LABOR MANAGEMENT AGREEMENT

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by and between

the

CITY OF CINCINNATI

and

THE CINCINNATI BUILDING TRADES COUNCIL

EFFECTIVE: MAY 13, 2012

EXPIRES: MIDNIGHT MAY 24, 2014

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THIS AGREEMENT is made between the City of Cincinnati and all Independent Boards and Commissions, hereinafter referred to as "City" and the Greater Cincinnati Building and Construction Trades Council, AFL-CIO, as agent for IBEW Local 212, Plumbers, Pipefitters & MES Local 392, Sheet Metal Workers Local 24, Painters District Council #6, Cement Finishers**/**Plasterers Local 132, and Ohio and Vicinity Regional Council of Carpenters, hereinafter referred to as "Union."

ARTICLE 1
PREAMBLE

This Labor Management Agreement entered into by the City of Cincinnati and all independent Boards and Commissions, hereinafter referred to as “the City,” and the Greater Cincinnati Building and Construction Trades Council, as agent for IBEW Local 212, Plumbers, Pipefitters and MES Local 392, Sheet Metal Workers Local 24, Painters District Council #6, Cement Finishers/Plasterers Local 132, and Ohio and Vicinity Regional Council of Carpenters, hereinafter referred to as "Union", has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code, and to set forth in entirety, the full and complete understanding and agreements between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 2
DEFINITIONS

1. City shall mean the City of Cincinnati, Ohio and all independent Boards and Commissions established by the Charter of the City of Cincinnati.
2. Union shall mean the Greater Cincinnati Building and Construction Trades Council, as agent for IBEW Local 212, Plumbers, Pipefitters and MES Local 392, Sheet Metal Workers Local 24, Painters District Council #6, Cement Finishers/Plasterers Local 132, and Ohio and Vicinity Regional Council of Carpenters.
3. Bargaining Unit shall mean those classifications listed in Appendix A, which is attached to this Agreement and is a part hereof.
4. Employee shall mean any person employed on a full time basis in one of the classifications listed in Appendix A (see 1).
5. Arbitration means a dispute settlement procedure whereby a neutral third party, mutually selected by the parties, renders a decision.
6. Letters of Agreement is a written understanding between an Agency and the Union. Letters of Agreement may be developed under the provisions of Article 25.

ARTICLE 3
NON-DISCRIMINATION

The City and Union recognize their respective responsibilities under Federal, State, and City laws relating to non-discrimination. Both parties hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, creed, national origin, age, sex, or physical disability. For the purpose of this article any form of sexual harassment shall be considered unlawful sex discrimination.

ARTICLE 4
MANAGEMENT RIGHTS

Except where expressly limited by the terms of this agreement nothing in this agreement shall be construed to restrict, limit, or otherwise impair the right of the City to manage its affairs in all respects. The right of the City to manage includes, but is not limited to, the following:

1. Direct the work of its employees;
2. Hire, promote, transfer, assign, schedule, and retain employees;
3. Suspend, discharge, or otherwise discipline employees for just and proper cause;
4. Prepare budgets, determine funding, and maintain the efficiency of governmental operations;
5. Relieve employees from duties because of lack of work and for other reasons;
6. Take actions necessary to carry out the mission of the City in emergencies;
7. Determine the methods, means, personnel, and staffing by which operations are to be carried out.

ARTICLE 5
UNION DEDUCTIONS

A. The City shall deduct bi-weekly dues from the pay of employees in the bargaining unit covered by this Agreement upon receipt from the Union of individual written authorization cards executed by the employee for that purpose and bearing the employee's signature. Employees who are not members of the Union shall have a Fair Share Fee deducted from their bi-weekly paycheck.

Dues or Fair Share Fee deductions shall be effective sixty (60) days from the employee’s date of hire or transfer to the bargaining unit. The amount of dues or fair share fee shall be certified by the Union to the Director of Finance of the City. An employee shall have the right to revoke Union dues deduction provided thirty (30) days written notice is given by the employee to the Union and the Director of Finance of the City.

B. Employees may authorize bi-weekly deductions from their wages to be forwarded to the appropriate Pension Fund. The amount of the deduction shall be certified by the employee to

the City. This deduction can be revoked provided thirty (30) days notice is given to the Director of Finance of the City.

Implementation of this article shall be contingent upon sufficient fields being available within the City's computer payroll system.

The fair share fee would be deducted in lieu of the union dues.

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

Within 60 days of the execution of this Agreement, the Union's accountant shall provide the City a certified audit, which supports the amount of the fair share fee, and the Union's legal counsel will provide the City a legal opinion, which shall state that the fair share fee as certified meets all applicable legal and constitutional requirements. An additional audit shall be provided whenever the amount of the fair share fee is changed and an additional legal opinion shall be provided whenever the fair share rebate or objection procedures are changed. All such audits and legal opinions shall specifically state that the City is entitled to rely thereon. The City reserves the right to discontinue the deduction of fair share fees if such audit and legal opinion are not provided.

ARTICLE 6
UNION REPRESENTATION

A. The City recognizes the right of the Union to select local union officials and stewards to represent the employees on grievances arising under this Agreement, in disciplinary proceedings, and in labor management meetings.

B. Local Union Officers and Stewards shall not be transferred without just and proper reason from their respective agencies and their respective shifts during their term of office unless such steward as part of his/her regular job is required to work different shifts.

C. The Union is permitted to appoint three Stewards, one of whom may act as Chief steward, to represent members of the bargaining unit.

