



LABOR-MANAGEMENT AGREEMENT  
BY AND BETWEEN THE

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CITY OF CINCINNATI AND  
OHIO COUNCIL 8 AND  
LOCALS 190, 223, 240, 250, 1543, AND 3119

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES

AFL-CIO

THIS AGREEMENT is made between the City of Cincinnati and all independent Boards and Commissions, hereinafter referred to as the "City" and Ohio Council 8 and Local 190, 223, 240, 250, 1543, and 3119, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

## **VISION STATEMENT**

The City of Cincinnati and AFSCME/Ohio Council 8 will encourage and promote cooperation among all employees to provide the highest level of public service thereby enhancing the quality of life of residents of the City of Cincinnati and Hamilton County.

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# **ARTICLE 1**

## **PURPOSE**

The purpose of this Agreement is to provide a fair and equitable method of enabling employees covered by this Agreement to participate through Union representation in the establishment of the terms and conditions of their employment, and the establishment of a peaceful procedure for the solution of all differences between the parties, subject to the laws of the United States, the State of Ohio and the City of Cincinnati, and all governmental administrative rules and regulations which have the effect of law, except as otherwise may be superseded or amended by the parties to this agreement according to the terms, conditions and provisions herein, as adopted pursuant to the authority granted under Ohio Revised Code 4117.10(A). The male pronoun or adjective where used herein refers to female also unless otherwise indicated. The term “employee” or “employees” where used refers to all employees in the bargaining unit.

# **ARTICLE 2**

## **RECOGNITION**

The Union is hereby recognized as the sole and exclusive bargaining agent for all employees of the City who are under the City Manager or independent Boards and Commissions in all matters of wages, hours and conditions of work. Attached hereto is Appendix A - a list of all classifications in the bargaining unit.

A. Excluded from the bargaining unit are:

1. Employees in classifications which, on the effective date of this Agreement are represented in the City Service by other established collective bargaining organizations;
2. Employees in the Office of the City Manager, the Office of Research, Evaluation and Budget and the Human Resources Department;
3. Confidential secretaries to department and division heads;
4. Supervisory employees above the first level of supervision, or any supervisor whose responsibilities include regularly assisting in the formulations of policies in the field of employee relations.

B. The Union has the right to meet with the City and negotiate the establishment or modification of agency personnel regulations within an agency. It is understood that all agency personnel regulations will be in conformity with any law, administrative code, ordinance, Civil Service Commission rule, or with the personnel policies as agreed to by the City Manager and the Union.

- C. The adjustment of a wage inequity for a particular classification is subject to negotiation regardless of the agency in which it is employed.
- D. An active employee of the City who is excluded from the bargaining unit shall not serve as a Steward or otherwise represent employees in the bargaining unit, nor shall any employee represent any other employee whom he supervises.

### **ARTICLE 3**

### **DEFINITIONS**

- A. Exclusive bargaining rights shall be interpreted to mean that the City will not negotiate, meet or confer with any person, group of persons, association or union other than Ohio Council 8 or its local unions during the terms of this Agreement.
- B. "To negotiate" means performance of the mutual obligation of the employer through its chief executive officer or designated representative and the recognized employee organization to meet at reasonable times and negotiate in good faith with respect to wages, hours, and other conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and the execution of a written agreement reached if requested by either party, but such obligation does not compel either party to agree to a proposal or require the making of a concession. For the duration of this agreement, the City will make no change in the working conditions or wages provided herein without negotiation with the Union.
- C. A Memorandum of Understanding is an agreement between the Union and the Agency, negotiated in accordance with Article 2, Section B, of this General Agreement between the Union and the City. Such Memorandum of Understanding covers in detail the respective Agency's personnel and operational regulations, which are peculiar to the responsibilities assigned to that particular Agency. Such Memorandum of Understanding shall be agreed to between the Union and the Agency Head and approved by the Human Resources Department.
- D. Arbitration means a dispute settlement procedure whereby a neutral third party renders a decision that is binding upon the parties to this Agreement.
- E. A Letter of Agreement is a written understanding between an Agency and the Union Local with appropriate jurisdiction as allowed for in Article 14, Section L.

## **ARTICLE 4 NON-DISCRIMINATION**

- A. Both the City and the Union hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, age, sex or disability. For the purpose of this Article any form of sexual harassment shall be considered unlawful sex discrimination.
- B. There shall be no discrimination or retaliation toward employees by virtue of participation or nonparticipation in Union affairs.

## **ARTICLE 5 UNION DUES DEDUCTIONS**

- A. The City shall deduct bi-weekly dues from the pay of employees in the bargaining unit covered by this Agreement upon receipt from the Union of individual written authorization cards executed by an employee for that purpose and bearing his signature. Amount of biweekly dues shall be certified to the City by the Treasurer of the Local Union. Such authorization is irrevocable for the term of this Agreement except that an employee shall have the right to revoke such authorization by giving written notice to the Director of Finance of the City and the Treasurer of the Local Union during the first ten (10) days of the thirty (30) day period preceding the termination of this Agreement.
- B. All deductions under Paragraph A of this Article, accompanied by an alphabetical list of names and addresses of all employees by local union whose fees and/or dues have been deducted, shall be transmitted to the Controller of Ohio Council 8 at 6800 North High Street, Worthington, Ohio 43085-2512, on the fifth day following the end of the pay period in which the deduction is made.
- C. 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 6 MANAGEMENT RIGHTS**

Except where limited by Civil Service Rules, existing administrative policies and procedures, and express provisions elsewhere in this Agreement, nothing in this Agreement shall be construed to restrict, limit or impair the right of the City to manage its affairs in all respects. The right of the City to manage includes but is not limited to the following:

1. Direct the work of its employees;
2. Hire, promote, transfer, assign, and retain employees in positions within the public agency;
3. Suspend or discharge employees for just and proper causes;
4. Prepare budgets and maintain the efficiency of governmental operations;
5. Relieve employees from duties because of lack of work and for other legitimate reasons;
6. Take action as may be necessary to carry out the mission of the agency in emergencies;
7. Determine the methods, means, and personnel by which operations are to be carried out.

## **ARTICLE 7 NO STRIKE OR LOCKOUT**

It is understood and agreed that the services performed by the City employees included in this Agreement are essential to the public health, safety, and welfare. The Union, therefore, agrees that there shall be no intentional interruption to the work for any cause whatsoever, nor shall there be any slowdown or other interference with these services.

The City agrees not to lockout any employees for the duration of this Agreement.

## **ARTICLE 8 UNION REPRESENTATION**

- A. The City recognizes the right of the Union to select local union officers, stewards and alternate stewards to represent the employees on grievances arising under this agreement, in disciplinary proceedings and in labor- management meetings. The alternate steward shall act as steward when the steward is absent from work.
- B. Local Union Officers and Stewards shall not be transferred without just and proper reason from their respective agencies and their respective shifts during their term of office unless such steward as part of his regular job is required to work different shifts. However nothing herein shall prevent the City from temporarily assigning Local Union Presidents and/or Vice Presidents, without



loss of pay or current overtime opportunity, to an assignment within their current agency, on the same shift, which may better accommodate the need for said officer's Union Release Time activity.

- C. The Union is permitted a reasonable number of Stewards for each agency to be agreed upon between the Union and the agency head. The Union shall furnish current lists of names of Stewards to the agency head.
- D. The City agrees to grant union leave time as "union release time" to Local Union Presidents, Vice Presidents, Stewards, or persons designated by the Union to stand in their place for the purpose of conducting Union business related to contract administration, representation of bargaining unit members, attending educational seminars, conferences and other forms of Union business.

It is not the intent of the parties to grant any Union officer full-time Union release for the purpose of conducting Union activities. Union officers will attempt to conduct Union business in a manner that minimizes interference with the performance of their job duties.

The maximum amount of time permitted for paid union leave per contract year shall be 6000 hours. The usage of this leave time shall be increments of no less than 1/2 hour. Hours used by Presidents, Vice Presidents, Stewards, or Union designees at monthly LMC committee meetings, at which all LMC members are scheduled to be present, and contract negotiations shall not be deducted from this bank. Approved time off for the deliberation of the Union's Negotiating Committee shall not be deducted from this bank. Approved time off for deliberations may not begin prior to four (4) months before the contract expiration date. Approval for such time off shall not be unreasonably denied. Likewise, not deducted from the 6000 hours shall be attendance at City-sponsored committees or mutually beneficial events such as, and similar in scope to, United Way meetings and City Retirement Board Meetings. All aforementioned time off shall be granted with full pay.

Local Union Presidents, Vice Presidents, Stewards, and Union designees shall be required to complete a Form 25-S per daily use of union release time, in order to account for time used for the purposes set forth in this Section. The time shall be designated as time chargeable to the 6000 hours of union release time or as time non-chargeable to the 6000 hours.

The City shall provide to the Union a written, itemized accounting of chargeable and non-chargeable time used each month by each local union, and a cumulative total at the end of the 12 month period. Local Union Presidents, Vice Presidents, Stewards, and Union designees will not be required to account for time used that is de minimus in nature and of a short duration of fifteen (15) minutes or less.

Union Presidents, Vice Presidents, Stewards and Union designees shall not conduct union business on City time without permission of the immediate supervisor. The supervisor shall promptly grant a reasonable period of time at the onset of a problem for the Union President, Vice President, Steward, or Union designee to respond to an issue. The Union President, Vice President, Steward, or Union designee must notify the supervisor upon leaving and give an approximate time of return. If the Union President, Vice President, Steward, or Union designee are unable to return at the time given, a call must be made notifying the supervisor of additional time needed.

In the event the 6000 hour limit is depleted in a year, the union officers listed above will continue to be released for the purposes set forth in this Section on Personal Without Pay Union Leave.

- E. The Union shall furnish the following information to the City Human Resources Department:
  - 1. Current lists of all Local Presidents, Vice Presidents, Stewards, and Alternate Stewards.
  - 2. The civil service classifications/agencies (where known) represented by each Local. The Union will notify the City Human Resources Department of any changes in the above within thirty (30) working days of its occurrence.
- F. During the contract negotiations, the Union is permitted to have up to twenty (20) employees released to attend scheduled sessions with the City. The City will pay the salaries of twelve (12) of these employees, and they shall be identified by the Union by name at the first negotiating session. Release time, whether paid or not, shall be for a period of one (1) hour before and one (1) hour after the scheduled meeting. Employees shall be assigned to the day shift for the period of negotiations. No overtime payment will be made to employees serving on the Union Negotiation Committee. The Union will provide the City with the list of all its negotiating team members one week prior to the first meeting.
- G. **UNION LEAVE:** Upon approval by the Human Resource Director an employee may be granted leave with pay, on the written request of the Union, to serve as a delegate to a Union convention. The Union will receive approval for no more than a total of thirty-five (35) man-days per year for this purpose, cumulative to a maximum of forty (40) man-days. These days will not be counted against the 6000 annual hours provided for under Article 8 (D).

At the request of the Union, a leave of absence without pay shall be granted to any employee selected for Union office, employed by the Union, or required to attend a Union convention or perform any other function on behalf of the Union necessitating a suspension of active employment. Seniority shall accumulate during this leave of absence.

## **ARTICLE 9 UNION VISITATIONS**

With approval of the agency head or his authorized representative, Union staff members shall be permitted reasonable access to the City work areas in order to conduct Union business. The Union staff member shall not accept any complaint from any member until the complaint has been processed by the appropriate Union official.

## **ARTICLE 10 AFSCME COMMUNICATIONS**

The City recognizes that the Union has a responsibility to communicate with bargaining unit members. To facilitate this purpose, it is agreed that Local officers and the Union Staff Representative may make reasonable use of e-mail, telephone, inter-office mail and fax machines to communicate with individual members (no mass communications except as listed below), so long as the use does not unduly interfere with City work. The City Manager and/or the Human Resources Director retain the right to discontinue this practice if it should cause undue interference with City work. The City shall provide bulletin boards or space in appropriate and accessible locations where employees assemble, as approved by the Department Director, and permit the Union to use the bulletin board space. The City will also consider requests for changes or additions to such locations where appropriate. The Union will limit the posting of Union notices to such bulletin boards.

Appropriate items for communications under this section shall be:

1. Notices of Local elections
2. Notices of Local meetings
3. Notices of Local appointments and results of elections
4. Notices of Local recreational and social affairs
5. Local or Ohio Council 8 newsletters (newsletters may be distributed at a central location for different sections from a local member at their work site)
6. Local Officer and/or Steward lists/contact information
7. Matters of agreement interpretation
8. Matters of agreement enforcement
9. Such other notices as may be approved by the Human Resources Director or the Department Director for the City.

No notice or other writing may contain anything political or critical of the City, of any City official, any other institution, any employee or other person. Items specifically prohibited from this process include those that are derogatory, inflammatory, or disrespectful of individuals or organizations, or which would violate Administrative Regulations or the Human Resources Policies and Procedures.

All e-mails sent and notices posted on the bulletin boards must be authorized by a Local President or an official representative of Ohio Council 8. Union business conducted under this Article is subject to the provisions of Article 8.

Items that are neither specifically permitted nor specifically prohibited may be submitted to the Appointing Authority or designee for prior approval.

## **ARTICLE 11 SENIORITY**

Bargaining Unit Seniority shall be an employee's length of continuous service with the City within the bargaining unit. Classification Seniority shall be an employee's continuous length of service in a job classification.

- A. An employee shall have no seniority during his/her initial hire probationary period, but upon successful completion of the initial hire probationary period seniority will be retroactive to the original date of hire.
- B. Bargaining Unit Seniority shall be broken when an employee:
  - 1. resigns - unless reinstated within one (1) year;
  - 2. is discharged for just cause;
  - 3. is laid off and not recalled within time limits as determined by the provisions of this Agreement;
  - 4. leaves the bargaining unit to take a non-bargaining unit position for a period of time greater than forty-eight (48) months.

Classification Seniority shall be broken when an employee leaves his/her classification and takes another permanent position. If an employee who has not had a break in Bargaining Unit Seniority as described above returns to a previously held classification he/she shall be credited with any Classification Seniority that was previously accrued in that classification.

- C. For purpose of vacations within divisions, seniority shall be applied as provided by written policies and regulations of the divisions, as approved by the department head.
- D. The City shall provide the union with seven (7) copies of a seniority list of all employees within the bargaining unit within thirty (30) calendar days after the signing of this Agreement. The seniority list shall contain the name, job classification, department, and date of classification entry of all employees in

the bargaining unit. Thereafter, the City shall provide the Union with seven (7) copies of an accurate updated seniority list on January 30th and July 30th of each succeeding year.

- E. The City shall provide the Union with a bi-weekly list of all new hires in the bargaining unit along with the employee's name, address, classification and department. The list shall also contain all employees who have been separated from the bargaining unit for any reason.
- F. Seniority for benefits such as, vacation, sick leave, longevity pay, and health care benefits are covered in those specific articles of the contract.

## **ARTICLE 12**

### **LAYOFF AND RECALL**

- 1. Layoffs and displacements may occur as a result of lack of funds and/or lack of work or job abolishment or job redesign. In any such event, layoff & recall will be in accordance with the Ohio Revised Code, Section 124.32 and any applicable Civil Service Commission rule, except as may be superseded or amended hereafter. In lieu of layoffs, transfers between employing units will be made whenever possible.
- 2. The City will provide the Union with a copy of the "layoff Statement of Rationale" at least 30 days prior to the effective date of a layoff whenever sufficient time permits or earlier whenever possible. This statement will explain the reason and justification for such layoffs or displacement. Employees have the right to appeal the procedural aspects of layoff or displacement to the Civil Service Commission or through the grievance process, but not both. In the event an employee elects the grievance process the grievance shall begin at step 3.
- 3. Whenever there is a reduction in the workforce, permanent employees who have passed their probationary period are the last to be laid off in a classification within the employing unit. Students, emergency employees, seasonal, provisional and permanent employees who have not passed probation are laid off before full-time employees. Part-time employees are laid off before full-time employees. Employees displaced or designated for a layoff will fill existing vacancies within the employing unit first, provided they meet the qualifications contained in the job description for the position.
- 4. If the employee whose position has been eliminated has more Bargaining Unit Seniority than any other employee occupying a position within the same employing unit and at the same or lower rate of pay but in a different classification series, and otherwise meets all of the qualifications required for that position pursuant to the published job description, then the employee

with the lowest Bargaining Unit Seniority will be displaced. Employees who are relocated into division one classification series employment positions as a result of layoff or displacement will be granted no greater entitlement with regard to any future layoffs or displacements. In no case will an employee bump another employee with greater Bargaining Unit Seniority.

5. In addition to the bumping opportunities outlined herein, an employee may bump into a position at the same or lower rate of pay he or she formerly held in the employing unit or in another employing unit within the bargaining unit, provided they meet the qualifications contained in the job description for the position, but may not bump an employee with a greater Bargaining Unit Seniority.
6. The Human Resources Department will distribute Bargaining Unit Seniority lists to each department and a copy to the Union no later than 30 days prior to a layoff or earlier whenever possible. These lists shall be posted in such a fashion to allow all affected employees the opportunity to review the lists.
7. When an employee is laid off, he or she will receive all wages due including, at the employee's option, all accumulated vacation pay. Such payments will be made no later than the pay period after a layoff.
8. Recall: A layoff recall list by classification will be maintained by the Human Resources Department. Employees will remain on the layoff recall list for 36 months. Affected employees will be placed on the layoff and recall list by classification and in descending order of Bargaining Unit Seniority. Employees will be recalled to their classification in their employing unit in the order their names appear on the layoff and recall list. Employees may also be recalled to other layoff jurisdictions when vacancies occur and there are no laid off employees from that jurisdiction. In the event an employee desires to return to a classification other than the classification he or she held at the time of layoff, the employee must be qualified for the position according to the City's job description for the position.
9. Once an employee has left the bargaining unit and has had a break in Bargaining Unit Seniority as described in Article 11 of this Agreement, he/she shall have no bumping rights into any bargaining unit positions. Non-bargaining unit employees who have never worked in the bargaining unit shall have no bumping rights into the unit.

## **ARTICLE 13**

### **TEMPORARY TRANSFERS**

The City and the Union shall develop guidelines for the use of temporary transfer by developing specific language to fit its operational units.

- A. All employees shall be required to perform any and all temporary transfer duties of which they are capable regardless of their usual or customary duties. The agency shall notify the Union of any temporary transfer that exceeds 30 days. A copy of such notice will be given to Ohio Council 8 Regional Office. Temporary transfer may be used:
1. To fill a vacancy caused by an employee being on sick or other approved leave of absence;
  2. To provide vacation relief scheduling;
  3. To fill an opening temporarily pending permanent filling of such opening;
  4. To meet an emergency situation;
  5. To temporarily transfer an employee who is temporarily incapacitated because of an off the job injury or illness.
- B. When an employee is temporarily transferred to substitute in another job classification with a rate of pay lower than his own for reasons (1) through (4), he shall receive his regular rate of pay. When he is temporarily transferred to a lower classification for reason (5), he shall receive the highest rate of pay applicable to his temporary transfer.
- C. When an employee is temporarily transferred to perform the duties that are in a higher classification than his own, he shall be paid a minimum of four (4) hours at the higher rate of pay. If the employee performs the duties of the higher classification for more than four (4) hours, he shall receive the higher rate of pay for the entire shift. (See Art. 18, Section F) An employee who is temporarily transferred to a position from which he is displaced shall be paid at the rate of pay he would be receiving had he not been displaced for the duration of the temporary transfer.
- D. When an employee is temporarily transferred to substitute for a position in a classification higher than his regular rate of pay for reason (5) above, he shall receive his regular rate of pay.
- E. All temporary transfers will be paid starting with the first day of such transfer.
- F. Any employee temporarily transferred in accordance with Paragraph C of this Article for more than six (6) months shall receive the higher rate of pay for Paid Sick Leave, Injury With Pay Leave, Vacations and Holidays. The City will not remove an employee from a temporary transfer for the purposes of avoiding payment of this benefit.
- G. Time worked on a temporary transfer basis may not be used to meet the qualifications for a higher level position.

- H. Unless the Civil Service Commission provides otherwise, all vacancies which are to be filled by the temporary transfer shall be filled according to the following procedure:
1. 1. In the event a civil service exam has not been administered within 180 calendar days from the date the vacancy occurred, the City shall post a notice of the opening in the proper employing unit from which eligibility is determined for seven (7) calendar days.
  2. 2. The notice shall contain the job class title, rate of pay, division, area of the vacancy, shift and job description, and the person which is to receive applications.
  3. 3. Employees who wish to be considered for the posted job must file a written application with the person designated on the notice by the ending of the posting period.
  4. 4. All applications timely filed will be reviewed by the City and the position will be awarded, on a temporary basis, in seven (7) calendar days on the basis of seniority, experience, skill, and ability to perform the work in question.
  5. 5. Once a certified list exists for a classification where a vacancy has been filled by temporary transfer, the City shall fill the vacancy from the existing eligibility list.

## **ARTICLE 14**

### **HOURS OF WORK AND OVERTIME**

- A. The regular work week shall consist of forty (40) hours, five (5) days of eight (8) hours each. The work week for employees working a normal Monday through Friday schedule (standard shifts) shall be from 12:01 a.m. Monday through midnight Sunday. The work week for employees working rotating shifts or shifts including weekends (nonstandard shifts) shall be from 12:01 a.m. Sunday through midnight Saturday. It is understood that shifts beginning at 9:00 p.m. or after shall be considered the work shift for the next day.
- B. Time in a pay status, not including Sick with Pay (SWP), in excess of eight (8) hours in any one day shall be compensated at the rate of time and one-half (1 1/2x).
- C. Work performed on the employee's sixth (6th) day or on other than standard shifts; the employee's first off day, shall be compensated for at time and one-half (1 1/2x), unless the employee has not been in a pay status for forty (40) hours that week. In such cases he receives straight time for the first forty (40) hours of the week and time and one-half (1 1/2x) for the balance.



- D. Work performed on the seventh (7th) day of the employee's work week or the second off day, shall be compensated for at the rate of double time (2x).
- E. Work performed on a legal Holiday, or the day observed as such, but not both (see Article XV) shall be compensated in cash at double time (2x) in addition to the regular pay for the Holiday.
- F. The City agrees that every attempt will be made to equalize overtime work throughout the calendar year. Unless otherwise agreed through an MOU, beginning with January 1, 2008, overtime lists will be created in each Division or work unit where overtime is regularly used. All eligible employees will be listed by seniority. Initially, overtime opportunities will be made beginning with the most senior employee and working down the list to the least senior employee. Thereafter, offers will be rotated according to the lowest accumulated overtime hours worked, hours offered, or for which the employee is unavailable. In offering overtime, the employer shall utilize the classification and qualifications of those who normally perform the work. Overtime lists shall be updated at least once per pay period.
- G. If any employee is scheduled to work overtime, but reports sick, his scheduled overtime is canceled, and no sick pay or any other pay is given for this time.
- H. Call-out:
  - 1. Whenever an employee is called out to work without prior notice at times other than his regular work schedule, thereby necessitating additional travel to and from work, he shall be guaranteed four (4) hours pay at straight time or overtime depending upon the case involved. The overtime guarantee set forth herein shall not be applied to those situations where the employee works pre-scheduled overtime with prior notice of at least twenty-four (24) hours. In such cases, the employee shall be guaranteed two (2) hours pay at the appropriate overtime rate.
  - 2. Whenever an employee is called out to work for time leading into the regular shift, he shall receive a minimum of four (4) hours overtime pay, provided that the employee responds to the call-out within sixty (60) minutes of receiving the call, and that the employee works more than two (2) hours.
  - 3. Whenever an employee is called out to work for time leading into the regular shift and either works two (2) or less hours or does not respond to the call-out within the allotted sixty (60) minutes, he will be paid only for the time worked, at the proper overtime rate.
  - 4. Call-out pay shall be paid in cash unless the Agency and the employee agree to it being paid in comp time. It is further understood that this Agreement does not affect existing working agreements for weekend and Holiday work.

