



Collective Bargaining Agreement

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11/19/2013

By and Between the City of
Cincinnati and Cincinnati
Organized and Dedicated
Employees, Inc.

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PREAMBLE AND PURPOSE

In order to enhance the relationship between the City of Cincinnati, hereafter referred to as the City, the Cincinnati Organized and Dedicated Employees, hereafter referred to as CODE, and the members of the CODE bargaining unit, the City and CODE have jointly agreed to the following statement of purpose for this Agreement.

It is in the best interests of the City and CODE to jointly:

- A. Encourage a spirit of unity and cooperation of employees of the City of Cincinnati, Ohio, at all levels;
- B. Improve city services to the citizens of the City of Cincinnati, Ohio, and the businesses located in the City of Cincinnati;
- C. Provide the opportunity for the exchange of ideas and information relating to civil service as a career;
- D. Represent its members and other persons in the bargaining unit, in the negotiation of benefits, wages, and terms and conditions of employment;
- E. Work to ensure that this Agreement is administered in such a way as to foster trust and a positive relationship between the City and CODE;
- F. Promote the welfare of its members and foster respect and professionalism throughout all levels of City government.

ARTICLE 1 RECOGNITION & REPRESENTATION

Section 1.1 Recognition

The City recognizes Cincinnati Organized and Dedicated Employees, Inc. (CODE) as the exclusive collective bargaining representative for the unit consisting of all regular full-time (at least three quarter time) and part-time (less than three quarter time) employees in classifications listed in Attachments A and B of the State Employment Relations Board (SERB) certification of election results and of Exclusive Representation dated November 6, 2003, in SERB Case No. 02-REP-11-0239. Excluded from the unit are all other employees, including, but not limited to, elected officials, Directors, Deputy Directors, Superintendents, Assistant Administrators, Assistant Superintendents, all employees of the Mayor's Office and City Council, and select persons in classifications which deal directly with collective bargaining issues (the specific classifications and select persons so excluded from the unit as of November 6, 2003, are listed in Attachment C of the SERB Certification dated November 6, 2003, in SERB Case No. 02-REP-11-0239); all employees represented for purposes of collective bargaining in other bargaining units; and any supervisory, managerial, administrative, or confidential positions the same as or similar to those listed in Attachment C of the SERB Certification dated November 6, 2003 in SERB Case No. 02-REP-11-0239.

Appendix A, attached hereto, is a list of the classifications included and the classifications excluded from the bargaining unit.

Section 1.2 New Classifications

The City shall notify CODE within 10 working days of its decision to create any new classifications pertaining to work of a nature performed by employees in the bargaining unit. If the new classification is a successor title to a classification covered by the Agreement and the job duties are not significantly altered or changed, the new classification shall automatically become a part of this Agreement.

Section 1.3 Excluded Classifications

The City will notify the Union when a specific position will be excluded from the bargaining unit in accordance with the law. The Union may request a current list of excluded positions at any time.

ARTICLE 2 DEFINITIONS

This agreement shall incorporate the definitions enumerated below:

Appointing Authority: means an individual, officer, commission, agency, board or body having the power under the Charter or Cincinnati City Codes of appointment to, or removal from, a position with the City.

City: means the City of Cincinnati, Ohio and its authorized representatives.

CODE: refers to Cincinnati Organized and Dedicated Employees and its authorized representatives.

CODE Employee: means any member of CODE or any City employee paying a the Fair Share Fee according to Section 3.3 of this Agreement.

Compensatory Time: means time off with pay for authorized overtime worked in lieu of hourly wages, calculated in accordance with Article 15 of this Agreement.

Continuous Service: means an employee's length of service as a full-time employee of the City uninterrupted by a separation from City employment; provided, however, time in unpaid status and/or part-time status shall not be included in length of service.

Day: means calendar day unless otherwise specified.

Demotion: means a change to a classification which has a lower rate of pay.

Fair Share Fee Payers: means any member of the bargaining unit who is not a member of CODE.

Full-time Employee: means a bargaining unit employee who is hired to perform duties for the City according to an established work schedule of at least $\frac{3}{4}$ time.

Member: means only a person included within the bargaining unit as defined in Section 1.1, unless in the context of the language concerned, a different meaning is clearly apparent.

Memorandum of Understanding (MOU): is an agreement between CODE and the Agency, negotiated between CODE and the City. Such Memorandum of Understanding covers in detail the respective Agency's personnel and operational regulations, which are peculiar to the responsibilities assigned to that particular Agency. Such Memorandum of Understanding shall be agreed to between CODE and the Agency Head and approved by the Human Resources Department.

Part-time Employee: means employees working a schedule less than $\frac{3}{4}$ time.

Pay Period: means a recurring two week calendar period as designated by the City.

Position: means any office, employment, or job calling for the performance of certain duties and the exercise of certain responsibilities by one individual. A position may be vacant, occupied part-time, or occupied full-time.

Resignation: means the voluntary termination of employment of an employee, or unauthorized leave for three consecutive workdays.

Retirement: means separation from City service which is not caused by resignation, layoff or discharge, with application for retirement benefits.

Representative: means a person designated by the President or his/her designee, pursuant to this Agreement, to represent the bargaining unit members.

Seniority: means an employee's uninterrupted length of continuous service within the City, department, division, work unit, or job classification, depending upon the issue involved.

Shift: means the employee's regularly scheduled hours of work. In areas with multiple shifts or twenty-four operations, the early morning shift hereinafter is referred to as the first shift, the late afternoon shift hereinafter is referred to as the second shift, and the late evening shift hereinafter is referred to as the third shift.

Unclassified Employee: means employees in classification and positions as defined in the Ohio Revised Code.

Unpaid Status: means time an employee is on unpaid suspension, on leave without pay or is absent without leave. Leave without pay status resulting from either injury received in the line of duty, approved disability coverage (after serving the requisite waiting period), or approved paid leave activities related to City-employee relations shall not be considered to be unpaid status.

Workday: means working time assigned or approved by the Appointing Authority in any twenty-four hour period.

ARTICLE 3 CODE SECURITY AND RIGHTS

Section 3.1 Payroll Deduction

The City shall deduct biweekly CODE dues from the pay of each employee in the bargaining unit who has filed with the City a payroll deduction authorization. The City will honor all executed payroll deduction authorization forms at the next deduction date which is at least 15 days from the date the executed authorization form is received by the City.

Total deductions collected for each biweekly pay period shall be remitted by the City to the Treasurer of CODE together with a list of employees for whom dues have been deducted not later than 10 days after the deduction is made. CODE agrees to refund to the employee any amounts paid to CODE in error on account of this dues deduction provision.

Dues shall be withheld and remitted to the Treasurer of CODE unless or until such time as the City receives a notice of an employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the employee's earnings after withholding all other legal and required deductions.

Information concerning dues not properly deducted under this Section 3.1 shall be forwarded to the Treasurer of CODE, and this action will discharge the City's only responsibility with regard to such cases; there will be no retroactive deduction of such dues from future earnings

The actual dues to be deducted shall be certified to the Finance Director by the Treasurer of CODE. CODE will give the City a 45 day notice of any change in the amount of dues to be deducted.

Section 3.2 Maintenance of Membership

Each employee who, on the effective date of this Agreement, is a member of CODE, and employees who become a member after the date, shall maintain membership in CODE provided that such employee may resign from CODE during the 30 day period prior to the expiration of this Agreement or after the stated expiration of this Agreement (without regard to extensions) and prior to the commencement of a new Agreement by giving written notification to the Director of the Department of Human Resources or designee and CODE 20 days prior to the effective date of the revocation. Upon resignation from CODE a bargaining unit member shall immediately pay the fair share fee as provided in Section 3.3. The payment of dues and assessment is uniformly required of the membership for the duration of this Agreement.

Section 3.3 Fair Share Fee

Any present employee who is not a member of CODE and all employees hired or entering the bargaining unit, after the effective date of this Agreement and who have not made application for membership shall, commencing 61 days after appointment to a classification in the bargaining unit or the effective date of this Agreement, whichever is later, so long as they remain non-members of CODE, pay to CODE bi-weekly their fair share of the cost of the collective bargaining process and Agreement administration measured by the amount of dues and other financial obligations uniformly required by members of CODE. Such fair share payments shall be deducted by the City from the earnings of such non-member employee(s) each pay period, and paid to CODE in accordance with Section 3.1. The Treasurer of CODE shall certify to the City, once annually, the amount that constitutes said fair share, and a detailed accounting of the manner in which fair share amount was established. The fair share amount shall not exceed the dues and financial obligations uniformly required by members of CODE.

CODE agrees to comply with its legal obligations to fair share fee payers. Further, it is agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of CODE with respect to fair share fee payers shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

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.

Section 3.4 CODE Communications

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

Appropriate items that may be communicated using City e-mail under this section shall be:

- (A) Notices of CODE elections;
- (B) Notices of CODE meetings;
- (C) Notices of CODE appointments and results of elections;

- (D) Matters of CBA interpretation and/or enforcement, when the City and CODE are in agreement, subject to approval by the Human Resources Director or designee;
- (E) Such other notices as may be approved by the Human Resources Director or designee.

Items specifically prohibited from this process include those that are derogatory, inflammatory, or disrespectful of individuals or organizations, or would violate Administrative Regulations, or the Human Resources Policies & Procedures (HR P&P).

Items that are neither specifically permitted nor specifically prohibited shall be submitted to the Human Resources Director or designee for prior approval.

Section 3.5 CODE Indemnification

Code agrees to indemnify and save the City harmless from any action growing out of deductions hereunder commenced under this Article 3 by an employee or anyone else against the City or the City and CODE jointly.

**ARTICLE 4
CODE REPRESENTATION**

Section 4.1 President's Authority

The President of CODE may appoint 1 CODE Representative for every 40 members of CODE, but no more than 3 CODE Representatives from any single department, for the purpose of representing bargaining unit members at investigatory interviews, provided that the representation is limited to the work location. All representation will be scheduled through the President, or Vice President(s) when acting in the place of the President. This will not preclude the ability of a representative to be contacted by a bargaining unit member for information.

Section 4.2 Representatives Authority

CODE shall provide the City a list of appointed CODE Representatives. The appointed CODE Representatives will not have the authority to deliver or file a grievance. Only the President or Vice President(s) may actually file, deliver, or process a grievance.

The President may designate up to three Representatives to represent a bargaining unit member at disciplinary or grievance hearings, except that the President or Vice President(s) may designate legal counsel to represent bargaining unit member(s) at a grievance or disciplinary hearing. In advance of any meeting (except arbitration) where the Union intends to have legal counsel present, it shall notify the City. With the approval of the City the Union may have more than three Representatives at any such meeting.

The performance of these duties shall not interfere with the normal work responsibilities of the representative, other than the President and Vice President(s).

Section 4.3 Release Time for President and Vice President(s)

The President of CODE, upon election to the post and as long as they continue in that post, will be permitted to devote as much time during the workweek to CODE matters, within the limitations set by this Section, while continuing in their City job classification. The CODE President's entitlement to their hourly wage, fringe benefits, and service accrual will continue as though they were performing their normal job-related duties.

The Vice President(s) of CODE, upon election to their posts and as long as they continue in those posts, will be permitted to devote as much time during the work week to CODE matters, within the limitations set by this Section, while continuing in their City job classification. The CODE Vice President's entitlement to their hourly wage, fringe benefits and service accrual will continue as though they were performing their normal job-related duties.

The President may designate person(s) who may participate in CODE business, attend educational seminars and conferences, and attend CODE training. Said person(s), within the limitations set by this Section, continue their entitlement to their hourly wage, fringe benefits and service accrual as though they were performing their normal job-related duties.

Any questions regarding the application of this article will be discussed between the President of CODE and the Director of Human Resources, or their designees.

Section 4.4 Access to Work

The President or Vice President(s) of CODE and representatives of CODE may consult employees in the assembly area before the start of and at the completion of the day's work. With the approval of the Division Head or designee, these same individuals shall be permitted access to work areas solely for the purpose of adjusting grievances, assisting in the settlement of disputes, or carrying into effect the provisions and aims of this Agreement. This privilege is extended subject to the understanding that such access will not interfere with work time or work assignments. Any suspected abuse of these privileges shall be resolved through a meeting of the City and CODE.

Section 4.5 Chargeable Union Time

Following the close of each contract year during the term of this Agreement (i.e., March 29, 2014, March 28, 2015 and March 26, 2016), CODE shall reimburse the City for chargeable Union time utilized during said contract year in accordance with the following schedule and terms:

- (A) Within 30 calendar days after the close of the contract year, the City shall supply CODE with a written statement of all chargeable Union time utilized within the preceding contract year and all time donated to the CODE donated time bank under section 4.6. Said statement shall include, at

minimum, a listing of each individual who utilized chargeable Union time and the number of hours utilized by each such individual during the contract year. CODE may request additional detail regarding usage of chargeable Union time, and the City shall reasonably cooperate to provide such detail to the extent it is available from the City's systems. For purposes of this section, any release time under sections 4.5 or 4.7, attendance at pre-Ds, attendance at grievance meetings (including informal or grievance avoidance), attendance at LMC or LMC sub-committee meetings, and any other release time approved by the HR Director or designee shall not be chargeable Union time. All Form-25s for non-chargeable Union time shall identify the management representative in the meeting, shall state the nature of the meeting, and shall be forwarded upon submission to a designated e-mail address established by the City Human Resources Department, or to the HR Director's e-mail address absent a designated e-mail address.

- (B) Within 30 calendar days after the City's delivery of the written statement referenced in 4.5(A), CODE shall advise the City in writing as to how CODE, in its discretion, will reimburse the City for all chargeable Union time utilized in the preceding contract year by: (i) stating how many hours will be deducted from the donated time bank provided for in section 4.8; (ii) how many hours will be paid for by CODE at the rate of \$31.00 per hour (which rate is the agreed-to approximate average hourly rate for CODE employees at the time this agreement was executed, and which shall not change during the term of this Agreement); and (iii) how many hours are to be deducted from Bargaining Unit members' vacation balances subject to a maximum of one hour per member of the Bargaining Unit per year.
- (C) Within 60 calendar days after the City's delivery of the written statement referenced in 4.5(A), CODE shall deliver to the City the payment due, if any, under section (B) above. The City shall advise CODE at least 14 calendar days prior to the pay date on which vacation will be deducted from Bargaining Unit members' vacation balances. No deduction from the vacation balance of a member of the Bargaining Unit shall result in a negative vacation balance.