D. The Union and Stewards shall not conduct union business on City time without permission of the agency head. The agency head shall grant permission to Stewards and Union representative for reasonable periods on City time without loss of pay to investigate and process grievances, to prepare for and represent employees in disciplinary proceedings and to participate in labor-management meetings.

E. During the contract negotiations, the Union is permitted to have two (2) employees released to attend sessions with the City. Two (2) alternates will also be appointed by the Union and will attend, in the absence of the primary members, if necessary. The City will pay

the salaries of such members serving on the Union negotiating team. Release time, whether paid or not, shall be one (1) hour before and one (1) hour after the scheduled meeting. No overtime payment will be made to employees serving on the Union Negotiating Committee. The Union shall provide the City with the names of its Negotiating Team members one week prior to the first meeting.

ARTICLE 7
UNION VISITATION

With approval of the agency head or his/her authorized representative, Union staff members shall be permitted reasonable access to the City work areas in order to conduct Union business.

ARTICLE 8
ASSIGNMENT OF WORK

The Employer shall notify the Union in writing of vacancies when an opening occurs. The individuals referred to apply for the position shall meet all the necessary skills and requirements to perform such work.
The Union agrees to aggressively address the need to increase the number of female and minority candidates referred to apply for employment.

ARTICLE 9
LAYOFF AND RECALL

Provisions of this Article shall be in accordance with the Ohio Revised Code, Section 124.32, the Civil Service Commission Rules, and the Charter of the City of Cincinnati. In lieu of layoffs, transfers between employing agencies will be made whenever possible**.**

ARTICLE 10
HOURS OF WORK AND OVERTIME

A. The regular workweek shall consist of forty (40) hours, five (5) days of eight (8) hours each. Alternate workweeks shall be determined by the City provided prior notification is given to the employees. Normally five days notice will be given unless the adjustment is because of emergency reasons.

B. A shift differential of $0.35 per hour will be paid for the shifts ending between 6:00 P.M. and Midnight.

C. A shift differential of $0.50 per hour will be paid for shifts ending after midnight and before 10:00 A.M.

D. Work performed in excess of eight hours in any one day shall be paid for at the rate of time and one-half (1-1/2x) the regular rate. Work performed on the sixth day of the workweek shall be paid at the rate of time and one-half (1-1/2x). Work performed on the seventh day of the workweek shall be paid at the rate of two times (2x) the regular rate. In order to receive these pay rates for the sixth and seventh days, the employee must be in a paid status for forty (40) hours of the week.

E. 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 (10ths) hours. Departments retain the right to require employees to use their compensatory time in accordance with existing policies.

   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.

   An employee who has requested the use of such compensatory time shall be permitted by the agency to use such time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt the operations of the agency.

F. Whenever an employee is called out to work without prior notice at times other than his regular work schedule, thereby necessitating additional travel to and from work, he shall be guaranteed four (4) hours pay at the appropriate overtime rate.

G. Work performed on a legal holiday or the day observed as such, but not both, shall be compensated in cash at double time (2x) rates in addition to the regular pay for the holiday.

H. When an employee is assigned to lead two (2) or more persons other than himself he/she shall receive SA-13 pay.

I. For the purposes of this section “lead” shall mean to guide, direct, or supervise the behavior, performance, or activities, and provide recommendations regarding performance evaluations of the same or lower level personnel.

J. With the approval of the agency head, SA-6 or SA-13 pay, as appropriate, may be paid to employees who direct the course and completion of a particular City project, providing oversight and supervision toward the project end, whether or not such supervision involves direction other City employees.

ARTICLE 11
HOLIDAYS

The following Holidays with pay are celebrated by all members of the bargaining unit:

1. New Years Day (January 1)
2. Martin Luther King's Birthday (3rd Monday in January)
3. President's Day (3rd Monday in February)
4. Memorial Day (last Monday in May)
5. Independence Day (July 4)
6. Labor Day (1st Monday in September)
7. Veteran's Day (November 11)
8. Thanksgiving Day (4th Thursday in November)
9. Day after Thanksgiving
10. Christmas Day (December 25)

Birthday Holiday: Effective January 1, 2001 each Bargaining Unit employee shall be entitled to take one Birthday holiday. The Birthday Holiday may be taken at any time during the calendar year with the approval of the immediate supervisor, subject to the normal vacation rules of the agency. This Holiday must be taken within the calendar year and may not be carried over to the next year.

In order to receive the Birthday Holiday, the Bargaining Unit Member must be employed in a full time status at the time of their actual birthday.

For purposes of this section, Holidays shall be understood as extending from 12:01 a.m. to Midnight, the day the majority of hours are scheduled. An employee forfeits Holiday pay when:

1. He is off work without pay for the week in which the holiday occurs.
2. He is absent without leave on either the workday before or after the holiday.
3. He is off without full pay on both the day before and the day after the holiday.
4. He is absent without leave on a holiday on which he is scheduled to work.

ARTICLE 12
GRIEVANCES

A. A grievance is defined as an alleged violation of a specific article and section of this Agreement arising under and during the term of this Agreement. If any grievance arises during the term of this Agreement, there shall be no stoppage or suspension of work but such grievance may be submitted to the following resolution procedure.

All written grievances must be submitted on the Union grievance form. The grievance must cite the specific article and section alleged violated in the agreement. The written grievance must also contain the remedy sought to correct the alleged grievance.

Step One: Within seven (7) calendar days of the date of occurrence of the incident or action, an employee may orally present the grievance to his supervisor. The supervisor shall meet with

the employee and the employee's steward within seven (7) calendar days after receipt of the grievance in an attempt to adjust the grievance, and shall render an answer orally to the employee and the steward within seven (7) calendar days after the Step One meeting.

