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**NEGOTIATED AGREEMENT**

**BY AND BETWEEN**



**THE CITY OF HAMILTON, OHIO**

**AND**



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

**Effective  
July 24, 2017 through January 14, 2019**

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This Agreement dated this 3<sup>rd</sup> day of August, 2017, by the City of Hamilton, Ohio, to employees working under the operations, conditions, and requirements of the City of Hamilton, hereinafter referred to as the "Municipality" or the "City," and the American Federation of State, County and Municipal Employees, Ohio Council 8, AFL-CIO, Local 475, hereinafter referred to as the "Union."

## **ARTICLE 1            RECOGNITION**

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

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

## **ARTICLE 2            RIGHTS AND LIMITATIONS**

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

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

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

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

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

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

### **ARTICLE 3            NONDISCRIMINATION**

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

### **ARTICLE 4            REPRESENTATIVES**

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

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

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

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

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

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

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

Section 2. No Strike, No Lock-out.

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

## **ARTICLE 6            DUES DEDUCTION**

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

All Bargaining Unit employees who are not members in good standing of the Union shall be required to pay a fair share fee to the Union.

All Bargaining Unit employees who do not become members in good standing of the Union shall be required to pay a fair share fee to the Union effective sixty-one (61) days from the employee's date of hire.

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

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

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

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

The Municipality's remittance will be deemed correct if the Union does not give written notice within two (2) calendar weeks after a remittance is forwarded of its belief, with reasons therefore, that the remittance is incorrect.

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

Section 3. The Union recognizes that the Municipality, in providing a dues deduction and remittance service, contributes to the security of Local 475 and provides by that service a cost effective means of promoting the financial stability of the Local. In recognition of these services, the Union agrees to pay to the Treasurer of the Municipality the sum of Five Dollars (\$5.00) per month as a service fee. Said total service fees to be remitted within the fifteen calendar day period prior to the last business day of each fiscal year.

## **ARTICLE 7            GRIEVANCE PROCEDURE**

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

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

In such cases, the following procedures shall be followed:

### **Section 1.**

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

The employee must present the grievance within thirty (30) calendar days of its occurrence and the supervisor must respond verbally to this grievance within three (3) working days of its being presented. If mutual agreement is not reached at this level, the grievance may be taken forward to the second step within three (3) working days of the supervisor's verbal response. Either party may request a five (5) working days extension of time at this level.

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

A second step grievance must be submitted in writing to the Superintendent of the aggrieved employee for hearing purposes.

The written response of the superintendent shall be submitted within three (3) working days following the grievance hearing.

If mutual agreement is not reached at this level, the grievance may be taken forward to the third step within five (5) working days of the receipt of the Superintendent's written response.

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



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

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

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

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

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

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

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

Notice of the grievance shall be filed with the Office of the City Manager with copy to the Appointing Authority and the Labor Relations Administrator.

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

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

Should the grievance be yet unresolved at Step 4, the Union may, within twenty-five (25) calendar days of receipt of the City Manager's determination, file notice with the Office of the City Manager, of its intent to submit the grievance to binding arbitration. Prior to the arbitration, the parties may agree to attempt to resolve the issue through mediation with a mediator provided by SERB or FMCS. Should the parties decline mediation, or should the mediation

prove unsuccessful, the parties shall then refer a written request to the Federal Mediation and Conciliation Service for a listing of seven (7) arbitrators from the local metropolitan area. The parties may mutually agree to an alternate panel for arbitrators or to select/appoint an arbitrator or mediator.

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

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

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

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

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

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

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

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

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

Each party shall pay its own expenses as to record transcription costs, witness or deposition expenses. Fees for transcriber and all other expenses shall be borne by the Parties equally.

## Section 2. Guidelines for Effective Processing.

- A. All written grievance and responses shall be dated and signed by the appropriate Union or City representative.
- B. Both City and Union representatives will acknowledge receipt of a grievance or

management response in writing. Such acknowledgement will be properly signed and dated.

- C. A grievance not advanced to the next higher level within the time limit provided shall be deemed to be permanently withdrawn. A grievance not answered within the time limit provided shall be considered as resolved with the awarding of the grievance request.
- D. In no event shall an employee leave his or her work for grievance purposes without first notifying and obtaining the approval of his or her immediate supervisor. The supervisor in turn shall make every effort to provide for the relief of the employee, if such is required.
- E. In cases where a grievance is settled in favor of the aggrieved, any monetary adjustment agreed upon will be made no later than the second pay period following the date of settlement. Any physical adjustments will be carried out as expeditiously as possible.
- F. For purposes of clarification, the issue grieved by an employee subject to this Agreement must relate to a specific provision contained therein. Thus, a “grievance” filed by an employee subject to the Agreement on an issue not contained within the scope of the Agreement is not in fact a grievance.
- G. The Union may initiate a grievance on behalf of a class of affected employees. Such grievance shall bear the signature of all employees wishing to be included in the affected class. A “class” grievance shall be submitted initially for consideration at the third (Director’s) step of the grievance process. At any hearing on a class grievance, the Union shall be represented by the Local president or his or her designee, one (1) additional representative of the Local, and a representative of Ohio Council 8.
- H. Final determination of a disciplinary grievance made at Step 4 shall be based on information known at the time of the hearing. If the City obtains information relevant to the grievance prior to final determination of a Step 4 disciplinary grievance, the City will notify the Union of the new information, the Union will have three (3) working days to respond to the information, and the City Manager or his or her designee shall submit his or her written determination within fifteen (15) working days of the Union’s response.

## **ARTICLE 8            FILLING OF VACANCIES**

Section 1. In cases of promotion within the bargaining unit, the factors to be considered are ability, qualifications, and seniority. Seniority shall mean seniority within the division. The

employer shall determine those qualifications which are required and shall promote the employee who is most qualified.

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

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

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

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

Section 4. An employee who has resigned in good standing may be considered for reinstatement if a vacancy exists in the same or similar classification within one (1) year of the date of his or her resignation. Reinstatements are the prerogative of the Municipality. Reinstatements will not be approved if a permanent layoff list exists in the classification.

Section 5. An employee wishing to transfer within his or her classification from one department to another may request a transfer in writing through the Civil Service and Personnel Department. Transfers must be approved by each of the departments involved and must be in accordance with the Civil Service Rules and Regulations and approved by the Civil Service Commission. Promotion within a department will be considered ahead of any transfer. Employees transferred to another division or department will begin anew their seniority status relative to their position as it relates to the employees in the department to which they are transferred except as provided for under Civil Service Rules and Regulations. Transferred employees will not lose their seniority status relative to the general benefit plans of the City.

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

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

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

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

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

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

## **ARTICLE 9 LEAVES OF ABSENCE**

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

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

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

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

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

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

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

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

Other employees who are temporarily advanced as a result of a Union Business Leave shall not hold permanent promotional appointment within that higher class, and upon return of the employee-Union representative from business leave, said advanced bargaining unit member may be returned or laid off if the employee was in an entry level position and no vacancies exist, as may be required to accommodate the leave termination.

An employee who retires under provisions of the Public Employees Retirement System while either on union business leave or who has returned from union business leave within one (1) calendar year of retirement date, shall receive pay for accrued sick leave pursuant to the provisions of Article 13, Section 5 at his or her rate in effect at the commencement of the union business leave.

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

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

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

Section 6. Seniority shall continue to accumulate during all approved paid leaves of absence

and for approved unpaid leaves of absence due to military service, union business leave, and for periods of disability in excess of accrued sick leave.

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

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

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

In the event that a statement from a doctor on the preferred provider list indicates that an employee is able to perform certain types of light duty, then the City shall have the option of providing work which is consistent with the medical statement provided that such work must be within the bargaining unit. Only when the physician statement indicates that the employee can perform no work shall the employee be off on ILWP.

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

- B. When an employee has exhausted his or her entitlement to ILWP and is still

medically unable to return to his or her job as determined by a doctor on the preferred provider list, that employee will be eligible to file for temporary total benefits under Ohio law regulating workers' compensation.

- C. If, at any time during the course of ILWP or other paid or unpaid leave of absences arising out of the injuries sustained by the employee, the employee is determined, by medical examination, conducted by a doctor on the preferred provider list, to be permanently and totally disabled, then the employee shall apply for disability retirement under provisions of the Public Employees Retirement System. An employee not vested for purposes of PERS Disability Retirement will be reassigned duties consistent with medical determination. Such assignment shall be within the scope of the bargaining unit.

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

- D. The City will continue its portion of premium payments on medical, surgical and life insurance benefits during any period of ILWP. The Municipality will pay its portion of premiums for hospitalization, surgical, major medical and life insurance for a period not to exceed six (6) months beyond the expiration of the respective employee's accumulated sick leave.
- E. Seniority shall continue to accrue during any period of approved leave.

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

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

### Section 2.

- A. In the Division of Fleet Maintenance, the day shift shall be 7:00 a.m. to 3:00 p.m.; the evening shift shall be from 3:00 p.m. to 11:00 p.m.; the night shift shall be from 11:00 p.m. to 7:00 a.m.
- B. In the Division of Streets and Sewers, the day shift shall be from 7:00 a.m. to 3:00 p.m. Shift hours and assignments for the purpose of street cleaning operations shall be determined by Management.

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



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

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

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

Lunch breaks are subject further to the following conditions:

- A. Other than personnel assigned to the Division of Fleet Maintenance, employees will eat on job site.
- B. Lunch periods are subject to scheduling by supervision.

Section 5.

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

Time and one-half shall be paid for all work in excess of forty (40) hours in an employee's work week.

- B. Double time shall be paid for all work performed on Sunday when it is the employee's second scheduled off day. Double time will be paid for all work performed by an employee on the second scheduled off day in the employee's regularly scheduled work week. Double time shall be paid for hours worked after 11:00 p.m. and until the starting time of the employee's next regularly scheduled work shift.

These premium rates will be paid provided the employee has worked, or been in an approved pay status, the previous five (5) scheduled work days.

- C. Employees working Sunday when it is part of their regularly scheduled work week and not a normally scheduled day of rest shall receive a premium of fifty percent (50%) per hour based upon their straight time hourly class rate for hours worked.
- D. Employees working Saturday when it is part of their regularly scheduled work week and not a normally scheduled day of rest shall receive a premium of twenty-five

percent (25%) per hour based upon their straight time hourly class rate for hours worked.

- E. A shift differential of forty cents (\$0.40) per hour for the second shift and forty cents (\$0.40) per hour for the third shift shall be paid to employees assigned and working a second or third shift, respectively.

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

- F. In case of the need for overtime or extra work, the employee who is normally assigned to this job shall be given first consideration to work the additional time.
- G. An employee on approved sick leave during any of the previous five (5) days may receive premium overtime pay as outlined in the above paragraphs for the sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day worked provided said employee produces a doctor's certificate to justify the employee being off. The evidence to be required shall be determined by the City.

The significance of this provision is to give the City protection against the misuse of sick leave which could be more tempting to the employee when an overtime situation is involved. Further, the Union agrees to support the City in its effort to control the misuse of sick leave in this or in any other case.

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

Section 6. Overtime shall be distributed equally in a job classification insofar as possible with the overtime being offered first to those employees in the class who normally perform the required duties on a straight time basis. A list of overtime shall be posted on the bulletin board and updated in each division at the end of each pay period.

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

Section 8. Employees will not be assigned to another division on a daily basis continuously.

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

Section 9. Compensatory Leave in Lieu of Overtime Payments.

- A. In accordance with 1985 amendments to the FAIR LABOR STANDARDS ACT, employees of the Bargaining Unit may option compensatory leave in lieu of cash payment of overtime hours worked. Said leave shall be based upon pay hours and shall constitute time off, with pay, from the regular work schedule.
- B. Compensatory leave shall not be taken in less than a four (4) hour increment.
- C. An employee may request compensatory leave by submitting to his or her supervisor for approval a Leave Application and Control Report not less than five (5) working days in advance of the proposed leave commencement. Management will notify the employee within three (3) working days whether the leave request has been approved or disapproved.
- D. Overtime hours worked but not “banked” by 7:30 a.m. on Monday of the pay week will automatically be paid in cash.
- E. Compensatory leave in lieu of overtime cash payments shall be limited to a maximum of eighty (80) hours’ leave time per calendar year, per employee.
- F. Approval and scheduling of compensatory leave is subject to the work schedule requirements of the employee’s work unit, as determined by the Director of the Department or authorized representative.
- G. If, as necessitated by work schedule requirements, an employee is called in from compensatory leave to work what would have otherwise been his or her regularly scheduled work hours but for the taking of compensatory leave, the employee shall only be compensated at his or her regular base rate of pay for such work hours. Where, however, call-in from compensatory leave results in the employee working beyond regularly scheduled work hours on the day of call-in, he or she shall be compensated for such hours worked beyond that day’s regular work schedule in accordance with the overtime pay provisions of Articles 10 and 11. In no event shall compensatory leave be pyramided for purpose of receiving overtime for premium pay.
- H. Compensatory leave shall be taken prior to November 30, each calendar year. All

compensatory time left in an employee's comp time bank as of November 30 shall be converted and paid in cash at the employee's base rate of pay. An employee who has not reached the maximum of eighty (80) hours for comp time in a calendar year who works overtime during the month of December may bank compensatory time for the following calendar year or will be compensated by cash payment. An employee who has reached the maximum of eighty (80) hours in the calendar year will be paid for overtime worked during the month of December. The employee will elect which option for the provision set forth in this section.

- I. Upon separation from City employment as a result of resignation, retirement, dismissal, lay off or death, accrued but unused and otherwise unpaid compensatory leave shall be converted and paid in cash to the employee, his estate or heirs at law at the employee's base rate of pay.
- J. The Parties agree that the granting of compensatory leave shall not generate nor cause overtime.

## **ARTICLE 11      CALL-IN PAY**

Section 1. Any employee reporting to work on his or her regular schedule and who has not received notification not to report shall be guaranteed eight (8) hours of work at any available job or in lieu thereof, four (4) hours pay at his or her regular hourly rate.

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

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

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

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

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

The rate of pay for hours so worked prior to 11:00 p.m. shall be time and one-half the hourly rate unless the call-in occurs on the employee's second regularly scheduled day off; in which case, the call-in premium rate shall be two (2) times the employee's classified hourly rate.

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

The rate of pay for hours so worked after 11:00 p.m. and until the starting time of the employee's next regularly scheduled work shift shall be double the employee's classified hourly rate.

