NEGOTIATED AGREEMENT

BY AND BETWEEN

THE CITY OF HAMILTON, OHIO

AND

LOCAL 475

OHIO COUNCIL 8
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES
AFL-CIO

Effective
Date of Execution through January 14, 2015

TABLE OF CONTENTS

ARTICLE 1	RECOGNITION	1
ARTICLE 2	RIGHTS AND LIMITATIONS	1
ARTICLE 3	NONDISCRIMINATION	2
ARTICLE 4	REPRESENTATIVES	2
ARTICLE 5	EMPLOYEES' AND MANAGEMENT OBLIGATION	3
ARTICLE 6	DUES DEDUCTION	3
ARTICLE 7	GRIEVANCE PROCEDURE	4
ARTICLE 8	FILLING OF VACANCIES	8
ARTICLE 9	LEAVES OF ABSENCE	10
	SECTION 3. UNION BUSINESS LEAVE	10
	SECTION 8. INJURY LEAVE WITH PAY (I.L.W.P.). (EFFECTIVE AS TO INJURIES OCCURRING ON OR AFTER 1/15/2006)	11
ARTICLE 10	HOURS OF WORK, OVERTIME, PREMIUM RATES	13
ARTICLE 11	CALL-IN PAY	16
ARTICLE 12	GENERAL PROVISIONS	18
ARTICLE 13	SICK LEAVE	22
ARTICLE 14	FUNERAL LEAVE	24
ARTICLE 15	HOLIDAYS	25
ARTICLE 16	VACATIONS	27
ARTICLE 17	HOSPITALIZATION SURGICAL-MEDICAL LIFE INSURANCE	29
ARTICLE 18	ATTENDANCE INCENTIVE	31
ARTICLE 19	TOOL ALLOWANCE	32
ARTICLE 20	CLOTHING ALLOWANCE	33
ARTICLE 21	LONGEVITY PROGRAM	33
ARTICLE 22	RETIREMENT CONTRIBUTION PICK-UP SALARY REDUCTION METHOD	34
ARTICLE 23	LAYOFF AND RECALL PROCEDURE	35

ARTICLE 24 LABOR-MANAGEMENT RELATIONS MEETINGS 36
ARTICLE 25 SAVINGS CLAUSE 37
ARTICLE 26 AGREEMENT TERMS ALL INCLUSIVE 37
ARTICLE 27 CERTIFIED AUTOMOTIVE TECHNICIAN CLASSES 37
ARTICLE 28 CDL SUPPORT 39
ARTICLE 29 ATTENDANCE POLICY 39
ARTICLE 30 RATE/CLASS ADJUSTMENTS 41
ARTICLE 31 PEOPLE CHECKOFF 42
ARTICLE 32 DURATION OF AGREEMENT 42
SCHEDULE E 45

This Agreement dated this 5th day of August, 2013, 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 the Division of Parks and Recreation 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. The Parties also agreed that, in the event that City re-enters the business of collecting refuse, then the positions involved in that work 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:

a) 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;

b) to direct, supervise, schedule, evaluate, hire, discipline, suspend, demote, discharge, reprimand, layoff, transfer, promote, or retain employees except as modified by this contract;

c) to maintain and improve the efficiency and effectiveness of the City's operations;

d) to determine the overall methods, process, means, or personnel, internal and external, by which the City's operations are to be conducted;

e) to make, amend, and enforce work rules, regulations, standard operating policies, and procedures;

f) to determine the overall mission of the City as a unit of government including the individuals served by the City and the services provided;

g) to effectively manage the work force; and

h) 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 fee 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 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 has a grievance he shall present the matter verbally to his/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/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 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 3pm on the 7th 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.

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, 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 shall submit his written determination within fifteen (15) working days.

Should the grievance be yet unresolved, 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 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.

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/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 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 shall submit his 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 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 hire.

Section 2. An employee who is unsuccessful in his probationary period for reasons of incompetence in the new assignment will be restored to his previous classification and he will receive the rate of pay he would have received had he 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 year of the date of his/her resignation. Reinstatements are the prerogative of the Municipality. Reinstatements will not be approved if a permanent layoff list exists in the classification.

Section 5. An employee wishing to transfer within his classification from one department to another may request a transfer in writing through the Personnel Department. Transfers must be approved by each of the departments involved and must be in accordance with the Civil Service Rules 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/she held as a permanent appointment prior to a transfer to another department or bargaining unit may request a transfer in writing through the 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/she left.