Step Two: If the employee's grievance is not resolved at Step 1, the Union may, within seven (7) calendar days after the Step 1 answer is given, appeal the grievance to the grievant's Department Head. The grievance must be reduced to writing. The written grievance must include the items noted above and be signed by the employee and the authorized union officer. The Department Head or his representative may meet with the grievant and the Union representative if such a meeting is mutually agreed to between the Union and the City. The Department Head or his representative shall provide the grievant a written answer within seven (7) calendar days after receipt of the grievance.

Step Three: If the grievance is not resolved at Step Two, the Union may, within seven (7) calendar days after the City's answer appeal the grievance to the Personnel Director. The appeal shall include the original grievance, the Department Heads' response, and shall specify the basis of the appeal. The Personnel Director, or her designated representative, may meet with the grievant and the Union if the City deems such a meeting necessary. The Union and the City may mutually agree to use a mediator in an attempt to resolve the grievance. The Mediator shall be mutually selected and any cost paid equally by the parties. The Mediator shall not be required to issue a written opinion. The Personnel Director, or her representative, shall provide a written response to the Union not later than seven (7) calendar days after receipt of the written appeal.

Step Four: If the grievance is not resolved at Step Three the Union may within twenty-one (21) calendar days after the Step Three response is issued, submit the matter to arbitration. The Federal Mediation and Conciliation Service shall be contacted by the Union for a list of arbitrators.

The Union shall move to select an arbitrator within thirty (30) calendar days of the date the FMCS transmits the panel of arbitrators. The Union shall strike a name first. Thereafter each party shall strike a name until only one remains. The parties shall select an arbitration date within thirty (30) calendar days of the date the arbitrator transmits his notice of availability. The fees and expenses of the arbitrator shall be borne equally by the City and the Union. The aggrieved employee, any necessary witnesses, and one selected Union officer shall not lose any regular straight time pay for time used to attend the arbitration hearing.

B. **Arbitrator's Authority**: The arbitrator shall have jurisdiction only over disputes arising out of grievances as to the interpretation and/or application of the specific provisions of this Agreement. In reaching a decision the arbitrator shall have no authority to add to or subtract from or modify in any way the provisions of this Agreement. The arbitrator may not order monetary damages (except for any back pay or benefits) or punitive damages, monetary or otherwise, to be paid or awarded. Within these limits the decision of the arbitrator shall be final and binding on all parties.

C. **Time Limits**: The time limits set forth in this procedure may be extended by mutual agreement, in writing, between the parties. Any grievance not timely presented or processed by the Union shall be considered resolved on the basis of the City's last response. If the City fails to answer a grievance in a timely manner, it shall not be deemed a settlement of the grievance but the union may move the grievance to the next step.

D. Once a grievance is reduced to writing it may not be altered or changed in any way.

E. A policy grievance which affects a number of employees may initially be presented by the union at Step 2 of the Grievance Procedure.

ARTICLE 13
EMPLOYEE PARTICIPATION IN OPEN EXAMINATIONS

A. Employee development is a very important part of City Service and employees are encouraged to prepare themselves for the many and varied opportunities which are available. Many employees take promotional examinations to upgrade themselves in their own department. The following procedure applies when an employee wishes to take part in a Civil Service open examination for a job which is in the employee's own or another department or division:

1. When an employee intends to take an open examination during working hours, the employee shall notify the employee's supervisor not later than the day following the filing of the employee application.

2. If the examination is scheduled to be given more than once in a day, the employee's supervisor will determine the time the employee will be excused to take the examination.

3. If the examination is to be given on the employee's off duty time, the employee shall take the examination at this time. No compensation shall be paid for time used to participate in examinations given on off duty time. Employee will so notify the clerk at the time of filing to take the examination and will be given preference for the examination session the employee shall attend.

In the event of an oral interview or a practical examination as part of the open examination procedure the same principle as stated above shall apply.

B. Each employee shall be entitled to time off with pay from the employee's job to participate in three open examinations during a twelve-month period. Participation in the written, practical and/or oral portions of any one examination shall be considered as only one examination for counting purposes. Participation in any part of such an examination without completing other necessary parts shall be considered as one examination for counting purposes. An employee may request time off without pay to participate in more examinations if the employee so desires, or use vacation or overtime credits.

C. The employee's supervisor shall allow reasonable time for the employee to be absent from work, including travel time to and from an examination, when the employee is scheduled for an examination.

ARTICLE 14
VACATION

A. Vacation credit is added each pay period in the following amounts for each bi-weekly work period:

Seniority	Bi-Weekly Vacation Credit
Less than 4 years	3.2 hours
4 years to less than 9 years	4.0 hours
9 years to less than 14 years	4.6 hours
14 years to less than 19 years	5.6 hours
19 years to less than 24 years	6.2 hours
24 years and over	7.7 hours

Each permanent employee will be credited with vacation leave according to the above table. In case of absence without pay during a bi-weekly pay period, full credit will be given if the employee works more than forty hours; one week's credit will be given if the employee works for one (1) to forty (40) hours, inclusive, in the pay period. Extra vacation for seniority will begin at the start of the anniversary pay period.

