

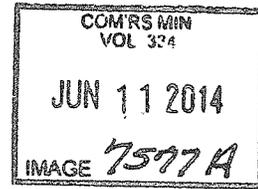


14-MED-01-0025

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08/21/2014



**COLLECTIVE BARGAINING  
AGREEMENT**

between the

**HAMILTON COUNTY  
BOARD OF COMMISSIONERS**

and the

**GREATER CINCINNATI BUILDING & CONSTRUCTION  
TRADES COUNCIL**

**SERB Case No.  
2014 MED-01-0025**

**Effective through  
March 31, 2017**

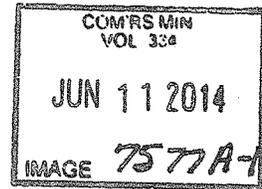
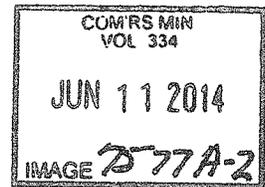


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PREAMBLE

This Agreement entered into by the Hamilton County Board of Commissioners, hereinafter referred to as the “Employer”, and the Greater Cincinnati Building and Construction Trades Council, 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 other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 1  
RECOGNITION

Section 1.1. The Employer recognizes the Union as the sole and exclusive representative for all full-time employees and all newly hired employees in the bargaining unit including:

Carpenter, Carpenter Foreman, Electrician, Lead Electrician, Iron Worker, Iron Worker Foreman, Painter, Painter Foreman, Plasterer, Plasterer Foreman, Plumber, and Plumber Foreman;

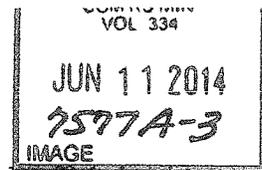
but excluding:

All other employees.

ARTICLE 2  
DUES CHECKOFF

Section 2.1. Upon receipt of an appropriate payroll deduction authorization, signed voluntarily by the employee and submitted to the Employer or designee, the Employer agrees to deduct Union dues in an amount specified by the Union from the wages of each employee covered by this Agreement on a bi-weekly basis and transmit all withheld Union dues as directed in writing by the Union. Any change in Union dues deduction levels must be submitted in writing by the Union to the Employer no less than thirty (30) calendar days prior to the effective date of such change.

Section 2.2. 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, and all associated unions party to this Agreement, agree to indemnify and hold the Employer harmless from any claims, actions, or proceedings, including the defense thereof, 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 2.3. The Employer shall be relieved from making any individual check-off deductions upon an employee's: (1) termination of employment, (2) transfer to a job other than one included in the bargaining unit, (3) layoff, (4) an unpaid leave of absence, (5) during any pay period during which the employee failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues, or (6) receipt from an employee of revocation of dues check-off authorization.

Section 2.4. Effective sixty (60) calendar days following the effective date of this Agreement, 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 date of such change.

### ARTICLE 3 MANAGEMENT RIGHTS & LABOR-MANAGEMENT COMMITTEE

Section 3.1. The Employer possesses the 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 expressly limited by the terms and conditions set forth in this Agreement:

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



- H. To effectively manage the work force; and
- I. To take actions to carry out the mission of the Department as a governmental unit.

Section 3.2. The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement shall remain the function of the Employer.

Section 3.3. In the interest of sound labor/management relations, a Labor/Management Committee shall be established. The Committee shall consist of one (1) representative for plumbers, one (1) representative for painter/plasterers, one (1) representative for electricians, and one (1) representative for carpenters/iron workers, for a total of four (4) employee union representatives, along with one (1) representative from the Building Trades. There shall be no more than five (5) representatives designated by the Employer.

Section 3.4. Whenever either party determines it to be necessary, the Labor/Management Committee shall meet at a time and location mutually agreeable to the parties. Such meetings shall be held at least once in January, April, July, and October of each year of this Agreement.