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

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

## **ARTICLE 12      GENERAL PROVISIONS**

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

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

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

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

Employees will not be required to perform routine, non-emergency assignments in exposed locations out of doors when outside air temperature is 10° (ten degrees) Fahrenheit or below unless such work is of an emergency nature. This restriction of normal work activities is limited during the period November 1 through March 15, each year.

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

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

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

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

The cost of such programs or courses, once approved by the Department Director, will be borne by the City, providing the employee successfully completes the course or program of training.

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

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

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

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

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

Section 7. A break of ten (10) minutes within the first four (4) hour period and a ten (10)

minute break in the final four (4) hour period will be provided.

Section 8. Employees shall be eligible for the first merit increase upon the successful conclusion of their probationary period following an original appointment. Eligibility for subsequent merit adjustments shall be at annual periods thereafter except that the final two adjustments shall be considered at six (6) month intervals. (Should an employee be permanently promoted to a classification with a higher maximum rate of pay, he shall be eligible for merit consideration following six (6) months' service in the promoted class. Subsequent merit considerations will be given annually thereafter, except that the final two adjustments shall be considered at six (6) month intervals, until the maximum step-rate in the range is reached.)

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

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

Section 9. Efficiency rating forms, when completed, will be discussed with the employee and he or she is required to sign it as evidence of the fact that he or she has seen it. The signature does not necessarily mean that the employee is satisfied with the rating.

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

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

Section 12. Disciplinary Procedures.

- A. An employee may be disciplined for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, and discourteous treatment of

the public, for absence from duty without leave for any time or failure to report if leave has expired or been revoked, or for any other just and reasonable cause, or he may be dismissed in consequence of any accumulation of considerations or acts of lesser consequence pointing to the desirability of his or her removal.

- B. No employee shall be reduced in pay, demoted, suspended, or dismissed without hearing before his or her department head and Appointing Authority, unless the employee specifically waives the right of hearing in writing. In special cases, an employee may be suspended with or without pay pending a hearing, but such hearing shall be held within five (5) working days of the suspension. If an employee is suspended without pay pending a hearing and the employee is not dismissed after the hearing, the employee will be reimbursed for the time off without pay during the suspension. At the Departmental hearing, the employee shall have the right to be represented by the Union and shall be notified of this right by the person in charge of the hearing. Written departmental or divisional reprimand may be issued without the necessity of a hearing as stated above. However, a copy of such reprimand shall be sent to the Union and the employee may have recourse to the Grievance Procedure.
- C. Possible disciplinary actions resulting from a hearing are as follows: Oral reprimand; Official reprimand; Suspension up to thirty (30) working days; Reduction in pay within the pay range; Demotions; Dismissal. Reduction in pay within the pay range shall be limited to the next lower step.
- D. An employee may appeal a dismissal, demotion, reduction, or a suspension of more than one (1) working day to the Grievance Procedure by filing a Grievance in writing, within ten (10) days from the time he has been served with the notice of said disciplinary action, as shown by the date the notice was mailed.
- E. In cases of dismissal, the employee is entitled to immediate payment of all wages, and employees dismissed from the service will be eligible for earned vacation pay which will be prorated from his anniversary date.
- F. Prior to a hearing conducted under provisions of Section B above, the employee shall be provided with written advance notice of the charges and specifications.
- G. Employee Records

Records of verbal and/or written warnings given to any employee shall be purged from his or her personnel file upon the employee's written request two (2) years after the date said warning or warnings were given provided the employee incurs no additional discipline of the same nature during that two-year period,

Records of any suspension received by an employee shall be purged from his or



her personnel file upon the employee's written request four (4) years from the date said suspension was received by the employee provided said employee incurs no additional discipline of the same nature during the four-year period.

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

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

## **ARTICLE 13      SICK LEAVE**

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

Section 2. Sick leave may be used in the event of personal illness, pregnancy, contact with contagious disease, or employee injury sufficient to necessitate absence from work.

Sick leave may also be used in the event of an emergency or illness in the employee's family that requires immediate care and attention. In such cases the employee may be eligible for use of up to eight (8) hours sick leave credit upon request and approval. Up to thirty-two (32) additional hours of sick leave may be taken in the event of a serious illness of the family member, and in the absence of any other family member available to render assistance. A physician's statement may be required for an absence for family illness after use of eight (8) hours of sick leave credit for an emergency or illness in the employee's family.

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

Use of sick leave may be provided for the purpose of medical, dental and optical appointments for examination or treatment that cannot be scheduled during other than normal duty hours. In the event such arrangements cannot be made, an employee may qualify for use of sick leave credit for the actual time needed but not to exceed four (4) hours, upon request and approval when such appointment is within the Hamilton-Fairfield-New Miami area. Scheduled appointments at locations beyond the designated areas may qualify an employee for a maximum of eight (8) hours sick leave, upon request and approval.

In all cases, evidence must be provided by the employee as to the time, date and location of the

service prior to the actual date of the appointment.

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

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

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

In those instances where an employee will be required to present a physician's statement for fewer than three (3) days' absence, the employee will be so notified of this fact in advance and in writing. Such written notification will apply to those next or future instances of sick leave usage.

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

A physician's statement will further be required for any sick leave absence after the employee has utilized six (6) days or forty-eight (48) hours of sick leave without a physician's statement in any twelve (12) month period.

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

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

Section 4. The City will supplement an employee's regular sick leave by providing compensation equal to one-half ( $\frac{1}{2}$ ) his or her regular daily sick leave rate for a number of days corresponding to his or her sick leave accumulation existing at the time a disabling injury or illness caused his

or her continued absence from work. Eligibility for extended benefits would be subject to the following provisions:

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

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

Section 6. Employees, who die as a result of their employment with the City to the extent that the family is eligible to receive Workers' Compensation, then said family will be eligible to receive full payment of the employee's accumulated sick leave. For purposes of this section, the maximum sick leave accumulation shall be one hundred fifty (150) days or twelve hundred (1200) hours.

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

**ARTICLE 14 FUNERAL LEAVE**

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

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

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

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

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

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

Section 3. In the event an employee should require additional time in excess of the allowances established in the above provisions, such additional time may be charged against vacation credit, with the approval of the supervisor.

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

**ARTICLE 15 HOLIDAYS**

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

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

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

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

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

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

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

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

Section 5. All paid holidays will be guaranteed to the extent that those falling on non-work days will be observed insofar as practicable by observing an appropriate day off. Generally, noncontinuous operating personnel will observe Friday as the holiday when the actual day of the holiday falls on Saturday and observe Monday when the actual day of the holiday falls on Sunday. For purposes of premium pay, the official designated day actually observed will be considered the holiday except for employees whose regular work schedule would require working the actual day of the holiday. In such cases the actual day of the holiday will be observed for holiday pay purposes.

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

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

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

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

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

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

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

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

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

Section 9. No holiday leave benefits will be paid to an employee whose separation is by action of dismissal or discharge. This section shall prevail over any holiday benefit provisions contained hereinabove relative to payment of holiday leave as it would pertain to dismissal or discharge.

## **ARTICLE 16      VACATIONS**

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

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

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

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

Section 3. Accrued vacation hours not taken by January 1 of each calendar year shall be removed from the employee's credit unless such balance is approved for carryover in writing by the City Manager. Notice of approval shall be provided the employee within one (1) calendar week of receipt of the request for carryover.

Requests for carryover of accrued vacation leave shall be made in writing through the Director of the employee's department to the City Manager who will consider approval of such carryover in the event either that disability has caused the employee's absence from duty during the previous calendar year of six or more calendar months or that operational necessities during the previous year have prevented the employee's utilization of vacation leave.

#### Section 4. Proration of Vacation Leave

##### A. Application.

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

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

##### B. Calculation; Payment.

An employee shall be entitled to one-twelfth of his annual vacation leave for each calendar month of on-duty service calculated from his preceding anniversary date to date of separation. See Addendum 2 which is incorporated herein by reference. For purposes of this section, an employee is considered to have worked a calendar month upon completing a minimum sixteen calendar days of on-duty employment within such month.

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

##### C. Exceptions.

1. Pro rata calculation of vacation leave, provided hereinabove, shall not apply to accrued, unused vacation leave balances approved by the City Manager for carryover to a succeeding calendar year.
2. Any employee hired prior to March 1, 1982, who thereafter retires from or dies in service shall be entitled to his total annual vacation leave as determined by his time-in-service, and/or compensation for such leave at his base rate of pay,



without proration thereof, on condition that he completes one day of on-duty employment within the calendar year of his retirement or death.

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

**ARTICLE 17 PAID TIME OFF**

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

- A. The City will grant Paid Time Off with pay to all employees hired into the bargaining unit on or after January 1, 2018 on the following basis as long as the employee is in a paid status during the entire pay period:

Years of Continuous Service	PTO Hours Per Year	Approx. PTO Accrual Per Pay	PTO Bank Maximum	Max PTO Hours Paid at Separation
Less than 1	88 (24 front loaded)	2.46	480	1:1; 480 max
1	168	6.46	480	1:1; 480 max
7	208	8.00	480	1:1; 480 max
16	248	9.54	480	1:1; 480 max
17	256	9.85	480	1:1; 480 max
18	264	10.15	480	1:1; 480 max
19	272	10.46	480	1:1; 480 max
20	280	10.77	480	1:1; 480 max
21	288	11.08	480	1:1; 480 max

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

Credit for continuous service shall apply only to service for the City of Hamilton

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

Section 2.

- A. Each year, employees shall submit their choice of PTO dates for the use of forty (40) hours during the calendar year to their supervisor between January and March 31 of each year or consistent with divisional policies and/or procedures. PTO requests submitted during this period shall be subject to the discretion and judgment of the employee's supervisor.
- B. Time-off requests not covered by Section 2(a) above must be submitted with one day's advance notice. Time-off requests that are received under the one-day notice period will be considered on a case-by-case basis, and are subject to management approval.
- C. After one (1) year of continuous service, employees will be required to use forty (40) hours of their annual allotment each year.
- D. Since sick time is not tracked separately under this benefit structure, any frequent, unscheduled and/or patterned absences will be subject to inquiry, including, but not limited to, the request for medical certification and disciplinary measures to address and/or correct the employee's unexcused and/or frequent absenteeism.
- E. A physician's statement on a form approved by the City is required for unscheduled and unapproved absences of three (3) or more consecutive work days. Such a statement will include, at a minimum, the employee's name, date the illness began, general nature of the illness, the date the employee is able to return to work, the physician's name, address and telephone number, and the physician's signature.
- F. Leave available under the Family and Medical Leave Act shall be used concurrently with PTO, provided the reason for the leave is a reason for which leave may be taken under the Act. Family and Medical Leave Act leave shall not be in addition to leave provided in this Agreement, except where all leave provided to the member pursuant to this Agreement is less than twelve (12) weeks or twenty-six (26) weeks, if applicable.

Section 3.

- A. An employee with less than one (1) year of continuous service shall have twenty-four (24) hours loaded into his or her PTO bank at the start of employment.

Section 4.

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

Section 5.

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

Section 6.

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

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

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

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

The parties agree that the City may periodically change the content of the insurance plan and/or the insurance carrier after consultation with representatives of the affected bargaining units. Adjustment of deductibles and co-pays shall not be construed as a reduction in benefit levels.

The Union understands and agrees that any increase in the premium rates for health, medical, life and related insurance premiums shall be a factor considered in the total economic proposals for successor negotiations. Any rate increase which may be implemented during the period of this Agreement shall also remain subject to the wage negotiations of subsequent Agreements.

Section 2. The Municipality will pay its portion of premiums for hospitalization, surgical, Major Medical and life insurance for a period not to exceed six (6) months beyond the expiration of the respective employee's accumulated sick leave.

Section 3. Group Life Insurance

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

The amount of life insurance coverage shall be an amount equal to one times the employee's annual wage or salary as provided in the Classification and Compensation Plan but rounded to the next lower \$1000 increment.

- B. If the employee's annual wage or salary increases, the amount of his insurance coverage shall be redetermined in accordance with Section A on an annual basis.
- C. A double indemnity provision for accidental death and an accidental dismemberment benefit will be provided.
- D. The Municipality shall pay the total cost of the first ten thousand dollars' (\$10,000) coverage. The employee will contribute by payroll deduction a maximum of fifteen cents (\$0.15) per thousand per month for optional coverage in excess of ten-thousand dollars (\$10,000).
- E. Should an employee not elect life insurance coverage on the basis of one (1) times earnings, the City will provide a maximum of ten thousand dollars' (\$10,000) coverage to include accidental death and dismemberment coverage.
- F. The death benefit on each employee retiring prior to January 1, 1970 will be one thousand dollars (\$1,000).

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

Regular, full time employees who retire on or after March 1, 1977 will be provided

with a maximum of four thousand dollars (\$4,000) as a death benefit. The cost of said benefit shall be paid in full by the Municipality.

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

## **ARTICLE 19      TOOL ALLOWANCE**

Section 1. Employees permanently classed as CHIEF AUTOMOTIVE MECHANIC, SPECIAL AUTOMOTIVE MECHANIC, AUTOMOTIVE MECHANIC, CERTIFIED AUTOMOTIVE TECHNICIAN, CERTIFIED MASTER AUTOMOTIVE TECHNICIAN or CERTIFIED EMERGENCY VEHICLE TECHNICIAN whose hand tools are not normally furnished by the Municipality shall be paid up to seven hundred dollars (\$700.00) per year as a tool allowance for the purchase of hand tools needed or required in the performance of their normal duties as determined by the Municipality.

Section 2. Hand tools having no application to the employee's job or tools required but furnished by the City will not be purchased under the allowance provisions; however, insurance to cover the purchase of lost or stolen items needed in the employee's job may be purchased by the employee out of this allowance.

Section 3. In the event that an individual has not been in the employ of the City for a full calendar year as of December 31 of the year in which his employment occurs, the employee shall be eligible for a prorated share of the tool allowance based upon his or her actual number of months or service in that calendar year.

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

Section 4. Evidence of tool purchases in the form of dated, itemized receipts or sales slips must be obtained from the supplier and provided the Superintendent of the division. Reimbursement for annual tool allowance will be provided to the employee as soon as practicable following presentation of receipts by November 1 of each year.

Section 5. No tool allowance benefit will be paid to any employee upon separation when such is by action of dismissal or discharge.

Section 6. Tool Insurance The City shall provide for, and shall maintain, an inland marine floater, with a one hundred thousand dollar (\$100,000) amount, as a rider on its insurance coverage at the Garage. That rider shall cover mechanics tools housed at the Garage for any major or catastrophic loss due to theft, fire or natural disaster. Said coverage shall have a thousand dollar (\$1,000) deductible and each employee shall be responsible for loss under that

deductible amount.

