# Agreement

# Between

# The American Federation of State, County, and Municipal Employees

# And

# The City of Cincinnati Municipal Workers

# Local 250

March 15, 2015 – August 13, 2016

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## Article 1 Purpose

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and all governmental administrative rules and regulations which have the effect of law, except as otherwise may be superseded or amended by the parties to this agreement according to the terms, conditions and provisions herein, as adopted pursuant to the authority granted under Ohio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

## Article 2 Recognition

In accordance with the SERB certification in case # 2010-REP-08-0134, the Union is hereby recognized as the sole and exclusive bargaining agent for all Municipal Workers in the below Department and Divisions of the City of Cincinnati who are under the City Manager or independent Boards and Commissions in all matters of wages, hours and conditions of work.

Included:

All Municipal Workers of the City of Cincinnati in the Public Services Department, Recreation Department, and Parking Facilities Division.

Excluded:

All management-level, supervisory and confidential employees as defined in the Act; all students, all seasonal and casual employees as defined by the Board; and all employees that are represented in another bargaining unit.

It is understood that all agency personnel regulations will be in conformity with any law, administrative code, ordinance and State or Federal laws.

## Article 3 Non-Discrimination

A. Both the City and the Union hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of age, gender, sexual orientation, transgendered status, marital status, disability, religion, race, color, ethnicity, national origin, Appalachian regional ancestry, and HIV status. For the purpose of this Article any form of sexual harassment shall be considered unlawful sex discrimination.

B. There shall be no discrimination or retaliation toward employees by virtue of participation or nonparticipation in Union affairs.

## Article 4 Union Dues and Fair Share Fee

A. The City shall deduct bi-weekly dues from the pay of employees in the bargaining unit covered by this Agreement upon receipt from the Union of individual written authorization cards executed by an employee for that purpose and bearing his signature. Amount of bi-weekly dues shall be certified to the City by the Treasurer of the Local Union once per year. Such authorization is irrevocable for the term of this Agreement except that an employee shall have the right to revoke such authorization by giving written notice to the Director of Finance of the City and the and the Treasure of the Local Union during the first ten (10) days of the thirty (30) day period preceding the termination of this Agreement.

B. All deductions under Paragraph A of this Article, accompanied by an alphabetical list of names and addresses of all employees by Local Union who fees and/or dues have been deducted, shall be transmitted to the Controller of Ohio Council 8 at 6800 North High Street, Worthington, Ohio 43085-2512, on the fifth day following the end of the pay period in which the deduction is made.

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

D. 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 effective sixty (60) days from the employee's date of hire. The bi-weekly fair share shall be certified to the City Treasurer by the Local Union. The deduction of the fair share fee from the earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. Payment to the Union of fair share fees shall be made in accordance with this Article.

E. The Union will indemnify and save the City harmless from any action arising from the deduction of the fair share fees as agreed in this Article commenced by an employee or any other individual against the City or the City and the Union jointly.

F. On an annual basis, the Union will provide the City a copy of its fair share fee procedure notice not later than 60 days following the completion of the Union's annual fair share fee arbitration case. The Union's Law Department will provide the City a legal opinion stating that the Union's fair share fee procedure meets all applicable legal and constitutional requirements.

## Article 5 Management Rights

Unless the Employer has specifically set forth in this Agreement a limitation upon the Employer's right or duty to manage the Authority, the Employer shall retain all rights imposed upon it by law to carry out the administration of and management of the Authority. The right to manage shall include, but not be limited to:

A. The right to direct, supervise, hire, promote, transfer, assign, schedule and retain Employees, and also to suspend, discipline and discharge for just cause.

B. The right to relieve Employees from duty and to exclusively determine the need for any layoff or reduction in force, and to determine the number of personnel needed in any agency or department, or to perform any function, to determine services to be rendered, the operations to be performed, the utilization of technology, and overall budgetary matters.

C. The right to purchase equipment, materials or services, or to contract or subcontract for services.

D. The right to determine the appropriate job classifications and personnel by which operations are to be conducted, to determine the overall mission of the Authority, to maintain and improve the efficiency and the effectiveness of operations.

