

CITY OF CHEVIOT  
STATE OF OHIO

RESOLUTION NO. 16 - 19

TO APPROVE A CONTRACT WITH THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES LABOR UNION FOR THE PERIOD BEGINNING AUGUST 1, 2016, AND ENDING JULY 31, 2019.

WHEREAS, the American Federation of State, County, and Municipal Employees (AFSCME) is the recognized bargaining unit for the full time employees of the Cheviot Public Works Department; and

WHEREAS, the current labor contract between the American Federation of State, County, and Municipal Employees expires on July 31, 2016; and

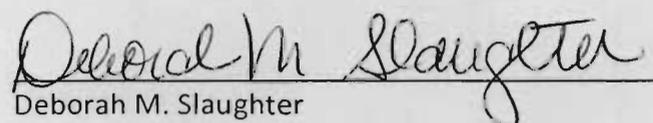
WHEREAS, prior to the expiration of the existing contract, the labor union and the city have been in negotiations to enter into a new three year agreement; and

WHEREAS, an agreement has been reached between the Mayor of the City of Cheviot and the representatives of the labor union, and the agreement is now being presented to the governing bodies of each party for approval;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CHEVIOT, STATE OF OHIO, THAT:

Section 1. The collective bargaining agreement between the City of Cheviot and the American Federation of State, County, and Municipal Employees for the period beginning August 1, 2016, and ending July 31, 2016, a copy of which is attached hereto and made a part hereof, is hereby approved.

Section 2. This resolution shall take effect immediately.

  
Deborah M. Slaughter  
President of Council

June 7, 2016  
Date passed

Samuel D Keller

Samuel D. Keller  
Mayor

6/7/16

Date approved

Attest:

Jenny M. Eiler

Jenny M. Eilermann  
Clerk of Council

APPROVED AS TO FORM:

Mark G. Waters

MARK G. WATERS  
LAW DIRECTOR

CERTIFICATION OF PUBLICATION

I, Jenny M. Eilermann, Clerk of the Council of the City of Cheviot, Ohio, hereby certify that the foregoing resolution, or a succinct summary, was published in the *Western Hills Press*, a newspaper of general circulation in the City of Cheviot, Ohio, in accordance with Section 731.21 of the Ohio Revised Code, on the following dates :

- 1) \_\_\_\_\_, 2016, and
- 2) \_\_\_\_\_, 2016.

Jenny M. Eiler

Jenny M. Eilermann  
Clerk of Council

**LABOR-MANAGEMENT  
AGREEMENT**

**BETWEEN**

**THE CITY OF CHEVIOT, OHIO**

**AND**

**AFSCME OHIO COUNCIL 8**

**LOCAL 1093A**

**EFFECTIVE**

**AUGUST 1, 2016 THROUGH JULY 31,  
2019**

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## **ARTICLE 1 RECOGNITION**

Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, and Local 1093A, American Federation of State, County and Municipal Employees, is hereby recognized by the City of Cheviot as the sole collective bargaining agent for full-time employees of the Waste Collection and Highway Maintenance Departments. The Council of the City of Cheviot agrees to meet the accredited representatives of the Union on all matters pertinent to wages, hours of work, health and safety of the employees and other conditions of employment.

## **ARTICLE 2 DEDUCTION OF UNION DUES**

Effective April 1, 1984, all employees in the bargaining unit who are not members in good standing of the Union, shall pay a fair share fee to the Union. All employees hired after April 1, 1984 who do not become members in good standing of the Union shall pay a fair share fee to the Union effective the employee's date of hire. The bi-weekly fair share amount shall be certified to the City by the Treasurer of the Local Union. The deduction of the fair share fee from the earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. The fair share fee shall not exceed the amount of dues paid by union members in any pay period.

In consideration of the agreement of the City to deduct Union membership dues, the Union hereby agrees to keep the City safe and harmless from any liability, judgments, actions, demands, causes of action arising out of, or connected with, such agreement by the City to deduct Union membership dues.

## **ARTICLE 3 GRIEVANCES**

A grievance is a dispute between an employee or group of employees and the City of Cheviot as to the meaning, application, or violation of a provision of this agreement. Should an employee claim a grievance, an earnest effort shall be made to adjust such grievance in the following manner:

**STEP 1:** Any employee having a grievance must first take it up with his/her immediate supervisor and steward. This must be done within ten (10) working days of the date on which the employee becomes aware of the incident precipitating the grievance. The supervisor shall render a decision within five (5) working days.