B. Employees are expected to take annual vacation each year in amounts equal to the credit earned that year. No employee may have a vacation balance in excess of that listed in the following table:

Years of Service	Days Earned Per Year	Maximum Balance Allowed
Less than 4 years	10	182
4 to less than 9	13	237
9 to less than 14	15	275
14 to less than 19	18	330
19 to less than 24	20	363
24 and more	25	451

C. Only permanent employees who work at least three fourths (3/4) time are eligible for vacation. Part time employees who work less than three fourths (3/4) time do not receive vacation credit. Three fourths (3/4) time and more are credited with the same schedule as above. When vacation credit is used the employee will receive vacation in the same proportion to full time as his work schedule is full time.

D. On retirement, death in service, layoff, military service, or resignation vacation is credited up to the last day of work, and all unused vacation is paid to the employee prior to the effective date of separation.

ARTICLE 15
HEALTH INSURANCE

A. Each new permanent, full time employee must be given the opportunity to join the hospital-surgical-medical program. Effective October 1, 2006, the Health Care Plan shall be as set forth in Appendix C. Employees shall be responsible for a portion of the health care premiums as follows:

   Effective 10/01/06: 5% per month of premiums for Single and Family coverage.

   If an additional health plan is offered during the life of the contract, the City will notify the Union and agrees to meet to discuss the possible implementation of the new plan.

B. Employees will have an open enrollment period from October 1 through October 31 each year to choose a health plan which will become effective on January 1 of the following year.

C. Although the application is filled out at the time of appointment, membership in the City of Cincinnati group will not become effective until the first of the month following completion of six (6) months of service. An eligible employee who does not join after six (6) months of service must wait until the next enrollment period to apply.

D. Employees wishing to change from a single contract to a family contract must notify the Risk Management Office of the City of Cincinnati within thirty (30) days of their marriage. Failure to notify within the thirty (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 can be transferred to the name of the other spouse at any time. Those who are members by virtue of prior employment elsewhere must pay their Health Care Provider directly until such date as the coverage under the City of Cincinnati becomes effective.

E. An employee who resigns and is then reinstated must serve a new six (6) month waiting period. An employee returning from military leave can pick up coverage on the first of the month following return to City employment provided that he/she was a member at the time of separation.

F. An employee in a non-pay status shall have the health insurance paid by the City for a maximum of three (3) months while he/she is in such status. The employee is still responsible for their portion of the health care premium, if any, while in such status. The Risk Management Office will, at the employee's request, continue the employee as a member of the City's medical plan if the employee pays the proper fee to the Risk

Management Office. If the employee drops the coverage as of the employee's first day back in City service provided that said employee completes a new health insurance application form.

G. The extent of coverage under the insurance plans provided by the City shall be governed exclusively by the terms and conditions set forth in the plans. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in these plans and shall not be subject to the grievance procedure set forth in this Agreement.

H. DENTAL AND VISION: Coverage will be provided to all bargaining unit employees. Bargaining unit employees will be offered the same plans as those offered Salary Division 0 employees.

ARTICLE 16
SICK LEAVE

Each permanent employee who works full time will be credited with two (2) hours of sick leave for each week of service with no limit on the amount of sick leave accumulated. Employees who work at least three-fourths (3/4) time but less than full time will be credited with a prorated amount of sick leave. In case of absence without pay during a bi-weekly pay period, full credit will be given if the employee works more than forty (40) hours. One weeks credit, two (2) hours, will be given if the employee works one (1) to forty (40) hours, inclusive, in the pay period.

If the employee has a break in service of less than one year he shall be credited with any accumulation of sick leave remaining at the end of this previous service.

Sick leave may be used, with the approval of the Department, in any of the following instances:

1. SWP may be used because of sickness or off duty injury to the employee himself. Sickness or injury caused by outside employment cannot be charge to SWP. Sickness while on vacation cannot be charged to SWP unless the employee is hospitalized for at least one twenty four (24) hour period.

    a. SWP-D&M: One routine medical and two routine dental appointments per pay period year. The total time allowed for these visits shall not exceed twelve hours.

2. SWP-F (Family) – It is understood that SWP instances are separate and distinct from SWP-F instances. SWP-F may be granted for the following reasons:

    a. Official quarantine - for the duration of the quarantine.
    b. One (1) day to care for and make arrangements for a sick member of the immediate family. If additional time is needed, it may be granted, not to exceed five (5) working days, by the immediate supervisor provided the employee submits written

verification by the treating physician regarding the nature of the illness and the length of time off to care for a sick member of the immediate family. In cases of extended serious illness, additional time may be granted by the Human Resources Director.

c. One (1) day in case of serious accident, major surgery, critical or sudden illness involving a member of the immediate family.
d. Child birth - spouse shall receive one (1) day SWP on the day the child is born and one (1) day on the day the child is brought home.

3. SPM - Maternity Sick Leave shall be granted to employees who are physically unable to work due to pregnancy, childbirth, miscarriage, a related medical procedure or recovery there from.

4. SWP-D (Death): Death in the immediate family (husband, wife, parent, stepparent, parent in law, child, sister, brother, grandchild, grandparent, legal guardian, or member of the immediate household) four (4) days for the funeral. In the event of the death of any relative, other than the immediate family, an employee will be entitled to one (1) day to attend the funeral. Additional days may be granted at the discretion of the supervisor. No more than six days may be used for other family members in one (1) calendar year. Other than immediate family shall be limited to nieces and nephews of the spouse, sister-in-law, brother-in-law, grandparent-in-law, uncles and aunts of the spouse.

   Instances: An employee with four (4) or more instances of sick leave use during any 12 month period will be required to provide a physician's verification of illness and inability to work. SWP-D, SWP-M, or SWP-I will not be counted against an employee as an instance for use or abuse of sick leave occurrence. An occurrence of more than 3 days may require a physician's notification.