E. The right to make reasonable rules to regulate the work force, to establish and amend personnel policies and procedures relating to any matter which is not specifically set forth in this Agreement.

F. The right to take any necessary actions to carry out the mission of the Authority in situations of emergency, and take whatever actions may be necessary to carry out the wishes of the public not otherwise specified above.

G. Except where limited by expressed provisions elsewhere in the Agreement, nothing in this Agreement shall be construed to restrict, limit or impair the City to manage its affairs in all respects.

## Article 6 AFSCME Communications

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

Appropriate items for communications under this section shall be:

A. Notices of Local elections
B. Notices of Local meetings
C. Notices of Local appointments and results of elections
D. Notices of Local recreational and social affairs
E. Local or Ohio Council 8 newsletters (newsletters may be distributed at a central location for different sections from a local member at their work site)
F. Local Officer and/or Steward lists/contact information
G. Matters of agreement interpretation
H. Matters of agreement enforcement
I. Such other notices as may be approved by the Human Resources Director or the Department Director for the City.

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

All e-mails sent and notices posted on the bulletin boards must be authorized by a Local President or an official representative of Ohio Council 8. Union business conducted under this Article is subject to the provisions of Article 7.

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

## Article 7 Union Visitations

With approval of the agency head or his authorized representative, Union President, Vice-President or Steward shall be permitted reasonable access to the City work areas in order to represent employees at pre-disciplinary meetings, to participate in discussions with supervision for the purpose of resolving issues, and represent employees during grievance meetings. Union visitation will not disrupt the work being performed by the bargaining unit member. Union representatives may visit with bargaining unit members during lunch and breaks, once the agency head has approved their visit.

## Article 8 Union Representation

The City recognizes the right of the Union to select one Union President, one Vice President, and Stewards. The Union shall furnish the names of its President, Vice-President, and Stewards to the Department Head and/or City Human Resources Department upon request and when there is any change to its personnel.

A. **Authorized Union Representatives:** Employees of the City who are recognized as representatives of the Union and who are authorized to conduct Union business on City time as specified in this Article is limited to the President, the Vice-President and Stewards. The Union is permitted one Steward per department (e.g. Public Services Department, Recreation Department). A greater number of Stewards may be permitted, however this must be agreed to by the Director of Human Resources on an annual basis.

B. **Paid and Unpaid Union Time:** The maximum amount of time permitted for paid Union leave per contract year shall be 150 hours (bank of hours). The usage of this leave time shall be increments of no less than ½ hour.

Time spent by the President, Vice President, and Stewards will be deducted ("chargeable time") from the paid time bank of hours when they are for any of the following:

- Filing grievances, or meeting with employees to discuss matters which may lead to a grievance.
- Participation in formal grievance meetings (meetings to informally resolve grievances will be non-chargeable)
- Any other time unless expressly permitted in this article as a non-chargeable activity.

Not to be deducted ("non-chargeable time") from the paid-time bank:

- Attendance at pre-disciplinary meetings for the purpose of representing employees.
- Attendance at meetings when invited by the City Manager or his/her designee(s).
- When invited by management to assist in the resolution of an issue.

C. **Negotiations**: The number of persons permitted to participate in the Union's Negotiating Committee shall not exceed four (4), but may be less than four (4). These persons will be limited to the President, Vice President, and no more than two (2) Stewards. Approved

time off for the deliberations may not begin prior to one (1) month before the contract expiration date.

Paid time off to prepare for negotiations prior to the expiration of the contract will not exceed a combined 40 hours for all persons on the Union's Negotiating Committee. The Union may request additional time off (beyond the 40 hours) for the purpose of preparing for negotiations; however, this time will be unpaid and must be approved by the Human Resources Director or his or her designee. Time spent in the negotiations will not be deducted from the paid time bank.

