COLLECTIVE BARGAINING AGREEMENT

By and Between

The City of Cincinnati

And

Teamster Local 100

Effective: October 27, 2013
Expires: October 22, 2016

Vision Statement:

The City of Cincinnati and Teamsters Local 100 will encourage and promote cooperation among all employees to provide the highest level of public service thereby enhancing the quality of life of the residents in the City of Cincinnati and in Hamilton County.

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PURPOSE

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and all governmental administrative rules and regulations which have the effect of law, except as otherwise may be superseded or amended by the parties to this agreement according to the terms, conditions and provisions herein, as adopted pursuant to the authority granted under Ohio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

ARTICLE 1
UNION RECOGNITION

A. The City agrees to recognize and hereby does recognize the Union as the sole and exclusive collective bargaining agent on behalf of all of the employees of the City as hereinafter defined with respect to wages, hours and all other terms or conditions of employment as set forth in the certification issued by the State Employment Relations Board in case no. 2005-REP-09-0124.

B. The term "employees" as used in this Agreement shall:

1. Include all part-time Customer Relations Representatives employed in the Greater Cincinnati Water Works Department.
2. Exclude all management and supervisory employees as defined in R.C. Chapter 4117 and all other employees.

C. The City will not recognize any other Union as the representative for any employees within the bargaining unit referenced above unless replaced by statutory process.

ARTICLE 2
UNION DUES/FAIR SHARE/CHECK-OFF DEDUCTIONS

A. The City shall deduct monthly dues, initiation fees, and uniformly levied assessments from the pay of employees in the bargaining unit upon receipt from the Union of authorization cards executed by an employee. Amount of monthly dues shall be certified to the City by the Union.

B. All employees in the bargaining unit who are not members in good standing of the Union shall pay a fair share fee to the Union. The monthly fair share shall be certified to City Treasurer by the Union and the City will notify the Union of all employees in fair share. The deduction of the fair share fee from the earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

C. Within 60 days of the execution of this Agreement, the Union will provide the City a copy of its fair share fee procedure. One (1) month's advance notice in writing must be given to the City before any changes will be made in an individual's deductions for dues or fees. The Union will bear all responsibilities for the application of fair share.

D. The City agrees to deduct and submit voluntary employee contributions to Democratic Republican Independent Voter Education (D.R.I.V.E).

D. 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 3
TEMPORARY SUBCONTRACTING

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

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

The City agrees any temporary contracting or subcontracting shall not result in layoff, reduction in hourly rate or regularly scheduled hours, positions of bargaining unit employees or the circumventing of any provision of this agreement or depleting of the bargaining unit.

Temporarily contracted work normally performed by employees in the bargaining unit which extends beyond one hundred twenty (120) days shall be reported to Teamsters for review of impact on bargaining unit employees. Once reported to the Union, the Agency will meet with Teamsters upon request to discuss the issue of temporary subcontracting.

ARTICLE 4
MANAGEMENT RIGHTS

The City retains all management rights and functions it possessed prior to entering into a contract with the Union. It is understood that such management rights include, but are not confined to the following: the right to direct its working force, the right to hire, promote, transfer, discipline or discharge for just cause; to initiate methods to improve the efficiency of its employees; to determine the schedules of work and assign available work, including overtime, and processes; the right to relieve employees from duty because of lack of work or for other legitimate reasons; to require employees to observe reasonable City rules and regulations except as is restricted by this Agreement.

ARTICLE 5
PROBATIONARY EMPLOYEES

A. A new hire shall work under the provisions of this Agreement, but shall be considered a probationary employee until the employee has successfully completed a probationary period of 1040 hours worked. Failure of probation is not subject to the grievance process.

B. An employee shall have no seniority during his/her probationary period, but upon successful completion of the initial hire probationary period, the employee shall be placed on the seniority roster and his/her seniority date will be retroactive to the original date of hire.

C. The City shall notify the Union of the names of any new employees within fourteen (14) calendar days of their date of hire or date of entry into the represented classification.

ARTICLE 6
SENIORITY

A. Seniority is defined first as the length of service in the bargaining unit, then in the Department and then in the City. The seniority date for an individual employee shall be the first day of his/her last date of hiring except as provided elsewhere in this article. A new employee, after completing the probationary period as herein set forth in this Agreement, shall acquire seniority from his first day of hire.

In cases of a tie, seniority will be decided per ranking on the civil service examination.

B. When the City determines that there shall be layoffs within the GCWW Call Center, the Department will determine from which classifications positions will be eliminated. Bargaining unit seniority will prevail for purposes of layoff and recall. Layoffs may occur as a result of lack of funds, lack of work, or abolishment of positions.

C. The City shall provide the Union with a current seniority list within fifteen (15) days after the signing of this Agreement. In the event revisions are made in the seniority list, a new list shall be furnished to the Union.

D. Any employee who leaves the bargaining unit but remains in City service shall retain his/her bargaining unit seniority accrued as of the date of such leave; however, bargaining unit seniority shall not continue to accumulate while the employee is out of the bargaining unit. Upon the return of such employee to the

bargaining unit, he/she will again begin to accumulate seniority as of the date of return.

E. An employee shall lose seniority for any of the following reasons:

(a) A voluntary quit, unless reinstated within one (1) year.

(b) Discharge for just cause and such discharge is not legally reversed.

(c) Failure to return to work after a layoff within seven (7) days after being notified in writing to report to work, by certified mail addressed to his/her last known address.

