

**AGREEMENT**

**BETWEEN**

**THE HAMILTON COUNTY BOARD OF COMMISSIONERS  
DEPARTMENT OF PLANNING AND DEVELOPMENT**

**AND**

**AFSCME, OHIO COUNCIL 8  
LOCAL 1093, AFL/CIO  
(Representing Field Operations Division Employees)**

**STATE EMPLOYMENT RELATIONS BOARD  
CASE NO. 2022-MED-09-0825**

**Effective January 1, 2023 through December 31, 2025**

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## **PREAMBLE**

This Agreement, entered into by the Hamilton County Board of Commissioners Department of Planning and Development, Field Operations, hereinafter referred to as the Employer, and the AFSCME, Ohio Council 8, Local 1093, AFL-CIO (exclusive bargaining agent), hereinafter referred to as the Union, has as its purpose the following:

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

The provisions (including procedures) of this agreement supersede those provisions (including procedures) in the Revised Code covering the same subject matter, and in particular, but not limited to R.C. 124.27 and 124.323 governing probationary employees and probationary periods. R. C. 124.321 through 124.328 governing layoffs and job abolishments, R.C. 325.19 governing vacations and holidays, and R.C. 124.38 and 124.39 governing sick leave and sick leave conversion, except that employees will continue to receive the prior service credit to which they are entitled under R.C. 9.44, and will be permitted to carry sick leave balances from the Employer to other public employers as permitted by the Revised Code.

## **ARTICLE 1** **UNION RECOGNITION**

**Section 1.1** The Hamilton County Board of Commissioners (hereinafter referred to as the Employer) hereby recognizes AFSCME Ohio Council 8, Local 1093 (hereinafter referred to as the Union) as the sole and exclusive representative for the purpose of negotiating wages, hours, and other terms and conditions of employment for those employees in the Planning and Development Field Operations Division including Maintenance Worker 1, 2, and 3; Maintenance Worker 2/Mechanic; Maintenance Worker 3/Mechanic; and Administrative Secretary/Prevailing Wage Coordinator classifications; Equipment Operator 1, 2 and 3; Equipment Operator 2/Mechanic; Equipment Operator 3/Mechanic; Administrative Assistant.

**Section 1.2** All positions and classifications not specifically certified by the Ohio State Employment Relations Board as being included in the above bargaining unit shall be deemed excluded from the bargaining unit.

**Section 1.3** In the event a new non-supervisory position is created which performs maintenance duties or administrative functions within the Planning and Development Field Operations Division, the Employer shall determine whether the new position will be included in or excluded from the bargaining unit and shall so advise the Union in writing within thirty (30) calendar days. If the Union disputes the Employer's determination of bargaining unit status, the parties shall attempt to meet to resolve their disagreement within ten (10) calendar days from the Union's notification to the Employer, or at such other time as may be mutually agreeable to the parties. If the parties agree that the position should be included in the bargaining unit, it shall be implemented as agreed by the Employer and the Union, except that new classifications will be

jointly submitted to SERB for inclusion, which shall not be effective until SERB certifies its inclusion. If the parties do not agree, the position shall be subject to challenge by the Union to the State Employment Relations Board (SERB) pursuant to Chapter 4117 of the Ohio Revised Code and the SERB Rules and Regulations.

## **ARTICLE 2**

### **UNION SECURITY**

**Section 2.1** The Employer agrees to deduct regular Union membership dues once each pay period from the pay of any employee in the bargaining unit upon receiving written authorization on a mutually acceptable form signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer or designee. 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.

**Section 2.2** The Employer agrees to remit the dues deducted from eligible bargaining unit employees' pay, in accordance with this Article, to the Treasurer of AFSCME Ohio Council 8 once each month for the duration of this Agreement.

**Section 2.3** The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**Section 2.4** The Employer shall be relieved from making such individual dues "check off" deductions upon an employee's: (1) termination/resignation of employment; (2) promotion or transfer to a job exempted from the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence or disciplinary suspension; or (5) from any employee who, during any dues pay period involved, failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

**Section 2.5** The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing within sixty (60) calendar days after the date such an error is claimed to have occurred. If it is found that 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 2.6** The rate at which dues are to be deducted shall be certified to the Employer or designee by the Union in writing within thirty (30) calendar days following the effective date of this Agreement. Any change in the rate of dues deduction must be served on the Employer or designee in writing no less than sixty (60) calendar days prior to the effective date of the change.

**Section 2.7.** 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 2.8.** 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 membership. Revocation of Union membership does not revoke Union dues authorization, which may only be revoked as set forth below.

Any voluntary dues checkoff authorization shall be irrevocable, regardless of whether an employee has revoked union membership, for a period of one year from the date of the execution of the dues checkoff authorization and for year to year thereafter, unless the employee gives the Employer and the Union written notice of revocation not less than ten (10) calendar days and not more than twenty-five (25) calendar days before the end of any yearly period. Copies of employees' dues checkoff authorization cards are available from the Union upon request.

**Section 2.9.** The Employer shall place back on check-off those employees who return to the active payroll from an unpaid leave of absence, recall from layoff, or unpaid suspension.

**Section 2.10.** The Union shall have the opportunity to meet any new bargaining unit employee upon the first ten (10) days of employment with the department. The employer shall provide by electronic mail, the name and notice of the new bargaining unit employee's start date prior to the Employee's first day of employment to the Local Steward. The Union shall have up to thirty (30) minutes to explain contractual rights and introduce new employees to the Union.

**Section 2.11.** The Union shall be allowed to conduct a meeting to re-orient, educate and update each employee in the department covered by this Agreement for up to forty-five (45) minutes one time each year covered by the terms of this Agreement. Such meetings shall be scheduled for the last forty five (45) minutes of the shift, and on a date agreeable to the Union and Management. These meetings shall be for the purpose of informing employees of Union membership programs and their rights and obligations under the Agreement and shall be conducted during the Employer's scheduled work time and at the work location.

### **ARTICLE 3**

#### **UNION RIGHTS AND REPRESENTATION**

**Section 3.1** The assigned non-employee Union representative shall be admitted to any facilities owned and/or operated by the Employer for the purpose of processing grievances, attending meetings, or other representational activities as permitted in this Agreement. Upon arrival, the non-employee representative shall identify himself/herself to the Superintendent. The Union shall notify the Employer of the intended visitation by any other non-employee Union representative(s) to Employer owned and/or operated facilities, and shall provide information as to the purpose of their visit in writing or via email to the Superintendent prior to the date(s) of the visit. The Superintendent may reschedule any visitation provided for in this Section in order to maintain efficient operation. Such rescheduling shall not be unreasonable.

**Section 3.2** The Employer shall recognize two (2) employees to act as Union stewards, for the purpose of representation as outlined under this Agreement. Stewards shall be permitted a

reasonable amount of time away from their regular work duties to represent employees for purposes of processing grievances in accordance with the contractual grievance procedure and to serve as committee persons for purposes of labor negotiations or Labor/Management Committee meetings. Prior to leaving their work areas, stewards must secure the approval of their supervisor, and must complete a Steward's Activity Form as provided by the Employer. The Superintendent shall not unreasonably deny approval, but maintain the right to schedule activities so as to minimally impact productivity and efficient operations.

**Section 3.3** The Union shall provide to the Employer an official roster of its local officers, assigned non-employee Union representatives, and stewards, which is to be kept current at all times and shall include the following:

- A. Name;
- B. Union position held;
- C. Current contact information for employee and non-employee representatives (address, phone number, and email).

No employee shall be recognized as a Union steward until the Union has presented the Employer or designee with written notice of that person's selection. All changes in the information provided for in this Section must be provided to the Employer or designee in writing within fourteen (14) calendar days after such change occurs.

**Section 3.4** The Union agrees that no representative of the Union, either employee or non-employee of the Employer, shall interfere with, interrupt, or disrupt the normal work duties of employees.

**Section 3.5** The Employer agrees to provide one (1) bulletin board for the exclusive use of the Union, to be located in agreed upon areas. The Union may post notices of Union meetings, elections, recreational and social events, and conferences and conventions without prior approval. Campaign material for any candidate for Union elections shall not be posted on any bulletin board. All postings must bear the date of posting and the signature of a local Union official or Steward. No information may be posted which is political, defamatory, derogatory, or considered controversial as determined by the Union and/or Employer. Material posted in violation of this Section shall be immediately removed by the Union. If not removed by the Union upon request, the Employer may remove such material. No Union material of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin boards as provided in this Section.

**Section 3.6** Union officers and stewards shall be permitted to utilize the interdepartmental mail system in order to communicate confidentially with each other and with bargaining unit members. The mail system shall not be used for mass mailings to the bargaining unit.