## **ARTICLE 20 CLOTHING ALLOWANCE**

Section 1. The City shall provide a uniform for all bargaining unit employees. The uniform shall consist of twelve (12) sets of long sleeve shirts, twelve (12) sets of t-shirts, twelve (12) sets of pants, two (2) winter jackets, one (1) Bib overall, and either one (1) wind jacket or one (1) coverall. The City will provide for the cleaning of the uniform. Such uniform will be replaced by the City on an as needed basis subject to City management approval. Uniforms are for official City business only. Employees who purchase footwear required for their normal job duties shall be reimbursed up to two hundred and fifty dollars (\$250) per calendar year for such footwear, provided the employees receive prior Management approval for purchases and submit receipts documenting the purchases by November 1 of each year.

Section 2. Monies paid by the City for the purchase of work clothing, safety shoes, or safety glasses will be subject to recovery should the employee resign within three (3) months following receipt of payments.

Section 3. No clothing allowance benefit will be paid to any employee whose separation is by action of dismissal or discharge.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 24      SAVINGS CLAUSE**

Should any article or section of this agreement, or any addition thereto, be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance or enforcement of any article or section be restrained by any tribunal, the remainder of this agreement and



addenda shall not be affected thereby. The parties shall enter into collective bargaining for the purpose of arriving at a mutual satisfactory replacement for such article or section held invalid.

## **ARTICLE 25        AGREEMENT TERMS ALL INCLUSIVE**

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

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

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

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

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

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

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

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

### **Section 2.    Certified Master Automotive Technician**

An individual, who has completed an initial probation period and is employed in the lower rated classification of Automotive Mechanic, Special Automotive Mechanic, or Certified Automotive Technician shall be promoted to the class of Certified Master Automotive Technician, Pay Range

29, upon showing that he or she has attained the ASE certification of Master Mechanic.

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

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

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

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

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

Automotive Test Series

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

Medium/Heavy Truck Test Series

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

Section 5. Certified Master Emergency Vehicle Technician

The classification of Certified Master EVT shall be in pay range 30T. The City, in its sole discretion, will determine the number of Certified Master EVT's it shall require. In addition to other requirements as may be established by the City, qualification for promotion to the position of Certified Master Emergency Vehicle Technician will require that an employee has previously held the position of Certified Master Automotive Technician for at least one (1) full year, and that the employee has attained EVT Master Certification in either the Fire Apparatus Technician Certification track or Ambulance Technician Certification track programs.

Employees promoted to the class of Certified Master EVT must provide proof of Master EVT Certification, and must maintain Master EVT certification status at all times. Failure to maintain

such certification shall be cause to return the employee to his or her former class and pay range, or to the next lower classification within that division that matches his or her certifications.

## **ARTICLE 27      CDL SUPPORT**

The Union agrees to support the City's request for a CDL (Commercial Driver's License) requirement in the Maintenance Worker classification. The City will continue to pay the difference in the cost for the renewal of the CDL versus the cost of a regular license renewal for all bargaining unit employees who maintain a CDL.

## **ARTICLE 28      ATTENDANCE POLICY**

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

Article 13 of this agreement provides rules and regulations relative to sick leave use. Section 3 of Article 13 does contain specific comments concerning legitimate use of sick leave and the need to provide documentation under certain circumstances when absences of three (3) or more work days occur. Additionally, this Section states that supervision may require a physician's statement from an employee for absences of fewer than three (3) work days based upon the employee's attendance and sick leave record. In these instances, an employee must be notified, in advance and in writing, of the need to provide such a physician's statement for fewer than three (3) days of absence.

This policy will provide the notification of when an employee will be required to provide a physician's statement for absences of fewer than three (3) work days:

Whenever an employee has used, within any twelve (12) month period, six (6) days of sick leave on a non-certified basis (no doctor's certificate), it will be necessary for that employee to provide a physician's statement for each additional absence before sick leave may be paid.

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

## Section 2. ABSENTEEISM AND TARDINESS

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

There are two situations which occur relative to tardiness. The first, involves an employee who has not called in before the start of the work shift as is required by existing policy. The second, applies to an employee who calls in before the start of his or her work shift:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- A. Effective from the beginning of the pay period that includes the date this Agreement is executed, all active bargaining unit employees shall receive a 2% wage increase. Effective January 1, 2017, all active bargaining unit employees shall receive an Eighteen Cents (\$.18) per hour increase. The increase in the hourly wage rate is due to the indefinite elimination of the longevity program set forth in the Article 21 of the previous collective bargaining agreement. Wage rates for all bargaining unit employees shall be in accordance with Schedule E attached as Addendum 1. Pursuant to Schedule E, bargaining unit employees hired into the bargaining unit prior to August 8, 2013 are subject to the wage scales attached as Addendum 1-A. Employees hired into the bargaining on or after August 8, 2013 shall be subject to the wage scales attached as Addendum 1-B (with a 10% decrease in pay rates from the scale of Addendum 1-A).
  
- B. By the second regular payroll date following January 1, 2018, all bargaining unit employees shall receive a lump sum payment of Five Hundred Dollars (\$500.00), less applicable taxes and withholdings.
  
- C. Effective from the beginning of the pay period that includes January 13, 2019, all active bargaining unit employees shall receive a .75% wage increase.
  
- D. Effective from the beginning of the pay period that includes January 13, 2019, all active bargaining unit employees who have completed their probationary period in calendar year 2018 shall receive a .75% performance-based increase, if the entire bargaining unit meets or exceeds sixty percent (60%) of the performance-based criteria in Section 2 below for the calendar year of 2018.

Section 2. Performance-Based Bonus Criteria.

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

METRIC	STANDARD	VALUE
Lost time hours	0 lost time hours	5%
Lost time incidents	0 lost time incidents	5%
Unscheduled time off	No more than 3 occurrences (1 occurrence = any increment of time off with less than one day's notice) of unscheduled time off	20%

	on average/per employee	
Volunteerism	4 documented, approved volunteer hours in City of Hamilton on average/per employee	25%
Overtime availability ratio (Ratio between total overtime calls accepted and total overtime calls made)	Overtime availability ratio must be greater than or equal to 75% of overtime calls accepted for the entire bargaining unit. E.g. If the total overtime calls made were 8 and the total calls accepted were 6, then the overtime availability ratio is 75%	25%
Attendance Policy Violations	Less than 2% of the bargaining unit receives either a suspension or dismissal for occurrences under Article 27 - Attendance Policy per year	20%

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

A ten cent (\$.10) per hour increase shall be added to each hourly rate at Step 10 only effective January 1, 2017. A five cent (\$.05) per hour increase shall be added to each hourly rate at Step 10 only effective January 1, 2018.-

Section 4. Direct Deposit

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

**ARTICLE 30 PEOPLE CHECKOFF**

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

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

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

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

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

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

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

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

All provisions of this Agreement, except as otherwise negotiated, shall become effective on the date of execution and remain in full force and effect until and including January 14, 2019, and for each twelve (12) month period thereafter unless not less than sixty (60) days prior to the end of the original term or any annual period thereafter either party shall serve upon the other written notice of its interest to alter, modify or terminate the provisions of this Agreement. In the event of such notification, the Parties shall commence negotiations by exchange of proposals in accordance with law.

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



**SIGNATURE PAGE**

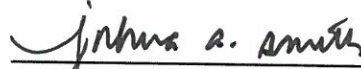
IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed on this 3rd day of August, 2017 by their duly authorized officers.

FOR: AFSCME, LOCAL 475,

FOR: THE CITY OF HAMILTON, OHIO



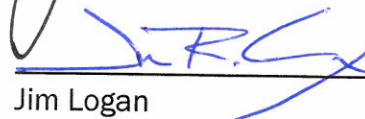
Michael A. Hoefker  
President, Local 475



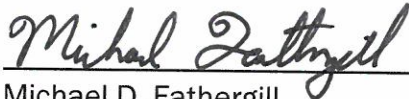
Joshua A. Smith  
City Manager



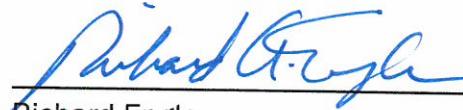
Erick M. Novak  
Treasurer



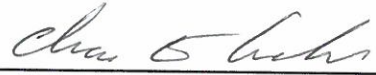
Jim Logan  
Public Utilities Director



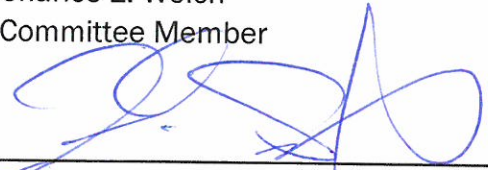
Michael D. Fathergill  
Committee Member



Richard Engle  
Director of Public Works



Charles E. Welch  
Committee Member



Justin M. Falk  
Executive Board



Rebecca Frankenhoff  
Staff Representative Ohio Council 8

Approved as to Form:



Heather Sanderson Lewis  
Law Director

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

ALPHABETICAL INDEX OF CLASSIFICATIONS

AFSCME, Local #475

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

135	Special Automotive Equipment Operator .....	21
140	Special Automotive Mechanic.....	27

## HOURLY RATES: SCHEDULE E

### AFSCME, Local 475

**Effective January 1, 2017 - bargaining unit members hired before August 5, 2013**

**\$.18/hr Increase and \$.10/hr on Step 10**

<i>RANGE</i>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<b>15 T</b>										
<i>Hour</i>	14.87	15.50	16.23	16.92	17.70	18.42	19.21	19.58	19.86	21.45
<i>Annual</i>	30,930	32,240	33,758	35,194	36,816	38,314	39,957	40,726	41,309	44,616
<b>16 T</b>										
<i>Hour</i>	15.12	15.80	16.46	17.23	17.97	18.85	19.59	19.86	20.22	21.74
<i>Annual</i>	31,450	32,864	34,237	35,838	37,378	39,208	40,747	41,309	42,058	45,219
<b>17 T</b>										
<i>Hour</i>	15.36	16.03	16.74	17.47	18.27	19.12	19.91	20.22	20.50	22.00
<i>Annual</i>	31,949	33,342	34,819	36,338	38,002	39,770	41,413	42,058	42,640	45,760
<b>18 T</b>										
<i>Hour</i>	15.72	16.33	17.15	17.81	18.61	19.42	20.23	20.50	20.79	22.38
<i>Annual</i>	32,698	33,966	35,672	37,045	38,709	40,394	42,078	42,640	43,243	46,550
<b>18-A T</b>										
<i>Hour</i>	15.82	16.44	17.22	17.92	18.74	19.56	20.33	20.64	20.96	22.56
<i>Annual</i>	32,906	34,195	35,818	37,274	38,979	40,685	42,286	42,931	43,597	46,925
<b>19 T</b>										
<i>Hour</i>	15.87	16.63	17.31	18.08	18.88	19.61	20.54	20.79	21.15	22.80
<i>Annual</i>	33,010	34,590	36,005	37,606	39,270	40,789	42,723	43,243	43,992	47,424
<b>19-A T</b>										
<i>Hour</i>	15.95	16.71	17.41	18.23	19.05	19.83	20.67	20.96	21.32	22.99
<i>Annual</i>	33,176	34,757	36,213	37,918	39,624	41,246	42,994	43,597	44,346	47,819
<b>20 T</b>										
<i>Hour</i>	16.15	16.82	17.56	18.35	19.19	19.94	20.82	21.16	21.57	23.24
<i>Annual</i>	33,592	34,986	36,525	38,168	39,915	41,475	43,306	44,013	44,866	48,339
<b>20-A T</b>										
<i>Hour</i>	16.23	16.92	17.70	18.46	19.29	20.21	20.99	21.40	21.73	23.52
<i>Annual</i>	33,758	35,194	36,816	38,397	40,123	42,037	43,659	44,512	45,198	48,922
<b>21 T</b>										
<i>Hour</i>	16.39	17.16	17.87	18.71	19.51	20.30	21.19	21.57	22.00	23.74
<i>Annual</i>	34,091	35,693	37,170	38,917	40,581	42,224	44,075	44,866	45,760	49,379
<b>21-A T</b>										
<i>Hour</i>	16.51	17.23	17.94	18.81	19.63	20.55	21.43	21.73	22.30	24.03
<i>Annual</i>	34,341	35,838	37,315	39,125	40,830	42,744	44,574	45,198	46,384	49,982
<b>22 T</b>										
<i>Hour</i>	16.67	17.35	18.18	18.95	19.84	20.65	21.58	22.00	22.50	24.34
<i>Annual</i>	34,674	36,088	37,814	39,416	41,267	42,952	44,886	45,760	46,800	50,627

<b>22-A T</b>											
<b>Hour</b>	16.77	17.46	18.27	19.11	20.17	20.96	21.88	22.32	22.81	24.67	
<b>Annual</b>	34,882	36,317	38,002	39,749	41,954	43,597	45,510	46,426	47,445	51,314	
<b>23 T</b>											
<b>Hour</b>	16.85	17.66	18.39	19.25	20.27	21.15	22.01	22.50	23.10	25.02	
<b>Annual</b>	35,048	36,733	38,251	40,040	42,162	43,992	45,781	46,800	48,048	52,042	
<b>23-A T</b>											
<b>Hour</b>	17.01	17.78	18.59	19.39	20.50	21.29	22.32	22.81	23.45	25.37	
<b>Annual</b>	35,381	36,982	38,667	40,331	42,640	44,283	46,426	47,445	48,776	52,770	
<b>24 T</b>											
<b>Hour</b>	17.22	17.94	18.77	19.61	20.71	21.58	22.52	23.10	23.79	25.80	
<b>Annual</b>	35,818	37,315	39,042	40,789	43,077	44,886	46,842	48,048	49,483	53,664	
<b>24-A T</b>											
<b>Hour</b>	17.45	18.26	19.06	19.90	20.96	21.88	22.84	23.45	24.11	26.14	
<b>Annual</b>	36,296	37,981	39,645	41,392	43,597	45,510	47,507	48,776	50,149	54,371	
<b>25 T</b>											
<b>Hour</b>	17.78	18.57	19.38	20.27	21.16	22.06	23.11	23.79	24.54	26.53	
<b>Annual</b>	36,982	38,626	40,310	42,162	44,013	45,885	48,069	49,483	51,043	55,182	
<b>26 T</b>											
<b>Hour</b>	17.98	18.89	19.94	20.80	21.88	22.83	23.94	24.56	25.28	27.43	
<b>Annual</b>	37,398	39,291	41,475	43,264	45,510	47,486	49,795	51,085	52,582	57,054	
<b>27 T</b>											
<b>Hour</b>	18.31	19.29	20.35	21.45	22.50	23.53	24.57	25.28	26.17	28.24	
<b>Annual</b>	38,085	40,123	42,328	44,616	46,800	48,942	51,106	52,582	54,434	58,739	
<b>28 T</b>											
<b>Hour</b>					23.18	24.26	25.29	26.17	27.01	29.24	
<b>Annual</b>					48,214	50,461	52,603	54,434	56,181	60,819	
<b>28-A T</b>											
<b>Hour</b>					23.53	24.57	25.70	26.52	27.68	30.02	
<b>Annual</b>					48,942	51,106	53,456	55,162	57,574	62,442	
<b>29 T</b>											
<b>Hour</b>					23.99	25.03	26.22	27.01	27.99	30.10	
<b>Annual</b>					49,899	52,062	54,538	56,181	58,219	62,608	
<b>29-A T</b>											
<b>Hour</b>					24.27	25.36	26.65	27.37	28.49	30.73	
<b>Annual</b>					50,482	52,749	55,432	56,930	59,259	63,918	
<b>30 T</b>											
<b>Hour</b>					24.74	25.95	27.19	27.99	28.86	31.22	
<b>Annual</b>					51,459	53,976	56,555	58,219	60,029	64,938	
<b>30-A T</b>											
<b>Hour</b>					25.03	26.22	27.55	28.49	29.47	31.74	
<b>Annual</b>					52,062	54,538	57,304	59,259	61,298	66,019	
<b>31 T</b>											
<b>Hour</b>					25.60	26.79	28.13	28.86	29.99	32.19	
<b>Annual</b>					53,248	55,723	58,510	60,029	62,379	66,955	