Section 4.6 Donated Time Bank

Members of the Bargaining Unit may donate up to 40 hours of vacation and/or comp time or any combination thereof to the CODE donated time bank on or before the close of each contract year (i.e., March 30) during the term of this Agreement. CODE shall be entitled to use any or all of such donated time to reimburse the City for chargeable Union time under section 4.5(C). To the extent CODE does not utilize all of the time credited to the CODE donated time bank during a contract year, the unused time shall carry over to the following year up to 200 hours each year.

Section 4.7 Release Time for CODE Bargaining Team

CODE bargaining committee members who participate in negotiations with the City shall be compensated for time lost during regular working hours to attend such meetings, with all benefits, up to a total limit of 640 hours.

Section 4.8 Release Time for Grievance Meetings

Employee grievants and CODE representatives, when applicable, shall be given paid time off to participate in First Step informal discussions for the purpose of grievance avoidance, and First and Second Step grievance hearings/meetings if they are held at the request or consent of the City during the employee's working time. No other time spent on grievance matters shall be considered time worked for compensation purposes.

As long as the Appointing Authority, Manager/Supervisor, or designee determines that time spent on such activities will not interfere with normal work activity, the employee grievant may use vacation, compensation time, or unpaid leave for any other activities related to the investigation of, or preparation for a grievance hearing/meeting.

As long as the Appointing Authority, Manager/Supervisor, or designee determines that time spent on such activities will not interfere with normal work activity, the CODE Representative shall be released for such hearings/meetings or for any other activities related to the investigation of, or preparation for a grievance, or a grievance hearing/meeting. Time spent by the CODE President or Vice President in Grievance hearings/meetings is non-chargeable. If neither the President nor the Vice President is available, the Representative's time spent in the actual grievance meeting/hearing is non-chargeable. All other time spent during normal work hours by the President, Vice President, or CODE Representative investigating or preparing for a grievance is chargeable Union time, and any such time used shall be tracked and reported by the Union.

ARTICLE 5 RESERVATION OF RIGHTS

Section 5.1 Employee Rights

It is agreed that a number of terms and conditions of employment for employees in the bargaining unit are not specified in this Agreement. Therefore, except as may be specified elsewhere in this Agreement, as for any and all terms and conditions of employment not specified in this Agreement, no employee in the bargaining unit waives any individual right under City Charter; City Code; City rule or regulation; and state or federal statute, constitutional principle, or common law. To the contrary, it is specifically recognized that such individual employee rights remain unaffected by this Agreement, and that such individual employee rights are enforceable through normal Civil Service, regulatory, and/or judicial processes. Nothing in this Section 5.1 shall be construed to limit in any way the authority of the City to enact, modify or repeal any

City Charter or City Codes provision, ordinance, resolution, rule, regulation, policy or procedure.

Section 5.2 Management Rights

Except as specifically limited by the express provisions of this Agreement, the City retains all traditional rights to manage and direct the affairs of the City in all respects and to manage and direct its employees to unilaterally make and implement decisions with respect to the operation and management of the City in all respects, including, but not limited to, all rights and authority possessed or exercised by the City prior to the City's recognition of CODE as the collective bargaining representative for the employees covered by this Agreement. The authority and powers of the City as prescribed by the City Charter and City Codes, Statutes and Constitution of the State of Ohio and the United States shall continue unaffected by this Agreement, except as expressly limited by the express provisions of this Agreement. These City rights as prescribed by the City Charter, City Codes and the Statutes and Constitutions of the State of Ohio and the United States shall include, but are not limited to, the following:

To determine any and all terms and conditions of employment not specifically set forth in this Agreement, to plan, direct, control and determine all the operations and services of the City; to determine the City's mission, objectives, policies and budget and to determine and set all standards of service offered to the public; to supervise and direct employees and their activities as related to the conduct of City affairs; to establish the qualifications for employment and to employ employees; to determine the hours of work and to schedule and assign work; to assign or to transfer employees within the City; to establish work and productivity standards and, from time-to-time, to change those standards; to assign overtime; to layoff or relieve employees due to lack of work or funds or for other legitimate reasons; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make and enforce reasonable rules and regulations; to discipline, suspend and discharge employees; to change, relocate, modify or eliminate existing programs, services, methods, equipment or facilities; to determine whether services or goods are to be provided or produced by employees covered by this Agreement, or by other employees or non-employees not covered by this Agreement, to hire all employees and, subject to provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, and to evaluate, promote and transfer all such employees; to determine the duties, responsibilities, and assignment of those in the bargaining unit.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the City and the adoption of policies, rules, and regulations in furtherance thereof, shall be limited only by the specific and express terms of this Agreement. No action, statement, agreement, settlement, or representation made by any member of the bargaining unit regarding the City's obligations or rights under this Agreement, shall impose any obligation or duty or be considered to be authorized by or binding upon the City unless and until the City has agreed thereto in writing.

Section 5.3 Notification

Prior to the adoption, modification, or deletion of any work rule or policy affecting CODE employees, the City shall submit the work rule or policy to CODE at least 30 days prior to the adoption, modification, or deletion of any work rule or policy for comment and input (unless a critical issue arises that requires implementation in less than 30 days, however, in such case the Union shall still be notified prior to the implementation). Notification will be sent to the e-mail address: president@codegroup.org.

New or revised rules or policies shall be communicated in a timely manner to the affected bargaining unit members prior to the effective date, unless to do so, would be impractical. Communication shall be made in a manner that can be verified. Methods of verification may include, but are not limited to: employees' signed acknowledgments of receipt; verified attendance at meetings where a policy is introduced or discussed; or documented e-mail communication.

ARTICLE 6 CODE/CITY JOINT LABOR-MANAGEMENT COMMITTEES

Section 6.1 Joint Labor-Management Committee

The parties agree that they will form and maintain a Joint Labor-Management Committee to discuss matters of mutual interest relating to the employees covered by this Agreement and the City. The Committee shall meet quarterly or as mutually agreed by the co-chairs. The number of City and CODE representatives on this committee shall be approximately equal. The respective parties shall choose their co-chairs.

Section 6.2 Presumptive Sub-Committees

The following sub-committees may be convened by either party with 30 days notice to the non-convening party. Once convened, each of these sub-committees shall meet quarterly or as mutually agreed by the co-chairs. Once convened, these sub-committees may only be dissolved by mutual agreement of both parties. The non-convening party shall participate in any such sub-committee once it has been convened:

(A) Insurance Sub-Committee

The Joint Insurance Sub-Committee will evaluate and assess proposals, study trends, and consider new and unique ways of providing health care to employees and make recommendations to the City Manager. The City's Risk Manager or designee will be a member of this sub-committee. The number of City and CODE representatives on this sub-committee shall be approximately equal.

(B) Professional Development and Performance Evaluation Sub-Committee

The Joint Professional Development and Performance Evaluation Sub-Committee will discuss and make recommendations to improve professional

development procedures for CODE members and recommend changes to the current performance evaluation system. The sub-committee may consider seminar attendance, professional memberships, career paths and other related topics as agreed upon by the sub-committee. The sub-committee shall also evaluate metrics-driven appraisals, self-appraisals, 360° appraisals, pay-for-performance, and other related topics as agreed upon by the sub-committee. The recommendations of the sub-committee will be presented to the Director of Human Resources or designee and the appropriate Appointing Authorities for consideration and possible implementation. The number of City and CODE representatives on this sub-committee shall be approximately equal.

Section 6.3 Ad-Hoc Sub-Committees

The Joint Labor-Management Committee shall have the authority to convene ad-hoc sub-committees as necessary to address particular issues. These sub-committees shall be convened by mutual agreement of the parties and shall meet quarterly or as mutually agreed by the co-chairs. The number of City and CODE representatives on any ad-hoc sub-committee shall be approximately equal.

ARTICLE 7 DISCIPLINE

Section 7.1 Investigation

- (A) Any employee who may be a focus of an investigation may be interviewed as part of the investigatory process, in which event he/she may, upon request, have a CODE representative present during that interview. CODE shall be notified at least 24 hours prior to conducting the interview, unless the nature of the investigation requires the interview to be conducted immediately.
- (B) Employees who are suspended without pay pending an investigation and/or pre-disciplinary hearing, shall remain in a no pay status for no more than 30 working days. If the investigation and/or pre-disciplinary hearing is not complete after this 30 day period, the employee shall be placed on administrative leave with pay until the final disposition of the matter as set forth in Section 7.2 and Section 7.3. Nothing in this Article should be construed to limit the City's ability to place an employee in an unpaid status under this Article.

Section 7.2 Reprimands and Pre-Disciplinary Meetings

- (A) Written reprimands shall be served on the employee within 25 working days from the date the charging supervisor becomes aware, or should have been aware of the precipitating incident, unless it is the result of a pre-disciplinary meeting. CODE will be copied when a written reprimand is issued. Service of such notice to CODE by e-mail shall be to the CODE e-mail address: president@codegroup.org. However if a department fails to do so it will not result in the discipline being dismissed.

- (B) Notice of pre-disciplinary meetings must be sent to an employee no later than 25 working days from the date upon which the supervisor or manager becomes aware, or should have been aware of the precipitating incident(s), except in more serious cases involving violations of Administrative Regulations 25 (Sexual Harassment), 49 (Workplace Violence), 55 (Offensive /Derogatory comments), or accidents (where damage is in excess of \$10,000), severe personal injury or other serious misconduct requiring extensive investigation. The time frame for these more serious cases will be up to 85 working days. A copy of this notice must be forwarded to CODE by e-mail to the e-mail address: president@codegroup.org. In cases involving an investigation by a law enforcement agency, there will be no time limit for completion of the investigation. Notice of the pre-disciplinary meeting will be issued within 10 working days after the department becomes aware of the conclusion of the investigation.
- (C) CODE shall be notified of the time and location of the hearing on the disciplinary charges and shall have the right to attend said hearing for the purpose of representing the employee and/or to protect the integrity of this Agreement.
- (D) The pre-disciplinary meeting shall be held and the final disposition of the matter, which shall include the Final Form-32 with attachments and the meeting summary, must be sent to the employee and CODE within 25 working days from the date the notice of pre-disciplinary meeting is sent. Failure to comply with the timelines will result in dismissal of the allegations against the employee.
- (E) Departments that have Boards or Commissions (Parks, Recreation, and Health) who act as the appointing authority are granted additional time to deliver the Form-32 to the employee and CODE. Once the final disposition is signed by the Human Resources and Law departments, the Form-32 will then be forwarded to the appropriate Board or Commission for the next meeting date following the end of the 25 day period. The Form-32 will be sent to the employee and CODE no later than 5 work days after the Board or Commission meeting.
- (F) The City may request an extension of these timelines and CODE shall not unreasonably deny such extension request.

Section 7.3 Service of Disciplinary Actions

Written Reprimands, Notices of Pre-disciplinary Meetings, and Form 32's (and accompanying materials) will be served to the employee, and to CODE by e-mail to the CODE e-mail address: president@codegroup.org.

Section 7.4 Determination of Discipline

Discipline shall be commensurate and, except in cases of serious misconduct, progressive. The following factors may be considered in determining the exact penalty:

- The nature and seriousness of the offense, or whether it was committed repeatedly;
- The employee's job duties and position, e.g., whether supervisory;
- The employee's prior disciplinary record;
- The employee's work record, including length of service, performance and dependability;
- Consistency with the penalties imposed in similar situations;
- The notoriety of the offense or its impact on the City's reputation;
- The extent to which the employee was aware of any rules that were violated or warned about the conduct in question;
- The potential for the employee's rehabilitation;
- Mitigating or aggravating circumstances surrounding the offense;
- The adequacy and effectiveness of alternative sanctions to deter the conduct.

Section 7.5 Length of Time Prior Discipline May Be Considered

Written reprimands shall be removed from the employee's personnel records after 1 year unless there has been further discipline during that time period. Any suspension (or the equivalent penalty) less than 40 hours shall be removed from the employee's personnel records after 3 years unless there has been further discipline during that time period. Any suspension equal to or greater than 40 hours (or the equivalent penalty) shall be removed from the employee's personnel records after 5 years unless there has been further discipline during that time period. After the expiration of the periods specified above, such disciplinary action shall not be used as a basis for any further disciplinary action against the employee.

Section 7.6 Exceptions

- (A) The time constraint provisions of this Article shall not be applicable when actions of a criminal nature or when alleged violations of other local, state or federal laws warrants extensive investigation, or upon mutual consent of the parties. If an investigation requires more time to complete, the parties may agree to extend the time period.
- (B) If an employee is off duty due to dismissal or on approved or unapproved leave, the time limits for investigation, the final disposition, and hearing shall automatically be tolled.

Section 7.7 Extensions to Time Deadlines

The parties may agree to reasonably extend any of the time lines in Article 7. Such extensions shall not be unreasonably withheld.

ARTICLE 8 GRIEVANCE PROCEDURES

Section 8.1 Definition

A grievance shall mean an alleged violation of a specific provision of this Agreement arising under and during the term of this Agreement, except that any dispute or difference of opinion concerning a matter or issue addressed by the Cincinnati Civil Service Commission's rules or which could be heard before the Cincinnati Civil Service Commission, except for disciplinary actions, shall not be considered a grievance under this Agreement. Discipline involving suspensions, demotions and terminations pursuant to Article 7 of this Agreement may only be grieved according to this Article and may not be appealed through the Civil Service Commission. The Parties explicitly waive the provisions of Ohio Revised Code Chapter 124 as they relate to the appeal of disciplinary action. Grievances regarding written reprimands may be filed at Step 1 and advanced to Step 2, but may not be referred to arbitration.

Failure of probation shall not be grieved.

Performance evaluations shall not be grieved.

Discipline less than a written reprimand may not be grieved.

Grievances regarding written reprimands may be filed at Step 1, but may not be referred to Step 2 or arbitration. However, they may be moved to Step 2 by mutual agreement between the President (or designated Board Member) of CODE and the Director of Human Resources or designee.