**STEP 2:** If the employee is not satisfied with the decision at the first step, the grievance shall then be put in writing within ten (10) working days and reviewed by the Safety-Service Director with the employee and/or a representative of the Union. The Safety-Service Director shall render a decision, in writing, within ten (10) working days of that meeting.

**STEP 3:** If an employee is not satisfied with the decision of the Safety-Service Director, the grievance shall be presented to the Mayor within ten (10) working days. At this step the employee shall be accompanied by his steward, the President of the Union, a representative of the Grievance Committee and a representative of AFSCME Ohio Council 8. The Mayor shall conduct a hearing within ten (10) working days and shall render a decision within ten (10) calendar days after the hearing.

**STEP 4:** If the above Grievance Procedure fails to resolve the grievance, the Union may, within ten (10) working days after receipt of the Step 3 answer, submit the matter to arbitration. The Federal Mediation and Conciliation Service (FMCS) shall be contacted for a list of arbitrators.

The grievant, steward, and any necessary witnesses shall not lose any regular straight time pay for time off the job while attending any arbitration proceeding.

The decision of the arbitrator shall be final and binding upon the City of Cheviot, the Union and the employees covered by this agreement. All fees and expenses for the arbitrator shall be shared equally by the City and the Union.

The time limits set forth in this Grievance Procedure may be extended by mutual written agreement. All grievances for which no timely answer is submitted by the City shall automatically be considered settled on behalf of the grievant. Grievances for which the Union fails to process according to time limits set forth in this agreement shall be considered settled on behalf of the City.

#### **ARTICLE 4 ARBITRATION**

1. Should a grievance processed in accordance with Section III - Grievances, concerning the meaning, application or violation of a provision of this agreement, it may be appealed to arbitration by the Union if done within ten (10) working days after the completion of Step 4 of the Grievance Procedure. Such notice requesting arbitration shall be in writing and signed by a staff representative of the Union.

2. The decision of the arbitrator shall be final and binding upon both parties, the aggrieved employee or employees and all other employees similarly situated. The arbitrator shall have no power to add to, subtract from or modify any of the terms or provisions of this agreement or to establish or change wage rates of job classifications and shall not substitute his or her judgment for that of the City of Cheviot, but shall only reverse the action or decision of the City of Cheviot, if they find it not supported by the facts, or that the City of Cheviot has acted arbitrarily and in bad faith in express violation of this agreement.

3. No grievance shall be considered for arbitration unless each step of the Grievance Procedure shall have been taken with time provided, and no subject shall be arbitrated which is excluded from the Grievance and Arbitration Procedures.

4. Any difference between the City of Cheviot and the Union, arising incidental to negotiations of terms of a new agreement, shall not be subject to arbitration.

## **ARTICLE 5 DISCIPLINE**

1. An employee may be disciplined for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, failure of good behavior, sexual harassment, or an accumulation of minor infractions.

2. Possible disciplinary actions resulting from a hearing are as follows:

- a. Official reprimand
- b. Loss of all or part of vacation, off-days or holidays
- c. Reduction of pay to next lower step within the Pay Range
- d. Suspension up to thirty (30) days
- e. Demotion
- f. Dismissal

3. In cases of dismissal, the employee is entitled to immediate payment of all wages due him.

4. If an absence without official leave continues for three (3) working days it shall be deemed a resignation. If within ten (10) calendar days from the last day of actual work, the absent employee furnishes a satisfactory explanation, the resignation may be set aside with approval of the Safety-Service Director.

5. In all cases of disciplinary action, the employee shall have a representative of his choice, if he so desires, and there must be a full hearing of the case with appeals the same as the Grievance Procedure.

6. Where the disciplinary action originates with the Safety-Service Director, the employee must take his or her hearing directly to the Mayor as outlined in Step 3 of the Grievance Procedure.

7. In any disciplinary action, the employee or the Union shall bear the cost of any representative of the employee.

8. Written departmental reprimands may be issued without the necessity of a hearing as outlined above. Such a reprimand is not subject to the Grievance Procedure.

**ARTICLE 6  
PROBATIONARY PERIOD**

During the first cumulative three hundred sixty five (365) days of employment (plus scheduled working days missed) employees shall be on probation, and may be suspended, transferred, disciplined, laid off or discharged by the City of Cheviot, during that time, in its sole discretion.