5. SWP-R: Sick Leave Conversion or Retirement: If the employee has met the required age and length of service minimums (including time purchased for military service) he will be paid one (1) hour for every two (2) hours of his SWP balance but not more than six hundred (600) hours. An employee who retired, was paid SWP-R, then returned to service cannot be paid SWP-R beyond a sum total of six hundred (600) hours which will include those hours for which payment has already been made.

6. Death In Service: The employee shall receive a lump sum payment equal to one (1) hour for each one (1) hour of the employee's sick leave balance at the time of death.

   Payment for SWP as a result of a Death In Service shall be made within sixty (60) days of the date proof of death is submitted to the deceased employees Department.

7. Ratio of Pay for SWP Sell Back: An employee can convert up to 80 hours of sick leave for 40 hours of pay (a 1 to 2 ratio) provided he/she has a sick leave balance of 200 hours after the last pay period of the pay year and has used no more than 24 hours of sick leave in that pay year. For the purposes of this section, sick with pay death will not be

counted towards the 24-hour calculation. The hours of sick leave converted to cash will be deducted from the employee's sick leave balance. Unused or unconverted sick leave will be accumulated.

8. Notification of Option: 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 the payment is made.

   Rate of Pay for Sell Back: The payment will be made at the base rate of pay in effect in the last pay period of the benefit year. The pay rate will exclude special assignment pay, shift differential pay, temporary transfer pay, etc.

   Any employee who uses no more than eight (8) hours of sick leave between pay period 1 and pay period 26 of 2007 and each year thereafter shall receive an 8-hour sick use incentive day, which must be used between pay period 1 and 26 of the following year. This provision shall go into effect PP1 of 2007.

ARTICLE 17
RETIREMENT SYSTEMS

All Bargaining Unit employees may remain in their current retirement system, subject to the rules, regulations, and the requirements enacted by the appropriate governing body. All future new hires, who are not currently in a State of Ohio public retirement system, shall become members of the City of Cincinnati Retirement System.

ARTICLE 18
INJURY ON THE JOB

A. Whenever a permanent employee shall become injured in the performance of duty he shall, upon recommendation of the City Physician, be entitled to his salary in full for the period of such injury as provided herein, not to exceed one year. The period may be extended for not to exceed one additional year by the City Manager if the employee is a bed patient in a hospital. Except in the case of continuous hospitalization, no payments shall be made for injury arising after eighteen (18) months from the date of injury. The City Manager or one designated by the City Manager shall review each case and extension every three (3) months to determine whether the employee shall be continued on the payroll. As a condition precedent to receiving the benefits provided for in this section the employee shall assign to the City that portion of his cause of action against any third party or parties responsible for his injury in the amount of the payments made by the City pursuant to this section.

B. An employee who is injured in the performance of duty shall report the injury before the end of the shift. Injuries reported after the end of the shift must be justified by the employee.

C. An employee on injury with pay leave shall keep the City informed as to his condition and expected date of return to work. In case of long-term disabilities, the City and the employee shall establish a reasonable reporting procedure. An employee who is hospitalized shall not be required to report during the term of hospitalization.

D. Injury With Pay benefits shall not be paid for the first forty (40) hours of the disability. The first forty (40) hours of the disability shall be chargeable to sick with pay. If sick with pay is not available vacation, compensatory time, or sick without pay may be used.

E. In case of injury resulting in the treatment by an emergency room, outpatient surgery, or inpatient hospitalization due to injury on the job, the first forty (40) hours of the disability period shall be compensated as injury with pay and shall not be chargeable to other leaves. The City Physician will determine if treatment by an emergency room is a medical emergency supporting the injury with pay claim.

ARTICLE 19
MILEAGE

Any employee required to use their private auto on official City business or to travel from one worksite to another worksite shall receive a mileage allowance equal to the current IRS mileage allowance with no limitation on number of miles for the paid allowance. Reimbursement for mileage will not be made for driving from home to the initial worksite for the day or from the final worksite to home at the close of the workday.

ARTICLE 20
CERTIFICATION AND LICENSING

All employees who must take certification, re-certification, licensing and other mandatory skills tests required by the City shall have their work schedules adjusted or shall receive compensatory time on an hour for hour basis, to accommodate acquiring necessary training on City time, and shall have the cost of the license reimbursed by the City.

ARTICLE 21
RELIGIOUS HOLIDAYS

A. A full-time employee may charge religious holidays to either vacation, earned overtime, or personal without pay.

B. Employees requesting religious holidays must notify their immediate supervisor at least thirty (30) days prior such day with a written notice. The supervisor shall reply in writing within five (5) working days upon receipt of the written request. The employee must receive approval from the supervisor before the employee will be excused for the

holiday.

ARTICLE 22
TUITION REIMBURSEMENT

Tuition reimbursement will be provided to bargaining unit employees according to the ordinances passed from time to time by the Council and the availability of funds.

ARTICLE 23
CREDIT UNION

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

ARTICLE 24
AMERICANS WITH DISABILITIES ACT

The Union and the City agree that, during the term of this agreement, the City may take reasonable steps to comply with the requirements of the Americans With Disabilities Act. The requirements of the Americans With Disabilities Act shall supersede the requirements of this agreement.

Article 25
LONGEVITY PAY

After 8 years	$250/year
After 14 years	$300/year
After 20 years	$350/year

Paid about December 1st of each year beginning with the calendar year in which the employee completes the term of continuous service set forth above.