**Section 3.7** Union Stewards shall be in non-paid status while conducting union business except when grievance and arbitration hearings, negotiation sessions, or Labor/Management Committee meetings are scheduled during the Steward's regular duty hours. In those instances the representatives shall suffer no loss in pay for attending such hearings and/or meetings.

**Section 3.8** Union Stewards who wish to attend Union related conventions, conferences, or educational classes may request and utilize paid vacation or personal leave pursuant to the rules and provisions set forth in Article 20 (Vacation) and Article 19 (Holidays) of this Agreement.

#### **ARTICLE 4** **MANAGEMENT RIGHTS**

**Section 4.1** The Employer possesses sole right to operate the department and all management rights repose in it. The Employer's exclusive rights shall include, but shall not be limited to, the following, except as limited by the express terms and conditions set forth in this Agreement:

- A. Determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as functions and programs of the Department, standards of service, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of operations and programs;
- D. Determine the overall methods, process, means or personnel by which operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the mission of the Department as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the Department as a government unit.

**Section 4.2** The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the function of the Employer.

#### **ARTICLE 5** **LABOR/MANAGEMENT MEETINGS**

**Section 5.1** In the interest of sound labor/management relations, a Labor/Management Committee shall be established. The Committee shall consist of no more than two (2) bargaining unit employees selected by the bargaining unit, and no more than three (3) representatives designated by the Employer. One (1) representative of AFSCME, OH Council 8 may attend meetings of the Committee. Either party may invite additional employees or non-employees to any Labor/Management meeting to address a specific topic. Such invited person shall only

attend during the discussion of the topic for which he/she was invited.

**Section 5.2** The Labor/Management Committee shall meet at the request of either party at times and locations mutually agreeable to the parties. Such meetings shall be held at least once per quarter (generally in January, April, July, and October) of each year of this Agreement.

**Section 5.3** An agenda will be exchanged by the parties at least seven (7) calendar days in advance of the scheduled meeting with a list of matters to be taken up at the meeting and the names of those Union representatives who will be attending. Each party is responsible for preparing their own meeting minutes if applicable and desired. The purpose of such meeting shall be:

- A. Administration of the Collective Bargaining Agreement;
- B. Notify the Union of changes contemplated by the Employer which affect bargaining unit employees;
- C. Discuss ways to increase productivity and improve effectiveness;
- D. Give the Union the opportunity to discuss issues of interest to bargaining unit employees;
- E. Discuss issues of health and safety;
- F. Discuss work loads.

**Section 5.4** Special Labor/Management meetings can be called at any time by either party for the specific purpose of addressing any matters relating to the health and safety of employees. Such special meetings shall not be scheduled more often than once each quarter unless an emergency health or safety situation exists.

## **ARTICLE 6**

### **GRIEVANCE PROCEDURE**

**Section 6.1** The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement, nor those matters not covered by this Agreement.

**Section 6.2** All grievances must be processed at the proper step in order to be considered at subsequent steps.

Any employee 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 the Employer's last answer.

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

**Section 6.3** 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. In furtherance of this objective, the following procedure shall be followed:

**NOTE:** At each step of the grievance procedure, the grievant may, if he or she desires, have the appropriate Union representative accompany him or her at any meeting specified in the grievance procedure.

**STEP 1:** In order for an alleged grievance to receive consideration under this procedure, the grievant must identify the alleged grievance to the grievant's Superintendent on a mutually agreeable form within seven (7) calendar days of the date that the grievant knew or should have known of the incident giving rise to an alleged grievance. The supervisor may schedule a meeting with the grievant. The supervisor shall investigate and respond on the grievance form to the grievant within seven (7) calendar days following the receipt of the grievance or the date of the meeting, whichever is later. If the Superintendent cannot meet the deadlines established in Step 1 due to absence, the grievance will automatically move to Step 2.

**STEP 2:** If the grievance is not resolved in Step 1, the grievant may refer the grievance to the Department Head or designee within seven (7) calendar days after receiving the Step 1 reply. The Department Head or designee shall have seven (7) calendar days in which to schedule a meeting with the grievant. The Department Head or designee shall investigate and respond to the grievant within seven (7) calendar days following the meeting. Any grievance that is in protest of a disciplinary action must be submitted directly to Step 3 of the grievance procedure.

**STEP 3:** If the grievance is not resolved in Step 2, the grievant may refer the grievance to the County Administrator or designee within seven (7) calendar days after receiving the Step 2 response. The County Administrator or designee shall have seven (7) calendar days in which to schedule a meeting with the grievant. The County Administrator or designee shall investigate and respond to the grievant within fourteen (14) calendar days following the meeting.

Either party may make a written request to mediate a grievance within fourteen (14) calendar days following the Step 3 response. A SERB mediator will be obtained unless there are extenuating circumstances at which point the parties will share the cost of an FMCS mediator. Mediation sessions are non-binding and neither party is required to agree to the Mediator's recommendation. Mediation discussions cannot be used as evidence if the parties proceed to Arbitration. If the

parties elect to utilize the mediation process all timelines pertaining to the grievance will be held in abeyance until the mediation process is complete.

**STEP 4:** A grievance unresolved at Step 3 of the grievance procedure may be submitted to arbitration. Notice of intent to arbitrate shall be given by the Union in writing, and must be received by the Employer within fourteen (14) calendar days from the date of the Employer's last answer when the Union's request for remedy includes a continuing cost liability to the Employer, or within thirty-one (31) calendar days from the date of the Employer's last answer for all other grievances.

**Section 6.4** After a decision to arbitrate has been rendered, the parties shall begin the arbitration process as outlined below. The Union or the grievant may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party or parties canceling the arbitration. Any grievance not submitted to arbitration within the time period described in Step 4 above shall be deemed to be settled on the basis of the last answer given by the Employer.

Within fourteen (14) calendar days of the receipt by the Employer of the written notice of arbitration, the Federal Mediation and Conciliation Service (FMCS) shall be requested to submit a panel list of nine (9) arbitrators from FMCS. Either party may indicate to FMCS that the list shall be restricted to members of the National Academy for Arbitrators, attorneys, residents of Ohio, arbitrators who maintain a primary office in Ohio or similar restrictions permitted under FMCS rules. The parties shall alternately strike names of the arbitrators until only one (1) name remains. Either party may once reject an entire list before striking names and [1] request a new list from FMCS, or [2] request a list from the American Arbitration Association under AAA rules. The Union will strike the first name from the list.

The arbitrator shall limit his or her decision strictly to the interpretation, application or enforcement of specific articles of this Agreement. He or she may not modify or amend this Agreement.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance on the grounds that the matter is nonarbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the grievance is arbitrable. If the arbitrator determines the grievance is arbitrable, the grievance will be heard on its merits before the same arbitrator.

The decision of the arbitrator shall be final and binding on the grievant, the Union, and the Employer. The arbitrator shall be requested to issue his or her decision within thirty (30) calendar days after the conclusion of testimony and argument or submission of final briefs.

The costs and fees of the arbitrator shall be borne by the losing party, except in cases involving disciplinary action, in which cases the costs shall be split equally between the Employer and the Union. The expenses of any non-employee witnesses, if any, shall be borne by the party calling them. The fees of the court reporter shall be paid by the party asking for one. Such fees shall be split equally if both parties desire a court reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearings shall not lose pay or

benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

**Section 6.5** When an employee covered by this Agreement chooses to represent himself or herself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate Union representative will be notified of his or her right to be present at the adjustment.

**Section 6.6** All grievances must be filed using the grievance form mutually agreed upon by the parties. The Union shall have the responsibility for the duplication, distribution, and their own accounting of the grievance form.

All grievances must contain the following information in order to be processed throughout the grievance procedure:

- A. Grievant's name and signature;
- B. Date grievance is being filed;
- C. Description of grievance, including date it occurred;
- D. Specific articles and sections of the Agreement violated;
- E. Remedy sought;
- F. Grievance number.

**Section 6.7** Employees covered by this Agreement, who are removed or reduced while on their probationary period, are removed or reduced without recourse, and do not have recourse for remedy through the grievance or arbitration procedures.

**Section 6.8** The grievance procedure provided for in this Article is intended to supersede appeals to the State Personnel Board of Review and other avenues of appeal regarding matters covered by this Agreement.

**Section 6.9** A grievance may be filed 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. Each employee who desires to be included in such grievance shall be required to sign the grievance.

**Section 6.10** Grievances involving disciplinary action of oral warning (written record) or written reprimand shall be subject to Steps 2 and 3 of the grievance procedure, but may not be appealed to Step 4 (arbitration). Grievances involving disciplinary action of reduction, suspension, or termination shall be submitted directly to Step 3 of the grievance procedure, and may be appealed to Step 4 (arbitration).