**ARTICLE 7  
SENIORITY**

Seniority is defined as the length of an employee's continuous service with the City of Cheviot from the date of his employment. An employee shall have no seniority for their probationary period, but upon successful completion of the probationary period, seniority will be retroactive to the original date of hire. Seniority shall govern in all matters involving promotions, transfers, layoffs, recall to work, and other employee conditions within the job classification providing the senior employee has the ability to perform the work. The Safety-Service Director shall determine the ability of each employee.

The City will grant to employees any full time service with another City or part-time service working for the City of Cheviot as for the calculation of vacation time. If an employee worked as a part-time employee, year round years will be calculated on a yearly basis. If a part-time employee worked summer months only and is hired full-time by the City of Cheviot, then a half (1/2) year credit will be given for each year.

**ARTICLE 8  
HOURS OF WORK AND OVERTIME**

1. For the purpose of computing the pay of all employees within the bargaining unit, the normal work week shall be forty (40) hours. The work schedule shall be established by the Safety-Service Director.

2. All employees with the bargaining unit who are on a per-hour basis shall receive compensation at the rate of time and one-half (1 1/2) for all work performed in excess of forty (40) hours in any one (1) week, whichever is greater, by combining the overtime hours of each day worked in the week or the excess of hours worked over forty (40).

3. Each employee with the bargaining unit who is called out before or after his normal working shift shall be assured of four (4) hours pay at a rate of time and one-half (1 1/2). The City shall be responsible for assigning work to cover the four (4) hours, or at the employee's discretion he may choose to leave and be compensated for the remaining hours at straight time.

Example: Employee works two (2) hours and chooses to leave, he will be paid for two (2) hours at time and one half (1 1/2) and two (2) hours at straight time.

4. Work performed on the employee's sixth (6th) day shall be compensated for at time and one-half (1 ½), unless the employee has not been in a pay status for forty (40) hours that week. In such cases, the employee receives straight time for the first forty (40) hours of the week, and time and one-half (1 ½) for the balance.

5. Work performed on Sunday shall be compensated for at the rate of double time (twice the hourly wage).

6. Work performed on a legal Holiday or the day observed as such, but not both (See Article IX), shall be compensated for at the rate of time and one-half (1 ½) in addition to the regular pay for the Holiday.

7. Employee's pay periods shall be bi-weekly. Pay day shall be every other Friday. In the event a holiday falls on a Friday, the preceding Thursday shall be a pay day.

## **ARTICLE 9 HOLIDAYS**

1. The following Holidays are celebrated with pay (8 hours of straight time by all members of the bargaining unit.)

- a. New Year's Day (January 1st)
- b. Martin Luther King Day (3rd Monday in January)
- c. President's Day (3rd Monday in February)
- d. Memorial Day (Last Monday in May)
- e. Independence Day (July 4th)
- f. Labor Day (1st Monday in September)
- g. Veteran's Day (November 11th)
- h. Thanksgiving Day (4th Thursday in November)
- i. Christmas Day (December 25th)
- j. Floating Holiday (this replaces Employee Birthday subject to vacation/holiday guidelines)

2. An employee, to be eligible for holiday pay must be at work and put in his full scheduled time the working day before and the working day following said holiday, unless such absence(s) on such day or days is approved by the Safety-Service Director. If any of the above holidays occur on a Sunday, the holiday shall be observed on the following Monday. If any of the above holidays occur on a Saturday, the preceding Friday shall be observed as the holiday. These employees will receive holiday pay if they work the observed holiday (Monday or Friday). If the employee works the actual holiday (Saturday or Sunday), the regular overtime rule applies.

3. In addition to the holidays previously listed, employees covered under this agreement shall be entitled to four (4) hours of holiday pay for Christmas Eve and Good Friday.

## **ARTICLE 10 VACATION**

The City of Cheviot and the Employees covered under this agreement have bargained the following schedule of vacation allowance:

- a. Less than one (1) year of service completed: NO VACATION.
- b. One (1) year of service, but less than six (6) years completed: TWO (2) WEEKS OF VACATION.
- c. Six (6) years of service, but less than twelve (12) years completed: THREE (3) WEEKS OF VACATION.
- d. Twelve (12) years of service, but less than eighteen (18) years completed: FOUR WEEKS OF VACATION.
- e. Eighteen (18) years of service, but less than twenty-four years completed: FIVE (5) WEEKS VACATION.
- f. Twenty-four (24) years or more of service completed: SIX (6) WEEKS VACATION.
- g. Bargaining unit members in good standing may take vacation hours in four (4) or eight (8) hour blocks. However, these vacation days must follow the current vacation guidelines.