- I. Employees who must continually monitor their duty stations shall be required to work an eight (8) hour shift and will be entitled to eat lunch at their work station during the eight (8) hour shift except where relief practices are in effect.
- J. The City shall provide that employees who do not desire to be placed on standby status shall not be penalized in any manner whatsoever.
- K. Shift workers on duty when Daylight Saving Time takes effect will work seven (7) hours and be charged one (1) hour vacation or compensatory time or work a full eight (8) hour shift, at the discretion of the Agency or an employee may take one (1) hour LWP if mutually agreed by the Agency and the employee.
- L. Where there is a need for flexible work schedules, Agencies shall negotiate appropriate Memoranda of Understanding or Letters of Agreement with the Union as allowed under Article 3 (Definitions), paragraph "C" and "E".
- M. Each Department may negotiate a compensatory time MOU with the Union in accordance with Article 3 (C). Compensatory time may be accumulated up to a 160 hours or any higher maximum set by the City Human Resource Director.

## **ARTICLE 15**

### **OBSERVANCE OF HOLIDAYS**

- A. The following Holidays with pay are celebrated by all members of the bargaining unit including 3/4 time employees:
  - 1. New Year's Day (January 1)
  - 2. Martin Luther King's Birthday (3rd Monday in January)
  - 3. Presidents' Day (3rd Monday in February)
  - 4. Memorial Day (Last Monday in May)
  - 5. Independence Day (July 4)
  - 6. Labor Day (1st Monday in September)
  - 7. Veterans Day (November 11)
  - 8. Thanksgiving Day (4th Thursday in November)
  - 9. Day After Thanksgiving
  - 10. Christmas Day (December 25)
- B. The Birthday Holiday will be granted to employees at the beginning of pay period two (2) each year and may be taken at any time prior to the end of pay period one (1) of the following year with the approval of the immediate supervisor and based on vacation rule. This day must be taken prior to the end of pay period one (1) of the following year and not carried over to the next year. The approval and use of the Birthday Holiday is subject to Article

21, Section J. For the purpose of the Birthday Holiday, new hires are only entitled to the Birthday Holiday if his/her birthday falls during the first pay period of his/her hire date or thereafter. New employees whose birthdays fall prior to his/her first pay period are not eligible for the Birthday Holiday in that calendar year.

- C. Holidays are celebrated and paid differently according to an employee's work schedule.
- D. Employees working a normal 5-day, Monday-Friday week (standard shift): if any of the above Holidays falls on a Sunday, the following Monday is considered the Holiday. If any of the above Holidays falls on a Saturday, the preceding Friday is considered the Holiday. These employees will receive Holiday pay if they work the observed Holiday (Monday or Friday). If the employee works the actual Holiday (Saturday or Sunday), the regular overtime rule applies.
- E. Employees working normal daytime hours including weekends and employees working rotating shifts on seven day operations (non-Standard shift): These employees will be paid Holiday pay for working the actual Holiday and not the observed Holiday. If the actual Holiday falls on the employee's normal day off, he must be given another day off or another day's pay. If the department elects to give the employee another day off and the actual Holiday falls on the employee's first off day, they must give the day off preceding the actual Holiday; if the actual Holiday falls on the employee's second off day, they must give the day off after the actual Holiday.
- F. For the purposes of this section, Holidays shall be understood as extending from 12:01 a.m. to Midnight, the day the majority of hours are scheduled.
- G. An employee forfeits Holiday pay when:
  - 1. He is off without pay for the week of the Holiday.
  - 2. He is Absent Without Leave on either the work day before or work day after the Holiday.
  - 3. He is off without full pay on both the work day before and the work day after the Holiday.
  - 4. He is Absent Without Leave on a Holiday on which he is routinely scheduled to work.
- H. If an employee is off on either the work day before or the work day after a Holiday and is in a pay status for the day he is off he will be paid for the Holiday.

## I. RELIGIOUS HOLIDAYS

1. A full-time employee may charge religious holidays to either vacation, earned overtime, personal without pay, or a regular off day which he is allowed to work.
2. Employees requesting religious holidays must notify their immediate supervisor at least thirty (30) days prior to such day with a written notice. The supervisor shall reply in writing within five (5) days upon receipt of the written request. The employee must receive approval from the supervisor before he will be excused for the holiday.

## **ARTICLE 16 CORRECTIVE ACTION**

- A. The Union recognizes the right of the City to take corrective action with employees for just and proper cause. Corrective action may include consultation, oral and written reprimands, loss of all or part of vacation; suspension, reduction of pay within the pay range, demotion, or dismissal.
- B. In cases of dismissal, the employee is entitled to payment of all wages due him with the issuance of the next regular paycheck.
- C. Oral or written departmental reprimands may not be issued without a discussion between the employee and the supervisor involved. If a decision is made to issue an oral or written reprimand, the oral or written reprimand shall be issued within twenty-five (25) working days of the date the supervisor becomes aware of the precipitating incident. A copy of the written reprimand shall be sent to the local Union Steward (or to the local Union President if no Steward exists). In instances where an oral or written reprimand results from a pre-disciplinary meeting, the twenty-five (25) working days time limit does not apply.
- D. Documentation of oral reprimands, which are maintained in the supervisor's files, and written reprimands shall be removed from the employee's records after one (1) year provided no other corrective measures have been issued within that year. All other corrective actions shall be removed from the employee's records after three (3) years, provided no suspension or other action greater than a written reprimand has been sustained against the employee in that three-year period.
- E. Employees are entitled to, and can only use, Union representation at any corrective action meeting, investigation, or interrogation. Investigations and meetings for bargaining unit employees shall be conducted in accordance with the Supervisor's Disciplinary Manual, which is issued by the City Human

- F. No employee shall be disciplined (except for oral and written reprimands and failing to qualify at the end of a probationary period) without a pre-disciplinary meeting unless the employee specifically waives the meeting in writing. Pre-disciplinary meetings shall be conducted by the Department Head or his/her designee.

Notice of the reasons for the charges shall be given to the Local Union Staff Representative and employee at least five (5) working days prior to the pre-disciplinary meeting. It is the responsibility of the Department Head or his/her designee hearing the charges to advise the employee of his right to representation before the date of the meeting. A Union representative must be present at all pre-disciplinary meetings; however, an employee may choose to represent himself so long as a Union Representative is present at the pre-disciplinary meeting. Employees and management are entitled to no more than three (3) representatives from each party, including the Staff Representative, at the meeting. One City representative must be the charging supervisor, unless the charging supervisor is unavailable due to extenuating circumstances.

Prior to, or at the meeting, the Union may request and the City shall provide, any information pertaining to the charges. Pre-disciplinary meetings may be recorded.

In special cases, the employee may be suspended without pay pending a meeting. In such cases the meeting shall be held within five (5) working days of the suspension. If, following the meeting, the employee continues to be suspended without pay, the final determination shall be made within ten (10) working days. If no determination has been made within ten (10) working days of the suspension, the employee will return to paid status on the eleventh (11th) working day, and final determination shall be completed within the time lines outlined in paragraph (H) of this Article.

If an employee is suspended with pay, the pre-disciplinary meeting shall be held in accordance with Paragraph (H) of this Article.

- G. An employee may appeal a written reprimand by filing a grievance at the next highest step from the level at which the written reprimand was issued. Such grievance must be in proper written form. Consultations and oral reprimands are not appealable through the Grievance Procedure. Suspensions of twenty-four (24) hours or more, including other equivalent losses, may be appealed through the grievance process or through the Civil Service Commission, but not both. All other discipline (except oral reprimands and consultations) may only be appealed through the grievance procedure. Any pre-disciplinary penalties set by City policies may be appealed through the Grievance Procedure.

## H. Time lines and notifications:

1. The charging supervisor must make a request for a pre-disciplinary meeting not later than twenty-five (25) working days from the date upon which he/she becomes aware of the precipitating incident(s), except in cases involving violations of Administrative Regulations 25 (Sexual Harassment), 44 (Residency), 49 (Workplace Violence), or 55 (Offensive/Derogatory Comments), this time frame will be up to eight-five (85) working days. In cases involving an investigation by a law enforcement agency, there will be no time limit for completion of the investigation. The supervisor's request for a pre-disciplinary meeting must be forwarded to the agency and copied to the Union Staff Representative.
  2. The pre-disciplinary meeting shall be held and the final disposition of the matter which shall include the Final Form 32 with attachments and the meeting summary, must be delivered to the employee and union within twenty-five (25) working days from the date of the request for a pre-disciplinary meeting. This final disposition must be forwarded to Ohio Council 8 by certified mail, return receipt requested, and to the employee by personal hand-delivery or via regular U.S. mail. It must be postmarked not later than twenty-five (25) working days after the pre-disciplinary request date. Failure to comply with these time lines will result in the dismissal of the allegations against the employee.
  3. The City may request an extension of these time lines and the Union may not unreasonably deny such extension request.
- I. The City and Union will jointly conduct ongoing training for supervisors and union officials regarding this Article of the Labor Agreement.
- J. As it pertains to the time lines in the Article, working days are defined as Monday through Friday, not counting holidays listed in Article 15, Section A of this Agreement. As it pertains to the final disposition, twenty-five (25) working days begins one (1) working day after the date of the request for a pre-disciplinary meeting.

## **ARTICLE 17 GRIEVANCES**

The City of Cincinnati and AFSCME strive to promote ethical, positive and cohesive labor/management relations and to maintain that as a mainstay of its institutional culture. Civil and professional interactions among all members of management, Union officials, and employees are essential to support the efficient delivery of municipal services. Therefore, the parties are highly encouraged to

resolve through discussions any grievance as defined herein.

Departments and Agencies have authority to resolve grievances at the appropriate steps if such resolution does not conflict with the contract, Human Resources Policies & Procedures, Administrative Regulations, or other City Policies.

A grievance is an allegation by an employee or the Union that the terms of the Agreement between the Union and the City have been violated or misrepresented. When any such grievance arises, the following procedure shall be followed:

Informal An employee who has a grievance shall, within five (5) working days of the date which the employee becomes aware of the incident precipitating the grievance, initiate orally the problem solving technique (discussion and conciliation) to the immediate Division 0 supervisor or to the next highest level of supervision. That supervisor, employee and Local Union Steward shall meet to attempt to resolve the grievance. The supervisor hearing the grievance shall render a verbal answer stating the reasons for granting or denying the grievance to the employee and Local Union Steward within three (3) working days after the informal discussion.

**STEP 1. Division Head**

If the employee's grievance is not satisfactorily settled at the informal discussion, the Union may, within ten (10) working days after receipt of the informal discussion answer, file a written grievance with the grievant's Division head. The Division head or his/her designee shall meet with the employee, the employee's Local Union Steward and/or Local Union official in an attempt to adjust the grievance and shall render an answer in writing stating the reasons for granting or denying the grievance within ten (10) working days after the date when the grievance is filed with the Division Head. The Division Head or his/her designee who heard the grievance shall mail or personally deliver the Step 1 answer to the employee, the employee's Local Union Steward and Local Union Official.

**STEP 2. Department Head**

If the grievance is not satisfactorily settled at Step 1, the Union may, within five (5) working days after receipt of the Step 1 answer, appeal the grievance to the Department Head. The Department Head or his/her designee shall meet with the employee and up to three (3) Union officials which includes the Ohio Council 8 Staff Representative in an attempt to adjust the grievance and shall render an answer in writing stating the reasons for granting or denying the grievance within fifteen (15) working days after the date when the grievance is filed with the Department Head. The Department Head or his/her designee who heard the grievance shall mail or personally deliver the Step 2 answer to the employee, the employee's Local Union Steward, Local Union Official and the Ohio Council 8 Staff Representative.

### **STEP 3. Human Resources**

If the grievance is not satisfactorily settled at Step 2, the Union may, within ten (10) working days after the receipt of the Step 2 answer, appeal the grievance to the Human Resources Director. The Human Resources Director or his/her designee shall meet with a the Ohio Council 8 Staff Representative, Local Union official and the aggrieved employee or the employee's Steward in an attempt to adjust the grievance and shall render an answer in writing stating the reasons for granting or denying the grievance within twenty (20) working days after the date when the grievance is filed with the Human Resources Director. The Human Resources Director or his/her designee who heard the grievance shall mail or personally deliver the Step 3 answer to the employee, the employee's Local Union Steward, Local Union Official and Ohio Council 8 Staff Representative.

### **STEP 4. Mediation**

*If the grievance is not satisfactorily settled at Step 3, the union may, within ten (10) working days after the receipt of the step 3 answer submit the grievance to the Human Resources Director or Designee for grievance mediation.*

*In recognition of the desirability of resolving disputes by mutual agreement, AFSCME Ohio Council 8 and AFSCME Locals 190, 223, 240, 250, 1543 and 3119, and the City of Cincinnati, hereinafter referred to as the "parties," mutually agree to the following policies and procedures for the mediation of grievances pending arbitration.*

- 1. Absent mutual agreement grievance mediation is available to the parties after Step 3 of the grievance process, but only for grievances involving contract interpretation grievances and disciplinary grievances involving suspensions of 24 hours or greater (or equivalent loss of pay or vacation). Should free mediation services that are agreeable to both parties be no longer available, the mediation step will be discontinued.*
- 2. All grievances will be referred to mediation unless the parties mutually agree not to mediate a particular grievance.*
- 3. The parties shall mutually agree to a mediator to serve in the capacity of grievance mediator from the Federal Mediation and Conciliation Service or the State Employment Relations Board. The mediator must be an experienced mediator and/or arbitrator with mediatory skills. The mediator may not serve as an arbitrator for the same issue for which he or she is a mediator.*
- 4. The mediator will be asked to provide a schedule of available dates. Cases will be scheduled in a manner which assures that the mediator will be able to handle multiple cases on each date, unless otherwise mutually agreed.*
- 5. The grievant shall have the right to be present at the mediation conference. The Department and the Union may each have no more than three (3)*



*representatives as participants in the mediation effort. The Human Resources Department shall have at least one (1) representative as a participant in the mediation effort. Persons representing the parties must be vested with full authority to resolve the issues being considered.*

- 6. The mediator may employ all the techniques commonly associated with mediation, including private caucuses with the parties. The taking of oaths and the examination of witnesses shall not be permitted, and no verbatim record of the proceeding shall be taken. The purpose of the mediation effort is to reach a mutually agreeable resolution of the dispute. There will be no procedural constraints regarding the review of facts and arguments. There shall be no formal evidence rules. Written materials presented to the mediator will be returned to the party presenting them at the conclusion of the mediation conference.*
- 7. Mediation efforts will be informal in nature and shall not include written opinions or recommendations from the mediator unless mutually agreed to by the parties and the mediator. In the event that a grievance which has been mediated is appealed to arbitration, there shall be no reference in the arbitration proceeding to the fact that a mediation conference was or was not held.*
- 8. At the mediation conference the mediator shall first seek to assist the parties in reaching a mutually satisfactory settlement of the grievance which is within the parameters of the collective bargaining agreement. If a settlement is reached, a settlement agreement will be entered into writing at the mediation conference. The mediator shall not have the authority to compel the resolution of a grievance.*
- 9. If a grievance remains unresolved at the end of the mediation conference the mediator may, if requested by either party, render a verbal opinion as to how the grievance is likely to be decided if it is presented at arbitration. This opinion is nonbinding and inadmissible in any subsequent arbitration proceeding.*
- 10. If a settlement is not reached, the Union may appeal the grievance to arbitration. All applicable time limits for appealing a grievance to arbitration contained in the collective bargaining agreement shall commence on the day of the mediation conference.*
- 11. The dates, times and places of mediation conferences will be determined by mutual agreement of the parties. Each party shall designate a representative responsible for scheduling mediation conferences.*
- 12. The parties agree to schedule a minimum of one (1) day a month, if necessary, for mediation efforts during the time period of this Agreement.*

13. *The parties agree to schedule a day of orientation and training to be attended by those individuals who will be participating in the mediation proceedings on behalf of the parties.*

*The parties agree to mutually examine and review the grievance mediation process and procedures adopted herein twelve (12) months from the date of execution of the collective bargaining agreement. The purpose of said examination and review is to revise, alter, correct or otherwise improve the grievance mediation process and procedures if such is deemed necessary.*

## **STEP 5. Arbitration**

If the grievance is not satisfactorily settled at Step 3 or 4 (whichever is appropriate), the Union may, within thirty (30) calendar days after receipt of the Step 3 or 4 answer, or within thirty (30) days after the attempt to mediate, submit the grievance to the Human Resources Director or his/her Designee for arbitration.

The parties agree to utilize the Arbitration and Mediation Service (“AMS”) and its rules for the administration of all arbitrations, including the establishment of a panel of five (5) permanent arbitrators to hear all arbitration cases between the parties. Within thirty (30) calendar days after the signing of the Agreement, the City and Union will request AMS to provide a panel of nineteen (19) arbitrators who maintain a business or home address within a two hundred (200) mile radius from the City of Cincinnati. Once the panel is received, the parties shall meet to review the panel and strike arbitrator names (seven strikes per party, losing party based on coin-flip shall go first), until five arbitrator names remain. These five arbitrators shall constitute as the permanent arbitrator panel. The parties further agree to select arbitrators from this panel to hear grievances on a rotational basis, starting in alphabetical order.

Once each year the parties will review the list of arbitrators. Either party may remove an arbitrator during this annual review. The replacement will be by mutual agreement or based on the rules mentioned above. The annual review will take place at the anniversary date of the Agreement.

In the absence of a permanent panel, Arbitration and Mediation Service Rules will prevail for the selection and administration process.

- A. The fees and expenses of the arbitrator shall be borne equally by the City and the Union. Furthermore the aggrieved employee, his Local Union Steward, and the Local Union President and any necessary witnesses shall not lose any regular straight-time pay for time off the job while attending an arbitration proceeding.
- B. In the event a grievance goes to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of grievances as to the interpretation and/or application of the provisions of this Agreement (including disciplinary actions to the extent permitted herein), and/or

compliance with the provisions of this Agreement, and in reaching his decision the arbitrator shall have no authority to add to or subtract from or modify in any way any of the provisions of this Agreement. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case to him (unless otherwise agreed to by the parties).

- C. All decisions of arbitrators consistent with Paragraph B of this Article and all pre-arbitration grievance settlements reached by the Union and the City shall be final, conclusive and binding on the City, the Union and the employees. A grievance may be withdrawn by the Union at any time during the Grievance Procedure, and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any other grievances.

The time limits set forth in the Grievance Procedure may be extended by mutual agreement of the City and the Union. All such extensions must be in writing and shall not be unreasonably denied by either party. Any grievance not timely presented or timely processed by the Union shall be considered settled on the basis of the City's last answer. If the City fails to answer a grievance in a timely manner, the Union may move the grievance to the next step of the Grievance Procedure.

A policy grievance which affects a number of employees may initially be presented by the Union at Step 1 of the Grievance Procedure. For purposes of this Article, a Union Grievance/Policy Grievance/Class Action shall be synonymous, and shall mean a grievance which affects more than one (1) union member. For a Union Grievance/Policy Grievance/Class Action Grievance, up to one (1) union official for each local involved, plus the Ohio Council 8 Staff Representative, may be present, but in no event shall there be more than seven (7) union officials.

If a grievance on a pay step denial is granted, a gross pay adjustment will be made to the date the pay step should have gone into effect.

A failure of probation is not subject to the Grievance Procedure.

The City and the Union agree that, unless otherwise stated within this Agreement, grievances filed over a disciplinary action shall be initiated at Step 2 of the grievance procedure.

The Union may amend a grievance up through Step 2. All amendments must be in writing setting forth the details of the amendment (i.e., the facts upon which it is based, the additional Article(s) violated, and the relief requested).

A Grievant may, at his or her option, be present at all steps of the Grievance Procedure, except for Union Grievance/Policy Grievance/Class Action Grievances, where the Union may have up to 1 grievant present.

## **ARTICLE 18**

### **TERMS AND CONDITIONS FOR PAYMENT OF WAGES**

- A. Wage rates are subject to negotiations between the Union and Management, and are officially set by action of City Council.
- B. Pay scales usually include steps, with salary advancement on an annual basis until the maximum is reached. A salary step-up, unless it is denied, shall become effective on the first day of the anniversary pay period of the employee's date of hire, date of promotion, or most recent step-up. Proper notification of any deferral of pay steps must be made to the employee to allow for processing through the established grievance procedure.
- C. Employees reinstated after resignation are restored to the relative pay step held at the time of resignation, but are considered as new employees for purposes of attaining future step-ups.
- D. Employees recalled from lay-off will start on their old salary step and will receive credit for time worked in the classification since the date of hire or date of last merit increase.
- E. An employee shall be granted an extended leave of absence without pay for military duty in accordance with state and federal law and, after discharge, shall be restored to employment with the City upon request, in accordance with state and federal law, unless additional rights are provided for with in this agreement.
- F. When an employee is temporarily transferred, temporarily promoted, or permanently promoted to a classification carrying a higher pay range, his pay shall be set at the wage step that is closest to 5% increase, but is no less than a 4.5% increase over his prior wage rate, but not to exceed the top step of the higher classification.
- G. When an employee is reclassified, his compensation shall be fixed at the same rate as in his former classification, if such a rate exists; otherwise, at the next higher rate than his previous rate.
- H. When a department considers it necessary to add a Special Assignment to a position, approval from the Human Resources Department must be obtained. Special Assignment may only be paid for hours actually worked in the assignment and may not be paid when employee is on vacation, sick leave, IWP, etc.
- I. When an employee is demoted for any reason other than discipline, his pay shall be at the same rate held in the higher class if the lower class contains such a rate; otherwise, he shall receive the rate in the new class next lower than his rate before the demotion. If the employee desires, he may continue

to pay his retirement contribution on the basis of his higher previous salary, and upon retirement, get credit for that salary.

- J. When, because of physical or other infirmities, an employee is unable to perform the duties of his position but is qualified for service in another classification, he may, with the approval of the Civil Service Commission, be reassigned to another classification at the same rate of pay if the new classification contains such a rate; otherwise, at the rate of compensation in such a classification next lower than his previous compensation. However, if he desires, he may continue to pay his retirement, and get credit for that salary.

## **ARTICLE 19 SHIFT DIFFERENTIAL**

- A. Employees assigned to a shift ending between 6:00 p.m. and midnight shall receive a shift differential of forty (40) cents per hour in addition to their regular rate of pay.
- B. Employees assigned to a shift ending after Midnight and before 10:00 a.m. shall receive a shift differential of fifty-five (55) cents per hour in addition to their regular rate of pay.
- C. Employees on rotating shifts: Shift differential shall be paid to the employee who works the shift regardless of whether scheduled or relieving another employee, except it shall not be paid when sick or on vacation.
- D. Shift differential shall be included in the regular rate used to compute overtime compensation and holiday pay. Shift differential shall be paid starting with the first day of such assignment.
- E. A shift worker is paid the shift differential, if any, attached to his/her assigned shift for all continuous hours worked if he is not filling in for another employee on the shift before or after his assigned shift.
- F. Appendix E herein contains examples of shift differential.

