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**AGREEMENT BETWEEN  
THE CITY OF CAMBRIDGE**

**-and-**

**AFSCME OHIO COUNCIL 8, AFL-CIO  
AND AFSCME LOCAL 2316**

**Effective January 29, 2019  
through January 28, 2022**

**SERB Case No. 2018-MED-11193**

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## ARTICLE 1 PREAMBLE/PURPOSE

**Section 1.1.** This collective bargaining agreement is entered into by and between City of Cambridge, Ohio, hereinafter referred to as the "Employer," and Local 2316 and Ohio Council 8 and American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO, hereinafter referred to as the "Union," and has as its purpose, the establishment of wages, hours, terms and other conditions of employment of all employees in the bargaining unit of the Agreement.

## ARTICLE 2 UNION RECOGNITION

**Section 2.1.** The Employer recognizes the Union as the sole and exclusive representative for those employees included in the bargaining unit. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals employed by the Employer in the classifications listed.

**Section 2.2.** All present positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

**Section 2.3.** The bargaining unit shall consist of all non-uniformed employees of the City of Cambridge including Labor I & II; Equipment Operator I, II & III; Mechanic I & II; Assistant Chief Operator; Chief Operator; Plant Operator I, II & III; Plant Operator I, II, & III Certified; Pipefitter I & II; Pipefitter I & II Certified; Pretreatment Coordinator; Water Meter Reader; Serviceman; Custodian; Maintenance Person; Park Laborer; and Pipefitter/E.O.; Pipefitter I/E.O. Certified; Pipefitter II/E.O. Certified; Lab Analyst I; Lab Analyst II, Lab Analyst III, Lab Analyst IV; Operator in Training; and Traffic Control Technician/Equipment Operator.

**Section 2.4.** The following employees are specifically excluded from the bargaining unit: office clerical employees; accounting section employees; management level employees; Police and Fire Department employees; and supervisors as determined by the Act including foremen; Utility Director; Street Superintendent.

**Section 2.5.** In the event a new classification is established, the Employer and the Union will meet promptly for the purpose of determining whether the classification shall be included in the bargaining unit. If the Employer and the Union cannot agree on this issue, a unit clarification petition will be filed with SERB to permit SERB to make the determination.

## ARTICLE 3 UNION REPRESENTATION

**Section 3.1. Local Union Officials.** The Employer agrees to recognize the President of Local 2316 and six (6) stewards for the purpose of conducting Union business pursuant to this article.

The Union shall provide to the Employer an official roster of its officers and local Union stewards which is to be kept current at all times and shall include the following:

1. Name
2. Address
3. Home telephone number
4. Immediate supervisor
5. Union office held

No employee shall be recognized by the Employer as a Union representative until the Union has presented the Employer with written certification of that person's selection.

The department in which the steward works shall be his only area of permissible activity.

**Section 3.2.** The Union may select one (1) steward as chief steward. In the absence of the steward assigned to the represented group, as noted above, the chief steward will have the same privileges as the steward, with the added responsibility of representing stewards.

**Section 3.3.** A steward involved in representation of an employee at a grievance representation will be permitted to leave his work and work area to represent that member at the grievance presentation or to be present at said presentation.

A steward shall also be permitted reasonable leave with pay to investigate and process grievances.

**Section 3.4.** The staff representative may consult with bargaining unit members in the assembly area before the start of and at the completion of the day's work, and he shall be permitted access to work areas at all reasonable times only for the proposes of adjusting grievances, assisting in the settlement of disputes and for the purpose of insuring that the provisions and aims of this contract are properly followed. The staff representative of the Union shall make his presence at the facility known to management and shall receive permission from the department head prior to contacting employees. The staff representative of the Union shall not interfere with any employee's work assignment.

**Section 3.5.** The local Union president shall have the privileges accorded to a steward or staff representative when it is known that the steward or staff representative will be absent or unavailable.

**Section 3.6.** It is understood that absence from assigned work does not authorize Union officials, including stewards, to be absent from their jobs without authorization.

## **ARTICLE 4** **BULLETIN BOARDS**

**Section 4.1.** The Employer agrees to provide bulletin boards in agreed upon areas of each facility for use by the Union.

**Section 4.2.** It is understood that no material may be posted on the Union bulletin boards at any time which contain the following:

- A. Personal attacks upon any other member or any other employee;

- B. Scandalous, scurrilous or derogatory attacks upon the administration;
- C. Attacks on any other employee organization; and,
- D. Attacks on and/or favorable comments regarding a candidate for public office.

**Section 4.3.** No Union related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin boards designated for use by the Union.

## ARTICLE 5 DUES DEDUCTION

**Section 5.1.** The Employer agrees to deduct Union membership dues in accordance with this article for all employees eligible for the bargaining unit upon the successful completion of their individual probationary periods.

**Section 5.2.** The Employer agrees to deduct regular Union membership dues once each month from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. Upon receipt of the proper authorization, the Employer will deduct union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer. The total amount of dues and fees, together with a separate alphabetical list of the names of employees for whom dues and fees are deducted shall be transmitted to the Controller, AFSCME, Ohio Council 8 Headquarters Office, 6800 North High, Worthington, Ohio 43085-2512, no later than the tenth (10<sup>th</sup>) day following the end of the pay period in which the deduction is made. A copy of the alphabetical list of names shall also be transmitted to the Ohio Council 8 Athens Regional Office.

**Section 5.3.** The Employer will deduct voluntary contributions to the American Federation of State, County and Municipal Employee International Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.

The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within five (5) to fifteen (15) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, PO Box 65334, Washington, DC 20035. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction. An employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time.

The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

All PEOPLE contributions shall be made as a deduction separate from the dues deductions.

**Section 5.4. Union Membership Revocation/Maintenance of Membership.** Employees who are members of the Union may revoke their Union membership at any time by sending written notice to the Union of their desire to drop their Union membership. Revocation of Union membership does not revoke Union dues authorization, which may only be revoked as set forth below.

**Union Dues Revocation.** Any employee who has submitted a dues checkoff authorization card may withdraw or revoke the same at the time and in the manner specified on the dues checkoff authorization card signed by the employee or as amended by the Union if the amendment specifies a shorter revocation period than one fifteen (15) day period tied to the end of the Collective Bargaining Agreement. Copies of employees' dues check off authorization cards are available from the Union upon request.

**Section 5.5.** The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence.

**Section 5.6.** The Employer shall not be obligated to make dues deductions from any employee, who during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

**Section 5.7.** The parties agree that neither the employee nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim or error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

**Section 5.8.** The rate at which dues are to be deducted shall be certified to the payroll clerk by the treasurer of the Union. Any time that there is a dues change, however, one (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deductions.

**Section 5.9.** Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

**Section 5.10.** All new employees will be required to have an orientation provided by the Union.

## **ARTICLE 6** **MANAGEMENT RIGHTS**

**Section 6.1.** The Union recognizes the right and authority of the Employer to administer the business of the City of Cambridge, and in addition to other functions and responsibilities which are required by law, the Union recognizes that the Employer has and will retain the full right and responsibility to direct the operations of the department, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, which more particularly include but are not limited to the following except where modified by the express terms of this Agreement:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff and recall or to reprimand, suspend, discharge or discipline for just cause to maintain order among employees;
- B. To manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed;
- C. To determine the department's goals, objectives, programs and services, and to utilize personnel in the manner designed to effectively meet these purposes;
- D. To determine the size and composition of the work force in the Employer's organizational structure, including the right to relieve employees from duty due to lack of work or lack of funds;
- E. To determine the hours of work and work schedules required to most efficiently operate;
- F. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- G. To determine the necessity to schedule overtime and the amount required thereof;
- H. To maintain the security of records and other important information;
- I. To determine the overall budget;
- J. To maintain and improve the efficiency and effectiveness of the Employer's operations; and,
- K. To determine and implement necessary actions in emergency situations.

## ARTICLE 7 GRIEVANCE PROCEDURE

**Preamble:** The Employer will process all grievances brought to its attention in a timely manner by bargaining unit employees, in accord with these procedures. It is the right of every employee in the bargaining unit to use the prescribed grievance procedure without reprisal action being taken.

**Section 7.1.** A grievance under the terms of this Agreement is defined as a dispute between the Employer and the Union or between the Employer and an employee or employees involving the alleged violation of any provision of this Agreement, except as excluded herein, including disciplinary actions as defined herein; and when such grievances arise, the following procedure shall be observed:

**Section 7.2.** All grievances must be processed at the proper step in order to be considered at subsequent steps. Any employee or the Union may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not processed by the employee

within the time limits provided shall be considered resolved based upon management's last answer.