If a holiday occurs during an employee's vacation time off, at the option of the Safety-Service Director, he either will be paid for the holiday if he is eligible, in addition to his vacation pay or he will be granted an additional day off in conjunction with his vacation.

An employee may carry over ten (10) days of vacation into the following year.

Selection of vacation periods shall be by seniority within each department. In lieu of taking his or her vacation an employee may, with the approval of the Safety-Service Director, continue his service and receive regular salary as well as his vacation pay. Employees who are entitled to a vacation at the time of their death, the designated beneficiary shall receive the vacation pay to which the employee would have been entitled, and if there is no designated beneficiary then their surviving spouse or estate shall receive the same.

The commencement date for the purpose of determining the vacation period shall be the date of employment; that is, the date on which the employee commences work. Service must be consecutive to qualify an employee under this section.

## ARTICLE 11 BENEFITS

### Section 11.1:

The City of Cheviot shall pay no more than forty-seven dollars and fifty cents (\$47.50) per month for each bargaining unit member, who has completed one hundred and twenty (120) consecutive calendar days of employment with the City of Cheviot to the Ohio AFSCME Care Plan for Life I, Vision I, Hearing, Prescription Drug Reimbursement, and Dental 1.

#### Health Medical Insurance

All employees electing to be included in the Health Medical Plan shall contribute toward the premium an amount equal to twenty (20) percent of the cost to the City depending on the coverage level and the plan chosen by the employee for the year August 1, 2016 through July 31, 2019. The employee contribution of twenty (20) percent shall be adjusted annually as the cost to the City is adjusted by the medical plan provider. All payments required hereunder shall be made on a pretax deduction basis. Said deductions shall be made in equal installments in each biweekly pay period. Premiums may go up or down yearly but will always be at a twenty (20) percent rate.

The city shall provide a Health Reimbursement Allowance (HRA) Account for all employees and contribute annually the dollar amount described below. The City fiscal year regarding Health Medical Plan shall be August 1<sup>st</sup> through July 31<sup>st</sup> of each year. Reimbursement for any deductible expenses must be accompanied by your Explanation of Benefits (EOB) form from the insurance company. The HRA Allowance shall depend on the coverage level chosen by the employee; all unused HRA Allowance shall be rolled over into the employee HRA account for the subsequent year with no cap on the dollar amount. Upon retirement, the employee will be able to access his/hers unused HRA Allowance that he/she accumulated during his/hers active employment. However, if the employee resigns or terminates employment he/she shall no longer be eligible for the allowance. Receipts of services will still be required in order to receive reimbursement. The City and employee shall abide by Federal Statute regarding HRA accounts. See HRA schedule below.

If there is a change in status, adding or dropping dependants the HRA Allowance will be changed accordingly as of the 1<sup>st</sup> of the following month.

The City also agrees that once an employee has depleted their HRA account, they may submit additional HRA eligible expenses for reimbursement. See additional Health Reimbursement Funding below.

Representatives of the bargaining unit employees will form a two (2) person insurance committee so their views may be considered when the Employer purchases this insurance. The Union and bargaining unit members agree that no substantially equivalent clause will exist with regard to the choice of medical plan providers, insurance company, or levels of benefits.

Health Reimbursement Arrangement (HRA) Allowance

<u>Coverage Level</u>	<u>Employers Annual Contribution</u>
Single	\$ 420.00
Employee/Spouse	\$ 840.00
Employee/Child(ren)	\$ 840.00
Family	\$1,200.00

The City of Cheviot will also offer an HSA (health savings account) to its employees.

Additional Health Reimbursement Funding

<u>Employee Expenses</u>	<u>Additional City Funding</u>
\$1,000.00 - \$1,999.99	50% once HRA is exhausted
\$2,000.00 – and above	City pays one hundred (100) percent

Employee Opt Out Plan

Each employee shall be eligible to opt out of the Health Medical Plan provided by the City if they so choose, and can show proof of health coverage elsewhere. Employees choosing to opt out will have no health medical coverage through the City of Cheviot; however he/she will be entitled to a monthly prorated amount that is as follows:

Single	\$2,000.00 or \$166.66 per month
Employee/Spouse	\$2,500.00 or \$208.33 per month
Employee/Children	\$2,500.00 or \$208.33 per month
Employee/Spouse/1 Child	\$3,000.00 or \$250.00 per month
Employee/Spouse/ 2+ Children	\$3,000.00 or \$250.00 per month

In the event the employee that has chosen to opt out of the Health Medical Plan subsequently loses his/her coverage from that plan, he/she shall be eligible to return to the City's Health Medical Plan upon completion of the enrollment documents. The HRA allowance shall be prorated based on the entry into Health Medical Plan.