Section 3.5. 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:

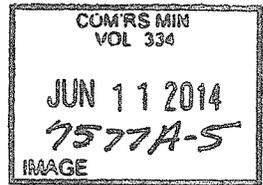
- A. Administration of the collective bargaining agreement.
- B. Notification to the Union of any changes in work rules, procedures, policy, etc. that have been made by the Employer which may have an effect on bargaining unit employees.
- C. Discussion of grievances which have not yet been processed beyond the final step of the grievance procedure provided for in this Agreement. Discussion on such grievances must be mutually agreeable to both parties.
- D. Dissemination of information of general interest to the parties.
- E. Discussion of ways and methods to increase productivity and improve effectiveness.
- F. Discussion of health and safety matters relating to employees.

Section 3.6. The parties shall attempt to complete all Labor/Management Committee meetings within a two (2) hour time period.

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

Section 4.1. The Director of Facilities shall designate an official posting area for Union notices (basement of Courthouse near Trades shops). 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 5**

### **OVERTIME & HOURS OF WORK**

Section 5.1. WORK PERIOD DEFINED: The work period for all bargaining unit employees shall be the same as non-bargaining employees of the Employer, and shall consist of one hundred sixty eight (168) consecutive hours.

Section 5.2. Each first shift employee's normal, regular work day shall be for an eight (8) hour period starting between the hours of 6:00 a.m. and 9:00 a.m. Monday through Friday. In addition to this eight (8) hour work period, the employee's work day shall include a thirty (30) minute, non-paid lunch period. (For example a work day might start at 7:30 a.m. and end at 4:00 p.m. with a 30 minute non-paid lunch at midday.)

Section 5.3. Each employee shall receive one fifteen (15) minute rest break per day. This break period shall be paid time. It shall not abut the beginning nor the end of the employee's work shift, nor shall it abut the employee's lunch break.

Section 5.4. OVERTIME HOURS COMPUTATION: Pursuant to the federal Fair Labor Standards Act and Ohio Revised Code Section 4111.03(D), the Hamilton County Board of Commissioners has elected to compute eligibility for overtime based upon all hours actually worked and all hours that the employee is considered to be in active pay status. The term "active pay status" shall be defined as all hours actually worked, all hours on paid vacation leave, personal leave, earned personal leave, holiday pay and all hours on approved sick leave. There shall be no pyramiding of overtime hours.

Section 5.5. Each employee covered by this Agreement who is required to work in excess of forty (40) hours during any work period as defined in Section 5.1 above shall be entitled to overtime pay at the rate of one and one half (1.5) times his/her regular hourly rate of pay.



Section 5.6. If the Employer schedules a bargaining unit employee to work on Saturday, Sunday, and/or any paid holiday, all hours worked on such Saturday, Sunday, and/or paid holiday shall be paid at one and one half (1.5) times the employee's regular hourly rate of pay, subject to the following qualifications:

The employee must be in active pay status and must not be absent (on an unscheduled absence or disciplinary suspension) during the work period that includes the Saturday, Sunday, and/or paid holiday that was worked.

If the Employer schedules an employee to work on Saturday, Sunday, and/or a paid holiday, and the employee fails to comply with the provisions in the inset paragraph above, all hours worked on such Saturday, Sunday, and/or paid holiday shall be considered as hours worked pursuant to Section 5.4 above.

Section 5.7. The Employer shall retain the management right to establish work schedules for bargaining unit employees. Notification of any change in an employee's normal work schedule will be given to the affected employee(s) as far as practical prior to such scheduled change.

Section 5.8. If the Employer schedules any bargaining unit employees to work any shift other than first shift, such employees shall be paid an additional (\$0.40) per hour for that work as a shift differential. If the Employer schedules a majority of the employees within any bargaining unit classification to work on any shift, other than first shift, for more than twenty percent (20%) of the available work days during any contract year (April 1 – March 31), the parties shall re-open this Agreement for the sole purpose of negotiating on the subject of shift differential pay. Such re-opener shall only apply to employees in the classification(s) that exceeded the twenty percent (20%) qualification, and shall be subject to all applicable provisions concerning bargaining in Chapter 4117 of the Ohio Revised Code. For the purpose of this Section, first shift shall be defined as any shift that starts between the hours of 6:00 a.m. and 9:00 a.m. The second shift must start by 5:00 p.m.