## **ARTICLE 20 FILLING OF VACANCIES/PROMOTIONS**

Vacancies in positions above the lowest rank or grade of any category in the classified service shall be filled insofar as practicable by the promotion of present employees on a City-wide basis. Eligibility and qualifications shall be defined by the Civil Service Commission. Employees who are promoted, laterally transfer and / or demoted to

a bargaining unit classification under this Article will not voluntarily transfer from or otherwise leave their new position for at least a twelve (12) month period, including their probationary period, starting from their first day in the new position.

### **NON-TESTED POSITIONS**

- A. For the specific classifications listed below, the following method shall be used to create an eligibility list within the respective employing unit. Promotions off the existing eligibility list may include a practical and/or oral examination prepared according to Federal Uniform Guidelines.
1. The employee must meet the Civil Service Commission qualifications for that classification.
  2. The employee's last service rating must meet expectations or higher.
  3. The employee's rank on the eligible list will be according to layoff seniority date.
  4. Appointments will be made in descending order from the top of the eligible list.
  5. If two (2) or more employees have the same layoff seniority date, the tie will be broken first by the service rating grade; secondly by time stamps and lastly by lottery.
- B. The classifications that are to be filled by the procedure outlined above are:

Airport Maintenance Worker  
Asphalt Plant Equipment Worker  
Asphalt Raker  
Automotive Street Cleaning Equipment Operator  
Cement Gun Nozzle Operator  
Cement Gun Utility Worker  
Custodian  
Maintenance Machinist Helper  
Mechanical Utility Worker  
Plant Maintenance Trainee  
Sanitation Specialist  
Sanitation Truck Driver  
Stock Handler  
Storm Sewer Maintenance Specialist  
Traffic Aids Worker  
Tire Repair Worker  
Wastewater Collection Pipelayer  
Water Meter Repairer  
Welder Helper  
Water Works Maintenance Worker

The classification list included above may be expanded or contracted by the Labor Management Committee based on the appropriateness of Civil Service testing.

## **TESTED POSITIONS**

- A. When a promotional examination involves a classification within the established bargaining unit, the employee within the employing unit with the highest final grade shall be appointed. If there are no employees on the list within the employing unit, or when the list of employees within the employing unit is exhausted, or the remaining employees on the list within the employing unit have declined the position, the highest ranking employee City-wide shall be appointed. The City will continue to move in the spirit of filling vacant positions through the promotional examination process which may include written and/or practical and/or oral examinations prepared according to Federal Uniform Guidelines. When a vacancy occurs in a classification and the vacancy is to be filled and there is no eligibility list or related list for the classification, the City shall within 90 days request the Civil Service Commission to schedule an examination for such classification.
- B. An employee failing his probationary period on promotion shall be restored to his previous classification in the department from which he was promoted. If there is no vacancy in the department, he shall be restored to his previous classification in the City service. His salary step is that which he would have been on had he remained in the lower classification.
- C. An employee who is promoted as a result of an open competitive examination and who fails to qualify on his probation period will be returned to a position in his former classification with the consent of the Civil Service Commission, if a vacancy exists in his former classification. If a period of time occurs between his failure and his receiving a new appointment he shall receive all credits due him as if he had continuous employment. Placement can also be considered in a related classification.
- D. An employee, who has resigned in good standing, may be recommended for reinstatement if a vacancy exists in the same or similar classification within one (1) year of the date of his resignation. Reinstatement will not be approved if:
  - 1. A layoff recall list exists in the classification;
  - 2. A promotional exam list exists for the position;
  - 3. A complete certification has been made from a list and the eligibles notified.
- E. Vacancies in job assignments such as lead worker where examination is not required will be filled from among employees in the appropriate classifications. The vacancy shall be first offered to employees according to job classification seniority and ability to perform the work of the vacancy. If no employee is

interested in the vacant assignment, the least senior employee with the ability to perform the work in the classification shall be assigned if not on probation.

- F. Time worked on a temporary promotion basis may not be used to meet the qualifications for a higher-level position.

**LATERAL TRANSFERS**

To fill any opening in the bargaining unit, agencies shall first consider filling such openings using existing City employees within the appropriate classification before requesting an eligible list. All such openings will be posted city-wide as lateral transfer opportunities. At a minimum, the three (3) qualified applicants with highest classification seniority will be interviewed. All employees that interview for the position will be notified by letter of the final outcome.

**ARTICLE 21  
VACATION**

The City and the Union recognize that time away from work to relax and pursue special interests is important. All AFSCME bargaining unit employees who work at least three fourths (3/4) time are eligible to accumulate paid vacation leave each pay period based on their years of service (seniority) and according to the terms defined by this agreement.

- A. Vacation credit is added each pay period in the following amounts for each bi-weekly work period:

<b>Seniority</b>	<b>Bi-Weekly Amount of Vacation Credit</b>
Less than 4 years	3.2 hours
4 years to less than 9 years	4.0 hours
9 years to less than 14 years	4.6 hours
14 years to less than 19 years	5.6 hours
19 years to less than 24 years	6.2 hours
24 years or over	7.7 hours

Each permanent employee will be credited with vacation leave according to the above table. In case of absence without pay during a bi-weekly pay period, full credit will be given if the employee works more than forty (40)



hours; one week's credit will be given if the employee works for one (1) to forty (40) hours, inclusive, in the pay period. Extra vacation for seniority will begin at the start of the anniversary pay period.

- B. Employees are expected to take vacations each year in amounts equal to the credit earned in a year. For employees in the service of the City of Cincinnati, the following is the vacation schedule:

1 to 5 years service	10 days
5 to 10 years service	13 days
10 to 15 years service	15 days
15 to 20 years service	18 days
20 to 25 years service	20 days
25 years or more service	25 days

- C. If an employee used his normal annual vacation credit but, because of an early vacation scheduled by the department, is lacking a few hours (less than half a day) of credit, departments shall grant the additional time without charge.

- D. No employee can have a vacation balance in excess of the following:

<b>Length of Service</b>	<b>Maximum Balance</b>
Less than 4 years	182
4 years and less than 9	237
9 years and less than 14	275
14 years and less than 19	330
19 years and less than 24	363
24 years or more	451

- E. Only permanent employees who work at least three-fourths (3/4) time are eligible for vacation. Part-time employees are credited with the same schedule as above, provided he works three-fourths (3/4) time. When vacation credit is used, the part-time employee will receive vacation in the same proportion to full-time as his work schedule is to full-time.

- F. Employee retains all vacation privileges on transfer or other interdepartmental moves. Since terminal pay cannot overlap appointment to new departments, parties involved in interdepartmental moves should settle any problems concerning accrued vacation credits before a move is effected. Generally, unused vacation credits should be taken before the move.
- G. An employee reinstated from retirement to his former position retains credit for service prior to retirement for purposes of computing longevity vacation. Employees reinstated from ordinary resignation are considered new employees.
- H. On Retirement, Death in Service, Lay-Off, Military Service, Resignation or Dismissal, vacation is credited up to the last day of employment, and all unused vacation is paid for prior to effective date of separation.
- I. Advanced Vacation: No employee can take any vacation beyond that already earned except in the most unusual cases. Requests must be submitted to the Human Resources Director. No advanced vacation will be approved without a written agreement by the employee that he will reimburse the City if he leaves before earning the credit taken.
- J. Employees may take their vacation during the calendar year.
  - 1. **SCHEDULED VACATION TIME:** To request scheduled vacation leave for the following year, the employee must complete a Vacation Request Form and submit it to their immediate supervisor by November 30th of the current year. All Vacation Request Forms will be reviewed by the immediate Supervisor and approval will be based on seniority, classification and anticipated staffing needs. Scheduled vacation that is approved by January 1st will be posted for the upcoming year.
  - 2. **UNSCHEDULED VACATION TIME:** A Form 25 shall be filled out by the employee and submitted to the immediate supervisor. Based on staffing needs for that time period, unscheduled vacation time will be awarded on a first come-first served basis.
  - 3. Each Department may negotiate an MOU covering vacation selection in accordance with Article 3C. If no such agreement is reached, then the parties will revert back to the terms and conditions by this Article.
  - 4. Once a vacation request is approved, it shall not be changed without the written consent of the involved employee.
- K. Any employee on vacation who is called in for emergency work shall be compensated in cash at double time (2x) in addition to the regular pay for the vacation or be compensated in cash at double time (2x) and take the vacation at a later date.

- L. An employee's vacation benefit accrual shall be determined by the provisions of Article XXI exclusively. Time previously earned in the employ of the state or any of its political subdivisions is specifically excluded. When calculating vacation benefits, the vacation benefit accrual rate for employees covered by this Agreement shall not include time previously served in the employ of the state or any of its political subdivisions. It is expressly agreed that the contractual provisions contained in this section are intended to modify or replace the application of the statutory provisions set forth in O.R.C. 9.44 and any other statute or administrative regulation related to vacation. This Article shall also modify or replace any subsequent legislative enactments or administrative regulations concerning vacation and in conflict with the provisions of this Article. Employees who have already received accrual rate benefit adjustment as a result of outside employment shall not be affected by this change.
  
- M. **PURCHASE OF VACATION HOURS:** Each member of the AFSCME bargaining unit shall have the right to purchase up to forty (40) hours of vacation time in a 12 month period at their standard hourly rate if the employee has less than 80 hours of vacation time accrued at the time of purchase. Employees wishing to purchase vacation shall do so over 26 pay periods via payroll deduction. Employees must also sign an agreement to reimburse the City for vacation used, but not paid for should they leave the City's employ.

## **ARTICLE 22**

### **HEALTH INSURANCE**

- A. Each new permanent full-time employee must be given the opportunity to join the hospital-surgical-medical care program. The elimination of the previous six month waiting period is effective the first of the month following thirty (30) days from the date of the ratification of this agreement. The health care plan shall be as set forth in Appendix G. The health care plans in effect in the prior collective bargaining agreement shall remain in effect as set forth in that agreement through December 31, 2004. Effective January 1, 2005, employees will pay a portion of the health care premium costs in the following amounts:

#### **5% per month of premiums for Single or Family Coverage**

The employee rates for insurance co-pays, co-insurance, prescriptions, deductibles, and out-of-pocket expenses shall be as established in Appendix G.

The terms and conditions contained in Appendix G shall become effective on January 1, 2005. Appendix G in its entirety shall expire and be of no further effect upon the execution of a successor to this Agreement, or in the event of a strike.

- B. Employees wishing to change from a single to a family contract must notify the health plan within thirty (30) days of their change in family status. Failure to notify within the thirty (30) day time period will result in the employee having to wait until the next enrollment period to change the coverage from single to family. A family contract in the name of one spouse may be transferred to the name of the other spouse at any time.

Employees who are members of an Anthem health care plan by virtue of prior employment elsewhere must pay the Hospital Care Corporation directly until such date as coverage under the City of Cincinnati becomes effective.

- C. A person who quits and then is reinstated or is a returning military veteran can pick up coverage on the first of the month following return to City service, provided he or she was a member of a City health care plan at the time of separation.
- D. An employee in a non-pay status shall have health care plan insurance premiums paid by the City for a maximum of three (3) months while he/she is in such status. The Finance Department will, at the employee's request, continue the employee as a member of the City health plan group if the employee pays the proper premium to the Finance Department. If the employee drops the coverage during such a period, he or she may renew membership with full coverage as of their first day back in City service provided the employee completes a new application form.

## **ARTICLE 23**

### **SICK LEAVE**

- A. **SICK LEAVE WITH PAY:** Each permanent employee who works full-time will be credited with two (2) hours of sick leave for each week of service with no limit on the amount of sick leave accumulation. Employees who work at least three-fourths (3/4) time but less than full time will be credited with a prorated amount of sick leave. In case of absence without pay during a bi-weekly pay period, full credit will be given if the employee works more than forty (40) hours. One week's credit (2 hours) will be given if the employee works one (1) to forty (40) hours, inclusive, in the pay period.
- B. **EMPLOYEES WITH BREAK IN SERVICE:** Any person who re-enters City employment within one (1) year shall be credited with any accumulation of sick leave balance remaining at the end of his previous service. With the exception of military leave, no credit is given if the employee was out of service more than one (1) year.
- C. **Sick leave can be used, with the approval of the department, in any of the following instances:**

1. **SICK WITH PAY (SWP):** Sickness or off-duty injury to the employee himself/herself. Sickness or injury caused by outside employment cannot be charged to SWP.
2. **SWP WHILE ON VACATION:** An employee who becomes sick and must be hospitalized while on vacation shall be allowed to charge the time to his sick leave if it is available.
3. **SWP-FAMILY (SWP-F):** SWP-F shall be granted for the reasons spelled out below. For purposes of SWP-F, immediate family is defined as husband, wife, parent, stepparent, parent-in-law, child, sister, brother, grandchild, grandparent, legal guardian, or member of the immediate household. All references to immediate family in this article will include this list of family members.
  - a. **Official quarantine** - for the duration of the quarantine.
  - b. **Illness of Family member** - One (1) working day to care for and make arrangements for a sick or injured member of the immediate family. If additional time is needed it shall be granted by the immediate supervisor provided the employee submits written verification by the treating physician regarding the nature of the illness and the length of time off to care for a sick member of the immediate family.
  - c. **Spouse leave for childbirth:** A spouse shall receive one (1) working day on the day the child is born and one (1) day on the day the child is brought home. If additional time is needed, refer to SWP-F (C.4.c) or utilize family leave act.

#### 4. VERIFICATION FOR SWP AND/OR SWP-F USAGE

- a. **Definitions:**
  1. **Instances:** An instance for purposes of this Article is defined as an occasion starting with two (2) or more hours regardless of duration.
  2. **Physician:** For purposes of this Article physician shall mean licensed doctoral level health care provider who is providing the treatment.
- b. **Five (5) or more instances:** An employee with five (5) or more instances of SWP, SWP-F, or any combination of the two during the 12 month period beginning and ending with the employee's annual performance rating date, will be required to provide a physician's verification of illness and inability to work, or in the case of SWP-F, provide verification of the illness of the involved family member from an appropriate official including: physician, school principle or designee, licensed day care provider, or other licensed health care professional.

- c. **Duration of Instance:** If any instance of SWP exceeds three (3) consecutive workdays, the supervisor may ask for a physician's verification.
- d. **Usage of greater than 80 hours:** At any time during the 12 month period beginning and ending with the employee's annual performance rating date, when an employee's accumulation of SWP and SWP-F usage totals 80 hours regardless of the number of instances, the supervisor may review the usage and choose to request a physician's verification for any subsequent usage during the 12 month period.
- e. **Patterned usage:** When an employee shows a pattern of usage of SWP and/or SWP-F as evidenced for example by a frequency or pattern contiguous to weekends, holidays, or vacation, a physician's verification of illness and inability to work will be required after three (3) instances during the 12 month period beginning and ending with the employee's annual performance rating date.

**5. SWP-MATERNITY:** Sick leave shall be granted to employees who are physically unable to work due to pregnancy, child birth, miscarriage, a related medical procedure, or recovery therefrom.

**6. SWP-INJURY (SWP-I):** is the use of SWP because of injury which occurred on the job according to the provisions of the contract.

**7. SWP-ADOPTION:** SWP-A shall be granted for the period during which the primary care giving employee is unable to work immediately after the arrival of the adopted child. All adoptions must be legally executed and recognized by the State of Ohio.

- a. **Length of Leave for SWP-A:** The duration of the leave is to be determined by the treating physician who must provide written verification of the need for and length of the leave. In no case shall the SWP-A leave exceed six weeks in the case of a child less than two years old, and two weeks in the case of a child over two years old.
- b. **Prior notification of Adoption:** The employee must notify the supervisor at least two (2) weeks in advance of the arrival of the adopted child. However, emergency situations will not automatically result in denial.

**8. SWP-DEATH:** SWP-D shall be granted in the case of death in the immediate family as follows:

- a. **Immediate Family:** Four (4) working days for the funeral shall be granted in the case of death of a husband, wife, parent, stepparent,

parent-in-law, child, sister, brother, grandchild, grandparent, legal guardian, or member of the immediate household.

- b. **Relatives other than immediate family:** In the event of the death of any relative, other than immediate family (first cousins, nieces and nephews of the employee or spouse, sister-in-law, brother-in-law, grandparent-in-law, uncles and aunts of the employee or spouse), an employee will be entitled to up to two (2) days to attend the funeral. Relatives do not include previous spouses or their relatives. Special cases requiring additional time may be taken up with the Human Resources Director. The number of days an employee shall be entitled to take in one (1) calendar year, for other than immediate family, shall not exceed six (6) days.

**9. Exemptions:** SWP-A, SWP-D, SWP-M, SWP-I, or injury with pay (IWP) shall not be counted against an employee as an instance or use of sick leave, or in determining the final rating on the employee's annual performance report. SWP-F shall not be counted against an employee in determining the final rating on their performance evaluation, however, it may be used in the comments section.

**10. SICK WITH PAY RETIREMENT (SWP-R):** Sick leave conversion on death or retirement:

- a. **Sick leave conversion on death:** If he/she has met the required age and length of service minimum, including time purchased for military service, he/she shall receive a lump-sum including time purchased for military service equal to one (1) hour for each one (1) hour of his SWP balance.
- b. **Sick leave conversion on retirement:** if he/she has met the required age and length of service minimum, including time purchased for military service, he/she will be paid one (1) hour for every two (2) hours of his/her SWP balance but not more than 600 hours. An employee who retired, was paid SWP-R, then returned to service cannot be paid SWP-R beyond a sum total of 600 hours which will include those hours for which he/she has already been paid.

**D. PAID SICK LEAVE RECIPROCITY:**

**1. Sell back of Accumulated SWP time:** An employee shall have the option of receiving payment in cash for unused sick leave accumulated during the previous City pay year. The first payment for this benefit will be made in early 1983 for the 1982 pay year and each subsequent period of time thereafter. The payment will be made on or before February 15 of each calendar year. NO prorated payments or conversion will be made for

employees leaving City service during the benefit year.

**2. Ratio of Pay for SWP Sell Back:** An employee can convert up to 60 hours of sick leave for 40 hours of pay (a 1 to 1.5 ratio) provided he/she has a sick leave balance of 200 hours after the last pay period of the pay year and has used no more than 24 hours of sick leave in that pay year. For the purposes of this section, sick with pay death will not be counted towards the 24 hour calculation. The hours of sick leave converted to cash will be deducted from the employee's sick leave balance. Unused or unconverted sick leave will be accumulated.

**3. Notification of Option:** An employee that is eligible and wishes to convert sick leave to cash must notify the appropriate payroll authority before January 10 of the same year the payment is made.

**4. Rate of Pay for Sell Back:** The payment will be made at the base rate of pay in effect in the last pay period of the benefit year. The pay rate will exclude special assignment pay, shift differential pay, temporary transfer pay, etc.

**E. PERSONAL LEAVES RECIPROCITY FOR RESPONSIBLE USAGE OF SWP/SWP-F:** Beginning on January 1, 2005, the following personal leave reciprocity plan will become effective:

1. Permanent employees will earn eight (8) hours of personal leave time if they use no more than eight (8) hours of SWP and SWP-F combined between pay period two (2) and pay period fourteen (14) of each year, if they have a 50 hour SWP balance at the end of pay period fourteen (14). Personal leave time earned for this period may be taken from pay period fifteen (15) through the end of pay period one (1) of the following year. Personal leave time must be scheduled with the approval of the supervisor.

2. Permanent employees will also earn eight (8) hours of personal leave time if they use no more than eight (8) hours of SWP and SWP-F combined between pay period fifteen (15) through the end of pay period one (1) of the following year, if they have a balance of 50 hours of SWP at the end of pay period one (1). Personal leave time earned for this period may be taken from pay period two (2) through pay period fourteen (14). Personal leave time must be scheduled with the approval of the supervisor.

3. Personal leave time credited in any half year period must be used in the following time period stated above, or the time will be forfeited. There will be no accrual of personal leave time.

**F. SICK LEAVE BENEFIT ACCRUAL RATE:** An employee's sick leave benefit accrual and accrual rate shall be determined by the provisions of Article 23



exclusively. Time previously spent in the employ of the state or any of its political subdivisions, or other public agencies, is specifically excluded. When calculating sick leave for employees covered by this Agreement the total shall not include sick leave earned and accumulated while in the employ of the state or any of its political subdivisions, or other public agencies. An employee who transfers from another public agency to the City shall not be credited with accumulated sick leave. It is expressly agreed that the contractual provisions contained in this section are intended to modify or replace the application of the statutory provisions set forth in O.R.C. 124.38 and any other statute or administrative regulation related to sick leave.

This Article shall also modify or replace any subsequent legislative enactments or administrative regulations concerning sick leave and in conflict with the provisions of this Article. Employees who have already received sick leave accumulation benefits as a result of outside employment shall not be affected by this change.

- G. **DISPUTE OF PHYSICIAN VERIFICATION:** If the agency questions the treating physician's diagnosis or the length of absence, the employee may be sent to the City Physician for evaluation.

In the event there is a dispute between the treating physician and the City Physician, the affected employee has the right to a third, neutral physician's opinion whose decision will be final and binding on the City and employee. Cost of the third physician will be borne equally by the City and the affected employee. The Union and City will agree to the selection of a third physician.

- H. **COOPERATION:** Union and Management have agreed to cooperate in programs to eliminate unnecessary absenteeism and sick leave abuse. It is to the benefit of each employee to conserve his/her sick leave benefit. It is also to the benefit of each employee to conserve his/her sick leave as insurance against the effects of a long-term illness on both himself and his family.

- I. **CORRECTIVE ACTION FOR ABUSE:** It is understood that the City retains its rights to utilize corrective action in cases of abuse which have been documented and investigated.

## **ARTICLE 24**

### **INJURY ON THE JOB**

- A. Whenever a permanent employee of the City of Cincinnati becomes injured on duty, he shall report the injury to supervision as soon as possible, but no later than 24 hours after the end of the shift in which the injury occurs. Each department shall develop a centralized reporting system for injuries

that occurred on the job but which the employee only became aware of within 24 hours after that shift. On the job injuries reported more than 24 hours after that shift will need to be justified by the employee. The Supervisor shall complete the appropriate injury report by no later than the end of the following workday following the report of injury on the job. The employee shall be entitled to his salary in full for the period of such injury as provided herein, not to exceed one year. The period may be extended not to exceed one additional year by the City Manager, or Chief Executive Officer, if the employee is a bed patient in a hospital. Except in the case of continuous hospitalization, no payments shall be made for injury arising after eighteen (18) months from the date of injury.

The City Manager or one designated by the City Manager shall review each case and extension every three (3) months to determine whether the employee shall be continued on the payroll. As a condition precedent to receiving the benefits provided for in this section the employee shall assign to the City the portion of his cause of action against any third party or parties responsible for his injury in the amount of the payments made by the City pursuant to this section.

