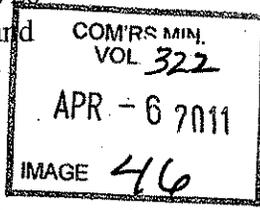




...n of Mr. Hartmann, seconded by Mr. Monzel the resolution was adopted.

RESOLUTION APPROVING TENTATIVE COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE HAMILTON COUNTY BOARD OF COUNTY COMMISSIONERS AND THE  
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 20  
(REPRESENTING COUNTY FACILITIES HVAC TECHNICIANS and  
FACILITIES MAINTENANCE WORKERS)



BY THE BOARD:

WHEREAS, Ohio Revised Code Chapter 4117 establishes collective bargaining procedures for public employers and public employees; and

WHEREAS, pursuant to the provisions of Ohio Revised Code Chapter 4117, it is the desire of this Board that the tentative collective bargaining agreement attached hereto and made a part hereof be received and approved;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Hamilton County, Ohio, that the tentative collective bargaining agreement between this Board and the International Union of Operating Engineers, Local 20, on behalf of the County Facilities employees to be effective through April 30, 2014, a copy of which is attached hereto and made a part hereof, be and the same hereby is approved; and

BE IT FURTHER RESOLVED that the County Administrator be and he hereby is authorized and directed to assure full execution of the collective bargaining agreement and to execute said agreement on behalf of the Board, said tentative agreement having been approved by the International Union of Operating Engineers, Local 20; and

BE IT FURTHER RESOLVED that the Clerk of the Board be and hereby is authorized and directed to certify copies of this resolution to Mr. Christian Sigman, Interim County Administrator, Mr. Gary Berger, Human Resources Director, and Mr. Terry Ware, International Union of Operating Engineers, Local 20, 1150 W. Eighth Street, Ste 205, Cincinnati, Ohio, 45203.

ADOPTED at a regularly adjourned meeting of the Board of County Commissioners of Hamilton County, Ohio, this 6<sup>th</sup> day of April, 2011.

Mr. Hartmann YES      Mr. Monzel YES      Mr. Portune 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 the 6<sup>th</sup> day of April, 2011.

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 6<sup>th</sup> day of April, 2011.

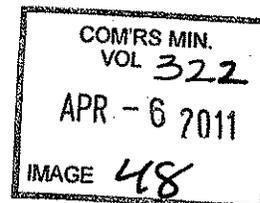
*Jacqueline Panioto*  
Jacqueline Panioto, Clerk  
Board of County Commissioners  
Hamilton County, Ohio

COMRS MIN.  
VOL 322  
APR - 6 2011  
IMAGE 47

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE HAMILTON COUNTY BOARD OF COMMISSIONERS  
AND  
INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL #20**

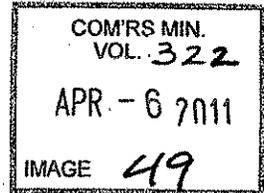
**SERB Case No. 11-MED-01-0042**

**Effective Through  
April 30, 2014**



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

Section 1.1. The Hamilton County Board of Commissioners (hereinafter referred to as the Employer) hereby recognizes the International Union of Operating Engineers, Local 20 (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 bargaining unit as described: all Boiler Operators, Facility Maintenance Worker 1, Facility Maintenance Worker 2, HVAC Technicians and any classification which is part of the current bargaining unit certification.

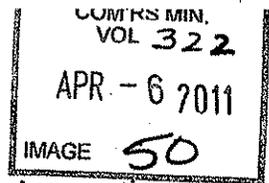
Section 1.2. All positions and classifications not specifically certified by the Ohio State Employment Relations Board as being included in the above bargaining unit shall be deemed excluded from the bargaining unit.

Section 1.3. In the event a new non-supervisory position is created which performs maintenance duties within the Facilities Department, 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 seven (7) 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**  
**MANAGEMENT RIGHTS**

Section 2.1. The Union recognizes and accepts the right and authority of the Employer to determine matters of inherent managerial policy which include but are not limited to areas of discretion of policy such as:

- A. To determine the functions and programs of the Employer;
- B. To determine the standards of services to be delivered;
- C. To determine the overall budget;
- D. To determine how technology may be utilized to improve the Employer's operations;
- E. To determine the Employer's organizational structure;
- F. To direct, supervise, evaluate, or hire employees;



- G. To maintain and improve the efficiency and effectiveness of the Employer's operation;
- H. To determine the overall methods, process, means or personnel by which the Employer's operations are to be conducted;
- I. To suspend, discipline, demote or discharge employees, or to layoff, transfer, assign, schedule, promote, or retain employees;
- J. To determine the adequacy of the work force;
- K. To determine the overall mission of the Employer as a unit of government;
- L. To effectively manage the work force; and
- M. To take actions necessary to carry out the mission of the Employer as a governmental unit.

Section 2.2. The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by the Agreement or ensuing Agreements shall remain the exclusive function of the Employer. The Employer recognizes that any exercise of Management Rights shall not violate this Agreement.

### **ARTICLE 3**

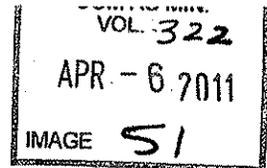
#### **LABOR/MANAGEMENT COMMITTEE**

Section 3.1. In the interest of sound labor/management relations, a Labor/Management Committee shall be established. The Committee shall consist of no more than three (3) bargaining unit employees selected by the bargaining unit, and no more than three (3) representatives designated by the Employer. One (1) representative of IUOE Local # 20 may attend any meetings of the Committee.

Section 3.2. 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 3.3. No less than seven (7) days prior to the scheduled date of any Labor/Management Committee meeting, the parties shall exchange an agenda of items to be discussed, and the names of the individuals who will be in attendance at the meeting. The agenda shall be limited to the following items:

- A. Administration of the collective bargaining agreement.
- B. Notify the Union of any changes in work rules, procedures, policy, etc. that have been made by the Employer which may have an effect on bargaining unit employees.