D. **Other Uses of Time**: The President, Vice President, and Stewards may participate in LMC meetings; however, this number shall not exceed a total of four persons. The Union may request of the Department Head(s) that the number of persons be increased, on a per-meeting basis. Participation in LMC meetings will not be deducted from the paid time bank.

   When the administration requests the President or Vice President participate in a leadership role for any of the following fund-raising initiatives, time spent will not be deducted from the paid time bank: United Way, Community Shares, ArtsWave, and the United Negro College Fund.

   Any other business other than that mentioned above shall not be conducted by a President, Vice President, or Steward on City time. Time spent by a President, Vice President, or Steward, or any bargaining unit member conducting Union business outside their regularly scheduled duty hours shall not be considered time worked for any purpose, nor shall it be compensated by the City in any way. No Union matter of an internal nature shall be conducted during work hours, and if this rule is violated, the time will be unpaid.

E. **Approval for Union Release Time**: The President, Vice Presidents, and Stewards shall not conduct Union business on City time without permission of the immediate supervisor. Permission shall not be unreasonably denied and the Union shall furnish the nature of the Union business in order to ensure that it is a permissible use of chargeable or non-chargeable Union time under this Article (e.g., grievance meeting, Pre-D meeting, etc.).

   The President, Vice President, or Steward must inform the supervisor of when they would like to leave and give an approximate time of return. If the President, Vice President, or Steward is unable to return at the time previously given, a call must be made notifying the supervisor of additional time needed.

   Additionally, the President, Vice President, and Stewards shall be required to complete a Form 25-S per daily use of paid or unpaid Union time. The Department will determine if the time away from work qualifies as paid or unpaid time, as it is defined in this article. Any dispute regarding whether time shall be paid or unpaid shall be decided by the Human Resources Director.

   Information in the 25-S must provide sufficient information for the department to determine if it is a permissible use of time. The President, Vice President, and Stewards

will not be required to account for time used that is de minimus in nature (of a short duration of five (5) minutes or less). Form 25 is for the purpose of preparing for, or participating in negotiations and is be submitted to the Human Resources Department.

Upon request the City shall provide to the Union a written itemized accounting of paid Union time. These requests shall be limited to once per month.

F. **Access to Work Areas**: Visits by any Staff Representative of Ohio Council 8 to any work site must be pre-approved by a Department Head or the Director of Human Resources or his or her designee. When a Steward, a representative of Ohio Council 8, or the President or Vice President of the Union receives permission to conduct Union business (in accordance with this article), they may meet with employees provided that such meetings do not interfere with work time or work assignments. Any suspected abuse of this privilege shall be resolved through a meeting with the Department Head and/or Human Resources Director and the Union.

G. **The Role of Stewards**: Stewards shall be limited to the following matters within their respective departments. Only one (1) M.W. Union Representative may be present at any of the events enumerated in (a) through (d) below, unless they are a witness or a grievant.

(a) Investigating and filing grievances at Step one;
(b) Attend steps one and two grievance meetings for the purpose of representing the employee;
(c) Attend investigatory interviews of the employee who is the focus of an investigation;
(d) Attend pre-disciplinary meetings in the place of the Union President or Vice President.

The Union President and/or Vice President may participate in all grievance meetings. During the pre-disciplinary meetings, only one Union representative (the President, Vice President, or Steward) may participate.

## Article 9 Probation Seniority and the Filling of Full-Time Vacancies and Promotions

The parties recognize that bargaining unit employees are part-time unclassified employees whose hours are limited to 1560 hours per calendar year (the 1560 hours shall not be construed as a 1560-hour guarantee). Employees may work on a year-round part-time basis or on "seasonal" full-time (40-hour per week) basis, or some combination of the two.

Any employee who is not actively employed for 90 days or more (offseason) shall serve a probationary period of 90 calendar days upon return to active employment. Employees serving a probationary period may be terminated without a pre-disciplinary meeting and may not grieve or appeal the dismissal to the Civil Service Commission. At the end of each season seasonal

employees are eligible for rehire the following year/season once they have passed the probationary period. Should an employee be unable to complete their probationary period due to budgetary reductions in force, the employee will be restored to the seniority list.