<b>32 T</b>						
<i>Hour</i>	26.49	27.77	29.23	29.99	30.94	33.11
<i>Annual</i>	55,099	57,762	60,798	62,379	64,355	68,869
<b>32-A T</b>						
<i>Hour</i>	27.01	28.37	29.73	30.50	31.47	33.72
<i>Annual</i>	56,181	59,010	61,838	63,440	65,458	70,138
<b>33 T</b>						
<i>Hour</i>	27.99	28.90	29.94	31.12	32.30	34.67
<i>Annual</i>	58,219	60,112	62,275	64,730	67,184	72,114

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

**Effective January 1, 2017 - bargaining unit members hired after August 5, 2013**

<i>RANGE</i>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<i>15 T</i>										
<i>Hour</i>	13.40	13.97	14.63	15.25	15.95	16.60	17.31	17.64	17.89	19.34
<i>Annual</i>	27,872	29,058	30,430	31,720	33,176	34,528	36,005	36,691	37,211	40,227
<i>16 T</i>										
<i>Hour</i>	13.63	14.24	14.83	15.53	16.19	16.98	17.65	17.89	18.22	19.60
<i>Annual</i>	28,350	29,619	30,846	32,302	33,675	35,318	36,712	37,211	37,898	40,768
<i>17 T</i>										
<i>Hour</i>	13.84	14.45	15.08	15.74	16.46	17.23	17.94	18.22	18.47	19.83
<i>Annual</i>	28,787	30,056	31,366	32,739	34,237	35,838	37,315	37,898	38,418	41,246
<i>18 T</i>										
<i>Hour</i>	14.17	14.72	15.45	16.05	16.77	17.50	18.23	18.47	18.73	20.18
<i>Annual</i>	29,474	30,618	32,136	33,384	34,882	36,400	37,918	38,418	38,958	41,974
<i>18-A T</i>										
<i>Hour</i>	14.26	14.81	15.52	16.15	16.88	17.62	18.32	18.59	18.88	20.34
<i>Annual</i>	29,661	30,805	32,282	33,592	35,110	36,650	38,106	38,667	39,270	42,307
<i>19 T</i>										
<i>Hour</i>	14.30	14.99	15.60	16.29	17.01	17.67	18.50	18.73	19.05	20.55
<i>Annual</i>	29,744	31,179	32,448	33,883	35,381	36,754	38,480	38,958	39,624	42,744
<i>19-A T</i>										
<i>Hour</i>	14.37	15.06	15.69	16.43	17.16	17.87	18.62	18.88	19.21	20.72
<i>Annual</i>	29,890	31,325	32,635	34,174	35,693	37,170	38,730	39,270	39,957	43,098
<i>20 T</i>										
<i>Hour</i>	14.55	15.16	15.82	16.53	17.29	17.96	18.76	19.06	19.43	20.95
<i>Annual</i>	30,264	31,533	32,906	34,382	35,963	37,357	39,021	39,645	40,414	43,576
<i>20-A T</i>										
<i>Hour</i>	14.63	15.25	15.95	16.63	17.38	18.21	18.91	19.28	19.58	21.20
<i>Annual</i>	30,430	31,720	33,176	34,590	36,150	37,877	39,333	40,102	40,726	44,096
<i>21 T</i>										
<i>Hour</i>	14.77	15.46	16.10	16.86	17.58	18.29	19.09	19.43	19.82	21.40
<i>Annual</i>	30,722	32,157	33,488	35,069	36,566	38,043	39,707	40,414	41,226	44,512
<i>21-A T</i>										
<i>Hour</i>	14.88	15.53	16.16	16.95	17.69	18.51	19.31	19.58	20.09	21.66
<i>Annual</i>	30,950	32,302	33,613	35,256	36,795	38,501	40,165	40,726	41,787	45,053
<i>22 T</i>										
<i>Hour</i>	15.02	15.63	16.38	17.07	17.87	18.60	19.44	19.82	20.27	21.94
<i>Annual</i>	31,242	32,510	34,070	35,506	37,170	38,688	40,435	41,226	42,162	45,635
<i>22-A T</i>										
<i>Hour</i>	15.11	15.73	16.46	17.22	18.17	18.88	19.71	20.11	20.55	22.24
<i>Annual</i>	31,429	32,718	34,237	35,818	37,794	39,270	40,997	41,829	42,744	46,259

<b>23 T</b>										
<b>Hour</b>	15.18	15.91	16.57	17.34	18.26	19.05	19.83	20.27	20.81	22.55
<b>Annual</b>	31,574	33,093	34,466	36,067	37,981	39,624	41,246	42,162	43,285	46,904
<b>23-A T</b>										
<b>Hour</b>	15.33	16.02	16.75	17.47	18.47	19.18	20.11	20.55	21.12	22.87
<b>Annual</b>	31,886	33,322	34,840	36,338	38,418	39,894	41,829	42,744	43,930	47,570
<b>24 T</b>										
<b>Hour</b>	15.52	16.16	16.91	17.67	18.66	19.44	20.29	20.81	21.43	23.25
<b>Annual</b>	32,282	33,613	35,173	36,754	38,813	40,435	42,203	43,285	44,574	48,360
<b>24-A T</b>										
<b>Hour</b>	15.72	16.45	17.17	17.93	18.88	19.71	20.57	21.12	21.72	23.56
<b>Annual</b>	32,698	34,216	35,714	37,294	39,270	40,997	42,786	43,930	45,178	49,005
<b>25 T</b>										
<b>Hour</b>	16.02	16.73	17.46	18.26	19.06	19.87	20.82	21.43	22.10	23.91
<b>Annual</b>	33,322	34,798	36,317	37,981	39,645	41,330	43,306	44,574	45,968	49,733
<b>26 T</b>										
<b>Hour</b>	16.20	17.02	17.96	18.74	19.71	20.57	21.56	22.12	22.77	24.72
<b>Annual</b>	33,696	35,402	37,357	38,979	40,997	42,786	44,845	46,010	47,362	51,418
<b>27 T</b>										
<b>Hour</b>	16.50	17.38	18.33	19.32	20.27	21.20	22.13	22.77	23.57	25.45
<b>Annual</b>	34,320	36,150	38,126	40,186	42,162	44,096	46,030	47,362	49,026	52,936
<b>28 T</b>										
<b>Hour</b>					20.88	21.85	22.78	23.57	24.33	26.35
<b>Annual</b>					43,430	45,448	47,382	49,026	50,606	54,808
<b>28-A T</b>										
<b>Hour</b>					21.20	22.13	23.15	23.89	24.93	27.05
<b>Annual</b>					44,096	46,030	48,152	49,691	51,854	56,264
<b>29 T</b>										
<b>Hour</b>					21.61	22.55	23.62	24.33	25.21	27.12
<b>Annual</b>					44,949	46,904	49,130	50,606	52,437	56,410
<b>29-A T</b>										
<b>Hour</b>					21.86	22.84	24.00	24.65	25.66	27.69
<b>Annual</b>					45,469	47,507	49,920	51,272	53,373	57,595
<b>30 T</b>										
<b>Hour</b>					22.28	23.37	24.49	25.21	25.99	28.13
<b>Annual</b>					46,342	48,610	50,939	52,437	54,059	58,510
<b>30-A T</b>										
<b>Hour</b>					22.55	23.62	24.81	25.66	26.54	28.60
<b>Annual</b>					46,904	49,130	51,605	53,373	55,203	59,488
<b>31 T</b>										
<b>Hour</b>					23.06	24.13	25.34	25.99	27.01	29.00
<b>Annual</b>					47,965	50,190	52,707	54,059	56,181	60,320



<b>32 T</b>						
<i>Hour</i>	23.86	25.01	26.33	27.01	27.86	29.83
<i>Annual</i>	49,629	52,021	54,766	56,181	57,949	62,046
<b>32-A T</b>						
<i>Hour</i>	24.33	25.55	26.78	27.47	28.34	30.38
<i>Annual</i>	50,606	53,144	55,702	57,138	58,947	63,190
<b>33 T</b>						
<i>Hour</i>	25.21	26.03	26.96	28.03	29.09	31.24
<i>Annual</i>	52,437	54,142	56,077	58,302	60,507	64,979

**HOURLY RATES: SCHEDULE E**  
**AFSCME, Local 475**  
**Effective July 24, 2017 - bargaining unit members hired before August 5, 2013**

<i>RANGE</i>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<i>15 T</i>										
<i>Hour</i>	15.17	15.81	16.55	17.26	18.05	18.79	19.59	19.97	20.26	21.88
<i>Annual</i>	31,554	32,885	34,424	35,901	37,544	39,083	40,747	41,538	42,141	45,510
<i>16 T</i>										
<i>Hour</i>	15.42	16.12	16.79	17.57	18.33	19.23	19.98	20.26	20.62	22.17
<i>Annual</i>	32,074	33,530	34,923	36,546	38,126	39,998	41,558	42,141	42,890	46,114
<i>17 T</i>										
<i>Hour</i>	15.67	16.35	17.07	17.82	18.64	19.50	20.31	20.62	20.91	22.44
<i>Annual</i>	32,594	34,008	35,506	37,066	38,771	40,560	42,245	42,890	43,493	46,675
<i>18 T</i>										
<i>Hour</i>	16.03	16.66	17.49	18.17	18.98	19.81	20.63	20.91	21.21	22.83
<i>Annual</i>	33,342	34,653	36,379	37,794	39,478	41,205	42,910	43,493	44,117	47,486
<i>18-A T</i>										
<i>Hour</i>	16.14	16.77	17.56	18.28	19.11	19.95	20.74	21.05	21.38	23.01
<i>Annual</i>	33,571	34,882	36,525	38,022	39,749	41,496	43,139	43,784	44,470	47,861
<i>19 T</i>										
<i>Hour</i>	16.19	16.96	17.66	18.44	19.26	20.00	20.95	21.21	21.57	23.26
<i>Annual</i>	33,675	35,277	36,733	38,355	40,061	41,600	43,576	44,117	44,866	48,381
<i>19-A T</i>										
<i>Hour</i>	16.27	17.04	17.76	18.59	19.43	20.23	21.08	21.38	21.75	23.45
<i>Annual</i>	33,842	35,443	36,941	38,667	40,414	42,078	43,846	44,470	45,240	48,776
<i>20 T</i>										
<i>Hour</i>	16.47	17.16	17.91	18.72	19.57	20.34	21.24	21.58	22.00	23.70
<i>Annual</i>	34,258	35,693	37,253	38,938	40,706	42,307	44,179	44,886	45,760	49,296
<i>20-A T</i>										
<i>Hour</i>	16.55	17.26	18.05	18.83	19.68	20.61	21.41	21.83	22.16	23.99
<i>Annual</i>	34,424	35,901	37,544	39,166	40,934	42,869	44,533	45,406	46,093	49,899
<i>21 T</i>										
<i>Hour</i>	16.72	17.50	18.23	19.08	19.90	20.71	21.61	22.00	22.44	24.21
<i>Annual</i>	34,778	36,400	37,918	39,686	41,392	43,077	44,949	45,760	46,675	50,357
<i>21-A T</i>										
<i>Hour</i>	16.84	17.57	18.30	19.19	20.02	20.96	21.86	22.16	22.75	24.51
<i>Annual</i>	35,027	36,546	38,064	39,915	41,642	43,597	45,469	46,093	47,320	50,981
<i>22 T</i>										
<i>Hour</i>	17.00	17.70	18.54	19.33	20.24	21.06	22.01	22.44	22.95	24.83
<i>Annual</i>	35,360	36,816	38,563	40,206	42,099	43,805	45,781	46,675	47,736	51,646