ARTICLE 26
MEMORANDA OF UNDERSTANDING
LETTERS OF AGREEMENT

The Union and the Agency may negotiate Memoranda Of Understanding. A Memorandum may cover the respective Agency's work hours, operational regulations, and responsibilities which are unique or peculiar to the particular Agency. Such Memoranda Of Understanding must be agreed to between the Union and the Agency Head, and approved by the Personnel

Department. No Memorandum Of Understanding may be effective beyond the expiration of the general agreement without the mutual consent of the parties, and approval of the Human Resource Department.

Letters of Agreement may be agreed to between the Union and the Agency in order to establish a four (4) ten (10) hour per day work schedule within an agency. The duration of a Letter of Agreement shall be for not more than one year. Copy of Letters of Agreement shall be filed with the Personnel Department. Letters of Agreement are defined in Article 2 of this Labor Agreement.

Article 27
LABOR MANAGEMENT COMMITTEE

The City and the Union agree to establish a joint Labor Management Committee. This committee will be composed of three (3) members from the Union and three (3) members from the City, for a total of six (6) members. The LMC will meet quarterly.

Article 28
TEMPORARY TRANSFER PAY

Whenever an employee is temporarily assigned to a Division 3 classification the City shall notify the Union within ten (10) working days of the start of the temporary transfer. This notice shall include the reason for the temporary transfer and the expected duration. No temporary transfer shall exceed sixty (60) days unless in cases of serious illness or filling a permanent vacancy.

Article 29
JURY DUTY

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

Article 30
CORRECTIVE ACTION

A. The Union recognizes the right of the City to take corrective action with employees for just and proper cause. Corrective action may include oral and written reprimands, loss of all or part of vacation, suspension, reduction of pay within the pay range, demotion, or dismissal.

B. In cases of dismissal, the employee is entitled to payment of all wages due him with the issuance of the next regular check.

C. Oral or written departmental reprimands may not be issued without a meeting between the employee and the supervisor involved. If a decision is made to issue an oral or written reprimand, the oral or written reprimand shall be issued within thirty (30) days of the date the supervisor becomes aware of the precipitating incident. A copy of the written reprimand shall be sent to the Union Steward and the Union. In instances where an oral or written reprimand results from a pre-disciplinary hearing the thirty (30) day time limit does not apply.

D. Documentation of oral reprimands, which are maintained in the supervisor's files, and written reprimands shall be removed from the employee's records after one year provided no other corrective measures have been issued within that year. All other corrective actions shall be removed from the employee's records after three years provided no suspension or other action greater than a written reprimand has been sustained against the employee in that three-year period.

E. Employees are entitled to Union representation at any corrective action hearing or investigation. Investigations and hearings for bargaining unit employees shall be conducted in accordance with the Supervisor's Disciplinary Manual and Hearing Officer's Manual, which are issued by the City Human Resource Department.

F. No employee shall be disciplined (except for oral and written reprimands and failing to quality at the end of a probationary period) without a pre-disciplinary hearing, unless the employee specifically waives the hearing in writing. Notice of the reasons for the disciplinary actions shall be given to the Union office at least five (5) working days prior to the hearing. It is the responsibility of the official hearing the charge to advise the employee of his right to representation before the date of the hearing. In special cases, the employee may be suspended without pay pending a hearing. In such cases the hearing shall be held within five (5) working days of the suspension.

G. An employee may appeal a written reprimand commencing at Step Two (2) of the Grievance Procedure. All other corrective actions may be appealed through the Civil Service Commission.

H. As it pertains to time lines in this Article, working days are defined as Monday through Friday, not counting holidays listed in Article 10 of this agreement.

Article 31
WAGES

Effective upon ratification of this agreement, all employees in the bargaining unit will remain at their current wage rate.

A list of Bargaining Unit classifications is contained in Appendix "A" which is attached to and a part of this Agreement.

Article 32
NOTICES

Notices served on either party shall be deemed to be properly given if served upon the persons named below at the address given:
UNION: Chad Day
Executive Secretary
Greater Cincinnati Building Trades
1550 Chase Avenue
Cincinnati, OH 45223

CITY: Human Resources Director
City of Cincinnati
Two Centennial Plaza, Suite 200
805 Central Avenue
Cincinnati, OH 45202

ARTICLE 33
INTEGRITY OF AGREEMENT

This contract represents the entire agreement between the parties with respect to rates of pay, wages, hours of work, benefits, and other agreement. Any matters or subjects not herein covered have been satisfactorily adjusted, compromised, or waived by the parties for the life of this agreement. The terms of this agreement may be changed only through mutual agreement between the authorized representatives of the parties.

ARTICLE 34
TERM OF AGREEMENT

This agreement shall be effective from 12:01 a.m. on the 13th day of May, 2012 and shall remain in full force and effect until midnight on the 24th day of May, 2014. This agreement shall continue in effect unless either party shall give at least sixty (60) calendar days notice prior to the expiration date of this agreement of an intent to negotiate any or all of its provisions. Notice required under this section shall be in writing.

IN WITNESS WHEREOF, The parties hereto have duly executed this Agreement on the day of January 2, 2012.