Any grievance not answered by management within the stipulated time limits may be advanced by the grievant to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual consent of the parties.

**Section 7.3.** It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Union to effect the resolution of grievances at the earliest step possible.

**Step 1:** In order for an alleged grievance to receive consideration under this procedure, the grievant must identify the alleged grievance to the foreman or superintendent within seven (7) calendar days of the occurrence that gave rise to the grievance or within seven (7) calendar days from the time the grievant should have reasonably became aware of the occurrence. The foreman or superintendent shall investigate and provide an appropriate answer within seven (7) calendar days following the date on which the supervisor was presented the grievance. The appropriate Union representatives at this Step are the steward, chief steward or local Union president.

**Step 2:** If the grievance is not resolved in Step 1, the grievant shall reduce the grievance to writing and may within seven (7) calendar days following the Step 1 reply, refer the grievance to the immediate supervisor at Step 2 of the grievance procedure. The immediate supervisor shall have seven (7) calendar days in which to schedule a meeting with the grievant. The immediate supervisor shall investigate and respond in writing to the grievance within seven (7) calendar days following the meeting date. The appropriate Union representatives at this step are the steward, chief steward and/or the local Union President.

**Step 3:** If the grievance is not resolved in Step 2, the grievant may refer the grievance to the department head, within seven (7) calendar days after receiving the Step 2 reply. The department head shall have seven (7) calendar days in which to schedule a meeting with the grievant. The department head shall investigate and respond in writing to the grievant and/or appropriate Union representative within seven (7) calendar days following the meeting. The appropriate Union representative at this step is the steward, the chief steward, the local Union president and/or the Union staff representative.

**Step 4:** If the grievance is not resolved in Step 3, the grievant may refer the grievance to the City Director of Public Service within seven (7) calendar days after receiving the Step 3 reply. The City Director of Public Service shall have seven (7) calendar days in which to schedule a meeting with the grieved employee. The City Director of Public Service shall investigate and respond in writing to the grievant and/or appropriate Union representative within fourteen (14) calendar days following the meeting. The appropriate Union representative at this step is the same as Step 3.

**Step 5:** Mediation may be used if agreed upon by both parties.

**Step 6: Arbitration.** If the grievance is not satisfactorily settled in Step 4, the Union may make a written request that the grievance be submitted to final and binding arbitration. A request for arbitration must be submitted within twenty-eight (28) calendar days following the date the grievance was answered in Step 4 of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the fourth step reply.

Upon submission of a request for arbitration to the Employer, the Union shall within fourteen (14) calendar days following the request for arbitration request a list of nine (9) impartial arbitrators from Ohio from the Federal Mediation and Conciliation Service (FMCS).

Within fourteen (14) calendar days of receipt of the list of arbitrators, each party shall strike any name to which it objects and rank the remaining names by number to indicate the order of preference (number one [1] being the first choice) and return the ranked list to the FMCS.

Each party may reject one (1) list (per case) and request that FMCS issue another list. The party requesting the list shall be responsible for the cost of the list.

The Federal Mediation and Conciliation Service shall assign an arbitrator based upon the ranking of the parties (arbitrator with lowest combined ranking) and shall notify the parties of the arbitrator assigned to the grievance.

The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement.

The decision of the arbitrator in all matters shall be final and binding on all parties. All costs directly related to services of the arbitrator shall be shared equally by the Union and the Employer. The arbitrator shall not change wage rates already in effect pursuant to this Agreement. The arbitrator shall expressly confine himself to the precise issue submitted for arbitration and shall have no authority or privilege to determine any other issue or issues not so submitted to him. The arbitrator may not make an award or decision which in effect grants either party that which it was unable clearly to secure during past collective bargaining negotiations.

This grievance and arbitration procedure shall be the exclusive method of resolving grievances, except in matters in which specific agency relief and review of a judicial or quasi-judicial nature, or in matters where court relief and review is provided for by the statutes or constitutions of the United States or the State of Ohio. Those matters may be the subject of a grievance up to and including Step 4 only, but may not be taken to arbitration.

Such exclusivity shall not deny the City or the Union their legal rights under the law, including O.R.C. Chapter 2711.

**Section 7.4.** All grievances should contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties.

1. Grieved employee's name and signature.
2. Grieved employee's classification.
3. Date grievance was first discussed and name of supervisor with whom the grievance was discussed.
4. Date grievance was filed in writing.
5. Date and time grievance occurred.
6. The location where the grievance occurred.
7. A description of the incidents giving rise to the grievance.
8. Specific articles and section of the agreement violated.
9. Desired remedy to resolve the grievance.

If all of the above mentioned information is not included on the grievance form, it shall not prejudice the grievance.

**Section 7.5.** A grievance may be brought by any employee covered by this Agreement. Where a group of bargaining unit employees desires to file a grievance involving an incident affecting several employees in the same manner, one employee shall be selected by the group to process the grievance.

**Section 7.6.** Any grievance that originates from a level above the first step of the grievance procedure may be submitted directly to the step or level from which it originates.

**Section 7.7.** For purposes of this article, work days shall be defined as those days upon which the employee was scheduled to perform services for the Employer. In counting work days at each step of the grievance procedure, the parties agree to count the work days of the employee who is the moving party and the work days of the Employer when the Employer is the responding party.

**Section 7.8.** The Employer shall provide the Union with a list of management's designated representatives for each step of the grievance procedure.

## **ARTICLE 8** **DISCIPLINE**

**Section 8.1.** No employee shall be disciplined except for just cause.

**Section 8.2.** The Employer agrees not to discharge or suspend an employee without first arranging for a meeting. This meeting is to be held between the Employer, the employee, and their representatives. The employee shall be given notification in advance of the meeting. However, no meeting is required in cases where the employee is charged with gross misconduct.

In that case, the employee will be suspended from the active performance of regular duties without loss of pay until the pre-disciplinary meeting is held on these allegations. The steward shall be present upon request of the employee.

**Section 8.3.** Appeals from either discharge or suspension must be submitted to the Employer in the form of a grievance within seven (7) calendar days of the date of notification and shall be appealed directly to Step 4 of the grievance procedure.

**Section 8.4.** Records of suspension shall be removed from the employee's personnel files and shall cease to have force and effect or be considered in future discipline matters twenty-four (24) months after their effective date, providing there are no intervening disciplinary actions taken during that time period. Verbal and written reprimands shall remain in the employee's personnel file for twenty-four (24) months after their effective date, except that verbal and written reprimands that do not recur in twelve (12) months cannot be basis for the elevated progressive discipline. Both the Union and Employer recognize the Ohio Public Records laws and nothing in the CBA is intended to circumvent that act. Counseling will be removed within one (1) year.

**Section 8.5.** An employee shall be given a copy of any counseling, written warning, reprimand, or other disciplinary action entered on his personnel records. The employee shall also be given a copy of any counseling statements. Counseling statements shall not be considered disciplinary action and are not subject to the grievance procedure of this contract. In cases of oral or written reprimands the employee will meet with his immediate supervisor prior to receiving the reprimand and be given an opportunity to offer an explanation of the alleged conduct. The employee shall be given advance notice of this meeting. The steward may be present at the employee's request.

**Section 8.6.** Any suspension shall be for a specific number of consecutive days on which the employee would be regularly scheduled to work.

**Section 8.7.** The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner. The Employer shall not discriminate against, or actively harass any member of the bargaining unit due to disciplinary action administered under this Agreement.

## **ARTICLE 9** **PROBATIONARY PERIODS**

**Section 9.1.** The probationary period of all newly hired employees shall be one hundred twenty (120) calendar days.

A probationary employee shall have no seniority rights until completion of the probationary period, at which time the employee will be credited with seniority from the original date of hire.

During or at the end of the probationary period, the Employer shall have the right to terminate the probationary employee and such termination shall not be subject to appeal through the grievance procedure of this Agreement.

**Section 9.2.** Newly-promoted employees shall be required to serve a probationary period of sixty (60) calendar days. A newly promoted employee will be given the necessary time and training to become accustomed to the job or to learn the normal operations of the position during the probationary period. If the Employer determines the employee does not qualify for the job, as evidenced by his performance at any time during this probationary period, he shall be returned to his former classification and shift. The Employer and Union may waive the sixty (60) calendar days.