<b>22-A T</b>											
<b>Hour</b>	17.11	17.81	18.64	19.49	20.57	21.38	22.32	22.77	23.27	25.16	
<b>Annual</b>	35,589	37,045	38,771	40,539	42,786	44,470	46,426	47,362	48,402	52,333	
<b>23 T</b>											
<b>Hour</b>	17.19	18.01	18.76	19.64	20.68	21.57	22.45	22.95	23.56	25.52	
<b>Annual</b>	35,755	37,461	39,021	40,851	43,014	44,866	46,696	47,736	49,005	53,082	
<b>23-A T</b>											
<b>Hour</b>	17.35	18.14	18.96	19.78	20.91	21.72	22.77	23.27	23.92	25.88	
<b>Annual</b>	36,088	37,731	39,437	41,142	43,493	45,178	47,362	48,402	49,754	53,830	
<b>24 T</b>											
<b>Hour</b>	17.56	18.30	19.15	20.00	21.12	22.01	22.97	23.56	24.27	26.32	
<b>Annual</b>	36,525	38,064	39,832	41,600	43,930	45,781	47,778	49,005	50,482	54,746	
<b>24-A T</b>											
<b>Hour</b>	17.80	18.63	19.44	20.30	21.38	22.32	23.30	23.92	24.59	26.66	
<b>Annual</b>	37,024	38,750	40,435	42,224	44,470	46,426	48,464	49,754	51,147	55,453	
<b>25 T</b>											
<b>Hour</b>	18.14	18.94	19.77	20.68	21.58	22.50	23.57	24.27	25.03	27.06	
<b>Annual</b>	37,731	39,395	41,122	43,014	44,886	46,800	49,026	50,482	52,062	56,285	
<b>26 T</b>											
<b>Hour</b>	18.34	19.27	20.34	21.22	22.32	23.29	24.42	25.05	25.79	27.98	
<b>Annual</b>	38,147	40,082	42,307	44,138	46,426	48,443	50,794	52,104	53,643	58,198	
<b>27 T</b>											
<b>Hour</b>	18.68	19.68	20.76	21.88	22.95	24.00	25.06	25.79	26.69	28.80	
<b>Annual</b>	38,854	40,934	43,181	45,510	47,736	49,920	52,125	53,643	55,515	59,904	
<b>28 T</b>											
<b>Hour</b>					23.64	24.75	25.80	26.69	27.55	29.82	
<b>Annual</b>					49,171	51,480	53,664	55,515	57,304	62,026	
<b>28-A T</b>											
<b>Hour</b>					24.00	25.06	26.21	27.05	28.23	30.62	
<b>Annual</b>					49,920	52,125	54,517	56,264	58,718	63,690	
<b>29 T</b>											
<b>Hour</b>					24.47	25.53	26.74	27.55	28.55	30.70	
<b>Annual</b>					50,898	53,102	55,619	57,304	59,384	63,856	
<b>29-A T</b>											
<b>Hour</b>					24.76	25.87	27.18	27.92	29.06	31.34	
<b>Annual</b>					51,501	53,810	56,534	58,074	60,445	65,187	
<b>30 T</b>											
<b>Hour</b>					25.23	26.47	27.73	28.55	29.44	31.84	
<b>Annual</b>					52,478	55,058	57,678	59,384	61,235	66,227	
<b>30-A T</b>											
<b>Hour</b>					25.53	26.74	28.10	29.06	30.06	32.37	
<b>Annual</b>					53,102	55,619	58,448	60,445	62,525	67,330	
<b>31 T</b>											
<b>Hour</b>					26.11	27.33	28.69	29.44	30.59	32.83	
<b>Annual</b>					54,309	56,846	59,675	61,235	63,627	68,286	

<b>32 T</b>						
<i>Hour</i>	27.02	28.33	29.81	30.59	31.56	33.77
<i>Annual</i>	56,202	58,926	62,005	63,627	65,645	70,242
<b>32-A T</b>						
<i>Hour</i>	27.55	28.94	30.32	31.11	32.10	34.39
<i>Annual</i>	57,304	60,195	63,066	64,709	66,768	71,531
<b>33 T</b>						
<i>Hour</i>	28.55	29.48	30.54	31.74	32.95	35.36
<i>Annual</i>	59,384	61,318	63,523	66,019	68,536	73,549

**HOURLY RATES: SCHEDULE E**  
**AFSCME, Local 475**  
**Effective July 24, 2017 - bargaining unit members hired after August 5, 2013**

<i>RANGE</i>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<i>15 T</i>										
<i>Hour</i>	13.67	14.25	14.92	15.56	16.27	16.93	17.66	17.99	18.25	19.73
<i>Annual</i>	28,434	29,640	31,034	32,365	33,842	35,214	36,733	37,419	37,960	41,038
<i>16 T</i>										
<i>Hour</i>	13.90	14.52	15.13	15.84	16.51	17.32	18.00	18.25	18.58	19.99
<i>Annual</i>	28,912	30,202	31,470	32,947	34,341	36,026	37,440	37,960	38,646	41,579
<i>17 T</i>										
<i>Hour</i>	14.12	14.74	15.38	16.05	16.79	17.57	18.30	18.58	18.84	20.23
<i>Annual</i>	29,370	30,659	31,990	33,384	34,923	36,546	38,064	38,646	39,187	42,078
<i>18 T</i>										
<i>Hour</i>	14.45	15.01	15.76	16.37	17.11	17.85	18.59	18.84	19.10	20.58
<i>Annual</i>	30,056	31,221	32,781	34,050	35,589	37,128	38,667	39,187	39,728	42,806
<i>18-A T</i>										
<i>Hour</i>	14.55	15.11	15.83	16.47	17.22	17.97	18.69	18.96	19.26	20.75
<i>Annual</i>	30,264	31,429	32,926	34,258	35,818	37,378	38,875	39,437	40,061	43,160
<i>19 T</i>										
<i>Hour</i>	14.59	15.29	15.91	16.62	17.35	18.02	18.87	19.10	19.43	20.96
<i>Annual</i>	30,347	31,803	33,093	34,570	36,088	37,482	39,250	39,728	40,414	43,597
<i>19-A T</i>										
<i>Hour</i>	14.66	15.36	16.00	16.76	17.50	18.23	18.99	19.26	19.59	21.13
<i>Annual</i>	30,493	31,949	33,280	34,861	36,400	37,918	39,499	40,061	40,747	43,950
<i>20 T</i>										
<i>Hour</i>	14.84	15.46	16.14	16.86	17.64	18.32	19.14	19.44	19.82	21.37
<i>Annual</i>	30,867	32,157	33,571	35,069	36,691	38,106	39,811	40,435	41,226	44,450
<i>20-A T</i>										
<i>Hour</i>	14.92	15.56	16.27	16.96	17.73	18.57	19.29	19.67	19.97	21.62
<i>Annual</i>	31,034	32,365	33,842	35,277	36,878	38,626	40,123	40,914	41,538	44,970
<i>21 T</i>										
<i>Hour</i>	15.07	15.77	16.42	17.20	17.93	18.66	19.47	19.82	20.22	21.83
<i>Annual</i>	31,346	32,802	34,154	35,776	37,294	38,813	40,498	41,226	42,058	45,406
<i>21-A T</i>										
<i>Hour</i>	15.18	15.84	16.48	17.29	18.04	18.88	19.70	19.97	20.49	22.09
<i>Annual</i>	31,574	32,947	34,278	35,963	37,523	39,270	40,976	41,538	42,619	45,947
<i>22 T</i>										
<i>Hour</i>	15.32	15.94	16.71	17.41	18.23	18.97	19.83	20.22	20.68	22.38
<i>Annual</i>	31,866	33,155	34,757	36,213	37,918	39,458	41,246	42,058	43,014	46,550

<b>22-A T</b>											
<b>Hour</b>	15.41	16.04	16.79	17.56	18.53	19.26	20.10	20.51	20.96	22.68	
<b>Annual</b>	32,053	33,363	34,923	36,525	38,542	40,061	41,808	42,661	43,597	47,174	
<b>23 T</b>											
<b>Hour</b>	15.48	16.23	16.90	17.69	18.63	19.43	20.23	20.68	21.23	23.00	
<b>Annual</b>	32,198	33,758	35,152	36,795	38,750	40,414	42,078	43,014	44,158	47,840	
<b>23-A T</b>											
<b>Hour</b>	15.64	16.34	17.09	17.82	18.84	19.56	20.51	20.96	21.54	23.33	
<b>Annual</b>	32,531	33,987	35,547	37,066	39,187	40,685	42,661	43,597	44,803	48,526	
<b>24 T</b>											
<b>Hour</b>	15.83	16.48	17.25	18.02	19.03	19.83	20.70	21.23	21.86	23.72	
<b>Annual</b>	32,926	34,278	35,880	37,482	39,582	41,246	43,056	44,158	45,469	49,338	
<b>24-A T</b>											
<b>Hour</b>	16.03	16.78	17.51	18.29	19.26	20.10	20.98	21.54	22.15	24.03	
<b>Annual</b>	33,342	34,902	36,421	38,043	40,061	41,808	43,638	44,803	46,072	49,982	
<b>25 T</b>											
<b>Hour</b>	16.34	17.06	17.81	18.63	19.44	20.27	21.24	21.86	22.54	24.39	
<b>Annual</b>	33,987	35,485	37,045	38,750	40,435	42,162	44,179	45,469	46,883	50,731	
<b>26 T</b>											
<b>Hour</b>	16.52	17.36	18.32	19.11	20.10	20.98	21.99	22.56	23.23	25.21	
<b>Annual</b>	34,362	36,109	38,106	39,749	41,808	43,638	45,739	46,925	48,318	52,437	
<b>27 T</b>											
<b>Hour</b>	16.83	17.73	18.70	19.71	20.68	21.62	22.57	23.23	24.04	25.96	
<b>Annual</b>	35,006	36,878	38,896	40,997	43,014	44,970	46,946	48,318	50,003	53,997	
<b>28 T</b>											
<b>Hour</b>					21.30	22.29	23.24	24.04	24.82	26.88	
<b>Annual</b>					44,304	46,363	48,339	50,003	51,626	55,910	
<b>28-A T</b>											
<b>Hour</b>					21.62	22.57	23.61	24.37	25.43	27.59	
<b>Annual</b>					44,970	46,946	49,109	50,690	52,894	57,387	
<b>29 T</b>											
<b>Hour</b>					22.04	23.00	24.09	24.82	25.71	27.66	
<b>Annual</b>					45,843	47,840	50,107	51,626	53,477	57,533	
<b>29-A T</b>											
<b>Hour</b>					22.30	23.30	24.48	25.14	26.17	28.24	
<b>Annual</b>					46,384	48,464	50,918	52,291	54,434	58,739	
<b>30 T</b>											
<b>Hour</b>					22.73	23.84	24.98	25.71	26.51	28.69	
<b>Annual</b>					47,278	49,587	51,958	53,477	55,141	59,675	
<b>30-A T</b>											
<b>Hour</b>					23.00	24.09	25.31	26.17	27.07	29.17	
<b>Annual</b>					47,840	50,107	52,645	54,434	56,306	60,674	
<b>31 T</b>											
<b>Hour</b>					23.52	24.61	25.85	26.51	27.55	29.58	
<b>Annual</b>					48,922	51,189	53,768	55,141	57,304	61,526	

<b>32 T</b>						
<i>Hour</i>	24.34	25.51	26.86	27.55	28.42	30.43
<i>Annual</i>	50,627	53,061	55,869	57,304	59,114	63,294
<b>32-A T</b>						
<i>Hour</i>	24.82	26.06	27.32	28.02	28.91	30.99
<i>Annual</i>	51,626	54,205	56,826	58,282	60,133	64,459
<b>33 T</b>						
<i>Hour</i>	25.71	26.55	27.50	28.59	29.67	31.86
<i>Annual</i>	53,477	55,224	57,200	59,467	61,714	66,269

**HOURLY RATES: SCHEDULE E**  
**AFSCME, Local 475**  
**Effective January 1, 2018 - bargaining unit members hired before August 5, 2013**

<i>RANGE</i>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<i>15 T</i>										
<i>Hour</i>	15.17	15.81	16.55	17.26	18.05	18.79	19.59	19.97	20.26	21.93
<i>Annual</i>	31,554	32,885	34,424	35,901	37,544	39,083	40,747	41,538	42,141	45,614
<i>16 T</i>										
<i>Hour</i>	15.42	16.12	16.79	17.57	18.33	19.23	19.98	20.26	20.62	22.22
<i>Annual</i>	32,074	33,530	34,923	36,546	38,126	39,998	41,558	42,141	42,890	46,218
<i>17 T</i>										
<i>Hour</i>	15.67	16.35	17.07	17.82	18.64	19.50	20.31	20.62	20.91	22.49
<i>Annual</i>	32,594	34,008	35,506	37,066	38,771	40,560	42,245	42,890	43,493	46,779
<i>18 T</i>										
<i>Hour</i>	16.03	16.66	17.49	18.17	18.98	19.81	20.63	20.91	21.21	22.88
<i>Annual</i>	33,342	34,653	36,379	37,794	39,478	41,205	42,910	43,493	44,117	47,590
<i>18-A T</i>										
<i>Hour</i>	16.14	16.77	17.56	18.28	19.11	19.95	20.74	21.05	21.38	23.06
<i>Annual</i>	33,571	34,882	36,525	38,022	39,749	41,496	43,139	43,784	44,470	47,965
<i>19 T</i>										
<i>Hour</i>	16.19	16.96	17.66	18.44	19.26	20.00	20.95	21.21	21.57	23.31
<i>Annual</i>	33,675	35,277	36,733	38,355	40,061	41,600	43,576	44,117	44,866	48,485
<i>19-A T</i>										
<i>Hour</i>	16.27	17.04	17.76	18.59	19.43	20.23	21.08	21.38	21.75	23.50
<i>Annual</i>	33,842	35,443	36,941	38,667	40,414	42,078	43,846	44,470	45,240	48,880
<i>20 T</i>										
<i>Hour</i>	16.47	17.16	17.91	18.72	19.57	20.34	21.24	21.58	22.00	23.75
<i>Annual</i>	34,258	35,693	37,253	38,938	40,706	42,307	44,179	44,886	45,760	49,400



**20-A T**

<b>Hour</b>	16.55	17.26	18.05	18.83	19.68	20.61	21.41	21.83	22.16	24.04
<b>Annual</b>	34,424	35,901	37,544	39,166	40,934	42,869	44,533	45,406	46,093	50,003

**21 T**

<b>Hour</b>	16.72	17.50	18.23	19.08	19.90	20.71	21.61	22.00	22.44	24.26
<b>Annual</b>	34,778	36,400	37,918	39,686	41,392	43,077	44,949	45,760	46,675	50,461

**21-A T**

<b>Hour</b>	16.84	17.57	18.30	19.19	20.02	20.96	21.86	22.16	22.75	24.56
<b>Annual</b>	35,027	36,546	38,064	39,915	41,642	43,597	45,469	46,093	47,320	51,085

**22 T**

<b>Hour</b>	17.00	17.70	18.54	19.33	20.24	21.06	22.01	22.44	22.95	24.88
<b>Annual</b>	35,360	36,816	38,563	40,206	42,099	43,805	45,781	46,675	47,736	51,750

**22-A T**

<b>Hour</b>	17.11	17.81	18.64	19.49	20.57	21.38	22.32	22.77	23.27	25.21
<b>Annual</b>	35,589	37,045	38,771	40,539	42,786	44,470	46,426	47,362	48,402	52,437

**23 T**

<b>Hour</b>	17.19	18.01	18.76	19.64	20.68	21.57	22.45	22.95	23.56	25.57
<b>Annual</b>	35,755	37,461	39,021	40,851	43,014	44,866	46,696	47,736	49,005	53,186

**23-A T**

<b>Hour</b>	17.35	18.14	18.96	19.78	20.91	21.72	22.77	23.27	23.92	25.93
<b>Annual</b>	36,088	37,731	39,437	41,142	43,493	45,178	47,362	48,402	49,754	53,934