**Section 6.11** When any time period provided for in this Article ends on a Saturday, Sunday, or holiday, such time period shall automatically be extended to include the next day that is not a Saturday, Sunday, or holiday.

## **ARTICLE 7** **DISCIPLINE**

**Section 7.1** The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. The Employer may take this type of action for actions while the employee is on duty or off duty representing himself/herself as an employee of the Hamilton County Planning and Development Department, or for actions which reflect directly on the Employer and violate the Employee's standards of conduct. Forms of disciplinary action are:

- A. Record of oral warnings
- B. Written reprimands
- C. Suspensions without pay, a working suspension with pay, or any combination of both
- D. Reduction in pay and position
- E. Discharge from employment

**Section 7.2** Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct. Discipline will be applied in a progressive and uniform manner, except in instances wherein the employee is found guilty of gross misconduct. Disciplinary action is intended as a form of corrective action.

**Section 7.3** Incompetency, inefficiency, dishonesty, intoxication, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, or any other failure of good behavior, or any other acts of misfeasance, malfeasance, or nonfeasance, or any violations of County Policy, Departmental Work Rules, and applicable Ohio Civil Service laws shall be cause for disciplinary action.

**Section 7.4** Whenever the Employer or his designee determines that an employee may be disciplined for just cause resulting in a suspension, reduction or termination, a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the allegations. Such pre-disciplinary conference shall be scheduled within a reasonable time period following the Employer's knowledge of the alleged incident(s) or event(s).

**Section 7.5** Pre-disciplinary conferences will be conducted by a neutral hearing officer selected from those managers and supervisors employed by the BOCC that are not directly in the chain of command of the employee. The Department Head, or designee, shall select the neutral hearing officer.

**Section 7.6** Not less than three (3) working days prior to the scheduled date of the pre-disciplinary conference, the Employer shall provide to the employee a written notification of the date, time and place of the pre-disciplinary conference, and a written outline of the charges

which may be the basis for disciplinary action. Such outline shall include specific reference as to the date, time and place of the incident(s) or event(s) that will be presented at the pre-disciplinary conference, as known to the representative of the Employer at the time of issuance of the notification. Following the issuance of the notification and prior to the date of the conference, any additional information as developed by the representative of the Employer shall be immediately provided to the employee and the Chief Steward.

The employee must choose to [1] appear at the conference to present an oral or written statement in his/her defense; or [2] appear at the conference and have one (1) chosen representative present an oral or written statement in defense of the employee; or [3] elect in writing to waive the opportunity to have a pre-disciplinary conference. Failure to elect and pursue one of these three (3) options will be deemed a waiver of the employee's right to the pre-disciplinary conference. A waiver of the pre-disciplinary conference does not prohibit the Employer from conducting an investigative interview prior to imposing discipline. A copy of the pre-disciplinary conference notice shall be furnished to the Chief Steward.

Upon request and to the extent possible, the Employer will provide to the employee or his/her representative, as early as possible prior to the pre-disciplinary conference, copies of documents and a list of witnesses which the Employer intends to present at the pre-disciplinary conference.

**Section 7.7** If the Employer determines that the employee's continued employment during any investigation and/or during the time leading up to the conference poses a danger to persons or property, or if the employee's continued employment could disrupt operations, the Employer may relieve the employee from duty with pay pending the results of the pre-disciplinary conference provided above. An employee may be placed on administrative leave without pay for a period of up to two months if the employee is charged with any violation of the law that is punishable as a felony. If the employee subsequently does not plead guilty to or is not found guilty of a felony, the employee will be paid at his/her base pay, plus interest, for the period the employee was on unpaid administrative leave.

**Section 7.8** At the pre-disciplinary conference, the neutral hearing officer will ask the employee or his/her representative to respond to the allegations, which were presented in the pre-disciplinary conference notice.

**Section 7.9** At the pre-disciplinary conference the employee may present any testimony, witness, or documents which explain whether or not the allegations occurred, but the neutral administrator has the right to limit the witnesses' testimony to matters relevant to the allegations, and to limit the redundancy of testimony. The employee shall provide a list of witnesses and the name and occupation of his representative, if any, to the Employer's representative as far in advance as possible, but not later than the work day prior to the pre-disciplinary conference. It is the employee's responsibility to notify his witnesses that he desires their attendance at the conference. Employee witnesses shall not be denied the right to testify at any pre-disciplinary conference, as long as testimony is not redundant to that of prior witnesses.

**Section 7.10** The employee will be permitted to confront and cross examine witnesses subject to the neutral hearing officer's right to reasonably limit the length and extent of such examination. A written report will be prepared by the neutral hearing officer concluding whether or not the

allegations occurred. The Department Head, in consultation with the HR Director, will decide what discipline, if any, is appropriate. The Employer may implement any disciplinary action at any time following the conclusion of the pre-disciplinary conference. A copy of the neutral hearing officer's report will be provided to the employee and the Chief Steward immediately following its receipt by the Employer. The neutral administrator's report will be prepared, unless extenuating circumstances prohibit, within fifteen (15) calendar days of the conclusion of the conference.

**Section 7.11** Disciplinary action may be appealed through the grievance procedure pursuant to the terms of Section 6 of this Agreement. Grievances involving disciplinary matters (other than written warning or written reprimands) shall be initiated at Step 3 of the procedure. Grievances involving written warning or written reprimands must be filed at Step 1 and are not subject to arbitration.

**Section 7.12** No later than the work day prior to the scheduled starting time of a pre-disciplinary hearing, the employee may present a written request for a continuance. Such request shall contain the reason for requesting a continuance. The Employer shall not unreasonably deny such request.

**Section 7.13** Disciplinary action must be implemented within a reasonable period of time from the date the employee was provided with written notification of the allegations. If criminal charges have been filed against an employee, the time limit will not be in effect until all criminal proceedings are complete. This Section does not prevent the Employer from taking disciplinary action or indefinitely suspending an employee during the pending of criminal proceedings.

**Section 7.14** Prior to or at the beginning of any investigative interview which may reasonably be expected to lead to suspension, reduction, or termination of the employee being interviewed, and any conference in which discipline is administered, the employee may assert his/her right to Union representation during such interview or conference prior to the commencement of the interview or conference. The Employer will allow for a reasonable delay so that an available Steward or Union representative may attend the interview or conference.

## **ARTICLE 8**

### **PERSONNEL FILES**

**Section 8.1** Each employee may request to inspect his/her official personnel file maintained by the Employer. Inspection of personnel files shall be by scheduled appointment. Appointments shall be during regular scheduled work hours of the Hamilton County Human Resources Department with the prior approval of the Maintenance Superintendent. An employee shall be entitled to have his/her assigned steward accompany him/her during such review (if during maintenance business hours, adequate staffing levels must be maintained). An employee shall be entitled to a copy of any documents to be placed in or already in the file, which are not considered privileged by State or Federal statutes or regulations.

**Section 8.2** Employees have the right to place a statement of rebuttal or explanation in their file in response to any document contained in the personnel file. Employees may submit through the

Superintendent, records of awards or commendations for consideration by the Employer for inclusion in the employee personnel files. Removal or destruction of obsolete information or documentation will be governed by applicable provisions of the Ohio Public Records Act and Ohio Records Commission administrative procedures.

**Section 8.3** Records of written warnings and written reprimands shall cease to have force and effect eighteen (18) months from the date of issuance, provided no intervening discipline has occurred. Records of suspension and reduction shall cease to have force and effect thirty (30) months from the date of issuance, provided no intervening discipline has occurred. Upon written request of the employee, records of discipline that no longer have force and effect will be placed in a separate covered packet within the personnel file. This packet will be pulled by the Employer before the personnel file is made available to the supervisor for inspection, regarding the filling of vacancies.

**Section 8.4** The contents of the personnel files shall be prescribed by the Hamilton County HR Department and retention of items shall be determined by State and Federal law. Further, all items defined by the Ohio Revised Code as public information shall be available to the public from an employee's personnel file. The parties to this Agreement acknowledge that this Article is intended to comply with 149.43 of the Ohio Revised Code.

## **ARTICLE 9**

### **PROBATIONARY PERIOD**

**Section 9.1** Every newly hired or re-hired employee will be required to complete an initial probationary period. Every promoted employee will be required to complete a promotional probationary period. The initial probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for one (1) year. During this period employees will be required to acquire a Commercial Driver License (CDL) within one hundred eighty (180) calendar days of hire or re-hire. Any employee hired or rehired after January 1, 2023, who has received reimbursement from the Employer for the cost of their CDL licensing, and/or for whom the Employer has paid the cost of the employee's CDL licensing on the employee's behalf, shall repay to the Employer a prorated amount of such cost if the employee resigns from work within two (2) calendar years from the date of the payment and/or reimbursement. The prorated amount owed will be calculated by dividing the total amount of the cost expended by the Employer by 730 and multiplying that amount by the number of days of service left for the employee to reach their two-year anniversary from the date the Employer provided the payment and/or reimbursement.