Nothing herein shall be construed as requiring the Employer to post a position that has been vacated by a newly promoted employee until the sixty-first (61<sup>st</sup>) calendar day after the promoted employee has been placed.

**Section 9.3.** It is the intent of the parties that no section of the Civil Service laws contained in Revised Code Chapter 124 or the local rules and regulations of the Civil Service Commission shall apply to employees in the bargaining unit as it relates to the promotion and/or probationary period of said employees.

## **ARTICLE 10** **NON-DISCRIMINATION**

**Section 10.1.** The Employer and the Union agree not to discriminate because of race, religion, sex, age, color, disability (as defined by the federal Americans with Disabilities Act), national origin, national ancestry, genetic information, military status, or political affiliation.

The Employer and the Union agree not to discriminate or take any reprisal action against any employee for participation or non-participation in or affiliation or non-affiliation with the Union or because of any lawful activity on behalf of the Union.

**Section 10.2.** All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

**Section 10.3.** The Employer's policies, rules and regulations shall be uniformly and fairly applied wherever feasible throughout the bargaining unit insofar as the separate functions of the various departments permit.

## **ARTICLE 11** **HOURS OF WORK/OVERTIME**

**Section 11.1.** The standard work week for all full-time employees covered by the terms of this Agreement shall be forty (40) hours, with a one-half (1/2) hour paid lunch period to be taken as directed by the Employer. The work week shall be computed between 12:01 a.m. on Sunday of each calendar week through 12 o'clock midnight the following Saturday. The standard work day shall consist of eight (8) consecutive hours per day. For the purpose of defining the term "work day" in section 11.4, a 24-hour workday commences at the time the eight (8) hour shift began.

**Section 11.2.** For the purposes of this article, paid sick leave shall not be considered time worked. Time spent traveling to and from work and non-work time spent overnight on official City business shall not be considered time worked for purposes of calculating overtime.

Whenever an employee is required to work overtime in a work period - where he has taken sick leave - the employee shall not be eligible for the premium rate until he has actually worked forty (40) hours per week, or over eight (8) hours in a day. Other paid leaves shall be considered as time worked. Hours worked in excess of the employee's normally scheduled workweek shall be compensated at straight time rates until the employee is eligible for overtime compensation as described above.

**Section 11.3.** When an employee is required by the Employer to actually work more than forty (40) hours in a calendar week, as clarified in Section 2 above, he shall be paid overtime pay for such time over forty (40) hours at one and one-half (1 1/2) times his regular hourly rate of pay. Compensation shall not be paid more than once for the same hours under any provision of this article or Agreement.

**Section 11.4.** When an employee is required by the Employer to work more than eight (8) hours in one work day, he shall be paid overtime pay for such time at one and one-half (1 1/2) times his regular hourly rate of pay.

**Section 11.5.** No bargaining unit employee shall be denied his normally scheduled work for the purpose of avoiding the payment of overtime.

**Section 11.6.** Upon mutual agreement of the department head or the Director of Public Service, overtime compensation may be in the form of compensatory time at the rate of one and one-half (1 1/2) hours of compensatory time for each overtime hour worked. This time cannot have a balance over forty (40) hours at any given time. Accrued compensatory time may be used provided the affected employee requests such time off in advance, and subject to approval by the department head or the Director of Public Service. Compensatory time shall not be taken on a holiday or on a day that the department head or the Director of Public Service determines would detrimentally impact the efficient operations of the City.

**Section 11.7.** Employees will be given breaks at the Supervisor's discretion.

**Section 11.8.** When an AFSCME employee has earned hours outside of his/her regular scheduled work schedule and is not eligible for the premium rate described in Section 11.2, the AFSCME employee can utilize a Flex Time Program managed by their department's heads per City Policy. For the purpose of this Article, the employee will be choosing to convert hours worked into hour for hour flex time versus compensation at the straight rate of pay. An example of this would be when an employee has taken sick time during affected pay week.

## **ARTICLE 12** **DISTRIBUTION OF OVERTIME**

**Section 12.1.** The Employer will rotate overtime opportunities among employees in an effort to equitably distribute overtime opportunities within each department. In the Utilities Department, overtime opportunities shall be equitably distributed within each classification. Except for snow-removal, the Employer does not have to use the overtime list in cases where the daily work assignment goes beyond the regular work, however, employees who work such overtime hours shall have those overtime hours credited to the overtime roster. The Employer agrees to post and maintain overtime rosters. All new employees will be immediately credited with overtime hours

equal to the employee with the most aggregate hours. Said rosters shall be posted and will include a list of overtime hours worked and refused with overtime offered to the employee on the roster who has the fewest aggregate hours worked and refused. The system of overtime and rosters shall be the same and consistent throughout the various departments. Disputes concerning overtime shall be subject to direct appeal to the Director of Public Service.

An employee who is offered but refuses overtime assignments shall be credited as if they had worked the overtime for purpose of equitable distribution. If all employees refuse the overtime assignment, the employee with the least amount of actual overtime worked based upon the Employer's overtime equalization log will be required to work the overtime. Whenever overtime is unequal of more than twelve (12) hours, the employee(s) with the fewest aggregate hours to work shall be scheduled or offered to work the next available overtime.

If an employee does not have a working telephone at his residence, the Employer shall not be obligated to contact the employee to offer the overtime. This provision shall not be interpreted to exclude an employee from overtime opportunities which arise while he is on duty during his regular working hours. If the Employer calls the employee's phone number and receives an answering machine or no answer or the employee has no phone, then the employee shall not be charged for overtime.

### ARTICLE 13 REPORTING PAY/MINIMUM CALL-IN

**Section 13.1.** Whenever an employee is called to work at a time other than his regular work schedule, thereby necessitating additional travel to and from work, he shall be guaranteed three (3) hours pay at the overtime rate; if an employee is called out between the hours of 11:00 p.m. and 4:00 a.m., he shall be guaranteed four (4) hours pay at the overtime rate in accordance with the other articles of this Agreement.

**Section 13.2.** It is understood that any call-in which starts prior to the regular shift and continues into the employee's regular shift or time worked immediately following the regular shift, shall not be eligible for the minimum as provided in Section 1 above.

**Section 13.3.** If an employee is called out and performs the task and returns to his personal activities, and then is called out again within three (3) hours of the original call, the second call will not be subject to a second minimum call-out pay, but considered as working continuous hours worked from the original call.

### ARTICLE 14 BARGAINING UNIT WORK

**Section 14.1.** No employees outside the bargaining unit shall perform bargaining unit work or drive vehicles or equipment which causes the reduction of hours or layoff of bargaining unit members. Bargaining unit employees shall normally be offered the first opportunity to perform bargaining unit work in overtime situations.

**Section 14.2.** Supervisors may not perform bargaining unit work as a matter of routine to avoid overtime payment, or to such extent that a full-time or part-time position be eliminated or not

created. Nothing in this provision shall serve to change the manner in which the city services have been administered in the past. This section is to prevent future erosion of the bargaining unit and the routine avoidance of overtime payment or the creation of an ongoing position.

## ARTICLE 15 LAYOFF/RECALL

**Section 15.1.** Whenever it becomes necessary to reduce the number of employees in a job classification due to abolition of a position or lack of funds, lack of work or reorganization, employees in that classification shall be laid off in the inverse order of seniority under the following rules:

- A. The person with the lowest bargaining unit seniority in the classification affected shall be the first laid off. If further layoffs are necessary, the same procedure shall be used.
- B. A person laid off under Section (1) above shall have the right to bump employees in an equal or lower paying classification provided they have more seniority than the position being bumped and have previously served in the classification or have the ability to perform the work without further training. Employees who are bumped shall also be permitted to exercise their bumping rights in the same fashion.

**Section 15.2.** The number of people affected by the layoff will be kept to a minimum by not employing replacements, insofar as practical, for employees who resign, retire, or otherwise vacate a position. "Abolition of a position" shall be defined as the work performed by the position is no longer performed.

**Section 15.3.** Authorized leaves of absence do not constitute an interruption in continuous service.

**Section 15.4.** The City shall determine in which classification the layoff should occur and the number of employees to be laid off. In the classification of layoff, employees on new hire probation shall be laid off before any employee in that classification.

**Section 15.5.** The Employer may not layoff employees for disciplinary reasons. Employees who are to be laid off shall be given ten (10) calendar days advance notice of their layoff. The notice shall be in writing and shall set forth the reasons for layoff and notice of the employee's right to bump.