**24 T**

<b>Hour</b>	17.56	18.30	19.15	20.00	21.12	22.01	22.97	23.56	24.27	26.37
<b>Annual</b>	36,525	38,064	39,832	41,600	43,930	45,781	47,778	49,005	50,482	54,850

**24-A T**

<b>Hour</b>	17.80	18.63	19.44	20.30	21.38	22.32	23.30	23.92	24.59	26.71
<b>Annual</b>	37,024	38,750	40,435	42,224	44,470	46,426	48,464	49,754	51,147	55,557

**25 T**

<b>Hour</b>	18.14	18.94	19.77	20.68	21.58	22.50	23.57	24.27	25.03	27.11
<b>Annual</b>	37,731	39,395	41,122	43,014	44,886	46,800	49,026	50,482	52,062	56,389

**26 T**

<i>Hour</i>	18.34	19.27	20.34	21.22	22.32	23.29	24.42	25.05	25.79	28.03
<i>Annual</i>	38,147	40,082	42,307	44,138	46,426	48,443	50,794	52,104	53,643	58,302

**27 T**

<i>Hour</i>	18.68	19.68	20.76	21.88	22.95	24.00	25.06	25.79	26.69	28.85
<i>Annual</i>	38,854	40,934	43,181	45,510	47,736	49,920	52,125	53,643	55,515	60,008

**28 T**

<i>Hour</i>					23.64	24.75	25.80	26.69	27.55	29.87
<i>Annual</i>					49,171	51,480	53,664	55,515	57,304	62,130

**28-A T**

<i>Hour</i>					24.00	25.06	26.21	27.05	28.23	30.67
<i>Annual</i>					49,920	52,125	54,517	56,264	58,718	63,794

**29 T**

<i>Hour</i>					24.47	25.53	26.74	27.55	28.55	30.75
<i>Annual</i>					50,898	53,102	55,619	57,304	59,384	63,960

**29-A T**

<i>Hour</i>					24.76	25.87	27.18	27.92	29.06	31.39
<i>Annual</i>					51,501	53,810	56,534	58,074	60,445	65,291

**30 T**

<i>Hour</i>					25.23	26.47	27.73	28.55	29.44	31.89
<i>Annual</i>					52,478	55,058	57,678	59,384	61,235	66,331

**30-A T**

<i>Hour</i>					25.53	26.74	28.10	29.06	30.06	32.42
<i>Annual</i>					53,102	55,619	58,448	60,445	62,525	67,434

**31 T**

<i>Hour</i>					26.11	27.33	28.69	29.44	30.59	32.88
<i>Annual</i>					54,309	56,846	59,675	61,235	63,627	68,390

**32 T**

<i>Hour</i>					27.02	28.33	29.81	30.59	31.56	33.82
<i>Annual</i>					56,202	58,926	62,005	63,627	65,645	70,346

**32-A T**

<i>Hour</i>	27.55	28.94	30.32	31.11	32.10	34.44
<i>Annual</i>	57,304	60,195	63,066	64,709	66,768	71,635

**33 T**

<i>Hour</i>	28.55	29.48	30.54	31.74	32.95	35.41
<i>Annual</i>	59,384	61,318	63,523	66,019	68,536	73,653

**HOURLY RATES: SCHEDULE E**  
**AFSCME, Local 475**  
**Effective January 1, 2018 - bargaining unit members hired after August 5, 2013**

<i>RANGE</i>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<i>15 T</i>										
<i>Hour</i>	13.67	14.25	14.92	15.56	16.27	16.93	17.66	17.99	18.25	19.78
<i>Annual</i>	28,434	29,640	31,034	32,365	33,842	35,214	36,733	37,419	37,960	41,142
<i>16 T</i>										
<i>Hour</i>	13.90	14.52	15.13	15.84	16.51	17.32	18.00	18.25	18.58	20.04
<i>Annual</i>	28,912	30,202	31,470	32,947	34,341	36,026	37,440	37,960	38,646	41,683
<i>17 T</i>										
<i>Hour</i>	14.12	14.74	15.38	16.05	16.79	17.57	18.30	18.58	18.84	20.28
<i>Annual</i>	29,370	30,659	31,990	33,384	34,923	36,546	38,064	38,646	39,187	42,182
<i>18 T</i>										
<i>Hour</i>	14.45	15.01	15.76	16.37	17.11	17.85	18.59	18.84	19.10	20.63
<i>Annual</i>	30,056	31,221	32,781	34,050	35,589	37,128	38,667	39,187	39,728	42,910
<i>18-A T</i>										
<i>Hour</i>	14.55	15.11	15.83	16.47	17.22	17.97	18.69	18.96	19.26	20.80
<i>Annual</i>	30,264	31,429	32,926	34,258	35,818	37,378	38,875	39,437	40,061	43,264
<i>19 T</i>										
<i>Hour</i>	14.59	15.29	15.91	16.62	17.35	18.02	18.87	19.10	19.43	21.01
<i>Annual</i>	30,347	31,803	33,093	34,570	36,088	37,482	39,250	39,728	40,414	43,701
<i>19-A T</i>										
<i>Hour</i>	14.66	15.36	16.00	16.76	17.50	18.23	18.99	19.26	19.59	21.18
<i>Annual</i>	30,493	31,949	33,280	34,861	36,400	37,918	39,499	40,061	40,747	44,054
<i>20 T</i>										
<i>Hour</i>	14.84	15.46	16.14	16.86	17.64	18.32	19.14	19.44	19.82	21.42
<i>Annual</i>	30,867	32,157	33,571	35,069	36,691	38,106	39,811	40,435	41,226	44,554
<i>20-A T</i>										
<i>Hour</i>	14.92	15.56	16.27	16.96	17.73	18.57	19.29	19.67	19.97	21.67
<i>Annual</i>	31,034	32,365	33,842	35,277	36,878	38,626	40,123	40,914	41,538	45,074

**21 T**

<b>Hour</b>	15.07	15.77	16.42	17.20	17.93	18.66	19.47	19.82	20.22	21.88
<b>Annual</b>	31,346	32,802	34,154	35,776	37,294	38,813	40,498	41,226	42,058	45,510

**21-A T**

<b>Hour</b>	15.18	15.84	16.48	17.29	18.04	18.88	19.70	19.97	20.49	22.14
<b>Annual</b>	31,574	32,947	34,278	35,963	37,523	39,270	40,976	41,538	42,619	46,051

**22 T**

<b>Hour</b>	15.32	15.94	16.71	17.41	18.23	18.97	19.83	20.22	20.68	22.43
<b>Annual</b>	31,866	33,155	34,757	36,213	37,918	39,458	41,246	42,058	43,014	46,654

**22-A T**

<b>Hour</b>	15.41	16.04	16.79	17.56	18.53	19.26	20.10	20.51	20.96	22.73
<b>Annual</b>	32,053	33,363	34,923	36,525	38,542	40,061	41,808	42,661	43,597	47,278

**23 T**

<b>Hour</b>	15.48	16.23	16.90	17.69	18.63	19.43	20.23	20.68	21.23	23.05
<b>Annual</b>	32,198	33,758	35,152	36,795	38,750	40,414	42,078	43,014	44,158	47,944

**23-A T**

<b>Hour</b>	15.64	16.34	17.09	17.82	18.84	19.56	20.51	20.96	21.54	23.38
<b>Annual</b>	32,531	33,987	35,547	37,066	39,187	40,685	42,661	43,597	44,803	48,630

**24 T**

<b>Hour</b>	15.83	16.48	17.25	18.02	19.03	19.83	20.70	21.23	21.86	23.77
<b>Annual</b>	32,926	34,278	35,880	37,482	39,582	41,246	43,056	44,158	45,469	49,442

**24-A T**

<b>Hour</b>	16.03	16.78	17.51	18.29	19.26	20.10	20.98	21.54	22.15	24.08
<b>Annual</b>	33,342	34,902	36,421	38,043	40,061	41,808	43,638	44,803	46,072	50,086

**25 T**

<b>Hour</b>	16.34	17.06	17.81	18.63	19.44	20.27	21.24	21.86	22.54	24.44
<b>Annual</b>	33,987	35,485	37,045	38,750	40,435	42,162	44,179	45,469	46,883	50,835

**26 T**

<b>Hour</b>	16.52	17.36	18.32	19.11	20.10	20.98	21.99	22.56	23.23	25.26
<b>Annual</b>	34,362	36,109	38,106	39,749	41,808	43,638	45,739	46,925	48,318	52,541

**27 T**

<i>Hour</i>	16.83	17.73	18.70	19.71	20.68	21.62	22.57	23.23	24.04	26.01
<i>Annual</i>	35,006	36,878	38,896	40,997	43,014	44,970	46,946	48,318	50,003	54,101

**28 T**

<i>Hour</i>					21.30	22.29	23.24	24.04	24.82	26.93
<i>Annual</i>					44,304	46,363	48,339	50,003	51,626	56,014

**28-A T**

<i>Hour</i>					21.62	22.57	23.61	24.37	25.43	27.64
<i>Annual</i>					44,970	46,946	49,109	50,690	52,894	57,491

**29 T**

<i>Hour</i>					22.04	23.00	24.09	24.82	25.71	27.71
<i>Annual</i>					45,843	47,840	50,107	51,626	53,477	57,637

**29-A T**

<i>Hour</i>					22.30	23.30	24.48	25.14	26.17	28.29
<i>Annual</i>					46,384	48,464	50,918	52,291	54,434	58,843

**30 T**

<i>Hour</i>					22.73	23.84	24.98	25.71	26.51	28.74
<i>Annual</i>					47,278	49,587	51,958	53,477	55,141	59,779

**30-A T**

<i>Hour</i>					23.00	24.09	25.31	26.17	27.07	29.22
<i>Annual</i>					47,840	50,107	52,645	54,434	56,306	60,778

**31 T**

<i>Hour</i>					23.52	24.61	25.85	26.51	27.55	29.63
<i>Annual</i>					48,922	51,189	53,768	55,141	57,304	61,630

**32 T**

<i>Hour</i>					24.34	25.51	26.86	27.55	28.42	30.48
<i>Annual</i>					50,627	53,061	55,869	57,304	59,114	63,398

**32-A T**

<i>Hour</i>					24.82	26.06	27.32	28.02	28.91	31.04
<i>Annual</i>					51,626	54,205	56,826	58,282	60,133	64,563

*33 T*

<i>Hour</i>	25.71	26.55	27.50	28.59	29.67	31.91
<i>Annual</i>	53,477	55,224	57,200	59,467	61,714	66,373

**HOURLY RATES: SCHEDULE E**  
**AFSCME, Local 475**  
**Effective January 13, 2019 - bargaining unit members hired before August 5, 2013**  
**If Performance-Based Criteria NOT Met**

<i>RANGE</i>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<i>15 T</i>										
<i>Hour</i>	15.28	15.93	16.67	17.39	18.19	18.93	19.74	20.12	20.41	22.09
<i>Annual</i>	31,782	33,134	34,674	36,171	37,835	39,374	41,059	41,850	42,453	45,947
<i>16 T</i>										
<i>Hour</i>	15.54	16.24	16.92	17.70	18.47	19.37	20.13	20.41	20.77	22.39
<i>Annual</i>	32,323	33,779	35,194	36,816	38,418	40,290	41,870	42,453	43,202	46,571
<i>17 T</i>										
<i>Hour</i>	15.79	16.47	17.20	17.95	18.78	19.65	20.46	20.77	21.07	22.66
<i>Annual</i>	32,843	34,258	35,776	37,336	39,062	40,872	42,557	43,202	43,826	47,133
<i>18 T</i>										
<i>Hour</i>	16.15	16.78	17.62	18.31	19.12	19.96	20.78	21.07	21.37	23.05
<i>Annual</i>	33,592	34,902	36,650	38,085	39,770	41,517	43,222	43,826	44,450	47,944
<i>18-A T</i>										
<i>Hour</i>	16.26	16.90	17.69	18.42	19.25	20.10	20.90	21.21	21.54	23.23
<i>Annual</i>	33,821	35,152	36,795	38,314	40,040	41,808	43,472	44,117	44,803	48,318
<i>19 T</i>										
<i>Hour</i>	16.31	17.09	17.79	18.58	19.40	20.15	21.11	21.37	21.73	23.48
<i>Annual</i>	33,925	35,547	37,003	38,646	40,352	41,912	43,909	44,450	45,198	48,838
<i>19-A T</i>										
<i>Hour</i>	16.39	17.17	17.89	18.73	19.58	20.38	21.24	21.54	21.91	23.68
<i>Annual</i>	34,091	35,714	37,211	38,958	40,726	42,390	44,179	44,803	45,573	49,254
<i>20 T</i>										
<i>Hour</i>	16.59	17.29	18.04	18.86	19.72	20.49	21.40	21.74	22.17	23.93
<i>Annual</i>	34,507	35,963	37,523	39,229	41,018	42,619	44,512	45,219	46,114	49,774



**20-A T**

<b>Hour</b>	16.67	17.39	18.19	18.97	19.83	20.76	21.57	21.99	22.33	24.22
<b>Annual</b>	34,674	36,171	37,835	39,458	41,246	43,181	44,866	45,739	46,446	50,378

**21 T**

<b>Hour</b>	16.85	17.63	18.37	19.22	20.05	20.87	21.77	22.17	22.61	24.44
<b>Annual</b>	35,048	36,670	38,210	39,978	41,704	43,410	45,282	46,114	47,029	50,835

**21-A T**

<b>Hour</b>	16.97	17.70	18.44	19.33	20.17	21.12	22.02	22.33	22.92	24.74
<b>Annual</b>	35,298	36,816	38,355	40,206	41,954	43,930	45,802	46,446	47,674	51,459

**22 T**

<b>Hour</b>	17.13	17.83	18.68	19.47	20.39	21.22	22.18	22.61	23.12	25.07
<b>Annual</b>	35,630	37,086	38,854	40,498	42,411	44,138	46,134	47,029	48,090	52,146

**22-A T**

<b>Hour</b>	17.24	17.94	18.78	19.64	20.72	21.54	22.49	22.94	23.44	25.40
<b>Annual</b>	35,859	37,315	39,062	40,851	43,098	44,803	46,779	47,715	48,755	52,832

**23 T**

<b>Hour</b>	17.32	18.15	18.90	19.79	20.84	21.73	22.62	23.12	23.74	25.76
<b>Annual</b>	36,026	37,752	39,312	41,163	43,347	45,198	47,050	48,090	49,379	53,581