\*\*Employee opt out: If the new federal health care plan (1/1/14) imposes penalties or sanctions of any type for any reason, on a city for employee withdrawal then the city reserves the right to stop employee opt out payments.

There will be a spousal waiver/surcharge for the spouse of an employee who is eligible for health insurance coverage through their Employer, but chose's to enroll in the City of Cheviot health insurance plan.

Subject to the following conditions:

- 1) The spouse must be working an average of 32 hours per week at their Employer.
- 2) The Employer must offer an Employer sponsored health plan with an Employer contribution level of 75% or greater.
- 3) If the two above conditions are met and the spouse still wants to be covered under the City of Cheviot health insurance plan an additional amount will be added to the employee's contribution rate for coverage of employee/spouse, employee/spouse/1 child or employee/spouse/2+ child.
- 4) The additional surcharge amounts will be \$35 bi-weekly **for the life of this agreement.**

## ARTICLE 12 BARGAINING UNIT

In the Maintenance, Highway and Waste Collection Departments, all classifications up to that of a superintendent shall be included. The superintendent may become a member of Ohio Council 8, but the City of Cheviot will not recognize him as part of the bargaining unit, nor shall he serve as committeeman or representative of the bargaining unit.

Any superintendent who feels he can no longer perform the duties assigned him has the right, under this agreement, to resign this position as superintendent and revert back as a member of the bargaining unit with all rights or seniority commencing with the date of his employment with the City of Cheviot.

When the Superintendent is absent, a foreman will be appointed and the Foreman shall be recognized by all members of the bargaining unit as the second (2<sup>nd</sup>) in command and will direct work assignments to employees. The Foreman shall become the sole director of operations for both departments and will take his direction from the SSD. The Public Works Foreman shall receive as compensation an additional one dollar (\$1.00) per hour.

Promotions: All bargaining unit members (Maintenance Department) are entitled to a "Promotional Process". This will include an interview process by a three (3) person board established by the City of Cheviot. All Maintenance Department members are eligible for the promotional process regardless of current status.

### ARTICLE 13

The City of Cheviot and AFSCME agrees to an increase for the next three years: five percent (5%) 2016, three percent (3%) 2017 and a three percent (3%) increase in 2018.

The following Job Classification and Wage Rates are hereby established, effective August 1, 2016:

Laborer, Maintenance Department \$22.65 per Hour

The following Job Classification and Wage Rates are hereby established, effective August 1, 2017:

Laborer, Maintenance Department \$23.33 per Hour

The following Job Classification and Wage Rates are hereby established, effective August 1, 2018:

Laborer, Maintenance Department \$24.03 per Hour

**Alternate Pay Schedule** Employees hired after June 1, 2006, shall start on the alternate pay schedule, which shall be as follows:

New hire- Laborer Maintenance Department

Year One- \$13.50

Year Two- \$15.00

Year Three-\$16.50

Year Four- \$18.00

Up to scale after completion of fourth year.

Note: These employees are not eligible for annual percentage increases until after completing their fourth year.

New hire - Laborer Waste Collection Department

Year One- \$12.00

Year Two- \$12.75

Year Three-\$13.75

Year Four-\$14.75

Year Five-\$16.50

Year Six-\$18.00

Current employees will jump a year in the pay scale and will continue thereafter on the scale until corresponding year and date of hire.

Example:

Those making \$14.00 will now make \$14.75 until year five (5).

After completion of sixth year these employees will be given raises annually as negotiated in the contract. However, they will forever remain on the alternative pay schedule.

Employees who transfer from Labor, Waste Collection to Laborer, Maintenance Department will enter the pay scale in the current year they are being paid. Example: 3<sup>rd</sup> year Waste Collection employee transfers to the Maintenance Department will be paid at the 3<sup>rd</sup> year pay rate for Maintenance Department pay rate.

#### **ARTICLE 14 LONGEVITY**

1. All employees within the bargaining unit shall receive longevity pay in the amount of five hundred twenty five dollars (\$525.00) after three (3) years of service. Thereafter, the employee will be entitled an additional \$175.00 per year of service up to ten (10) years for a maximum benefit of one thousand seven hundred fifty dollars (\$1,750.00).