- B. A permanent employee injured on the job must be sent to the City physician for examination, as promptly as possible, within the first two weeks, unless hospitalized. In the event the injured employee is unable to see the City physician within the two-week period, the employee and the supervisor shall agree to an acceptable date when the employee can be examined. The employee is responsible to promptly provide appropriate medical information from the employee's physician, supporting the IWP claim, to the agency and the Union.

If there is a dispute between the employee's physician and the City's Physician regarding IWP, the agency shall promptly forward the information to Risk Management for review. In the event that there is a disagreement between the City physician and the employee's personal physician, the Union and the City shall agree to the selection of a third physician.

The third physician shall make an examination of the employee and a recommendation as to the issues in dispute. Cost of such examination by the third physician shall be borne equally by the City and the employee. The decision of the third physician shall be final and binding upon both parties.

- C. A Worker's Compensation Claim should be filed by the employee for such injuries. The Agency is required to have the proper forms available and to assist the employee in completing the forms.
- D. Except as provided below, injury with pay benefits shall not be paid for the first forty (40) hours of the disability. The first forty (40) hours of the disability period shall be chargeable to sick with pay, vacation, compensatory time, if

available, or sick without pay.

- E. In case of injury resulting in the treatment by an emergency room, outpatient surgery, or in-patient hospitalization due to injury on the job, the first forty (40) hours of the disability period shall be compensated as injury with pay leave and shall not be chargeable to other leave. The City Physician will determine if treatment by an emergency room is a medical emergency supporting the Injury with Pay claim. The determination of the City Physician may be submitted to a third party physician, the cost of which shall be borne equally by the City and the Employee. The decision of the third physician shall be final and binding on both parties.
- F. An employee on injury with pay leave shall keep the City informed as to his condition and expected date of return to work. The proper form for reporting this is City Form 30-S "City of Cincinnati Physician's Statement." Daily reporting by the employee shall not be required provided the employee contacts the proper supervisor at least once a week. In case of long-term disabilities, the City and the employee shall establish a reasonable reporting procedure. An employee who is hospitalized shall not be required to report during the term of hospitalization. As a condition of receiving IWP, the employee shall participate in the City's Return to Work Program as directed by the Risk Management Department or its designee.
- G. Except for cases of continuous hospitalization, individual cases that require medical treatment beyond 18 months may be submitted by AFSCME to the Human Resources Director for consideration for extending the IWP period. The Human Resources Director's recommendations shall be submitted to the City Manager for approval or rejection.

## **ARTICLE 25**

### **OTHER LEAVES**

- A. An employee ordered for pre-induction physical shall be given time with pay for this purpose by showing his orders to his department head. Time taken for periodic physicals for retaining reserve status is not paid for.
- B. A permanent full-time employee who is a member of any military reserve component is entitled to leave of absence for active duty training for periods not to exceed thirty (30) calendar days per year. Such leave must be granted by the department head upon presentation of proper military orders. Military Training pay differential will be in accordance with the City Personnel Policies and Procedures.
- C. **JURY DUTY:** An employee called for jury duty will be granted a leave of absence

for the period of jury service and will be compensated for the difference between his regular pay and jury duty pay for work absences necessarily caused by the jury duty. To be eligible for jury duty pay an employee must present to the City a Jury Pay voucher showing a period of jury service and the amount of jury pay received. An employee working other than the day shift who is called for jury duty shall be transferred to the day shift for the duration of the jury service.

- D. **WITNESS IN COURT:** When an employee is called as a witness in a private case, he is not paid unless the call arises from his City employment or as a result of a subpoena issued by the Prosecutor's office or the Police Division. (e.g., Employee observed an accident while on the job; testifying from official records.) Testimony given in a court appearance on the employee's off-duty time is paid for by compensatory time off. Witness fees must be turned into the department for deposit with the City Treasurer if the employee is paid his regular salary.
- E. **PERSONAL WITHOUT PAY (P.W.O.P.):** An employee may, at the discretion of the department head, be granted a leave without pay for up to one year for any reason, except to try out another job.
- F. **SICK WITHOUT PAY (S.W.O.P.):** leave shall be granted when an employee is sick or injured, but does not have a Sick With Pay (SWP) balance. If the leave extends beyond one (1) month, a medical certificate shall be required before return to work.
- G. Notwithstanding the provisions of the Family and Medical Leave Act (FMLA), the employer shall not require an employee who has fully depleted his/her SWP or SWP-M balance to substitute any vacation or compensatory leave earned under this Agreement for unpaid leave taken under FMLA without consent of the employee.

## **ARTICLE 26**

### **PENSION PLAN AND RETIREMENT**

- A. Membership in the Retirement System is compulsory for all employees covered by this Agreement except those who are members of the Public Employees Retirement System of Ohio.
- B. Employees retiring on Service Retirement receive an annual retirement allowance equal to either 2.22% or 2.50% times the average of the total pay for the three (3) year consecutive period in which he/she received the highest amount of pay, times the number of years of service. On the first anniversary of retirement, a 3% annual increase becomes effective and the increase is received each year thereafter. Included in the average highest compensation of those

retiring on and after 1/1/76, whose allowance is determined using the 2.22% multiplier, is that portion of their lump-sum termination leave pay which could be accumulated in their final three (3) years of active service. A maximum of 312 hours of pay for unused sick time is included. This conversion provision is conditioned upon a 7% employee contribution to the Retirement System based upon and deducted from the total lump-sum payment and overtime of those employees whose pension is calculated using a 2.22% multiplier.

Whether an employee's retirement allowance is calculated using a 2.22% or 2.50% multiplier is determined by the employee's employment date. Those hired after July 12, 1998 will use the 2.50% number. Those hired prior to that date had the option to declare, prior to July 11, 1999, which multiplier will be used.

- C. A death benefit of half a year's salary, in addition to return of contributions, plus interest, is provided in case of death while in service, provided an option has not been chosen and the employee has been a member for eighteen (18) months. In case of death after retirement, a \$7,500 death benefit is paid and if no option has been taken, any remaining balance in the employee's accumulated contribution fund is returned.
- D. Monthly survivor's benefits, including medical coverage, as provided in the Cincinnati Municipal Code, only if employee dies before retirement, or before a retirement option is selected.
- E. Survivor benefits are as provided in the Cincinnati Municipal Code.
- F. The Blue Cross/Blue Shield or Health Maintenance Plan coverage provided for retirees, their dependents, and eligible survivors as provided in the Cincinnati Municipal Code.
- G. Employees with twenty (20) years of service, including members on deferred retirement, may select an option even though they are not eligible for retirement. If such a member selects an option and dies prior to becoming eligible for retirement, his beneficiary will begin to receive the retirement allowance at the time when the deceased member would have reached age sixty (60). However, the beneficiary will receive no survivor's benefits or death benefits.
- H. Effective March 1, 1974, if you have fifteen (15) years of service, you can leave the service, leave your money in the system and get a retirement allowance when you become sixty (60), but you must apply for deferred or regular retirement within one (1) year of your resignation and pay the total balance due of any retirement system loans prior to leaving City service.
- I. Members in service at least three (3) years may borrow up to half their accumulated contributions, if the member can repay the loan prior to his attainment of age

65, by deduction of a minimum of 5% or a maximum of 25% from his gross pay. Applications must be made to the Retirement System Office in City Hall.

- J. Effective January 1, 1975, a member may purchase retirement service credit for military service, performed prior to enrollment in the Retirement System. The following rules apply:
1. A maximum of three (3) years of military service credit may be purchased;
  2. Members must have been honorably discharged;
  3. Military Service Credit purchased from the Retirement System cannot be used under any other retirement program except Military Retirement or Social Security;
  4. Military Service credit may be purchased at any time prior to retirement;
  5. Military Service which may be purchased is for active duty as a member of the armed forces of the United States. This includes the Army, Navy, Air Force, Marine Corps, Coast Guard, Auxiliary Corps as established by Congress, member of the Army Nurse Corps, Navy Nurse Corps, or Red Cross Nurse who has served in the Army, Navy, or hospital service of the United States;
  6. Members must furnish the Retirement System a copy of their Military Service Record and complete an application form furnished by the Retirement System;
  7. Cost will be based upon the following:
    - a. Number of years, months and days of military service (maximum of three years);
    - b. Retirement contribution of 7% based on the annual salary rate at the time membership in the Retirement System was established;
    - c. Interest of 4% compounded annually, from the date of discharge to the date of payment.
  8. A member may purchase all of his military service credit (maximum of three years) at one time or it may be purchased in increments of one year.
- K. An eleven (11) member Board of Trustees, composed of four (4) elected employee representatives, the City Manager, a member of the Civil Service Commission, one (1) member of City Council, an elected retired employee, the Mayor, Finance Director and a citizen member nominated by the other members, administer the Retirement System.

- L. Disability Retirement Allowance: a member in service who is disabled as a result of an on-the-job accident or having completed five (5) years of service, who is disabled by reason of an accidental or non-accidental cause not on the job shall be entitled to disability retirement.
- M. Persons Re-entering Service: any member who has left the City service for any reason and withdrew his accumulated contributions may obtain service credit for that period upon re-entering City service and becoming a member after completing three (3) years of service after re-enrollment and paying into the fund the sum of money equal to the amount withdrawn plus interest plus 50% of the amount determined by the Retirement System Actuary to be required to be paid into the Pension Accumulation Fund. An employee who returned to membership status prior to 2/19/65 need not pay the 50% amount into the Pension Accumulation Fund.
- N. On or after January 1, 1978, a member with thirty (30) years of creditable service may be entitled to receive a service retirement allowance regardless of age.
- O. The Union and City shall update this article during the term of the agreement as changes occur and become effective, to reflect the actual rules, regulations, practices and procedures of the Retirement System. The rules, regulations, practices and procedures of the Retirement System are those enacted by the Board of Trustees of the Retirement System and the Council of the City of Cincinnati.
- P. The City will also deduct from the retirement benefits payable to retired employees, of the City, dues payable to a retiree organization established by, or affiliated with the Union, upon receipt of a voluntary written individual authorization from any such retired employee on a form mutually agreed to by the Union and the City. The Union shall be entitled to the name and address of all individuals qualified to authorize such deductions under this provision.

## **ARTICLE 27**

### **LUMP-SUM TERMINAL LEAVE BENEFITS**

- A. All employees will be paid all terminal benefits in lump-sum payment.
- B. The lump-sum payment shall be made at the rate of pay in effect on the employee's last day in a pay status and shall include payment for unused vacation and compensatory time, SWP-R, and longevity pay. The amount so accepted by members of the City of Cincinnati Retirement System shall be included in calculating the employee's earnings for pension purposes for those employees hired prior to July 12, 1998, who do not choose an alternative

pension calculation formula, subject to the limitations of Chapter 203 of the Cincinnati Municipal Code. The lump sum payment will be subjected to the usual taxes, and retirement deductions will be made. All retirements in the City Retirement System will become effective the first of the month following the month in which the employee was last in a pay status:

1. **Vacation:** Vacation is credited up to the date of separation. All unused vacation time must be used prior to the effective date of separation or included in the lump-sum payment.
  2. **SWP-R:** If he has met the required age and length of service minimum (including time purchased for military service) he will be paid one (1) hour for every two (2) hours of his SWP balance, but not more than 600 hours. An employee who retired, was paid SWP-R, then returned to service, cannot be paid SWP-R beyond a sum total of 600 hours.
  3. **Compensatory time:** All unused compensatory time must be used prior to the effective date of separation or included in the lump-sum payment.
  4. **Longevity pay:** Longevity pay for the current year shall be pro-rated and paid as part of the lump sum. The last day on the payroll shall be used to calculate this payment.
- C. Lump-sum payment will be made within sixty (60) days of the last day worked.
- D. Any employee who has received injury on the job pay and who qualifies for regular retirement or disability retirement, shall not be charged for time received on injury pay leave by using the employees accrued but unused sick leave.

## **ARTICLE 28 LONGEVITY**

All permanent employees in the service of the City covered by this Agreement shall be paid compensation for length of continuous service in the employment of the City as follows:

- A. After completion of eight (8) years of continuous service, the sum of Two Hundred Fifty Dollars (\$250.00) per annum.
- B. After completion of fourteen (14) years of continuous service, the sum of Three Hundred Dollars (\$300.00) per annum.
- C. After completion of twenty (20) years of continuous service, the sum of Three Hundred Fifty (\$350.00) per annum.



Longevity compensation for length of service shall be included in the employee's salary and shall be paid on or about the first day of December of each year beginning with the calendar year in which the employee completes, on or before December 31, a term of service set forth in items A, B, and C above. Regular longevity payments will be paid with the regular paycheck.

In case of the employee's death, retirement, dismissal or resignation with proper notice, the employee shall be paid for the number of months on the payroll on a pro-rated basis.

## **ARTICLE 29 HEALTH AND SAFETY**

- A. It is the responsibility of every department to provide the safest working conditions, tools, equipment and work methods for employees. Management and Labor must see that all safety rules and good working methods are used by all employees. It is the duty of all employees to use the safety rules and safe methods recommended for their safety. Violations of safety rules are to be considered the same as a violation of any other department rule.
  
- B. A standing safety committee shall be established in all Departments in consultation with the Employee Safety Unit. The committees shall be composed of representatives of labor and management. The committees may:
  - 1. Develop plans for and ensure the provision of proper safety training for management and labor;
  - 2. Ensure the maintenance of safety standards at least as protective as OSHA and that meets all standards set forth in the Employee Safety Instruction Manual;
  - 3. Ensure participation of labor and management in the development of specifications for and purchase of new equipment;
  - 4. Ensure an effective feedback loop between the Department's Labor/Management Committee and the CHASE Committee including, but not limited to, safety recommendations made by the CHASE Committee and the Departments;
  - 5. Develop, implement and evaluate incentives that will promote safe work practices and reduce safety violations;
  - 6. Ensure the development, implementation and evaluation of proactive safety audits of all work practices.

- C. The City agrees to meet not less than quarterly with the CHASE Committee whose membership includes Union and Management representatives for the purpose of discussing health and safety issues which may be of concern to the Union or Management. The City agrees to release from duty not more than seven (7) employees for committee participation with pay for lost time of actual hours scheduled for work.

## **ARTICLE 30 CREDIT UNION, PAYROLL DEDUCTION AND DIRECT DEPOSIT**

City employees may join the Municipal Credit Union at any time. Savings or repayment of loans may be by payroll deductions. Effective August 20, 1989 the City will make direct deposits to the Credit Union or any established bank in Hamilton County at the request of the employee.

Union and management agree to cooperate in efforts to encourage employees to use direct deposit for their bi-weekly paycheck.

## **ARTICLE 31 MILEAGE**

Any employee required to use his/her private auto on official City business or to travel from one worksite to another worksite shall receive a mileage allowance with no limitation on number of miles for the paid allowance. Reimbursement for mileage will not be made for driving from home to the initial worksite for the day or from the final worksite to home at the close of the work day; however, if the initial or last worksite is further away from home than the base work area, mileage will be paid for the additional miles only. If the initial or last worksite is the same or closer to home than the base work area, no mileage reimbursement will be paid.

**Upon contract ratification** the mileage reimbursement rate shall be equal to the rate used by the Internal Revenue Service for business mileage

## **ARTICLE 32 UNIFORMS**

Any City agency requiring employees to wear uniforms shall negotiate the provision of uniforms and/or a uniform allowance through memos of understanding between the individual agencies and locals. The agencies will provide necessary funding for implementation of negotiated memos of understanding.

## **ARTICLE 33**

### **LABOR MANAGEMENT COMMITTEE**

- A. The City and the Union will meet regularly as necessary. At least ten (10) days prior to the meeting date, an agenda will be submitted by either party outlining the items to be discussed. The purpose is to maintain open communications between the parties.
- B. Consistent with the Mission Statement of the Labor Management Committee (LMC), the LMC Steering Committee will commit resources necessary for its own support whereby both sides contribute. In addition, there will be a general commitment to explore all sources of support (e.g., grants, volunteer support, paid support, City, Ohio Council 8, AFSCME International Union, six locals, foundation support and so on). LMC Steering Committee will organizationally support the departmental and divisional LMCs.

## **ARTICLE 34**

### **SHIFT PREFERENCE**

When a job opening occurs in a classification on a shift in an operational unit, notice of such opening shall be posted for seven (7) calendar days. Employees working in the same classification and operational unit who wish to be considered for the job opening must file a written request with the person designated on the notice by the end of the posting period. The opening shall be first offered to employees according to job classification seniority and ability to perform the work of the opening.

## **ARTICLE 35**

### **JOB DESCRIPTIONS**

- A. The City shall provide the Union with copies of descriptions for all classifications in the bargaining unit.
- B. Any change in job description shall be provided to the Union at least thirty (30) working days prior to submission to the Civil Service Commission. The Union may contact the City within that thirty day period to discuss the changes.

## **ARTICLE 36**

### **JOB EVALUATION AND CLASSIFICATION**

Whenever a substantial change in the method of operation, tools or equipment occurs, or if a change in the Civil Service classification is made or if a new

classification is created or if a wage inequity exists, the City and the Union shall meet for the purpose of negotiating a rate of pay for the classification in question. Both the City and the Union may propose inequity adjustments. In the event the City and Union are unable to reach an agreement on the wage adjustment, the parties shall submit the dispute to advisory arbitration.

## **ARTICLE 37**

### **NON-BARGAINING UNIT EMPLOYEES**

The City recognizes that Appendix A (Bargaining Unit Classifications) represents positions assigned exclusively to this bargaining unit. The City will agree that full-time equivalent (FTE) positions that are in the bargaining unit may not be underfilled by a Municipal Worker (MW) unless otherwise provided in this section. Situations where seasonal, temporary or emergency work is required to supplement the agency workload, seasonal employees or MW's may be used to perform said work. MW's can only be used to perform unskilled duties as identified by Civil Service Rules, or where identified by Memorandum of Understanding with the Union. It is recognized that MW's have been used to fill in for skilled entry level clerical duties. It is agreed that, recognizing the need to complete work, MW's cannot be used to temporarily underfill in an entry level clerical position longer than thirty (30) days; if an examination is required, the time is extended until three (3) weeks after posting of the eligibility list. MW's may not exceed fifteen hundred sixty (1560) hours.

When a MW reaches the 1560 hour limit within a twelve (12) month period, unless otherwise mutually agreed to by the Agency and AFSCME, such employee must either be laid off or hired by the Agency as a full-time employee.

If a MW is laid off within a twelve (12) month period because he reached the 1560 hour limit, he/she shall not be re-hired as an MW until after the anniversary date of his/her first hire. If an Agency re-hires an MW who has reached the 1560 hour limit before the expiration of the twelve (12) month period, the MW shall be hired as an unskilled full-time employee within two (2) pay periods of the date of re-hire.

For the purposes of this Article, "12 month period" begins on the date of the MW's first hire.

If an Agency is currently using or perceives a need to use MW's in a manner other than specified in this Article, the Agency must open discussion with AFSCME and present the reasons. If AFSCME and the Agency cannot reach agreement regarding the body of work, the work will be suspended until a mutual agreement is obtained, unless the Division or Department Head declares an emergency and has offered any higher-paying work to bargaining unit members prior to assigning work to MWs. The parties will continue to meet to reach mutual agreement with recognition that

the Union can grieve the matter if mutual agreement is not reached.

The City will notify AFSCME every 120 days of the name, nature of work, location and hours worked by MW's in all Agencies.

No temporary, seasonal or MW's will perform work that is normally performed by the bargaining unit where such replacement will cause loss of a job or loss of scheduled or call-out overtime opportunities, or where overtime is an extension of the bargaining unit employees' normal shift, except as provided in this Article.

AFSCME acknowledges that the City may, from time to time, use contract employees to supplement work on a temporary, as needed basis.

The City agrees, work normally performed by employees in the bargaining unit covered classifications shall not be contracted or subcontracted temporarily unless there are insufficient employees within the Agency to perform the necessary work, or bargaining unit covered employees do not have the skill, ability, technical knowledge, or necessary tools and equipment to perform such work.

The City agrees any temporary contracting or subcontracting shall not result in layoff, reduction in pay or position of bargaining unit covered employees, the circumventing of any provision of this Agreement or depleting the bargaining unit.

Temporarily contracted work normally performed by employees in the bargaining unit which extends beyond one hundred twenty (120) days shall be reported to AFSCME for review of impact on bargaining unit employees. The Agency will meet with AFSCME upon request.

## **ARTICLE 38 EMPLOYEE PARTICIPATION IN OPEN EXAMS**

- A. Employee development is a very important part of City Service and employees are encouraged to prepare themselves for the many and varied opportunities which are available. Many employees take promotional examinations to upgrade themselves in their own departments, but many also take open exams to secure advancement. The following procedure applies when an employee wishes to take part in a Civil Service open examination for a job which is in his own or another department or division:
1. When an employee intends to take an open examination during working hours, he shall notify his supervisor not later than the day following the filing of his application.
  2. If the examination is scheduled to be given more than once in a day,

the employee's supervisor will determine the time the employee will be excused to take the examination.

3. If the examination is to be given on the employee's off-duty time, the employee shall take the examination at this time. He will so notify the clerk at the time of filing to take the examination and will be given preference for the examination session he shall attend.
  4. In the event of an oral interview or a practical examination as part of open examination procedure the same principals as stated above shall apply.
- B. Each employee shall be entitled to time off with pay from his job to participate in three open examinations during a twelve-month period. Participation in the written, practical and/or oral portions of any one examination shall be considered as only one examination for counting purposes. Participation in any part of such an examination without completing other necessary parts shall be considered as one examination for counting purposes. An employee may request time off without pay to participate in more examinations if he so desires, or use vacation or overtime credits.
- C. The employee's supervisor shall allow reasonable time for the employee to be absent from work, including travel time to and from the examination, when the employee is scheduled for an examination.

## **ARTICLE 39 PEOPLE CHECK-OFF**

The City agrees to check-off employee deductions to Public Employees Organized for Political Legislative Equality (PEOPLE).

## **ARTICLE 40 TUITION REIMBURSEMENT**

The City supports and encourages employees to increase skills by continuing education through tuition reimbursement.

A full-time (at least 3/4 time) permanent or provisional employee is eligible for 100% tuition reimbursement for achieving a grade of A in an approved course, 80% tuition reimbursement for achieving a grade of B in an approved course, 60% for achieving a grade of C in an approved course. In courses that are graded on a pass/fail basis, 80% tuition reimbursement will be granted for a passing grade, 0% reimbursement for a failing grade. Reimbursement for up to six credit hours is available per academic session under the following conditions:

1. The employee has completed his probationary period or six months of employment, whichever comes first, before the course begins.
2. The education or training is obtained from an accredited school during non-working hours. An agency may allow courses to be taken during work hours, provided vacation and/or compensatory time is used.
3. The course is job-related to the employee's current position or to his future City development and promotion.
4. Request for reimbursement is filed before course registration using the designated form. The reimbursement is only for tuition expenses. Lab fees, etc. are not reimbursable. Funds from the Agency's budget must be available. If authorized by his or her department, an employee may receive 60% of the reimbursement amount upon course approval by the Director of Human Resources. The balance shall be reimbursed at course completion based on grade achieved.
5. A receipt of tuition payment and a grade report is submitted within 30 days after the academic session ends. A grade of at least "C" or equivalent must be achieved in each course.
6. Human Resources Department will monitor for consistency and fairness, and will meet with the Union and employees when requested. Final determination regarding course relatedness or accreditability shall be made by the Director of Human Resources.
7. The rate of reimbursement shall be capped at the undergraduate credit hour rate at the University of Cincinnati. In no event shall an employee be reimbursed for more than twenty-four (24) quarter hours or sixteen (16) semester hours per calendar year.
8. Employees will be required to remain employed with the City for a minimum of two (2) years after receipt of the last reimbursement payment. If an employee leaves City employment prior to the expiration of that two (2) year period, he or she will be required to refund the City a pro rata amount. Exceptional cases will be reviewed by the Director of Human Resources upon a case-by-case basis.
9. An employee currently enrolled in a program which has been approved by the Director of Human Resources shall be reimbursed based upon the full rate of tuition at that university or college for the remainder of the degree program or course of study, and the employee will not be held to the two (2) year employment restriction contained in #8 above, or the five (5) year employment restriction contained in #9 above.