Section 5.9. Sick Leave:

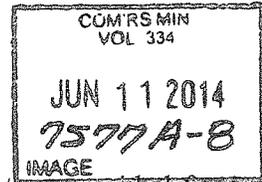
- A. An employee requesting sick leave must follow the notification policy outlined in the Hamilton County Personnel Policy manual and submit a Request for Leave through the electronic payroll system.
- B. Sick leave may be requested for the following reasons:
  - 1. Illness, injury or pregnancy-related condition of the employee, or of a member of employee's immediate family;
  - 2. Exposure of employee to a contagious disease which could be communicated to other employees;
  - 3. Death of a member of the employee's immediate family (leave not to exceed five days);  
or

4. Medical, psychological, dental or optical examinations or treatment of employee, or of a member of employee's immediate family where employee's attendance is reasonably necessary.

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

- C. For each completed hour in active pay status, full-time and part-time employees earn .0575 hours of sick leave. Active pay status for this purpose is defined as hours worked, hours on vacation, compensatory time, hours on holiday leave and hours on paid sick leave. Employees are credited at the end of each pay period with the appropriate amount of sick leave earned which may be used in the following pay periods. Employees may not use this newly credited amount within the same pay period it is earned.
- D. The amount of sick leave any one employee may accrue is unlimited.
- E. Sick leave shall be charged in increments of six (6) minutes for FLSA non-exempt employees.
- F. Employees absent on sick leave shall be paid at the same basic hourly, daily or biweekly rate as when they were working, provided they have sufficient sick leave accrued to cover the period of absence, and comply with all requirements of this section.
- G. Accrued vacation leave may be used for sick leave purposes, at the employee's request and with the prior approval of the employee's supervisor.
- H. Employees who suffer from a chronic illness or extended disability and who have exhausted all sick leave and vacation leave credits may, at the discretion of the employer, be granted a disability leave of absence without pay (under Section 4.6 of the Hamilton County Personnel Policy Manual) for a period not to exceed six (6) months. If the employee is unable to return to work by the end of the six (6) month leave of absence without pay, a Disability Separation, under Section 4.7 of the Hamilton County Personnel Policy Manual, may be granted.
- I. If an employee seeks medical attention for any authorized use of sick leave, as set forth in Paragraph B of this policy, the employee must submit a Request for Leave form through the electronic payroll system and a medical practitioner's statement, indicating name of patient, date and nature of the visit should be provided to your supervisor.
- J. 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:





1. When the sick leave use request is for a medical appointment as provided for in Section (B)(4), above;
2. When the sick leave request is for three (3) or more consecutively scheduled work days;
3. When the sick leave request is for any absence in excess of three (3) occurrences within the same calendar year;
4. When the sick leave request is for an absence on any of the holidays provided for in Section 10.7 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 10.7 of this Agreement;
5. When the sick leave request is for the scheduled work day immediately preceding and/or immediately following an employee's scheduled vacation leave;
6. 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).

- K. If an employee fails to present the required the medical practitioner's statement when required, and submit a Request for Leave through the electronic payroll system the employee shall not be paid for the sick leave. If the Request for Leave is denied and as a result the employee has been overpaid, such overpayment shall be deducted from that employee's next pay check. A Request for Leave may be denied by the supervisor based upon any investigation which discloses facts inconsistent with proper use of sick leave.
- L. The employer may require an employee to submit to medical examination to validate sick leave, as provided in Section 2.5 of the Hamilton County Personnel Policy Manual. An Employee Authorization to Release Medical Information may be required to justify payment of sick leave benefits.
- M. Any employee failing to comply with sick leave rules and regulations will not be entitled to sick leave pay. Application for sick leave with the intent to defraud shall result in disciplinary action and may include dismissal and/or the forfeiture of salary or wages paid.
- N. Employees who transfer between County departments or agencies, or from another public agency (as defined in ORC 124.38), or who are reappointed or reinstated, will be credited with the unused balance of accumulated sick leave, provided the time between separation and reappointment does not exceed ten (10) years and the unused balance has not been eliminated by a prior conversion of sick leave at retirement or other termination. This ten-

year period shall be tolled for any period during which the employee holds elective public office, whether by election or by appointment. (Under ORC 124.38, the definition of public agency, with certain exceptions, includes the state of Ohio, counties, municipalities, civil service townships, any state college or university, and any boards of education for which sick leave is not provided by ORC 3319.141.)