**23-A T**

<b>Hour</b>	17.48	18.28	19.10	19.93	21.07	21.88	22.94	23.44	24.10	26.12
<b>Annual</b>	36,358	38,022	39,728	41,454	43,826	45,510	47,715	48,755	50,128	54,330

**24 T**

<b>Hour</b>	17.69	18.44	19.29	20.15	21.28	22.18	23.14	23.74	24.45	26.57
<b>Annual</b>	36,795	38,355	40,123	41,912	44,262	46,134	48,131	49,379	50,856	55,266

**24-A T**

<b>Hour</b>	17.93	18.77	19.59	20.45	21.54	22.49	23.47	24.10	24.77	26.91
<b>Annual</b>	37,294	39,042	40,747	42,536	44,803	46,779	48,818	50,128	51,522	55,973

**25 T**

<b>Hour</b>	18.28	19.08	19.92	20.84	21.74	22.67	23.75	24.45	25.22	27.31
<b>Annual</b>	38,022	39,686	41,434	43,347	45,219	47,154	49,400	50,856	52,458	56,805

**26 T**

<i>Hour</i>	18.48	19.41	20.49	21.38	22.49	23.46	24.60	25.24	25.98	28.24
<i>Annual</i>	38,438	40,373	42,619	44,470	46,779	48,797	51,168	52,499	54,038	58,739

**27 T**

<i>Hour</i>	18.82	19.83	20.92	22.04	23.12	24.18	25.25	25.98	26.89	29.07
<i>Annual</i>	39,146	41,246	43,514	45,843	48,090	50,294	52,520	54,038	55,931	60,466

**28 T**

<i>Hour</i>					23.82	24.94	25.99	26.89	27.76	30.09
<i>Annual</i>					49,546	51,875	54,059	55,931	57,741	62,587

**28-A T**

<i>Hour</i>					24.18	25.25	26.41	27.25	28.44	30.90
<i>Annual</i>					50,294	52,520	54,933	56,680	59,155	64,272

**29 T**

<i>Hour</i>					24.65	25.72	26.94	27.76	28.76	30.98
<i>Annual</i>					51,272	53,498	56,035	57,741	59,821	64,438

**29-A T**

<i>Hour</i>					24.95	26.06	27.38	28.13	29.28	31.63
<i>Annual</i>					51,896	54,205	56,950	58,510	60,902	65,790

**30 T**

<i>Hour</i>					25.42	26.67	27.94	28.76	29.66	32.13
<i>Annual</i>					52,874	55,474	58,115	59,821	61,693	66,830

**30-A T**

<i>Hour</i>					25.72	26.94	28.31	29.28	30.29	32.66
<i>Annual</i>					53,498	56,035	58,885	60,902	63,003	67,933

**31 T**

<i>Hour</i>					26.31	27.53	28.91	29.66	30.82	33.13
<i>Annual</i>					54,725	57,262	60,133	61,693	64,106	68,910

**32 T**

<i>Hour</i>					27.22	28.54	30.03	30.82	31.80	34.07
<i>Annual</i>					56,618	59,363	62,462	64,106	66,144	70,866

**32-A T**

<i>Hour</i>	27.76	29.16	30.55	31.34	32.34	34.70
<i>Annual</i>	57,741	60,653	63,544	65,187	67,267	72,176

**33 T**

<i>Hour</i>	28.76	29.70	30.77	31.98	33.20	35.68
<i>Annual</i>	59,821	61,776	64,002	66,518	69,056	74,214

**HOURLY RATES: SCHEDULE E**  
**AFSCME, Local 475**  
**Effective January 13, 2019 - bargaining unit members hired after August 5, 2013**  
**If Performance-Based Criteria NOT Met**

<i>RANGE</i>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<i>15 T</i>										
<i>Hour</i>	13.77	14.36	15.03	15.68	16.39	17.06	17.79	18.12	18.39	19.93
<i>Annual</i>	28,642	29,869	31,262	32,614	34,091	35,485	37,003	37,690	38,251	41,454
<i>16 T</i>										
<i>Hour</i>	14.00	14.63	15.24	15.96	16.63	17.45	18.14	18.39	18.72	20.19
<i>Annual</i>	29,120	30,430	31,699	33,197	34,590	36,296	37,731	38,251	38,938	41,995
<i>17 T</i>										
<i>Hour</i>	14.23	14.85	15.50	16.17	16.92	17.70	18.44	18.72	18.98	20.43
<i>Annual</i>	29,598	30,888	32,240	33,634	35,194	36,816	38,355	38,938	39,478	42,494
<i>18 T</i>										
<i>Hour</i>	14.56	15.12	15.88	16.49	17.24	17.98	18.73	18.98	19.24	20.78
<i>Annual</i>	30,285	31,450	33,030	34,299	35,859	37,398	38,958	39,478	40,019	43,222
<i>18-A T</i>										
<i>Hour</i>	14.66	15.22	15.95	16.59	17.35	18.10	18.83	19.10	19.40	20.96
<i>Annual</i>	30,493	31,658	33,176	34,507	36,088	37,648	39,166	39,728	40,352	43,597
<i>19 T</i>										
<i>Hour</i>	14.70	15.40	16.03	16.74	17.48	18.16	19.01	19.24	19.58	21.17
<i>Annual</i>	30,576	32,032	33,342	34,819	36,358	37,773	39,541	40,019	40,726	44,034
<i>19-A T</i>										
<i>Hour</i>	14.77	15.48	16.12	16.89	17.63	18.37	19.13	19.40	19.74	21.34
<i>Annual</i>	30,722	32,198	33,530	35,131	36,670	38,210	39,790	40,352	41,059	44,387
<i>20 T</i>										
<i>Hour</i>	14.95	15.58	16.26	16.99	17.77	18.46	19.28	19.59	19.97	21.58
<i>Annual</i>	31,096	32,406	33,821	35,339	36,962	38,397	40,102	40,747	41,538	44,886
<i>20-A T</i>										
<i>Hour</i>	15.03	15.68	16.39	17.09	17.86	18.71	19.43	19.82	20.12	21.83
<i>Annual</i>	31,262	32,614	34,091	35,547	37,149	38,917	40,414	41,226	41,850	45,406

**21 T**

<b>Hour</b>	15.18	15.89	16.54	17.33	18.06	18.80	19.62	19.97	20.37	22.04
<b>Annual</b>	31,574	33,051	34,403	36,046	37,565	39,104	40,810	41,538	42,370	45,843

**21-A T**

<b>Hour</b>	15.29	15.96	16.60	17.42	18.18	19.02	19.85	20.12	20.64	22.31
<b>Annual</b>	31,803	33,197	34,528	36,234	37,814	39,562	41,288	41,850	42,931	46,405

**22 T**

<b>Hour</b>	15.43	16.06	16.84	17.54	18.37	19.11	19.98	20.37	20.84	22.60
<b>Annual</b>	32,094	33,405	35,027	36,483	38,210	39,749	41,558	42,370	43,347	47,008

**22-A T**

<b>Hour</b>	15.53	16.16	16.92	17.69	18.67	19.40	20.25	20.66	21.12	22.90
<b>Annual</b>	32,302	33,613	35,194	36,795	38,834	40,352	42,120	42,973	43,930	47,632

**23 T**

<b>Hour</b>	15.60	16.35	17.03	17.82	18.77	19.58	20.38	20.84	21.39	23.22
<b>Annual</b>	32,448	34,008	35,422	37,066	39,042	40,726	42,390	43,347	44,491	48,298

**23-A T**

<b>Hour</b>	15.76	16.46	17.22	17.95	18.98	19.71	20.66	21.12	21.70	23.56
<b>Annual</b>	32,781	34,237	35,818	37,336	39,478	40,997	42,973	43,930	45,136	49,005

**24 T**

<b>Hour</b>	15.95	16.60	17.38	18.16	19.17	19.98	20.86	21.39	22.02	23.95
<b>Annual</b>	33,176	34,528	36,150	37,773	39,874	41,558	43,389	44,491	45,802	49,816

**24-A T**

<b>Hour</b>	16.15	16.91	17.64	18.43	19.40	20.25	21.14	21.70	22.32	24.26
<b>Annual</b>	33,592	35,173	36,691	38,334	40,352	42,120	43,971	45,136	46,426	50,461

**25 T**

<b>Hour</b>	16.46	17.19	17.94	18.77	19.59	20.42	21.40	22.02	22.71	24.62
<b>Annual</b>	34,237	35,755	37,315	39,042	40,747	42,474	44,512	45,802	47,237	51,210

**26 T**

<b>Hour</b>	16.64	17.49	18.46	19.25	20.25	21.14	22.15	22.73	23.40	25.45
<b>Annual</b>	34,611	36,379	38,397	40,040	42,120	43,971	46,072	47,278	48,672	52,936

**27 T**

<b>Hour</b>	16.96	17.86	18.84	19.86	20.84	21.78	22.74	23.40	24.22	26.21
<b>Annual</b>	35,277	37,149	39,187	41,309	43,347	45,302	47,299	48,672	50,378	54,517

**28 T**

<b>Hour</b>					21.46	22.46	23.41	24.22	25.01	27.13
<b>Annual</b>					44,637	46,717	48,693	50,378	52,021	56,430

**28-A T**

<b>Hour</b>					21.78	22.74	23.79	24.55	25.62	27.85
<b>Annual</b>					45,302	47,299	49,483	51,064	53,290	57,928

**29 T**

<b>Hour</b>					22.21	23.17	24.27	25.01	25.90	27.92
<b>Annual</b>					46,197	48,194	50,482	52,021	53,872	58,074

**29-A T**

<b>Hour</b>					22.47	23.47	24.66	25.33	26.37	28.50
<b>Annual</b>					46,738	48,818	51,293	52,686	54,850	59,280

**30 T**

<b>Hour</b>					22.90	24.02	25.17	25.90	26.71	28.96
<b>Annual</b>					47,632	49,962	52,354	53,872	55,557	60,237

**30-A T**

<b>Hour</b>					23.17	24.27	25.50	26.37	27.27	29.44
<b>Annual</b>					48,194	50,482	53,040	54,850	56,722	61,235

**31 T**

<b>Hour</b>					23.70	24.79	26.04	26.71	27.76	29.85
<b>Annual</b>					49,296	51,563	54,163	55,557	57,741	62,088

**32 T**

<b>Hour</b>					24.52	25.70	27.06	27.76	28.63	30.71
<b>Annual</b>					51,002	53,456	56,285	57,741	59,550	63,877

**32-A T**

<b>Hour</b>					25.01	26.26	27.52	28.23	29.13	31.27
<b>Annual</b>					52,021	54,621	57,242	58,718	60,590	65,042

*33 T*

<i>Hour</i>	25.90	26.75	27.71	28.80	29.89	32.15
<i>Annual</i>	53,872	55,640	57,637	59,904	62,171	66,872

**HOURLY RATES: SCHEDULE E**  
**AFSCME, Local 475**  
**Effective January 13, 2019 - bargaining unit members hired before August 5, 2013**  
**If Performance-Based Criteria Met**

<i>RANGE</i>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<i>15 T</i>										
<i>Hour</i>	15.40	16.05	16.80	17.52	18.32	19.07	19.88	20.27	20.56	22.26
<i>Annual</i>	32,032	33,384	34,944	36,442	38,106	39,666	41,350	42,162	42,765	46,301
<i>16 T</i>										
<i>Hour</i>	15.65	16.36	17.04	17.83	18.60	19.52	20.28	20.56	20.93	22.55
<i>Annual</i>	32,552	34,029	35,443	37,086	38,688	40,602	42,182	42,765	43,534	46,904
<i>17 T</i>										
<i>Hour</i>	15.91	16.60	17.33	18.09	18.92	19.79	20.61	20.93	21.22	22.83
<i>Annual</i>	33,093	34,528	36,046	37,627	39,354	41,163	42,869	43,534	44,138	47,486
<i>18 T</i>										
<i>Hour</i>	16.27	16.91	17.75	18.44	19.26	20.11	20.94	21.22	21.53	23.22
<i>Annual</i>	33,842	35,173	36,920	38,355	40,061	41,829	43,555	44,138	44,782	48,298
<i>18-A T</i>										
<i>Hour</i>	16.38	17.02	17.82	18.55	19.40	20.25	21.05	21.37	21.70	23.41
<i>Annual</i>	34,070	35,402	37,066	38,584	40,352	42,120	43,784	44,450	45,136	48,693
<i>19 T</i>										
<i>Hour</i>	16.43	17.21	17.92	18.72	19.55	20.30	21.26	21.53	21.89	23.66
<i>Annual</i>	34,174	35,797	37,274	38,938	40,664	42,224	44,221	44,782	45,531	49,213
<i>19-A T</i>										
<i>Hour</i>	16.51	17.30	18.03	18.87	19.72	20.53	21.40	21.70	22.08	23.85
<i>Annual</i>	34,341	35,984	37,502	39,250	41,018	42,702	44,512	45,136	45,926	49,608
<i>20 T</i>										
<i>Hour</i>	16.72	17.42	18.18	19.00	19.86	20.65	21.56	21.90	22.33	24.11
<i>Annual</i>	34,778	36,234	37,814	39,520	41,309	42,952	44,845	45,552	46,446	50,149



**20-A T**

<i>Hour</i>	16.80	17.52	18.32	19.11	19.98	20.92	21.73	22.16	22.49	24.40
<i>Annual</i>	34,944	36,442	38,106	39,749	41,558	43,514	45,198	46,093	46,779	50,752

**21 T**

<i>Hour</i>	16.97	17.76	18.50	19.37	20.20	21.02	21.93	22.33	22.78	24.62
<i>Annual</i>	35,298	36,941	38,480	40,290	42,016	43,722	45,614	46,446	47,382	51,210

**21-A T**

<i>Hour</i>	17.09	17.83	18.57	19.48	20.32	21.27	22.19	22.49	23.09	24.93
<i>Annual</i>	35,547	37,086	38,626	40,518	42,266	44,242	46,155	46,779	48,027	51,854

**22 T**

<i>Hour</i>	17.26	17.97	18.82	19.62	20.54	21.38	22.34	22.78	23.29	25.25
<i>Annual</i>	35,901	37,378	39,146	40,810	42,723	44,470	46,467	47,382	48,443	52,520

**22-A T**

<i>Hour</i>	17.37	18.08	18.92	19.78	20.88	21.70	22.65	23.11	23.62	25.59
<i>Annual</i>	36,130	37,606	39,354	41,142	43,430	45,136	47,112	48,069	49,130	53,227