A newly hired or re-hired probationary employee may be terminated any time during his/her initial probationary period and shall have no right to appeal the termination.

**Section 9.2** Any employee successfully completing his/her initial probationary period shall be considered a certified employee for all purposes, including eligibility for other positions.

**Section 9.3** Any employee while in his/her initial or promotional probationary period, who has lost work time due to an on-the-job injury or approved leave of absence, shall have his/her initial

or promotional probationary period extended by the length of the absence, but in no case for more than six (6) months.

**Section 9.4** A bargaining unit employee who is voluntarily reduced to a lower pay range does not serve a probationary period.

**Section 9.5** A promoted employee shall serve a promotional probationary period for one (1) year. An employee serving a promotional probationary period whose performance is unsatisfactory may be reduced to his/her former classification if the lower position remains unfilled.

## **ARTICLE 10**

### **SENIORITY**

**Section 10.1** "Seniority" shall accrue to all employees in accordance with the provisions of this Agreement. Seniority, defined in Section 10.2 of this Article, will apply whenever employee seniority rights are established in the terms and conditions of this Agreement.

**Section 10.2** "Seniority" shall be computed on the basis of uninterrupted length of continuous service with the Employer.

- A. The following situations shall not constitute a break in continuous service:
1. Absence while on approved leave of absence
  2. Absence while on approved sick leave or disability leave
  3. Military leave
  4. A layoff of eighteen (18) months duration or less
- B. The following situations constitute breaks in continuous service for which seniority is lost:
1. Discharge for just cause (including probationary removal)
  2. Retirement
  3. Layoff of more than eighteen (18) months
  4. Failure to return to work within twenty-one (21) calendar days of a recall from layoff absent extenuating circumstances such as illness, injury, disability, or active military service as defined in Section 23.2 of this Agreement.
  5. Failure to return to work at the expiration of an approved leave of absence.
  6. A resignation
- C. Effective upon execution of this agreement, bargaining unit employees who voluntarily leave the bargaining unit and return to the bargaining unit within 365 calendar days as a new hire into a vacant, posted position shall maintain all seniority previously accumulated while employed in this bargaining unit. Three-hundred and sixty-five (365) calendar days after exiting the bargaining unit, if the employee does not return as described above, all previously accumulated seniority shall be forfeited.

**Section 10.3** The Employer shall post a seniority list, once annually, showing the continuous service of each employee. One (1) copy of the list shall be furnished to the Union. Where two (2)

or more employees have identical hire dates, they shall be listed alphabetically on the seniority list.

## **ARTICLE 11**

### **LAYOFF AND RECALL**

**Section 11.1** When the Employer determines that a layoff is necessary, the Employer's designee shall notify the affected employees at least seven (7) calendar days in advance of the effective date of the layoff. The Employer, upon request from the Union, agrees to discuss with representatives of the Union the impact of the layoff on bargaining unit employees. Bargaining Unit employees will be laid off by classification in inverse order of their retention points within a job classification series selected for layoff, and in accordance with each employee's ability to perform the remaining work. Upon notification of layoff, if two or more employees have the same number of retention points, total seniority shall serve as the tie breaker. Retention points shall be calculated in accordance with Chapter 41 of the County Personnel Department Administrative Regulations.

Job Classification Series for purposes of layoff are as follows:

**Series 1:**

Equipment Operator 3/Mechanic

Equipment Operator 3

Equipment Operator 2/Mechanic

Mechanic

Equipment Operator 2

Equipment Operator 1

**Series 2:**

Administrative Assistant

**Section 11.2** Employees who are laid off shall be placed on a recall list for a period of 545 calendar days. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff, provided they are presently qualified to perform the available work.

**Section 11.3** Notice of recall shall be sent to the employee by certified mail. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

**Section 11.4** The recalled employee shall have seven (7) calendar days following the date of receipt of the recall notice to notify the Employer of his or her intention to return to work and shall have fourteen (14) calendar days following the receipt of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

## **ARTICLE 12**

### **SUBCONTRACTING**

**Section 12.1** The Employer reserves the management right to subcontract pursuant to Chapter 4117. When the Employer subcontracts work that is normally performed by bargaining unit employees, and such subcontracting results in the lay off of any bargaining unit employee(s) pursuant to the terms of Article 11 of this Agreement, the Employer will meet with the Union to discuss the effects of such subcontracting. The Employer will demonstrate the rationale for such subcontracting and the Employer's anticipated economic benefits.

## **ARTICLE 13**

### **VACANCIES, PROMOTIONS AND TRANSFERS**

**Section 13.1** When the Employer determines that a permanent vacancy exists in a bargaining unit position which the Employer intends to fill, and such vacancy is not filled through recall from a layoff list, the Employer will post a vacancy per Section 2.0 of the Hamilton County BOCC Personnel Policy Manual. The posting will include the following information concerning the vacant position: classification title, rate of pay, and minimum qualifications, including required skills, abilities, and licenses.

During the posting period, any bargaining unit employee wishing to apply for the vacancy shall do so by submitting an application to the Employer. The Employer shall not be obligated to consider any applications submitted after the posting date or which do not meet the minimum qualifications for the job.

**Section 13.2** All timely filed applications by internal employees shall be reviewed considering the following criteria: seniority, qualifications, experience, education, work record, previous job performance, disciplinary record, physical and mental capability.

The Employer shall select the employee(s) to fill the vacancy based on the following:

- A. Possession of any required license(s)
- B. Ability to perform the work
- C. Satisfactory records of attendance and discipline
- D. Seniority

All qualified internal candidates that apply will be considered.

**Section 13.3** If there are no qualified internal applicants for a vacancy, the position may be filled by a new hire. The Employer reserves the right to make temporary assignments pending the posting process and to make temporary reassignments due to staffing needed.

**Section 13.4** Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacancy for one (1) period not to exceed ninety (90) calendar days, pending the Employer's determination as to whether or not the vacancy should be filled on a permanent basis.

When such temporarily assigned duties are those of a position assigned to a classification with a higher pay grade than that of the employee, the employee, upon assumption of the assigned duties for four (4) hours or more shall receive the same pay rate as the classification with the higher pay grade per hour worked.

**Section 13.5** Any employee who has worked in the Equipment Operator 1 classification for two (2) years shall be promoted to the Equipment Operator 2 classification upon successful completion of the Operator Test. The County shall provide the operator Test and any other testing required to be qualified for that position sixty (60) working days prior to the second anniversary of an employee eligible for the position. If, passed, the employee shall be promoted effective the pay period of their second anniversary date. An employee who fails to pass the test can retest six (6) months after their two (2) year anniversary date and each six (6) month period thereafter. Prior to the completion of two (2) years as an Equipment Operator 1, the Employer, at their discretion, can administer an Operator Test to an Equipment Operator 1 classification, after six (6) months of service and if successfully completed, promote the employee to allow promotion to the Equipment Operator 2 classification.

**Section 13.6.** In order to qualify for the discretionarily-filled position of Equipment Operator 2 - Senior, a current Equipment Operator 2 must meet the following criteria:

- A. Eight (8) years of service in the Field Operations Division of the Hamilton County Department of Planning & Development
- B. Must be in Good Standing in the Field Operations Division of the Hamilton County Department of Planning & Development ("Good Standing" considerations: No active discipline; no evidence of leave abuse in accordance with Section 21.5 E and F; acceptable performance evaluations [meets expectations])
- C. Endorsement of the Superintendent (including input and recommendations from existing Equipment Operator 3 employees in the Field Operations Division of the Hamilton County Department of Planning & Development)

The provisions of Section 13.6 is to be the only process from advancing to an Equipment Operator 2-Senior position from the position of Equipment Operator 2. Other sections of this Article are inapplicable to this advancement procedure. An employee promoted from Equipment Operator 2 to Equipment Operator 2-Senior will go to the established rate for Equipment Operator 2-Senior.

**Section 13.7.** In order to qualify for the discretionarily filled position of Equipment Operator 3 – Senior, a current Equipment Operator 3 must meet the following criteria:

- A. Sixteen (16) years of service in the Field Operations Division of the Hamilton County Department of Planning & Development
- B. At least two (2) years of service as an Equipment Operator 3
- C. Must be in Good Standing in the Field Operations Division of the Hamilton County Department of Planning & Development (“Good Standing” considerations: No active discipline; no evidence of leave abuse in accordance with Section 21.5 E and F; acceptable performance evaluations [meets expectations])
- D. Endorsement of the Superintendent

The provisions of Section 13.7 is to be the only process from advancing to an Equipment Operator 3 – Senior position from the position of Equipment Operator 3. Other sections of this Article are inapplicable to this advancement procedure. An employee promoted from Equipment Operator 3 to Equipment Operator 3 – Senior will go to the established rate for Equipment Operator 3 – Senior.