(d) Not being recalled from a layoff within 36 months.

F. The City shall give the Union, the employee, or employees involved at least two (2) weeks notice in writing of any proposed layoffs.

G. Once management determines to fill an open position in the bargaining unit, the position and associated work schedule shall be announced via e-mail. Bids will be accepted for two weeks and be filled based on seniority, performance and attendance. Employees shall be assigned to their new position no later than two weeks after the bid has been accepted. Management reserves the right to schedule probationary employees at management's discretion.

H. Layoff and recall within the bargaining unit shall be governed solely by this article. The parties explicitly waive the provisions of Ohio Revised Code, Section 124.321-124.328 and the City's Civil Service Rule 12 regarding layoff and recall.

ARTICLE 7
NO STRIKE - NO LOCKOUT PROVISION / UNION LIABILITY

The Union agrees not to call, conduct, ratify or approve a strike or work stoppage of Union members in the bargaining unit covered by this Agreement during the term hereof, except as otherwise provided herein.

In the event of a strike or work stoppage by any employee within the bargaining unit, not authorized by the Union, the Union agrees that it will immediately (after notification by the City by certified mail or personal messenger that a strike is in progress, which notice for the purposes herein may be served upon the business agent or any officer of Local 100) publicly disavow responsibility for the strike and order the striking employees to return to work and otherwise cooperate with the City in terminating promptly such strike or work stoppage.

Any employee engaging in an unauthorized strike or other form of work stoppage shall lose all employment and grievance procedure rights under this Agreement and the Union agrees in no way to question the right of the City to discipline or discharge any employee engaging in such activity during the life of this Agreement.

If the Union immediately takes action as provided above, the City agrees that it will not bring action against the Union to establish responsibility for such unauthorized strike or work stoppage and the Union shall be relieved of all responsibility.

It is understood and agreed that an employee's membership in the Union in and of itself shall not make such employee an agent of the Union.

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

It is further mutually agreed that the Union shall, within two (2) weeks from the date of execution of this Agreement, serve upon the City a written list of the Union's authorized representatives who will deal with the City, make commitments for the Union generally, and in particular, have the sole authority to act for the Union in calling or instituting strikes or any stoppages of work, and it is further agreed that the Union shall not be liable for any such activities unless so authorized by the named persons having the authority. It is further agreed that in all cases of an unauthorized strike, slowdown, walkout, or any unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized acts of its members. It is further agreed that the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above. The City in such unauthorized action shall retain its rights to engage in such disciplinary action with reference to such unauthorized acts as is reasonable under all circumstances subject, however, to the grievance procedure herein.

ARTICLE 8
STEWARDS

The City recognizes the right of the Union to select local stewards and alternate stewards to represent the employees on grievances arising under this Agreement, in disciplinary proceedings and in labor-management meetings. The alternate steward shall act as steward when the steward is absent from work.

Unless waived in writing, there shall be a steward or alternate steward present whenever the City meets with the employee about discipline or to conduct investigatory interviews. If a steward or alternate steward is unavailable, the employee may designate a bargaining unit member who is available at the time of the meeting to represent him/her. Meetings or interview shall not begin until the steward, alternate steward or designated bargaining unit member is present.

Stewards and alternates have no authority to take strike action or any other action interrupting the City's business, except as authorized by official action of the Union. The City recognizes these limitations upon the authority of stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The City in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the steward has taken unauthorized strike action, slowdown or work stoppage in violation of this Agreement.

Stewards will attempt to conduct Union business in a manner that minimizes interference with the performance of their job duties. Stewards shall not conduct union business on City time without permission of the immediate supervisor. The steward or alternate must notify the supervisor upon leaving and give an approximate time of return. If the steward or alternate is unable to return at the time given, a call must be made notifying the supervisor of additional time needed. The supervisor shall not unreasonably deny a request to conduct Union business. Such time spent conducting Union business during the steward's or alternate's regular working hours shall be paid hours worked.

The Union shall furnish current lists of all stewards and alternate stewards to the City Human Resources Department and Greater Cincinnati Water Works. The Union will notify the City Human Resources Department and Greater Cincinnati Water Works of any changes in the above within thirty (30) working days of its occurrence.

The City shall allow reasonable time off without pay for the steward and/or alternate to attend Union meetings, workshops, conferences, training, etc. called by the local Union.

ARTICLE 9
CORRECTIVE ACTION

A. The Union recognizes the right of the City to take corrective action with employees for just and proper cause. Corrective action may include oral and written reprimands, reduction in pay**,** suspension or dismissal.

B. No employee shall be disciplined (except for oral and written reprimands) without a pre-disciplinary meeting unless the employee specifically waives the meeting in writing. Pre-disciplinary meetings shall be conducted by the Department Head or designee. In cases of serious misconduct, an employee may be suspended without pay pending a pre-disciplinary meeting. Such suspensions shall be subject to the grievance procedure.

C. Discipline must be issued to an employee within fifty (50) work days of the date the supervisor becomes aware of the precipitating incident. However, this is not required in cases involving violations of Administrative Regulations 25 (Sexual Harassment), 49 (Workplace Violence), or 55 (Offensive/Derogatory Comments), this time frame will be

up to eight-five (85) working days. In cases involving an investigation by a law enforcement agency, there will be no time limit for completion of the investigation.

