
**TENTATIVE AGREEMENT BETWEEN THE CITY OF CINCINNATI AND THE
CINCINNATI ORGANIZED AND DEDICATED EMPLOYEES (CODE)**

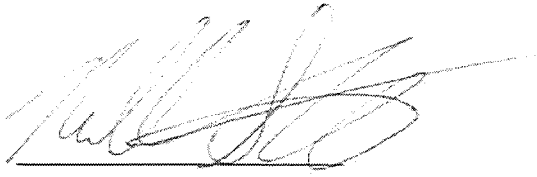
The City of Cincinnati and the Cincinnati Organized and Dedicated Employees (“CODE”) Union have reached a Tentative Agreement in bargaining over a successor agreement to the 2016-2019 CBA. The below terms are agreed upon between the parties and shall be integrated into the successor agreement. Current contract language shall remain in effect subject to the changes set forth herein.

1. Article 22 – The agreement shall be effective from March 24, 2019 to March 19, 2022.
2. Section 16.2 COLA & Appendix C:
 - a. 2% across the board wage increase, retroactive to March 24, 2019
 - b. 2% across the board wage increase effective March 22, 2020
 - c. 2% across the board wage increase effective March 21, 2021
3. The Parties shall add the following to Section 16.2: The City shall make the below pensionable lump sum payments to all employees in the bargaining unit represented by CODE:
 - a. \$350 upon ratification of the 2019-2022 CBA
 - b. \$350 on March 22, 2020
 - c. \$350 on March 21, 2021
4. Section 17.1 and Appx. D – The second paragraph of Section 17.1 and the paragraph below the chart in Appx. D shall read as follows: “Employee monthly health insurance contributions shall be capped at \$85 per month for single plan, and \$200 per month for family plan for the duration of this agreement.”
5. Section 10.1(D) shall be revised to the City’s March 19, 2019 proposal (Exhibit A)

6. Section 11.5 – Maximum vacation purchase time shall be increased from forty (40) hours to eighty (80) hours
7. Section 4.5(B)(ii) – CODE will pay the union time rate of \$36.13 per hour per the City’s March 29, 2019 Proposal (Exhibit B).
8. Section 4.5(A) – The City shall subtract 100 hours from CODE’s 2019-2020 chargeable Union Time.
9. Section 18.8 – The “Rule of 10” shall be changed to the “Rule of 15” and consistently throughout that section.
10. Section 16.5(A) – The shift differential shall be increased from forty (.40) cents per hour in addition to their regular rate of pay to eighty (.80) cents per hour in addition to their regular rate of pay.
11. Section 16.5(B) – The shift differential shall be increased from fifty-five (.55) cents per hour in addition to their regular rate of pay to ninety-five (.95) cents per hour in addition to their regular rate of pay.
12. Section 15.3(A) – Holidays listed in Section 12.1 shall be added to count towards the 40-hour overtime threshold.
13. The Agreements reached on Sections 11.4, 13.7 and 16.1 shall be incorporated herein. (Collectively, Exhibit C).
14. The parties will meet to discuss language that has the effect of the following: “Employees included in the bargaining unit represented by CODE shall be entitled hereunder to all benefits provided for in the Cincinnati Retirement System Collaborative Settlement Agreement in the United States District Court, Southern District of Ohio, Western Division.”

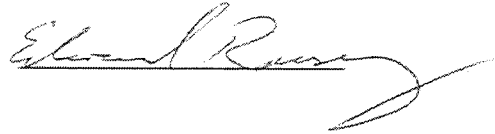
So Agreed this 12th day of November, 2019

For CODE:

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Counsel for
Union

For the City of Cincinnati

A handwritten signature in black ink, appearing to be 'Edward R. ...', written over a horizontal line.

City of Cincinnati
and
CODE
2019 Contract Negotiations

City Proposal # 11

Date Presented: 3/19/19

ARTICLE 10: LAYOFF/RECALL

Section 10.1 Layoffs

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

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

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

~~Those employees who have been promoted out of AFSCME for more than 48 months cannot "bump" an AFSCME Division 1 employee, but can fill any vacant position at the same or lower level citywide based on retention points, provided the employee meets the qualifications contained in the job description for the position. Employees who are relocated into Division 1 classification series employment positions as a result of layoff or displacement will be granted~~



~~no greater entitlement with regard to any future layoffs or displacement.~~ In no case will an employee "bump" another employee with more retention points.

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

Section 10.2 Recall

- (A) A layoff recall list by classification will be maintained by the Human Resources Department and will be available to CODE upon request. Upon creation of a new layoff recall list the City shall immediately provide CODE with that layoff recall list. Any employee who is laid off will remain on the layoff recall list for 24 months. Affected employees will be placed on the layoff and recall list by classification and in descending order of retention points. Employees will be recalled to their classification in their employing unit in the order their names appear on the layoff and recall list. Employees may also be recalled to other layoff jurisdictions when vacancies occur and there are no laid off employees from that jurisdiction. In the event an employee desires to return to a classification other than the classification he or she held at the time of layoff, the employee must be qualified for the position according to the City's job specification for the position.
- (B) In the event the City Manager identifies an employing unit for non-bargaining unit downsizing, which will have a negative impact as a result of "bumping" within the bargaining unit, then no later than 30 days prior to the actual job elimination and "bumping", the City and CODE, or appropriate sub group will meet to discuss the impact of the downsizing on the bargaining unit. The City Manager does not relinquish the inherent management rights regarding downsizing and layoffs.