Section 5.10. If an emergency is declared by the County Administrator, or his/her designee, non-essential employees not reporting for work shall receive their normal pay for the day. If a non-essential employee reports to work, and an emergency is declared, such non-essential employee shall be allowed to leave and will be paid for the remainder of his or her normal shift. The Employer may designate employees as "essential employees" to work during a declared emergency. These employees will receive their regular rate of pay for each hour worked and will be granted paid leave on an hour for hour basis for all time worked during a declared emergency. The hour for hour paid leave must be requested and used in the same manner as is described in Section 10.8 of this agreement, except that it must be used within 365 days from the date of the declared emergency.

**ARTICLE 6**  
**WORK OUT OF CLASSIFICATION AND TEMPORARY ASSIGNMENTS**

Section 6.1. Disputes over employees working out of classification or disputes over supervisors (but not foremen) doing bargaining unit work should be brought to the attention of the Employer or designee by the appropriate business agents. These representatives of the parties will attempt to work out the problem.

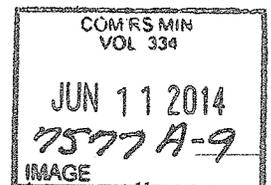
Section 6.2. An employee temporarily assigned to a position with a higher rate of pay for more than five (5) consecutive working days shall receive the base rate of pay for that position, providing the base rate represents an increase, for the duration of the period during which the employee works in the higher-level position.

Section 6.3. Temporary assignments shall not exceed a period of six (6) months unless otherwise approved by the Employer.

**ARTICLE 7**  
**SUBCONTRACTING**

Section 7.1. The Employer, through management staff, may subcontract work that is normally performed by bargaining unit employees for reasons of efficiency of service and in cases of emergency. The Employer has the inherent management right to such subcontracting where the subcontracting does not result in the layoff of bargaining unit personnel.

Section 7.2. If the Board of Commissioners determines that it is necessary to subcontract work that is normally performed by bargaining unit employees, where such subcontracting results in the layoff of any bargaining unit employee(s) pursuant to the terms of Article 9 of this Agreement, the Employer will meet with the Union to discuss the effect of such subcontracting. The Employer will demonstrate the rationale for such subcontracting and the Employer's



anticipated economic benefits. Further, employees affected by such layoff may initiate any alleged grievance regarding the layoff through the procedures established in Article 11 of this Agreement.

**ARTICLE 8**  
**CALL-IN, CALL-BACK, AND HOLDOVER PAY**

Section 8.1. An employee covered by this Agreement who is called back to work at a time that does not abut his/her normal work schedule shall receive a minimum of three (3) hours pay at the overtime rate of one and one half (1 ½) times his/her regular rate of pay.

Section 8.2. Any employee covered by this Agreement who is called back to work on a Holiday or Sunday at a time that does not abut his/her normal work schedule shall receive a minimum of two (2) hours pay at double (2) times his/her normal rate of pay. The Employer will attempt to call in employees who are not on vacation or personal day time and who are qualified to do the work before calling in an employee who is on vacation or on personal day time.

Section 8.3. When calculating actual time worked on a call-in, the Employer will include reasonable commuting time to and from the employee's home.

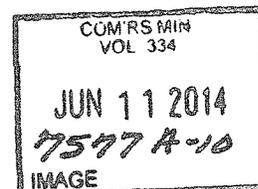
Section 8.4. All foremen must carry his or her mobile phone device home with him or her. The purpose of the having the mobile phone device at home is for communication purposes only and does not classify that foreman as being "on call" or "on standby." Further, such foreman shall not receive any additional compensation for carrying his or her mobile phone device. However, after-hours time spent on the phone by a foreman for work issues shall be compensated at the normal rate of pay, with fifteen (15) minutes as a minimum per action.

A Foreman or designee who is required to carry his or her mobile phone device 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 Foreman.