**Section 15.6.** All casual, temporary and/or seasonal employees within the affected department shall be laid off prior to any bargaining unit member. Bargaining unit employees may bump casual, temporary, or seasonal employees if there are no bargaining unit positions into which the bargaining unit member may bump.

**Section 15.7.** Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. If there is a recall, employees who are still on the recall list shall be recalled to an equal or lower paying job classification if they have previously served in the classification or if they have the ability to perform the work without further training. The Employer may, at its discretion, extend the recall period beyond twenty-four (24) months.

**Section 15.8.** If an employee is recalled to a position different than the one from which he was originally laid off, he shall have the right to return to his original position in the event it becomes available. If an employee is recalled to a position different than the one from which he was originally laid off, he shall have the right to refuse the recall and shall remain on the recall list. If everyone on the recall list refuses a position, the Employer may fill the vacancy from outside the bargaining unit. If an employee is recalled to the position from which he was originally laid off and refuses the recall, he shall have his name removed from the recall list and shall be deemed to have resigned from employment.

**Section 15.9.** Employees who are eligible for recall shall be given fifteen (15) days notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union. The employee must notify the Employer of his intention to return to work within five (5) days of the receipt of the notice of recall. It is the responsibility of the employee to notify the Employer of any change in his mailing address.

**Section 15.10.** It is expressly understood that the Cambridge Civil Service Commission shall have no authority or jurisdiction as it relates to employees of the bargaining unit being laid off and recalled.

**Section 15.11.** Employees on layoff status shall be entitled to rights under COBRA.

**Section 15.12.** The Employer shall not hire new employees in bargaining unit positions as long as there are employees on the recall list who are presently qualified to perform the work in the affected job classification; are willing to be recalled to said classification; and comply with the notice requirements under section 15.9.

**Section 15.13.** It is the intent of the parties, through this article, to establish an objective procedure by which a reduction in force may be accomplished, should the need arise, and supersede the provisions of ORC 124.321 to 124.328, and OAC 123: 1-41-01 to 123: 1-41-22, and all local rules and regulations of the City of Cambridge Civil Service Commission governing work force reductions. Should the Union wish to challenge the City's action under this article, the proper venue shall be the grievance and arbitration procedure.

## **ARTICLE 16** **SENIORITY**

**Section 16.1.** Seniority shall be defined as length of continuous service with the Employer. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Three (3) types of seniority are established under this Agreement as follows:

1. **CLASSIFICATION SENIORITY** - is the employee's length of continuous service in his current classification from his last date of entry into this classification.
2. **DEPARTMENT SENIORITY** - is the employee's length of service since the date of his last entry into the department in which he is currently employed.

3. **BARGAINING UNIT SENIORITY** - is the employee's total length of continuous service with the Employer from his most recent date of hire into the bargaining unit.

**Section 16.2.** An employee's seniority shall terminate:

1. If the employee quits and does not return to work in thirty (30) days or less.
2. If the employee retires.
3. If an employee is discharged and not reinstated.
4. If an employee is laid off for a period of twenty-four (24) months or longer.

**Section 16.3.** An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of approved leave.

**Section 16.4.** The Employer will provide the Union with two (2) copies of a master seniority list within fourteen (14) calendar days after the effective date of this Agreement and every twelve (12) months thereafter, showing the seniority of each employee in the bargaining unit for classification, department and bargaining unit. Management shall update and revise this list and provide the Union with a copy every three (3) months. Any employee shall have ten (10) working days after the list is prepared and posted in the department to protest his position on that list. If no challenge is received, the list shall be deemed accurate for the remainder of the posting period.

**Section 16.5.** Whenever seniority is applicable to any terms and conditions contained in this Agreement and two (2) or more employees are tied in applicable seniority, the following listed seniority rights shall prevail:

- A. If two (2) or more employees have the same departmental seniority, classification seniority shall prevail.
- B. If two (2) or more employees have the same classification seniority, bargaining unit seniority shall prevail.
- C. If two (2) or more employees have the same bargaining unit seniority, the employee with the earliest date of job application shall prevail. If there is still a tie, it shall be broken by a coin toss.

**ARTICLE 17**  
**JOB POSTING/BIDDING AND TRANSFER PROCEDURES**

**Section 17.1.** The Employer has the right to determine whether or not a vacancy exists. If such a determination is made when an opening occurs, the Employer shall notify the Union President of its decision whether or not to fill the opening.

**Section 17.2.** A vacancy shall be defined as a new bargaining unit position created by the City or one which will be open as a result of promotion, resignation, termination, death and/or retirement, and may be filled by either a member of the bargaining unit or a newly hired person under subsection 17.3A. The administration shall begin the interview process within two (2) weeks of the date of posting.

**Section 17.3.** Unless the Employer has determined not to fill a vacancy, the Employer shall post at all work locations and deliver to the Union President within five (5) days after the Employer decides to fill a vacancy a notice of vacancy which shall include the classification, location of the job, shift, hours of work, wage rate, and the job description for the position which clearly defines the duties and qualifications for the position. Should the Employer desire to change the qualifications of a position as listed in the job description in advance of a vacancy, the Employer agrees to meet and confer with the Union and attempt to mutually amend the official job description. If agreement cannot be reached, the Employer shall have the right to implement the new description and qualifications for the next vacancy. Vacancies will be posted for a period of seven (7) calendar days. Employees must apply for vacancies within three (3) days after the last date of posting. In selecting the replacement employee, the City shall apply the following formula:

- A. Vacancies shall be filled with the most senior qualified bargaining unit applicant from within the affected department. Should no employee apply within the affected department, then the vacancy shall be filled within the affected classification. If no employee from the affected classification apply, then the vacancy may be filled by an applicant from another classification, if bid by employee, with the most seniority, unless the employee is unable to meet the qualifications of the job. If no one is qualified from within the City, the City may employ an individual from outside the City.

**Section 17.4.** It is expressly understood that the Cambridge Civil Service Commission shall have no authority or jurisdiction as is related to the transfer and filling of bargaining unit personnel.

### **Section 17.5.**

- A. The Employer shall have the right to make temporary assignments to a temporarily vacated position due to the leave of absence, vacation, sick leave or emergencies. Positions that are vacated as a result of promotions, removals, resignations or emergencies may be filled by a temporary assignment, but a permanent appointment for such vacancies shall be made within thirty (30) calendar days, if a permanent position is to be filled as determined by the City. The temporary transfer employee will be given a seven (7) calendar day written notice of his/her effective date of the transfer.
- B. Such temporary transfers shall not exceed a total of thirty (30) calendar days within twelve (12) consecutive months, unless agreed to by the City and the Union.
- C. Employees transferred shall be permitted preference by exercising their classification seniority for the temporary position. If no classification senior employees desire the temporary transfer, the least classification senior employee shall be temporarily transferred.

- D. Employees who transfer to a higher rated classification for four (4) hours or more shall receive the higher rate of pay. The Employer shall not routinely work employees in higher classifications for less than four (4) hours for the purpose of avoiding the plus rate. Employees who transfer to a lower rated classification shall retain their rate of pay of their regular classification.
- E. An employee who works in a higher rated classification for more than two hundred forty hours (240) in a calendar year shall be promoted into that higher rated classification.

## ARTICLE 18 LEAVES OF ABSENCE

**Section 18.1. Medical Leave.** Any employee who has completed his probationary period and who has exhausted his accumulated sick leave may be granted a leave of absence for illness or maternity reasons for a period not to exceed six (6) months. If requested, the employee shall furnish satisfactory medical proof of said illness.

A disability leave may be extended if the disabling illness continues beyond the approved leave of absence. In such event, a certificate from the employee's physician shall accompany said request for disability. A certificate from the employee's physician stating the disability no longer exists and that the employee is fit to return to his former classification shall be required before the employee is permitted to return to work, subject to Section 6 below. No employee shall be granted a disability leave for more than twelve (12) months.

**Section 18.2. Union Leave.** The Union may request a leave of absence not to exceed seven (7) days for no more than two (2) employees during any one calendar year. Said leave shall be granted for those employees selected by the Union to attend seminars or conventions conducted by the Union.

**Section 18.3. Bereavement Leave/Funeral Leave.** Bereavement pay shall be granted for the death of a member of the employee's immediate family for an absence not to exceed three (3) days, providing one (1) day is used to attend the funeral or memorial services. The immediate family shall be defined as a spouse, son, daughter, step-child, parents, parents of spouse, brother, sister, brother-in-law, sister-in-law, grandparents, grandparents of spouse, son-in-law, daughter-in-law, grandchildren, or any relative which the employee or spouse is a legal guardian of or lives with. Bereavement leave is not to be deducted from an employee's sick leave accrual; however, additional leave, chargeable to sick leave, may be granted upon request.