Written reprimands must be issued within 25 workdays of the supervisor becoming aware of the incident leading to the written reprimand. In instances where a verbal or written reprimand results from a pre-disciplinary meeting, the twenty-five (25) working day time limit does not apply. Oral reprimands shall not be subject to the grievance/arbitration procedure. Written reprimands are not subject to the arbitration process.

D. Employees are entitled to, and can only use Union representation (Limited to Stewards, Presidents, and Teamsters Union Business Representatives), to represent them. This representation may occur at any corrective action meeting or investigation that could reasonably lead to discipline against the employee. Investigations and meetings with bargaining unit members shall be conducted in accordance with the Supervisor's Corrective Action Manual, which is issued by The Department of Human Resources. In the event there is no Union representation to participate in an investigation or meeting, the employee may use a bargaining unit co-worker as a representative. Employees may waive representation at any corrective action meeting or investigation that could reasonably lead to discipline against the employee.

E. Oral and written reprimands shall be removed from the employee's personnel records after one (1) year provided no other corrective measures have been issued within that year. All other corrective action (except dismissal) shall be removed from the employee's records after three years provided no suspension or other action greater than a written reprimand has been sustained against the employee in that three year period.

ARTICLE 10
GRIEVANCE – ARBITRATION

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

A grievance shall be defined as a dispute involving questions of interpretation or application of the specific terms of this Agreement. Having a desire to create and maintain labor harmony between them, the parties hereto agree that they will promptly attempt to resolve all grievances arising between them.

Failure of probation shall not be subject to the grievance/arbitration procedure. Oral reprimands shall not be subject to the grievance/arbitration procedure. Written reprimands are not subject to the arbitration process.

Disciplinary penalties resulting in suspensions of 24 hours or less (or equivalent penalties) shall be subject to the grievance and arbitration process. Disciplinary penalties resulting in suspensions greater than 24 hours (or equivalent penalties) may be appealed through the grievance/arbitration process or at the employee's option, through the Civil Service Commission, but not both.

Should grievances arise between the parties to this Agreement or between the employees covered herein and the City, the aggrieved party to this Agreement or employee or employees, as the case may be, shall use the following procedure as the sole means of resolving said grievances in the following manner:

The grievance must cite the specific Article and Section allegedly violated in the Agreement. The written grievance must also include the remedy sought to correct the alleged grievance.

Step 1. If there is an employee (or employees) who believe they have been aggrieved, he/she with the steward or a witness shall first notify their immediate supervisor of a potential grievance within 5 working days of knowledge. Disputes concerning written reprimands shall be brought to the next highest level of supervision over which the written reprimand was issued. The supervisor/manager will respond verbally within five (5) working days of such meeting.

Step 2. Failing to resolve the grievance in accordance with Step 1, the Union may then reduce such grievance to writing and submit it to the Division Head or designee no later than 15 working days of knowledge. The Union steward and/or business representative and Division Head or designee shall meet to attempt to resolve the grievance within ten (10) working days from receipt of written grievance. The Division Head or designee shall provide a written response within 5 working days of the Step 2 meeting.

Step 3. If the grievance is not resolved at Step 2, the Union may request a Step 3 meeting with the Department Director within 5 working days from receipt of the Step 2 response. The Union steward and/or business representative and Director or designee shall meet to attempt to resolve the grievance within ten (10) working days from receipt of Step 3 meeting request. The Director or designee shall provide a written response within 10 working days of the Step 3 meeting.

Step 4. If the grievance is not satisfactorily resolved at Step 3, the Union may, within five (5) working days after receipt of the Step 3 answer, appeal the grievance to the City Human Resources Director. The City Human Resources Director or designee shall meet with a designated Union representative in an attempt to

resolve the grievance and shall render an answer in writing stating the reasons for granting or denying the grievance within 10 working days after the Step 4 meeting. The City Human Resources Director or designee who heard the grievance shall mail or personally deliver the Step 4 answer to the employee, the employee's Local Union Steward, and Teamster's Local 100 Business Representative.

Step 5. Mediation. Grievances, which are subject to arbitration and have not been satisfactorily resolved at Step 4 must be submitted to mediation before arbitration unless agreed to move directly to arbitration by both the Union and the City. The union may, within ten (10) working days after the receipt of the step 4 answer submit the grievance to the Human Resources Director or Designee for grievance mediation.

In recognition of the desirability of resolving disputes by mutual agreement, Teamsters Local 100 and the City of Cincinnati, hereinafter referred to as the "parties," mutually agree to the following policies and procedures for the mediation of grievances pending arbitration.

1. Absent mutual agreement grievance mediation is available to the parties after Step 3 of the grievance process, but only for grievances involving contract interpretation grievances and disciplinary grievances involving suspensions of 24 hours or greater (or equivalent loss of pay or vacation). Should free mediation services that are agreeable to both parties be no longer available, the mediation step will be discontinued.
2. All grievances will be referred to mediation unless the parties mutually agree not to mediate a particular grievance.
3. The parties shall mutually agree to a mediator to serve in the capacity of grievance mediator from the Federal Mediation and Conciliation Service or the State Employment Relations Board. The mediator must be an experienced mediator and/or arbitrator with mediatory skills. The mediator may not serve as an arbitrator for the same issue for which he or she is a mediator.

4. The mediator will be asked to provide a schedule of available dates. Cases will be scheduled in a manner which assures that the mediator will be able to handle multiple cases on each date, unless otherwise mutually agreed.