A Memorandum of Understanding will be prepared with appropriate agencies that have non-paid status employees, as needed. The Director of Human Resources shall contact the appropriate agencies to ensure that such M.O.U.'s are established.

The Director of Human Resources will continue to explore additional funding options. If needed, appropriate M.O.U.'s will be pursued by the City.

## **ARTICLE 41**

### **OHIO AFSCME CARE PLAN**

Effective January 1, 2005, and continuing for the length of the current labor agreement, the City will contribute \$63.75 per month per full-time employee in the bargaining unit who has completed 120 days of employment, for insurance and health care benefits provided by the Ohio AFSCME Care Plan (Vision Care, Life Insurance Coverage, Drug Prescription, Hearing Aid, and Dental II).

## **ARTICLE 42**

### **FAIR SHARE FEE**

- A. All employees in the bargaining unit who are not members in good standing of the Union, shall pay a fair share fee to the Union. All employees who do not become members in good standing of the Union shall pay a fair share fee to the Union effective sixty (60) days from the employee's date of hire. The bi-weekly fair share shall be certified to the City Treasurer by the Local Union. The deduction of the fair share fee from the earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. Payment to the Union of fair share fees shall be made in accordance with Article 5.
- B. The Union will indemnify and save the City harmless from any action arising from the deduction of the fair share fees as agreed in this Article commenced by an employee or any other individual against the City or the City and the Union jointly.
- C. On an annual basis, the Union will provide the City a copy of its fair share fee procedure notice not later than 60 days following the completion of the Union's annual fair share fee arbitration case. The Union's Law Department will provide the City a legal opinion stating that the Union's fair share fee procedure meets all applicable legal and constitutional requirements.



**ARTICLE 43  
GENERAL WAGE INCREASES**

- A. Effective upon ratification of this agreement, all employees in the bargaining unit shall receive 0% increase.
- B. Effective with the first pay period of August, 2011, all employees in the bargaining unit shall receive 0% increase.
- C. Effective August 4th, 2012, the contract will be reopened solely with respect to Article 44, General Wage Increases.

The wage rates for each position shall be set forth in Appendix F and shall become a part of this Agreement.

**ARTICLE 44  
SUBMISSION TO COUNCIL**

The City agrees to submit this Agreement to City Council for adoption in Ordinance form.

**ARTICLE 45  
LEGALITY**

It is the intent of the City and the Union that this Agreement comply, in every respect, with applicable legal statutes, governmental regulations which have the effect of law, and judicial opinions except where this Agreement prevails over current law in accordance with the provisions of ORC Chapter 4117.

**ARTICLE 46  
INTEGRITY OF AGREEMENT**

This contract represents the entire agreement between the parties with respect to rates of pay, wages, hours of work, benefits and other conditions of employment which shall prevail during the term of this agreement unless otherwise changed through negotiation by mutual agreement of the parties.

## **ARTICLE 47**

### **LENGTH OF CONTRACT**

As of this date of execution, this Agreement supersedes all previous Agreements between the City and the Union. It does not eliminate any existing City, Departmental, or Agency Memorandum of Understanding or Agreement between the City and the Union unless those are specifically contrary to this Agreement and then only those items that are contrary.

This Agreement shall be effective on the 8th day of August 2010 and shall terminate at 12:00 Midnight on August 17, 2013. This Agreement shall continue in effect unless either party gives at least ninety (90) calendar days notice prior to August 17, 2013, of an intent to negotiate on any or all of its provisions, or any yearly anniversary date thereafter. If such notice is given, negotiation shall commence with fourteen (14) calendar days after receipt of such notice.

## **ARTICLE 48**

### **RESIDENCY**

The City shall comply with O.R.C. §9.481.

## **ARTICLE 49**

### **SUCCESSOR**

It is recognized that the City may transfer city services to other political subdivisions (public employer) or private contractors. When such transfer of city services impacts bargaining unit employees who could be moved to a new employer or face job elimination (public/private), the City will notify the Union at least thirty (30) days prior to the effective date of transfer whenever sufficient time permits or earlier whenever possible. The City and Union will meet to discuss the mutual interests of employee job security, terms and conditions of employment, continued union recognition and other issues of mutual concern.

Prior to the City transferring, selling or leasing to another entity any operation(s) covered by this Agreement, the City shall arrange a three-way meeting between the outside entity, itself and the Union for discussion regarding bargaining unit members and union security issues. The City shall inform the outside entity of this meeting as part of the bid process, and the meeting must occur prior to entering into a contract for services. While the actual transfer of bargaining unit work is not a bargaining issue, and this meeting is not meant to bind the contractor, it is agreed that employee protection and security are in the mutual interest of the City and Union.

It is further understood that City employees retain the right to bid on any bargaining unit work which may be transferred, sold or leased to another entity with the complete support of management and the appropriate assistance necessary to submit a realistic bid.

In the event the City plans to close a work unit, which contains bargaining unit employees, it will notify the Union at least 30 days in advance of the closing and meet with the Union immediately to discuss the reason for the closing and status of bargaining unit employees.

## **ARTICLE 50 PERFORMANCE REVIEW**

- A. Every regular employee must be given a performance rating once a year. In the event an employee is dissatisfied with the overall (Does not meet expectations) performance rating, said rating may be grieved through the Grievance Procedure.
- B. The City and the Union jointly recognize the importance of a fair, objectively based performance review system. They further recognize that such a system is important in developing a high performance work environment. A supervisor must discuss the performance expectations with the employee at the beginning of the evaluation period and keep the employee informed of his/her progress throughout the rating period. Performance ratings will be given to employees in a timely manner according to Civil Service Rules.
- C. The City and the Union have established a Performance Review Research Team. Commencing with the execution of this agreement, the Research Team which will consist of three (3) representatives from the Union and three (3) representatives from the City will meet at its discretion to monitor the Performance Review process. The Research Team will present a joint recommendation to the City-wide LMC within nine (9) months from ratification of this agreement. The City-wide LMC shall present its recommendation to the City Manager for review and approval.
- D. The Department of Human Resources will monitor the performance review process, procedures and timelines for compliance by the City departments.

## APPENDIX A

### BARGAINING UNIT CLASSIFICATIONS

Accounting Technician 1	Clerk Stenographer*
Accounting Technician 2	Clerk Stenographer 3*
Accounting Technician 3	Clerk Typist 1
Accounting Technician 4*	Clerk Typist 2
Airport Maintenance Supervisor	Clerk Typist 3
Airport Maintenance Worker	Clerk With Data Entry*
Airport Service Supervisor*	Clinical Medical Lab Technician 2
Architectural Technician 1	Clinical Medical Lab Technician 3
Architectural Technician 2	Clinical Medical Lab Technician I
Asphalt Plant Equipment Operator*	Community Center Director
Asphalt Raker	Community Center Director 1*
Assistant Fire Alarm Operator & Dispatcher	Community Center Director 2*
Assistant Operator & Dispatcher	Computer Operator 1
Assistant Supervisor of Sidewalk Inspection*	Computer Operator 2
Assistant Turf Manager	Convention Hall Security Officer*
Automotive Mechanic	Convention Hall Security Worker
Automotive Mechanic Helper	Convention Hall Utility Worker
Automotive Mechanic-Crew Chief	Custodian
Automotive Street Cleaning Equip. Operator	Customer Relations Representative
Automotive Upholsterer	Data Control Technician
Boiler Operator*	Dental Assistant
Buildings Maintenance Worker	Dental Hygienist
Card Punch Operator*	Diesel Mechanic
Casework Associate	Drafting Technician 2*
Cashier 1	Electrical Maintenance Helper
Cashier 2*	Electrical Maintenance Worker 2
Cement Gun Nozzle Operator*	Electrical Maintenance Worker I
Cement Gun Utility Worker	Electronics Technician 1
Chemical-Combustion Plant Crew Leader*	Electronics Technician 2
Chemical-Combustion Plant Operator*	Emergency 911 Operator
Chief Inspector Testing Lane*	Engineering Clerk
Chief Telephone Operator*	Engineering Technician 1
City Hall Cleaning Supervisor	Engineering Technician 2
City Planning Technician 1	Engineering Technician 3
City Planning Technician 2	Engineering Technician 4
City Planning Technician 3	Equipment Dispatcher 1*
Civil Engineering Technician 1	Equipment Dispatcher 2
Civil Engineering Technician 2	Facility Attendant*

Civil Engineering Technician 3	Facility Maintenance Specialist
Cleaner	Fire Alarm Operator & Dispatcher
Clerk 1	Florist 1*
Clerk 2	Florist 2*
Clerk 3	Florist
Greenskeeper*	Plant Operator 1
Health Technician	Plant Operator 1-Ohio Class 1 Certificate
Home Health Aide	Plant Operator 2
Hostler	Plant Operator 2-Ohio Class 2 Certificate
Industrial Waste Inspector	Police Technician
Inspector 1	Power Plant Engineer Operator*
Inspector 2	Pretreatment Specialist
Inspector Trainee*	Project Technician*
Investigator, Finance Department*	Property Record & Account Clerk*
Irrigation Specialist*	Public Health Nurse 1
Laboratory Assistant	Public Health Nurse 2
Laboratory Technician 1	Public Health Nurse 3
Laboratory Technician 2	Public Vehicle Investigator
Laboratory Technician 3	Public Works Inspector 1
Laboratory Technician 4	Public Works Inspector 2
Laborer	Pumping Station Operator*
Law Enforcement Instructor	Radio Operator Technician 1
Lead Computer Operator	Radio Operator Technician 2
Library Technician*	Radiologic Technologist
Licensed Practical Nurse*	Recreation Camp Caretaker
Litter Control Officer	Recreation Facilities Caretaker
Loan Officer*	Recreation Maintenance Worker*
Maintenance Crew Leader	Reproduction Machine Operator 1
Maintenance Machinist	Reproduction Machine Operator 2
Maintenance Machinist Crew Leader	Reproduction Machine Operator 3 (Digital Specialist)
Maintenance Machinist Helper	Sanitarian
Mechanical Utility Worker	Sanitarian-in-Training
Medical Assistant	Sanitation Equipment-Crew Leader
Motor Equipment Operator 2	Sanitation Helper
Motor Equipment Operator 3	Sanitation Specialist
Motor Equipment Operator I	Sanitation Truck Driver
Network Technicians (new class)*	Senior Sanitarian
Operator and Dispatcher	Senior Customer Relations Rep.
Outdoor Education Center Director 1	Service Crew Leader
Park Conservatory Heating Attendant*	Sewer Construction Inspector

Park Maintenance Crew Leader 1	Sidewalk Inspector
Park Maintenance Crew Leader 2	Sign Painter
Park Naturalist	Special Complaints Investigator*
Parking Attendant	Stockhandler
Parking Enforcement Officer	Storekeeper
Parking Enforcement Officer & Meter Inspector	Storm Sewer Maintenance Specialist
Parking Meter Collector	Structures Maintenance Worker
Parking Operations Crew Leader	Supervising Clerk
Pharmacy Technician	Supervising Groundskeeper
Plant Maintenance Trainee	Supervising Highway Sign Maker
Plant Maintenance Worker	Supervising Parking Meter Collector
Supervising Storekeeper	Wastewater Collection Crew Leader
Supervising Structures Maintenance Worker	Wastewater Collection Inspector
Supervising Traffic Aids Worker	Wastewater Collection Pipelayer
Supervisor of Public Vehicle Investigations*	Wastewater Plant Incinerator Operator
Telecommunication Instr. Maint. Worker*	Wastewater Plant Maintenance Worker
Telecommunications Cable Splicer*	Wastewater Plant Maintenance-Crew Leader
Telecommunications Helper*	Wastewater Sampler and Gauger 2*
Telecommunications Linewire Worker*	Wastewater Sampler and Gauger 3*
Telecommunications Specialist 1	Wastewater Sampler and Gauger 1*
Telecommunications Specialist 2	Water Customer Service Representative 1
Telephone Operator	Water Customer Service Representative 2
Tire Repair Worker*	Water Meter Reader
Traffic Aids Worker	Water Meter Repairer
Traffic Engineering Technician 1	Water Service Application Clerk
Traffic Engineering Technician 2	Water Works Construction Inspector
Traffic Engineering Technician 3	Water Works Dispatcher
Tree Maintenance Crew Leader	Water Works Guard
Tree Maintenance Worker	Water Works Maintenance Crew Leader
Truck Driver	Water Works Maintenance Worker
Turf Manager	Water Works Mechanical Maintenance Worker*
Turf Manager 1*	Water Works Valve Operator 1
Turf Manager 2*	Water Works Valve Operator 2
Typesetter/Paste up Artist	Weights and Measures Inspector
Utility Laborer	Welder
Vector Control Inspector	Welder Helper
Venereal Disease Investigator	

\* Inactive Bargaining Unit Classifications

## **APPENDIX B**

The City agrees to continue the availability of the Flexible Benefit Plan, (e.g., spending accounts for child care) to all Division 1 employees.

## **APPENDIX C LETTER OF AGREEMENT SPECIAL HOLIDAYS**

The City of Cincinnati and AFSCME Ohio Council 8 agrees that the authority to grant Special Holidays, including Days of Mourning, shall rest with the City Manager of the City. The City and the Union also agree to delete the language relating to Special Holidays and Days of Mourning from the Labor Agreement commencing on August 13, 1995 (Article XV, A).

## **APPENDIX D LETTER OF AGREEMENT ELIGIBILITY FOR UNION REPRESENTATION AND MEMBERSHIP**

The Union and the City agree that the following types of Bargaining Unit (Division 1) employees shall not have Union dues or Fair Share Fees deducted from their pay:

- Permanent Part Time (less than 3/4 time)
- Seasonal Full and Part Time
- Temporary Full and Part Time
- Student Interns

All full-time employees (3/4 time to full time) will have Fair Share Fees or Union Dues deducted from their pay in accordance with provisions of Article 5 and Article 43 of the Labor Agreement.

## **APPENDIX E PAYROLL PROCEDURES SHIFT DIFFERENTIAL**

Listed below are examples of how shift differential can occur and how it is recorded.

### **Rule 1. Replacement**

A shift worker is paid the shift differential (if any) attached to the shift he is working. This is true regardless of whether he was originally assigned to work

that shift or whether he is assigned to fill in for another employee.

Example 1: Employee A is working the second shift, is asked to stay and work the third shift also to replace Employee B who was originally assigned to work third shift but who called in sick. In this case, Employee A receives eight (8) hours at the proper overtime rate plus third shift differential at overtime rate for working as Employee B's replacement.

### **Rule 2. Continuous Hours - Same Job**

A shift worker is paid the shift differential (if any) attached to his assigned shift for all continuous hours worked if he is not filling in for another employee on the shift before or after his assigned shift.

Example 1: Employee A assigned to the second shift is asked to stay over an additional two (2) hours (into the third shift) for a special training seminar. He receives eight (8) hours straight time, two (2) hours overtime, 11 hours of second shift differential.

Example 2: Employee B assigned to the first shift is asked to stay over an additional two (2) hours (into the second shift) to complete some special paperwork. He receives eight (8) hours straight time and two (2) hours overtime with no shift differential for any hours worked.

Example 3: Employee C assigned to the second shift is asked to come in two (2) hours before the start of his shift to attend a special demonstration of a new piece of equipment. He receives eight (8) hours straight time, two (2) hours overtime and hours of second shift differential.

### **Rule 3. Standard Shift**

Standard shift workers receive no shift differential unless Rule 1 applies.

Example 1: A Clerk Typist 2 who works 8:00 a.m. to 5:00 p.m. in the Police Chief's Office is asked to work two (2) hours later than the normal quitting time in order to catch up on a backlog of typing. The employee receives eight (8) hours straight time and two (2) hours overtime with no shift differential.

Example 2: A Clerk Typist 2 who works 8:00 a.m. to 5:00 p.m. in the Police Chief's Office is asked to stay and fill in for a clerical employee on the second shift in Police Records who called in sick. The employee receives eight (8) hours straight time, eight (8) hour overtime, and 12 hours second shift differential (overtime rate).



# APPENDIX F

## DIVISION 1 SALARY SCHEDULE

\*Hourly rates shown are rounded to the penny. Annual rates use the rounded hourly figure and are only approximate.

2012 – 2013 rates of pay will be determined by the wage reopener in 2012 per Article 44.

Grade	Classification	Step	2010 - 2012 Hourly Rate	2010 - 2012 Bi-Weekly Rate	2010 - 2012 Annual Rate
100	Accounting Technician 1	1	\$16.00	\$1,280.00	\$33,280.00
100	Accounting Technician 1	2	\$16.75	\$1,340.00	\$34,840.00
100	Accounting Technician 1	3	\$17.76	\$1,420.80	\$36,940.80
100	Accounting Technician 1	4	\$18.26	\$1,460.80	\$37,980.80
100	Accounting Technician 1	5	\$18.91	\$1,512.80	\$39,332.80
100	Accounting Technician 1	6	\$19.69	\$1,575.20	\$40,955.20
105	Accounting Technician 2	1	\$20.10	\$1,608.00	\$41,808.00
105	Accounting Technician 2	2	\$20.93	\$1,674.40	\$43,534.40
105	Accounting Technician 2	3	\$21.75	\$1,740.00	\$45,240.00
106	Accounting Technician 3	1	\$22.11	\$1,768.80	\$45,988.80
106	Accounting Technician 3	2	\$22.74	\$1,819.20	\$47,299.20
106	Accounting Technician 3	3	\$23.45	\$1,876.00	\$48,776.00
897	Airport Maintenance Supervisor	1	\$23.02	\$1,841.60	\$47,881.60
897	Airport Maintenance Supervisor	2	\$23.78	\$1,902.40	\$49,462.40
897	Airport Maintenance Supervisor	3	\$24.66	\$1,972.80	\$51,292.80
897	Airport Maintenance Supervisor	4	\$25.56	\$2,044.80	\$53,164.80
895	Airport Maintenance Worker	1	\$19.29	\$1,543.20	\$40,123.20
895	Airport Maintenance Worker	2	\$19.69	\$1,575.20	\$40,955.20
895	Airport Maintenance Worker	3	\$20.10	\$1,608.00	\$41,808.00
642	Architectural Technician 1	1	\$18.91	\$1,512.80	\$39,332.80
642	Architectural Technician 1	2	\$19.96	\$1,596.80	\$41,516.80
642	Architectural Technician 1	3	\$20.98	\$1,678.40	\$43,638.40
642	Architectural Technician 1	4	\$22.17	\$1,773.60	\$46,113.60
643	Architectural Technician 2	1	\$22.17	\$1,773.60	\$46,113.60
643	Architectural Technician 2	2	\$23.14	\$1,851.20	\$48,131.20
643	Architectural Technician 2	3	\$24.09	\$1,927.20	\$50,107.20
643	Architectural Technician 2	4	\$25.11	\$2,008.80	\$52,228.80
777	Asphalt Raker	1	\$18.01	\$1,440.80	\$37,460.80
777	Asphalt Raker	2	\$18.26	\$1,460.80	\$37,980.80
777	Asphalt Raker	3	\$18.57	\$1,485.60	\$38,625.60
396	Asst Fire Alarm Oper & Disp.	1	\$18.91	\$1,512.80	\$39,332.80
396	Asst Fire Alarm Oper & Disp.	2	\$19.69	\$1,575.20	\$40,955.20
396	Asst Fire Alarm Oper & Disp.	3	\$20.52	\$1,641.60	\$42,681.60
396	Asst Fire Alarm Oper & Disp.	4	\$21.34	\$1,707.20	\$44,387.20
408	Asst Operator and Dispatcher	1	\$18.91	\$1,512.80	\$39,332.80
408	Asst Operator and Dispatcher	2	\$19.69	\$1,575.20	\$40,955.20
408	Asst Operator and Dispatcher	3	\$20.52	\$1,641.60	\$42,681.60
408	Asst Operator and Dispatcher	4	\$21.34	\$1,707.20	\$44,387.20
565	Asst Turf Manager	1	\$18.57	\$1,485.60	\$38,625.60
565	Asst Turf Manager	2	\$19.29	\$1,543.20	\$40,123.20
565	Asst Turf Manager	3	\$20.10	\$1,608.00	\$41,808.00
667	Automotive Mechanic	1	\$19.90	\$1,592.00	\$41,392.00
667	Automotive Mechanic	2	\$21.82	\$1,745.60	\$45,385.60
667	Automotive Mechanic	3	\$23.75	\$1,900.00	\$49,400.00
650	Automotive Mechanic Helper	1	\$18.01	\$1,440.80	\$37,460.80
650	Automotive Mechanic Helper	2	\$18.26	\$1,460.80	\$37,980.80
650	Automotive Mechanic Helper	3	\$18.57	\$1,485.60	\$38,625.60
677	Automotive Mechanic-Crew Chief	1	\$24.58	\$1,966.40	\$51,126.40
677	Automotive Mechanic-Crew Chief	2	\$25.43	\$2,034.40	\$52,894.40