- C. Discuss grievances which have not yet been processed beyond Step Four of the grievance procedure provided for in this Agreement. Discussion on such grievances must be mutually agreeable to both parties.
- D. Disseminate general information of interest to the parties.
- E. Discuss ways and methods to increase productivity and improve effectiveness.
- F. Discuss health and safety matters relating to employees.

Section 3.4. The parties shall attempt to complete all Labor/Management Committee meetings within a two (2) hour time period. If special Labor/Management Committee meetings are requested and agreed to, they shall be convened as soon as feasible.

Section 3.5. Compliance with applicable occupational safety and health requirements is a mutual goal of the parties. The Union will cooperate with the Employer in assuring compliance with applicable safety rules and regulations. In order to promote and encourage these goals, 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.

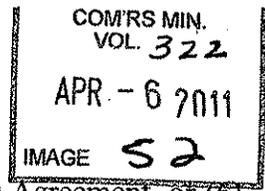
**ARTICLE 4**  
**DUES DEDUCTION**

Section 4.1. The Employer agrees to deduct Union membership dues in accordance with this Article for all employees eligible for the bargaining unit upon the successful completion of their individual probationary periods.

Section 4.2. The Employer agrees to deduct regular Union membership dues on a biweekly basis from the pay of any employee in the bargaining unit eligible for membership upon receiving an approved written authorization signed individually and voluntarily by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 4.3. 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 4.4. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's (1) termination of employment, (2) transfer to a job other than one covered by the bargaining unit, (3) layoff from work, (4) unpaid leave of absence, (5)



revocation of the check-off authorization in accordance with the terms of this Agreement, or (6) resignation from the Union.

Section 4.5. Effective sixty (60) calendar days following employment, any employee who voluntarily submits a dues check-off authorization and who thereafter revokes such authorization shall pay to the Union, through payroll deduction, an agreement administration fee for the duration of this Agreement. The agreement administration fee is automatic and does not require the employee to remain a member of the Union nor shall the agreement administration fee exceed the dues paid by bargaining unit employees who are members of the Union. The agreement administration fee shall comply with all provisions of Ohio Revised Code Section 4117.09(C) and Ohio Administrative Code Section 4117-11-01. Within thirty (30) calendar days following the effective date of this Agreement, the Union shall certify to the Employer in writing the amount of the agreement administration fee. Any changes in the amount of the agreement administration fee must be provided to the Employer in writing no less than sixty (60) calendar days prior to the effective day of such change.

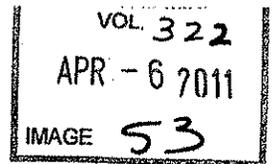
Section 4.6. The Employer agrees to notify and provide to the Union the name, address, and classification of any new employee hired into a classification covered by this bargaining agreement, as soon as reasonably possible after the employee is hired.

## ARTICLE 5 CORRECTIVE ACTION

Section 5.1. No employee shall, for disciplinary reasons, be reduced in pay, suspended, or discharged except for just cause. An employee who is convicted of a felony is subject to termination and shall have no right to grievance and arbitration provisions set forth in this Agreement.

Section 5.2. Before the Employer issues an order of suspension, reduction/demotion, or discharge, a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. Not less than seventy-two (72) hours prior to the conference, the employee will be given notice of the charges and notification of his/her right to representation. The notice of charges 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. Upon request and to the extent possible, the Employer will provide to the employee or his or her representative, no later than forty-eight (48) hours 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.

An employee or the Union (with the employee's consent) may waive the pre-disciplinary conference illustrated in this section by submitting a written waiver or by failing to appear for the conference. If the pre-disciplinary conference is waived, no pre-disciplinary conference will be held (however, this does not prohibit the Employer from conducting an investigatory interview prior to imposing any discipline). An employee or the Union (with the employee's consent) may postpone a pre-disciplinary conference one (1) time, provided he or she gives eight (8) hours



prior notice of such requested postponement. A Union representative may be present at such pre-disciplinary conferences and will not suffer any loss of pay for attending such conferences.

Section 5.3. 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.

## **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.

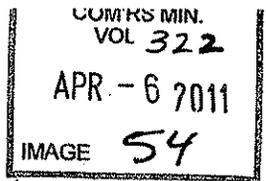
Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not processed by the employee within the time limits provided shall be considered resolved 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 immediate supervisor on a mutually agreeable form within seven (7) calendar days of the date that the grievant knew or should have known. 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.



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.

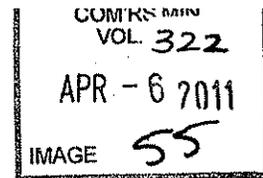
STEP 4: A grievance unresolved at Step 3 of the grievance procedure may be submitted to arbitration. Notice of intent to arbitrate shall be given by the Union in writing, and must be received by the Employer within fourteen (14) calendar days from the date of the Employer's last answer when the Union's 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 their principal office in Ohio or within 100 miles, 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.

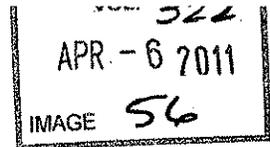
All grievances must contain the following information in order to be processed throughout the grievance procedure:

- 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**

### **NO STRIKE/NO LOCKOUT**

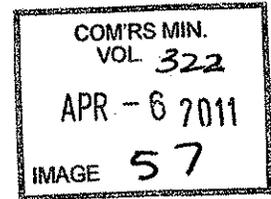
Section 7.1. The Employer and the Union recognize that a strike would create a clear and present danger to the health and safety of the public and that the Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

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 7.2. In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 7.1 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 7.3. 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 7.1 of this Article.