5. The grievant shall have the right to be present at the mediation conference. The Department and the Union may each have no more than three (3) representatives as participants in the mediation effort. The Human Resources Department shall have at least one (1) representative as a participant in the mediation effort. Persons representing the parties must be vested with full authority to resolve the issues being considered.

6. The mediator may employ all the techniques commonly associated with mediation, including private caucuses with the parties. The taking of oaths and the examination of witnesses shall not be permitted, and no verbatim record of the proceeding shall be taken. The purpose of the mediation effort is to reach a mutually agreeable resolution of the dispute. There will be no procedural constraints regarding the review of facts and arguments. There shall be no formal evidence rules. Written materials presented to the mediator will be returned to the party presenting them at the conclusion of the mediation conference.

7. Mediation efforts will be informal in nature and shall not include written opinions or recommendations from the mediator unless mutually agreed to by the parties and the mediator. In the event that a grievance which has been mediated is appealed to arbitration, there shall be no reference in the arbitration proceeding to the fact that a mediation conference was or was not held.

8. At the mediation conference the mediator shall first seek to assist the parties in reaching a mutually satisfactory settlement of the grievance which is within the parameters of the collective bargaining agreement. If a settlement is reached, a settlement agreement will be entered into writing at the mediation conference. The mediator shall not have the authority to compel the resolution of a grievance.

9. If a grievance remains unresolved at the end of the mediation conference the mediator may, if requested by either party, render a verbal opinion as to how the grievance is likely to be decided if it is presented at arbitration. This opinion is nonbinding and inadmissible in any subsequent arbitration proceeding.

10. If a settlement is not reached, the Union may appeal the grievance to arbitration. All applicable time limits for appealing a grievance to arbitration contained in the collective bargaining agreement shall commence on the day of the mediation conference.

11. The dates, times and places of mediation conferences will be determined by mutual agreement of the parties. Each party shall designate a representative responsible for scheduling mediation conferences.

Step 6. Arbitration. Grievances which are subject to arbitration and have not been satisfactorily resolved at Step 5 may be submitted to arbitration upon request of the Union in accordance with this section of this article. The Union, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within fifteen (15) calendar days from the date of final answer on such grievance under Step 5 in the grievance procedure, the Union shall notify the City of its intent to seek arbitration over an unresolved grievance. The representatives of the parties

(the Union and the City) shall schedule a meeting to be held within thirty (30) calendar days after notification of a request to arbitrate to begin the selection procedures outlined below. The Union may withdraw its request to arbitrate at any time prior to the actual hearing. The party canceling the arbitration shall pay any cancellation fee due the arbitrator. Any grievance not submitted within the fifteen (15) calendar day period described above shall be deemed resolved based on the last answer given by the City or its representative(s).

The time limits set forth in the grievance procedure may be extended by mutual agreement of the City and the Union. All such extensions must be in writing and shall not be unreasonably denied by either party. If the City fails to answer a grievance in a timely manner, the Union may move the grievance to the next step of the grievance procedure.

After receipt of a request to arbitrate, a representative of each party (the Union and the City) shall attempt to agree on an arbitrator. Should the representatives fail to agree on an arbitrator, the Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of seven (7) arbitrators. The parties shall then choose an arbitrator by alternately striking names from the list, with the party who requested the arbitration striking first, until such time as one name remains as the arbitrator chosen by the parties. Prior to beginning the striking procedure, either party may once reject a list and submit a request for another list from the FMCS. The arbitrator shall limit his decisions strictly to the interpretation, application or enforcement of specific articles in this Agreement.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether the alleged grievance is arbitrable. If deemed arbitrable, the alleged grievance will be heard on its merits before the same arbitrator at a separate hearing unless mutually agreed otherwise.

The decisions of the arbitrator shall be final and binding upon both parties and all bargaining unit members, if made in accordance with the jurisdiction and authority granted to the arbitrator pursuant to this Agreement. The arbitrator shall not establish any new or different wage rates not negotiated as a part of this Agreement. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. In cases of discharge, suspension or reduction, the arbitrator shall have the authority to award modification of said discipline.

The fees and expenses of the arbitrator shall be borne equally by the City and the Union. Furthermore the aggrieved employee, his Local Union Steward, and the Local Union President and any necessary witnesses shall not lose any regular straight-time pay for time off the job while attending an arbitration proceeding.

All monetary grievances that have been resolved either by decision or through settlement shall be paid within four (4) bi-weekly pay periods of the determination of the amount owed. If the City fails to pay a monetary grievance in accordance with this section, the City shall pay interest on the amount owed at the rate of 10% compounded monthly as liquidated damages to each affected grievant.

ARTICLE 11
BONDS

Should the City require any employee to give bond, cash bond shall not be compulsory and any premium involved shall be paid by the City. The primary obligation to procure the bond shall be on the City. If the City cannot arrange for a bond within ninety (90) days he must so notify the employee in writing. Failure to so notify shall relieve the employee of the bonding requirement. If proper notice is given, the employee shall be allowed thirty (30) days from the date of such notice to make his own bonding requirements, standard premiums only on said bond to be paid by the City. A standard premium shall be that premium paid by the City for bonds applicable to all other of its employees in similar classifications. Any excess premium is to be paid by the employee. Cancellation of a bond after once issued shall not be cause for discharge, unless the bond is cancelled for cause which occurs during working hours or due to the employee having given a fraudulent statement in obtaining said bond.