<b>Grade</b>	<b>Classification</b>	<b>Step</b>	<b>2010 - 2012 Hourly Rate</b>	<b>2010 - 2012 Bi-Weekly Rate</b>	<b>2010 - 2012 Annual Rate</b>
677	Automotive Mechanic-Crew Chief	3	\$26.22	\$2,097.60	\$54,537.60
660	Automotive St. Cleaning Eq Opr	1	\$19.69	\$1,575.20	\$40,955.20
660	Automotive St. Cleaning Eq Opr	2	\$20.10	\$1,608.00	\$41,808.00
660	Automotive St. Cleaning Eq Opr	3	\$20.52	\$1,641.60	\$42,681.60
660	Automotive St. Cleaning Eq Opr	4	\$20.93	\$1,674.40	\$43,534.40
660	Automotive St. Cleaning Eq Opr	5	\$21.34	\$1,707.20	\$44,387.20
664	Automotive Upholsterer	1	\$20.52	\$1,641.60	\$42,681.60
664	Automotive Upholsterer	2	\$21.34	\$1,707.20	\$44,387.20
664	Automotive Upholsterer	3	\$22.17	\$1,773.60	\$46,113.60
607	Building Maintenance Worker	1	\$18.84	\$1,507.20	\$39,187.20
607	Building Maintenance Worker	2	\$19.19	\$1,535.20	\$39,915.20
607	Building Maintenance Worker	3	\$19.57	\$1,565.60	\$40,705.60
118	Cashier	1	\$16.27	\$1,301.60	\$33,841.60
118	Cashier	2	\$16.52	\$1,321.60	\$34,361.60
118	Cashier	3	\$16.75	\$1,340.00	\$34,840.00
118	Cashier	4	\$17.00	\$1,360.00	\$35,360.00
118	Cashier	5	\$17.25	\$1,380.00	\$35,880.00
267	Casework Associate	1	\$16.28	\$1,302.40	\$33,862.40
267	Casework Associate	2	\$16.52	\$1,321.60	\$34,361.60
267	Casework Associate	3	\$16.75	\$1,340.00	\$34,840.00
267	Casework Associate	4	\$17.01	\$1,360.80	\$35,380.80
267	Casework Associate	5	\$17.25	\$1,380.00	\$35,880.00
770	Cement Gun Utility Worker	1	\$18.26	\$1,460.80	\$37,980.80
770	Cement Gun Utility Worker	2	\$18.57	\$1,485.60	\$38,625.60
770	Cement Gun Utility Worker	3	\$18.91	\$1,512.80	\$39,332.80
770	Cement Gun Utility Worker	4	\$19.29	\$1,543.20	\$40,123.20
925	City Planning Technician 1	1	\$16.04	\$1,283.20	\$33,363.20
925	City Planning Technician 1	2	\$16.75	\$1,340.00	\$34,840.00
925	City Planning Technician 1	3	\$17.50	\$1,400.00	\$36,400.00
925	City Planning Technician 1	4	\$18.26	\$1,460.80	\$37,980.80
926	City Planning Technician 2	1	\$18.91	\$1,512.80	\$39,332.80
926	City Planning Technician 2	2	\$19.96	\$1,596.80	\$41,516.80
926	City Planning Technician 2	3	\$20.98	\$1,678.40	\$43,638.40
926	City Planning Technician 2	4	\$22.17	\$1,773.60	\$46,113.60
927	City Planning Technician 3	1	\$22.17	\$1,773.60	\$46,113.60
927	City Planning Technician 3	2	\$23.14	\$1,851.20	\$48,131.20
927	City Planning Technician 3	3	\$24.09	\$1,927.20	\$50,107.20
927	City Planning Technician 3	4	\$25.11	\$2,008.80	\$52,228.80
521	Civil Engineering Technician 1	1	\$16.04	\$1,283.20	\$33,363.20
521	Civil Engineering Technician 1	2	\$16.75	\$1,340.00	\$34,840.00
521	Civil Engineering Technician 1	3	\$17.50	\$1,400.00	\$36,400.00
521	Civil Engineering Technician 1	4	\$18.26	\$1,460.80	\$37,980.80
522	Civil Engineering Technician 2	1	\$18.91	\$1,512.80	\$39,332.80
522	Civil Engineering Technician 2	2	\$19.96	\$1,596.80	\$41,516.80
522	Civil Engineering Technician 2	3	\$20.98	\$1,678.40	\$43,638.40
522	Civil Engineering Technician 2	4	\$22.17	\$1,773.60	\$46,113.60
523	Civil Engineering Technician 3	1	\$22.17	\$1,773.60	\$46,113.60
523	Civil Engineering Technician 3	2	\$23.14	\$1,851.20	\$48,131.20
523	Civil Engineering Technician 3	3	\$24.09	\$1,927.20	\$50,107.20
523	Civil Engineering Technician 3	4	\$25.11	\$2,008.80	\$52,228.80
902	Cleaner	1	\$15.35	\$1,228.00	\$31,928.00
902	Cleaner	2	\$15.56	\$1,244.80	\$32,364.80
902	Cleaner	3	\$15.80	\$1,264.00	\$32,864.00
902	Cleaner	4	\$16.04	\$1,283.20	\$33,363.20
915	Cleaning Service Supervisor	1	\$18.91	\$1,512.80	\$39,332.80
915	Cleaning Service Supervisor	2	\$19.69	\$1,575.20	\$40,955.20
915	Cleaning Service Supervisor	3	\$20.52	\$1,641.60	\$42,681.60
915	Cleaning Service Supervisor	4	\$21.34	\$1,707.20	\$44,387.20
48	Clerk 1	1	\$13.40	\$1,072.00	\$27,872.00
48	Clerk 1	2	\$13.97	\$1,117.60	\$29,057.60
48	Clerk 1	3	\$14.67	\$1,173.60	\$30,513.60

<b>Grade</b>	<b>Classification</b>	<b>Step</b>	<b>2010 - 2012 Hourly Rate</b>	<b>2010 - 2012 Bi-Weekly Rate</b>	<b>2010 - 2012 Annual Rate</b>
48	Clerk 1	4	\$15.11	\$1,208.80	\$31,428.80
48	Clerk 1	5	\$15.54	\$1,243.20	\$32,323.20
51	Clerk 2	1	\$15.76	\$1,260.80	\$32,780.80
51	Clerk 2	2	\$16.23	\$1,298.40	\$33,758.40
51	Clerk 2	3	\$16.71	\$1,336.80	\$34,756.80
61	Clerk 3	1	\$17.20	\$1,376.00	\$35,776.00
61	Clerk 3	2	\$17.70	\$1,416.00	\$36,816.00
61	Clerk 3	3	\$18.23	\$1,458.40	\$37,918.40
49	Clerk Typist 1	1	\$13.40	\$1,072.00	\$27,872.00
49	Clerk Typist 1	2	\$13.97	\$1,117.60	\$29,057.60
49	Clerk Typist 1	3	\$14.67	\$1,173.60	\$30,513.60
49	Clerk Typist 1	4	\$15.11	\$1,208.80	\$31,428.80
49	Clerk Typist 1	5	\$15.54	\$1,243.20	\$32,323.20
52	Clerk Typist 2	1	\$15.76	\$1,260.80	\$32,780.80
52	Clerk Typist 2	2	\$16.23	\$1,298.40	\$33,758.40
52	Clerk Typist 2	3	\$16.71	\$1,336.80	\$34,756.80
62	Clerk Typist 3	1	\$17.20	\$1,376.00	\$35,776.00
62	Clerk Typist 3	2	\$17.70	\$1,416.00	\$36,816.00
62	Clerk Typist 3	3	\$18.23	\$1,458.40	\$37,918.40
301	Clinic Medical Lab Tech 1	1	\$16.04	\$1,283.20	\$33,363.20
301	Clinic Medical Lab Tech 1	2	\$16.28	\$1,302.40	\$33,862.40
301	Clinic Medical Lab Tech 1	3	\$16.52	\$1,321.60	\$34,361.60
301	Clinic Medical Lab Tech 1	4	\$16.75	\$1,340.00	\$34,840.00
301	Clinic Medical Lab Tech 1	5	\$17.01	\$1,360.80	\$35,380.80
302	Clinic Medical Lab Tech 2	1	\$18.01	\$1,440.80	\$37,460.80
302	Clinic Medical Lab Tech 2	2	\$18.26	\$1,460.80	\$37,980.80
302	Clinic Medical Lab Tech 2	3	\$18.57	\$1,485.60	\$38,625.60
302	Clinic Medical Lab Tech 2	4	\$18.91	\$1,512.80	\$39,332.80
303	Clinic Medical Lab Tech 3	1	\$18.91	\$1,512.80	\$39,332.80
303	Clinic Medical Lab Tech 3	2	\$19.29	\$1,543.20	\$40,123.20
303	Clinic Medical Lab Tech 3	3	\$19.69	\$1,575.20	\$40,955.20
303	Clinic Medical Lab Tech 3	4	\$20.10	\$1,608.00	\$41,808.00
582	Community Center Director	1	\$15.20	\$1,216.00	\$31,616.00
582	Community Center Director	2	\$16.53	\$1,322.40	\$34,382.40
582	Community Center Director	3	\$17.86	\$1,428.80	\$37,148.80
582	Community Center Director	4	\$19.18	\$1,534.40	\$39,894.40
582	Community Center Director	5	\$20.52	\$1,641.60	\$42,681.60
55	Computer Operator 1	1	\$17.50	\$1,400.00	\$36,400.00
55	Computer Operator 1	2	\$17.76	\$1,420.80	\$36,940.80
55	Computer Operator 1	3	\$18.01	\$1,440.80	\$37,460.80
56	Computer Operator 2	1	\$18.26	\$1,460.80	\$37,980.80
56	Computer Operator 2	2	\$18.91	\$1,512.80	\$39,332.80
56	Computer Operator 2	3	\$19.69	\$1,575.20	\$40,955.20
56	Computer Operator 2	4	\$20.52	\$1,641.60	\$42,681.60
56	Computer Operator 2	5	\$21.34	\$1,707.20	\$44,387.20
842	Convention Hall Utility Worker	1	\$13.97	\$1,117.60	\$29,057.60
842	Convention Hall Utility Worker	2	\$14.66	\$1,172.80	\$30,492.80
842	Convention Hall Utility Worker	3	\$15.79	\$1,263.20	\$32,843.20
842	Convention Hall Utility Worker	4	\$16.04	\$1,283.20	\$33,363.20
842	Convention Hall Utility Worker	5	\$16.27	\$1,301.60	\$33,841.60
842	Convention Hall Utility Worker	6	\$16.52	\$1,321.60	\$34,361.60
941	Convention Hall Security Worker	1	\$10.13	\$810.40	\$21,070.40
941	Convention Hall Security Worker	2	\$11.10	\$888.00	\$23,088.00
941	Convention Hall Security Worker	3	\$12.07	\$965.60	\$25,105.60
904	Custodian	1	\$15.80	\$1,264.00	\$32,864.00
904	Custodian	2	\$16.04	\$1,283.20	\$33,363.20
904	Custodian	3	\$16.28	\$1,302.40	\$33,862.40
904	Custodian	4	\$16.52	\$1,321.60	\$34,361.60
756	Customer Relations Rep.	1	\$18.26	\$1,460.80	\$37,980.80
756	Customer Relations Rep.	2	\$18.57	\$1,485.60	\$38,625.60
756	Customer Relations Rep.	3	\$18.91	\$1,512.80	\$39,332.80

<b>Grade</b>	<b>Classification</b>	<b>Step</b>	<b>2010 - 2012 Hourly Rate</b>	<b>2010 - 2012 Bi-Weekly Rate</b>	<b>2010 - 2012 Annual Rate</b>
756	Customer Relations Rep.	4	\$19.29	\$1,543.20	\$40,123.20
81	Data Control Technician	1	\$17.76	\$1,420.80	\$36,940.80
81	Data Control Technician	2	\$18.01	\$1,440.80	\$37,460.80
81	Data Control Technician	3	\$18.26	\$1,460.80	\$37,980.80
81	Data Control Technician	4	\$18.57	\$1,485.60	\$38,625.60
81	Data Control Technician	5	\$18.91	\$1,512.80	\$39,332.80
251	Dental Assistant	1	\$16.28	\$1,302.40	\$33,862.40
251	Dental Assistant	2	\$16.52	\$1,321.60	\$34,361.60
251	Dental Assistant	3	\$16.75	\$1,340.00	\$34,840.00
251	Dental Assistant	4	\$17.01	\$1,360.80	\$35,380.80
251	Dental Assistant	5	\$17.25	\$1,380.00	\$35,880.00
250	Dental Hygienist	1	\$28.70	\$2,296.00	\$59,696.00
250	Dental Hygienist	2	\$30.91	\$2,472.80	\$64,292.80
250	Dental Hygienist	3	\$33.11	\$2,648.80	\$68,868.80
668	Diesel Mechanic	1	\$20.52	\$1,641.60	\$42,681.60
668	Diesel Mechanic	2	\$21.34	\$1,707.20	\$44,387.20
668	Diesel Mechanic	3	\$22.17	\$1,773.60	\$46,113.60
612	Electrical Maintenance Helper	1	\$18.26	\$1,460.80	\$37,980.80
612	Electrical Maintenance Helper	2	\$18.57	\$1,485.60	\$38,625.60
612	Electrical Maintenance Helper	3	\$18.91	\$1,512.80	\$39,332.80
613	Electrical Maintenance Worker1	1	\$20.46	\$1,636.80	\$42,556.80
613	Electrical Maintenance Worker1	2	\$21.29	\$1,703.20	\$44,283.20
613	Electrical Maintenance Worker1	3	\$22.11	\$1,768.80	\$45,988.80
614	Electrical Maintenance Worker2	1	\$22.22	\$1,777.60	\$46,217.60
614	Electrical Maintenance Worker2	2	\$23.05	\$1,844.00	\$47,944.00
614	Electrical Maintenance Worker2	3	\$23.91	\$1,912.80	\$49,732.80
611	Electrical Maintenance Worker3	1	\$23.14	\$1,851.20	\$48,131.20
611	Electrical Maintenance Worker3	2	\$24.09	\$1,927.20	\$50,107.20
611	Electrical Maintenance Worker3	3	\$25.11	\$2,008.80	\$52,228.80
493	Electronics Technician 1	1	\$20.10	\$1,608.00	\$41,808.00
493	Electronics Technician 1	2	\$20.93	\$1,674.40	\$43,534.40
493	Electronics Technician 1	3	\$21.75	\$1,740.00	\$45,240.00
494	Electronics Technician 2	1	\$20.93	\$1,674.40	\$43,534.40
494	Electronics Technician 2	2	\$21.75	\$1,740.00	\$45,240.00
494	Electronics Technician 2	3	\$22.58	\$1,806.40	\$46,966.40
494	Electronics Technician 2	4	\$23.45	\$1,876.00	\$48,776.00
395	Emergency 911 Operator	1	\$20.10	\$1,608.00	\$41,808.00
395	Emergency 911 Operator	2	\$20.52	\$1,641.60	\$42,681.60
395	Emergency 911 Operator	3	\$20.93	\$1,674.40	\$43,534.40
90	Engineering Clerk	1	\$18.91	\$1,512.80	\$39,332.80
90	Engineering Clerk	2	\$19.29	\$1,543.20	\$40,123.20
90	Engineering Clerk	3	\$19.69	\$1,575.20	\$40,955.20
495	Engineering Technician 1	1	\$16.04	\$1,283.20	\$33,363.20
495	Engineering Technician 1	2	\$16.75	\$1,340.00	\$34,840.00
495	Engineering Technician 1	3	\$17.50	\$1,400.00	\$36,400.00
495	Engineering Technician 1	4	\$18.26	\$1,460.80	\$37,980.80
496	Engineering Technician 2	1	\$18.91	\$1,512.80	\$39,332.80
496	Engineering Technician 2	2	\$19.96	\$1,596.80	\$41,516.80
496	Engineering Technician 2	3	\$20.98	\$1,678.40	\$43,638.40
496	Engineering Technician 2	4	\$22.17	\$1,773.60	\$46,113.60
497	Engineering Technician 3	1	\$22.17	\$1,773.60	\$46,113.60
497	Engineering Technician 3	2	\$23.14	\$1,851.20	\$48,131.20
497	Engineering Technician 3	3	\$24.09	\$1,927.20	\$50,107.20
497	Engineering Technician 3	4	\$25.11	\$2,008.80	\$52,228.80
498	Engineering Technician 4	1	\$25.16	\$2,012.80	\$52,332.80
498	Engineering Technician 4	2	\$26.07	\$2,085.60	\$54,225.60
498	Engineering Technician 4	3	\$26.98	\$2,158.40	\$56,118.40
498	Engineering Technician 4	4	\$27.90	\$2,232.00	\$58,032.00
799	Equipment Dispatcher 2	1	\$22.58	\$1,806.40	\$46,966.40
799	Equipment Dispatcher 2	2	\$23.45	\$1,876.00	\$48,776.00
799	Equipment Dispatcher 2	3	\$24.21	\$1,936.80	\$50,356.80

<b>Grade</b>	<b>Classification</b>	<b>Step</b>	<b>2010 - 2012 Hourly Rate</b>	<b>2010 - 2012 Bi-Weekly Rate</b>	<b>2010 - 2012 Annual Rate</b>
799	Equipment Dispatcher 2	4	\$25.11	\$2,008.80	\$52,228.80
855	Facility Maint Specialist	1	\$22.58	\$1,806.40	\$46,966.40
855	Facility Maint Specialist	2	\$23.45	\$1,876.00	\$48,776.00
855	Facility Maint Specialist	3	\$24.21	\$1,936.80	\$50,356.80
397	Fire Alarm Operator/Dispatcher	1	\$22.58	\$1,806.40	\$46,966.40
397	Fire Alarm Operator/Dispatcher	2	\$23.45	\$1,876.00	\$48,776.00
397	Fire Alarm Operator/Dispatcher	3	\$24.21	\$1,936.80	\$50,356.80
397	Fire Alarm Operator/Dispatcher	4	\$25.11	\$2,008.80	\$52,228.80
849	Florist	1	\$18.57	\$1,485.60	\$38,627.69
849	Florist	2	\$18.91	\$1,512.80	\$39,338.95
849	Florist	3	\$19.29	\$1,543.20	\$40,131.65
849	Florist	4	\$19.69	\$1,575.20	\$40,956.92
849	Florist	5	\$20.10	\$1,608.00	\$41,809.35
270	Health Technician	1	\$17.25	\$1,380.00	\$35,880.00
270	Health Technician	2	\$17.50	\$1,400.00	\$36,400.00
270	Health Technician	3	\$17.76	\$1,420.80	\$36,940.80
270	Health Technician	4	\$18.01	\$1,440.80	\$37,460.80
214	Home Health Aide	1	\$10.56	\$844.80	\$21,964.80
214	Home Health Aide	2	\$11.53	\$922.40	\$23,982.40
214	Home Health Aide	3	\$12.49	\$999.20	\$25,979.20
10	Hostler	1	\$10.15	\$812.00	\$21,112.00
10	Hostler	2	\$13.14	\$1,051.20	\$27,331.20
10	Hostler	3	\$15.53	\$1,242.40	\$32,302.40
460	Industrial Waste Inspector	1	\$22.17	\$1,773.60	\$46,113.60
460	Industrial Waste Inspector	2	\$23.14	\$1,851.20	\$48,131.20
460	Industrial Waste Inspector	3	\$24.09	\$1,927.20	\$50,107.20
460	Industrial Waste Inspector	4	\$25.11	\$2,008.80	\$52,228.80
434	Inspector 1	1	\$23.02	\$1,841.60	\$47,881.60
434	Inspector 1	2	\$23.78	\$1,902.40	\$49,462.40
434	Inspector 1	3	\$24.66	\$1,972.80	\$51,292.80
434	Inspector 1	4	\$25.56	\$2,044.80	\$53,164.80
429	Inspector 2	1	\$25.11	\$2,008.80	\$52,228.80
429	Inspector 2	2	\$26.00	\$2,080.00	\$54,080.00
429	Inspector 2	3	\$26.89	\$2,151.20	\$55,931.20
429	Inspector 2	4	\$27.77	\$2,221.60	\$57,761.60
430	Inspector Trainee	1	\$22.16	\$1,772.80	\$46,106.70
287	Laboratory Assistant	1	\$15.56	\$1,244.80	\$32,364.80
287	Laboratory Assistant	2	\$15.80	\$1,264.00	\$32,864.00
287	Laboratory Assistant	3	\$16.04	\$1,283.20	\$33,363.20
288	Laboratory Technician 1	1	\$16.04	\$1,283.20	\$33,363.20
288	Laboratory Technician 1	2	\$16.28	\$1,302.40	\$33,862.40
288	Laboratory Technician 1	3	\$16.52	\$1,321.60	\$34,361.60
288	Laboratory Technician 1	4	\$16.75	\$1,340.00	\$34,840.00
288	Laboratory Technician 1	5	\$17.01	\$1,360.80	\$35,380.80
289	Laboratory Technician 2	1	\$18.01	\$1,440.80	\$37,460.80
289	Laboratory Technician 2	2	\$18.26	\$1,460.80	\$37,980.80
289	Laboratory Technician 2	3	\$18.57	\$1,485.60	\$38,625.60
289	Laboratory Technician 2	4	\$18.91	\$1,512.80	\$39,332.80
290	Laboratory Technician 3	1	\$18.91	\$1,512.80	\$39,332.80
290	Laboratory Technician 3	2	\$19.29	\$1,543.20	\$40,123.20
290	Laboratory Technician 3	3	\$19.69	\$1,575.20	\$40,955.20
290	Laboratory Technician 3	4	\$20.10	\$1,608.00	\$41,808.00
291	Laboratory Technician 4	1	\$20.52	\$1,641.60	\$42,681.60
291	Laboratory Technician 4	2	\$20.93	\$1,674.40	\$43,534.40
291	Laboratory Technician 4	3	\$21.34	\$1,707.20	\$44,387.20
601	Laborer	1	\$15.11	\$1,208.80	\$31,428.80
601	Laborer	2	\$16.21	\$1,296.80	\$33,716.80
601	Laborer	3	\$17.01	\$1,360.80	\$35,380.80
601	Laborer	4	\$17.25	\$1,380.00	\$35,880.00
601	Laborer	5	\$17.50	\$1,400.00	\$36,400.00
29	Law Enforcement Instructor	1	\$22.17	\$1,773.60	\$46,113.60