2. Longevity will be determined from an employee's original date of employment and is calculated as of November 1 of each year. If an employee's employment date falls from the first (1st) through the fifteenth (15th) of the month, longevity will be computed from the first (1st) of that month. If an employee's employment dates falls from the sixteenth (16th) through the last day of the month, longevity will be computed from the first (1st) day of the next month. Longevity for partial-year payments will be computed by dividing the total amount by twelve (12) months, and payment will be computed on a monthly basis.

3. The City of Cheviot shall make payment of the longevity pay benefit in a lump sum with the first (1st) pay period in December of each year.

4. In the event of death, retirement, or termination of an employee, longevity due for that year will be paid through the date of death, retirement, or termination on the same basis as partial-year payment computations in a lump sum with any other earned terminal pay.

Employees hired on or after August 1, 2013 shall not receive longevity benefits.

#### **ARTICLE 15 NO STRIKES - NO LOCKOUTS**

Neither the Union, its members, or any employee, individually or collectively, shall cause, call, authorize, instigate, condone, participate in, or encourage any work stoppage, strike, slowdown, picketing, bannering, boycott, or any other action which will interrupt or interfere with the operation of the City of Cheviot. The City agrees not to lock out its employees.

## **ARTICLE 16 MANAGEMENT**

The City of Cheviot reserves to itself the right to hire, transfer and promote; to discharge or discipline any employee for just cause to maintain the efficiency and discipline of employees; to control the training, number of employees and skills required therefore; for the maintenance of a high standard of service to the public and in the interest of its success, subject to the provisions of this agreement.

## **ARTICLE 17 SICK LEAVE**

Sick leave credit for full-time employees shall be computed on the basis of hours and active pay status up to a maximum of fifteen (15) days per year and shall be credited at the appropriate rate per month of active service. Unused sick leave is cumulative indefinitely. An employee will not receive sick time credit for any overtime worked nor shall there be any provision for advanced sick leave.

Except in the case of emergency, the employee must notify his or her immediate supervisor or other designated person in advance, if possible, and in any event not later than five (5) minutes after the time the employee is due to report for work if any illness will cause that employee to be absent or late.

Any illness necessitating the absence of the employee for more than three (3) days must be substantiated by a statement from a doctor describing the nature of the illness. This statement must be received and approved by the Safety-Service Director.

Upon return from any absence from employment related to illness, the employee must complete and sign an affidavit of sickness. If the employee has been under a doctor's care, a statement from the doctor must be included indicating the first (1st) day of the illness, nature of the illness, and the authorization of the doctor for the employee to return to work.

An employee may be required to substantiate the legitimacy of the absence in addition to the completion of the affidavit of sickness.

Falsification of either the written affidavit or the signed statement of the physician's certificate will be grounds for disciplinary action, including dismissal and refund to the City of salary or wages during sick leave.

An employee shall be charged for sick leave only for the days upon which the employee would otherwise have been scheduled to work. Sick leave payments shall not exceed the normal scheduled workdays or work week earnings.

An employee who becomes eligible for Workers' Compensation payment for loss of time may choose to use sick leave before such payments are made. If an illness or disability continues

past the time covered by earned sick leave, the employee may be granted either a leave of absence or disability leave. Sick leave may be taken in one (1) hour increments.

Employees with ten (10) or more years of service with the employer shall receive payment of remaining accumulated sick days upon, death, termination, or retirement, at the rate of twenty-five percent (25%), up to the maximum of thirty (30) day's pay.

## **ARTICLE 18 UNIFORMS**

The City of Cheviot will furnish a uniform allowance to all Public Works employees. The amount of the uniform allowance will be five hundred and fifty (\$550.00) annually. All uniforms shall bear the appropriate City logo and shall be worn at all times during hours on duty. Failure to do so shall result in any such employee being sent home without pay on the first occurrence, and other appropriate responses if such conduct continues. Employees shall wear their uniforms in such a manner to be safe on the job and have an orderly appearance.

Employee uniform allowances will be dispersed during the first week of September, annually. Each employee will be responsible to purchase, replace and clean any uniform related item. Worn or unsafe attire will be deemed so by the Public Works Superintendent and must be replaced. Failure to replace worn or unsafe uniform attire will result in discipline explained in previous paragraph.