ARTICLE 12
FITNESS FOR DUTY EXAMINATIONS AND IDENTIFICATION FEES

A. Fitness for Duty Examinations. The City shall have the right to require medical or psychological examinations at the City's expense. The City reserves the right to select its own medical examiner or physician. If the Union disagrees with the results of the examination, the Union may have the employee reexamined at the employee's expense.

In the event of disagreement between the physician or medical examiner selected by the City and the physician or medical examiner selected by the Union, the two parties will agree to the selection of a third physician or medical examiner. This physician or medical examiner's opinion shall be final and binding on the City, the Union, and the employee. The expense of the third physician or medical examiner shall be equally divided between the City and the employee. This process shall also apply to disputes regarding employee's physician's verification of illness.

B. Identification Fees. Should the City find it necessary to require employees to carry or record full personal identification, the employees shall comply such requirements. The initial cost of such personal identification shall be borne by the City. Employees are responsible for identification cards issued to them. Lost or stolen cards must be reported to the employee's supervisor immediately. A lost or stolen electronic key card will be replaced once within a four-year period without charge. A $25 replacement fee will be charged to the employee for each additional card replaced during the four-year period.

ARTICLE 13
NON-DISCRIMINATION

A. The City and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, age or national origin, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, age or national origin, or engage in any other discriminatory acts prohibited by law. This article also covers employees with a qualified disability under the Americans with Disabilities Act.

B. The City shall not interfere with, restrain or coerce the employees covered by this Agreement because of membership in or activity on behalf of the Union. Any employee acting in any official Union capacity whatsoever shall not be discriminated against for his/her acts as such officer of the Union so long as such acts do not interfere with the daily operations of the City's business.

C. The City and the Union recognize that the non-discrimination provisions in this Article are only enforceable outside of this Agreement and shall not be subject to the grievance/arbitration procedure.

ARTICLE 14
BULLETIN BOARD

The City recognizes that the Union has a responsibility to communicate with bargaining unit members. To facilitate this purpose, it is agreed that Local Officers and the Union Staff Representatives may make reasonable use of e-mail, telephone, inter-office mail, and fax machines to communicate so long as the use does not unduly interfere with the City's work. The City Manager and/or the Human Resources Director retain the right to discontinue this practice if it should cause undue interference with City work.

The City agrees to provide a locked bulletin board and a suitable space for the bulletin board in an appropriate and accessible location where employees assemble, as approved by the City. The City will consider requests for changes or additions to such locations where appropriate. Postings by the Union on such boards are to be confined to official business of the Union. Union agrees that it will not post any material, which would be derogatory to any individual, City agency, or which constitutes campaign material for or against any person, organization or faction thereof. Campaign material does not include announcements of information regarding internal campaign elections of the Union. The Union will limit the postings of Union notices to such bulletin boards.

ARTICLE 15
SALE AND TRANSFER

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

ARTICLE 16
SEPARABILITY AND SAVINGS

If any article or section of the Agreement is declared invalid, unlawful or unenforceable by reason of any existing or subsequently enacted federal or state legislation or by virtue of any judicial ruling, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event of invalidation of any article or section for such reason, the City and the Union agree to meet within thirty (30) days of the invalidation for the purpose of renegotiating said article or section.

ARTICLE 17
VISITS BY UNION OFFICIALS

With approval of the City or authorized representative, authorized agents of the Union shall have reasonable access to the City's establishment during routine business hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that

the Agreement is being adhered to, providing, however, that there is no interruption of the City's working schedule.

ARTICLE 18
WAGES AND GENERAL WAGE INCREASES

Classification	Step	Hourly Rate
Customer Relations Representative	**1**	**$ 18.53**
Customer Relations Representative	**2**	**$ 18.85**
Customer Relations Representative	**3**	**$ 19.19**
Customer Relations Representative	**4**	**$ 19.58**

A. Effective upon the ratification of this agreement, all-employees in the bargaining unit will receive a one and half percent (1.5%) across the board increase in their wages, retroactively paid to the pay period beginning October 27, 2013. However, this increase will not go into effect until the AFSCME union receives their increase, in accordance with the parking lease agreement.

B. Effective on October 26, 2014, all-employees in the bargaining unit will receive a one percent (1%) across the board increase in their wages. However, if any other City Bargaining Unit receives a cost of living increase or a lump sum/signing bonus in excess of 1% effective in 2014, Teamster members will receive the difference between that amount and the 1% already received effective on October 26, 2014.

C. Effective on October 25, 2015, all employees in the bargaining unit will receive a one percent (1%) across the board increase in their wages. Effective on April 24, 2016, all employees in the bargaining unit will receive a one-half percent (0.5%) across the board increase in their wages. However, if any other City Bargaining Unit receives a cost of living increase or a lump sum/signing bonus in excess of 1.5% effective in 2015 or prior to October 23, 2016, Teamster members will receive the difference between that amount and the percentage increase already received, effective on October 26, 2015.

ARTICLE 19
HOURS OF WORK AND OVERTIME

The regularly scheduled work week shall be approximately twenty-eight (28) hours Monday through Friday but may vary based on operational needs.

Management reserves the right to schedule employees based on operational needs. Work schedules which may include designated lunch and break periods shall be established by the supervisor. Supervision will provide at least two weeks notice before a permanent work schedule change is implemented.

Overtime at the rate of time and one-half the regular rate shall be paid for all hours worked in excess of forty (40) hours per work week (from 12:01 am Monday through midnight Sunday). There shall be no pyramiding of overtime.