Section 7.4. 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 8 PROMOTIONS

Section 8.1. The parties agree that all promotions within the bargaining unit shall be filled in accordance with this Article. Promotion shall be defined as when the Employer determines that there is an opportunity for a bargaining unit employee to move from any bargaining unit classification to another bargaining unit classification with a higher rate of pay.

Section 8.2. Whenever the Employer determines that a permanent vacancy in any bargaining unit classification exists, a notice of such vacancy shall be posted on a designated bulletin board in each facility for seven (7) calendar days. During the posting period, any employee in a lower paying classification who wishes to apply for the vacancy shall do so by submitting a written 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 8.3. Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacancy pending the Employer's determination to fill the vacancy, for one (1) period not to exceed ninety (90) days, on a permanent basis.

Section 8.4. All timely filed applications shall be reviewed considering the following criteria: seniority, qualifications, experience, education, work record, previous job performance, disciplinary record, physical, and mental capability.

Section 8.5. The Employer shall select the employee(s) to be promoted based on the following:

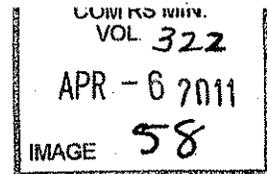
- A. Possession of any required license(s)
- B. Ability to perform the work
- C. Records of attendance and discipline
- D. Seniority

Only where factors B and C above are relatively equal shall seniority be the determining factor. It is the intent of the Employer that the most qualified applicant will be selected.

If there are no qualified applicants for a promotional opportunity, 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 needs as provided for in Article 15 of this Agreement.

## ARTICLE 9 VACANCIES AND TRANSFERS

Section 9.1. When the Employer determines that a permanent vacancy exists in a bargaining unit position which the Employer intends to fill, other than original appointments from an eligible list, and such vacancy is not filled through recall from a layoff list, the Employer will post a



vacancy notice in each facility where bargaining unit employees are assigned for seven (7) calendar days. 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 a written 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 9.2. All timely filed applications 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

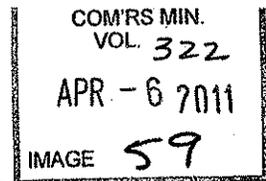
The senior qualified employee requesting transfer shall be awarded the vacancy providing he or she meets qualifications A through C above.

Those employees who are currently assigned to the facility where the vacancy exists shall be given first opportunity to any vacancy provided for in this Article. If no employee in the same facility provides written notice to the Employer of his or her desire to be considered for such vacancy, then the Employer may offer the opportunity to bargaining unit employees in other facilities of the Employer.

Section 9.3. If there are no qualified 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 needs as provided for in Article 15 of this Agreement.

Section 9.4. 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.

Section 9.5. While unfilled vacancies occurring in facilities, other than those facilities presently manned by this bargaining unit, shall be filled according to this Article, an employee transferring to such new facility shall serve a transfer probationary period according to the provisions in Article 33 (Probationary Period). Current facilities manned by the bargaining unit shall include the Hamilton County Courthouse, Hamilton County Justice Center, 230 East 9<sup>th</sup>, 800 Broadway,



Hamilton County Administration Building, 237 William Howard Taft, 250 William Howard Taft, Hillcrest, 2020 Auburn Avenue and 222 E. Central Parkway.

During the term of this labor agreement, should the Employer acquire a new facility and become responsible for work also typically performed by those in the bargaining unit, and should the Employer decide to retain current non-unit staff in such new facility, bargaining unit employees shall not be entitled to transfer to the new facility until a vacancy occurs. However, bargaining unit employees may only apply for transfer vacancies, as described in Section 9.1 through 9.4, if the vacant position is responsible for work also typically performed by bargaining unit employees and SERB has granted jurisdiction to IUOE, Local 20 over the positions and work in such new facilities.

Section 9.6. Each unfilled position in facilities not staffed, not presently manned, and not in the list of facilities described in Section 9.5, shall be available for a non-probationary vacancy transfer only after the position in such facility is filled and the position has had one employee complete the transfer probationary period referenced in Section 9.5. Once all unfilled vacancies are filled by bargaining unit employees, and all employees transferring to such facility have completed their transfer probationary periods, then the facility shall be considered as on the list of current facilities, as described in Section 9.5.

## **ARTICLE 10** **SENIORITY**

Section 10.1. "Seniority" shall be computed on the basis of uninterrupted length of continuous service with the County. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

Section 10.2. An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

Section 10.3. Employees laid off shall retain their seniority for a period of twelve (12) months from the day of layoff.

## **ARTICLE 11** **PERSONNEL FILES**

Section 11.1. Each employee may request to inspect his or her official personnel file maintained by the Employer. Inspection of the individual's personnel file shall be by scheduled appointment requested in writing, and approved by the Employer. Appointments shall be during the regular scheduled work hours of the administrative staff of the Employer. An employee shall be entitled to have a representative of his or her choice accompany him or her during such inspection.

Section 11.2. Records of oral reprimand (written record) or written reprimand shall be in full force and effect for a period of twelve (12) months, provided no intervening discipline has

occurred. Records of reduction or suspension shall be in full force and effect for a period of twenty-four (24) months, provided no intervening discipline has occurred.

Section 11.3. A copy of any disciplinary action that is placed in an employee's personnel file shall be given to the employee. The employee shall sign a copy of the disciplinary action to acknowledge his or her receipt of the document.

Section 11.4. If an unfavorable statement or notation is in the official personnel file, the employee shall be given the right to place a statement of rebuttal or explanation in the file.