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

Section 8. n 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 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/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/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 calendar year of retirement date, shall receive pay for accrued sick leave (Article 13, Section 5) at his/her rate in effect at the commencement of the union business leave.

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

Section 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 policy 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' when the employee has accrued leave with pay as vacation or floating holiday leave credits; nor will leave without pay be granted for reasons stipulated in Article 13, Section 2, when the employee has accrued leave with pay 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/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. 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 (3rd) 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 the physician's statement 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 routine 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/her job, 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 either by the employee's physician or a physician of the employer's choice, 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. In the event that the employee's physician and a physician appointed by the City do not agree as to the permanent and total nature of disability, the employee shall be examined by a third physician selected by the mutual recommendation of the employee and employer physicians. The employer shall bear the cost of such an examination and the opinion of the third physician shall be determinative.

E. 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.

F. 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 Motor Transport, 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.

C. 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.

D. The normal work day schedule of the Parks Maintenance Division (Joyce Park) shall be 7:00 a.m. to 3:00 p.m. In those instances where operational needs dictate a change in an employee's schedule, the employee(s) shall receive three (3) days' advance notice of the pending schedule change.

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 within the regular eight (8) hour shift shall be provided employees.

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 Motor Transport, 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 his regularly scheduled work week.

   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 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 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. The Parks Division employees shall receive premium pay for overtime as outlined in Articles 10 and 11. 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 or seventh day worked provided said employee produces valid evidence to justify his 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 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/her return to work or availability for overtime, have his/her overtime status adjusted to reflect overtime hours he/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 be eligible for overtime.

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 day in a classification of a higher grade, he/she will be paid a minimum of one step higher or at the rate of the first step in the class range to which he/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 work. 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/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/her regularly scheduled work hours but for the taking of compensatory leave, the employee shall only be compensated at his/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/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. Overtime worked during the month of December will be banked for the following calendar year or will be compensated by cash payment. 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. 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/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 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 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 section when his regular shift begins two (2) hours or less from the time he is to report to work. In such instances, he will receive the appropriate overtime rate for only such time worked as occurs before his 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, he shall be charged with the available hours and his 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 10:00 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 10:00 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 10:00 p.m. may have the option to count the hours of pay earned up to eight (8) hours between 10:00 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 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 35 minutes of the call. In the event that an employee is unable to meet that call-in response requirement, he/she shall inform his 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/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.

The Municipality will provide employees of the Parks and Recreation Division responsible for the task of trash disposal from fifty-five (55) gallon containers such equipment so as to facilitate the lifting and/or dumping of these waste containers (e.g. a refuse packer vehicle or truck with a power lift mechanism.)

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

Section 3. 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 4. 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 5. 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 6. A paid personal wash-up period of fifteen (15) minutes shall be provided at or near the end of the employee's regular shift.

Section 7. No employee shall report to work under the influence of nor have in his/her possession nor consume any alcoholic beverage or controlled substance (unless by medical prescription) during duty hours.

Section 8. 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 in accordance with City Policy.

Section 9. 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 10. Efficiency rating forms, when completed, will be discussed with the employee and he/she is required to sign it as evidence of the fact that he/she has seen it. The signature does not necessarily mean that the employee is satisfied with the rating.

Section 11. Notices of Civil Service examinations for classes within the scope of the Bargaining Unit and for open examinations for classes not represented by the Union shall be posted on bulletin boards in work areas within the jurisdiction of Local 475, A.F.S.C.M.E.

The Director of Civil Service and Personnel shall forward notice of meetings of the Hamilton Civil Service Commission and, upon request, copies of the approved minutes of Commission meetings or hearings.

Said notices shall be forwarded to a designated officer or official of Local 475 (A.F.S.C.M.E.) who shall provide timely notification of any change in mailing address to which meeting notices or minutes are to be sent.

Local 475 (A.F.S.C.M.E.) shall advise the Director of Civil Service and Personnel as to any change in the Union officer or official designated to receive said notices and approved minutes.

Section 12. 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; to relieve in emergency involving potential hazard to an employee; to 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 13. 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 14. Disciplinary Procedures. Employee Records.

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/her department head and Appointing Authority, unless the employee specifically waives the right of hearing in writing. At the Departmental hearing the employee shall have the right to be represented by the Union 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. <u>Employee Records</u>

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

Records of any suspension received by an employee shall be purged from his or her personnel file two years from the date said suspension was received by the employee provided said employee incurs no additional discipline of the same nature during the two-year period.