CODE is the sole and exclusive bargaining agent for all members, and the City does not recognize any grievance not previously reviewed, approved, and filed by CODE.

Section 8.2 Procedure

If the grievance concerns corrective action greater than a written reprimand, the grievance shall proceed directly to Step 3 (the Human Resources/Mediation step). For grievances concerning all other matters, the following procedure shall be used:

STEP 1. Division Level

If there is an employee(s) who believes they have been aggrieved, he/she with the President, Vice President, or Union Representative (only one of these three) shall first notify the employee's immediate supervisor/manager of a potential grievance. The employee should notify the supervisor/manager as soon as possible so that the parties can attempt to informally resolve the matter. No grievance shall be considered or processed unless submitted in writing after the first event giving rise to the grievance or within 15 working days after the employee or CODE, through the use of reasonable diligence, could have obtained knowledge of the first event giving rise to the grievance. These 15 days

may be used to hold informal grievance (or grievance avoidance) meetings with appropriate Supervision/Management. The employee and/or a Union President, Vice President, or Union Representative (only one of these three) will meet with the Division Head or designee.

If the matter cannot be resolved informally within the aforementioned 15 working days, then CODE shall submit the grievance in writing to the Division Head by or on the 15th day. If a grievance is not presented within this time limit, it shall be considered "waived."

Once the written grievance is submitted, the Division Head or their designee will then meet with the Union (which may include the grievant and up to two other Union officials or Representatives). However, if the Division Head or designee has already met with the Union to discuss the matter informally, as described above, a written response will be submitted by the Division Head within 5 days of receipt of the written grievance. Otherwise, the Step 1, Division-level meeting shall occur within 10 working days of the submission of the written grievance.

If the parties have not previously met, the Division Head or their designee will then meet with the Union (which may include the grievant and up to two other Union officials or Representatives). The Division head will respond in writing to the CODE President within 5 working days after the Step 1, Division-level meeting is held. Notification will be sent to the Union via City e-mail to the e-mail address: president@codegroup.org. The City or CODE may request a reasonable extension of all timelines in this section. All extensions must be in writing and shall not be unreasonably denied.

STEP 2. Department Level

If the grievance is not satisfactorily settled at Step 1, the Union may, within 5 working days after receipt of the Step 1 answer, appeal the grievance to the Department Head. The Department Head or designee shall meet with the Union (which may include the grievant and up to two other Union officials or Representatives) within 10 working days in an attempt to adjust 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 2, Department-level meeting. The Department Head or their designee shall notify the Union via City e-mail to the e-mail address: president@codegroup.org. The City or CODE may request a reasonable extension of all timelines in this section. All such extensions must be in writing and shall not be unreasonably denied.

STEP 3. Mediation / Human Resources

In order to move the grievance to Step 3, the Union must notify the Human Resources Department of its intent to do so within 5 days of the receipt of the Step 2 answer, or it will be considered waived/settled.

Grievances that are not satisfactorily settled at Step 2 which involve contract interpretation (not related to discipline), and discipline matters involving suspensions of 24 hours or more (or equivalent loss of pay or vacation) will move directly to mediation. All other grievances will proceed directly to Human Resources, unless the parties mutually agree to move a grievance to mediation.

The Union may request, in lieu of mediation, that the Human Resources Director or designee(s) hear any grievance otherwise designated to go to mediation. All grievances heard by the Human Resources Director or designee(s) shall not be eligible for mediation.

Human Resources

Within 10 working days of submitting a grievance to the Human Resources Director, the Human Resources Director, or designee(s), along with departmental management when applicable, shall meet with the Union (which may include the grievant and up to two other Union officials or Representatives) in an attempt to adjust the grievance. The Human Resources Director or designee(s) shall, within 10 working days of the Step 3 Human Resources-level meeting, render an answer in writing (to the e-mail address: president@codegroup.org) stating the reasons for granting or denying the grievance. The City or CODE may request a reasonable extension of all timelines in this section. All such extensions must be in writing and shall not be unreasonably denied.

Mediation

When a grievance is moved to mediation the Human Resources Director or designee(s), along with departmental management shall meet with the Union (up to three persons which may include the grievant) and a Mediator from the Federal Mediation and Conciliation Service (FMCS) in an attempt to adjust the grievance through the mediation process. The representatives attending for each party shall have complete authority on behalf of their party to enter into a binding agreement to resolve the grievance. If FMCS no longer offers free mediation, the parties agree to request a Mediator from the Ohio State Employment Relations Board (SERB). For grievances that are moved to Step 3, should free mediation from FMCS and from SERB no longer be available during the term of this agreement, all grievances will only be heard by the Human Resources Director designee, and if denied, may be moved to Arbitration.

STEP 4. Arbitration

If the grievance is not satisfactorily settled at Step 3, the Union may, within 20 calendar days after receipt of the Step 3 answer, submit the grievance to the Human Resources Director or his/her Designee for arbitration. Once the City has received notification, the Union has thirty 30 calendar days (from the date that the Union sent the notice to arbitrate) to move to select an arbitrator (and notify the City). The Parties agree to select and schedule an arbitrator within 90 days

of the date the Union sent the notification letter to the Human Resources Director or his/her Designee. If a party fails to cooperate in good faith with the scheduling of the arbitration, the other party must provide the uncooperative party with 30 calendar days' notice alleging failure to cooperate. If the uncooperative party continues to fail to schedule the arbitration, the grievance will be settled in favor of the party alleging delay. The City or CODE may request a reasonable extension of all timelines in this section. All such extensions must be in writing and shall not be unreasonably denied.

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

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

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

The parties may, only by mutual agreement, utilize an alternative arbitration service, and/or alternative rules for selecting an arbitrator.

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

Section 8.3 Limitation on Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement based on the specific issue submitted to the arbitrator by the parties in writing. If CODE and the City agree to no joint written stipulation of the issue, the arbitrator shall be empowered to determine and decide the

issue raised by the grievance as submitted in writing at the First Step. The arbitrator shall be without power to make recommendations contrary to or inconsistent with any applicable laws or rules and regulations of administrative bodies that has the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the City under law and applicable court decisions. The decision of the arbitrator, if made in accordance with the jurisdiction and authority granted to the arbitrator pursuant to this Agreement, will be accepted as final by the City, CODE and the employee(s), and all parties will abide by the decision, subject to any appeal rights allowed by the Ohio Revised Code.

Section 8.4 Time Limits

No grievance shall be entertained or processed unless it is submitted within the time limits specified in Step 1, Division Level. If a grievance is not presented within this time limit, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or an agreed extension thereof, it shall be considered settled on the basis of the last step answer. Failure at any step of this procedure to hold a meeting or communicate a decision on a grievance within the specified time limits shall permit the aggrieved party to treat the grievance as denied and to proceed immediately to the next step. The parties may, by mutual agreement in writing, extend any of the time limits set forth in this Article 8.

ARTICLE 9 NO STRIKE/NO LOCKOUT

Section 9.1 No Strike

During the term of this Agreement, neither CODE nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, residential picketing, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime, mass absenteeism, mass resignations, or any other intentional interruption or disruption of the operations of the City at any location, regardless of the reason for so doing. Each employee who holds a position of officer of CODE occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Section 9.1. Accordingly, CODE agrees to notify all CODE officers and representatives of their obligations and responsibility for maintaining compliance with this Article, including their responsibility to abide by the provisions of this Article by remaining at work during any interruption as outlined above. In addition, in the event of a violation of this Section of this Article, CODE agrees to inform its members of their obligations under this Agreement and to encourage and direct them to work by all means available under its Constitution, Bylaws, or otherwise.

Section 9.2 No Lockout

The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with CODE so long as there is good faith compliance with this

Article, unless the City cannot efficiently operate in whole or in part due to a breach of Section 9.1.

Section 9.3 Penalty

The only matter which may be made the subject of any proceeding concerning disciplinary action imposed for an alleged violation of Section 9.1 is whether the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 9.4 Judicial Relief

Nothing contained herein shall preclude the City or CODE from obtaining a temporary restraining order, damages and other judicial relief in the event CODE, any employees covered by this Agreement, or the City violate this Article.

ARTICLE 10 LAYOFF/RECALL

Section 10.1 Layoffs

- (A) Layoffs and displacements may occur as a result of lack of funds and/or lack of work or job abolishment or job redesign. In any such event, layoff and recall
 - will be in accordance with the Ohio Revised CODE §124.32 and any applicable Civil Service Commission rule, except as may be superseded or amended hereafter. In lieu of layoffs, transfers to vacant positions between employing units will be made whenever possible.
- (B) The City will provide CODE with a copy of the "Layoff Statement of Rationale" at least 30 days prior to the effective date of a layoff whenever sufficient time permits or earlier whenever possible. This statement will explain the reason and justification for such layoff or displacement. Employees have the right to appeal the procedural aspects of layoff or displacement to the Civil Service Commission.
- (C) Whenever there is a reduction in the workforce, permanent employees who have passed their initial probationary period are the last to be laid off in a classification within their employing unit. Students, emergency employees, seasonal, provisional and permanent employees who have not passed their initial probation are laid off before full-time employees. Part-time employees are laid off before full-time employees. Employees displaced or designated for a layoff will fill existing vacancies within the employing unit first, provided they meet the qualification contained in the job description for the position.
- (D) If the employee whose position has been eliminated has more retention points than any other Division 0 employee occupying a position within the same employing unit and at the same or lower rate of pay but in a different classification series, and otherwise meets all of the qualifications required for

the position pursuant to the published job description, then the employee with the fewest retention points will be displaced.

Employees who promoted from AFSCME into a CODE classification may displace ("bump") a less senior AFSCME employee if:

1. They were promoted out of AFSCME within the last 48 months, and
2. They meet the qualifications for the position.

Those employees who have been promoted out of AFSCME for more than 48 months cannot "bump" an AFSCME-Division 1 employee, but can fill any vacant position at the same or lower level citywide based on retention points, provided the employee meets the qualifications contained in the job description for the position. Employees who are relocated into Division 1 classification series employment positions as a result of layoff or displacement will be granted no greater entitlement with regard to any future layoffs or displacement. In no case will an employee "bump" another employee with more retention points.

- (E) When an employee is laid off, he or she will receive all wages due including, at the employee's option, all accumulated vacation pay. Such payments will be made no later than the pay period after the layoff.
- (F) In the event of any changes in state law affecting this Article 10, the changes shall become a part of this Agreement unless CODE or the City objects. In that event, CODE and the City have fourteen 14 days from the effective date to notify the other party of their objection. The parties agree to meet and confer. Any deviation from state law will be effected by a Memorandum of Understanding. If no agreement can be reached, then state law prevails.
- (G) The City agrees to provide CODE representatives a minimum of sixty (60) days notice and the opportunity for input if CODE positions are considered for elimination. Further, the City agrees to work with CODE to minimize any layoff of CODE members.

Section 10.2 Recall

- (A) A layoff recall list by classification will be maintained by the Human Resources Department and will be available to CODE upon request. Upon creation of a new layoff recall list the City shall immediately provide CODE with that layoff recall list. Employees laid off prior to March 30, 2014 will remain on the layoff recall list for 48 months. Any employee who is laid off on or after March 30, 2014 will remain on the layoff recall list for 24 months. Affected employees will be placed on the layoff and recall list by classification and in descending order of retention points. Employees will be recalled to their classification in their employing unit in the order their names appear on the layoff and recall list. Employees may also be recalled to other layoff jurisdictions when vacancies occur and there are no laid off employees from that jurisdiction. In the event an employee desires to return to a classification other than the classification he or

she held at the time of layoff, the employee must be qualified for the position according to the City's job specification for the position.

(B) In the event the City Manager identifies an employing unit for non-bargaining unit downsizing, which will have a negative impact as a result of "bumping" within the bargaining unit, then no later than 30 days prior to the actual job elimination and "bumping", the City and CODE, or appropriate sub group will meet to discuss the impact of the downsizing on the bargaining unit. Recognizing that non-bargaining unit employees retain "bumping" rights according to this Article 10, the committee will examine possibilities to minimize "bumping" in the bargaining unit. The City Manager does not relinquish the inherent management rights regarding downsizing and layoffs.

ARTICLE 11 VACATION

Section 11.1 Vacation Accruals

Permanent employees working at least $\frac{3}{4}$ time are eligible for vacation accrual. Vacation is earned and charged in the same proportion to full-time as the employee's work schedule is to full-time.

Employees who are in leave without pay status for less than 40 hours within a pay period will earn his or her full vacation credit. Employees who are absent without leave for 40 hours or more within a pay period shall earn one week's credit.

For purposes of determining vacation accrual, employees shall receive credit for any prior full-time City of Cincinnati service. If an employee has a break in full-time service with the City, the employee's original seniority date will be adjusted to reflect the break in service. Employees retain their original vacation seniority date for any break in service due to layoff, military time, or approved leave without pay.

Employees eligible for vacation accrual under this section shall earn vacation in accordance with the following schedule:

SENIORITY	Hours Earned Per Pay Period	Vacation Days that Should be Taken Per Year	Maximum Allowable Balance of Accrued Vacation Hours
Less than 4 years	3.7 hours	12 days	190 hours
4 years up to 9 th	5.0 hours	16 days	270 hours
9 years up to 14 th	5.6 hours	18 days	305 hours
14 years up to 19 th	6.5 hours	21 days	350 hours
19 years up to 24 th	7.4 hours	24 days	395 hours
24 Years and Up	9.0 hours	29 days	480 hours

Section 11.2 Approval by Appointing Authority

All vacation leaves shall be taken at such time as may be approved by the Appointing Authority or designee. Vacation leave may be taken in increments as small as one-tenth (1/10th) of an hour with the approval of the Appointing Authority.

Section 11.3 Payment upon Separation from City Service

An employee with vacation accrual who is about to be separated from City service through resignation, discharge, retirement, or layoff and who has unused vacation leave to his/her credit, shall be paid at the employee's hourly rate of pay at the time of separation in a lump sum (less applicable withholding) for each hour of unused vacation leave, less any amounts owed by the employee to the City, provided, however, that such payment shall not exceed the maximum number of vacation hours outlined in Section 11.1. However, an employee who is involved in a layoff and who has unused vacation leave to his/her credit at the time the layoff is effective, may choose, in lieu of a lump sum cash payment for such unused vacation credit, to leave such vacation credit on account to be restored to his/her credit upon reemployment with the City, provided such reemployment occurs within 1 year. If the reemployment does not occur within 1 year, then any unused vacation leave left on account will be paid in lump sum to the employee, as provided for in this Section 11.3.