Each employee is responsible to have at least five (5) pairs of pants, five (5) t-shirts, one (1) coat, one (1) pair of steel toed boots that meet ANSI Z-41 standard. Other items and accessories may be purchased as needed or deemed necessary.

If employee quits, retires or is terminated, the uniform allowance will be prorated and deducted from last check.

## **ARTICLE 19 FUNERAL LEAVE**

In the event of death in the immediate family, an employee shall qualify for funeral leave with pay for up to three (3) consecutive work days (24 hours) for participation in funeral services or arrangements.

For the purpose of this section, "immediate family" is defined as "spouse, child, step-child, grandchild, parent, grandparent, brother, sister, parents, and grandparents of spouse."

**ARTICLE 20  
COMMERCIAL DRIVER'S LICENSE**

The parties agree that pursuant to the Commercial Motor Vehicle Safety Act of 1986 (Title XII, Pub. L 99-570) and Section 4506 O.R.C., all employees are required to obtain and retain a Commercial Driver's License (CDL) as a condition of employment.

Whenever a CDL is referred to, it is understood to mean the CDL and any required endorsements. The policy shall be applied to all current and future employees.

The Employer will provide training to those employees required by the City to pass the Commercial Driver's License examination. The Employer will make every reasonable effort to schedule the training during normal working hours. Employees shall be permitted time off to participate in the training. The training shall be at the Employer's expense.

All employees will be granted time off with pay to take the knowledge and driving test. All license and testing fees including renewals will be paid by the Employer.

In order to implement this provision, the parties agree to the following:

1. The Employer will reimburse the cost of the required CDL Group License and Endorsement.
2. The Employer will reimburse the fee for the skills test, if required. Where a skills test is required, the employee will be permitted to utilize the appropriate Employer vehicle.
3. Any employee hired after January 1, 1991, shall be required to obtain the necessary CDL certifications before or within the expiration of their probationary period, as a condition of a successful completion of the probationary period.
4. Employees required to obtain a medical certification of fitness shall have the "Examination to Determine Physical Condition of Drivers" Form filed in their medical file. A copy of the medical "Examiner's Certificate" shall be filed in their personnel file. The Employer agrees to pay for the examination and to grant administrative leave for the time necessary to complete the examination.

**ARTICLE 21  
INJURY LEAVE**

In the event of a service connected injury or occupational illness incurred in the active discharge of duty, which illness or injury is not a result of "horseplay", self-infliction, or negligence by the employee, the Employer shall grant the employee, beginning on the fourth (4th) calendar day of absence or the first (1st) day the employee is admitted to a hospital as an

inpatient, whichever is earlier, injury leave with full pay for a period not to exceed sixty (60) work days. Extensions of injury leave may be granted at the discretion of the City Doctor with the consent of the Employer upon request for an extension from the employee.

## **ARTICLE 22 SAFETY OF EQUIPMENT**

1. If an employee feels the equipment assigned for his use is not suitable for use, he shall immediately report it to his supervisor for a determination of whether it should be used.
2. There shall be no disciplinary action taken against an employee who reports an unsafe piece of equipment.
3. All employees shall report unsafe equipment to the Safety-Service Director, in writing and the employee shall receive a copy for his records.
4. All employees are responsible, at the end and course of any given workday, for cleaning equipment used and reporting any defect found during the use of such equipment.

## **ARTICLE 23 DOCUMENTATION**

Upon request any employee shall receive a copy of any document they are required to sign other than sign-in sheets from the administration in a timely fashion.

## **ARTICLE 24 LUNCH**

Lunch break for members of the bargaining unit shall be from 11:30 a.m. to 12:30 p.m. or at the discretion of the Superintendent of Public Works. Employees may leave a job assignment no earlier than ten (10) minutes prior to the lunch break in order to return to the Maintenance Garage. Employees are expected to return to job assignments immediately after lunch break.

There shall not be any mid-morning or mid-afternoon breaks during the work day schedule.

## **ARTICLE 25 COURT LEAVE**

Employees shall be granted leave with pay for jury duty or who have been subpoenaed as a witness in a court case or hearing involving the City. The employee must keep City officials informed of time that said employee will be in court. Employees shall return to work if time permits after serving in court. All compensation received for court or jury duty is to be remitted by the employee to the City.

Employees who are required to appear in court over matters not related to the City, with the approval of the Safety-Service Director, may be granted leave without pay or vacation leave at the employee's request.