Records of any verbal or written warning or of any suspension presently in an employee's personnel file as of January 15, 2006 shall likewise be purged providing the records meet the criteria for purging as set forth above.

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 15. 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.

Section 16. When the City places bids for trucks, through the state of Ohio and the bids include provisions for AM-FM radios, the radios will be retained provided there is no additional cost to the City.

Section 17. An annual incentive for physical fitness will be paid to persons who are able to perform the aerobic/running standards as shown: An award of one hundred dollars ($100.00) will be paid to an employee who can run one and one-half (1½) miles in 15:31 (fifteen minutes, thirty-one seconds) or less. Two hundred twenty-five dollars ($225.00) will be paid to an employee who can run one and one-half (1½) miles in less than 14:05 (fourteen minutes, five seconds). The awards shall not be cumulative, and the maximum total physical fitness incentive shall be $225.00 per employee.

The provisions of this Section 17 of Article 12 shall be suspended for the term of this Agreement if the physical fitness incentive available to non-union personnel is also suspended or revoked for the applicable calendar year.

ARTICLE 13 SICK LEAVE

Section 1. Employees shall earn one and one-quarter (1.25) 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 he/she 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 the first day of absence.

Leave available under the Family Medical Leave Act shall be used concurrently with any other form 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 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 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 this latter case, 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.

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

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

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

Employees absenting themselves from work under sick leave provisions are responsible for notifying management in advance of his or her scheduled shift start.

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/her return to active service.

A physician's statement will further be required for any sick leave absence after the employee has utilized eight (8) days or sixty-four (64) hours of sick leave without a physician's statement in any twelve (12) month period.

Section 4. The City will supplement an employee's regular sick leave by providing

compensation equal to one-half (½) his/her regular daily sick leave rate for a number of days corresponding to his/her sick leave accumulation existing at the time a disabling injury or illness caused his or her continued absence from work. Eligibility for extended benefits would be subject to the following provisions:

A. The employee must have fully utilized his/her regular sick leave accumulation.

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 1-1-95 and is eligible and retires shall be eligible to receive seventy-five percent (75%) of the value of his/her accumulated sick leave. An employee who was hired on/after 1-1-95, and is eligible and retires shall be eligible to receive fifty percent (50%) of the value of his/her 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.

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/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 purposes. If additional time is required, the employee will be permitted to use accrued vacation, holiday or comp 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
Martin Luther King Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday immediately following Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day

Employee's Birthday (Floating Holiday).
Five (5) Floating Holidays
(Personal Leave Holidays)

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.

Section 3. Double time the straight time hourly class rate shall be paid for all hours worked beyond eight (8) on said holidays.

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/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.

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/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 shall be eligible for vacation leave with pay in accordance with the following schedule:

Years' Continuous Service	Vacation Leave Allowance
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; 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 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) Prorata 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.

D. No vacation leave benefits will be paid to an employee upon separation which occurs as a result of dismissal or discharge action.

ARTICLE 17 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 85% of the total premium cost and the employees shall contribute at least 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.

B. 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.

C. 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.

D. A double indemnity provision for accidental death and an accidental dismemberment benefit will be provided.

E. The Municipality shall pay the total cost of the first ten thousand dollars' ($10,000) coverage. The employee will contribute by payroll deduction a maximum of fifteen cents ($0.15) per thousand per month for optional coverage in excess of $10,000.

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

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 5. In those instances in which the City employs both spouses of the family unit, the City will provide only one (1) family plan of coverage in accordance with the choice of the affected employees. However, if the employees fail to designate, the plan shall be applied to the spouse whose birthday occurs earlier in the calendar year.

ARTICLE 18 ATTENDANCE INCENTIVE

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

Attendance Achievement	2000 Sick Leave Hours as of 11/30	1500 Sick Leave Hours as of 11/30	1000 Sick Leave Hours as of 11/30	500 Sick Leave Hours as of 11/30	100 Sick Leave Hours as of 11/30
Perfect Attendance	$550	$450	$350	$250	$150
Not more than eight (8) hours of absence	$500	$400	$300	$200	$100
Greater than eight (8) but not more than six-teen (16) hours of absence	$475	$375	$275	$175	$75

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

The period for measuring such attendance record shall commence on the first day of

December each year and conclude November 30, the next succeeding year.

Eligibility for award benefits shall be based upon the total cumulative hours absent during the benefit year.

Newly employed and separating employees shall be eligible for a prorated benefit based upon one-twelfth (1/12) of the award, as merited by the employee's attendance for each service month. To receive credit for a service month, the employee shall have worked in that month.