Employees who are eligible for rehire shall be rehired if sufficient funding exists. If the Department is able to rehire employees, they will be rehired by bargaining unit seniority within the Department (most senior will be rehired first). An employee's bargaining seniority date will be the first day the employee worked for a Department as a Municipal Worker. If two employees both started the same day, the tie will be broken by the earlier time-stamp date on their application for employment. Seniority begins on the first worked day as a Municipal Worker in the applicable department. Municipal Worker Seniority may not be carried to another department if transferred.

Bargaining Unit Seniority shall be broken by:

A. Failure of initial probation or probation upon rehire;
B. Declining offer of rehire or failing to complete rehire process;
C. Termination for just cause;
D. Medical Separation; and
E. Resignation, except that an employee who resigns and returns to work within 12 months will have their seniority date adjusted to reflect their time away from work.

Employees are responsible for maintaining current contact information, including a working phone number, with the Human Resources Section of their department. Failure to do so may result in not being rehired. The City is not obligated to rehire any past employee who it is unable to reach.

Employees may be required to provide a driver's abstract and police report at their own expense each time they are rehired, any may be required to undergo an interview(s).

Employees may be required to undergo a return-to-work drug screen prior to rehire each year.

Filling of Full-Time Vacancies:

- When the Public Services Department, Recreation Department, or Department of Parking Facilities decides to fill a vacancy in the full-time unskilled labor classification, the most senior Municipal Worker within those three departments shall be promoted. To be considered for the position, one must be in good standing and meet the qualifications of the position. If the most senior employee who is promoted does not hold a CDL, and the vacancy is in a Department that requires a CDL for the position, the Department requiring the CDL will allow the employee to obtain the necessary CDL before the end of the employee's initial probationary period. If the employee fails to obtain the CDL prior to the expiration of his/her probationary period and there are no other performance related issues, the employee shall be returned to a Municipal Worker position.

If a Municipal Worker is offered full-time employment, it shall be contingent upon passing a pre-employment physical conducted by the City physician or a designee, including a pre-

employment drug test and, if deemed necessary by the Department, a criminal background check(s), (local-county(s), state-BCI & sometimes national-FBI.

## Article 10 Hours of Work and Overtime

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. When practicable, supervision will provide at least one week 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 a.m. Sunday through midnight Saturday).

## Article 11 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, suspension or dismissal. In addition, corrective action may include reduction of pay within the pay range upon mutual agreement by City and Union.

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. The employee shall be entitled to Union representation. In cases of serious misconduct, an employee may be suspended without pay pending a pre-disciplinary meeting. Such discipline shall be subject to the grievance procedure.

C. 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.

D. Discipline shall be issued in writing and delivered in person or mailed to the employee, with a copy to the Local 250 President.

## Article 12 Grievance – Arbitration

The City and the Municipal Workers strive to promote ethical, positive and cohesive labor/management relations and to maintain a professional interaction among all members of management, Union officials and employees. Therefore, the parties are highly encouraged to resolve grievances through discussions as defined herein.

A grievance is an allegation by an employee(s), or the Union that the terms of the Agreement between the Union and the City have been violated or misrepresented. Grievances must site the specific article(s) and sections that the City has allegedly violated in the agreement. The written grievance must also include the remedy sought to correct the alleged grievance. The grievance process is not to be used for matters unrelated to this Collective Bargaining Agreement (e.g. FMLA, ADA, etc.).

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

A failure of probation, consultations, and oral reprimands are not appealable through the Grievance Procedure. The City and the Union agree that, unless otherwise stated within this Agreement, grievances filed over a disciplinary action greater than a written reprimand shall be initiated at step 2 of the grievance procedure.

When a grievance arises, the following procedure shall be followed:

**Step 1.** If there is an employee(s) who believes they have been aggrieved, he/she with the President or Vice President, or a steward shall first notify their immediate supervisor/manager of a potential grievance within ten (10) working days of the date the employee becomes aware of the incident precipitating the grievance. The employee should notify the supervisor/manager as soon as possible so that the parties can attempt to informally resolve the matter.