#### **ARTICLE 14** **PERFORMANCE EVALUATION**

**Section 14.1** All performance evaluation policies and procedures established by the Employer shall be applied to bargaining unit employees in a consistent and equitable manner. In addition to the annual performance evaluation, the Employer may conduct additional performance evaluations as deemed necessary.

**Section 14.2** All performance evaluations for employees covered by this Agreement will be completed by the employee’s direct supervisor.

**Section 14.3** When a completed performance evaluation is presented to an employee, the employee shall acknowledge receipt. The employee’s acknowledgment of the evaluation form does not indicate the employee’s agreement with the contents of the evaluation. At the time the employee acknowledges the evaluation a copy will be made available to the employee.

Following the employee’s receipt of his/her copy of the performance evaluation form, the original shall be held by the supervisor for two (2) working days following the date of receipt by the employee. During such two (2) day working period, the employee may present any written comments on his/her evaluation to the supervisor. The employee’s written comments shall be appended or added to the performance evaluation form by the supervisor, and the completed performance evaluation form including the employee’s comments will be processed through normal procedures.

**Section 14.4** If and when the Employer chooses to substantively change the content on which employees are evaluated, the Employer will solicit input from the Union prior to implementation.

## **ARTICLE 15**

### **WORK RULES**

**Section 15.1** Every employee shall be issued or have access via computer terminal a copy of the Hamilton County BOCC Personnel Policy Manual. The Chief Steward and all stewards as designated by the Union in compliance with Section 3.2 of this Agreement shall be issued or have access via computer terminal a copy of the Hamilton County BOCC Personnel Policy Manual.

**Section 15.2** Every employee shall be informed of, and shall have access to, any other work rules, regulations, standard operating procedures and/or orders which are applicable to his/her position. Copies of all changes in work rules, regulations, standard operating procedures and/or orders shall be provided to the Chief Steward, prior to effective date if feasible.

When a change to the employee's Position Description is made, the employee will be provided a copy to sign to acknowledge the change. Employees may request a copy of their Position Description at any time.

**Section 15.3** The Employer agrees that all such rules, regulations, standard operating procedures, and/or orders shall be applied uniformly within the group or groups of employees within the bargaining unit to whom they are applicable.

## **ARTICLE 16**

### **WAGES**

**Section 16.1** Effective the pay period that includes January 1, 2023, each employee in the bargaining unit shall be placed on the new hourly rate for their classification, as follows:

<b><u>CLASSIFICATION</u></b>	<b><u>HOURLY RATE</u></b>
Administrative Assistant	\$24.41
Equipment Operator 1	\$17.75
Equipment Operator 1 w/CDL	\$19.02
Equipment Operator 2	\$22.07
Maintenance Worker 2/Mechanic	\$22.07
Equipment Operator 2 – Senior	\$23.23
Equipment Operator 3	\$28.00
Maintenance Worker 3/Mechanic	\$28.00
Equipment Operator 3 –Senior	\$28.96

**Section 16.2** Effective the pay period that includes January 1, 2024, all employees in the bargaining unit shall receive a three and one-half percent (3.5%) increase in their base rates of pay. In addition, classification scales in 16.1 shall increase by 3.5%, effective January 1, 2024.

For contract year 2025, bargaining unit employees shall receive the same general across-the-board salary or hourly increase approved by the Hamilton County Board of County

Commissioners (HCBCC) for non-bargaining unit employees of the Hamilton County Board of County Commissioners. Such increase shall be effective on the same date as for non-bargaining unit employees of the HCBCC. Any increase shall apply to the hourly rates of pay for each bargaining unit position. This obligation does not apply to adjustments to starting pay; market salary adjustments; job reclassifications; promotions; departmental reorganizations; adjustments to increase the compensation of employees who fall within the lower tiers of overall compensation for employees of the HCBCC; increases imposed by external agencies or adjudicators; increases provided by individual employment contracts or grants; individual merit increases or bonuses; or any increases to individual employees that are part of the same classification of multiple employees.

## **ARTICLE 17**

### **HOURS OF WORK AND OVERTIME**

**Section 17.1** The work period for all bargaining unit employees shall commence at 12:01 AM on Thursday and continue for seven (7) consecutive days to end at 11:59 PM on the following Wednesday. This work period is for the purposes of calculating overtime.

**Section 17.2** Each employee's normal, regular work day shall be for an eight-hour period. In addition to this eight (8) hour work period, the employees' workday shall include a one-half hour, non-paid lunch period.

**Section 17.3** The Employer reserves the right to schedule the employee's workday, including lunch periods.

**Section 17.4** When an employee is required by the Employer to be in active pay status for more than forty (40) hours in a work week, he/she shall be compensated with overtime pay or compensatory time (at the employee's option) for such time over forty (40) hours at the rate of one and one half (1 ½) times his/her regular hourly rate for each one (1) hour, or fraction thereof, of overtime worked. Overtime shall be defined as being in active pay status for more than forty (40) hours in a workweek. The term active pay status as used in this Article shall include all hours worked and all hours on vacation leave, sick leave, holiday leave, paid leave of absence, and/or compensatory time off, but shall not include hours on disciplinary suspension, or any unpaid leave of absence. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

Employees may accumulate up to one hundred (100) hours of compensatory time. Compensatory time may be used for any reason, so long as the employee requests such time through written request to his immediate supervisor. Requested compensatory time may be granted by the immediate supervisor based on the workload of the department or work area. Requests for use of compensatory time shall not be unreasonably denied. During special projects or any situation where an excessive amount of overtime is scheduled, the Employer may require that the employee accept overtime payment instead of compensatory time.

Accumulated compensatory time must be used within three hundred sixty-five (365) days of the pay period in which it was earned or it will be paid in cash at the current hourly rate during the pay period following the expiration of the 180-day time limit.

Upon termination, the employee shall be paid for all compensatory time at his/her current hourly rate of pay. Upon death of the employee, accumulated compensatory time shall be paid to the employee's estate.

Section 17.5 An employee who is called in to work for a period that does not abut his or her scheduled shift shall receive a minimum of three (3) hours pay at the overtime rate for the hours worked. When calculating actual time worked on a call-in, the Employer will include reasonable commuting time from and to the employee's home.

## **ARTICLE 18**

### **INSURANCE**

Section 18.1 The Employer shall make available to all bargaining unit employees the same major medical/hospital care insurance plans and dental plans that are available to non-bargaining HCBCC employees who are in classified civil service positions. If such non-bargaining HCBCC are required to pay a portion of insurance premiums for the insurance plans, the same contribution shall also apply to bargaining unit employees.

Section 18.2 Plan years run from January 1 through December 31. All insurance contributions provided for in this Article shall be through payroll deduction.

Section 18.3 All bargaining unit employees will be provided the same life insurance as non-bargaining unit employees.

Section 18.4 Part time, temporary, seasonal, interim, and intermittent employees are ineligible for insurance plans provided for in this Article.

Section 18.5 The Employer agrees to indemnify and defend from liability any employee from actions arising out of the employee's lawful performance of his/her official duties. If the Employer provided this protection by insurance, it shall be at the Employer's expense.

## **ARTICLE 19**

### **HOLIDAYS**

Section 19.1 Designated paid holidays shall be as follows:

New Year's Day  
Martin Luther King Day  
Presidents' Day  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Veterans' Day

January 1<sup>st</sup>  
Third Monday in January  
Third Monday in February  
Last Monday in May  
June 19<sup>th</sup>  
July 4<sup>th</sup>  
First Monday in September  
November 11<sup>th</sup>

Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

Fourth Thursday in November  
Friday after Thanksgiving  
December 25<sup>th</sup>

The length of each holiday listed above shall be equal to the length of an employee's normally scheduled work day (i.e., eight [8] hours). Employees must be in active pay status for the full working day before and after the observed holiday to be eligible for holiday pay.

**Section 19.2** If a holiday occurs on a Saturday, it shall be observed on the preceding Friday and if it occurs on a Sunday, it shall be observed the following Monday.

Holidays as provided for in this Article shall begin at 12:00 a.m. on the date the holiday is observed.

**Section 19.3** The Employer may schedule an employee off with pay on the holiday or the day of observance of the holiday. Employees who are required to work on the date that a holiday is observed, as provided for in this Section and Section 19.2 above, shall receive one and one-half (1½) hours of regular pay for each hour worked in addition to holiday pay.