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

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

The provisions of this Article 18 shall be suspended for the term of this Agreement if the attendance incentive available to non-union personnel is also suspended or revoked for the applicable 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.

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.

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 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. Within three (3) months following the execution of this Agreement, 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 $250 per calendar year for such footwear, provided the employees receive prior Management approval for purchases and submit receipts documenting the purchases.

After one year, a Labor Management Committee composed of equal numbers of labor and management employees will be convened to discuss this provision. If a consensus is derived on a modification to this section, steps will be taken to amend the contract accordingly. If a consensus cannot be reached, current contract language will prevail.

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 LONGEVITY PROGRAM

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

Years of Continuous Service	Longevity Pay
4 years through 8 years	$475.00
9 years through 14 years	$500.00
15 years through 19 years	$550.00
20 years through 24 years	$600.00
25 years and over	$650.00

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

Section 3. Payment for longevity will be made by separate check by or before the first pay period in December of each calendar year as a lump sum to employees on payroll status at that time.

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

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

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

The provisions of this Article 21 shall be suspended for the term of this Agreement if the longevity payments available to non-union personnel is also suspended or revoked for the applicable calendar year.

ARTICLE 22 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 23 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.

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.

Section 8. In the event of a tie among two 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 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 24 LABOR-MANAGEMENT RELATIONS MEETINGS

The Municipality and Union are agreed that periodic meetings on a bi-monthly basis be held to discuss problems of mutual interest. Such meetings will be conducted with the following provisions in mind:

A. An agenda of items to be discussed shall be prepared and submitted in advance of the meeting.

B. Matters contained on the agenda should be those that are unresolved following discussions with the employee's supervisor.

C. 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.

D. The conclusion(s) arrived at in such discussions will be reduced to writing and made available to the Parties.

ARTICLE 25 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 26 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 27 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/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 year from that date, the incumbent shall provide proof that he/she has attained two additional ASE certifications. Failure to provide such proof shall be cause to return incumbent to his/her prior pay range and class.

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

Individuals newly hired and employed into the class of Certified Automotive Technician after the signing date of this Agreement must have, and must maintain, the first four 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/she has attained the ASE certification of Master Mechanic.

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.

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

Individuals newly hired and employed into the class of Certified Master Technician after the signing date of this Agreement 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		Medium/Heavy Truck Test Series	
A8	Engine Performance	T2	Diesel Engines
A6	Electrical/Electronic Systems	T6	Electrical/Electronic Systems
A1	Engine Repair	T4	Brakes
A7	Heating & Air Conditioning	T3	Drive Train
A5	Brakes	T5	Suspension & Steering
A2	Automotive Transmission/Transaxle	T1	Gasoline Engines
A4	Suspension & Steering	T8	Preventive Maintenance Insp.
(PMI)		T7	Heating, Ventilation & AC
A3	Manual Drive Train & Axles		

Section 5. Certified Master Emergency Vehicle Technician

Upon the execution of this Agreement in 2009, there will be established the classification of Certified Master EVT. Such classification shall be established in pay range 30T. The City, in its sole discretion, will determine the number of Certified Master EVTs it shall require. In addition to other requirements as may be established by the City, qualification for promotion to the position of Certified Master Emergency Vehicle Technician will require that an employee has previously held the position of Certified Master Automotive Technician for at least one (1) full year, and that the employee has attained EVT Master Certification in either the Fire Apparatus Technician Certification track or Ambulance Technician Certification track programs.

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

ARTICLE 28 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 29 ATTENDANCE POLICY

Section 1. SICK LEAVE USAGE

Article 13 of this Agreement provides rules and regulations relative to sick leave use. Section 3 of this Article does contain specific comments concerning legitimate use of sick leave and the need to provide documentation under certain circumstances when absences of three 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 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 days of absence.

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

Whenever an employee has used, within any 12 month period, eight 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 absenting himself/herself 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 calls in before the start of his/her work shift. The second applies to an employee who has not called in before the start of the work shift as is required by existing policy:

A. 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/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 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-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.

B. 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:

Period Late	Time Docked
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 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-day period, even though he 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-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-month period, the employee will be considered for disciplinary action involving a minimum three-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-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 30 RATE/CLASS ADJUSTMENTS

Section 1. Wage Rates. 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 employed with the City on the date this Agreement is executed are subject to the pay scale attached as Addendum 1-A. Employees hired into the bargaining after the date this Agreement is executed shall be subject to the wage scale attached as Addendum 1-B (with a 10% decrease in pay rates from the scale of Addendum 1-A).