Bereavement leave for the death of an aunt, uncle, niece or nephew, shall be granted for an absence not to exceed three (3) days providing that the employee uses sick leave for such absence.

**Section 18.4. Maternity Leave.** An employee shall be entitled to an unpaid leave of absence for maternity purposes. The employee should make application for such leave at least four (4) months before the anticipated delivery as indicated by the certificate of the physician. The maternity leave shall be for not more than six (6) months. The leave shall commence as recommended by certificate of the employee's physician. Upon returning, the employee shall be

returned to the same or similar classification. Upon returning to work, the employee must present a certificate from her physician that she is able to return to work. The Employer will continue the insurance coverage for a maximum of six (6) weeks. Employees who are pregnant may continue to work.

**Section 18.5.** All leaves specified in this article shall be without pay, except as provided herein, and without the loss of seniority.

**Section 18.6.** The Employer reserves the right to have an employee examined by a physician chosen by the Employer before granting a disability leave request, permitting an employee to return to work, or to continue working after an extended illness, injury or disability. If the employee's physician and the Employer's physician do not agree on whether the employee is able to work, the opinion of a specialist who is mutually agreeable to the Union and the Employer may be sought. If the parties cannot agree on a third physician, the employee's physician and the Employer's physician will be asked to seek a consulting specialist's opinion. The parties agree to be bound by the specialist's recommendation.

Whenever the Employer requires an employee to be examined by the physician, the costs of the physician services will be borne by the Employer.

**Section 18.7.** Any City employee receiving injury in the course of or arising out of the injured employee's employment may receive up to forty (40) hours' pay. The Director of Public Service may grant or deny the benefits hereinbefore set out and shall determine the number of hours of pay that the employee shall receive.

**Section 18.8.** Bargaining unit members will be entitled to Family Medical Leave (FML) in accordance with the City-wide policy.

## **ARTICLE 19** **PERSONAL LEAVE**

**Section 19.1.** The Employer may, upon the written request of an employee who has completed one year's continual service with the Employer, grant the employee a personal leave of absence without pay not to exceed six (6) months.

**Section 19.2.** An employee who has received an authorized leave of absence without pay does not earn sick or vacation leave credit. However, time spent on leave of absence will be considered in determining length of service.

**Section 19.3.** When an employee fails to return to work upon the expiration of any authorized leave of absence without pay, he shall automatically be considered as having resigned his position. However, mitigating circumstances will be taken into consideration. The term "mitigating circumstances" shall include only those circumstances not directly caused or contributed to by the employee or his/her agent.

## ARTICLE 20 COURT LEAVE

**Section 20.1.** If an employee in active pay status is called for court jury duty or subpoenaed to testify in a court of law, during any portion of the employee's regular scheduled working day, that employee shall receive his or her regular salary or wage in full for such time not to exceed eight (8) hours per day. In such case, any monies received as compensation for court service shall be turned over to the Employer in full.

If an employee is called for court jury duty or subpoenaed to testify in court of law, outside of his or her regularly scheduled working hours, all monies received as compensation for such court service shall be retained by the employee. The Employer may grant a request for shift change if the employee is scheduled other than first shift.

**Section 20.2.** Employees shall not be entitled to paid court leave when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters. Such absences shall be considered leave without pay or vacation, comp time and personal leave, at the employee's option and as scheduled in advance by the Employer.

## ARTICLE 21 SICK LEAVE

**Section 21.1.** An employee may request sick leave for absences resulting from illness as described below. Sick leave may be requested for the following reasons:

- A. Illness or injury of the employee or a member of his or her immediate family, where it is necessary for the employee to care for that person.
- B. Exposure of employee or a member of his or her immediate family to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others.
- C. Medical, dental or optical examinations or treatment of employee or a member of his or her immediate family, if it is necessary for the employee to be present.
- D. Pregnancy, childbirth and/or related medical conditions.

For purposes of this policy, the "immediate family" is defined as only: mother, father, brother, sister, child, step-child, spouse, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, legal guardian or other person who stands in the place of a parent.

**Section 21.2.** For each completed eighty (80) hours in active pay status, an employee earns 4.6 hours of sick leave. Active pay status may be defined as hours worked, hours on vacation, hours of holiday leave, and hours on paid sick leave.

Part-time employees accrue sick leave on a proportionate basis to the hours paid each pay period.

The amount of sick leave time any one employee may accrue is unlimited.

Sick leave shall be charged in minimum amounts of one-half (1/2) hour.

**Section 21.3.** An employee requesting sick leave shall inform his or her supervisor of the fact and the reason prior to his or her scheduled starting time. Failure to do so may result in denial of sick leave for the period of absence. Upon return to work, the employee shall complete an absence report in order to obtain sick leave. Falsification of the absence report shall be grounds for disciplinary action. The Employer shall have the right to investigate any employee's absence, and discipline an employee for abuse of sick leave. The investigation shall include the right of the Employer to require the employee to submit to an appropriate medical examination at the City's expense. The employee shall fully cooperate in the investigation and medical examination.

**Section 21.4.** Effective January 1, 2007, each employee is eligible to receive a lump sum settlement of all unused sick leave at the rate of one-half (1/2) of all unused sick leave, not to exceed four hundred eighty (480) hours plus ten percent (10%) of any remaining unused sick leave balance over nine hundred sixty (960) hours.

Such payment shall be based on the employee's hourly rate of pay at the time of retirement.

Such payment shall be made only once and shall eliminate all sick leave credit accrued by the employee.

Eligible employees, retiring from active service, shall request such payment in writing, within thirty (30) days of retirement, in order to initiate the payment process.

For the purposes of this section "retirement" shall mean an employee is eligible to retire under the provisions of PERS.

**Section 21.5.** Bargaining unit employees shall be permitted to convert one (1) sick leave day to unrestricted personal leave days. Bargaining unit employees shall receive three (3) personal days that will not be deducted from sick leave as long as it is approved by the Director of Public Service or his designee. Prior notice must be given to the department head and will be granted contingent upon the operational needs of the department. Personal leave days may be taken in minimums of one (1) hour increments. Personal leave days shall be pro-rated to new employees as one per quarter.

## ARTICLE 22 VACATION LEAVE

**Section 22.1.** Bargaining unit employees shall be entitled to paid vacation leave each calendar year according to the following:

<u>Years of Completed Service</u>	<u>Paid Vacation Days</u>	
1 year	2 weeks	80 hours
5 years	3 weeks	120 hours
10 years	4 weeks	160 hours
18 years	5 weeks	200 hours

Notwithstanding the above, employees with twenty (20) years of service or more as of January 28, 2013, who were credited with vacation time at a higher rate than that set forth above, shall continue to be credited with vacation at the higher rate that was in effect as of January 28, 2013.

**Section 22.2.** Vacation leave may be taken in accordance with City ordinance.

**Section 22.3.** Employees must notify their immediate supervisor of their vacation preference prior to taking vacation.

Vacation days may be granted to employees without prior notice in cases of extreme emergency wherein an employee calls in and requests such vacation, stating the reason for the vacation.

**Section 22.4.** Upon any separation of employment, employees shall be entitled to compensation at their current rate of pay for all accrued and unused vacation leave to his credit at the time of separation.

**Section 22.5.** Vacation pay shall be paid in advance to those employees taking a vacation of one (1) week or more, and who request such pay at least three (3) weeks in advance of the vacation. Vacation pay shall be paid separate from regular pay.

**Section 22.6.** Vacation will be scheduled in accordance with workload requirements of the individual department or office. Vacation requests must be submitted no later than March 1 of each year and shall be granted based on seniority. Requests received after the March 1 deadline shall be scheduled on a first come, first serve basis.

## ARTICLE 23 HOLIDAYS

**Section 23.1.** Bargaining unit employees shall be entitled to eight (8) hours of holiday pay for each of the following holidays.

New Year's Day	First Day of January
Christmas	Twenty-fifth Day of December
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Fourth Monday in May
Independence Day	Fourth of July
Labor Day	First Monday in September
Columbus Day	Second Monday of October
Veterans' Day	Eleventh Day of November
Thanksgiving Day	Fourth Thursday in November
Employee's Birthday/Floater	

**Section 23.2.** To be eligible for holiday pay an employee must either work the day before and the day after the holiday or be on approved leave or scheduled off on those days.