<b>Grade</b>	<b>Classification</b>	<b>Step</b>	<b>2010 - 2012 Hourly Rate</b>	<b>2010 - 2012 Bi-Weekly Rate</b>	<b>2010 - 2012 Annual Rate</b>
29	Law Enforcement Instructor	2	\$23.02	\$1,841.60	\$47,881.60
29	Law Enforcement Instructor	3	\$23.86	\$1,908.80	\$49,628.80
57	Lead Computer Operator	1	\$21.34	\$1,707.20	\$44,387.20
57	Lead Computer Operator	2	\$22.17	\$1,773.60	\$46,113.60
57	Lead Computer Operator	3	\$23.02	\$1,841.60	\$47,881.60
57	Lead Computer Operator	4	\$23.78	\$1,902.40	\$49,462.40
461	Litter Control Officer	1	\$19.29	\$1,543.20	\$40,123.20
461	Litter Control Officer	2	\$19.69	\$1,575.20	\$40,955.20
461	Litter Control Officer	3	\$20.10	\$1,608.00	\$41,808.00
461	Litter Control Officer	4	\$20.52	\$1,641.60	\$42,681.60
641	Maintenance Crew Leader	1	\$23.78	\$1,902.40	\$49,462.40
641	Maintenance Crew Leader	2	\$24.66	\$1,972.80	\$51,292.80
641	Maintenance Crew Leader	3	\$25.56	\$2,044.80	\$53,164.80
641	Maintenance Crew Leader	4	\$26.44	\$2,115.20	\$54,995.20
679	Maintenance Machinist	1	\$21.75	\$1,740.00	\$45,240.00
679	Maintenance Machinist	2	\$22.58	\$1,806.40	\$46,966.40
679	Maintenance Machinist	3	\$23.45	\$1,876.00	\$48,776.00
678	Maintenance Machinist Helper	1	\$18.26	\$1,460.80	\$37,980.80
678	Maintenance Machinist Helper	2	\$18.57	\$1,485.60	\$38,625.60
678	Maintenance Machinist Helper	3	\$18.91	\$1,512.80	\$39,332.80
681	Maintenance Machinist-Crew Ld	1	\$25.11	\$2,008.80	\$52,228.80
681	Maintenance Machinist-Crew Ld	2	\$26.00	\$2,080.00	\$54,080.00
681	Maintenance Machinist-Crew Ld	3	\$26.89	\$2,151.20	\$55,931.20
681	Maintenance Machinist-Crew Ld	4	\$27.77	\$2,221.60	\$57,761.60
676	Mechanical Utility Worker	1	\$17.76	\$1,420.80	\$36,940.80
676	Mechanical Utility Worker	2	\$18.01	\$1,440.80	\$37,460.80
676	Mechanical Utility Worker	3	\$18.26	\$1,460.80	\$37,980.80
266	Medical Assistant	1	\$17.01	\$1,360.80	\$35,380.80
266	Medical Assistant	2	\$17.25	\$1,380.00	\$35,880.00
266	Medical Assistant	3	\$17.50	\$1,400.00	\$36,400.00
266	Medical Assistant	4	\$17.76	\$1,420.80	\$36,940.80
657	Motor Equipment Operator 1	1	\$20.57	\$1,645.60	\$42,785.60
657	Motor Equipment Operator 1	2	\$20.98	\$1,678.40	\$43,638.40
657	Motor Equipment Operator 1	3	\$21.40	\$1,712.00	\$44,512.00
658	Motor Equipment Operator 2	1	\$22.22	\$1,777.60	\$46,217.60
658	Motor Equipment Operator 2	2	\$22.63	\$1,810.40	\$47,070.40
658	Motor Equipment Operator 2	3	\$23.05	\$1,844.00	\$47,944.00
659	Motor Equipment Operator 3	1	\$24.66	\$1,972.80	\$51,292.80
659	Motor Equipment Operator 3	2	\$25.56	\$2,044.80	\$53,164.80
659	Motor Equipment Operator 3	3	\$26.44	\$2,115.20	\$54,995.20
407	Operator and Dispatcher	1	\$22.58	\$1,806.40	\$46,966.40
407	Operator and Dispatcher	2	\$23.45	\$1,876.00	\$48,776.00
407	Operator and Dispatcher	3	\$24.21	\$1,936.80	\$50,356.80
407	Operator and Dispatcher	4	\$25.11	\$2,008.80	\$52,228.80
577	Outdoor Education Ctr Dir 1	1	\$19.29	\$1,543.20	\$40,123.20
577	Outdoor Education Ctr Dir 1	2	\$19.69	\$1,575.20	\$40,955.20
577	Outdoor Education Ctr Dir 1	3	\$20.10	\$1,608.00	\$41,808.00
577	Outdoor Education Ctr Dir 1	4	\$20.52	\$1,641.60	\$42,681.60
840	Park Maintenance Crew Leader 1	1	\$18.26	\$1,460.80	\$37,980.80
840	Park Maintenance Crew Leader 1	2	\$18.57	\$1,485.60	\$38,625.60
840	Park Maintenance Crew Leader 1	3	\$18.91	\$1,512.80	\$39,332.80
840	Park Maintenance Crew Leader 1	4	\$19.29	\$1,543.20	\$40,123.20
839	Park Maintenance Crew Leader 2	1	\$20.10	\$1,608.00	\$41,808.00
839	Park Maintenance Crew Leader 2	2	\$20.52	\$1,641.60	\$42,681.60
839	Park Maintenance Crew Leader 2	3	\$20.93	\$1,674.40	\$43,534.40
597	Park Naturalist	1	\$19.29	\$1,543.20	\$40,123.20
597	Park Naturalist	2	\$20.10	\$1,608.00	\$41,808.00
597	Park Naturalist	3	\$20.93	\$1,674.40	\$43,534.40
597	Park Naturalist	4	\$21.75	\$1,740.00	\$45,240.00
919	Parking Attendant	1	\$11.79	\$943.20	\$24,523.20
919	Parking Attendant	2	\$15.35	\$1,228.00	\$31,928.00

<b>Grade</b>	<b>Classification</b>	<b>Step</b>	<b>2010 - 2012 Hourly Rate</b>	<b>2010 - 2012 Bi-Weekly Rate</b>	<b>2010 - 2012 Annual Rate</b>
919	Parking Attendant	3	\$15.56	\$1,244.80	\$32,364.80
919	Parking Attendant	4	\$15.80	\$1,264.00	\$32,864.00
919	Parking Attendant	5	\$16.04	\$1,283.20	\$33,363.20
690	Parking Enf Officer & Meter In	1	\$19.29	\$1,543.20	\$40,123.20
690	Parking Enf Officer & Meter In	2	\$20.10	\$1,608.00	\$41,808.00
690	Parking Enf Officer & Meter In	3	\$20.93	\$1,674.40	\$43,534.40
690	Parking Enf Officer & Meter In	4	\$21.75	\$1,740.00	\$45,240.00
689	Parking Enforcement Officer	1	\$18.01	\$1,440.80	\$37,460.80
689	Parking Enforcement Officer	2	\$18.26	\$1,460.80	\$37,980.80
689	Parking Enforcement Officer	3	\$18.57	\$1,485.60	\$38,625.60
689	Parking Enforcement Officer	4	\$18.91	\$1,512.80	\$39,332.80
116	Parking Meter Collector	1	\$18.01	\$1,440.80	\$37,460.80
116	Parking Meter Collector	2	\$18.26	\$1,460.80	\$37,980.80
116	Parking Meter Collector	3	\$18.57	\$1,485.60	\$38,625.60
116	Parking Meter Collector	4	\$18.91	\$1,512.80	\$39,332.80
918	Parking Operations-Crew Leader	1	\$18.57	\$1,485.60	\$38,625.60
918	Parking Operations-Crew Leader	2	\$19.29	\$1,543.20	\$40,123.20
918	Parking Operations-Crew Leader	3	\$20.10	\$1,608.00	\$41,808.00
295	Pharmacy Technician	1	\$18.01	\$1,440.80	\$37,460.80
295	Pharmacy Technician	2	\$18.26	\$1,460.80	\$37,980.80
295	Pharmacy Technician	3	\$18.57	\$1,485.60	\$38,625.60
295	Pharmacy Technician	4	\$18.91	\$1,512.80	\$39,332.80
615	Plant Maintenance Trainee	1	\$17.25	\$1,380.00	\$35,880.00
615	Plant Maintenance Trainee	2	\$17.50	\$1,400.00	\$36,400.00
615	Plant Maintenance Trainee	3	\$17.76	\$1,420.80	\$36,940.80
615	Plant Maintenance Trainee	4	\$18.01	\$1,440.80	\$37,460.80
701	Plant Maintenance Worker	1	\$20.46	\$1,636.80	\$42,556.80
701	Plant Maintenance Worker	2	\$21.01	\$1,680.80	\$43,700.80
701	Plant Maintenance Worker	3	\$21.57	\$1,725.60	\$44,865.60
701	Plant Maintenance Worker	4	\$22.11	\$1,768.80	\$45,988.80
707	Plant Operator 1	1	\$18.54	\$1,483.20	\$38,563.20
707	Plant Operator 1	2	\$18.84	\$1,507.20	\$39,187.20
707	Plant Operator 1	3	\$19.19	\$1,535.20	\$39,915.20
702	Plant Operator 1-OH Class 1 Ce	1	\$19.19	\$1,535.20	\$39,915.20
702	Plant Operator 1-OH Class 1 Ce	2	\$19.57	\$1,565.60	\$40,705.60
702	Plant Operator 1-OH Class 1 Ce	3	\$19.96	\$1,596.80	\$41,516.80
709	Plant Operator 2	1	\$21.34	\$1,707.20	\$44,387.20
709	Plant Operator 2	2	\$21.75	\$1,740.00	\$45,240.00
709	Plant Operator 2	3	\$22.17	\$1,773.60	\$46,113.60
703	Plant Operator 2 - OH Cert 2	1	\$22.17	\$1,773.60	\$46,113.60
703	Plant Operator 2 - OH Cert 2	2	\$22.58	\$1,806.40	\$46,966.40
703	Plant Operator 2 - OH Cert 2	3	\$23.02	\$1,841.60	\$47,881.60
30	Police Technician	1	\$17.20	\$1,376.00	\$35,776.00
30	Police Technician	2	\$17.70	\$1,416.00	\$36,816.00
30	Police Technician	3	\$18.23	\$1,458.40	\$37,918.40
606	Pretreatment Specialist	1	\$18.91	\$1,512.80	\$39,332.80
606	Pretreatment Specialist	2	\$19.96	\$1,596.80	\$41,516.80
606	Pretreatment Specialist	3	\$20.98	\$1,678.40	\$43,638.40
606	Pretreatment Specialist	4	\$22.17	\$1,773.60	\$46,113.60
275	Public Health Nurse 1	1	\$21.01	\$1,680.80	\$43,700.80
277	Public Health Nurse 2	1	\$21.13	\$1,690.40	\$43,950.40
277	Public Health Nurse 2	2	\$23.60	\$1,888.00	\$49,088.00
277	Public Health Nurse 2	3	\$26.07	\$2,085.60	\$54,225.60
277	Public Health Nurse 2	4	\$28.53	\$2,282.40	\$59,342.40
278	Public Health Nurse 3	1	\$29.94	\$2,395.20	\$62,275.20
278	Public Health Nurse 3	2	\$31.49	\$2,519.20	\$65,499.20
278	Public Health Nurse 3	3	\$33.03	\$2,642.40	\$68,702.40
411	Public Vehicle Investigator	1	\$19.29	\$1,543.20	\$40,123.20
411	Public Vehicle Investigator	2	\$19.69	\$1,575.20	\$40,955.20
411	Public Vehicle Investigator	3	\$20.10	\$1,608.00	\$41,808.00
411	Public Vehicle Investigator	4	\$20.52	\$1,641.60	\$42,681.60

<b>Grade</b>	<b>Classification</b>	<b>Step</b>	<b>2010 - 2012 Hourly Rate</b>	<b>2010 - 2012 Bi-Weekly Rate</b>	<b>2010 - 2012 Annual Rate</b>
471	Public Works Inspector 1	1	\$22.58	\$1,806.40	\$46,966.40
471	Public Works Inspector 1	2	\$23.45	\$1,876.00	\$48,776.00
471	Public Works Inspector 1	3	\$24.21	\$1,936.80	\$50,356.80
472	Public Works Inspector 2	1	\$25.06	\$2,004.80	\$52,124.80
472	Public Works Inspector 2	2	\$25.56	\$2,044.80	\$53,164.80
472	Public Works Inspector 2	3	\$26.07	\$2,085.60	\$54,225.60
472	Public Works Inspector 2	4	\$26.44	\$2,115.20	\$54,995.20
403	Radio Operator-Technician 1	1	\$21.40	\$1,712.00	\$44,512.00
403	Radio Operator-Technician 1	2	\$22.58	\$1,806.40	\$46,966.40
403	Radio Operator-Technician 1	3	\$23.78	\$1,902.40	\$49,462.40
403	Radio Operator-Technician 1	4	\$24.66	\$1,972.80	\$51,292.80
403	Radio Operator-Technician 1	5	\$25.56	\$2,044.80	\$53,164.80
404	Radio Operator-Technician 2	1	\$26.44	\$2,115.20	\$54,995.20
404	Radio Operator-Technician 2	2	\$27.33	\$2,186.40	\$56,846.40
404	Radio Operator-Technician 2	3	\$28.21	\$2,256.80	\$58,676.80
285	Radiologic Technologist	1	\$17.50	\$1,400.00	\$36,400.00
285	Radiologic Technologist	2	\$17.76	\$1,420.80	\$36,940.80
285	Radiologic Technologist	3	\$18.01	\$1,440.80	\$37,460.80
285	Radiologic Technologist	4	\$18.26	\$1,460.80	\$37,980.80
876	Reproduction Machine Oper 1	1	\$15.52	\$1,241.60	\$32,281.60
876	Reproduction Machine Oper 1	2	\$16.21	\$1,296.80	\$33,716.80
877	Reproduction Machine Oper 2	1	\$16.69	\$1,335.20	\$34,715.20
877	Reproduction Machine Oper 2	2	\$17.41	\$1,392.80	\$36,212.80
879	Repro Mach Oper 3 Digital Spec	1	\$20.10	\$1,608.00	\$41,808.00
879	Repro Mach Oper 3 Digital Spec	2	\$20.52	\$1,641.60	\$42,681.60
879	Repro Mach Oper 3 Digital Spec	3	\$20.93	\$1,674.40	\$43,534.40
456	Sanitarian	1	\$22.42	\$1,793.60	\$46,633.60
456	Sanitarian	2	\$23.25	\$1,860.00	\$48,360.00
456	Sanitarian	3	\$24.10	\$1,928.00	\$50,128.00
456	Sanitarian	4	\$24.86	\$1,988.80	\$51,708.80
459	Sanitarian-in-Training	1	\$21.00	\$1,680.00	\$43,680.00
831	Sanitation Equip Crew Leader	1	\$20.10	\$1,608.00	\$41,808.00
831	Sanitation Equip Crew Leader	2	\$20.93	\$1,674.40	\$43,534.40
831	Sanitation Equip Crew Leader	3	\$21.75	\$1,740.00	\$45,240.00
831	Sanitation Equip Crew Leader	4	\$22.58	\$1,806.40	\$46,966.40
602	Sanitation Helper	1	\$15.35	\$1,228.00	\$31,928.00
602	Sanitation Helper	2	\$16.32	\$1,305.60	\$33,945.60
602	Sanitation Helper	3	\$17.25	\$1,380.00	\$35,880.00
602	Sanitation Helper	4	\$17.76	\$1,420.80	\$36,940.80
656	Sanitation Specialist	1	\$19.69	\$1,575.20	\$40,955.20
656	Sanitation Specialist	2	\$20.57	\$1,645.60	\$42,785.60
656	Sanitation Specialist	3	\$21.34	\$1,707.20	\$44,387.20
652	Sanitation Truck Driver	1	\$18.26	\$1,460.80	\$37,980.80
652	Sanitation Truck Driver	2	\$18.91	\$1,512.80	\$39,332.80
652	Sanitation Truck Driver	3	\$19.69	\$1,575.20	\$40,955.20
758	Senior Customer Relations Rep	1	\$18.91	\$1,512.80	\$39,332.80
758	Senior Customer Relations Rep	2	\$19.69	\$1,575.20	\$40,955.20
758	Senior Customer Relations Rep	3	\$20.52	\$1,641.60	\$42,681.60
457	Senior Sanitarian	1	\$25.74	\$2,059.20	\$53,539.20
457	Senior Sanitarian	2	\$26.64	\$2,131.20	\$55,411.20
720	Service Crew Leader	1	\$18.84	\$1,507.20	\$39,187.20
720	Service Crew Leader	2	\$19.57	\$1,565.60	\$40,705.60
720	Service Crew Leader	3	\$20.38	\$1,630.40	\$42,390.40
725	Sewer Construction Inspector	1	\$22.58	\$1,806.40	\$46,966.40
725	Sewer Construction Inspector	2	\$23.45	\$1,876.00	\$48,776.00
725	Sewer Construction Inspector	3	\$24.21	\$1,936.80	\$50,356.80
620	Sign Painter	1	\$23.01	\$1,840.80	\$47,860.80
866	Stock handler	1	\$16.75	\$1,340.00	\$34,840.00
866	Stock handler	2	\$17.01	\$1,360.80	\$35,380.80
866	Stock handler	3	\$17.25	\$1,380.00	\$35,880.00
874	Storekeeper	1	\$18.01	\$1,440.80	\$37,460.80



<b>Grade</b>	<b>Classification</b>	<b>Step</b>	<b>2010 - 2012 Hourly Rate</b>	<b>2010 - 2012 Bi-Weekly Rate</b>	<b>2010 - 2012 Annual Rate</b>
874	Storekeeper	2	\$18.26	\$1,460.80	\$37,980.80
874	Storekeeper	3	\$18.57	\$1,485.60	\$38,625.60
874	Storekeeper	4	\$18.91	\$1,512.80	\$39,332.80
647	Storm Sewer Maintenance Spec	1	\$22.58	\$1,806.40	\$46,966.40
647	Storm Sewer Maintenance Spec	2	\$23.45	\$1,876.00	\$48,776.00
647	Storm Sewer Maintenance Spec	3	\$24.21	\$1,936.80	\$50,356.80
708	Structures Maintenance Worker	1	\$19.29	\$1,543.20	\$40,123.20
708	Structures Maintenance Worker	2	\$19.69	\$1,575.20	\$40,955.20
708	Structures Maintenance Worker	3	\$20.10	\$1,608.00	\$41,808.00
65	Supervising Clerk	1	\$19.29	\$1,543.20	\$40,123.20
65	Supervising Clerk	2	\$20.10	\$1,608.00	\$41,808.00
65	Supervising Clerk	3	\$20.93	\$1,674.40	\$43,534.40
65	Supervising Clerk	4	\$21.75	\$1,740.00	\$45,240.00
856	Supervising Groundskeeper	1	\$18.57	\$1,485.60	\$38,625.60
856	Supervising Groundskeeper	2	\$19.29	\$1,543.20	\$40,123.20
856	Supervising Groundskeeper	3	\$20.10	\$1,608.00	\$41,808.00
806	Supervising Highway Sign Maker	1	\$19.29	\$1,543.20	\$40,123.20
806	Supervising Highway Sign Maker	2	\$20.10	\$1,608.00	\$41,808.00
806	Supervising Highway Sign Maker	3	\$20.93	\$1,674.40	\$43,534.40
806	Supervising Highway Sign Maker	4	\$21.75	\$1,740.00	\$45,240.00
117	Supervising Parking Meter Collector 1	1	\$18.91	\$1,512.80	\$39,332.80
117	Supervising Parking Meter Collector 2	2	\$19.69	\$1,575.20	\$40,955.20
117	Supervising Parking Meter Collector 3	3	\$20.52	\$1,641.60	\$42,681.60
117	Supervising Parking Meter Collector 4	4	\$21.34	\$1,707.20	\$44,387.20
875	Supervising Storekeeper	1	\$19.29	\$1,543.20	\$40,123.20
875	Supervising Storekeeper	2	\$20.10	\$1,608.00	\$41,808.00
875	Supervising Storekeeper	3	\$20.93	\$1,674.40	\$43,534.40
875	Supervising Storekeeper	4	\$21.75	\$1,740.00	\$45,240.00
807	Supervising Structure Maint Worker 1	1	\$20.10	\$1,608.00	\$41,808.00
807	Supervising Structure Maint Worker 2	2	\$20.93	\$1,674.40	\$43,534.40
807	Supervising Structure Maint Worker 3	3	\$21.75	\$1,740.00	\$45,240.00
807	Supervising Structure Maint Worker 4	4	\$22.58	\$1,806.40	\$46,966.40
790	Supervising Traffic Aids Worker 1	1	\$20.93	\$1,674.40	\$43,534.40
790	Supervising Traffic Aids Worker 2	2	\$21.75	\$1,740.00	\$45,240.00
790	Supervising Traffic Aids Worker 3	3	\$22.58	\$1,806.40	\$46,966.40
142	Telecommunication Specialist 1	1	\$21.93	\$1,754.40	\$45,614.40
412	Telecommunication Specialist 1	2	\$23.78	\$1,902.40	\$49,462.40
412	Telecommunication Specialist 1	3	\$25.39	\$2,031.20	\$52,811.20
413	Telecommunication Specialist 2	1	\$26.43	\$2,114.40	\$54,974.40
413	Telecommunication Specialist 2	2	\$27.32	\$2,185.60	\$56,825.60
413	Telecommunication Specialist 2	3	\$28.21	\$2,256.80	\$58,676.80
394	Telephone Operator	1	\$16.75	\$1,340.00	\$34,840.00
394	Telephone Operator	2	\$17.01	\$1,360.80	\$35,380.80
394	Telephone Operator	3	\$17.25	\$1,380.00	\$35,880.00
394	Telephone Operator	4	\$17.50	\$1,400.00	\$36,400.00
791	Traffic Aids Worker	1	\$20.10	\$1,608.00	\$41,808.00
791	Traffic Aids Worker	2	\$20.52	\$1,641.60	\$42,681.60
791	Traffic Aids Worker	3	\$20.93	\$1,674.40	\$43,534.40
475	Traffic Engineering Tech 1	1	\$16.04	\$1,283.20	\$33,363.20
475	Traffic Engineering Tech 1	2	\$16.75	\$1,340.00	\$34,840.00
475	Traffic Engineering Tech 1	3	\$17.50	\$1,400.00	\$36,400.00
475	Traffic Engineering Tech 1	4	\$18.26	\$1,460.80	\$37,980.80
476	Traffic Engineering Tech 2	1	\$18.91	\$1,512.80	\$39,332.80
476	Traffic Engineering Tech 2	2	\$19.96	\$1,596.80	\$41,516.80
476	Traffic Engineering Tech 2	3	\$20.98	\$1,678.40	\$43,638.40
476	Traffic Engineering Tech 2	4	\$22.17	\$1,773.60	\$46,113.60
477	Traffic Engineering Tech 3	1	\$22.17	\$1,773.60	\$46,113.60
477	Traffic Engineering Tech 3	2	\$23.14	\$1,851.20	\$48,131.20
477	Traffic Engineering Tech 3	3	\$24.09	\$1,927.20	\$50,107.20
477	Traffic Engineering Tech 3	4	\$25.11	\$2,008.80	\$52,228.80
842	Tree Maintenance Crew Leader	1	\$20.10	\$1,608.00	\$41,808.00