Section 2. 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 five cent ($.05) per hour increase shall be added to each hourly rate at Step 10 only.

Section 3. Direct Deposit

If at any point during the term of this Agreement, greater than seventy-five percent (75%) of the total employee population of the City are enrolled in direct deposit, the City shall have the ability to require all members of this bargaining unit to enroll in direct deposit.

ARTICLE 31 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 32 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, 2015, and for each twelve (12) month period thereafter unless not less than ninety (90) days prior to the end of the original term or any annual period thereafter either party shall serve upon the other written notice of its interest to alter, modify or terminate the provisions of this Agreement. In the event of such notification, the Parties shall commence negotiations by exchange of proposals in accordance with law.

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

Signature Page

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed on this 5th day of August, 2013 by their duly authorized officers.

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

Christopher Haynes
President, Local 475 A.F.S.C.M.E

Taurean Johnson
Staff Representative, Ohio Council 8

FOR: THE CITY OF HAMILTON, OHIO

Joshua A. Smith 8/8/13
City Manager

Richard Engle
Director of Public Works

Letitia S. Block
Assistant Law Director

Addendum 1
SCHEDULE E

ALPHABETICAL INDEX OF CLASSIFICATIONS

AFSCME, Local #475

CLASS NO.	CLASS TITLE	RANGE NO.
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 15, 2012

RANGE	1	2	3	4	5	6	7	8	9	10
15 T										
Hour	14.69	15.32	16.05	16.74	17.52	18.24	19.03	19.40	19.68	21.02
Annual	30,555	31,866	33,384	34,819	36,442	37,939	39,582	40,352	40,934	43,722
16 T										
Hour	14.94	15.62	16.28	17.05	17.79	18.67	19.41	19.68	20.04	21.31
Annual	31,075	32,490	33,862	35,464	37,003	38,834	40,373	40,934	41,683	44,325
17 T										
Hour	15.18	15.85	16.56	17.29	18.09	18.94	19.73	20.04	20.32	21.57
Annual	31,574	32,968	34,445	35,963	37,627	39,395	41,038	41,683	42,266	44,866
18 T										
Hour	15.54	16.15	16.97	17.63	18.43	19.24	20.05	20.32	20.61	21.95
Annual	32,323	33,592	35,298	36,670	38,334	40,019	41,704	42,266	42,869	45,656
18- A T										
Hour	15.64	16.26	17.04	17.74	18.56	19.38	20.15	20.46	20.78	22.13
Annual	32,531	33,821	35,443	36,899	38,605	40,310	41,912	42,557	43,222	46,030
19 T										
Hour	15.69	16.45	17.13	17.90	18.70	19.43	20.36	20.61	20.97	22.37
Annual	32,635	34,216	35,630	37,232	38,896	40,414	42,349	42,869	43,618	46,530
19-A T										
Hour	15.77	16.53	17.23	18.05	18.87	19.65	20.49	20.78	21.14	22.56
Annual	32,802	34,382	35,838	37,544	39,250	40,872	42,619	43,222	43,971	46,925
20 T										
Hour	15.97	16.64	17.38	18.17	19.01	19.76	20.64	20.98	21.39	22.81
Annual	33,218	34,611	36,150	37,794	39,541	41,101	42,931	43,638	44,491	47,445
20-A T										
Hour	16.05	16.74	17.52	18.28	19.11	20.03	20.81	21.22	21.55	23.09