**Section 23.3.** Should any of the recognized holidays fall on a Sunday, the following Monday shall be observed as the holiday. Should any of the recognized holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. Eligibility for holiday pay shall be based on the date specifically observed as the holiday.

**Section 23.3.** An employee required to work on the actual holiday (not on the day considered/observed as the holiday) but not required to work on the day designated as the holiday shall be paid one and one-half (1 1/2) times their regular hourly rate of pay, plus holiday pay for working on the actual holiday. Employees who work both (the actual holiday and the designated holiday) shall receive premium pay for the actual holiday only.

**Section 23.4.** If an employee is required to work on any of the holidays listed in Section 1, he shall be entitled to pay for such time worked at one and one-half (1 1/2) times his regular base rate of pay, plus he shall receive eight (8) hours of holiday pay at his regular base rate of pay.

**Section 23.5.** If a holiday occurs during a period of paid sick leave, the employee will draw eight (8) hours holiday pay and will not be charged for sick leave.

**Section 23.6.** All full-time employees shall receive their birthday as a day off. If the employee's birthday falls on a regularly scheduled day off, or a holiday, he/she shall receive the next regularly scheduled work day off.

## ARTICLE 24 LABOR MANAGEMENT MEETINGS

**Section 24.1.** Labor management (L/M) meetings for important matters will be arranged between the Local President and the Employer upon request of either party. Such meetings shall

be between no more than four (4) representatives of the Employer and no more than four (4) representatives of the Union. Arrangements for such L/M meetings shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented one week in advance of the meeting. Matters taken up in L/M meetings shall be confined to those included in the agenda. The members of the Union shall not lose time or straight time pay for time spent in such L/M meetings. This meeting may be attended by a representative of the Council and/or representative of the International Union.

**Section 24.2.** A regular bi-monthly L/M meeting will be held between the Employer and Union representatives to discuss matters of mutual concern. In the event neither party has submitted an agenda item for discussion the L/M meeting would be automatically canceled.

## **ARTICLE 25** **HEALTH AND SAFETY**

**Section 25.1.** The Employer agrees to maintain all buildings, facilities, vehicles and equipment owned and operated by the Employer in a safe and healthful manner. The employees accept the responsibility to maintain tools, equipment and work areas in a safe and healthy manner, and accept the responsibility to follow all safety rules and safe working methods of the Employer. All unsafe working conditions shall be reported by the employee in writing to his or her supervisor as soon as the same is known to the employee. An employee shall not be disciplined for reporting these matters. The supervisor, if feasible, will attempt to abate the problem or will report to the employee within five (5) working days why the problem cannot be abated. In the event that a disagreement arises between the employee and his/her supervisor concerning the question of whether or not a particular piece of equipment is unsafe, the employee shall not be required to operate the equipment until the supervisor has inspected the equipment and deemed it safe for operations.

**Section 25.2.** City vehicles shall be inspected for safe operation no less than once a year. No employee inspecting vehicles for the City shall be required to sign or certify a vehicle as "safe to operate" if the employee has just cause to believe that it is not safe. Should a higher authority certify a vehicle as safe, then in such event the mechanic who previously inspected the vehicle or the operator of the vehicle shall not be liable for fines or penalties arising from the unsafe condition previously reported in accord with the procedures of Section 25.1. A mechanic whose decision is overruled by a higher authority may appeal the decision up to the Director of Public Service.

Drivers shall inspect their vehicles as provided by state law and published City procedures. Having completed those inspections and reported any problems in accord with Section 25.1, the employee shall not be liable for any fines or penalties arising from the condition reported, if ordered by the City to operate the vehicle in spite of his findings. Nor shall drivers be subject to penalties for unsafe conditions about which the employee had no knowledge and could not have reasonably discovered in an inspection, or for violations occurring when the employees are not provided sufficient time to inspect the vehicle.

**Section 25.3.** Employees shall abide by and be responsible for the dress code established by the City. Violations of the City dress code shall be subject to the discipline procedure.

## ARTICLE 26 TOOLS AND EQUIPMENT

**Section 26.1.** The City shall provide necessary tools and equipment as determined by the Department Heads to enable employees to perform their required job duties at no cost to employees.

## ARTICLE 27 CLOTHING ALLOWANCE

**Section 27.1.** All employees who perform outside work shall be provided suitable gloves. The clothing allowance shall be five hundred seventy-five dollars (\$575.00) per year per employee. Procedures for purchase of items out of this allowance will be as per City Policy. Only items approved and/or as set forth by the City may be purchased using this allowance.

**Section 27.2.** New-hired employees will receive a full year clothing allowance for the first year (from date of hire through December 31). Should the new-hire not pass the probationary period, the pro-rated amount (an amount equal to the number of days from January 1 to date of hire divided by 365) will be owed to the City by that employee.

## ARTICLE 28 TRAINING

**Section 28.1.** The City may provide assistance to those employees wishing to take part in continuing their education.

- A. The course to be taken must be one which is approved for upgrading the employee's knowledge in the field of employment in which he is presently working.
- B. The employee's supervisor and the Director of Public Service must approve the continuing education in advance.
- C. If the continuing education is approved, then the City will pay for the training course.
- D. If the employee fails to pass the training course and wishes to pursue the study the second time, the employee must pay the tuition.
- E. The employee is encouraged to schedule class work outside his normal working hours whenever possible.
- F. Training offered by the Employer on a voluntary basis shall be paid at the employee's straight time rate for the number of hours spent in said training and the time traveling to the training site from the Employer's work site and from the training site back to the Employer's work site. Expenses for travel pre-approved by the Employer shall be eligible for reimbursement.

- G. Training directed by the Employer on a mandatory basis shall be paid at the employee's appropriate rate of pay for the number of hours spent in said training, and any associated portal-to-portal expenses in accordance with City ordinances.
- H. Continuing education required by regulatory agencies to maintain licensure shall be paid at the employee's straight time rate for the number of hours spent in said training. Expenses for the cost of the education course and materials shall be paid for by the City; costs for travel pre-approved by the Employer shall be eligible for reimbursement.
- I. Effective January 28, 2010, and thereafter, in the event an employee receives an EPA certification or upgrade and a vacancy at the higher rate of pay did not exist to which the employee could be promoted, then the employee shall receive a one-time stipend of five hundred dollars (\$500.00).

## **ARTICLE 29** **INSURANCE**

### **Section 29.1.**

- A. The Local AFSCME President shall be provided and updated with documents pertaining to insurance coverage and any change.
- B. Authorized representatives of AFSCME shall have the right to investigate any provider being considered by the City and may express concerns regarding any prospective provider.
- C. Nothing herein shall be construed as giving AFSCME the right to decide upon an insurance provider or to reject a change in provider.

Each employee shall contribute fifteen percent (15%) of the monthly cost for the base health plan coverage, plus any excess costs if an alternate plan is selected. The amounts of the eighty-five percent (85%) Employer contribution and the fifteen percent (15%) employee contribution for the base plan provided through the City as of December 1, 2012, shall be considered the "base contributions."

The election of single or family coverage, or such other available "tier," rests with the eligible bargaining unit employee.

The employee contribution established above shall remain in effect unless modified by the health insurance committee as set forth below.

**Section 29.2. Optical Plan.** Cost of plan and who will pay will be determined by the Insurance Committee.

**Section 29.3.** The Employer agrees to provide employees with a disability program. This coverage will be provided to full-time employees working at least thirty (30) hours a week.

**Section 29.4. Alternative Programs.** Notwithstanding the provisions of Section 1 above, which provides for health care coverage, the Union agrees that the Employer may offer alternative health care coverage programs during the terms of this agreement.

The terms and conditions of such alternative programs shall be determined by the Employer. The cost and/or terms and conditions of said programs shall be at the discretion of the Employer and may be subject to change.

In the event of changes in the cost and/or terms of such alternative programs, affected employees may withdraw from said program and shall be entitled to the benefits described in Section 1 above.

**Section 29.5. Insurance Committee.** The City may establish an Insurance Committee comprised of one (1) representative from each of the City employee bargaining units whose members are eligible for health care benefits, provided the unit has agreed to have a representative on the Committee, and up to three (3) representatives appointed by the City. For purposes of this article, Rank and Patrol Officers shall be considered one (1) unit and Dispatchers shall be considered one (1) unit. Each local Union shall notify the City of the name of its representative. Decisions of the Committee shall be by majority vote of the Committee.