Section 11.5. The contents of personnel files shall be prescribed by Hamilton County, 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 12**  
**UNION BUSINESS**

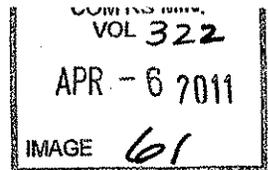
Section 12.1. The Union shall designate, and the Employer shall recognize, one (1) employee at the County Courthouse, one (1) employee at the Justice Center, one (1) employee from the HVAC classification, and one (1) employee for all other bargaining unit employees, to act as Union representatives, for the purpose of processing grievances in accordance with the grievance procedure and to serve as committee persons for purposes of labor negotiations. In the event of the absence of a designated representative, or in the event of his or her inability to perform his or her function, the Union may designate an alternate.

Section 12.2. The Union shall provide to the Employer at each quarterly Labor Management Committee meeting an official roster of its officers and representatives which is to be kept current at all times and shall include the following:

- A. Name
- B. Address
- C. Home Telephone Number
- D. Immediate Supervisor
- E. Union Office Held

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

Section 12.3. The Union representative shall be in non-paid status while conducting Union business except that if hearings on grievances or negotiation sessions are scheduled during the



employee's or representative's regular duty hours, the representative and/or employee shall not suffer any loss of pay for attending such hearings or sessions.

Section 12.4. The Union agrees that no representative of the Union, either employee or non-employee of the Employer, shall interfere, interrupt, or disrupt the normal work duties of employees.

**ARTICLE 13**  
**SHIFT DIFFERENTIAL**

Section 13.1. Bargaining unit employees regularly scheduled to work the second shift shall be paid an additional forty-five cents (\$0.45) per hour per the current practice. Bargaining unit employees regularly scheduled to work the third shift shall be paid an additional fifty cents (\$0.50) per hour per the current practice.

**ARTICLE 14**  
**WAGES**

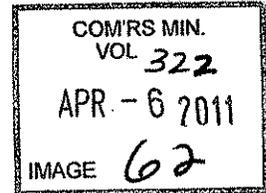
Section 14.1. Effective on the pay period which includes April 1, 2011 the pay level of all bargaining unit employees shall be as follows:

| <u>CLASSIFICATION</u>           | <u>HOURLY</u> | <u>BIWEEKLY</u> |
|---------------------------------|---------------|-----------------|
| Facilities Maintenance Worker 1 | 21.8073       | 1744.58         |
| Facilities Maintenance Worker 2 | 23.0502       | 1844.02         |
| HVAC Technician                 | 27.7989       | 2223.91         |
| HVAC Technician Lead            | 28.5489       | 2283.91         |

For contract year 2011, 2012, and 2013 (from date of execution on), the bargaining unit employees shall receive the same increase approved by the Hamilton County Board of County Commissioners (HCBCC) for non-bargaining unit employees of the HCBCC (except those with individual employment contracts). Such increases shall be effective on the same date as non-bargaining unit employees of the HCBCC.

**ARTICLE 15**  
**TEMPORARY CLASSIFICATION**

Section 15.1. When the Employer determines that it is necessary to temporarily assign bargaining unit employees to perform the duties of a higher pay level classification, and when such temporary classification assignment is for one (1) or more consecutive work days, an employee who is temporarily assigned under this Section shall receive the pay level of the higher classification for all hours so assigned.



**ARTICLE 16**  
**COUNTY CLASSIFICATION PLAN**

Section 16.1. The provisions of Section 2.7 of the Personnel Policy Manual of the Hamilton County Board of Commissioners concerning the Employer's Classification Plan shall not be applicable to bargaining unit employees.

**ARTICLE 17**  
**VACATION**

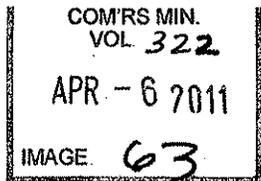
Section 17.1. Employees shall earn vacation leave according to their number of years of service with the Employer and any political subdivision of the state of Ohio as follows:

- A. At the end of (1) year of service, employees shall be credited with two (2) weeks of vacation time. Vacation time shall accumulate thereafter at a rate of three and one-tenth (3.1) hours per pay period, for service of one (1) year, but less than six (6) years of service.
- B. Six (6) years of service but less than twelve (12) years completed: one hundred twenty (120) hours. Rate of accumulation: four and six-tenths (4.6) hours per pay period.
- C. Twelve (12) years of service but less than eighteen (18) years completed: one hundred sixty (160) hours. Rate of accumulation: six and two-tenths (6.2) hours per pay period.
- D. Eighteen (18) years or more of service completed: two hundred (200) hours. Rate of accumulation: seven and seven-tenths (7.7) hours per pay period.

No additional credit shall be given beyond the normal rate of accrual; bargaining unit employees shall not receive any lump sum credits upon completion of designated years of service, except for the specific credit in Section 17.1 (A), above. Employees are not entitled to use vacation accumulated, or 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 17.2. 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 17.3. Vacation may be taken in one (1) 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 in writing by the employee to the employee's supervisor. 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 17.4. 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 17.5. Vacation leave may be accrued up to three (3) times the employee's annual accumulation rate. Excess vacation shall be forfeited.

Should an employee reach maximum vacation accumulation during a period where vacation utilization is restricted, he/she will continue accruing vacation during such restriction period. At the conclusion of the restricted period, employees will have up to sixty (60) calendar days to utilize the vacation which is in excess of the limit. Employees who have reached maximum vacation accumulation are not entitled to additional vacation accumulation if the period of restriction does not exceed at least five (5) days, and such time is forfeited.

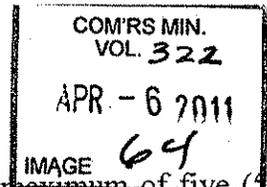
Section 17.6. Any employee who separates from service shall be paid for any earned but unused vacation leave, subject to Section 17.5 above.

## **ARTICLE 18** **SICK LEAVE**

Section 18.1. 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 18.2. 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.