Annual	33,384	34,819	36,442	38,022	39,749	41,662	43,285	44,138	44,824	48,027
21 T										
Hour	16.21	16.98	17.69	18.53	19.33	20.12	21.01	21.39	21.82	23.31
Annual	33,717	35,318	36,795	38,542	40,206	41,850	43,701	44,491	45,386	48,485
21-A T										
Hour	16.33	17.05	17.76	18.63	19.45	20.37	21.25	21.55	22.12	23.60
Annual	33,966	35,464	36,941	38,750	40,456	42,370	44,200	44,824	46,010	49,088
22 T										
Hour	16.49	17.17	18.00	18.77	19.66	20.47	21.40	21.82	22.32	23.91
Annual	34,299	35,714	37,440	39,042	40,893	42,578	44,512	45,386	46,426	49,733
22-A T										
Hour	16.59	17.28	18.09	18.93	19.99	20.78	21.70	22.14	22.63	24.24
Annual	34,507	35,942	37,627	39,374	41,579	43,222	45,136	46,051	47,070	50,419
23 T										
Hour	16.67	17.48	18.21	19.07	20.09	20.97	21.83	22.32	22.92	24.59
Annual	34,674	36,358	37,877	39,666	41,787	43,618	45,406	46,426	47,674	51,147
23-A T										
Hour	16.83	17.60	18.41	19.21	20.32	21.11	22.14	22.63	23.27	24.94
Annual	35,006	36,608	38,293	39,957	42,266	43,909	46,051	47,070	48,402	51,875
24 T										
Hour	17.04	17.76	18.59	19.43	20.53	21.40	22.34	22.92	23.61	25.37
Annual	35,443	36,941	38,667	40,414	42,702	44,512	46,467	47,674	49,109	52,770
24-A T										
Hour	17.27	18.08	18.88	19.72	20.78	21.70	22.66	23.27	23.93	25.71
Annual	35,922	37,606	39,270	41,018	43,222	45,136	47,133	48,402	49,774	53,477
25 T										
Hour	17.60	18.39	19.20	20.09	20.98	21.88	22.93	23.61	24.36	26.10
Annual	36,608	38,251	39,936	41,787	43,638	45,510	47,694	49,109	50,669	54,288
26 T										
Hour	17.80	18.71	19.76	20.62	21.70	22.65	23.76	24.38	25.10	27.00
Annual	37,024	38,917	41,101	42,890	45,136	47,112	49,421	50,710	52,208	56,160

27 T										
Hour	18.13	19.11	20.17	21.27	22.32	23.35	24.39	25.10	25.99	27.81
Annual	37,710	39,749	41,954	44,242	46,426	48,568	50,731	52,208	54,059	57,845
28 T										
Hour					23.00	24.08	25.11	25.99	26.83	28.81
Annual					47,840	50,086	52,229	54,059	55,806	59,925
28-A T										
Hour					23.35	24.39	25.52	26.34	27.50	29.59
Annual					48,568	50,731	53,082	54,787	57,200	61,547
29 T										
Hour					23.81	24.85	26.04	26.83	27.81	29.67
Annual					49,525	51,688	54,163	55,806	57,845	61,714
29-A T										
Hour					24.09	25.18	26.47	27.19	28.31	30.30
Annual					50,107	52,374	55,058	56,555	58,885	63,024
30 T										
Hour					24.56	25.77	27.01	27.81	28.68	30.79
Annual					51,085	53,602	56,181	57,845	59,654	64,043
30-A T										
Hour					24.85	26.04	27.37	28.31	29.29	31.31
Annual					51,688	54,163	56,930	58,885	60,923	65,125
31 T										
Hour					25.42	26.61	27.95	28.68	29.81	31.76
Annual					52,874	55,349	58,136	59,654	62,005	66,061
32 T										
Hour					26.31	27.59	29.05	29.81	30.76	32.68
Annual					54,725	57,387	60,424	62,005	63,981	67,974
32-A T										
Hour					26.83	28.19	29.55	30.32	31.29	33.29
Annual					55,806	58,635	61,464	63,066	65,083	69,243
33 T										
Hour					27.81	28.72	29.76	30.94	32.12	34.24

Annual				57,845	59,738	61,901	64,355	66,810	71,219	

Wages for classifications frozen per Article 30, Section 4

18 T										
Hour	14.65	15.22	15.99	16.61	17.37	18.13	18.89	19.15	19.42	20.54
Annual	30,472	31,658	33,259	34,549	36,130	37,710	39,291	39,832	40,394	42,723
20 T										
Hour	15.05	15.68	16.38	17.12	17.91	18.62	19.45	19.77	20.16	21.34
Annual	31,304	32,614	34,070	35,610	37,253	38,730	40,456	41,122	41,933	44,387
20-A T										
Hour	15.13	15.77	16.51	17.23	18.01	18.87	19.61	19.99	20.31	21.62
Annual	31,470	32,802	34,341	35,838	37,461	39,250	40,789	41,579	42,245	44,970
21 T										
Hour	15.27	16.00	16.67	17.46	18.22	18.96	19.80	20.16	20.56	21.81
Annual	31,762	33,280	34,674	36,317	37,898	39,437	41,184	41,933	42,765	45,365
23 T										
Hour	15.71	16.47	17.16	17.97	18.93	19.76	20.57	21.03	21.60	23.03
Annual	32,677	34,258	35,693	37,378	39,374	41,101	42,786	43,742	44,928	47,902