ARTICLE 20
CALL-IN TIME

Whenever an employee is called out to work without prior notice at times other than her/his regular work schedule, thereby necessitating additional travel to and from work, he/she shall be guaranteed four (4) hours pay at straight time or overtime depending upon the case involved.

Whenever an employee is called out to work for time leading into the regular shift, he/she shall be paid for all hours worked at the appropriate straight time or premium rate of pay.

ARTICLE 21
RESIDENCY

All employees in the bargaining unit shall comply with residency requirements as established by City Council or the City Manager and subject to applicable State law.

ARTICLE 22
HOLIDAYS

For all employees in the bargaining unit the following holidays will be observed.

1. New Year's Day
2. Martin Luther King's Birthday (3rd Monday in Jan)
3. President's Day (3rd Monday in February)
4. Memorial Day (Last Monday in May)
5. Independence Day
6. Labor Day (1st Monday in September)
7. Veterans Day
8. Thanksgiving Day (4th Thursday in November)
9. Day After Thanksgiving
10. Christmas Day
11. Birthday Holiday

A. Employees will be given holiday pay for any observed holiday that they are scheduled to work. Employees will not receive holiday pay if the observed

holiday falls on an employee's normal off day. Any employee who receives holiday pay will receive an amount of holiday pay that is equivalent to the individual employee's standard hours of work.

B. In order to qualify for a holiday pay, the employee must work their scheduled work day which immediately proceeds and their scheduled work day which immediately follows the holiday, except in cases of approved leave.

C. Employees called to work on any of the above listed holidays shall be paid at two (2) times the regular rate for all hours worked in addition to holiday pay as identified in Section A.

D. The birthday holiday will be granted to employees at the beginning of pay period two (2) each year and may be taken at any time prior to the end of pay period one (1) of the following year with the approval of the immediate supervisor. This day must be taken prior to the end of pay period one (1) of the following year and not carried over to the next year. For the purpose of the Birthday Holiday, new hires are only entitled to the Birthday Holiday if his/her birthday falls during the first pay period of his/her hire date or thereafter. New employees whose birthdays fall prior to his/her first pay period are not eligible for the Birthday Holiday in that calendar year.

ARTICLE 23
LEAVE WITHOUT PAY

Each permanent part-time employee will be granted leave without pay at the beginning of Pay Period 1 based on the following schedule:

Length of Service	**Annual Leave Without Pay Shift Hours Granted per payroll year**
Less than two (2) years of completed service.	56*
More than two (2) years of completed service, but less than five (5) years of completed service.	84
More than five (5) years of completed service, but less than ten (10) years completed service..	112
More than ten (10) years of completed service.	126

*Hours in the initial year of employment will be prorated.

Hours cannot be accumulated from year to year.

Upon ratification of this contract, current employees earning hours of unpaid leave that are at a higher rate than the above amounts will continue to earn those rates. All employees hired after ratification will earn unpaid leave at the above rates.

Once a request for leave without pay is approved, it shall not be changed without the written consent of the involved employee.

A. SCHEDULED LEAVE WITHOUT PAY (LWP): ANNUAL DECEMBER ROUND

a. All bargaining unit employees interested in requesting scheduled leave without pay for a minimum of 28 consecutive regularly scheduled shift hours (including holiday hours) during the following year must declare their intent in writing to the scheduling supervisor (through e-mail, no specific leave without pay dates required) by close of business on December 1 or the closest business day following. Over the following five (5) business days, each employee who declared intent will meet with the scheduling supervisor (in order of bargaining unit seniority) to make their specific requests for the year. The appropriate leave forms will be completed and approved or denied at this meeting. Once the highest bargaining unit seniority employee concludes their meeting, the next highest bargaining unit seniority employee will complete the process and so on until all bargaining unit employees have made their requests and have been approved or denied.

b. All bargaining unit employees interested in requesting scheduled leave without pay for a minimum of 18 consecutive regularly scheduled hours (including holidays) during the following year must declare their intent in writing to the scheduling supervisor (through e-mail, no specific leave without pay dates required) by close of business December 8 or the closest business day following. Over the following five (5) business days, each employee who declared intent will meet with the scheduling supervisor (in order of bargaining unit seniority) to make their specific requests for the year. The appropriate leave form will be completed and approved or denied at this meeting. Once the highest bargaining unit seniority employee concludes their meeting, the next highest bargaining unit seniority employee will complete the process and so on until all bargaining unit employees have made their requests and have been approved or denied.

c. All bargaining unit employees interested in requesting vacation for a minimum of one regularly scheduled day during the following year must declare their intent in writing to the scheduling supervisor (through e-mail,

no specific leave without pay dates required) by close of business on December 15 or the closest business day following. Over the following five (5) business days, each employee who declared intent will meet with the scheduling supervisor (in order of bargaining unit seniority) to make their specific requests for the year. The appropriate leave form will be completed and approved or denied at this meeting. Once the highest bargaining unit seniority employee concludes their meeting, the next highest bargaining unit seniority employee will complete the process and so on until all bargaining unit employees have made their requests and have been approved or denied.

d. Decisions to grant or deny December Round requests will be made by the scheduling supervisor, taking into consideration staffing requirements needed to meet customer service demands for any particular day or week. The general rule for the December Round will be to allow off, on any given day, 5% of the active personnel in the bargaining unit, rounded to the nearest whole number (i.e. up to 1.4 = 1 person; 1.5 to 2.4 = 2 persons).