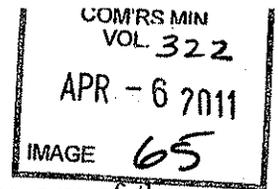
Section 18.3. When an employee is unable to report to work due to illness or injury, he or she shall notify his or her immediate supervisor or other designated person one (1) hour prior to the time he or she is scheduled to report to work, unless extenuating circumstances prohibit, on each day of absence, unless other arrangements are made with the employee's supervisor. The procedure for notification is as follows:

- For non-continuous operations, the employee is to call his or her supervisor's cell phone first (and leave a message if there is no answer); if the employee does not personally contact the supervisor, then he or she must call the main number.
- For continuous operations, the employee is to call the employee on the shift first, then his or her supervisor's cell phone (and leave a message if there is no answer); if the employee does not personally contact the supervisor, then he or she must call the main number.

Section 18.4. Upon return to work, an employee shall complete an application for sick leave use form 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 18.5. 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 18.2(C) or Section 18.2(F);
- B. When the sick leave request is for three (3) or more consecutively scheduled shifts;
- C. When the sick leave request is for any absence in excess of three (3) absences within the same calendar year;
- D. 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;

- E. When the sick leave request is for the scheduled work shift immediately preceding and/or immediately following an employee's scheduled vacation leave;
- F. When the Employer has reason to suspect that sick leave use is habitual, repetitive, and/or excessive.

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 18.6. Sick leave usage, when approved, shall be charged in minimum units of one (1) 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 18.7. Provisions for Leave Donation as provided for in the Personnel Policy Manual of the Hamilton County Board of Commissioners shall be applicable to all bargaining unit employees.

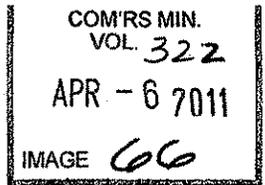
## **ARTICLE 19** **HOLIDAYS**

Section 19.1. Designated paid holidays shall be as follows:

|                        |                             |
|------------------------|-----------------------------|
| New Year's Day         | January 1 <sup>st</sup>     |
| Martin Luther King Day | Third Monday in January     |
| Presidents' Day        | Third Monday in February    |
| Memorial Day           | Last Monday in May          |
| Independence Day       | July 4 <sup>th</sup>        |
| Labor Day              | First Monday in September   |
| Veterans' Day          | November 11 <sup>th</sup>   |
| Thanksgiving Day       | Fourth Thursday in November |
| Day after Thanksgiving | Friday after Thanksgiving   |
| Christmas Day          | 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). An employee in non-continuous operations must be in active pay status for the full working day before and after the observed holiday to be eligible for holiday pay. An employee in continuous operations must be in active pay status for the full working day before and after the actual holiday to be eligible for holiday pay.

Section 19.2. For employees who work in continuous operations, the holiday shall be observed on the actual date listed in Section 19.1 above. For other employees, 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.

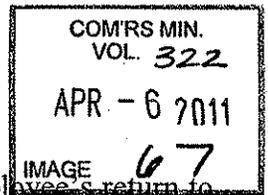
Section 19.3. For bargaining unit employees working in non-continuous operations, holidays as provided for in this Article shall begin at 12:00 a.m. on the date the holiday is observed. For bargaining unit employees working in continuous operations, holidays as provided for in this Article shall begin at 7:00 a.m. on the actual date of the holiday as listed in Section 19.1.

The Employer may schedule an employee off with pay on the holiday or the day of observance of the holiday. Employees working in continuous operations who are required to work on the actual date of a holiday as provided for in this Section and Section 19.2 above, shall receive one (1) hour of regular pay for each hour worked in addition to holiday pay. Additionally, in continuous operations, if an employee begins his or her shift on the holiday, as described in this Article, he or she shall have eight (8) hours of holiday time counted as hours of work for purposes of determining overtime, as calculated in Article 24 (Overtime and Hours of Work) of this Agreement. Employees working in non-continuous operations 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 (1) hour of regular pay for each hour worked in addition to holiday pay.

Section 19.4. In addition to the holidays listed in Section 19.1 above, 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 on the request for leave form as designated by the Employer. If the employee requests and is granted personal leave prior to his or her shift, he or she must submit the request for leave form 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>.

Section 19.5. An employee, who has completed his or her initial probationary period, who does not use any sick leave (excluding leave for a death in the employee's immediate family or for an approved family medical leave) in any period consisting of four (4) consecutive months shall be entitled to request one (1) day of extra time off (a personal day) for each four (4) month period. Standard four (4) month periods (called "tally periods") used will be: January 1 through April 30, May 1 through August 31, and September 1 through December 31. Employees must be in active pay status to receive credit toward the earning of personal days off (e.g. periods of non-paid leaves of absence do not count). Requests for earned personal days off shall be honored, subject to the following conditions:

- A. Personal days shall be approved and scheduled in accordance with the workload requirements of the Employer and may be used in 1/10 of an hour increments.
- B. Requests for usage of personal days (other than for reasons of employee illness) shall be made in writing by the employee to his/her supervisor prior to the date the requested usage is to occur using the Request for Leave form (HR005). Requests for personal days



off due to insufficient sick leave shall be made in writing upon the employee's return to work using the Request for Leave form (HR005).

- C. Personal Days earned in the first or second tally period of the year must be used by December 31<sup>st</sup> or they will be paid out in the third pay period of the next year. Personal Days earned in the third tally period of the year must be used by April 30<sup>th</sup> or they will be paid out in the first pay period in June.
- D. Should an employee have an Earned Personal Day balance at the time of his/her termination of employment, the time will be paid out on the final check.

**ARTICLE 20**  
**SAFETY AND HEALTH**

Section 20.1. The Employer and the Union recognize the need for both parties to participate in the development and implementation of practices that will:

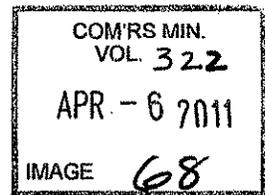
- A. Ensure that worker health and safety concerns are fully considered;
- B. Provide an open environment in which employees may freely express concerns; and
- C. Allow workers and their representatives access to needed information relative to the safety and health aspects of their work environment.