## **ARTICLE 20**

### **VACATION**

**Section 20.1** Effective the pay period that includes July 1, 2023, Employees shall earn vacation leave according to their number of years of service with the Employer and any political subdivision of the state of Ohio as follows:

<b>Years of Service</b>	<b>Accrual for 80 Hours Bi-Weekly</b>	<b>Annual Accrual (Full-Time)</b>
New hire and until 1 <sup>st</sup> anniversary	40 hours credit upon hire (or PT equivalent weekly scheduled hours) + 3.1 hours bi-weekly (.03875 per hour)	40 hours credit + 80.6 hours accrued (approx. 3 weeks)
Less than 8 years	4.6 hours bi-weekly (.0575 per hour)	119.6 hours per year (approx. 3 weeks)
8 <sup>th</sup> Anniversary	6.2 hours bi-weekly (.0775 per hour)	161.2 hours per year (approx. 4 weeks)
15 <sup>th</sup> Anniversary	7.7 hours bi-weekly (.09625 per hour)	200.2 hours per year (approx. 5 weeks)

A. Accruals increase on the pay period that includes the designated years of service anniversary.

B. Upon accrual, employees shall be eligible to use accrued vacation time.

C. Employees who are rehired with Hamilton County are not provided the 40-hour credit upon rehire date; instead, they begin accruing based on their Adjusted Date of Service.

D. Employees are not entitled to be compensated upon separation for vacation accumulated, until they have completed one (1) year of service with the Employer, except for those employees with prior service credit with any political subdivision of the State of Ohio.

**Section 20.2** Vacation leave accrues while on vacation, paid military leave, and sick leave. No vacation credit is earned while an employee is in non-pay status or while an employee is on overtime. Vacation leave shall be prorated when an employee earns pay for any part of a pay period.

**Section 20.3** Vacation may be taken in one-tenth (1/10<sup>th</sup>) hour increments. Requests for vacation use of less than forty (40) hours shall be submitted as soon as possible, but not less than seventy-two (72) hours in advance. Requests for vacation use of forty (40) hours or more shall be submitted as soon as possible, but not less than seven (7) calendar days in advance. All vacation requests shall be made using the online Time Off Request system. Requests submitted with less than the aforementioned notification period will normally be denied. However, nothing contained herein shall prohibit the Employer from granting vacation requests with less than the aforementioned notification period, provided the Employer agrees that the request is necessitated by circumstances which are unforeseen by the employee.

**Section 20.4** Vacations are scheduled and approved in accordance with the workload requirements of the Employer. The Employer reserves the right to designated time periods when vacations may be restricted or denied due to operational requirements. Once a vacation is scheduled and approved by the Employer, the approval cannot be withdrawn, except in case of emergency.

**Section 20.5.** Vacation leave may be accrued up to the maximum vacation balances described below. Any excess accrual shall be forfeited when it exceeds the maximum.

**Employees Hired Prior to 01/01/2021**

<b>Years of Service</b>	<b>Maximum Vacation Balance</b>
Less than 8 years	360 Hours (180 Part-Time)
8 <sup>th</sup> Anniversary	480 Hours (240 Part-Time)
15 <sup>th</sup> Anniversary	600 Hours (300 Part-Time)

**Employees Hired or Re-Hired on or After 01/01/2021**

<b>Years of Service</b>	<b>Maximum Vacation Balance</b>
Less than 8 years	200 Hours (100 Part-Time)
8 <sup>th</sup> Anniversary	320 Hours (160 Part-Time)
15 <sup>th</sup> Anniversary	480 Hours (240 Part-Time)

**Section 20.6** Any employee who separates from service shall be paid for any earned but unused vacation leave, subject to Section 20.5 above.

**Section 20.7 Optional Vacation Credit Payout**

- A. Employees may opt to have up to 40 hours of accrued vacation time converted to a cash payment once annually. To be eligible for the cash payment, employees must maintain a minimum balance of 200 after the vacation credit payout.
- B. Vacation payouts are available in increments of 10 hours only. For example, 10 hours, 20 hours, 30 hours, or 40 hours.
- C. Employees are responsible for reporting their desire to convert vacation time and the number of hours to be converted by the deadline set by Human Resources each year. No vacation hours will be paid out if the employee does not notify Human Resources by November 1<sup>st</sup> of each year.
- D. Employees serving a temporary work level at the time of pay out are provided the payout at their regular base rate of pay not the temporary work level rate.

**ARTICLE 21**  
**SICK LEAVE**

**Section 21.1** Bargaining unit employees shall accrue sick leave credit at the rate of four and six-tenths (4.6) hours of sick leave for each eighty (80) hours of service, or while on paid vacation leave and paid sick leave. Sick leave credit shall not accrue during any unpaid leave, layoff, or disciplinary suspension. Advance use of sick leave shall not be granted. Sick leave is accumulative without limit.

**Section 21.2.** Sick leave shall be granted to an employee upon approval by the Employer, for the following reasons:

- A. Illness or injury of the employee;
- B. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees;
- C. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate practitioner, when such examination cannot be scheduled during non-work hours;
- D. Illness or injury of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member;

- E. Death of a member of the employee's immediate family, up to a maximum of five (5) days as reasonably required. One day must be the day of the funeral, which the employee must attend;
- F. Examination, including medical, psychological, dental, or optical examination of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably required, and when such an examination cannot be scheduled during non-work hours.

For the purposes of this Article, the definition of immediate family shall be: mother, father, son, daughter, brother, sister, spouse, grandparent, grandchild, mother/father/daughter/son/sister/brother-in-law, or a legal guardian or other person who stands in place of a parent.

Section 21.3 When an employee is unable to report to work due to illness or injury, he or she shall notify his or her immediate Superintendent or other designated person one (1) hour prior to the time he or she is scheduled to report to work, unless extenuating circumstances prohibit, on each day of absence, unless other arrangements are made with the employee's Superintendent.

Section 21.4 Upon return to work, an employee shall complete an online Time Off Request for sick leave to justify the use of sick leave. The Employer has the management right to investigate any request for sick leave use and determine in each case whether or not sick leave pay is to be granted. The Employer may require a medical examination of the employee by a medical practitioner selected by and paid by the Employer.

Section 21.5 The Employer may require that any request for sick leave use be substantiated by a certificate from a certified medical practitioner when the employee requests sick leave use, and any of the following conditions exist:

- A. When the sick leave use request is for a medical appointment as provided for in Section 21.2(C) or Section 21.2(F);
- B. When the sick leave request is for three (3) or more consecutively scheduled shifts;
- C. When the sick leave request is for an absence on any of the holidays provided for in Section 19.1 of this Agreement or when the sick leave request is for the employee's scheduled work shift immediately preceding and/or immediately following any of the holidays provided for in Section 19.1 of this Agreement;
- D. When the sick leave request is for the scheduled work shift immediately preceding and/or immediately following an employee's scheduled vacation leave;
- E. When the Employer has reason to suspect that sick leave use is habitual, repetitive, and/or excessive;
- F. When a bargaining unit employee has used eighty (80) hours or more of sick leave within a six (6) month period, excluding FMLA-approved absences (the employee will be required to provide a doctor's note for any subsequent absence until such time the

employee's sick leave usage falls below eighty [80] hours or more of sick leave within a six (6) month period).

The certificate provided for in this Section must state the general nature of the illness or injury, the expected return to work date, and enough information about the treatment to inform the Employer whether the employee's job performance will be impaired (e.g., what drugs are prescribed).

Section 21.6 Sick leave usage, when approved, shall be charged in minimum units of one-tenth (1/10) of an hour increments. In order to receive pay for sick leave usage, an employee must comply with all departmental rules and regulations governing application and use. Falsification of an application for sick leave or a practitioner's statement shall be grounds for disciplinary action.

Section 21.7 Provisions for Leave Donation as provided for in the Hamilton County BOCC Personnel Policy Manual shall be applicable to all bargaining unit employees.

## **ARTICLE 22**

### **PERSONAL DAY**

Each bargaining unit employee who has completed his or her initial probationary period shall be entitled to eight (8) hours of personal leave during each calendar year. Such leave shall be requested by the employee no less than one (1) hour in advance using the online Time Off Request system. If the employee requests and is granted personal leave prior to his or her workday, he or she must complete and submit the request using the online Time Off Request system upon return from such leave. The Employer reserves the right to schedule personal leave time in order to maintain efficient operation of the department. Requests for personal leave time shall not unreasonably be denied. Personal leave time may be taken in 1/10 of an hour increments. If a bargaining unit employee fails to pre-schedule and use personal leave time on or before December 31<sup>st</sup> in any calendar year, such personal leave time is lost and can not be scheduled for a date later than December 31<sup>st</sup>.