B. SCHEDULED LEAVE WITHOUT PAY: OUTSIDE DECEMBER ROUND

Bargaining unit employees may request leave without pay outside the December Round, regardless of whether or not they participate in the December Round.

a. Employees may request leave without pay of 18 or more consecutive hours (including holidays) anytime during the year. These requests will be approved or denied on a first come first served basis by the scheduling supervisor and returned to the employee within 5 working days. Decisions pertaining to granting or denying these requests will be based upon appropriate staffing level needs to achieve customer service goals.

b. Employees may request leave without pay of 18 hours or less no earlier than 30 days in advance of the requested leave date. These requests will be approved or denied on a first come first served basis by the scheduling supervisor. Supervisors will make every attempt to respond to the request as soon as possible, but cannot guarantee disposition of the request unless it is requested 6 days in advance, in which case, the request will be approved or denied within 5 working days. Every effort will be made to respond to these requests even if submitted as late as 24 hours in advance. Decisions to grant or deny vacation time will be made based on staffing needs to achieve customer service goals.

c. If an employee requests leave without pay but that time is not available, the employee may request to be listed on the section calendar as “on standby”. If that time becomes available through the cancellation of approved leave without pay by a bargaining unit employee, the bargaining

unit employee who first requested stand-by status may be granted the time off.

d. If an employee requests leave without pay but that time is not available, the employee may find another bargaining unit employee who is willing to cover the time. Such arrangements require supervisory approval.

e. Decisions to grant or deny requests outside December Round will be made by the scheduling supervisor, taking into consideration staffing requirements needed to meet customer service demands for any particular day or week. The general rule will be to allow a maximum of 10% of FTE Customer Relations Representatives off on any given day. This guideline is for the total CRR complement and is not limited to Teamster employees.

Requests for employees making vacation plans requiring deposits and/or reservations more than 90 days in advance for the first quarter of the following year may be approved or denied on a case by case basis outside the process described above. These will be treated as exceptions and are expected to be rare. Employees who make vacation plans, deposits and/or reservations without first gaining approval do so at their own risk and will receive no special consideration.

C. UNSCHEDULED LEAVE WITHOUT PAY: EMERGENCY

Absence due to illness, maternity, adoption, death of an immediate family member, jury duty or witness in court, as defined below, shall not be counted against the annual leave without pay shift hours granted to each bargaining unit member.

a. Same Day Requests. The employee shall call the designated office number (scheduling supervisor) and either speak to the scheduling supervisor or leave a message to request approval for leave as early as possible to allow for reassignment of the work. The employee must talk to the scheduling supervisor no later than the scheduled start of the employee's shift. In the event that the scheduling supervisor is not available, the employee must speak to another supervisor in the Call Center. Requests shall not be considered as approved until approval is specifically granted by the responsible supervisor.

b. Verification for leave without pay for absence due to illness. For purposes of this Article physician shall mean licensed doctoral level health care provider who is providing the treatment. Verification of illness for other family members may include physician, school principle or designee, licensed day care provider, or other licensed health care professional. For purposes of this Article, family members are defined by FMLA.

Five (5) or more instances: An employee with five (5) or more instances of absence due to illness, either their own illness or that of a family member during the 12 month period beginning and ending with the employee's annual performance rating date, will be required to provide a physician's verification of illness and inability to work or provide verification of the illness of the involved family member.

Duration of Instance: In any instance of absence due to illness that exceeds three (3) consecutive workdays, the supervisor may ask for a physician's verification.

Usage of greater than 80 hours: At any time during the 12 month period beginning and ending with the employee's annual performance rating date, when an employee's accumulation of absence due to illness usage totals 80 hours, either their own illness or that of a family member, regardless of the number of instances, the supervisor may review the usage and choose to request a physician's verification for any subsequent usage during the 12 month period.

Patterned usage: When an employee shows a pattern of usage of absence due to illness as evidenced for example by a frequency or pattern contiguous to weekends, holidays, or vacation, a physician's verification of illness and inability to work will be required after three (3) instances during the 12 month period beginning and ending with the employee's annual performance rating date.

If future state law provides for paid sick leave for bargaining unit employees, then medical certification requirements in this article shall apply to such paid leave.

D. OTHER LEAVES

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

b. Witness In Court**.** When an employee is called as a witness in a private case, he is not paid unless the call arises from his City employment or as a result of a subpoena issued by the Prosecutor's office or the Police Division for a work related activity (e.g., Employee observed an accident while on the job; testifying from official records). Witness fees must be

turned into the department for deposit with the City Treasurer if the employee is paid his regular salary.

c. Corrective Action For Abuse**.** It is understood that the City retains its rights to utilize corrective action in cases of abuse which have been documented and investigated.

ARTICLE 24
PERFORMANCE INCENTIVE PAYMENT

All non-probationary bargaining unit employees shall be paid $200.00 annually provided they received a Meets Expectations/Valued Employee rating on their most recent annual performance evaluation or $350.00 provided they received an Exceeds Expectations on their most recent annual performance evaluation.

Performance incentive payments shall be paid on or about the first day of December of each year with a regular paycheck.

In case of the employee's resignation with proper notice, death or retirement, the performance incentive payment shall be pro-rated with the amount based on the most recent annual performance evaluation on file.