**23 T**

<i>Hour</i>	17.45	18.28	19.04	19.93	20.99	21.89	22.79	23.29	23.91	25.95
<i>Annual</i>	36,296	38,022	39,603	41,454	43,659	45,531	47,403	48,443	49,733	53,976

**23-A T**

<i>Hour</i>	17.61	18.41	19.24	20.08	21.22	22.05	23.11	23.62	24.28	26.32
<i>Annual</i>	36,629	38,293	40,019	41,766	44,138	45,864	48,069	49,130	50,502	54,746

**24 T**

<i>Hour</i>	17.82	18.57	19.44	20.30	21.44	22.34	23.31	23.91	24.63	26.77
<i>Annual</i>	37,066	38,626	40,435	42,224	44,595	46,467	48,485	49,733	51,230	55,682

**24-A T**

<i>Hour</i>	18.07	18.91	19.73	20.60	21.70	22.65	23.65	24.28	24.96	27.11
<i>Annual</i>	37,586	39,333	41,038	42,848	45,136	47,112	49,192	50,502	51,917	56,389

**25 T**

<i>Hour</i>	18.41	19.22	20.07	20.99	21.90	22.84	23.92	24.63	25.41	27.52
<i>Annual</i>	38,293	39,978	41,746	43,659	45,552	47,507	49,754	51,230	52,853	57,242

**26 T**

<i>Hour</i>	18.62	19.56	20.65	21.54	22.65	23.64	24.79	25.43	26.18	28.45
<i>Annual</i>	38,730	40,685	42,952	44,803	47,112	49,171	51,563	52,894	54,454	59,176

**27 T**

<i>Hour</i>	18.96	19.98	21.07	22.21	23.29	24.36	25.44	26.18	27.09	29.28
<i>Annual</i>	39,437	41,558	43,826	46,197	48,443	50,669	52,915	54,454	56,347	60,902

**28 T**

<i>Hour</i>					23.99	25.12	26.19	27.09	27.96	30.32
<i>Annual</i>					49,899	52,250	54,475	56,347	58,157	63,066

**28-A T**

<i>Hour</i>					24.36	25.44	26.60	27.46	28.65	31.13
<i>Annual</i>					50,669	52,915	55,328	57,117	59,592	64,750

**29 T**

<i>Hour</i>					24.84	25.91	27.14	27.96	28.98	31.21
<i>Annual</i>					51,667	53,893	56,451	58,157	60,278	64,917

**29-A T**

<i>Hour</i>					25.13	26.26	27.59	28.34	29.50	31.86
<i>Annual</i>					52,270	54,621	57,387	58,947	61,360	66,269

**30 T**

<i>Hour</i>					25.61	26.87	28.15	28.98	29.88	32.37
<i>Annual</i>					53,269	55,890	58,552	60,278	62,150	67,330

**30-A T**

<i>Hour</i>					25.91	27.14	28.52	29.50	30.51	32.91
<i>Annual</i>					53,893	56,451	59,322	61,360	63,461	68,453

**31 T**

<i>Hour</i>					26.50	27.74	29.12	29.88	31.05	33.37
<i>Annual</i>					55,120	57,699	60,570	62,150	64,584	69,410

**32 T**

<i>Hour</i>					27.43	28.75	30.26	31.05	32.03	34.33
<i>Annual</i>					57,054	59,800	62,941	64,584	66,622	71,406

**32-A T**

<i>Hour</i>	27.96	29.37	30.77	31.58	32.58	34.96
<i>Annual</i>	58,157	61,090	64,002	65,686	67,766	72,717

**33 T**

<i>Hour</i>	28.98	29.92	31.00	32.22	33.44	35.94
<i>Annual</i>	60,278	62,234	64,480	67,018	69,555	74,755

**HOURLY RATES: SCHEDULE E**  
**AFSCME, Local 475**  
**Effective January 13, 2019 - bargaining unit members hired after August 5, 2013**  
**If Performance-Based Criteria Met**

<i>RANGE</i>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<i>15 T</i>										
<i>Hour</i>	13.88	14.46	15.14	15.79	16.51	17.18	17.92	18.26	18.52	20.08
<i>Annual</i>	28,870	30,077	31,491	32,843	34,341	35,734	37,274	37,981	38,522	41,766
<i>16 T</i>										
<i>Hour</i>	14.11	14.74	15.36	16.08	16.76	17.58	18.27	18.52	18.86	20.34
<i>Annual</i>	29,349	30,659	31,949	33,446	34,861	36,566	38,002	38,522	39,229	42,307
<i>17 T</i>										
<i>Hour</i>	14.33	14.96	15.61	16.29	17.04	17.83	18.57	18.86	19.12	20.58
<i>Annual</i>	29,806	31,117	32,469	33,883	35,443	37,086	38,626	39,229	39,770	42,806
<i>18 T</i>										
<i>Hour</i>	14.67	15.24	16.00	16.62	17.37	18.12	18.87	19.12	19.39	20.94
<i>Annual</i>	30,514	31,699	33,280	34,570	36,130	37,690	39,250	39,770	40,331	43,555
<i>18-A T</i>										
<i>Hour</i>	14.77	15.34	16.07	16.72	17.48	18.24	18.97	19.24	19.55	21.11
<i>Annual</i>	30,722	31,907	33,426	34,778	36,358	37,939	39,458	40,019	40,664	43,909
<i>19 T</i>										
<i>Hour</i>	14.81	15.52	16.15	16.87	17.61	18.29	19.15	19.39	19.72	21.33
<i>Annual</i>	30,805	32,282	33,592	35,090	36,629	38,043	39,832	40,331	41,018	44,366
<i>19-A T</i>										
<i>Hour</i>	14.88	15.59	16.24	17.01	17.76	18.50	19.27	19.55	19.88	21.50
<i>Annual</i>	30,950	32,427	33,779	35,381	36,941	38,480	40,082	40,664	41,350	44,720
<i>20 T</i>										
<i>Hour</i>	15.06	15.69	16.38	17.11	17.90	18.59	19.43	19.73	20.12	21.74
<i>Annual</i>	31,325	32,635	34,070	35,589	37,232	38,667	40,414	41,038	41,850	45,219
<i>20-A T</i>										
<i>Hour</i>	15.14	15.79	16.51	17.21	18.00	18.85	19.58	19.97	20.27	22.00
<i>Annual</i>	31,491	32,843	34,341	35,797	37,440	39,208	40,726	41,538	42,162	45,760

**21 T**

<b>Hour</b>	15.30	16.01	16.67	17.46	18.20	18.94	19.76	20.12	20.52	22.21
<b>Annual</b>	31,824	33,301	34,674	36,317	37,856	39,395	41,101	41,850	42,682	46,197

**21-A T**

<b>Hour</b>	15.41	16.08	16.73	17.55	18.31	19.16	20.00	20.27	20.80	22.47
<b>Annual</b>	32,053	33,446	34,798	36,504	38,085	39,853	41,600	42,162	43,264	46,738

**22 T**

<b>Hour</b>	15.55	16.18	16.96	17.67	18.50	19.25	20.13	20.52	20.99	22.77
<b>Annual</b>	32,344	33,654	35,277	36,754	38,480	40,040	41,870	42,682	43,659	47,362

**22-A T**

<b>Hour</b>	15.64	16.28	17.04	17.82	18.81	19.55	20.40	20.82	21.27	23.07
<b>Annual</b>	32,531	33,862	35,443	37,066	39,125	40,664	42,432	43,306	44,242	47,986

**23 T**

<b>Hour</b>	15.71	16.47	17.15	17.96	18.91	19.72	20.53	20.99	21.55	23.40
<b>Annual</b>	32,677	34,258	35,672	37,357	39,333	41,018	42,702	43,659	44,824	48,672

**23-A T**

<b>Hour</b>	15.87	16.59	17.35	18.09	19.12	19.85	20.82	21.27	21.86	23.73
<b>Annual</b>	33,010	34,507	36,088	37,627	39,770	41,288	43,306	44,242	45,469	49,358

**24 T**

<b>Hour</b>	16.07	16.73	17.51	18.29	19.32	20.13	21.01	21.55	22.19	24.13
<b>Annual</b>	33,426	34,798	36,421	38,043	40,186	41,870	43,701	44,824	46,155	50,190

**24-A T**

<b>Hour</b>	16.27	17.03	17.77	18.56	19.55	20.40	21.29	21.86	22.48	24.44
<b>Annual</b>	33,842	35,422	36,962	38,605	40,664	42,432	44,283	45,469	46,758	50,835

**25 T**

<b>Hour</b>	16.59	17.32	18.08	18.91	19.73	20.57	21.56	22.19	22.88	24.81
<b>Annual</b>	34,507	36,026	37,606	39,333	41,038	42,786	44,845	46,155	47,590	51,605

**26 T**

<b>Hour</b>	16.77	17.62	18.59	19.40	20.40	21.29	22.32	22.90	23.58	25.64
<b>Annual</b>	34,882	36,650	38,667	40,352	42,432	44,283	46,426	47,632	49,046	53,331

**27 T**

<b>Hour</b>	17.08	18.00	18.98	20.01	20.99	21.94	22.91	23.58	24.40	26.40
<b>Annual</b>	35,526	37,440	39,478	41,621	43,659	45,635	47,653	49,046	50,752	54,912

**28 T**

<b>Hour</b>					21.62	22.62	23.59	24.40	25.19	27.33
<b>Annual</b>					44,970	47,050	49,067	50,752	52,395	56,846

**28-A T**

<b>Hour</b>					21.94	22.91	23.96	24.74	25.81	28.05
<b>Annual</b>					45,635	47,653	49,837	51,459	53,685	58,344

**29 T**

<b>Hour</b>					22.37	23.35	24.45	25.19	26.10	28.13
<b>Annual</b>					46,530	48,568	50,856	52,395	54,288	58,510

**29-A T**

<b>Hour</b>					22.63	23.65	24.85	25.52	26.56	28.71
<b>Annual</b>					47,070	49,192	51,688	53,082	55,245	59,717

**30 T**

<b>Hour</b>					23.07	24.20	25.35	26.10	26.91	29.17
<b>Annual</b>					47,986	50,336	52,728	54,288	55,973	60,674

**30-A T**

<b>Hour</b>					23.35	24.45	25.69	26.56	27.48	29.66
<b>Annual</b>					48,568	50,856	53,435	55,245	57,158	61,693

**31 T**

<b>Hour</b>					23.87	24.98	26.24	26.91	27.96	30.07
<b>Annual</b>					49,650	51,958	54,579	55,973	58,157	62,546

**32 T**

<b>Hour</b>					24.71	25.89	27.26	27.96	28.85	30.94
<b>Annual</b>					51,397	53,851	56,701	58,157	60,008	64,355

**32-A T**

<b>Hour</b>					25.19	26.45	27.73	28.44	29.34	31.51
<b>Annual</b>					52,395	55,016	57,678	59,155	61,027	65,541

*33 T*

*Hour*

26.10    26.95    27.91    29.02    30.12    32.39

*Annual*

54,288    56,056    58,053    60,362    62,650    67,371

## ADDENDUM 2

### RATIO TABLE FOR VACATION ELIGIBILITY IN YEAR OF SEPARATION

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



### **ADDENDUM 3**

#### SECOND ADDENDUM

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

November 1, 1989 - October 31, 1992

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

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

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

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

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

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

#### FLEET MAINTENANCE

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

Neil Myers  
Dennis Moffett  
Stephen Ormsby  
Leroy Reed  
Stephen Yeary

#### SANITATION

Stanley Bengé  
Kenneth Coffey  
Robert Leibrock  
Randall Owens

Russell Owens  
Theodore Smallwood  
Bobby Woods

#### SEWER

Jack Bowling  
Walter Seward

Robert Sutton  
Edwin Swope

STREET

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

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

PARKS AND RECREATION

Vera Cook  
Ted Davis  
Larry Pelfrey

Paul Rowland  
Tom Savelli  
Lester Scalf

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

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

**FOR AFSCME LOCAL 475**

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

s/ Henry L. Bowling  
Henry Bowling, President

s/ Ed Swope  
Ed Swope

s/ Bob Sutton  
Bob Sutton

s/ Stephen W. Yeary

s/ Russell Abbott

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

**FOR CITY OF HAMILTON**

s/ Hal Shepherd  
Hal Shepherd, City Manager

s/ Mike Samoviski  
Mike Samoviski, Public Works Director

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

s/ Bill Phelps  
Bill Phelps, Director of Parks

ATTACHMENT NO.1

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

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

## **ADDENDUM 4**

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

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

Whereas, the Parties agreed in that CBA to implement a lower tier wage scale for all employees hired after August 5, 2013;

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

The following employees shall be exempt from the lower wage scale and remain on the higher wage scale for as long they are an employee with the City of Hamilton:

Travis Abrams	Fred Lakes
Tyler Babb	Ryan Lindsey
Arnold Baker	Stewart MacKenzie
William Baver	Colt Mann
Christopher Bowling	William Martin
Duane Byrd	Robert Masters
Ken Calihan	Steve Maxwell
Jeffrey Clark	Woodrow McQuitty
Clinton Cole	David Meiner
Willie Coleman	Christopher Miller
Alan Eickelberger	Ryan Mullins
John Eickelberger	Neil Myers
Justin Falk	Eric Novak
Michael Fathergill	John Novak
Joseph Foreman	Bret Noonan
Gary Gross	Chris Nusky
Alfred Hayes	Karl Poffinbarger
Christopher Haynes	Justin Schultheiss
Eddie Hobson	Robert Spurlock
Michael Hoefker	Darrell Taggart
Michael Irving	Denny Turman
	Eddie Welch

Employees listed above shall have the ability to leave the bargaining unit for another position within the City. If that employee decides to return to the bargaining unit at any time, said employee shall remain on the higher wage scale as long as there is no break in service from the City.

In the event of any increases in the future, both wage scales shall be increased by the exact same relative amount. Each scale shall move simultaneously.

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

**For AFSCME, Local 475:**

/s/ Michael Hoefker  
Michael Hoefker, President

/s/ Rebecca Frankenhoff  
Rebecca Frankenhoff, Staff Representative

**For the City of Hamilton:**

/s/ Jim Logan  
Jim Logan, Public Utilities Director

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

Approved as to Form:

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

## **ADDENDUM 5**

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

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

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

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

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

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

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

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

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

**For AFSCME, Local 475:**

/s/ Michael Hoefker  
Michael Hoefker, President

/s/ Rebecca Frankenhoff  
Rebecca Frakenhoff, Staff Representative

**For the City of Hamilton:**

/s/Jim Logan  
Jim Logan, Public Utilities Director

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

Approved as to Form:

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