If the matter cannot be resolved informally then the employee shall submit the grievance, however it must still be submitted to the Department Head within the aforementioned ten work (10) days. The Department Head will then meet with the grievant and a Union official (President, Vice-President, or Steward) to discuss the grievance within five (5) work days, unless the Department requests an extension. All such extensions must be in writing and shall not be unreasonably denied. The Department Head will respond in writing within five (5) working days after the grievance is submitted.

**Step 2.** If the grievance is not satisfactorily settled at Step 1, the Union may, within five (5) working days after the receipt of the Step 1 answer, appeal the grievance to the Human Resources Director. The Human Resources Director or his/her designee shall meet with the Union's President, Vice President, and Staff Representative within 15 work days in an attempt to resolve the grievance. A written answer shall be given to the Union President and Staff

Representative, stating the reasons for granting or denying the grievance within ten (10) working days of the Step 2 meeting.

**Step 3. Arbitration.** Grievances which are subject to arbitration and have not been satisfactorily resolved at Step 2 may be submitted to arbitration upon request of the Union in accordance with this Section of this Article. The City and the Union agree to use the same panel of arbitrators that are currently in place with AFSCME Ohio Council 8, and Locals 190, 223, 240, 250, 1543, and 3119. The parties further agree to select arbitrators from this panel to hear grievances on a rotational basis in reverse alphabetical order (using last names).

Within fifteen (15) calendar days from the date of final answer on such grievance under Step 2 in the grievance procedure, the Union shall notify the City of its intent to seek arbitration over an unresolved grievance. Any grievance not submitted within the fifteen (15) calendar days period described above shall be deemed resolved based on the last answer given by the City or its representative(s). The Union shall schedule a date with the arbitrator and the City within thirty (30) calendar days after notification of a request to arbitrate has been sent to the Director of Human Resources.

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 Department of Human Resources fails to answer a grievance in a timely manner, the Union may move the grievance to the next step of the grievance procedure.

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 costs of the services of the arbitrator, if any, or hearing room, shall be borne equally by the parties. The expenses of any non-employee witnesses, if any, shall be borne by the party calling them.

The parties will share other expenses only if agreed upon in advance of the hearing. The fees of the court reporter shall be paid by the party asking for one; provided, however, that such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts.

The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case to him (unless otherwise agreed to by the parties). The Union may withdraw its request to arbitrate at any time prior to the actual hearing. The party canceling the arbitration shall pay any applicable cancellation fee due the arbitrator. The withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any other grievances.

Any bargaining unit member whose attendance is required for such hearing shall not lose straight time pay or benefits to the extent such hearing hours are during normally scheduled working hours on the date of the hearing.

For the purpose of this Article, a Union Grievance/Policy Grievance/Class Action shall be synonymous, and shall mean a grievance which affects more than one (1) Union member. A Union Grievance/Policy must initially be presented by the Union to the Department Head. Only the Union President or Vice-President may file and represent a Union Class Action grievance on behalf of the affected employees (Stewards may not). One employee that the matter concerns may be present at any of the grievance steps/meetings.

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.

## Article 13 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, (e.g., Employee observed an accident while on the job; testifying from official records). Testimony given in a court appearance on the employee's off-duty time is paid for by compensatory time off. Witness fees must be turned into the department for deposit with the City Treasurer if the employee is paid his regular salary.

## Article 14 Uniforms

Any City agency requiring employees to wear safety equipment or uniform items shall provide such items at no cost to the employee.

## Article 15 Mileage

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

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

## Article 16 Residency

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

## Article 17 Submission to Council

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

## Article 18 Wages and General Wage Increases

The hourly range for Municipal Workers in the bargaining unit shall be $8.10 to $11.16.

Active Municipal Workers in the bargaining unit will receive the same general wage increase to be paid at the same time as the larger AFSCME group. (The first pay period of August 2015).

During the month of January, Departments will determine the starting rate for new Municipal Workers hired during the year and will communicate this to the Union.