City of Cincinnati

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2019 Contract Negotiations

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ARTICLE 4: CODE REPRESENTATION

Section 4.1 President's Authority: Current Contract Language

Section 4.2 Representatives Authority: Current Contract Language

Section 4.3 Release Time for President and Vice President(s): Current Contract Language

Section 4.4 Access to Work: Current Contract Language

Section 4.5 Chargeable Union Time

Following the close of each contract year during the term of this Agreement (~~i.e., March 25, 2017, March 24, 2018 and March 23, 2019~~), CODE shall reimburse the City for chargeable Union time utilized during said contract year in accordance with the following schedule and terms:

- (A) Within 60 calendar days after the close of the contract year, the City shall supply CODE with a written statement of all chargeable Union time utilized within the preceding contract year and all time donated to the CODE donated time bank under section 4.6. Said statement shall include, at minimum, a listing of each individual who utilized chargeable Union time and the number of hours utilized by each such individual during the contract year. CODE may request additional detail regarding usage of chargeable Union time, and the City shall reasonably cooperate to provide such detail to the extent it is available from the City's systems. For purposes of this section, any release time under sections 4.5 or 4.7, attendance at pre-Ds, attendance at grievance meetings (including informal or grievance avoidance), attendance at LMC or LMC sub-committee meetings, and any other release time approved by the HR Director or designee shall not be chargeable Union time. All Form-25s for non-chargeable Union time shall identify the management representative in the meeting, shall state the nature of the meeting, and shall be forwarded upon submission to a designated e-mail address established by the City Human Resources Department, or to the HR Director's e-mail address absent a designated e-mail address.

- (B) Within 30 calendar days after the City's delivery of the written statement referenced in 4.5(A), CODE shall advise the City in writing as to how CODE, in its discretion, will reimburse the City for all chargeable Union time utilized in the preceding contract year by: (i) stating how many hours will be deducted from the donated time bank provided for in section 4.8: (ii) how many hours will be paid for by CODE at the rate of ~~\$32.00~~\$36.13 per hour (which rate is the agreed-to approximate average hourly rate for CODE employees at the time this agreement



was executed, and which shall not change during the term of this Agreement); and (iii) how many hours are to be deducted from Bargaining Unit members' vacation balances subject to a maximum of one hour per member of the Bargaining Unit per year.

- (C) Within 60 calendar days after the City's delivery of the written statement referenced in 4.5(A), CODE shall deliver to the City the payment due, if any, under section (B) above. The City shall advise CODE at least 14 calendar days prior to the pay date on which vacation will be deducted from Bargaining Unit members' vacation balances. No deduction from the vacation balance of a member of the Bargaining Unit shall result in a negative vacation balance.

Section 4.6 Donated Time Bank: Current Contract Language

Section 4.7 Release Time for CODE Bargaining Team: Current Contract Language

Section 4.8 Release Time for Grievance Meetings: Current Contract Language

City of Cincinnati
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Date Presented: 5/1/19

Section 11.4 Payment upon Death

When an employee dies, any and all accrued, and unused vacation leave to his/her credit shall be made payable to the beneficiary designated on the employee's City guaranteed life insurance policy within sixty (60) calendar days. In the event that the employee has no designated beneficiary, said unused vacation leave shall be paid to the employee's estate. Such payment shall be made payable at the employee's hourly rate of pay at time of death in a lump sum (less applicable withholding), less any amounts owed by the employee to the City.

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Code
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City of Cincinnati
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ARTICLE 13.7: SICK LEAVE

Section 13.7 Annual Sick Leave Conversion (Buy Back):

- (A) Time sold back will be deducted from the employee's accumulated balance. Only sick time hours accumulated with service as an employee with the City of Cincinnati may be sold back.
- (B) Each calendar year CODE employees may convert up to 80 hours of unused sick leave to cash at the rate of 80 hours for 53 hours paid if they meet the following criteria:
 - (1) Have a sick leave balance of 600 hours or more, OR
 - (2) Have a sick leave balance of from 200 to 599 hours and have used 24 hours or less sick leave in the past 26 pay periods of the preceding year. SWP-D, and SWP-MDL (medical/dental leave) are not counted in determining the 24-hour criteria.
- (C) An employee that is eligible and wishes to convert sick leave to cash must notify the appropriate payroll authority before January 10 of the same year payment is made. Payment will be made at the rate of pay in effect in pay period 26 of the preceding year.

Tentatively Agreed to between CODE and the City of Cincinnati on the date stated below:

For CODE	Date	For the City	Date
<i>[Signature]</i>	10/29/19	<i>[Signature]</i>	10/31/19
<i>[Signature]</i>	10/29/19	<i>[Signature]</i>	10/31/19
<i>[Signature]</i>	10/29/19		
<i>[Signature]</i>	29 Oct 19		

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ARTICLE 16: WAGES & COMPENSATION

Section 16.1 Salary Schedule – Step: The salary schedule-steps for bargaining unit employees, effective March 23, 2008, shall be as set forth in Appendix C.

Salary step-ups shall become effective on the first day of the pay period of the employee's performance review date following the effective date of this Agreement. A salary Step-up is contingent upon receipt of at least a "Meets Expectations" (or equivalent) on the employee's most recent performance review, unless that review is not timely.

Employees should receive their performance evaluation on or before their anniversary date. If the subsequent rating is lower than "Meets Expectations," the employee shall retain the Step-up increase associated with that rating period.

Harold S. Shute
11-12-2019

[Signature]
11/12/19

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counsel for union

City
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