**ARTICLE 21**  
**INSURANCE**

Section 21.1. The Employer shall make available to all bargaining unit employees the same major medical/hospital care insurance plans, life insurance plans, and dental plans that are available to non-bargaining unit Hamilton County Board of Commissioners' employees. If such non-bargaining unit Hamilton County Board of Commissioners' employees are required to pay a portion of insurance premiums, the same premium contribution levels shall also apply to bargaining unit employees. All insurance requirements (e.g., fees, contributions, co-payments, etc.) specified for such non-bargaining unit Hamilton County Board of Commissioners' employees shall also be applicable to bargaining unit employees.

**ARTICLE 22**  
**SUBCONTRACTING**

Section 22.1. 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 27 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 23**  
**EMPLOYEE RECORDS**

Section 23.1. The Employer shall provide to each employee a record of year-to-date sick leave balance and vacation balance on a quarterly basis. If sick leave balances are provided on the employee's pay check, then the quarterly reports provided for in this Section will no longer be required.

**ARTICLE 24**  
**OVERTIME AND HOURS OF WORK**

Section 24.1. The work period for all employees in the bargaining unit 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 purpose of calculating overtime.

Section 24.2. For employees not assigned to twenty-four (24) hour facilities, each employee's normal, regular work day shall be for an eight-hour period. In addition to this eight (8) hour work period, the employee's workday shall include a one-half hour, non-paid lunch period.

Section 24.3. Employees assigned to twenty-four (24) hour facilities shall work an eight-hour shift, which shall include a half (½) hour *paid* lunch period.

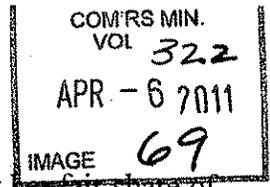
Section 24.4. Each employee shall receive two (2) fifteen-minute rest breaks per day. These break periods shall be paid time. They shall not abut the beginning nor the end of the employee's work shift, nor shall they abut the employee's lunch break.

Section 24.5. The Employer reserves the right to schedule the employee's workday, including lunch and break periods.

Section 24.6. Each employee who is required to be in active pay status in excess of forty (40) hours per work period shall be entitled to overtime pay for all hours paid above forty (40) at the rate of one and one-half (1.5) times his or her regular hourly rate of pay. Hours of work per day or per week are not guaranteed. "Active Pay Status" for purposes of this Article shall include hours worked, holidays, vacation time, sick time and paid personal leave time.

Any 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.

Section 24.7. Opportunity to work overtime shall be distributed as equally as practicable among employees in the same job classification performing work in the same facility, starting with the employee with the least number of overtime hours previously offered or worked, provided the employee is qualified to perform the specific overtime work required. A differential of forty (40) hours or less between two (2) such employees shall not be considered unequal. The Employer shall post an overtime roster once each month indicating the total hours offered to and/or worked by each employee. The Employer may reschedule to avoid paying overtime.



Section 24.8. If any employee establishes that he or she has not received his or her fair share of overtime opportunities, such employee shall receive preference for future overtime assignments for which he or she is qualified consistent with this Article. Where special skills are required, the Employer may assign employees possessing such skills to the overtime work involved.

Section 24.9. If employees are unresponsive to a Nextel call for overtime, they will be passed over for another bargaining unit employee, non-bargaining unit employee, or subcontractor. The Employer shall attempt to contact employees within the affected building or unit (HVAC) by Nextel call before offering the overtime work to a non-bargaining unit employee or subcontractor. No discipline will be imposed on an employee who does not respond to the Nextel call for overtime.

Section 24.10. The HVAC Technician Lead must carry his or her Nextel phone home with him or her. The purpose of the having the Nextel phone at home is for communication purposes only and does not classify the HVAC Technician Lead as being "on call" or "on standby." Further, the HVAC Technician Lead shall not receive any additional compensation for carrying his or her Nextel phone. However, after-hours time spent on the phone by the HVAC Technician Lead for work issues shall be compensated at the normal rate of pay, with fifteen (15) minutes as a minimum per action.

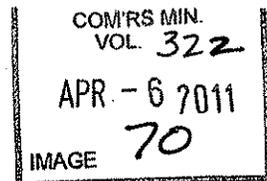
The HVAC Technician Lead or designee who is required to carry his or her Nextel phone during unscheduled hours shall not be disciplined for failing to answer a call during unscheduled hours; however, the parties agree that the Employer may subcontract the work that is the subject of the call to the HVAC Technician Lead.

## **ARTICLE 25**

### **LEAVES OF ABSENCE**

Section 25.1. 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 one (1) year 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.

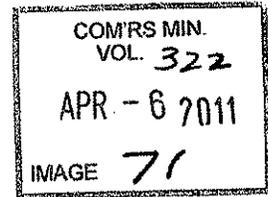
- B. **EMPLOYER REQUIRED DISABILITY LEAVE:** The Employer may require an employee to be examined by a licensed physician, selected by the employee from a list of three (3) submitted by the Employer, at the Employer's expense. An employee found to be unable to physically perform the substantial duties of his or her position shall be placed on disability leave as described in Section 25.1(A) above.

Section 25.2. 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 Board of Commissioners Policy Manual or O.R.C. 5923, 5903 and Section 124.29.

Section 25.3. The provisions of the Family and Medical Leave Act of 1993 (FMLA) as provided for in the Personnel Policy Manual of the Hamilton County Board of Commissioners shall be applicable to all bargaining unit employees.