Section 11.4 Payment upon Death

When an employee dies, any and all accrued, and unused vacation leave to his/her credit shall be paid to the beneficiary designated on the employee's City guaranteed life insurance policy. In the event that the employee has no designated beneficiary, said unused vacation leave shall be paid to the employee's estate. Such payment shall be paid at the employee's hourly rate of pay at time of death in a lump sum (less applicable withholding), less any amounts owed by the employee to the City.

Section 11.5 Purchase of Vacation Hours

Each member of CODE shall have the right to purchase up to forty (40) hours of vacation time during each payroll year at their standard hourly rate if the employee has less than 80 hours of vacation accrued at the time of purchase. Employees wishing to purchase vacation shall do so over 26 pay periods via payroll deduction. Employees must also sign an agreement to reimburse the City if the employee leaves City service prior to the end of the 26 pay periods.

ARTICLE 12 HOLIDAYS

Section 12.1 Holidays Observed

Employees working at least $\frac{3}{4}$ time, shall be entitled to 10 paid holidays as set forth below.

- (1) New Year's Day, January 1
- (2) Martin Luther King's Birthday, the third Monday in January
- (3) President's Day, the third Monday in February

- (4) Memorial Day, the last Monday in May.
- (5) Independence Day, July 4
- (6) Labor Day, the first Monday in September
- (7) Veterans' Day, November 11
- (8) Thanksgiving Day, the fourth Thursday in November
- (9) Day After Thanksgiving Day, Friday after Thanksgiving
- (10) Christmas Day, December 25
- (11) In addition to the above holidays, any day declared by the City Manager as a holiday or day of mourning shall also be counted as a holiday, but only for that calendar year.

Employees working $\frac{3}{4}$ time shall be paid the same number of hours for the Holiday that he normally works, not to exceed 8 hours.

Section 12.2 Personal Business Day

Each full-time or $\frac{3}{4}$ time bargaining unit employee shall receive one (1) Personal Business day per year to conduct personal business that cannot be conducted outside of the regular workday. This shall be paid in one, eight (8) hour block (6 hours for employees working $\frac{3}{4}$ time). The Personal Business Day shall be granted to the employee 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 of the following year subject to the restrictions set forth herein. Days shall not accumulate. The use of this Personal Business Day is subject to the usual operational need requirements.

Section 12.3 Eligibility and Pay

- (A) If the actual holiday falls on a Sunday, then the following Monday is considered the holiday. If the actual holiday falls on a Saturday, then the preceding Friday is considered the holiday.
- (B) Employees earn double time for the number of hours worked on the observed (Monday or Friday) holiday in addition to 8 hours pay for the holiday. This also applies if the actual holiday falls on Monday through Friday and is worked.
- (C) If the actual holiday falls on Saturday or Sunday and is worked, regular overtime applies.

Section 12.4 Nonstandard Shift

Employees working normal daytime hours but including weekends and employees working normal rotating shifts on seven day operations:

- (A) Earns holiday pay (double time) for the number of hours worked on the actual holiday not the observed holiday in addition to his/her normal 8 hours pay for that day. For example, if an employee's normal off days are Tuesday and Wednesday, and the actual holiday falls on Sunday and is observed on Monday, the employee receives double time for the number of hours worked on the actual holiday plus 8 hours pay for the actual holiday. If the employee also works on the observed holiday, he will be paid at straight time.

- (B) If the actual holiday falls on the employee's normal off day, the employee must be given another day off or another day's pay.
- (C) If the employee is given another day off and the actual holiday falls on his/her first off day, then he/she receives the day off preceding the actual holiday. If the actual holiday falls on his/her second off day, then he/she receives the day off after the actual holiday.

Section 12.5 New Employee

A new employee whose first work day is a holiday receives pay for that holiday provided he works the rest of the week.

ARTICLE 13 SICK LEAVE

Section 13.1 Rate of Accrual

- (A) Permanent and provisional employees who work full-time earn four hours of sick leave per bi-weekly pay period (2 hours for each 40 hours of service).
- (B) Employees who work at least $\frac{3}{4}$ time but less than full time earn a prorated amount.
- (C) In case of absence without pay during a bi-weekly pay period, 4 hours SWP will be earned if the employee is in a pay status more than 40 hours. Two hours SWP will be earned if the employee is in a pay status for 1 to 40 hours inclusive in the pay period.
- (D) Employees do not earn SWP while on IWP leave or receiving donated time.

Section 13.2 Break in Service

- (A) Persons who re-enter City service as a permanent employee within 1 year (including those who re-enter City service by new examination) shall be credited with any accumulated sick leave balance remaining at the end of their previous service. This provision includes persons reinstated or rehired to City service.

Exception: Employees hired into a City position who are receiving a pension as a result of previous employment with the City shall not be credited with the sick leave balance they had when separated from their previous City employment. They shall start their second employment period with the City with a sick leave balance of zero.

- (B) Persons returning to full-time employment after an interval of part-time employment that was immediately preceded by full-time employment with no

break in service shall be credited with any accumulated sick leave balance at the end of their previous full-time service.

- (C) No credit is given if the employee was out of service more than one year, except because of military leave; returned to work within two years of medical separation; or recalled within three years from a Police or fire layoff list. In such cases, complete Form 3-S to credit the employee with his previously earned SWP balance.

Section 13.3 Previous Ohio Public Employment – Sick Leave Balance Transfer

Employees who have been previously employed by either the City of Cincinnati or another Ohio public employer may transfer any unused sick leave credit to their City sick leave balance.

To be eligible for this benefit, the following criteria must be met:

- (A) The employee must be a full-time employee of the City.
- (B) The employee must have been hired by the City on or after February 4, 1987. Employees have six years from their date of hire to submit a request to transfer sick time. Employees must make such requests within ten years of the last date of their previous public employment.
- (C) The employee must provide documentation of the sick leave balance to be transferred. This can be accomplished by a letter from the previous public employer stating the unused sick leave balance held by the employee. The City reserves the right to take reasonable steps to insure the accuracy of any documentation provided by the employee.
- (D) The employee must request this sick leave balance benefit in writing, with the supporting documentation, to the Human Resources Director.

Section 13.4 Donated Time

Permanent, provisional, and part-time (working at least $\frac{3}{4}$ time) employees may receive donated time with the approval of the employee's agency and under the following circumstances:

- (A) It is a legitimate use of SWP, SWP-F (Sick with Pay–Family, SWP-M (Sick with Pay–Maternity), or SWP-D (Sick with Pay–Death) in cases of catastrophic illness or cases that result in extreme hardship for the employee. Prior approval from the Human Resources Director must be obtained by the department for donated time to be used.
- (B) They have exhausted all of their own SWP, vacation, and compensatory time.
- (C) Time donated is deducted from the donor's vacation balance or comp time balance not SWP balance, unless otherwise permitted by this labor agreement.
- (D) The number of hours credited to the employee receiving the donation depends on the employee's rate of pay as compared to the rate of pay earned by the

donor. If the donor earns less than the donee, the hours donated will be prorated. If the donor earns more than the donee, the hours credited will be greater than those donated. The list of donors with accompanying calculations must be forwarded to the Human Resources Department for verification and approval.

- (E) Employees receiving donated time do not accrue vacation or sick leave unless the employee is working part-time. Then the employee will earn vacation and sick leave under the rate of accrual for employees working less than 80 hours. In addition, employees on donated time do not receive holiday pay. No new benefits can be earned by the employee receiving donated time (e.g., vacation, sick leave, holidays). Therefore, 8 hours must be donated for any workday of the week on which a holiday falls.
- (F) Approval will not be allowed if the sick employee is eligible for disability or regular retirement.
- (G) Donated time cannot be used to prolong an employee on the payroll in order to make him eligible for any retirement benefits.
- (H) When an employee returns to work, any donated time that has not been used will be removed from the employee's list of donors. Upon returning to work, an employee begins to accumulate vacation and sick time that must be used before any additional donated time can be requested from other employees.

Section 13.5 Types of Sick Leave

Available to all full-time, bargaining unit employees:

(A) SWP (Sick With Pay)

Granted when an employee is physically unable to work due to illness, off-duty injury, or official quarantine, or for routine medical and dental appointments (as described in C below).

Sick leave must be approved by the supervisor.

- (1) Sickness or injury caused by outside employment cannot be charged to SWP. Vacation or compensatory time may be used.
- (2) If the agency questions the treating physician's diagnosis or the length of absence, the employee may be sent to the City Physician for evaluation. The City Physician's decision is final.
- (3) Full-time bargaining unit Employees shall be granted SWP-MDL (Medical/Dental Leave) not to exceed a total of 12 hours per calendar year for routine medical and dental appointments.
- (4) SWP may be approved for attendance at an appropriate substance abuse treatment program. Attendance at the Public Employees Assistance Program (PEAP), beyond the first visit, is on the employee's own time.
- (5) Sick leave, if available, must be used for time off because of illness, off-duty injury, or official quarantine. Vacation or compensatory time may not be used in such situations unless SWP has been exhausted. An exception to

the requirement that an employee's sick leave balance be exhausted may be granted by the department director under the following circumstance:

- (i) To avoid loss of vacation when an employee is at the maximum allowable balance.

(B) SWP-F (Sick With Pay – Family)

Usage of leave for illness in the family varies according to the composition of the immediate family (spouse, parent, parent-in-law, child, sibling or member of the immediate household) and the seriousness of the case. Sick With Pay-Family shall be granted for the following reasons:

- (1) **Official quarantine** – for the duration of the quarantine. Official quarantine may only be imposed by a City, County, or State Health Official authorized to do so.
- (2) **To care for and make arrangements for a sick member of the immediate family** – up to one day. Additional time (not to exceed four days) may be granted by the immediate supervisor provided the employee submits written verification by the treating physician.
- (3) **Serious accidents, major or minor surgery, critical or sudden illness involving a member of the immediate family** – up to one day. Up to a maximum of one week of additional sick leave may be granted by the immediate supervisor and two weeks of additional sick leave may be granted by the agency head. The employee must provide written verification by the treating physician.
- (4) **Childbirth** – the father of the child shall receive one day on the day the child is born and one day on the day the child is brought home.

(C) SWP-M (Sick With Pay – Maternity)

Granted for the period during which the employee is physically unable to work due to: pregnancy, childbirth, miscarriage, a related medical procedure, or recovery there from.

- (1) The usual amount of time off granted for a normal delivery is six weeks. Time off longer than the six weeks requires a doctor's note indicating when the mother will be medically able to return to work.
- (2) The employee must notify her supervisor approximately two weeks in advance of her expected date of departure. Employees experiencing unexpected emergencies will not be penalized for failure to give proper notification.

(D) SWP-D (Sick With Pay – Death)

Length of leave depends on the following:

- (1) **Death of the immediate family** – (spouse, parent, step-parent, parent-in-law, grandparent, child, sibling, grandchild, legal guardian or member of the immediate household). Four days.

- (2) **Death of any other relative** – one day to attend the funeral (two days for AFSCME members). A maximum of five days a calendar year can be used to attend funerals of relatives not in the immediate family. Other relatives include blood relatives of the employee, sister and brother-in-law, grandparents-in-law, uncles, aunts, nieces and nephews of the employee's spouse. Relatives do not include previous spouses or relatives of such previous spouses, or in-laws other than those named.

(E) SWP-A (Sick With Pay – Adoption)

Granted to employees in the same manner as SWP-M and SWP-F (childbirth).

- (1) The employee must notify the supervisor at least two weeks in advance of the arrival of the adopted infant. However, emergency situations will not automatically result in denial.
- (2) No newly adopted child over 2 years of age shall be covered by this benefit.

(F) SWOP (Sick Leave Without Pay)

May be granted when an employee is sick or injured but does not have a sick leave balance or other available balances. May also be granted when necessary to qualify for long-term disability insurance or workers compensation benefits.

- (1) Employee must follow proper reporting procedure and provide requested proof. Failure to do so may result in being recorded as AWOL.
- (2) SWOP may not exceed one year. A medical evaluation may be required before return to work.

Section 13.6 Verification for SWP and/or SWP-F Usage

(A) Definitions:

- (1) **Instances:** An "instance," for purposes of this Article is defined as an occasion lasting for 2 or more hours regardless of duration.
- (2) **Physician:** For purposes of this Article, "physician" shall mean licensed doctoral-level healthcare provider who is providing the treatment.

(B) Five 5 or more instances: An employee with 5 or more instances of SWP, SWP-F, or any combination of the two during the 12-month period beginning and ending with the employee's annual performance rating date, will be required to provide a physician's verification of illness and inability to work, or in the case of SWP-F, provide verification of the illness of the involved family member from an appropriate official including: physician, school principal or designee, licensed daycare provider, or other licensed healthcare professional.

(C) Duration of Instance: If any instance of SWP exceeds 3 consecutive workdays, the supervisor may ask for a physician's verification.

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

Section 13.7 Annual Sick Leave Conversion (Buy Back)

- (A) Time sold back will be deducted from the employee's accumulated balance. Only sick time hours accumulated with service as an employee with the City of Cincinnati may be sold back.
- (B) Each calendar year CODE employees may convert up to 60 hours of unused sick leave to cash at the rate of 60 hours for 40 hours paid if they meet the following criteria:
 - (1) Have a sick leave balance of 600 hours or more, OR
 - (2) Have a sick leave balance of from 200 to 599 hours and have used 24 hours or less sick leave in the past 26 pay periods of the preceding year. SWP-D, and SWP-MDL (medical/dental leave) are not counted in determining the 24-hour criteria.
- (C) An employee that is eligible and wishes to convert sick leave to cash must notify the appropriate payroll authority before January 10 of the same year payment is made. Payment will be made at the rate of pay in effect in pay period 26 of the preceding year by separate check.