## **ARTICLE 23**

### **LEAVE OF ABSENCE**

Section 23.1 LEAVE WITHOUT PAY: Employees may be granted the following types of unpaid leaves of absence.

A. **DISABILITY LEAVE:** A physically or mentally incapacitated employee who has completed his or her probationary period may request a disability leave. A disability leave for a period not to exceed six (6) months may be granted when the disability continues beyond the accumulated sick leave rights provided the employee furnishes satisfactory medical proof of such disability along with his or her written request, and is:

1. Hospitalized or institutionalized.

2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution.
3. Declared incapacitated for the performance of the duties of his or her position by a licensed physician. It is the employee's responsibility to request a disability leave since such leave is not granted automatically when the employee's sick leave has expired.

The Employer may also grant a temporary leave of absence as a reasonable accommodation for a person with a disability, in order to enable the employee to perform the essential functions of the job upon the employee's return.

- B. **EMPLOYER REQUIRED DISABILITY LEAVE:** The Employer may require an employee to be examined by a licensed physician, selected by the employee from a list of three (3) submitted by the Employer, at the Employer's expense. An employee found to be unable to physically perform the essential duties of his or her position shall be placed on disability leave as described in Section 23.1(A) above.

**Section 23.2 LEAVE WITH PAY:** Employees may be granted the following types of paid leave of absence.

- A. **JURY DUTY AND COURT LEAVE:** The Employer shall grant leave without loss of pay where an employee is summoned for any jury duty or subpoenaed as a witness by any court or other adjudicatory body of competent jurisdiction, except as provided below. Compensation for such duty must be reimbursed to the Employer unless such duty is performed totally outside of normal working hours. An employee released from jury or witness duty prior to the end of his or her scheduled work day shall report to work for the remaining hours. Employees are not entitled to compensation when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with a juvenile, etc. Employees who are on jury duty shall be assigned to the day shift Monday through Friday for the duration of their duty. The Employer may assign other employees to cover the shift of the juror, from amongst the least senior employees on the day shift who are qualified to perform the work, and when no relief person is available in the building, the Employer reserves the right to assign an employee from another building.
- B. **MILITARY LEAVE:** Bargaining unit employees who are members of the Ohio organized militia or members of other reserve components of the armed forces of the United States, including the Ohio National Guard, shall be entitled to the greater of those military leave benefits as provided in the Hamilton County BOCC Personnel Policy Manual or O.R.C. 5923, 5903 and Section 124.29.

**Section 23.3** The provisions of the Family and Medical Leave Act of 1993 (FMLA) as provided for in the Hamilton County BOCC Personnel Policy Manual shall be applicable to all bargaining unit employees.

**Section 23.4. PARENTAL LEAVE:** The provisions of the Employer's Parent Leave policy shall apply to all bargaining unit employees as defined and administered by the Personnel Policy and Procedure Manual of the Hamilton County Board of Commissioners.

#### **ARTICLE 24**

#### **POLL WORKER LEAVE**

**Section 24.1** All employees covered by this Agreement shall be eligible to participate in the Employer's Poll Worker Leave Program under the same terms and conditions, and with the same benefits, applicable to other employees of the Employer.

#### **ARTICLE 25**

#### **UNIFORMS**

**Section 25.1** The employer will provide each new bargaining unit employee with eleven (11) shirts, eleven (11) pants, two (2) hooded sweatshirts, insulated winter coat and (3) bibs as needed. . The Employer will also provide each bargaining unit employee replacement shirts and pants at the Employer's discretion and based upon proof of need. All new shirts and replacement shirts will be provided in the style, material and color determined by the Employer. The Employer will also provide a reimbursement allowance of up to \$150.00 annually for the purchase of OSHA compliant work boots and other necessary work apparel from an Employer approved vendor.

The Employer will also provide a reimbursement allowance of up to \$100.00 during the life of this agreement for the purchase of rubber boots (for wet work) from an Employer approved vendor. If these boots are damaged during the course of work, the Employer can provide additional reimbursement as needed.

All employees are required to wear Employer provided work clothes at all times while working. If any item provided pursuant to this article is lost, stolen or damaged through the employee's negligence, the employee shall bear the cost of repairing or replacing the item.

Employees will be required to return all clothing in good condition upon leaving the Planning and Development, Field Operations Division. Employees who voluntarily leave the employment and does not return clothing shall have the cost of the clothing deducted from their final payroll checks.

#### **ARTICLE 26**

#### **EXPENSES**

**Section 26.1** Employees required to travel outside of Hamilton County to perform their duties shall be reimbursed by the Employer in accordance with the Travel Section 8.0 of the Hamilton County BOCC Personnel Policy Manual.

**ARTICLE 27**  
**TUITION REIMBURSEMENT**

**Section 27.1** All employees covered by this Agreement shall be eligible to participate in the Employer's Tuition Reimbursement Program under the same terms and conditions, and with the same benefits, applicable to other employees of the Employer.

**ARTICLE 28**  
**CIVIL SERVICE REPORTING**

**Section 28.1** The Employer and the Union agree that for purposes of this Agreement, the provisions of Section 9.41 of the Revised Code pertaining to payroll reporting requirements through the Ohio Department of Administrative Services do not apply to bargaining unit employees. It is understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as related to matters covered by this Agreement.

**Section 28.2** Whenever an employee separates from service or is otherwise removed from the bargaining unit and subsequently becomes re-employed in Ohio public service within ten (10) years from the date of separation, the Employer shall certify to the successor Employer all information relevant to length of service and appropriate benefits upon written request of the employee.

**Section 28.3** The provisions of Section 2.7 of the Hamilton County BOCC Personnel Policy Manual concerning the Employer's Classification Plan shall not be applicable to bargaining unit employees.

**ARTICLE 29**  
**NO STRIKE/NO LOCKOUT**

**Section 29.1** The Employer and the Union recognize that a strike would create a clear and present danger to the health and safety of the public and that the Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

During the term of this Agreement, the Union shall not authorize, cause, engage in, sanction, or assist in any sick call work stoppage, strike, sympathy strike, or slowdown which affects the Employer or his operations. Should the State Employment Relations Board determine that any employee(s) have engaged in or are engaging in a sick call work stoppage, strike, sympathy strike, or slowdown, the Union will promptly do whatever it can to prevent or stop such unauthorized acts, including the preparation of a letter addressed to the Employer stating "the strike action is not sanctioned and all employees should return to work immediately" signed by the ranking Union officer of the local.

**Section 29.2** In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 29.1 of this Article are subject to discipline or discharge by the Employer. Disciplinary action taken in accordance with the provisions of this Article shall not be subject to the grievance procedure Article.

**Section 29.3** During the term of this Agreement, the Employer shall not cause, permit, or engage in any lockout of its employees unless those employees shall have violated Section 29.1 of this Article.

**Section 29.4** Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

### **ARTICLE 30** **SAFETY AND HEALTH**

**Section 30.1** The Employer and the Union recognize the need for both parties to participate in the development and implementation of practices that will:

- A. Ensure that worker health and safety concerns are fully considered;
- B. Provide an open environment in which employees may freely express concerns; and
- C. Allow workers and their representatives access to needed information relative to the safety and health aspects of their work environment.
- D. The Safety and Health Committee consisting of at least two Union members and at least one management representative will meet at least quarterly to discuss and address any safety and health issues that arise.

### **ARTICLE 31** **EMERGENCY SCHEDULING**

**Section 31.1** The County Administrator may declare an emergency which could result in building closures, discontinuation of operations, and/or redeployment of staff resources. Such emergency may be due to:

- A. Excessive snow and/or ice;
- B. Inclement weather;
- C. A Level 3 Snow Emergency as issued by the Hamilton County Sheriff;
- D. Situations contained in the Hamilton County Ohio Emergency Actions Guidance Manual (e.g., bomb threats, fires, tornados, earthquakes, medical emergencies, riots);

E. Security threats; and

F. Other hazardous incidents.

**Section 31.2** The County Administrator is responsible for sending notice of a declared emergency to department heads who are then responsible for communicating this information to their staff. The department head shall designate an alternate responsible for receiving and relaying such notice in the event he/she is unable to fulfill this role.

**Section 31.3** Each department head is responsible for identifying critical operations and for designating essential employees, i.e., those employees considered necessary to protect the immediate safety and/or security of persons or property for which the county has direct responsibility, and/or employees whose presence at the work site(s) is critical to maintaining operations and services. Department heads must inform essential employees of their status and their responsibilities as such. Also, department heads are responsible for regularly updating this information and keeping it on file.