## **ARTICLE 26 COMPENSATORY TIME**

All employees shall have the option of receiving compensatory time in lieu of overtime. The maximum amount of compensatory time to be accrued is eighty (80) hours. Hours will be accumulated at the appropriate overtime rate. Compensatory time may only be used with the approval of the Safety-Service Director and may be taken in one (1) hour increments. If the accumulated compensatory time is not used by November 30th of each year, it shall be cashed out with a payment due the first full pay period of December.

At an employee's request, accrued compensatory time may be cashed out as many times in a year with a minimum of twenty (20) hours at a time, with a lump sum payment made on the second paycheck after the request is made. All accrued compensatory time shall be cashed out as of December 1<sup>st</sup> each calendar year and a lump sum payment made on the first paycheck during the month of December.

Currently if one (1) employee is on leave for a day, no other employees are permitted to take the same day off.

Henceforth, more than one (1) employee from each department may be off on the same day when workload and operation efficiency will not be put in jeopardy. Requests for a single day off shall be made five (5) working days in advance of the date. Unavoidable emergencies will be reviewed on a case-by-case basis when a week's notice is not possible. The Public Works Superintendent will have the authority to approve such requests. Such requests shall be approved/disapproved by the following work day.

The Union acknowledges that during critical workload times that vary with each season, such as mowing and snow removal, a request where more than one (1) employee will be off may be denied after due consideration.

## **ARTICLE 27 WINTER/SUMMER HOURS**

All bargaining unit employees working hours shall be 7:00 a.m. to 3:30 p.m. each day. Beginning May 1<sup>st</sup> of each year, or at the discretion of the Safety-Service Director, all employees will begin work one half (1/2) hour earlier, starting at 6:30 a.m. to 3:00 p.m. until after the second weekend in September, when all employees will revert back to their normal working hours.

**ARTICLE 28  
LIGHT/RESTRICTED DUTY POLICY**

An employee who is absent from duty due to a work-related injury or occupational disease of a temporary nature, and who may qualify for and participate in a rehabilitation program approved by the Bureau of Workers' Compensation, may, upon mutual agreement of management and the employee, and in consultation with the union, be returned to work to perform restricted duty, if available, within the same division, for a period of no more than thirty (30) days for the purpose of transitioning back to full duty.

Restricted duty is any job, work assignment or duty within the division that an employee **limited** from his/her regular assignment is qualified for and physically and mentally capable of performing. Restricted duty assignments are made solely at the discretion of management.

An employee's work restriction will be based on the advice of the attending physician and/or City doctor. While on restricted duty, an employee will earn his/her regular hourly rate of pay.

Upon review by management, an employee's alternative placement may be extended for an additional thirty (30) days.

Whatever restricted duty that can be performed from being injured on the job shall also be permitted if injured off the job.

**ARTICLE 29  
P.E.O.P.L.E. DEDUCTION**

All bargaining unit employees shall have P.E.O.P.L.E. donations deducted from their paycheck upon request of said employees(s). The requested amount deducted shall be transmitted in the same manner to A.F.S.C.M.E. Ohio Council 8 as the membership dues deduction, except by separate check, no later than five (5) days after deduction, effective June 1, 2010.

**ARTICLE 30  
DURATION**

This agreement shall be in full force and effect on the 1<sup>st</sup> day of August 1, 2016, and shall remain in full force and effect until midnight of the 31<sup>st</sup> day of July, 2019, unless either party serves notice of intent to negotiate on any of the provisions of this agreement at least sixty (60) days prior to July 31, 2016, or any successive July 31<sup>st</sup>, thereafter.

This agreement constitutes the entire agreement between the City of Cheviot and Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, Local 1093-A, and concludes collective bargaining negotiations on any and all subjects for its duration, even though such subjects were neither proposed, considered, or contemplated by either or both parties at the time this agreement was negotiated or executed.

**SIGNATURE PAGE**

In Witness Whereof, the parties have hereunto signed by their authorized representative this day of \_\_\_\_\_, 2016.

**FOR AFSCME LOCAL 1093(A)**

**FOR THE CITY OF CHEVIOT:**

\_\_\_\_\_  
**Mark Caddo**  
**AFSCME Staff Representative**

\_\_\_\_\_  
**Samuel D. Keller**  
**Mayor**

\_\_\_\_\_  
**Justin Wethington**  
**Union Steward**

\_\_\_\_\_  
**Mark Waters**  
**Law Director**

\_\_\_\_\_  
**Pat Frazier**  
**Union Steward**