Applies beginning with the 2008 performance evaluations. All performance incentive pay will be eliminated effective January 1, 2015.

ARTICLE 25
TUITION REIMBURSEMENT

Bargaining unit employees who are regularly scheduled to work 28 hours are eligible for 100% tuition reimbursement for achieving a grade of A in an approved course, 80% tuition reimbursement for receiving a grade of B in an approved course, and 60% tuition reimbursement for achieving a grade of C in an approved course. In courses that are graded on a pass/fail basis, 80% tuition reimbursement will be granted for a passing grade, and 0% tuition reimbursement for a failing grade. Reimbursement for up to six credit hours is available per academic session under the following conditions:

A. The employee has completed his/her probationary period or six months of employment, whichever comes first, before the course begins.

B. The education or training is obtained from an accredited school during non-working hours. An agency may allow courses to be taken during work hours, provided vacation time is used.

C. The course is job-related to the employee's current position or to his future City development and promotion.

D. Request for reimbursement is filed before course registration using the designated form. The reimbursement is only for tuition expenses and approved lab courses. Any monies received through grants and /or scholarships that reduced the employee's tuition expenses will mean that the amount reimbursable is equally lowered. It is not intended for an employee to receive reimbursement for tuition in excess of the employee's cost of the tuition. Lab fees, etc. are not reimbursable. Funds from the Agency's budget must be available. If authorized by his or her department, an employee may receive 60% of the reimbursement amount upon course approval by the Human Resources Director. The balance shall be reimbursed at course completion based on grade achieved.

E. A receipt of tuition payment and a grade report is submitted within 30 days after the academic session ends. A grade of at least "C" or equivalent must be achieved in each course.

F. The Human Resources Department will monitor for consistency and fairness, and will meet with Teamsters and employees when requested. Final determination regarding course relatedness or accreditability shall be made by the Human Resources Director.

G. The rate of reimbursement shall be capped at the undergraduate credit hour rate at the University of Cincinnati. In no event shall an employee be reimbursed for more than twelve (12) quarter hours or eight (8) semester hours per calendar year.

H. Employees will be required to remain employed with the City for a minimum of two (2) years after receipt of the last reimbursement payment. If an employee leaves City employment prior to the expiration of that two (2) year period, he/she will be required to refund the City a pro rata amount. Exceptional cases will be reviewed by the Human Resources Director on a case-by-case basis

ARTICLE 26
LABOR MANAGEMENT COMMITTEE

The City and the Union will meet regularly as necessary. At least ten (10) days prior to the meeting date, an agenda will be submitted by either party outlining the items to be discussed. The purpose is to maintain open communications between the parties.

ARTICLE 27
PERFORMANCE REVIEW

The City and the Union jointly recognize the importance of a fair, objectively based performance review system. They further recognize that such a system is important in developing a high performance work environment. A supervisor must discuss the performance expectation with the employee at the beginning of the evaluation period and keep the employee informed of his/her progress throughout the rating period. Every bargaining unit employee must be given a performance rating once a year.

Performance ratings will be given to employees in a timely manner. If not done timely, employees who are due a step increase with their performance review shall receive the step increase retroactive to their performance review date.

A salary step up if applicable will only be granted to employees who achieve an overall "Meets Expectations" or higher rating on their performance review.

Employees who receive an overall "Does Not Meet Expectations" rating on their performance review may grieve the rating through the grievance process beginning at Step 2 through Step 3.

Employee evaluations not completed within 30 days of the due date will automatically receive a "meets expectations" rating.

ARTICLE 28
NEW PART TIME CLASSIFICATIONS

The City shall promptly notify the Union of its decision to create any new part time classifications within the Greater Cincinnati Water Works pertaining to work of a nature performed by employees in the bargaining unit. If the new part time classification is a successor title to a part time classification covered by the Agreement and the job duties are not significantly altered or changed, the new part-time classification shall automatically become a part of this Agreement. The City and the Union shall meet to negotiate the appropriate wage rate.

ARTICLE 29
FILLING VACANCIES

All new employees who take a bargaining unit position after the ratification of this Agreement cannot voluntarily transfer or otherwise leave the position for another City position for at least 12 months from the first day in the new position.

ARTICLE 30
DURATION OF AGREEMENT

This Agreement shall become effective on (October 27, 2013), and shall continue in full force and effect to and including October 22, 2016, and this Agreement shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate this Agreement is served by either party upon the other at least sixty (60) days prior to the aforementioned expiration date or at least sixty (60) days prior to the annual expiration date of any subsequent year.

In Witness Whereof, the parties hereto have duly executed this Agreement on the 27 day of November 2013.

For Teamsters Local 100:

11-26-13

Sam Bucalo, Secretary/Treasurer

11-26-13

John Darwish, Elected Union Steward of Customer Service Representatives, Teamsters Local 100

For the City of Cincinnati:

11/27/2013

Andrew Dudas, Senior Management Analyst

11/27/13

Brian Gay, Senior Management Analyst

11/27/13

Thomas Seward

Senior Human Resources Analyst

For the City of Cincinnati:

11/26/13

Milton Dohoney, Jr., City Manager

Georgetta Kelly, Director of Human Resources

Nancy Olind, Assistant Director of Human Resources

Kay Bolden, Supervising Management Analyst

11/26/13

Amy Reineke, Senior Administrative Specialist, Water Works

11-26-13

Mimi McGarry
Customer Contact Center Manager
Water Works