- A. The Committee shall meet no later than sixty (60) calendar days prior to the end of the plan year to make decisions for the following plan year. The City will provide the Committee with all costs and experience data it has available.
- B. The Committee may decide any of the following:
  - 1. To keep the same plan and pass on any cost increases above the base contributions rates set forth in this article; or
  - 2. To change the plan and reduce the level of benefits so that there is no increase in the cost of the plan; or
  - 3. To change the plan and reduce the level of benefits, and if there is an increase to the base contributions rates set forth in this article, pass that increase on; or
  - 4. To change the plan and increase the level of benefits if there is a decrease to the base contribution rates set forth in this article and pass that decrease on through contributions.
- C. The Committee may not change the percentage split of the monthly cost.
- D. Decisions of the Committee are final and cannot be changed unilaterally by the City.
- E. If the Committee is going to request that the City take bids, the Committee must provide the City with the necessary information by September 15 preceding the plan year for which bids are to be taken. Generally, bids will not be requested more than once each two (2) year period, and the Employer may also elect to solicit bids.

## ARTICLE 30 WAGES

**Section 30.1.** There shall be a forty cent (\$.40) per hour wage increase effective and retroactive to January 29, 2019. The wage scale effective January 29, 2019 is set forth in Appendix A.

There shall be a re-opener for wages only for wages effective January 29, 2020 through January 28, 2021 and wages January 29, 2021 through January 28, 2022. Negotiations for the wage re-opener(s) shall begin 60 to 90 days prior to January 29, 2020 and January 29, 2021.

**Section 30.2.** Wage schedules for bargaining unit positions are set forth in Appendix A and are adopted as part of this Agreement.

**Section 30.3.** Effective on the date of this Agreement, in addition to the employee's regular hourly rate of pay, employees who work the following shifts shall receive the following shift differential:

<u>Work Hours</u>	<u>Hourly Shift Differential</u>
3:00 p.m. to Midnight	\$0.15
Midnight to 8:00 a.m.	\$0.20

Employees who work a combination of shifts shall receive a twenty cent (\$.20) per hour shift differential.

**Section 30.4.** The City will provide a vehicle of its choice to the Meter Reader for usage on the job.

**Section 30.5.** Employees shall be hired at the probationary rate. Employees shall receive a step increase on each successive anniversary date of hire thereafter until the top step of the pay range is reached. Employees who are promoted shall be placed in the same step of their new classification as the step in which they were serving in their old classification. If they are not placed in the top step of their pay range they shall receive a step increase on each successive anniversary date of hire until the top step of the pay range is reached.

**Section 30.6.** Bargaining unit employees assigned the task of auto body repair shall receive a Mechanic II rate of pay while doing those duties.

### **Section 30.7.**

#### Water and Sewer Departments

Laborer I's shall become Laborer II's after one (1) year of service and successful qualification into the new position.

Labor II's shall become Pipefitter I's after three (3) years of service and successful qualification into the new position.

Pipefitter I's shall become Pipefitter/E.O. after five (5) years of service and successful qualification into the new position.

Pipefitter I/EO/Certified shall become Pipefitter II/EO/Certified after five (5) years of service and successful completion of a class two certification.

#### Street, Cemetery, and Park Departments

Laborer I shall become Laborer II after five (5) years of service and successful qualification into the new position.

Laborer I shall become Equipment Operator I after one (1) year of service and successful qualification into the new position.

Laborer II shall move laterally to the position of Equipment Operator I after three (3) years of service and successful qualification into the new position.

Equipment Operator I shall become Equipment Operator II after two (2) years of service and successful qualification into the new position.

Equipment Operator II shall become Equipment Operator III after five (5) years of service and successful qualification into the new position.

Park Laborers shall receive the same wages as Laborer II and/or Equipment Operator I.

**Section 30.8. Longevity Pay.** Effective on the date of this Agreement all bargaining unit employees who have completed five (5) years of service shall receive, in addition to their regular rate of pay, a longevity pay supplement as follows:

<u>Years of Completed Service</u>	<u>Longevity Pay Supplement</u>
5 years	\$19.00
10 years	\$35.00
15 years	\$51.00

The longevity supplement shall be paid to employees each pay period.

**Section 30.9.** The City of Cambridge shall provide liability insurance for all bargaining unit employees at no cost to the employees in the amount which meets or exceeds that required by state law.

#### ARTICLE 31 SAVINGS CLAUSE

**Section 31.1.** If any provision of this Agreement is found to be unlawful by operation of law or court of law of competent jurisdiction, that provision will be automatically terminated, but all other provisions of the Agreement will continue in full force and effect.

The parties agree to immediately reopen negotiations, upon written request of either party, for the purpose of negotiating lawful alternative language for any provision found to be unlawful.

## ARTICLE 32 WAIVER IN CASE OF EMERGENCY

**Section 32.1.** In case of a publicly declared emergency, defined as Acts of God or Civil Disorder declared by the President of the United States, the Governor of the State of Ohio, the Mayor of the City of Cambridge, the Federal or State Legislature, or the Sheriff, the following conditions of this Agreement may be suspended by the Appointing Authority:

- A. time limits for replies on grievances; and,
- B. all work rules and/or agreements and practices relating to the assignment of all employees.

**Section 32.2.** Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed.

## ARTICLE 33 NO STRIKE/NO LOCKOUT

**Section 33.1.** The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, sympathy strike, work stoppage, or any other concerted activities which interrupt the operations or services of the Employer by its members during the life of this Agreement.

**Section 33.2.** The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union.

**Section 33.3.** The Union shall undertake every reasonable means to induce bargaining unit members to return to their jobs during any such period of unauthorized stoppage of work mentioned above.

## ARTICLE 34 JOB DESCRIPTIONS

**Section 34.1.** The Local Union and the Employer shall develop and update job descriptions made up of one bargaining unit representative from each Department, the affected Department Heads, and the Director of Public Service. The initial meeting will take place not later than May 1, 2001.

**Section 34.2.** All employees shall receive a copy of their job description.

**Section 34.3.** Any time a job description is changed in any manner, each affected employee shall receive a revised copy of the job description.

**ARTICLE 35**  
**PRINTING OF AGREEMENT**

**Section 35.1.** The parties will mutually share the cost of printing this Agreement. A copy of this Agreement will be provided for each member of the Union and a copy for the Mayor, Director of Public Service, Auditor, Utilities Office Manager, Utilities Director, Street, Park and Cemetery Superintendents.

**ARTICLE 36**  
**COMMERCIAL DRIVERS LICENSE**

**Section 36.1.** The Employer shall pay for the cost of tests, CDL, and renewals.

**ARTICLE 37**  
**FAMILY AND MEDICAL LEAVE**

The parties agree to comply with the Family and Medical Leave Act of 1993. The City shall implement policies in conformity to the law provided that written notice is provided to the Union upon implementation.

**ARTICLE 38**  
**OPERATOR IN TRAINING (O.I.T.)**

The parties agree that the Operator in Training shall be utilized in the Water and Sewer Plants only. It shall have the same job description as Plant Operator I. The employee in that position shall be required to pass Operator I state required licensing tests within thirty (30) months of the employee's date of entry into the position. If O.I.T. fails to receive license within thirty (30) months, he/she will be permitted to bump back the least senior employee in the bargaining unit who holds a position to which he is qualified and outranks the incumbent in bargaining unit seniority. Those bumped will bump where they are qualified or be subject to be laid off in accordance with Article 15. Employees will be permitted to hold the O.I.T. position once in their career. All parties agree that the City has the management rights to determine whether the Lab Analyst III or IV positions will be filled or whether there is a need to fill those positions. The parties acknowledge that the City is currently subcontracting out some lab work. That practice can continue and the Union shall not grieve or otherwise contest that practice. Job descriptions for the Lab Analyst III and IV positions will be determined by the City at a later time after the City decides that there is a need to fill the position.

**ARTICLE 39**  
**BARGAINING UNIT APPLICATION OF EXTERNAL LAW**

**Section 39.1.** The parties agree that no section of the civil service laws contained in the Ohio Revised Code Sections 9.44, 124.01 through 124.56 or 325.19, pertaining to wages, hours, terms and other conditions of employment shall apply to bargaining unit employees where such matter has been addressed by this agreement.