BUILDING TRADES COUNCIL

Chad Day
Executive Secretary

James Higgins
Plumbers & Pipefitters, Local 392

Charlie Meadows
Painter D.C., #6

David Meier
S.W.O.R.C. of Carpenters

Troy Wagner
Sheet Metal Workers, Local 24

Keith Franklin
Cement Masons/Plasterers Local 132

Tony Lack
I.B.E.W., Local 212

CITY OF CINCINNATI

Milton Dohoney
City Manager

Georgetta Kelly
Director of Human Resources

Ursula McDonnell
Labor Relations Manager

Thomas Seward
Senior Human Resource Analyst – Labor Relations

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EFFECTIVE MAY 25, 2003

APPENDIX A
BARGAINING UNIT CLASSIFICATIONS

Bricklayer
Carpenter
Cement Finisher
Electrician
Painter
Painter Crew Leader
Plumber
Tinsmith

APPENDIX B

WAGES

Effective 5-13-2012

	Hourly	Bi-Weekly	Annual
Bricklayer	25.682303	$2,054.58	53,624.65
Carpenter	26.091287	2,087.30	54,478.61
Cement Finisher	24.266315	1,941.31	50,668.07
Electrician	26.880069	2,150.41	56,125.58
Painter	24.276890	1,942.15	50,690.15
Painter Crew Leader	24.697553	1,975.80	51,568.49
Plumber	30.069616	2,405.57	62,785.36
Tinsmith	27.345458	2,187.64	57,097.32

Appendix C – Health Insurance Benefits
Anthem Health Insurance Comparison Chart

Effective January 1, 2005

BENEFIT	BLUE ACCESS 80/20 Network Level 200	Non-Network
Paycheck Deduction	Single - $24.04 per month Family - $66.60 per month Pre-tax. Deductions come out 1 month in advance. 5% deduction	Not applicable
The benefits comparison sheet is meant to be a summary of your benefits only. Once a plan is selected, the Benefits Certificate will serve as the final document for detailing coverage. ALL CHARGES LISTED WITH A PERCENTAGE ARE FIRST SUBJECT TO AN ANNUAL DEDUCTIBLE.		
Maximum Annual Out of Pocket	Single - $300 deductible then 20% coinsurance until you reach $1,200, then coverage at 100%. Total = $1,500 Family - $600 deductible then 20% coinsurance until you reach $2,400, then coverage at 100%. Total = $3,000 Rx is not included above. Prescriptions always require a copay.	Single - $600 deductible then 50% coinsurance until you reach $2,400. then coverage at 100%. Total = $3,000. Family - $1,200 deductible then 50% coinsurance until you reach $4,800. Then coverage at 100%. Total = $6,000. Rx is not included above. Prescriptions always require a copay.
Network Sizes	Approx. 1400 pcp and 2200 specialists	Not applicable.

BENEFIT	BLUE ACCESS 80/20 Network Level 200	Non-Network
Dependents Over age 19)	Unmarried children to end of the year age 24, if main residence is with subscriber & are eligible as Federal tax exemptions.	Unmarried children to end of the year age 24, if main residence is with subscriber & are eligible as Federal tax exemptions.
Lifetime Max. amount per individual.	$2 million combined Network and non-network.	$2 million combined. Network and non-network.
Disease Man-agement Prog.	Covered.	Not covered.
Maternity	Deductible & then 20% co-insurance applies. Dependent female children are covered for maternity benefits. Their newborn will be covered after legal guardianship is obtained.	Deductible & then 50 T co-insurance applies. Dependent female children are covered for maternity benefits. Their newborn will be covered after legal guardianship is obtained.
Mental Health Providers	Blue Access uses the Anthem Behavioral Health Network. Go to www.Anthem.com for providers or call 1-800-887-6055 No referral needed.	See inpatient &/or outpatient treatment of mental/nervous disorders for amounts of copays.
Office Calls	Deductible & then 20% co-insurance applies.	Deducible & then 50% co-insurance applies.

BENEFIT	BLUE ACCESS 80/20 Network Level 200	Non-Network
Prescription drugs.	Member pharmacy -30 day supply $10-formulary generic $20-formulary brand name $30-non-formulary brand name Mail Order-90 day supply $20-formulary generic $40-formulary brand name $60-non-formulary brand name Supplies for diabetes and asthma clients may be covered from 80% up to 100%.	Covered at 50%. Does not count for out of pocket maximums Mail Order - not covered
Referrals	No referrals needed unless phy. requires it.	
Routine Mammograms & Routine PAP testing	Covered in full.	Deductible & then 50% co-insurance applies.
Routine Hearing Evaluation	Covered in full. One routine test covered per year.	Deductible & then 50% co-insurance applies.
Routine vision exam	Covered in full. One routine test covered per year.	Deductible & then 50% co-insurance applies.
Wellness /Preventive (physical exams) & Immunizations	Covered in full.	Deductible & then 50% co-insurance applies.

BENEFIT	BLUE ACCESS 80/20 Network Level 200	Non-Network
Alcoholism /Drug Addiction	Inpatient Substance Abuse programs are limited to 2 per lifetime. Limited to 30 days per confinement. Inpatient care must be pre-certified. Deductible & then 20% co-insurance applies. 50 Outpatient visits. Visits are combined with Mental Health.	Deductible & then 50% co-insurance applies. Inpatient & outpatient substance abuse programs (limit of 2 per lifetime) Combined with mental health.
Allergy Treatment	Testing & treatment Deductible & then 20% co-insurance applies.	Deductible & then 50% co-insurance applies.
Anesthesia	Deductible & then 20% co-insurance applies.	Deductible & then 50% co-insurance applies.
Blood	Deductible & then 20% co-insurance applies.	Deductible & then 50% co-insurance applies.
Chiropractor Spinal manipulation services)	Deductible & then 20% co-insurance applies. Limit 12 visits per year.	Deductible & then 50% co-insurance applies. Limit 12 visits per year combined with network.
Durable Medical & Surgical Supplies	Deductible & then 20% co-insurance applies. Certain supplies are covered under prescription drug card. Does NOT cover general items such as bandages, thermometers, etc. May need claim form.	Deductible & then 50% co-insurance applies. Certain supplies are not covered. Does NOT cover general items such as bandages thermometers, etc. May need claim form.