Section 13.8 Personal Leave Reciprocity for Responsible Usage Of SWP / SWP-F:

Beginning on January 1, 2013, the following personal leave reciprocity plan will become effective:

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

- (B) Permanent employees will earn 8 hours of personal leave time if they use no more than 8 hours of SWP and SWP-F combined between pay period 15 through the end of pay period one 1 of the following year, if they have a balance of 50 hours of SWP at the end of pay period one 1. Personal leave time earned for this period may be taken from pay period two 2 through pay period fourteen 14. Personal leave time must be scheduled with the approval of the supervisor.
- (C) Personal leave time credited in any half year period must be used in the time periods stated above, or the time will be forfeited. There will be no accrual of personal leave time.

ARTICLE 14 SICK TIME DONATION PROGRAM

Section 14.1 Purpose

Effective with this Agreement, in addition to the City's current vacation and comp time donation program, which the City agrees to maintain during the term of this agreement, this program is to assist full-time CODE employees, eligible to earn accruals, who have exhausted all of their own SWP, vacation and comp time as a result of an illness or injury, will be revised to include the provision for eligible CODE employees to donate sick time hours in addition to vacation and comp hours for sick usage/donation only.

Section 14.2 Conditions

An employee may utilize the time donation program only if all of the following conditions are met:

- (A) The CODE employee must have exhausted all of their own SWP, vacation and comp time available to him/her to be eligible for this benefit; and
- (B) The CODE employee shall submit an application requesting donation of leave to the Human Resources Director or designee. The application shall include acceptable medical documentation of illness or injury including diagnosis and prognosis. The injury or long-term illness must require the employee to be away from work for at least two (2) full pay periods. This application shall be on a form mutually agreed to by the City and CODE; and
- (C) The Human Resources Director or designee shall determine that the CODE employee is eligible to receive leave; and
- (D) The approved application shall be forwarded to CODE. CODE shall post a notice on CODE bulletin boards that the eligible employee may receive donations of leave; and
- (E) Donated leave shall be considered sick leave but shall never be converted into a cash benefit.

Section 14.3 Employees Donating Time

- (A) An employee desiring to donate leave shall submit a completed time donation form to the Division payroll office.
- (B) It is understood that all leave donations are voluntary.
- (C) All donated leave shall be paid at the regular hourly rate of the employee donating the leave, not at the regular hourly rate of the employee receiving the donation.
- (D) Leave may be donated in increments of at least four (4) hours. This is a completely voluntary program. A decision made by the City regarding acceptance or rejection of an application for donations shall be final and the same shall not be subject to the grievance and arbitration procedure.
- (E) CODE employees may donate hours on a 1-for-1 basis, up to a maximum of 40 hours per year.

ARTICLE 15 HOURS OF WORK & OVERTIME

Section 15.1 Application of Article

This Article is intended only as a basis for calculating overtime payments for overtime eligible front-line field employees, as set forth in Appendix B and to generally describe the parameters for employees' work schedules, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per shift, per week, or any other period.

Section 15.2 Changes in Normal Work Schedule, Work Period & Workday

Should it be necessary in the interest of efficient operations to establish schedules departing from the normal or established work schedule, work period, workday or shift, the Appointing Authority or his/her designee will give forty-eight (48) hours notice where practical of such change to the individuals affected by such change.

Section 15.3 Overtime/Compensatory Time

- (A) CODE front-line field employees working with Division 1 field employees (as listed in Appendix B) will earn overtime at 1 ½ their rate for hours worked in excess of 40 hours per week. Effective upon date of ratification of the 2008 Agreement, Pre-approved vacation or compensatory time, pre-scheduled sick leave (e.g. scheduled surgery), or any sick leave absence accompanied by a valid physician's verification of illness, shall count toward the 40-hour threshold.
- (B) Call-out pay: In addition to overtime provided in Section (A), employees listed in Appendix B who are called out to perform emergency work not adjacent to their normal work schedule shall be paid for the hours worked at the overtime rate. All overtime must be approved in advance by the employee's supervisor. This provision shall be effective upon ratification of the 2008 Agreement.
- (C) Compensatory time may only be earned in lieu of cash payment for authorized time worked on an overtime basis. At the option of the Appointing Authority or

his/her designee, an employee shall receive compensatory time in lieu of overtime payment at the applicable rate for time worked on an overtime basis. Compensatory time account balances shall be maintained in units of tenths (10th) hours. Departments retain the right to require employees to use their compensatory time in accordance with existing policies.

- (D) Compensatory time may be accrued to a maximum of 80 hours, unless the needs of the department requires otherwise, subject to approval by the Human Resources Director. Compensatory time may be carried over to the following years. No member of CODE who is a front-line employee under Appendix B shall be required to accumulate more than 80 hours of comp time, unless the needs of the department requires otherwise, subject to approval by the Human Resources Director.
- (E) Bargaining unit employees who are not listed in Appendix B as overtime eligible may be eligible to earn overtime at the straight time rate in extraordinary circumstances such as catastrophic occurrence, events that potentially or actually interfere with the timely delivery of service to the public and may not be reasonably anticipated, and/or special events. Such overtime must receive Department Director approval and cannot exceed 7% of an employee's annual salary without the City Manager's approval.

Section 15.4 Flex Time

The City and CODE understand the need for employees to work Flexible Work Schedules to cover office hours and reduce overtime costs. The City has the right to demand that an employee perform a work related function outside of the normally established business hours of that employee. The employee may choose to flex these hours worked within that pay period.

However, if circumstances do not permit the employee to do so, either because of the needs of the employer or the employee, the employee may accrue flex time at a straight rate, in accordance with 15.3.A above. Flex time shall be used within 24 months of accrual absent extenuating circumstances. Use of flex time is subject to Departmental approval based on operational needs. It is understood that there is no absolute right to use all accrued flex time prior to resignation or retirement. Flex time pursuant to this Article shall have no cash value under any circumstances.

ARTICLE 16 WAGES & COMPENSATION

Section 16.1 Salary Schedule – Steps

The salary schedule-steps for bargaining unit employees, effective March 23, 2008, shall be as set forth in Appendix C.

Salary step-ups shall become effective on the first day of the pay period of the employee's performance review date following the effective date of this Agreement. A

salary Step-up is contingent upon receipt of at least a "Meets Expectations" (or equivalent) on the employee's most recent performance review.

Section 16.2 Cost of Living Adjustment (COLA) or General Wage Increases

If the City executes a parking agreement with a vendor during the first contract year, CODE shall have a reopener on wages at that time.

Effective March 31, 2013, all employees in the bargaining unit shall receive a COLA wage increase of 0%.

Because the intent of CODE and the City is to allow CODE employees a general wage increase comparable to that received by any other bargaining unit of the City during contract years 2014 and 2015, the wage matching provisions indicated below shall apply to those contract years. If there is any dispute over whether compensation received by any other bargaining unit of the City is a general wage increase, CODE and the City agree that either party may elect to submit that issue to binding arbitration for the purposes of determining that issue, and the other party must participate, with the parties sharing any costs equally.

Contract Year 2014 (March 30, 2014 to March 28, 2015)

Any COLA increase received by any other bargaining unit of the City (including without limitation AFSCME units, the Fraternal Order of Police, the Cincinnati Firefighters' Union, and Building Trades) between March 30, 2014, and March 28, 2015 shall entitle CODE employees to receive the same COLA increase received by the other bargaining unit, if CODE elects to receive such increase, effective on the date the other bargaining unit received the increase. If any other City bargaining unit subsequently receives an increase greater than another City bargaining unit or units, CODE shall be entitled to receive an additional increase equivalent to the difference between the prior and subsequent increases. However, if any other bargaining unit's increase is due to a conciliation award by way of a binding decision of a third party, CODE's matching increase shall be capped at 3% due to that bargaining unit's increase.

Except as provided in the preceding paragraph, effective March 30, 2014, all employees in the bargaining unit shall receive a COLA wage increase of 0%, with a CODE option to reopen negotiations (limited to wages only) by notifying the City on or prior to September 30, 2014 of its intent to enter into the wage reopener. If CODE accepts a matching wage increase prior to September 30, 2014, it shall forego its option for a wage reopener for the 2014 contract year. Any wage increase resulting from the wage reopener shall be retroactive to March 30, 2014. If CODE elects a wage reopener, it shall receive no matching wage increases for the Contract Year 2014.

The same terms shall apply should any bargaining unit receive a lump sum payment.

Contract Year 2015 (March 29, 2015 to March 26, 2016)

Any COLA increase received by any other bargaining unit of the City (including without limitation AFSCME units, the Fraternal Order of Police, the Cincinnati Firefighters' Union, and Building Trades) between March 29, 2015, and March 26, 2016 shall entitle CODE employees to receive the same COLA increase received by the other bargaining unit, if CODE elects to receive such increase, effective on the date the other bargaining unit received the increase. If any other City bargaining unit subsequently receives an increase greater than another City bargaining unit or units, CODE shall be entitled to receive an additional increase equivalent to the difference between the prior and subsequent increases. However, if any other bargaining unit's increase is due to a conciliation award by way of a binding decision of a third party, CODE's matching increase shall be capped at 3% due to that bargaining unit's increase.

Except as provided in the preceding paragraph, effective March 29, 2015, all employees in the bargaining unit shall receive a COLA wage increase of 1%, with a CODE option to reopen negotiations (limited to wages only) by notifying the City on or prior to September 30, 2015 of its intent to enter into the wage reopener. If CODE accepts a matching wage increase prior to September 30, 2015, it shall forego its option for a wage reopener for the 2015 contract year. Any wage increase resulting from the wage reopener shall be retroactive to March 29, 2015. If CODE elects a wage reopener, it shall receive no matching wage increases for the Contract Year 2015.

The same terms shall apply should any bargaining unit receive a lump sum payment.

Section 16.3 Working Out of Classification

Employees who are temporarily assigned the duties of a higher classification, shall be placed at the salary step which gives him at least a 5% increase, but no more than the step closest to the 5% increase for each hour worked in the higher class upon completing at least 1 full workday in the higher class. Working out of class assignments shall not exceed 6 pay periods without the express approval of the Human Resources Director. This process shall be utilized in lieu of the Civil Service Temporary Promotion process.

16.4 Salary Increase Upon Permanent Promotion

Effective upon ratification of this Agreement, an employee who is permanently promoted to a CODE position shall be placed at the salary step which gives him at least a 7% increase, but no more than the step closest to a 7% increase over what the employee was previously earning.

Section 16.5 Shift Differential

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

Section 16.6 Deferred Compensation

Employees who receive a bi-weekly paycheck are eligible to participate in either the International City Management Association (ICMA) Retirement Corporation's Deferred Compensation Plan or the State of Ohio Deferred Compensation Plan. Effective at the beginning of payroll year 2014, the City shall match each employee's contribution to their deferred compensation account in an amount up to \$600.00 annually.

Section 16.7 Mileage

Mileage will be paid in accordance with federal guidelines.

ARTICLE 17 INSURANCE

Section 17.1 Health & Hospitalization, Prescription Drug, Disability, Dental & Vision Coverage

The City shall continue to make available to employees and their dependents substantially similar group health and hospitalization insurance, prescription drug, long term disability, dental and vision coverage and benefits as existed immediately prior to the effective date of this Agreement. The health and hospitalization plan in effect for all bargaining unit employees shall be the City's "80/20 Plan", as described in Appendix D.

There shall be no changes to the insurance terms addressed in Appendix D until January 1, 2015, at which time the terms reflected in Appendix D will go into effect. The premium charges reflected on Appendix D will be collected on, or after, December 1, 2014.

Section 17.2 Terms and Conditions

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

An employee in a non-pay status shall have health care plan insurance premiums paid by the City for a maximum of 3 months while he/she is in such status. If the employee drops the coverage during such period, he/she may renew membership with full coverage as of their first day back in City service provided the employee completes a new application form.

ARTICLE 18 GENERAL PROVISIONS

Section 18.1 Residency Requirement

There shall be no residency requirement for CODE employees.

Section 18.2 Seniority

Seniority shall be an employee's length of continuous service with the City or continuous length of service in a job classification where only classification seniority is applicable.

- (A) An employee shall have no seniority for probationary period, but upon successful completion of the probationary period seniority will be retroactive to the original date of hire.
- (B) Seniority shall be broken when an employee:
 - (1) Resigns, unless reinstated within one (1) year.
 - (2) Is discharged for just cause.
 - (3) Is laid off and not recalled within time limits as determined by the Civil Service Commission.
- (C) For purpose of vacations within divisions, seniority shall be applied as provided by written policies and regulations of the divisions, as approved by the Department Director.
- (D) The City shall provide CODE, upon request, with a seniority list of all employees within the bargaining unit. The list shall be provided within 14 calendar days of the request. The seniority list shall contain the name, job classification, department, and date of classification entry of all employees in the bargaining unit.
- (E) The City shall provide CODE with a bi-weekly list of all new hires in the bargaining unit along with the employee's name, address, classification, and department.
- (F) Seniority for benefits such as vacation, sick leave, longevity pay, and health care benefits are covered in those specific articles of this Agreement.

Section 18.3 Ratification and Amendment

This agreement shall become effective when ratified by the City Council and CODE and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of authorized representatives of both parties.

Section 18.4 Uniforms

Employees who are required by the Appointing Authority to wear a prescribed uniform in the performance of their duty as City employees shall have such uniforms and replacements furnished by the City in accordance with rules established by the Appointing Authority.

Section 18.5 Health and Safety

It is the responsibility of every department to provide the safest working conditions, tools, equipment and work methods for employees. Management and labor must see that all safety rules and good working methods are used by all employees. It is the duty of all employees to use the safety rules and safe methods recommended for their safety. Violations of safety rules are to be considered the same as violation of any other department rule.

Section 18.6 Agreement Copies

The City and CODE will jointly select a printer to print copies of the final signed version of this Agreement. CODE shall pay for the copies for CODE employees.