HOURLY RATES: SCHEDULE E

AFSCME, Local 475

Effective for bargaining unit new hires after executive of this Agreement

RANGE	1	2	3	4	5	6	7	8	9	10
15 T										
Hour	13.22	13.79	14.45	15.07	15.77	16.42	17.13	17.46	17.71	18.92
Annual	27,498	28,683	30,056	31,346	32,802	34,154	35,630	36,317	36,837	39,354
16 T										
Hour	13.45	14.06	14.65	15.35	16.01	16.80	17.47	17.71	18.04	19.18
Annual	27,976	29,245	30,472	31,928	33,301	34,944	36,338	36,837	37,523	39,894
17 T										
Hour	13.66	14.27	14.90	15.56	16.28	17.05	17.76	18.04	18.29	19.41
Annual	28,413	29,682	30,992	32,365	33,862	35,464	36,941	37,523	38,043	40,373
18 T										
Hour	13.99	14.54	15.27	15.87	16.59	17.32	18.05	18.29	18.55	19.76
Annual	29,099	30,243	31,762	33,010	34,507	36,026	37,544	38,043	38,584	41,101
18- A T										
Hour	14.08	14.63	15.34	15.97	16.70	17.44	18.14	18.41	18.70	19.92
Annual	29,286	30,430	31,907	33,218	34,736	36,275	37,731	38,293	38,896	41,434
19 T										
Hour	14.12	14.81	15.42	16.11	16.83	17.49	18.32	18.55	18.87	20.13
Annual	29,370	30,805	32,074	33,509	35,006	36,379	38,106	38,584	39,250	41,870
19-A T										
Hour	14.19	14.88	15.51	16.25	16.98	17.69	18.44	18.70	19.03	20.30
Annual	29,515	30,950	32,261	33,800	35,318	36,795	38,355	38,896	39,582	42,224
20 T										
Hour	14.37	14.98	15.64	16.35	17.11	17.78	18.58	18.88	19.25	20.53
Annual	29,890	31,158	32,531	34,008	35,589	36,982	38,646	39,270	40,040	42,702
20-A T										
Hour	14.45	15.07	15.77	16.45	17.20	18.03	18.73	19.10	19.40	20.78
Annual	30,056	31,346	32,802	34,216	35,776	37,502	38,958	39,728	40,352	43,222

21 T										
Hour	14.59	15.28	15.92	16.68	17.40	18.11	18.91	19.25	19.64	20.98
Annual	30,347	31,782	33,114	34,694	36,192	37,669	39,333	40,040	40,851	43,638
21-A T										
Hour	14.70	15.35	15.98	16.77	17.51	18.33	19.13	19.40	19.91	21.24
Annual	30,576	31,928	33,238	34,882	36,421	38,126	39,790	40,352	41,413	44,179
22 T										
Hour	14.84	15.45	16.20	16.89	17.69	18.42	19.26	19.64	20.09	21.52
Annual	30,867	32,136	33,696	35,131	36,795	38,314	40,061	40,851	41,787	44,762
22-A T										
Hour	14.93	15.55	16.28	17.04	17.99	18.70	19.53	19.93	20.37	21.82
Annual	31,054	32,344	33,862	35,443	37,419	38,896	40,622	41,454	42,370	45,386
23 T										
Hour	15.00	15.73	16.39	17.16	18.08	18.87	19.65	20.09	20.63	22.13
Annual	31,200	32,718	34,091	35,693	37,606	39,250	40,872	41,787	42,910	46,030
23-A T										
Hour	15.15	15.84	16.57	17.29	18.29	19.00	19.93	20.37	20.94	22.45
Annual	31,512	32,947	34,466	35,963	38,043	39,520	41,454	42,370	43,555	46,696
24 T										
Hour	15.34	15.98	16.73	17.49	18.48	19.26	20.11	20.63	21.25	22.83
Annual	31,907	33,238	34,798	36,379	38,438	40,061	41,829	42,910	44,200	47,486
24-A T										
Hour	15.54	16.27	16.99	17.75	18.70	19.53	20.39	20.94	21.54	23.14
Annual	32,323	33,842	35,339	36,920	38,896	40,622	42,411	43,555	44,803	48,131
25 T										
Hour	15.84	16.55	17.28	18.08	18.88	19.69	20.64	21.25	21.92	23.49
Annual	32,947	34,424	35,942	37,606	39,270	40,955	42,931	44,200	45,594	48,859
26 T										
Hour	16.02	16.84	17.78	18.56	19.53	20.39	21.38	21.94	22.59	24.30
Annual	33,322	35,027	36,982	38,605	40,622	42,411	44,470	45,635	46,987	50,544
27 T										