<b>Grade</b>	<b>Classification</b>	<b>Step</b>	<b>2010 - 2012 Hourly Rate</b>	<b>2010 - 2012 Bi-Weekly Rate</b>	<b>2010 - 2012 Annual Rate</b>
842	Tree Maintenance Crew Leader	2	\$20.52	\$1,641.60	\$42,681.60
842	Tree Maintenance Crew Leader	3	\$20.93	\$1,674.40	\$43,534.40
841	Tree Maintenance Worker	1	\$18.26	\$1,460.80	\$37,980.80
841	Tree Maintenance Worker	2	\$18.57	\$1,485.60	\$38,625.60
841	Tree Maintenance Worker	3	\$18.91	\$1,512.80	\$39,332.80
841	Tree Maintenance Worker	4	\$19.29	\$1,543.20	\$40,123.20
567	Turf Manager	1	\$20.92	\$1,673.60	\$43,533.19
567	Turf Manager	2	\$21.75	\$1,740.00	\$45,248.89
567	Turf Manager	3	\$22.58	\$1,806.40	\$46,970.02
567	Turf Manager	4	\$23.78	\$1,902.40	\$49,470.27
651	Truck Driver	1	\$17.76	\$1,420.80	\$36,940.80
651	Truck Driver	2	\$18.26	\$1,460.80	\$37,980.80
651	Truck Driver	3	\$18.91	\$1,512.80	\$39,332.80
878	Typesetter/Pasteup Artist	1	\$20.10	\$1,608.00	\$41,808.00
878	Typesetter/Pasteup Artist	2	\$20.52	\$1,641.60	\$42,681.60
878	Typesetter/Pasteup Artist	3	\$20.93	\$1,674.40	\$43,534.40
603	Utility Laborer	1	\$15.52	\$1,241.60	\$32,281.60
603	Utility Laborer	2	\$16.52	\$1,321.60	\$34,361.60
603	Utility Laborer	3	\$17.50	\$1,400.00	\$36,400.00
603	Utility Laborer	4	\$17.76	\$1,420.80	\$36,940.80
603	Utility Laborer	5	\$18.01	\$1,440.80	\$37,460.80
451	Vector Control Inspector	1	\$18.91	\$1,512.80	\$39,332.80
451	Vector Control Inspector	2	\$19.69	\$1,575.20	\$40,955.20
451	Vector Control Inspector	3	\$20.52	\$1,641.60	\$42,681.60
268	Venereal Disease Investigator	1	\$17.25	\$1,380.00	\$35,880.00
268	Venereal Disease Investigator	2	\$17.50	\$1,400.00	\$36,400.00
268	Venereal Disease Investigator	3	\$17.76	\$1,420.80	\$36,940.80
268	Venereal Disease Investigator	4	\$18.01	\$1,440.80	\$37,460.80
721	Wastewater Collection Crew Ldr	1	\$21.55	\$1,724.00	\$44,824.00
721	Wastewater Collection Crew Ldr	2	\$21.96	\$1,756.80	\$45,676.80
721	Wastewater Collection Crew Ldr	3	\$22.38	\$1,790.40	\$46,550.40
721	Wastewater Collection Crew Ldr	4	\$22.79	\$1,823.20	\$47,403.20
474	Wastewater Collection Inspector	1	\$22.58	\$1,806.40	\$46,966.40
474	Wastewater Collection Inspector	2	\$23.45	\$1,876.00	\$48,776.00
474	Wastewater Collection Inspector	3	\$24.21	\$1,936.80	\$50,356.80
784	Wastewater Collection Pipe layer	1	\$18.91	\$1,512.80	\$39,332.80
784	Wastewater Collection Pipe layer	2	\$19.29	\$1,543.20	\$40,123.20
784	Wastewater Collection Pipe layer	3	\$19.69	\$1,575.20	\$40,955.20
784	Wastewater Collection Pipe layer	4	\$20.10	\$1,608.00	\$41,808.00
706	Wastewater Plant Incine Oper	1	\$19.29	\$1,543.20	\$40,123.20
706	Wastewater Plant Incine Oper	2	\$20.10	\$1,608.00	\$41,808.00
706	Wastewater Plant Incine Oper	3	\$20.93	\$1,674.40	\$43,534.40
705	Wastewater Plant Maint-Crew Ld	1	\$22.58	\$1,806.40	\$46,966.40
705	Wastewater Plant Maint-Crew Ld	2	\$23.45	\$1,876.00	\$48,776.00
705	Wastewater Plant Maint-Crew Ld	3	\$24.21	\$1,936.80	\$50,356.80
705	Wastewater Plant Maint-Crew Ld	4	\$25.11	\$2,008.80	\$52,228.80
767	Water Customer Service Rep 1	1	\$18.91	\$1,512.80	\$39,332.80
767	Water Customer Service Rep 1	2	\$19.29	\$1,543.20	\$40,123.20
767	Water Customer Service Rep 1	3	\$19.69	\$1,575.20	\$40,955.20
767	Water Customer Service Rep 1	4	\$20.10	\$1,608.00	\$41,808.00
768	Water Customer Service Rep 2	1	\$20.52	\$1,641.60	\$42,681.60
768	Water Customer Service Rep 2	2	\$20.93	\$1,674.40	\$43,534.40
768	Water Customer Service Rep 2	3	\$21.34	\$1,707.20	\$44,387.20
768	Water Customer Service Rep 2	4	\$21.75	\$1,740.00	\$45,240.00
126	Water Meter Reader	1	\$16.00	\$1,280.00	\$33,280.00
126	Water Meter Reader	2	\$16.95	\$1,356.00	\$35,256.00
126	Water Meter Reader	3	\$18.01	\$1,440.80	\$37,460.80
126	Water Meter Reader	4	\$18.57	\$1,485.60	\$38,625.60
126	Water Meter Reader	5	\$19.29	\$1,543.20	\$40,123.20
748	Water Meter Repairer	1	\$18.26	\$1,460.80	\$37,980.80
748	Water Meter Repairer	2	\$18.57	\$1,485.60	\$38,625.60

<b>Grade</b>	<b>Classification</b>	<b>Step</b>	<b>2010 - 2012 Hourly Rate</b>	<b>2010 - 2012 Bi-Weekly Rate</b>	<b>2010 - 2012 Annual Rate</b>
748	Water Meter Repairer	3	\$18.91	\$1,512.80	\$39,332.80
463	Water Works Construction Inspr	1	\$22.63	\$1,810.40	\$47,070.40
463	Water Works Construction Inspr	2	\$23.53	\$1,882.40	\$48,942.40
463	Water Works Construction Inspr	3	\$24.45	\$1,956.00	\$50,856.00
463	Water Works Construction Inspr	4	\$25.37	\$2,029.60	\$52,769.60
757	Water Works Dispatcher	1	\$20.52	\$1,641.60	\$42,681.60
757	Water Works Dispatcher	2	\$20.93	\$1,674.40	\$43,534.40
757	Water Works Dispatcher	3	\$21.34	\$1,707.20	\$44,387.20
757	Water Works Dispatcher	4	\$21.75	\$1,740.00	\$45,240.00
924	Water Works Guard	1	\$15.52	\$1,241.60	\$32,281.60
924	Water Works Guard	2	\$16.52	\$1,321.60	\$34,361.60
924	Water Works Guard	3	\$17.25	\$1,380.00	\$35,880.00
924	Water Works Guard	4	\$17.50	\$1,400.00	\$36,400.00
924	Water Works Guard	5	\$17.76	\$1,420.80	\$36,940.80
924	Water Works Guard	6	\$18.01	\$1,440.80	\$37,460.80
754	Water Works Maint Crew Leader	1	\$21.55	\$1,724.00	\$44,824.00
754	Water Works Maint Crew Leader	2	\$21.96	\$1,756.80	\$45,676.80
754	Water Works Maint Crew Leader	3	\$22.38	\$1,790.40	\$46,550.40
754	Water Works Maint Crew Leader	4	\$22.79	\$1,823.20	\$47,403.20
755	Water Works Maintenance Worker	1	\$18.91	\$1,512.80	\$39,332.80
755	Water Works Maintenance Worker	2	\$19.29	\$1,543.20	\$40,123.20
755	Water Works Maintenance Worker	3	\$19.69	\$1,575.20	\$40,955.20
755	Water Works Maintenance Worker	4	\$20.10	\$1,608.00	\$41,808.00
752	Water Works Valve Operator 1	1	\$18.91	\$1,512.80	\$39,332.80
752	Water Works Valve Operator 1	2	\$19.29	\$1,543.20	\$40,123.20
752	Water Works Valve Operator 1	3	\$19.69	\$1,575.20	\$40,955.20
752	Water Works Valve Operator 1	4	\$20.10	\$1,608.00	\$41,808.00
751	Water Works Valve Operator 2	1	\$20.52	\$1,641.60	\$42,681.60
751	Water Works Valve Operator 2	2	\$20.93	\$1,674.40	\$43,534.40
751	Water Works Valve Operator 2	3	\$21.34	\$1,707.20	\$44,387.20
751	Water Works Valve Operator 2	4	\$21.75	\$1,740.00	\$45,240.00
423	Weights and Measures Inspector	1	\$20.10	\$1,608.00	\$41,808.00
423	Weights and Measures Inspector	2	\$20.93	\$1,674.40	\$43,534.40
423	Weights and Measures Inspector	3	\$21.75	\$1,740.00	\$45,240.00
423	Weights and Measures Inspector	4	\$22.58	\$1,806.40	\$46,966.40
696	Welder	1	\$21.75	\$1,740.00	\$45,240.00
696	Welder	2	\$22.58	\$1,806.40	\$46,966.40
696	Welder	3	\$23.45	\$1,876.00	\$48,776.00
695	Welder Helper	1	\$18.26	\$1,460.80	\$37,980.80
695	Welder Helper	2	\$18.57	\$1,485.60	\$38,625.60
695	Welder Helper	3	\$18.91	\$1,512.80	\$39,332.80

\*Hourly rates shown are rounded to the penny. Annual rates use the rounded hourly figure and are only approximate.

2012 - 2013 rates of pay will be determined by the wage reopener in 2012 per Article 44.

# APPENDIX G HEALTH INSURANCE DEDUCTIBLES AND CO-INSURANCE REQUIREMENTS

## 80/20 PLAN

		SINGLE	FAMILY
PREMIUM SHARE		5%	5%
DEDUCTIBLE	NETWORK	\$300	\$600
	NON-NETWORK	\$600	\$1,200
CO-INSURANCE	NETWORK	20% to \$1,200	20% to \$2,400
	NON-NETWORK	50% to \$2,400	50% to \$4,800
OUT-OF-POCKET MAX.	NETWORK	\$1,500	\$3,000
	NON-NETWORK	\$3,000	\$6,000
PRESCRIPTIONS (Generic/brand /non-formulary)		\$10/\$20/\$30	\$10/\$20/\$30

## ANTHEM HEALTH INSURANCE COMPARISON CHART

Effective January 1, 2005

BENEFIT	BLUE ACCESS 80/20	
	NETWORK	NON-NETWORK
	Level 200	
<b>Paycheck Deduction</b>	Single - 5% of premium per month Family - 5% of premium per month Pre-tax. Deductions come out 1 month in advance. 5% deduction in 2011 = \$20.90 for the single rate and \$57.90 for the family rate.	Not applicable

**The benefits comparison sheet is meant to be a summary of your benefits only. Once a plan is selected, the Benefits Certificate will serve as the final document for detailing coverage.**

**ALL CHARGES LISTED WITH A PERCENTAGE ARE FIRST SUBJECT TO AN ANNUAL DEDUCTIBLE.**

<b>Maximum Annual Out of Pocket</b>	Single - \$300 deductible then 20% coinsurance until you reach \$1,200. Then coverage at 100%. Total = \$1,500 Family - \$600 deductible then 20% coinsurance.	Single - \$600 deductible then 50% coinsurance until you reach \$2,400. Then coverage at 100%. Total = \$3,000. Family - \$1,200 deductible then 50% coinsurance until you reach \$4,800. Then coverage at 100%.
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**BENEFIT****BLUE ACCESS 80/20**

	NETWORK	NON-NETWORK
	Level 200	
<b>Maximum Annual Out of Pocket (cont.)</b>	<p>until you reach \$2,400. Then coverage at 100%. Total = \$3,000</p> <p>Rx is not included above. Prescriptions always require a copay.</p>	<p>Total = \$6,000.</p> <p>Rx is not included above. Prescriptions always require a copay.</p>
<b>Network Sizes</b>	Approx. 1400 pcp and 2200 specialists	Not applicable.
<b>Dependents Over age 19)</b>	Unmarried children to end of the year age 24, if main residence is with subscriber & are eligible as Federal tax exemptions.	Unmarried children to end of the year age 24, if main residence is with subscriber & are eligible as Federal tax exemptions.
<b>Lifetime Max. amount per individual</b>	\$2 million combined Network and non-network.	\$2 million combined. Network and non-network.
<b>Disease Management Program</b>	Covered.	Not covered.
<b>Maternity</b>	Deductible & then 20% co-insurance applies. Dependent female children are covered for maternity benefits. Their newborn will be covered after legal guardianship is obtained.	Deductible & then 50% co-insurance applies. Dependent female children are covered for maternity benefits. Their newborn will be covered after legal guardianship is obtained.
<b>Mental Health Providers</b>	Blue Access uses the Anthem Behavioral Health Network. Go to <a href="http://www.Anthem.com">www.Anthem.com</a> for providers or call 1-800-887-6055. No referral needed.	See inpatient &/or outpatient treatment of mental/nervous disorders for amounts of copays.
<b>Office Calls</b>	Deductible & then 20% co-insurance applies.	Deductible & then 50% co-insurance applies.

**BENEFIT****BLUE ACCESS 80/20**

	NETWORK	NON-NETWORK
	Level 200	
<b>Prescription Drugs</b>	Member pharmacy-30 day supply \$10-formulary generic \$20-formulary brand name \$30-non-formulary brand name Mail Order-90 day supply \$20-formulary generic \$40-formulary brand name \$60-non-formulary brand name Supplies for diabetes & asthma clients may be covered from 80% up to 100%.	Covered at 50%. Does not count for out of pocket maximums  Mail Order - not covered
<b>Referrals</b>	No referrals needed unless phys. requires it.	
<b>Routine Mammograms &amp; Routine PAP Testing</b>	Covered in full.	Deductible & then 50% co-insurance applies.
<b>Routine Hearing Evaluation</b>	Covered in full. One routine test covered per year.	Deductible & then 50% co-insurance applies.
<b>Routine vision exam</b>	Covered in full. One routine test covered per year.	Deductible & then 50% co-insurance applies.
<b>Wellness/ Preventive (physical exams) &amp; Immunizations</b>	Covered in full.	Deductible & then 50% co-insurance applies.
<b>Alcoholism/ Drug Addiction</b>	Inpatient Substance Abuse programs are limited to 2 per lifetime. Limited to 30 days per confinement. Inpatient care must be pre-certified. Deductible & then 20% co-insurance applies. 50 Outpatient visits. Visits are combined with Mental Health.	Deductible & then 50% co-insurance applies. Inpatient & outpatient substance abuse programs (limit of 2 per lifetime) Combined with mental health.
<b>Allergy Treatment</b>	Testing & treatment Deductible & then 20% co-insurance applies.	Deductible & then 50% co-insurance applies.
<b>Anesthesia</b>	Deductible & then 20% co-insurance applies.	Deductible & then 50% co-insurance applies.

**BENEFIT****BLUE ACCESS 80/20**

	NETWORK	NON-NETWORK
	Level 200	
<b>Blood</b>	Deductible & then 20% co-insurance applies.	Deductible & then 50% co-insurance applies.
<b>Chiropractor Spinal Manipulation Services</b>	Deductible & then 20% co-insurance applies. Limit 12 visits per year.	Deductible & then 50% co-insurance applies. Limit 12 visits per year combined with network.
<b>Durable Medical &amp; Surgical Supplies</b>	Deductible & then 20% co-insurance applies. Certain supplies are covered under prescription drug card. Does NOT cover general items such as bandages, thermometers, etc. May need claim form.	Deductible & then 50% co-insurance applies. Certain supplies are not covered. Does NOT cover general items such as bandages, thermometers, etc. May need claim form.
<b>Emergency Room</b>	Deductible & then 20% co-insurance applies.	Deductible & then 20% co-insurance applies.
<b>Home Health Care</b>	Deductible & then 20% co-insurance applies. Custodial care is not covered under any plan.	Deductible & then 50% co-insurance applies. Non-network is limited to 30 visits. Custodial care is not covered under any plan.
<b>Hospital Inpatient</b>	Deductible & then 20% co-insurance applies.	Deductible & then 50% co-insurance applies.
<b>Hospice</b>	Deductible & then 20% co-insurance applies. If medically necessary.	Deductible & then 50% co-insurance applies. If medically necessary.
<b>Infertility</b>	Deductible & then 20% co-insurance applies. Applicable copays depends on place of service & covered to diagnosis. Fertility treatment is not covered.	Deductible & then 50% co-insurance applies. Only to diagnosis. Fertility treatment is not covered.
<b>Inpatient Hospital Medical/ Surgical Stay</b>	Deductible & then 20% co-insurance applies. No annual day limit, length of stay based on medical necessity. Must have authorization to admission for scheduled admissions. 60 day limit on stays for physical medicine and rehab.	Deductible & then 50% co-insurance applies. No annual day limit, length of stay based on medical necessity. Must have authorization to admission for scheduled admissions. 60 day limit on stays for physical medicine and rehab.

**BENEFIT****BLUE ACCESS 80/20**

	NETWORK	NON-NETWORK
	Level 200	
<b>Inpatient Treatment of Mental/Nervous Disorders</b>	Deductible & then 20% co-insurance applies. Limited to 30 days annually.	Deductible & then 50% co-insurance applies. Limited to 30 days annually.
<b>Local Ambulance</b>	Deductible & then 20% co-insurance applies.	Deductible & then 50% co-insurance applies.
<b>Maxillary or Mandibular Osteotomies of Tempromandibular Joint Dysf. (TMJ)</b>	Deductible & then 20% co-insurance applies if medically necessary and authorized in advance.	Deductible & then 50% co-insurance applies. If medically necessary and authorized in advance.
<b>Oral Surgery</b>	Deductible & then 20% co-insurance applies. Expenses will be covered if for repair to an injury as a result of an accident. For initial repair of an injury to jaw, sound natural teeth, mouth or face which are required as a result of an accident. Initial repair must be within 12 months.	Deductible & then 20% co-insurance applies. Expenses will be covered if for repair to an injury as a result of an accident. For initial repair of an injury to jaw, sound natural teeth, mouth or face which are required as a result of an accident. Initial repair must be within 12 months.
<b>Out-of-area Emergency</b>	Deductible & then 20% co-insurance applies.	Deductible & then 20% co-insurance applies.
<b>Outpatient Diagnostic Svcs</b>	Deductible & then 20% co-insurance applies.	Deductible & then 50% co-insurance applies.
<b>Outpatient Hemodialysis</b>	Deductible & then 20% co-insurance applies.	Deductible & then 50% co-insurance applies.
<b>Outpatient Surgery</b>	Deductible & then 20% co-insurance applies.	Deductible & then 50% co-insurance applies.
<b>Outpatient Treatment of Mental/Nervous Disorders</b>	Limited to 50 visits annually. Deductible & then 20% co-insurance applies.	Limited to 50 visits annually combined with network. Deductible & then 50% co-insurance applies.
<b>Physical Therapy &amp; Occupational Therapy</b>	Phys & occupational - Outpatient (60 visit limit annually). Deductible & then 20% co-insurance applies. Inpatient (60 days for physical med. & rehab. (annual)),	Phys & occupational - Outpatient (60 visit limit annually). Deductible & then 50% co-insurance applies. Inpatient (60 days for physical med. & rehab. (annual)).



**BENEFIT****BLUE ACCESS 80/20**

	NETWORK	NON-NETWORK
	Level 200	
<b>Pre-admission Testing</b>	Deductible & then 20% co-insurance applies.	Deductible & then 50% co-insurance applies.
<b>Private Duty Nursing</b>	Deductible & then 20% co-insurance applies. Must be pre-approved	Deductible & then 50% co-insurance applies. Must be pre-approved.
<b>Prosthetic Devices/Durable Medical Equipment</b>	Deductible & then 20% co-insurance applies. Repair or replacement due to growth or additional needs of affected member is subject to medical necessity	Deductible & then 50% co-insurance applies. Repair or replacement due to growth or additional needs of affected member is subject to medical necessity
<b>Radiotherapy &amp; Chemotherapy</b>	Deductible & then 20% co-insurance applies.	Deductible & then 50% co-insurance applies.
<b>Skilled Nursing Facility</b>	Deductible & then 20% co-insurance applies. Days must be pre-authorized.	Deductible & then 50% co-insurance applies. Days must be pre-authorized.
<b>Surgery</b>	Deductible & then 20% co-insurance applies.	Deductible & then 50% co-insurance applies.
<b>Surgical Assistance</b>	Deductible & then 20% co-insurance applies. If medically necessary.	Deductible & then 50% co-insurance applies. If medically necessary.
<b>Urgent Care Center</b>	Deductible & then 20% co-insurance applies.	Deductible & then 50% co-insurance applies.
<b>Transplants - Kidney, Cornea, Heart, Lung &amp; Pancreas, Liver</b>	Covered in full.	Deductible & then 50% co-insurance applies. Does not apply towards out of pocket maximums.
<b>Tissue Transplant Including Bone Marrow</b>	\$1 million lifetime maximum applies.	\$1 million lifetime maximums applies, combined with network.

Refer to Page 72 for maximum lifetime benefit amounts.

If you go out-of-network, the City cannot control the doctor's offices from balance billing for any differences between what Anthem pays and what Anthem states is your co-pay.



# City of Cincinnati



Interdepartmental  
Correspondence Sheet

October 15, 2004

To: Department and Division Heads  
From: Valerie A. Lemmie, City Manager  
Re: **Collective Bargaining Agreement**

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With the ratification of the collective bargaining agreement by and between the City of Cincinnati and Ohio Council 8 and Locals 190, 223, 240, 250, 1543, and 3119, the City Departments are directed to follow the articles of this contract, including honoring time lines and pursuing Memoranda of Understanding and Letters of Agreement where appropriate. This directive is to continue for the life of the contract. The Human Resource Department shall enforce the agreement provisions and Memoranda of Understanding.



IN WITNESS WHEREOF, The Parties hereto have duly executed this Agreement:

31<sup>st</sup> Day of January, 2011.

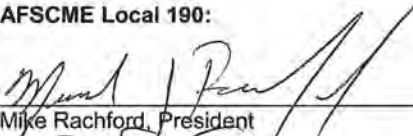
**FOR THE UNION:**

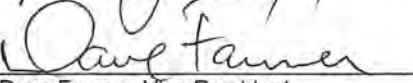
**AFSCME Ohio Council 8**

  
Peter McLinden, Regional Director

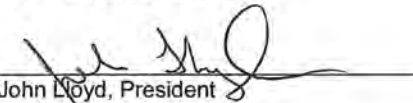
  
Renija Jones-Street, Staff Representative

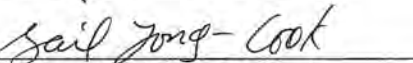
**AFSCME Local 190:**

  
Mike Rachford, President

  
Dave Farmer, Vice President

**AFSCME Local 223:**

  
John Lloyd, President

  
Gail Long-Cook, Vice President

**AFSCME Local 240:**

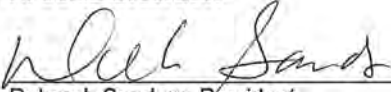


Ken Ellis, President

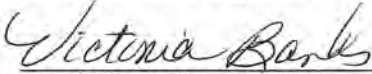


Gregory Searles, Vice President

**AFSCME Local 250:**



Deborah Sanders, President

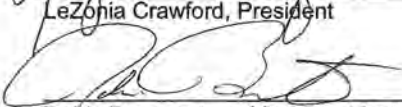


Victoria Banks, Vice President

**AFSCME Local 1543:**

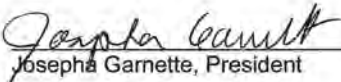


LeZonia Crawford, President



Robin Bonaventura, Vice President

**AFSCME Local 3119:**

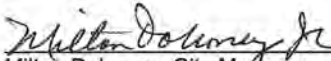



Joseph Garnette, President



Holin Funk, Vice President

FOR THE CITY OF CINCINNATI

  
Milton Dohoney, City Manager

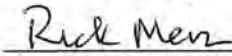
  
Hilary Bohannon, Human Resources Director

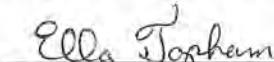
  
Ursula McDonnell, Labor Relations Manager

  
Thomas Seward, Senior HR Analyst, Labor Relations

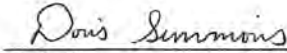
  
Maraskiesha Smith, Deputy Director of Public Services

  
Beverly Engram, Assistant Treatment Superintendent, MSD

  
Rick Merz, GCWW Treatment Superintendent

  
Ella Topham, CPD Division Manager, Personnel & Finance

  
Dawn Geoppinger, Senior Budget Analyst

  
Doris Simmons, Senior Administrative Specialist