Section 18.7 Vacancies and Transfers

- (A) The Civil Service process shall continue to be used for filling of positions. The Appointing Authority will give fair consideration for same classification transfers across departments requested by CODE employees. An unfilled position becomes a vacancy only when the Appointing Authority or designee determines to post the position. The City will make a good faith effort to adjust the schedule of an employee who applies for a promotion in another department of the City, in order to permit the employee to interview for that position.
- (B) Vacancies in positions above a lower rank or grade of any category in the bargaining unit shall be filled insofar as practical by promotion of eligible and qualified employees. All employees who fill these vacancies shall have gone through the initial screening process for that rank or grade. All classifications in Appendix A shall not be filled by unqualified persons.
- (C) CODE employees shall not be prohibited from laterally transferring into non-CODE positions (and vice versa) solely due to a difference in the salary ranges of the two positions, if the two positions had identical salary ranges as of the date of creation of the bargaining unit. However, no employee shall be paid a salary greater than the range established by this Agreement for his/ her position.
- (D) Within the first 12 months of employment in a bargaining unit position, the employee may transfer, promote, or demote to another City position. The

current employing unit may delay departure of the employee up to a maximum of three pay periods, provided, however, that the delay does not jeopardize the employee's ability to complete the transfer, promotion, or demotion.

Section 18.8 Promotions

Vacancies within the bargaining unit shall be filled by lateral transfer or promotion when practicable. Otherwise vacancies shall be filled by an open to the public process or through exceptional appointment.

"Rule of 10": If the promotional process is to be used, an exam must be given if there are more than ten (10) qualified and interested candidates. When a promotional exam is given for a classification within the bargaining unit, the names of the ten (10) persons having the highest score on the exam shall be certified. Employees from the Department in which the vacancy exists shall be ranked before employees from outside the Department. Disputes concerning the application of this Rule shall be resolved solely through the grievance and arbitration procedure and shall not be appealed to Civil Service.

ARTICLE 19 SAVINGS

Section 19.1 Gainsharing Policy Implementation

The City and CODE jointly agree to form a committee for the purpose of investigation and implementing a Gainsharing Policy for CODE members. Further details and program identification(s) can be developed through a Memorandum of Understanding and supplement this Agreement. Committee formation and a work development plan shall be created within one year from the effective date of this Agreement.

ARTICLE 20 TUITION REIMBURSEMENT

A full-time (at least $\frac{3}{4}$ time) permanent or provisional employee is eligible for 100% tuition reimbursement for achieving a grade of A in an approved course, 80% tuition reimbursement for 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 and/or compensatory 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. 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 CODE and employees when requested. Final determination regarding course relatedness or accreditability shall be made by the Human Resources Director.

The rate of reimbursement shall be capped at the undergraduate credit hour rate at the University of Cincinnati (Main Campus / "Uptown"). In no event shall an employee be reimbursed for more than twenty-four (24) quarter hours or sixteen (16) semester hours per calendar year.

- (G) 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 upon a case-by-case basis.

ARTICLE 21 ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of bargaining as defined by State law, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, except as specifically provided in Section 1.3, the City and CODE, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether or not referred to or covered in this Agreement,

including the impact or effects of the City's exercise of its rights as set forth herein on salaries, fringe benefits or terms and conditions of employment, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

It is expressly agreed that the City may unilaterally make and implement decisions consistent with the City's rights as set forth in Article 5, even though the exercise of such rights may involve subjects or matters not referred to or covered in this Agreement; provided only that the City's exercise of its management rights shall be subject to employees' individual rights (i.e., those derived from sources other than this Agreement and the collective bargaining relationship which produced it) as provided in Section 5.1.

ARTICLE 22 LENGTH OF AGREEMENT

This agreement shall be effective on March 31, 2013, and shall remain in full force and effect until midnight on March 26, 2016.

This agreement shall automatically be renewed from year to year unless either party shall give notice to the other in writing at least sixty (60) days prior to its expiration that it desires to terminate or modify this Agreement. In the event such notice is given, negotiations shall begin no later than forty-five (45) days prior to that expiration date.

All new provisions of the 2013-2016 Agreement shall be effective upon ratification of this Agreement by both the CODE membership and the Cincinnati Council unless otherwise specifically provided herein.

ARTICLE 23 ITEMS INCLUDED BY REFERENCE

The City and CODE agree that the provisions of this Agreement shall supersede the City's Human Resources Policies and Procedures. Where not in conflict with this Agreement, items in the City's Human Resources Policies and Procedures shall apply as part of this Agreement. Nothing contained herein shall limit or constrain the City from amending, adding to, or deleting items from the City's Human Resources Policies and Procedures.

In witness whereof, the parties hereto have duly executed this Agreement on the 11th
day of ~~August~~ ^{October}, 2013

FOR CODE:

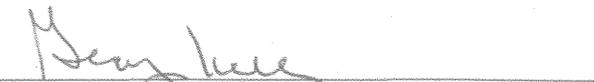

Jeffery Harmon, President


Steve Kallay, First Vice President


Niroshan Wijesooriya, CODE Counsel

FOR THE CITY OF CINCINNATI:


Milton Dohoney, Jr., City Manager


Georgetta Kelly, HR Director


Thomas Seward, Senior HR Analyst

**APPENDIX A
BARGAINING UNIT CLASSIFICATIONS & EXCLUSIONS**

Accountant-EXM
Administrative Specialist *
Administrative Technician *
Architect Intern
Assistant Supervisor of Inspections
Assistant Supervisor of Building Permits
Assistant Supervisor of Construction Inspection
Assistant Supervisor Customer Service
Assistant Supervisor Fleet Services
Assistant Supervisor of Parking Services
Assistant Supervisor of Prk/Rec Maint & Const
Building & Grounds Maintenance Crew Leader
Buyer
Chemist
Communications Supervisor
Computer Operations Support Supervisor
Computer Programmer/Analyst *
Computer Systems Analyst
Contract Compliance Specialist
Crime Analyst
Development Officer
Dietitian
Electrical Maintenance Supervisor
Emergency Services Dispatch Supervisor
Engineer Intern
Engineering Geologist
Engineering Technical Supervisor
Environmental/Safety Specialist
Event Coordinator
Fleet Services Supervisor
Graphic Design Supervisor
Graphic Designer
Greenspace Manager
Health Caseworker
Health Counselor
Health Counseling Supervisor
Heat Ventilation & Air Condition Specialist
Industrial Investigator

Information Technology Coordinator*
Management Analyst *
Nurse Practitioner
Nursing Supervisor (Health)
Paramedic Coordinator
Parking Services Supervisor
Parks Operations Supervisor
Parks/Rec Maintenance Crew Leader
Parks/Rec Programming Coordinator
Pharmacist
Plant Maintenance Supervisor
Plant Supervisor
Police Criminalist
Public Health Educator
Public Works Operations Supervisor (Public Services)
Secretary
Senior Accountant
Senior Administrative Specialist *
Senior Architect
Senior Building Plans Examiner
Senior Buyer
Senior Chemist
Senior City Planner *
Senior City Planning Technician
Senior Computer Programmer/Analyst
Senior Contract Compliance Specialist
Senior Crime Analyst
Senior Development Officer (Recreation only)*
Senior Dietitian
Senior Engineer
Senior Engineering Technician
Senior Environmental/Safety Specialist
Senior Info Technology Coordinator
Senior Management Analyst *
Senior Plant Operator
Senior Plant Supervisor
Senior Police Criminalist
Service Area Coordinator (Public Services, Parks and Recreation)
Sewer Maintenance Crew Leader
Supervising Dietician
Supervising Sanitarian
Supervising Field Service Rep
Supervising Surveyor
Supervisor of Customer Service
Supervisor of Industrial Waste Disposal

Supervisor of Inspection (B&E)
Supervisor of Maintenance
Supervisor of Urban Forestry (Parks)
Supervisor of Water Distribution Maintenance
Surveyor
Technical Systems Analyst
Therapeutic Recreation Program Coordinator
Urban Forestry Specialist
Utilities Construction Inspect Supervisor
Video Production Specialist
Vital Statistics Coordinator (Health)
Wastewater Collection Supervisor
Water Works Maintenance Field Supervisor
WIC Program Coordinator
Zoning Plan Examiner

***Excluded:** All employees in Divisions 1,2,3,4,5,6,7,8,9. the City Manager's Office, the City Solicitor's Office, Human Resources Department, the Budget & Evaluation and Internal Audit Divisions of the Finance Department, all Department Directors' Confidential Assistants and Personnel Liaisons, all supervisors, confidential employees, fiduciary employees and management level employees as defined in O.R.C. 4117, including, but not limited to, the employees in the following positions in Division 0:

Assistant Health Laboratory Manager (Health)
Assistant Dental Director (Health)
City Planner (Community Development & Planning)
Community Development & Planning Analyst (Community Development & Planning)
Development Officer
Development Officer 4
PEAP Coordinator (Health)
Senior City Planner (Community Development & Planning)
Senior Community Development & Planning Analyst (Community Development)
Senior Development Officer
Supervisor Parks/Rec Maintenance & Construction
Zoning Supervisor (Buildings & Inspections)

APPENDIX B

OVERTIME ELIGIBLE POSITIONS

Assistant Supervisor of Fleet Services
Assistant Supervisor of Inspections
Assistant Supervisor of Parks/Recreation Maintenance & Construction
Assistant Supervisor of Water Customer Service
Assistant Supervisor of Water Works Construction Inspection
Crime Analyst
Electrical Maintenance Supervisor
Emergency Services Dispatch Supervisor
Engineer Intern
Engineering Technical Supervisor
Greenspace Manager
Heat Ventilation & Air Condition Spec.
Parks Operations Supervisor
Parks/Recreation Maintenance Crew Leader
Parks/Recreation Programming Coordinator
Plant Supervisor
Police Criminalist
Public Works Operations Supervisor
Service Area Coordinator (Public Services)
Senior Crime Analyst
Senior Engineering Technician
Senior Environmental/Safety Specialist (1.5 callout pay, MOU to be est.)
Senior Plant Operator
Senior Police Criminalist
Sewer Maintenance Crew Leader
Supervising Field Service Representative
Supervisor of Industrial Waste Disposal
Supervisor of Inspection
Supervisor of Maintenance
Supervisor of Water Distribution Maintenance
Surveyor
Supervising Surveyor
Urban Forestry Specialist
Supervisor of Urban Forestry
Video Production Specialist
Wastewater Collection Supervisor
Water Works Maintenance Field Supervisor

UPON RATIFICATION OF THE 2013-2016 AGREEMENT PARTIES WILL BEGIN NEGOTIATIONS ON TECHNICAL MOUs FOR THE FOLLOWING POSITIONS:

Computer Programmer Analyst
Computer Systems Analyst
Senior Computer Programmer/Analyst
Technical Systems Analyst

APPENDIX C – WAGE RANGES

Upon receipt of any increases resulting from reopeners, matching COLA, or matching general wage increases, a new salary chart will be provided and incorporated by MOU.

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	MAX
Accountant 2010 Eft 3-21-2010	22.923860	23.611577	24.319924	25.049522	25.801007	26.575038	27.372288	28.193457	29.039261	29.910439	30.807752
Administrative Specialist	22.92386036	23.61157712	24.31992413	25.04952204	25.80100737	26.57503789	27.37228833	28.19345675	29.0392614	29.91043853	30.80775199
Administrative Technician	17.36236583	17.88323696	18.41973409	18.97232613	19.5414958	20.12774065	20.73157311	21.35352043	21.9941258	22.65394937	23.33356827
Architect Intern	22.92386036	23.61157712	24.31992413	25.04952204	25.80100737	26.57503789	27.37228833	28.19345675	29.0392614	29.91043853	30.80775199
Asst Spvr of Building Permits	18.87543201	19.44169482	20.02494581	20.62569423	21.24446521	21.88179983	22.53825292	23.21440056	23.91083261	24.62815802	25.36700273
Asst Spvr of Fleet Services	22.20316765	22.86926221	23.55533987	24.26200006	24.98986021	25.7395558	26.51174247	27.30709496	28.12630815	28.97009709	29.83920016
Asst Spvr of Inspections	24.70469241	25.4458329	26.20920774	26.99548423	27.80534877	28.63950898	29.49869475	30.3836551	31.29516553	32.23401959	33.20104055
Asst Spvr of Parking Services	18.87543201	19.44169482	20.02494581	20.62569423	21.24446521	21.88179983	22.53825292	23.21440056	23.91083261	24.62815802	25.36700273
Asst Spvr of Prk/Rec Mnt&Const	23.64057364	24.34979059	25.0802839	25.83269327	26.6076733	27.405904	28.22808135	29.07492355	29.94717113	30.84558581	31.77095371
Asst Supvr of Constructn Insp	22.56550426	23.24246879	23.93974319	24.65793536	25.39767335	26.15960324	26.94439129	27.75272282	28.58530547	29.44286383	30.32615007
Asst Supvr of Customer Service	22.92386036	23.61157712	24.31992413	25.04952204	25.80100737	26.57503789	27.37228833	28.19345675	29.0392614	29.91043853	30.80775199
Building & Grnds Maint Crew Ldr	18.87543201	19.44169482	20.02494581	20.62569423	21.24446521	21.88179983	22.53825292	23.21440056	23.91083261	24.62815802	25.36700273
Buyer	22.92386036	23.61157712	24.31992413	25.04952204	25.80100737	26.57503789	27.37228833	28.19345675	29.0392614	29.91043853	30.80775199
Chemist	22.92386036	23.61157712	24.31992413	25.04952204	25.80100737	26.57503789	27.37228833	28.19345675	29.0392614	29.91043853	30.80775199
Communications Supervisor	27.19427567	28.01010459	28.85040741	29.71591933	30.60739679	31.52561847	32.47138748	33.4455292	34.44889553	35.48236172	36.54683271
Computer Operations Supp Spvr	22.92386036	23.61157712	24.31992413	25.04952204	25.80100737	26.57503789	27.37228833	28.19345675	29.0392614	29.91043853	30.80775199