BENEFIT	BLUE ACCESS 80/20 Network Level 200	Non-Network
Emergency Room	Deductible & then 20% co-insurance applies.	Deductible & then 20% co-insurance applies.
Home Health Care	Deductible & then 20% co-insurance applies. Custodial care is not covered under any plan.	Deductible & then 50% co-insurance applies. Non-network is limited to 30 visits. Custodial care is not covered under any plan.
Hospital Inpatient	Deductible & then 20% co-insurance applies.	Deductible & then 50% co-insurance applies.
Hospice	Deductible & then 20% co-insurance applies. If medically necessary.	Deductible & then 50% co-insurance applies. If medically necessary.
Infertility	Deductible & then 20% co-insurance applies. Applicable copays depends on place of service & covered to diagnosis. Fertility treatment is not covered.	Deductible & then 50% co-insurance applies. Only to diagnosis. Fertility treatment is not covered.
Inpatient Hospital Medical /Surgical Stay	Deductible & then 20% co-insurance applies. No annual day limit, length of stay based on medical necessity. Must have authoriza-tion to admission for scheduled admissions. 60 day limit on stays for physical medicine and rehab.	Deductible & then 50% co-insurance applies. No annual day limit, length of stay based on medical necessity. Must have authoriza-tion to admission for scheduled admissions. 60 day limit on stays for physical medicine and rehab.
Inpatient Treatment of Mental	Limited to 30 days annually. Deductible & then 20%	Deductible & then 50% co-insurance applies. Limited to 30 days annually.

Nervous Disorders	co-insurance applies.	
Local Ambulance	Deductible & then 20% co-insurance applies.	Deductible & then 50% co-insurance applies.
Maxillary or Mandibular Osteotomies of Tempro-mandibular Joint dysfunc-tion (TMJ)	Deductible & then 20% co-insurance applies if medically necessary and authorized in advance.	Deductible & then 50% co-insurance applies. If medically necessary and authorized in advance.
Oral Surgery	Deductible & then 20% co-insurance applies. Expenses will be covered if for repair to an injury as a result of an accident. For initial repair of an injury to jaw, sound natural teeth, mouth or face which are required as a result of an accident. Initial repair must be within 12 months.	Deductible & then 20% co-insurance applies. Expenses will be covered if for repair to an injury as a result of an accident. For initial repair of an injury to jaw, sound natural teeth, mouth or face which are required as a result of an accident. Initial repair must be within 12 months.
Out-of-area Emergency	Deductible & then 20% co-insurance applies.	Deductible & then 20% co-insurance applies.
Out patient diagnostic services	Deductible & then 20% co-insurance applies.	Deductible & then 50% co-insurance applies.
Out patient Hemodialysis	Deductible & then 20% co-insurance applies.	Deductible & then 50% co-insurance applies.
Out patient Surgery	Deductible & then 20% co-insurance applies.	Deductible & then 50% co-insurance applies.

Out patient Treatment of Mental /Nervous Disorders	Limited to 50 visits annually. Deductible & then 20% co-insurance applies.	Limited to 50 visits annually combined with network. Deductible & then 50% co-insurance applies.
Physical Therapy and Occupational Therapy	Phy & occupational - Outpatient (60 visit limit annually) Deductible & then 20% co-insurance applies. Inpatient (60 days for physical med. & rehab. (annual)),	Phy & occupational - Outpatient (60 visit limit annually) Deductible & then 50% co-insurance applies. Inpatient (60 days for physical med. & rehab. (annual)).
Pre-admission testing	Deductible & then 20% co-insurance applies.	Deductible & then 50% co-insurance applies.
Private duty nursing	Deductible & then 20% co-insurance applies. Must be pre-approved	Deductible & then 50% co-insurance applies. Must be pre-approved.
Prosthetic Devices/ Durable Medical Equipment	Deductible & then 20% co-insurance applies. Repair or replacement due to growth or additional needs of affected member is subject to medical necessity	Deductible & then 50% co-insurance applies. Repair or replacement due to growth or additional needs of affected member is subject to medical necessity
Radiotherapy & Chemotherapy	Deductible & then 20% co-insurance applies.	Deductible & then 50% co-insurance applies.
Skilled Nursing Facility	Deductible & then 20% co-insurance applies. Days must be pre-authorized.	Deductible & then 50% co-insurance applies. Days must be pre-authorized.

BENEFIT	BLUE ACCESS 80/20 Network Level 200	Non-Network
Surgery	Deductible & then 20% co-insurance applies.	Deductible & then 50% co-insurance applies.
Surgical Assistance	Deductible & then 20% co-insurance applies. If medically necessary.	Deductible & then 50% co-insurance applies. If medically necessary.
Urgent Care Center	Deductible & then 20% co-insurance applies.	Deductible & then 50% co-insurance applies.
Transplants - Kidney, Cornea, heart, lung & pancreas, liver. Tissue Transplant Including Bone Marrow	Covered in full. $1 million lifetime maximum applies.	Deductible & then 50% co-insurance applies. Does not apply towards out of pocket maximums. $1 million lifetime maximums applies, combined with network.

Refer to Page 93 for maximum lifetime benefit amounts.

If you go out-of-network, the City cannot control the doctor's offices from balance billing for any differences between what Anthem pays and what Anthem states is your co-pay.