## Article 19 Unpaid Leave

Municipal Workers shall receive on an annual basis up to five unpaid days of leave time. These days will be used in whole-day increments; partial days (e.g., half day, two hours, etc.) will not be permitted. Employees are required to give their department prior notice, unless the request for unpaid leave is due to a situation that could not be reasonably anticipated. Employees shall furnish satisfactory documentation if an unanticipated absence falls on a holiday or the day after a holiday.

## Article 20 Layoffs

In the event that the City needs to lay off personnel in the bargaining unit (other than end of season layoffs), it will do so by seniority within an employing unit (e.g., Recreation Department, or Public Services). Within the Recreation Department, the indoor (Custodial Staff) and outdoor maintenance sections will be treated as separate employing units for the purpose of layoffs. Employees and the Union President shall be notified of the layoff no less than fourteen (14) calendar days in advance of the effective date of the layoff.

Employees will be recalled in reverse order of seniority within the same categories for layoff. Recall shall be initiated by telephone. Employees shall be required to maintain an up-to-date telephone number with the City if they are interested in being recalled. The names of persons who the City could not reach for the purpose of recall will be given to the Union President. Persons wishing to return to duty must contact the Department within the five (5) days of the Department giving the Union President the list of names.

## Article 21 Legality

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

## Article 22 Call-Out Pay

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 23 P.E.O.P.L.E. Check-Off

The City agrees to check-off employee deductions to Public Employees Organized for Political Legislative Equality (P.E.O.P.L.E.)

## Article 24 Credit Union, Payroll Deduction and Direct Deposit

City employees may join the Municipal Credit Union at any time. Savings or repayment of loans may be by payroll deductions. The City will make direct deposits to the Credit Union or any established bank at the request of the employee.

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

## Article 25 Successor Agreement

It is recognized that the City may transfer, subcontract, sell, conveyor lease city services to other political subdivisions (public employer) or private contractors or buyer. 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 except that this notice requirement shall not apply in cases of (i) emergencies or (ii) where the City could be harmed by having to comply with the thirty (30)-day notice requirement due to unforeseen circumstances. 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.

The Union may request a meeting with the Director of the Department of Human Resources or designee and the City Manager or designee for discussion of the subcontracting decision. The Union shall be permitted at such meeting to provide evidence that it would be more cost effective for the City to continue to utilize employees of the bargaining unit to perform the work in question. The City will not unreasonably deny requests for these meetings. It is at the sole discretion of the City Manager to determine whether to transfer, subcontract, sell, conveyor lease any and or all of the operations related to work performed by the bargaining unit members covered by this Collective Bargaining Agreement.

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

In the event the City plans to close a work unit, which contains bargaining unit employees, it will

notify the Union at least 30 days in advance of the closing and meet with the Union immediately to discuss the reason for the closing and status of bargaining unit employees.

## Article 26 Integrity of Agreement

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

## Article 27 Duration

Section (1) This Collective Bargaining Agreement by and between the City of Cincinnati, Ohio and AFSCME Ohio Council 8, Local 250 Municipal Workers shall be effective 03/15/2015 and shall continue in effect until 08/13/2016.

Section (2) If either party desires to modify or amend this Agreement, they shall give written notice of such intent no earlier than (90) ninety calendar days prior to the expiration date of this Agreement. Such notice shall be delivered via certified mail with return receipt.

**IN WITNESS WHEREOF, The Parties hereto have duly executed this Agreement:**
**August Day of 31, 2015.**

**For the Union:**
**AFSCME Ohio Council 8**

Renita Jones-Street, Regional Director

Maurice Brown, President Local 250

Kelly Malone, Vice-President Local 250

**For the City of Cincinnati:**

Joe D. Wilson, Division Manager - Employee Services

Maraskeshia Smith, Interim Director – Public Services

Augustine Giglio, City Law Department

Andrew Dudas, Budget Department

Harry Wood, Recreation

Doris Simmons, Recreation

Bob Schroer, Parking Facilities