Section 25.4. 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 26**  
**BULLETIN BOARDS**

Section 26.1. The Director of Facilities shall designate a posting area for Union notices. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

- A. Union recreational and social affairs;
- B. Notice of Union meetings;
- C. Union appointments;
- D. Notice of Union elections;
- E. Results of Union elections;
- F. Reports of non-political standing committees and independent non-political arms of the Union; and
- G. Non-political publications, rulings or policies of the Union.

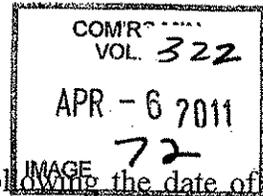
Prior to posting, a signed and dated copy of all other material to be posted shall be submitted for review by the Director of Facilities or a person designated by him or her. Posted material must be in good taste and not defame any person, organization, or activity.

**ARTICLE 27**  
**LAYOFF AND RECALL**

Section 27.1. When the Employer determines that a layoff is necessary, the Employer's designee shall notify the affected employees five (5) 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. Any layoff in the bargaining unit shall be instituted in accordance with seniority, as defined in Article 10 of this Agreement within each classification selected for layoff, and in accordance with each employee's ability to perform the remaining work. Upon notification of layoff, total seniority shall prevail providing the senior employee is licensed and qualified to perform the work available.

Section 27.2. Employees who are laid off shall be placed on a recall list for a period of 730 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 27.3. 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 27.4. The recalled employee shall have five (5) 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 28**  
**CONTRACT CONSTRUCTION**

Section 28.1. The provisions (including procedures) of this Agreement supercede those provisions (including procedures) in the Revised Code covering the same subject matter, and in particular, but not limited to, those governing probationary employees and probationary periods, layoffs and job abolishments, holidays, sick leave, sick leave conversion, and vacations, except that employees will continue to be able to carry sick leave from jurisdiction to jurisdiction and to receive the prior service credit to which they are entitled under the Revised Code for vacation, even though sick leave carryover and prior service credit are not addressed in this Agreement.

**ARTICLE 29**  
**TUITION REIMBURSEMENT**

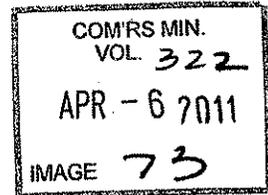
Section 29.1. All employees covered by this Agreement shall be eligible to participate in the Employer's Tuition Reimbursement Program under the same terms and conditions, and with the same benefits, applicable to other employees of the Employer.

**ARTICLE 30**  
**SUPERVISORS WORKING**

Section 30.1. Supervisors shall not be regularly assigned to perform work historically performed by members of the bargaining unit. Supervisors may intermittently perform bargaining unit work in emergencies, for instructional purposes, to prevent property damage or a significant delay in customer service, or when a bargaining unit employee is not reasonably available to perform the work.

**ARTICLE 31**  
**NONDISCRIMINATION**

Section 31.1. The parties agree that neither the Employer nor the Union shall discriminate against an employee because of his or her membership or non-membership in the Union or his or her participation or non-participation in Union activities. Furthermore, the Employer will not unlawfully discriminate against any employee based on race, color, religion, sex, national origin, age, disability, or veteran status.



## ARTICLE 32 SEVERABILITY

Section 32.1. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any applicable statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 32.2. The parties agree that should any provision of this Agreement be found to be invalid, they will schedule a meeting within twenty (20) days at a mutually agreeable time to negotiate alternative language on the same subject matter.

## ARTICLE 33 PROBATIONARY PERIOD

Section 33.1. Employees hired after the effective date of this Agreement shall serve an initial probationary period not to exceed one hundred and eighty (180) calendar days. Employees retained by the Employer beyond the initial probationary period acquire seniority retroactive to the first day of reporting for work. Employees who have successfully completed the initial probationary period and who are rehired into the same classification within one (1) year of leaving County employment into the same classification shall not serve another initial probationary period.

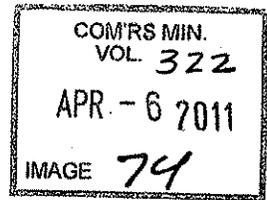
Section 33.2. During the employee's initial probationary period, the Employer may discharge, suspend, or reduce any probationary employee at will, and such discharge or other discipline shall not be subject to the grievance and arbitration procedure of this Agreement.

Section 33.3. All promotions within the unit described in this Agreement shall be probationary for a period not to exceed ninety (90) calendar days. Prior to the expiration of the promotional probationary period, the Employer may demote the probationary employee at will to the position and rate of pay from which he or she was promoted. [This does not foreclose discipline.] (This bracketed phrase will not be included in the final contract, but will apply.)

Section 33.4. All transfers to unfilled vacancies occurring in new facilities other than those presently serviced by this bargaining unit (i.e., Hamilton County Courthouse, Hamilton County Justice Center, 230 East 9<sup>th</sup>, 800 Broadway, Hamilton County Administration Building, 237 William Howard Taft, 250 William Howard Taft, Hillcrest, A&D, and 2020 Auburn Ave.) shall be probationary for a period not to exceed forty-five (45) calendar days.

Prior to the expiration of the transfer probationary period, but not before thirty (30) calendar days have passed since the effective date of the transfer, the Employer may return the transfer probationary employee at will to the position from which he or she transferred. The Employer may remove a transfer probationary employee prior to the expiration of the first thirty (30) calendar days, but only for just cause.

Section 33.5. At the discretion of the Employer, any employee who, while serving an initial probationary period, misses forty-two (42) or more calendar days due to illness or injury, may have such probationary period extended by the length of the illness or injury.



**ARTICLE 34**  
**UNIFORMS**

Section 34.1. The Employer will provide each new bargaining unit employee with at least six (6) shirts, and any additional shirts at the Employer's discretion. The Employer will also provide each bargaining unit employee with up to four (4) replacement shirts each year or more based upon proof of need at the Employer's discretion as needed. Bargaining unit employees may continue to wear the shirts they have already been provided until further notice from the Employer. All new shirts and replacement shirts will be provided in the style, material, and color that the Employer is currently providing until the Labor Management Committee can agree on a different color, style, and material. Should the selected style, color, or material be discontinued, the Employer will provide something similar, until the Labor Management Committee can agree upon a suitable substitute.