Hour	16.32	17.20	18.15	19.14	20.09	21.02	21.95	22.59	23.39	25.03
Annual	33,946	35,776	37,752	39,811	41,787	43,722	45,656	46,987	48,651	52,062
28 T										
Hour					20.70	21.67	22.60	23.39	24.15	25.93
Annual					43,056	45,074	47,008	48,651	50,232	53,934
28-A T										
Hour					21.02	21.95	22.97	23.71	24.75	26.63
Annual					43,722	45,656	47,778	49,317	51,480	55,390
29 T										
Hour					21.43	22.37	23.44	24.15	25.03	26.70
Annual					44,574	46,530	48,755	50,232	52,062	55,536
29-A T										
Hour					21.68	22.66	23.82	24.47	25.48	27.27
Annual					45,094	47,133	49,546	50,898	52,998	56,722
30 T										
Hour					22.10	23.19	24.31	25.03	25.81	27.71
Annual					45,968	48,235	50,565	52,062	53,685	57,637
30-A T										
Hour					22.37	23.44	24.63	25.48	26.36	28.18
Annual					46,530	48,755	51,230	52,998	54,829	58,614
31 T										
Hour					22.88	23.95	25.16	25.81	26.83	28.58
Annual					47,590	49,816	52,333	53,685	55,806	59,446
32 T										
Hour					23.68	24.83	26.15	26.83	27.68	29.41
Annual					49,254	51,646	54,392	55,806	57,574	61,173
32-A T										
Hour					24.15	25.37	26.60	27.29	28.16	29.96
Annual					50,232	52,770	55,328	56,763	58,573	62,317
33 T										
Hour					25.03	25.85	26.78	27.85	28.91	30.82
Annual					52,062	53,768	55,702	57,928	60,133	64,106

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

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 Benge
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 Shepard
Hal Shepard, 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 party to a collective bargaining agreement that expired on January 14, 2012 ("CBA"):

Whereas, the Parties are in negotiations to reach a successor collective bargaining agreement to the
CBA; and

Whereas, the City has determined for economic and efficiency reasons that it wishes to implement a lower tier wage scale for all employees hired after (execution date of this Agreement).

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
Tyler Babb
Arnold Baker
William Baver
Christopher Bowling
Duane Byrd
Ken Calihan
Jeffrey Clark
Clinton Cole
Willie Coleman
Alan Eickelberger
John Eickelberger
Justin Falk
Michael Fathergill
Joseph Foreman
Gary Gross
Alfred Hayes
Christopher Haynes
Eddie Hobson
Michael Hoefker
Michael Irving
Fred Lakes
Ryan Lindsey
Stewart MacKenzie
Colt Mann
William Martin
Robert Masters
Steve Maxwell
Woodrow McQuitty
David Meiner
Christopher Miller
Ryan Mullins
Neil Myers
Eric Novak
John Novak
Bret Noonan
Karl Poffinbarger
Justin Schultheiss
Robert Spurlock
Darrell Taggart
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 28th day of February, 2013.

For AFSCME Local475:

/s/ Chris Haynes
Chris Haynes, President

/s/ Taurean J. Johnson
Taurean J. Johnson, Staff Representative

For the City of Hamilton:

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

/s/Letitia Block
Letitia Block, Assistant Law Director

ADDENDUM 5

Memorandum of Understanding

Whereas, the City of Hamilton, Ohio (the "City") and the American Federation of State, County, and Municipal Employees AFL-CIO, Ohio Council 8, Local 475 (the "Union") (collectively, the "Parties") are parties to a collective bargaining agreement that expired on January 14, 2012 ("CBA");

Whereas, the Parties are in negotiations to reach a successor collective bargaining agreement to the CBA; and

Whereas, the Parties have tentatively agreed to revisions to Article XX – Clothing Allowance of the CBA.

The Parties hereby agree that the clothing allowance set forth in Section 1 of Article XX – Clothing Allowance shall not be paid. The Parties agree that the City shall pay each Union member a clothing allowance in the amount of $300.00 within thirty (30) days of execution of a successor collective bargaining agreement to the CBA.

This Memorandum of Understanding is specifically conditioned upon the Parties reaching a successor collective bargaining agreement to the CBA prior to October 1, 2013.

This Memorandum is entered into this 28th day of February, 2013.

For AFSCME Local 475:

/s/ Chris Haynes
Chris Haynes, President

/s/ Taurean Johnson
Taurean Johnson, Staff Representative

For the City of Hamilton:

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