Computer Programmer/Analyst	18.04224996	18.58351795	19.14102303	19.71525425	20.3067113	20.91591297	21.54339076	22.1896921	22.85538351	23.54104424	24.24727582
Computer System Analyst	30.84055396	31.76577016	32.71874374	33.70030645	34.71131551	35.75265464	36.82523408	37.92999169	39.06789075	40.23992745	41.44712556
Contract Compliance Specialist	22.92386036	23.61157712	24.31992413	25.04952204	25.80100737	26.57503789	27.37228833	28.19345675	29.0392614	29.91043853	30.80775199
Crime Analyst	17.36211651	17.88298022	18.41946993	18.97205348	19.54121572	20.12745209	20.73127499	21.35321383	21.99380965	22.65362473	23.33323303
Development Officer	22.92386036	23.61157712	24.31992413	25.04952204	25.80100737	26.57503789	27.37228833	28.19345675	29.0392614	29.91043853	30.80775199
Dietitian	20.41835511	21.03090498	21.66183282	22.31168711	22.98103863	23.6704698	24.38058321	25.11200056	25.8653605	26.64132186	27.44056148
Electrical Maintenance Supvr	21.49143212	22.136175	22.80026021	23.48426806	24.18879583	24.91445992	25.66189368	26.43175061	27.22470334	28.04144358	28.88268741
Emergency Svcs Dispatch Supvr	22.92386036	23.61157712	24.31992413	25.04952204	25.80100737	26.57503789	27.37228833	28.19345675	29.0392614	29.91043853	30.80775199
Engineer Intern	22.92386036	23.61157712	24.31992413	25.04952204	25.80100737	26.57503789	27.37228833	28.19345675	29.0392614	29.91043853	30.80775199
Engineering Geologist	29.32649689	30.20629171	31.11248067	32.04585518	33.00723109	33.99744757	35.01737137	36.06789258	37.14992889	38.26442662	39.41235968
Engineering Technical Spvr	24.35131192	25.08185191	25.8343069	26.60933679	27.4076163	28.22984562	29.07674088	29.94904256	30.84751453	31.77293972	32.7261276
Environmental/Safety Specialist	22.92386036	23.61157712	24.31992413	25.04952204	25.80100737	26.57503789	27.37228833	28.19345675	29.0392614	29.91043853	30.80775199
Event Coordinator	22.92386036	23.61157712	24.31992413	25.04952204	25.80100737	26.57503789	27.37228833	28.19345675	29.0392614	29.91043853	30.80775199
Fleet Services Supvr	24.70469241	25.4458329	26.20920774	26.99548423	27.80534877	28.63950898	29.49869475	30.3836551	31.29516553	32.23401959	33.20104055
Graphic Design Supervisor	27.19427567	28.01010459	28.85040741	29.71591933	30.60739679	31.525561847	32.47138748	33.4455292	34.44899553	35.48236172	36.54683271
Graphic Designer	22.92386036	23.61157712	24.31992413	25.04952204	25.80100737	26.57503789	27.37228833	28.19345675	29.0392614	29.91043853	30.80775199
Greenspace Manager	19.3462711	19.92665873	20.5244589	21.14019253	21.77439855	22.42762969	23.10045884	23.79347267	24.50727695	25.24249551	25.99977017
Health Caseworker	18.30106394	18.8500956	19.4155988	19.99806685	20.59800898	21.21594822	21.85242669	22.50800029	23.1832398	23.8787372	24.59509932
Health Counseling Supervisor	24.35131192	25.08185191	25.8343069	26.60933679	27.4076163	28.22984562	29.07674088	29.94904256	30.84751453	31.77293972	32.7261276
Health Counselor	20.41835511	21.03090498	21.66183282	22.31168711	22.98103863	23.6704698	24.38058321	25.11200056	25.8653605	26.64132186	27.44056148
Heat Ventilation & A	22.92386036	23.61157712	24.31992413	25.04952204	25.80100737	26.57503789	27.37228833	28.19345675	29.0392614	29.91043853	30.80775199

Senior Architect	29.32649689	30.20629171	31.11248067	32.04585518	33.00723109	33.99744757	35.01737137	36.06789258	37.14992889	38.26442662	39.41235968
Senior Building Plans Examiner	29.32649689	30.20629171	31.11248067	32.04585518	33.00723109	33.99744757	35.01737137	36.06789258	37.14992889	38.26442662	39.41235968
Senior Buyer	27.19427567	28.01010459	28.85040741	29.71591933	30.60739679	31.52561847	32.47138748	33.4455292	34.44889553	35.48236172	36.54683271
Senior Chemist	27.19427567	28.01010459	28.85040741	29.71591933	30.60739679	31.52561847	32.47138748	33.4455292	34.44889553	35.48236172	36.54683271
Senior City Planner	27.19427567	28.01010459	28.85040741	29.71591933	30.60739679	31.52561847	32.47138748	33.4455292	34.44889553	35.48236172	36.54683271
Senior City Planning Tech	21.49143212	22.136175	22.80026021	23.48426806	24.18879583	24.91445992	25.66189368	26.43175061	27.22470334	28.04144358	28.88268741
Senior Compr Programmer/Anlys	27.19427567	28.01010459	28.85040741	29.71591933	30.60739679	31.52561847	32.47138748	33.4455292	34.44889553	35.48236172	36.54683271
Senior Contract Compliance Spc	27.19427567	28.01010459	28.85040741	29.71591933	30.60739679	31.52561847	32.47138748	33.4455292	34.44889553	35.48236172	36.54683271
Senior Crime Analyst	22.92382217	23.61157712	24.31988276	25.0494796	25.80096387	26.57499227	27.37224271	28.19341007	29.03921154	29.91038867	30.80770001
Senior Development Officer	27.19427567	28.01010459	28.85040741	29.71591933	30.60739679	31.52561847	32.47138748	33.4455292	34.44889553	35.48236172	36.54683271
Senior Dietitian	22.92386036	23.61157712	24.31992413	25.04952204	25.80100737	26.57503789	27.37228833	28.19345675	29.0392614	29.91043853	30.80775199
Senior Engineer	29.32649689	30.20629171	31.11248067	32.04585518	33.00723109	33.99744757	35.01737137	36.06789258	37.14992889	38.26442662	39.41235968
Senior Engineering Technician	21.49143212	22.136175	22.80026021	23.48426806	24.18879583	24.91445992	25.66189368	26.43175061	27.22470334	28.04144358	28.88268741
Senior Environ/Safety Spec	27.19427567	28.01010459	28.85040741	29.71591933	30.60739679	31.52561847	32.47138748	33.4455292	34.44889553	35.48236172	36.54683271
Senior Info Technology Coor	27.19427567	28.01010459	28.85040741	29.71591933	30.60739679	31.52561847	32.47138748	33.4455292	34.44889553	35.48236172	36.54683271
Senior Management Analyst	27.19427567	28.01010459	28.85040741	29.71591933	30.60739679	31.52561847	32.47138748	33.4455292	34.44889553	35.48236172	36.54683271
Senior Plant Operator	19.70164184	20.29269151	20.901472	21.52851694	22.17437164	22.83960262	23.52479125	24.23053482	24.95745077	25.70617458	26.47735977
Senior Plant Supervisor	28.25939063	29.10717279	29.98038791	30.87979984	31.80619363	32.76037982	33.74319121	34.75548608	35.79815133	36.8720951	37.9782584
Senior Police Criminalist	21.84978823	22.50528227	23.18044009	23.87585367	24.5921288	25.32989351	26.08978966	26.87248348	27.67865821	28.50901721	29.36428827
Service Area Coordinator	22.92386036	23.61157712	24.31992413	25.04952204	25.80100737	26.57503789	27.37228833	28.19345675	29.0392614	29.91043853	30.80775199

Sewer Maintenance Crew Leader	19.3462711	19.92665873	20.5244589	21.14019253	21.77439855	22.42762969	23.10045884	23.79347267	24.50727695	25.24249551	25.99977017
Supervising Dietician	27.19427567	28.01010459	28.85040741	29.71591933	30.60739679	31.52561847	32.47138748	33.4455292	34.44889553	35.48236172	36.54683271
Supervising Field Service Rep	19.3462711	19.92665873	20.5244589	21.14019253	21.77439855	22.42762969	23.10045884	23.79347267	24.50727695	25.24249551	25.99977017
Supervising Sanitarian	24.70469241	25.4458329	26.20920774	26.99548423	27.80534877	28.63950898	29.49869475	30.3836551	31.29516553	32.23401959	33.20104055
Supervising Surveyor	29.32649689	30.20629171	31.11248067	32.04585518	33.00723109	33.99744757	35.01737137	36.06789258	37.14992889	38.26442662	39.41235968
Supvr of Customer Service	25.77080249	26.543927	27.3402449	28.16045215	29.00526592	29.87542353	30.7716867	31.69483732	32.64568168	33.62505257	34.63380403
Supvr of Industrial Waste Disp	25.77080249	26.543927	27.3402449	28.16045215	29.00526592	29.87542353	30.7716867	31.69483732	32.64568168	33.62505257	34.63380403
Supvr of Inspections	28.61575755	29.4742304	30.35845766	31.26921167	32.20728809	33.17350595	34.16871184	35.19377252	36.2495855	37.33707378	38.45718579
Supvr of Maintenance	24.70469241	25.4458329	26.20920774	26.99548423	27.80534877	28.63950898	29.49869475	30.3836551	31.29516553	32.23401959	33.20104055
Supvr of Urban Forestry	29.32649689	30.20629171	31.11248067	32.04585518	33.00723109	33.99744757	35.01737137	36.06789258	37.14992889	38.26442662	39.41235968
Supvr of Water DistributionMnt	27.19427567	28.01010459	28.85040741	29.71591933	30.60739679	31.52561847	32.47138748	33.4455292	34.44889553	35.48236172	36.54683271
Surveyor	25.41344363	26.17584668	26.96112274	27.76995608	28.60305433	29.46114632	30.34498105	31.25532979	32.19299034	33.1587796	34.15354309
Technical Systems Analyst	30.84055396	31.76577016	32.71874374	33.70030645	34.71131551	35.75265464	36.82523408	37.92999169	39.06789075	40.23992745	41.44712556
Therapeutic Rec Program Coord	19.16530066	19.74025966	20.33246783	20.94244183	21.57071424	22.21783566	22.88437154	23.57090221	24.27802919	25.00636993	25.87213966
Urban Forestry Specialist	19.3462711	19.92665873	20.5244589	21.14019253	21.77439855	22.42762969	23.10045884	23.79347267	24.50727695	25.24249551	25.99977017
Utilities Constructn Insp Spvr	25.77080249	26.543927	27.3402449	28.16045215	29.00526592	29.87542353	30.7716867	31.69483732	32.64568168	33.62505257	34.63380403
Video Production Specialist	18.53797564	19.09411533	19.66693874	20.2569466	20.86465452	21.49059507	22.13531249	22.79937224	23.4833525	24.18785375	24.9134892
Vital Statistics Coordinator	27.19427567	28.01010459	28.85040741	29.71591933	30.60739679	31.52561847	32.47138748	33.4455292	34.44889553	35.48236172	36.54683271
WIC Program Coordinator	22.92386036	23.61157606	24.31992307	25.04952098	25.80100631	26.57503683	27.37228727	28.19345675	29.03926034	29.91043747	30.80775093
Wastewater Collection Supvr	27.19427567	28.01010459	28.85040741	29.71591933	30.60739679	31.52561847	32.47138748	33.4455292	34.44889553	35.48236172	36.54683271

Water Works Maint Field Supvr	21.49143212	22.136175	22.80026021	23.48426806	24.18879583	24.91445992	25.66189368	26.43175061	27.22470334	28.04144358	28.88268741
Zoning Plan Examiner	22.56550426	23.24246879	23.93974319	24.65793536	25.39767335	26.15960324	26.94439129	27.75272282	28.58530547	29.44286383	30.32615007

**APPENDIX D
HEALTH INSURANCE PREMIUMS, COPAYS, AND OUT OF POCKET EXPENSES**

2013 UNTIL DECEMBER 31, 2014

	<u>Single</u>	<u>Family</u>
Premium Share (monthly)*	5% ¹	5% ²
Deductible	\$300 ³	\$600 ⁴
Co-Insurance	20% to \$1,200 ⁵	20% to \$2,400 ⁶
Out of Pocket	\$1,500 ⁷	\$3,000 ⁸
RX (Generic/Brand/Non-formulary)	\$10/20/30	\$10/20/30

**Effective on after December 1, 2014, the premium shall go to 10%*

BEGINNING JANUARY 1, 2015

	<u>Single</u>	<u>Family</u>
Premium Share (monthly)	10%	10%
Deductible	\$500 ⁹	\$1,000 ¹⁰
Co-Insurance	20% to \$1,500 ¹¹	20% to \$3,000 ¹²
Out of Pocket	\$2,000 ¹³	\$4,000 ¹⁴
RX (Generic/Brand/Non-formulary)	\$10/20/30	\$10/20/30

¹ In 2013 the 5% premium share for a single plan will be \$26.02.

² In 2013 the 5% premium share for a family plan will be \$72.10.

³ \$600 Non-network

⁴ \$1,200 Non-network

⁵ 50% to \$2,400 Non-network

⁶ 50% to \$4,800 Non-network

⁷ \$3,000 Non-network

⁸ \$6,000 Non-network

⁹ \$1,000 Non-network

¹⁰ \$2,000 Non-network

¹¹ 50% to \$3,000 Non-network

¹² 50% to \$6,000 Non-network

¹³ \$4,000 Non-network

¹⁴ \$8,000 Non-network

APPENDIX E – DISCIPLINARY MATRIX

Possible Penalties for Infractions

This matrix contains examples of types of infractions, and is a guideline only. **This list is not inclusive of all of the possible infractions.** If a disciplinary issue arises that this matrix does not address, please contact the Central Human Resources Department.

Multiple infractions that rise out of an event may increase the severity of the proposed penalty. Likewise, a person's overall disciplinary history will affect the discipline received. A person may face a serious level of discipline (dismissal or lengthy suspension) on the first instance of an infraction, depending on the severity of a person's actions and/or the prior disciplinary record. For minor infractions, and particularly for a first incident, counseling may be considered by the supervisor before resorting to discipline under this matrix.

Unclassified, non-represented employees may be disciplined (up to and including dismissal) in any manner that the designated appointed authority determines is appropriate, subject to review by the Human Resources Department.

In addition to reprimands and suspensions, other forms of discipline include:

- Loss of all or part of vacation
- Reduction to lower pay steps within the range (Hourly rate cannot be lower than the first step of the pay range)
- Demotion

These alternatives can be helpful, especially when staffing levels are limited and your ability to provide services are strained. For example, suspending an employee may not be the most appropriate penalty for an employee whose infraction is related to attendance (A reduction of pay within the pay range (equaling a suspension) might be a better way to discipline the employee.).