**ARTICLE 35**  
**DURATION**

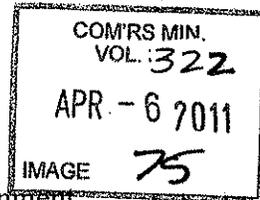
Section 35.1. Unless otherwise specified within specific Articles or Sections of this Agreement, all terms and conditions of this Agreement shall become effective May 1, 2011, and shall remain in full force and effect until 11:59 p.m., April 30, 2014.

Section 35.2. 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 35.3. 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 arrived at by the parties after the exercise of that right and 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 36**  
**WAIVER IN CASE OF EMERGENCY**

Section 36.1. In case of emergency declared by the President of the United States, the Governor of the State of Ohio, the Hamilton County Commissioners, the Hamilton County Sheriff or his designee, FEMA, the local EMA, Director of Homeland Security, the federal Secretary of Health and Human Services, or the federal or state legislature, such as acts of God or civil disorder, the following conditions of this Agreement shall be temporarily suspended for the duration of the emergency:



- A. Time limits for the processing of grievances; and
- B. All work rules and/or agreements and practices relating to the assignment of employees; with the understanding that the purpose of the Section is to relieve the Employer of restrictions in the assignment of personnel during a declared emergency, not to contravene the Employer's policies and practices designed to deal with the emergency.

Section 36.2. Upon the termination of the emergency, should grievances exist, they 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 grievances had properly progressed , prior to emergency.

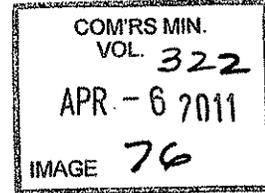
Section 36.3. The Employer will not declare emergencies simply to avoid complying with the Agreement without an emergency, as outlined in Section 36.1 above.

Section 36.4. In cases of declared emergency as defined in Section 36.1 above, the Employer will post, outside of Courthouse room B95, a document signed by the County Administrator designee containing the time, date, and reason for the declared emergency. A copy of this document will also be provided to the Union Business Agent in a timely manner. Further, upon termination of the emergency, a second document will be posted containing the time and date that the emergency ended. This document will remain posted for seven (7) calendar days and will also be provided to the Union Business Agent in a timely manner.

**ARTICLE 37**  
**ADOPTION ASSISTANCE PROGRAM**

Section 37.1. All employees covered by this Agreement shall be eligible to participate in the Employer's Adoption Assistance Program under the same terms and conditions, and with the same benefits, applicable to other employees of the Employer.

**ACKNOWLEDGMENT**



As an employee of the Hamilton County Board of Commissioners in a bargaining unit classification, I understand that I am subject to the terms and conditions of a collective bargaining agreement between the Hamilton County Board of Commissioners (Employer) and The International Union of Operating Engineers, Local #20 (Union).

Whether or not I become or remain a Union member, I understand that I must comply with and am subject to all terms and conditions of the collective bargaining agreement between the Employer and the Union.

Furthermore, I understand that it is my responsibility to read and become familiar with the contents of the collective bargaining agreement.

I also understand that questions regarding the collective bargaining agreement may be directed to my Union Steward, a Union representative, my immediate supervisor, or the Hamilton County Personnel Department.

**RECEIPT**

My signature below signifies that I have read and agree with the above acknowledgment, and have received a copy of the collective bargaining agreement between the Hamilton County Board of Commissioners and The International Union of Operating Engineers, Local #20.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date Signed

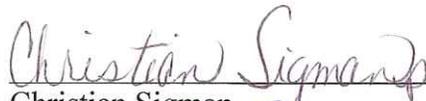
Signature Page

In witness whereof, the parties have hereunto signed by their authorized representatives  
this 6<sup>th</sup> day of April, 2011.

APPROVED AND JOURNALIZED BY THE BOARD OF COMMISSIONERS OF HAMILTON  
COUNTY, OHIO ON THE 6<sup>th</sup> DAY OF April, 2011.

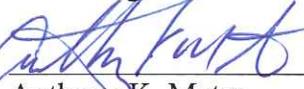
GREG HARTMANN, PRESIDENT, CHRIS MONZEL, VICE PRESIDENT, AND TODD  
PORTUNE, MEMBER.

FOR THE HAMILTON COUNTY  
BOARD OF COMMISSIONERS

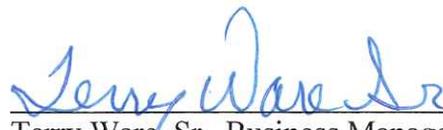
  
Christian Sigman  
Interim County Administrator

  
Ralph Linne  
Facilities Director

  
Kimberly J. Serra  
Sr. Human Resources Manager  
Chief Negotiator

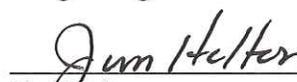
  
Anthony K. Matre  
Assistant Facilities Director

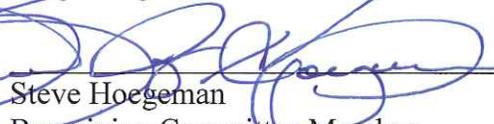
FOR THE INTERNATIONAL UNION  
OF OPERATING ENGINEERS

  
Terry Ware, Sr., Business Manager

  
Glen Wilhoit  
Bargaining Committee Member

  
Rich Osterbroch  
Bargaining Committee Member

  
Jim Helton  
Bargaining Committee Member

  
Steve Hoegeman  
Bargaining Committee Member

APPROVED AS TO FORM

  
James W. Harper  
Chief Assistant Prosecuting Attorney