**Section 39.2.** Notwithstanding Section 1 above, the parties agree that the conduct and grading of civil service examinations (as related to the City Civil Service Commission), the establishment of eligible lists from examinations, the original appointments from the eligible lists, and promotional examinations and appointments, shall continue to be governed by local statutes, ordinances, and the Civil Service Commission Rules and Regulations of the City, as may be applicable.

**Section 39.3.** Also, notwithstanding the above, Section 124.57 and 124.388 ORC shall continue to apply to bargaining unit employees.

## **ARTICLE 40** **DURATION OF AGREEMENT**

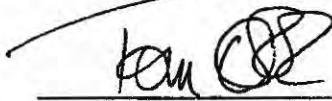
### **Section 40.1.**

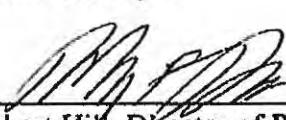
This Agreement shall be effective January 29, 2019, and shall remain in full force and effect until 12:00 Midnight, January 28, 2022, unless one party gives written notice to the other party of their desire to modify, amend, or terminate this Agreement. Written notice of such intent shall be given no earlier than ninety (90) calendar days prior to the expiration date, nor later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

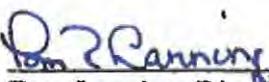
**SIGNATURE PAGE**

The undersigned parties, pursuant to proper authority have signed this Agreement the 30<sup>th</sup> day of April, 2019.

**For the City of Cambridge**

  
Tom Orr, Mayor

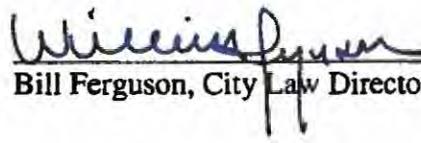
  
Robert Hill, Director of Public Safety

  
Tom Lanning, Director of Public Service

  
Louis Thornton  
Ohio EPA Compliance Officer

  
Benjamin S. Albrecht, Esq.  
Fishel, Hass, Kim, Albrecht & Downey, LLP

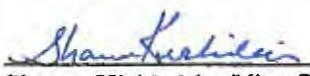
**Approved as to Form:**

  
Bill Ferguson, City Law Director

**For the AFSCME**

  
John F. Johnson, Regional Director

  
Brian Starr, President Local 2316

  
Shawn Kirkbride, Vice President Local 2316

  
Dustin Derry, Member

## APPENDIX A - PAY SCALE 2019

<u>CLASSIFICATION</u>	<u>PROB. RATE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
<b>Custodian</b>	<b>\$14.00</b>	<b>\$15.39</b>	<b>\$15.77</b>	<b>\$16.14</b>	<b>\$16.53</b>
<b>Laborer I</b>	<b>\$14.04</b>	<b>\$15.44</b>	<b>\$15.80</b>	<b>\$16.17</b>	<b>\$16.56</b>
<b>Laborer II</b>	<b>\$15.04</b>	<b>\$16.55</b>	<b>\$16.97</b>	<b>\$17.38</b>	<b>\$17.81</b>
<b>Equip Operator I</b>	<b>\$15.04</b>	<b>\$16.55</b>	<b>\$16.97</b>	<b>\$17.38</b>	<b>\$17.81</b>
<b>Equip Operator II</b>	<b>\$15.41</b>	<b>\$16.97</b>	<b>\$17.38</b>	<b>\$17.81</b>	<b>\$18.25</b>
<b>Equip Op III</b>	<b>\$16.20</b>	<b>\$17.86</b>	<b>\$18.29</b>	<b>\$18.75</b>	<b>\$19.22</b>
<b>Mechanic I</b>	<b>\$15.40</b>	<b>\$16.96</b>	<b>\$17.38</b>	<b>\$17.81</b>	<b>\$18.25</b>
<b>Mechanic II</b>	<b>\$17.86</b>	<b>\$19.67</b>	<b>\$20.18</b>	<b>\$20.68</b>	<b>\$21.22</b>
<b>Lab Analyst</b>	<b>\$14.30</b>	<b>\$15.74</b>	<b>\$16.11</b>	<b>\$16.51</b>	<b>\$16.90</b>
<b>Lab Analyst I</b>	<b>\$14.65</b>	<b>\$16.11</b>	<b>\$16.51</b>	<b>\$16.90</b>	<b>\$17.33</b>
<b>Lab Analyst II</b>	<b>\$15.00</b>	<b>\$16.51</b>	<b>\$16.90</b>	<b>\$17.33</b>	<b>\$17.76</b>
<b>Meter Reader</b>	<b>\$15.41</b>	<b>\$16.97</b>	<b>\$17.38</b>	<b>\$17.81</b>	<b>\$18.25</b>
<b>Serviceman</b>	<b>\$16.16</b>	<b>\$17.81</b>	<b>\$18.25</b>	<b>\$18.70</b>	<b>\$19.19</b>
<b>Pipefitter I</b>	<b>\$16.16</b>	<b>\$17.81</b>	<b>\$18.25</b>	<b>\$18.70</b>	<b>\$19.19</b>
<b>Fitter I/Cert.</b>	<b>\$16.75</b>	<b>\$18.44</b>	<b>\$18.92</b>	<b>\$19.39</b>	<b>\$19.85</b>
<b>Fitter/EO</b>	<b>\$16.55</b>	<b>\$18.23</b>	<b>\$18.68</b>	<b>\$19.17</b>	<b>\$19.64</b>
<b>Fitter I/EO/Cert.</b>	<b>\$16.96</b>	<b>\$18.68</b>	<b>\$19.17</b>	<b>\$19.64</b>	<b>\$20.14</b>
<b>Traf. Control/EO/Cert.</b>	<b>\$16.96</b>	<b>\$18.68</b>	<b>\$19.17</b>	<b>\$19.64</b>	<b>\$20.14</b>

<b>CLASSIFICATION</b>	<b><u>PROB. RATE</u></b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>
<b>Fitter II/Cert.</b>	<b>\$17.39</b>	<b>\$19.17</b>	<b>\$19.64</b>	<b>\$20.14</b>	<b>\$20.65</b>
<b>Fitter II/EO/Cert.</b>	<b>\$17.84</b>	<b>\$19.65</b>	<b>\$20.16</b>	<b>\$20.66</b>	<b>\$21.19</b>
<b>Pre-Treat Coord.</b>	<b>\$16.46</b>	<b>\$18.13</b>	<b>\$18.58</b>	<b>\$19.06</b>	<b>\$19.55</b>
<b>Maintenance Man</b>	<b>\$16.57</b>	<b>\$18.25</b>	<b>\$18.70</b>	<b>\$19.19</b>	<b>\$19.66</b>
<b>Operator in Training</b>	<b>\$16.14</b>	<b>\$17.79</b>	<b>\$18.23</b>	<b>\$18.68</b>	<b>\$19.17</b>
<b>Plant Operator I</b>	<b>\$16.55</b>	<b>\$18.23</b>	<b>\$18.70</b>	<b>\$19.18</b>	<b>\$19.65</b>
<b>Plant Operator I/Cert.</b>	<b>\$16.97</b>	<b>\$18.69</b>	<b>\$19.18</b>	<b>\$19.65</b>	<b>\$20.16</b>
<b>Plant Operator II</b>	<b>\$17.40</b>	<b>\$19.18</b>	<b>\$19.65</b>	<b>\$20.16</b>	<b>\$20.66</b>
<b>Plant Operator II/Cert.</b>	<b>\$17.86</b>	<b>\$19.67</b>	<b>\$20.18</b>	<b>\$20.68</b>	<b>\$21.22</b>
<b>Plant Operator III</b>	<b>\$18.76</b>	<b>\$20.68</b>	<b>\$21.22</b>	<b>\$21.75</b>	<b>\$22.32</b>
<b>Plant Operator III/Cert.</b>	<b>\$19.24</b>	<b>\$21.22</b>	<b>\$21.75</b>	<b>\$22.32</b>	<b>\$22.88</b>
<b>Asst. Chief/Cert.</b>	<b>\$20.67</b>	<b>\$22.81</b>	<b>\$23.45</b>	<b>\$24.10</b>	<b>\$24.73</b>
<b>Chief Operator IV</b>	<b>\$26.14</b>	<b>\$28.87</b>	<b>\$29.64</b>	<b>\$30.46</b>	<b>\$31.28</b>
<b>Chief Operator IV/Cert.</b>	<b>\$26.82</b>	<b>\$29.64</b>	<b>\$30.46</b>	<b>\$31.28</b>	<b>\$32.11</b>