**Section 31.4** During a declared weather emergency, all essential employees are expected to work unless otherwise advised by the department head or County Administrator. Employees may call 946-SNOW for reporting instructions and information during a weather emergency. During a declared emergency, including weather, employees of those departments required to maintain twenty-four (24) hour emergency service are required to report to work. The department head or designee may continue to use available personnel beyond regularly scheduled hours, subject to overtime pay provisions as applicable.

**Section 31.5** Emergency closures pertain only to the shift and/or shifts during which the emergency is in effect, i.e., if an emergency is declared during first shift and lifted prior to the commencement of second shift, then second and third shift employees are expected to report to work.

**Section 31.6** During an emergency declared by the County Administrator, if County offices are officially closed to the public and nonessential personnel, employees will be compensated in the following manner:

Employee Type	Reporting to Work?	Compensation
<b>Non-exempt ESSENTIAL</b>	Yes, regardless of weather or emergency conditions unless directed otherwise by management.	Paid for hours worked at regular rate and subject to overtime pay provisions as applicable.
<b>Non-exempt NON-ESSENTIAL</b>	No, do not report until next scheduled shift unless otherwise directed by management.	Paid for regularly scheduled shift.

Employee on scheduled leave		Charged with leave time, regardless of declared emergency
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## **EMPLOYEE REPORTING PROCEDURES DURING A DECLARED WEATHER EMERGENCY**

In the event that the Hamilton County Sheriff has instituted a Level 1 Snow Alert, Level 2 Advisory, or Level 3 Emergency, prior to employees reporting to work, the following operational guidelines should be followed:

### **Level 1 - Alert**

County Operations remain open. Employees should exercise common sense traveling to work and may contact their supervisor, to discuss alternative scheduling, the use of vacation time or time off without pay, if travel is impractical.

### **Level 2 - Advisory**

County Operations remain open. Essential employees should report unless otherwise directed by management. Employees not formally designated as essential for operations during inclement weather are encouraged to check with their supervisor to determine if attendance is required. If not, employees and supervisors are encouraged to work cooperatively to discuss alternative work scheduling, the use of vacation time or time off without pay, in lieu of reporting to work.

### **Level 3 – Emergency**

County operations are suspended. Only those employees designated as ESSENTIAL to County operations during inclement weather should report. (See chart in Section 31.6 above regarding employee compensation.)

## **ARTICLE 32 WAIVER IN CASE OF EMERGENCY**

Section 32.1 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Hamilton County Sheriff, The Hamilton County Board of Commissioners, or the Federal or State Legislature, the Director of Homeland Security, the Federal Emergency Management Agency (FEMA), the local Emergency Management Agency, the Secretary of the Department of Health and Human Services, or the local Health District Board, such as acts of God, civil disorder, or public health emergency, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limit for the processing of grievances; and
- B. All work rules and practices relating to the assignment of employees.

Section 32.2 Upon the termination of the emergency, should valid grievances exist, such

grievances shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which such grievance(s) had properly progressed prior to the emergency.

### **ARTICLE 33**

#### **SEVERABILITY**

Section 33.1 In the event that any provision of this Agreement is found to be inoperable because it is in violation of state or federal law, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 33.2 The parties agree that should any provision of this Agreement be found invalid, they will schedule a meeting promptly at a mutually agreeable time to negotiate replacement language on the same subject matter.

### **ARTICLE 34**

#### **DURATION**

Section 34.1 Unless otherwise specified within specific Articles or Sections of this Agreement, all terms and conditions of this Agreement shall become effective January 1, 2023, and shall remain in full force and effect until 11:59 PM, December 31, 2025.

Section 34.2 If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, and no later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested.

Section 34.3 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreement arrive at by the parties after the exercise of that right an opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union and all prior agreements, practices, and policies, either oral or written, are hereby canceled.

### **ARTICLE 35**

#### **NON-DISCRIMINATION**

Neither the Employer, their agents, agencies, or officials, nor the Union or their agents or officers shall unlawfully discriminate against any employee on the basis of age, sex, race, color, religion, national origin, political affiliation, lawful political activity, veteran status, disability or ancestry of any person.

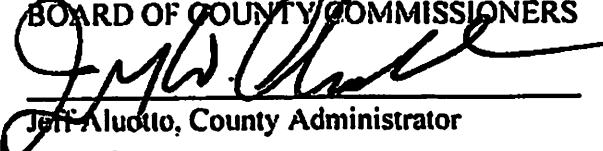
The Employer and the Union agree not to interfere with the desire of any person to become or refrain from becoming a member of the Union.

**All references in this Agreement to the male gender shall be construed to be equally applicable to females.**


## SIGNATURE PAGE

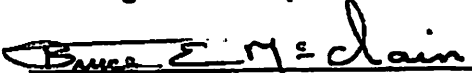

IN WITNESS WHEREFORE, the parties hereunto signed by their authorized representative this  
30<sup>th</sup> day of June, 2023.


FOR THE HAMILTON COUNTY  
BOARD OF COUNTY COMMISSIONERS

  
Jeff Aluotto, County Administrator

  
James Noyes, Director,  
Planning and Development

  
Mohammad Islam, Deputy Director,  
Planning and Development

  
Bruce McClain, Superintendent  
  
Frank Spataro, HR Director

  
Cori Besse, Employee and Labor Relations Manager

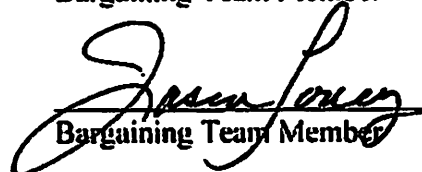
APPROVED AS TO FORM

on File  
Assistant Prosecuting Attorney

FOR AFSCME, OHIO COUNCIL 8,  
LOCAL 1093, AFL-CIO

  
Thomas Horan, Negotiator

  
Bargaining Team Member

  
Bargaining Team Member

APPROVED AND JOURNALIZED BY THE HAMILTON COUNTY BOARD OF  
COMMISSIONERS ON THE 27th DAY OF July, 2023.

Alicia Reece, President, Denise Driehaus, Vice President, Stephanie Summerow Dumas,  
Member

11 On motion of Commissioner Driehaus, seconded by Commissioner Summerow Dumas, the following resolution was adopted.

**RESOLUTION APPROVING AND JOURNALIZING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE HAMILTON COUNTY BOARD OF COUNTY COMMISSIONERS AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), LOCAL 1093, OHIO COUNCIL 8, AFL-CIO, REPRESENTING EMPLOYEES AT THE HAMILTON COUNTY DEPARTMENT OF PLANNING AND DEVELOPMENT, FIELD OPERATIONS**

**SERB CASE #2022-MED-09-0825**

**BY THE BOARD**

**WHEREAS**, the Hamilton County Board of County Commissioners and the American Federation of State, County and Municipal Employees (AFSCME), Local 1093 representing Field Operations Division employees of the Hamilton County Department of Planning and Development, have engaged in negotiations pursuant to Chapter 4117 of the Ohio Revised Code to make certain modifications in the existing agreement (SERB Case #2022-MED-09-0825); and

**WHEREAS**, pursuant to the provisions of Ohio Rev. Code Chapter 4117, it is the desire of this Board that the collective bargaining agreement attached hereto and made a part thereof be received, approved, and journalized.

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Hamilton County, Ohio, that the collective bargaining agreement between this Board and the American Federation of State, County and Municipal Employees (AFSCME), Local 1093 representing employees of Department of Planning and Development, Field Operations Division, to be effective through December 31, 2025, a copy of which is attached hereto and made a part thereof, be and the same hereby is approved; and

**BE IT FURTHER RESOLVED** that the County Administrator be and hereby authorized and directed to assure full execution of the collective bargaining agreement and to execute said agreement on behalf of the Board; and

**BE IT FURTHER RESOLVED** that the Clerk of the Board be and hereby authorized and directed to certify copies of this resolution to Mr. Jeff Aluotto, County Administrator, Mr. Frank Spataro, Human Resources Director, Mr. James Noyes, Director of Planning and Development, and Ms. Rebecca Frankenhoff, Staff Representative, AFSCME Local 1093, 1213 Tennessee Ave, #2, Cincinnati, Ohio 45229.

**ADOPTED** at a regularly adjourned meeting of the Board of County Commissioners of Hamilton County, Ohio on this 27<sup>th</sup> day of July 2023.

Ms. Reece excused

Ms. Driehaus yes

Ms. Summerow Dumas yes

**CERTIFICATE OF CLERK**

**IT IS HEREBY CERTIFIED** that the foregoing is a true and correct transcript of a resolution adopted by the Board of County Commissioners in session on this 27<sup>th</sup> day of July 2023.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of the Office of County Commissioners of Hamilton County, Ohio this 27<sup>th</sup> day of July 2023.

  
\_\_\_\_\_  
Leslie Hervey, Clerk

Board of County Commissioners  
Hamilton County, Ohio