Disciplinary suspensions should generally not exceed 80 hours. Anything over that should be rare and should only be recommended after consulting with the Human Resources Department prior to issuing the discipline. Dismissal might be more appropriate in some circumstances.

FLSA-Exempt employees may be disciplined in increments of 8 hours for certain types of infractions. Contact Central HR for more information.

Attendance	1st Incident	2nd Incident	3rd Incident	4th Incident	5th Incident
Absent Without Approved Leave (<i>but followed the proper call-in procedure</i>) or Failed to arrive in time to be assigned to regular job duties.	Oral Reprimand	Written Reprimand	Hearing: 8 hr Suspension	Hearing: 24 – 40 hr Suspension	Hearing: 40 hr to Suspension Dismissal
Absent Without Approved Leave (AWOL): 1. Employee was absent <u>and</u> 2. Did not follow proper call-in procedure.	Written Reprimand	Hearing: 8 hr Suspension	Hearing: 24 – 40 hr Suspension	Hearing: 40 hr to Suspension Dismissal	
No Call/No Show for 3 consecutive days / Job abandonment	Hearing: Dismissal				
Walking off the job	Hearing: 8 to 40 hr Suspension	Hearing: 40 hr Suspension to Dismissal	Hearing: Dismissal		
Excessive Tardiness or excessive Leaving Early	Oral Reprimand	Written Reprimand	Hearing: 8 hr Suspension	Hearing: 40 hr Suspension	Hearing: Dismissal
Excessive absenteeism	Written Reprimand to Hearing: 8hr Suspension	Hearing: 40 hr Suspension	Hearing: 80 hr Suspension	Hearing: Dismissal	

Incarceration cannot be a basis for approved leave and will always be considered Absent Without Leave (AWOL). The discipline an employee receives in response to incarceration will be based on the length of incarceration.

Insubordination	1st Incident	2nd Incident	3rd Incident	4th Incident
Refusal to follow lawful orders	Hearing: Written reprimand to 40 hr Suspension	Hearing: 8 hr Suspension to Dismissal	Hearing: 24 hr Suspension to Dismissal	Dismissal

Discipline for insubordination should take into consideration the consequences of the insubordination (i.e., were the consequences, or potential consequences, of the insubordination serious?)

Violation of Civil Service Rules, Civil Service Law, Ohio Code of Ethics	1st Incident	2nd Incident
Cheating on Civil Service Exam	Hearing: 40 hr Suspension to Dismissal	Hearing: Dismissal
Violation of <u>State of Ohio Code of Ethics</u> . <i>An abbreviated version of these can be found on the Labor Relations page on City Matters</i>	Hearing: 8 hr Suspension to Dismissal	Hearing: 40 hr Suspension to Dismissal
Accepting Tips or Gifts	Hearing: 8 hr Suspension to Dismissal	Hearing: Dismissal
Accepting Bribes	Hearing: Dismissal	
Conflict of Interest	Hearing: 8 hr Suspension to Dismissal	Hearing: Dismissal
Misuse of Position / Using position for personal benefit <i>(Please reference <u>Violation of State of Ohio Code of Ethics</u> above)</i>	Hearing: 8 hr Suspension to Dismissal	Hearing: Dismissal
Misrepresentation of position / self	Hearing: 8 hr suspension to Dismissal	Hearing: Dismissal

SUBSTANCE ABUSE	1st Incident	2nd Incident
Violation of Administrative Regulation 52	Hearing: 40 hr Suspension	Hearing: Dismissal
Failure to comply with the evaluation or treatment recommendations as determined by the Substance Abuse Professional (SAP), following a positive drug or alcohol test	Hearing: Dismissal	

DISHONESTY	1st Incident	2nd Incident	3rd Incident
Misuse of City funds	Hearing: 8 hr suspension to Dismissal	Hearing: Dismissal	
Deliberately making false accusations or statements / lying / lies of omission / Misrepresenting facts	Hearing: 8 hr Suspension to Dismissal	Hearing: 40 hr Suspension to Dismissal	Hearing: Dismissal
Theft	Hearing: 40 hr Suspension to Dismissal	Hearing: Dismissal	
Falsification of records	Hearing: 40 hr Suspension to Dismissal	Hearing: Dismissal	
Fraudulent use of leave time (Sick, IWP, Union) / Using leave time for other purposes than requested*	Hearing: 8 hr Suspension to Dismissal	Hearing: Dismissal	

*Examples include, but are not limited to, calling in sick for other purposes, and submission of an altered doctor's note.

FAILURE GOOD BEHAVIOR			
	1st Incident	2nd Incident	3rd Incident
Violating the City Internet Access and E-mail policy	Written reprimand to 24 hr Suspension	Hearing: 40 hr Suspension to Dismissal	Hearing: Dismissal
Altercation with member of the public, at citizens, customers, co-workers, supervisor, including yelling, screaming, loss of temper, or aggressive behavior	Written reprimand to 40 hr Suspension	Hearing: 40 hr Suspension to Dismissal	Hearing: 80 hr Suspension Dismissal
Disruption of the work place (which can include, but is not limited to: disparaging remarks about another, cursing, malicious gossip, refusing to speak to someone about business matters, or emotional outbursts)	Written Reprimand to 8 hr Suspension (depending on seriousness of employee's behavior)	Hearing: 8 – 40 hr Suspension	Hearing: 40 hr Suspension to Dismissal
Overt disrespect for supervision	Written Reprimand to 40 hr Suspension	Hearing: 8 – 40 hr Suspension	Hearing: 40 hr Suspension to Dismissal
Sexual Misconduct or Harassment / Violation of Administrative Regulation 25 or Administrative Regulation 55	Hearing: 8 hr Suspension to Dismissal	Hearing: 80 hr Suspension	Hearing: Dismissal
Personal use / Misuse of City equipment or property	Hearing: 8 hr Suspension to Dismissal	Hearing: 40 hr Suspension to Dismissal	Hearing: Dismissal
Gambling while on duty	Counseling to Written Reprimand	Hearing: 8 hr Suspension to Dismissal	Hearing: Dismissal
Sleeping on the job	Written reprimand to 24 hour Suspension Hearing: 8 hr Suspension to Dismissal	Hearing: 8 – 40 hr Suspension	Hearing: Dismissal
Knowingly issuing illegal or unsafe orders, approving or condoning acts that are prohibited by the City.	Written reprimand to 24 hour Suspension Hearing: 8 hr Suspension to Dismissal	Hearing: 8 hr Suspension to Dismissal	Hearing: 40 hr Suspension to Dismissal
Working when not scheduled, working unscheduled and unapproved overtime	Written reprimand – 40 hr Suspension	Hearing: 40 hr Suspension to Dismissal	Hearing: Dismissal

Violation of City's Code of Conduct (HR P&P, Section 2.8)	Written reprimand – 40 hr Suspension	Hearing: 8 – 40 hr Suspension	Hearing: 40 hr Suspension to Dismissal
Conviction of any City, State, or Federal law in connection with their duties.	Please consult with the Central Human Resources' Labor section for guidance.		

FAILURE GOOD BEHAVIOR – Forfeiture of Public Employment, Off-duty misconduct, criminal charges or convictions – Must consult City HR and Law prior to issuing any discipline	1st Incident
(1) A felony that is an offense of violence as defined in section 2901.01 of the Revised Code; (2) A felony that is a felony drug abuse offense as defined in section 2925.01 of the Revised Code; (3) A felony under the laws of this or any other state or the United States that is a crime of moral turpitude; (4) A felony involving dishonesty, fraud, or theft; (5) A felony that is a violation of section 2921.05, 2921.32, or 2921.42 of the Revised Code.	Forfeiture of Public Employment / Dismissal

For convictions that don't rise to a felony: Again, an employee may be disciplined for convicted offences. Whether a person can continue to work in their present capacity is dependent on the job relatedness of the offence. Some persons may not continue work in a particular capacity due to the fact that there are specific legal prohibitions against it. If it is discovered that an employee has been arrested or convicted of a particular offence, the Law Department and Human Resources Department should be contacted to determine if the employee can continue to work in the position that they currently hold. If they are not permitted to work in the position they currently hold, the employee may be placed in another position for which they are qualified (if one exists), demoted, or dismissed. *A person may also be disciplined for failing to report arrests or convictions – please refer to the section on "Neglect of Duty".

FAILURE GOOD BEHAVIOR – Workplace Violence				
	1st Incident	2nd Incident	3rd Incident	4th Incident
Causing physical harm or threatening harm, or demonstrating bullying behavior	Hearing: 8 hr Suspension to Dismissal	Hearing: 8 hr Suspension to Dismissal	Hearing: 8 hr Suspension to Dismissal	Hearing: Dismissal
Physical attack (fighting, hitting, pushing, shoving, throwing objects)	Hearing: 8 hr Suspension to Dismissal	Hearing: 8 hr Suspension to Dismissal	Hearing: Dismissal	
Intentionally damaging property	Hearing: 8 hr Suspension to Dismissal	Hearing: 8 hr Suspension to Dismissal	Hearing: Dismissal	
Possession or illegal use of weapons / Firearms on City Property	Hearing: 80 hr Suspension to Dismissal	Hearing: 80 hr Suspension to Dismissal	Hearing: Dismissal	

NEGLECT OF DUTY				
	1st Incident	2nd Incident	3rd Incident	4th Incident
Failure to report physical arrests or convictions*	Hearing: 8 – 40 hr Suspension	Hearing: 40 hr Suspension to Dismissal	Hearing: Dismissal	
Failure to report damage to motor equipment	Written Reprimand to 40 hr Suspension	Hearing: 40 hr Suspension to Dismissal	Hearing: Dismissal	
Unsafe work practices that caused, or could have caused death, or other serious consequences to self or others (this could be from observation of an unsafe act by a supervisor, or as a result of an accident investigation).	Hearing: 8 hr Suspension to dismissal	Hearing: 80 hr Suspension to dismissal	Hearing: Dismissal	
1. Failure to follow safety rules, which did not result in an incident. 2. Blatant or repeated disregard of SOP's or Safety Protocols. 3. Not wearing or using required safety equipment	Oral or Written Reprimand	Hearing: 8 – 40 hr Suspension	Hearing: 40 hr Suspension to Dismissal	Hearing: Dismissal

*Citations and parking offences would not apply.

NEGLECT OF DUTY	1st Incident	2nd Incident	3rd Incident	4th Incident
Failure to follow department's call-in procedure.	Oral Reprimand	Written Reprimand	Hearing: 8 – 40 hr Suspension	Hearing: 40 hr Suspension to Dismissal
Failure to inform department of change of address in a reasonable time frame	Oral Reprimand	Written Reprimand	Hearing: 8 hr Suspension	Hearing: 8 hr Suspension to dismissal
Failure to follow work procedures	Written Reprimand	Hearing: 8 – 40 hr Suspension	Hearing: 40 hr Suspension to Dismissal	Hearing: Dismissal
Not wearing required uniform or failing to adhere to established written dress code or grooming standards (employees may be immediately sent home for this and go without pay for the day)	Oral Reprimand	Written Reprimand	Hearing: 8 – 40 hr Suspension	Hearing: 40 hr Suspension to Dismissal
Not enforcing safety rules	Written Reprimand	Hearing: 40 to 80 hr Suspension	Hearing: Dismissal	
Not exercising supervisory responsibility	Written Reprimand	Hearing: 8 – 40 hr Suspension	Hearing: 40 hr Suspension (or greater), Demotion, or Dismissal	Hearing: Dismissal
Suspension / Revocation of Required Driver's License*	Hearing: 8 to 24 hr Suspension (or equivalent) and possible demotion	Hearing: 32 to 48 hr Suspension (or equivalent) and possible demotion	Hearing: 64 hr Suspension to Dismissal	

*An employee who loses their driver's license, but later receives driving privileges (allowing them to drive at work) from the courts should be permitted to operate city vehicles (provided the employee only drives a vehicle that does not require a Commercial Driver's License (CDL); a loss of license automatically suspends a Commercial Driver's License and courts cannot override the suspension of a CDL). Any agency wishing to deviate from this practice must first receive permission from the Director of Human Resources.

Incompetency or Inefficiency	1st Incident	2nd Incident	3rd Incident	4th Incident
Engaged in non-work related activities on City time, or personal use of work related materials	Written Reprimand	Hearing: 8 – 40 hr Suspension	Hearing: 40 hr Suspension to Dismissal	Hearing: Dismissal
Failure to meet work standards	Oral Reprimand	Written Reprimand	Hearing: 8 – 40 hr Suspension	Hearing: 40 hr Suspension to Dismissal

For any violation of any City or Department Policies, Procedures, Administrative Regulations, Municipal Code, or committing offenses as outline in Ohio Revised Code 124.34, or anything not specifically listed in this guide, the appropriate discipline will be decided on a case by case basis. Contact the Labor Relations Section of the Human Resources Department for guidance.

The City Manager, appointing authority, or the Director of Human Resources, or their designee, may recommend discipline which is greater or less than these guidelines.

NEGLECT OF DUTY – Accidents with Injury, and Vehicle Accidents, Equipment and / or Property Damage

Non-Preventable Incident / Accident

The employee demonstrates an acceptable level of skill and knowledge of both the established work procedures and the safety policies; and, the employee was in compliance with the said procedures and policies when the incident occurred. The investigator can identify no actions or failures to act by the employee that would have averted the incident. In the investigator's judgment, contributing environmental factors were not reasonably foreseeable or controllable.

Preventable Incident / Accident

The employee demonstrates an acceptable level of skill and knowledge of both the established work procedures and the safety policies; and, the employee was not in compliance with one or more of the said procedures and policies when the incident occurred. The investigator can identify at least one action or failure to act by the employee that would have averted the incident; and/or, the investigator can identify one or more contributing environmental factors which the employee could have reasonably been expected to anticipate or control.

A preventable accident does not have to include an injury or property damage; failing to adhere to the above mentioned policies or procedures will still be subject to discipline.

	1 st Incident / Accident	2 nd Incident / Accident	3 rd Incident / Accident	4 th Incident / Accident	5 th Incident / Accident
Discipline when having a preventable accident:	Oral Reprimand to 24 hr Suspension	Written Reprimand to 40 hr Suspension	Hearing: 8 hr Suspension to dismissal	Hearing: 24 hr Suspension to dismissal	Dismissal