**ARTICLE 9**  
**LAYOFF AND RECALL**

Section 9.1. When the Employer determines that a layoff is necessary, employees shall be laid off on the basis of the seniority within the job classification, and those with the least seniority shall be laid off first.

The Board of Commissioners may also determine it is necessary to abolish a position or positions. Abolishment means the permanent deletion of a position or positions from the organization or structure of the appointing authority (the Board of Commissioners) due to lack of continued need for the position. The Board of Commissioners or its designee may abolish positions as a result of a reorganization for the efficient operation of the Board of Commissioners, for reasons of economy, or for lack of work. The determination of the need to abolish positions shall indicate the lack of continued need for positions within the Board of Commissioners. The Board of Commissioners shall itself determine whether any position should



be abolished and the Board of Commissioners or its designee shall provide a statement of rationale and supporting documentation to the Union prior to sending the notice of abolishment to the affected employee(s). Notices of abolishment shall be provided to the Union and affected employees at least forty-five (45) days prior to the effective date of the abolishment. If an abolishment results in a reduction of the work force (layoff), the Board of Commissioners or its designee shall follow the procedures for laying off employees, subject only to the layoff procedures in this Article.

Section 9.2. Employees remain on a recall list for 730 calendar days from the date of the layoff. When the Employer determines that a recall is necessary, employees shall be called back from layoff according to his/her seniority in the classification from which the employee was laid off.

Section 9.3. Recall to laid off employees and the Union will be made by certified mail to the last address as show in the county records. The laid off employee shall have ten (10) calendar days after the notice has been sent by certified mail in which to notify the Board that he/she will return to work. If the employee fails to respond in that time period, he/she shall forfeit all recall rights. It is the responsibility of the employee to provide the Employer with written notice of any change of address or phone number during the layoff.

Section 9.4. Employees recalled from layoff within seven hundred and thirty (730) calendar days from the date of layoff shall retain their seniority and re-employment rights.

Section 9.5. In the case of a job abolishment, the employees affected by such abolishment must initiate any alleged grievance on the abolishment directly to arbitration as provided in Article 12 of this Agreement within fourteen (14) calendar days of the receipt of the notice of abolishment.

## ARTICLE 10 VACATION AND HOLIDAYS

Section 10.1. 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 one (1) year of service, employees shall be credited with eighty (80) hours 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 year, but less than six (6) years of service.
- B. Six (6) years of service but less than twelve (12) years completed: up to 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: up to 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: up to 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 10.1(A), above. Employees are not entitled to use vacation accumulated, or 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 10.2. 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 10.3. Vacation may be taken in one (1) hour increments. Requests for vacation use of less than forty (40) hours and more than eight (8) hours shall be submitted as soon as possible, but not less than seven (7) calendar days in advance. Requests for vacation use of eight (8) hours or less shall be submitted as soon as possible, but not less than one (1) calendar day in advance. Requests for vacation use of forty (40) hours or more shall be submitted as soon as possible, but not less than fifteen (15) calendar days in advance. All vacation requests shall be made by the employee to the employee's supervisor through the electronic payroll system.

The above time frames may be waived by the Employer for sufficient reason.

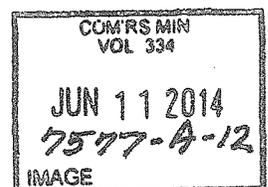
Section 10.4. Vacations are scheduled and approved in accordance with the workload requirements of the Employer. The Employer reserves the right to designate time periods when vacations may be restricted or denied due to operational requirements. Once a vacation is scheduled and approved by the Employer, the approval cannot be withdrawn, except in case of emergency.

Section 10.5. Vacation leave may be accrued up to three (3) times the employee's annual accumulation rate. Excess vacation shall be forfeited.

Section 10.6. Any employee who separates from service shall be paid for any earned but unused vacation leave, subject to Section 10.1 above.

Section 10.7. 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 scheduled work day.

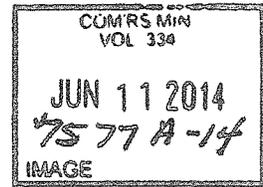
Section 10.8. In the event any of the aforementioned holidays falls on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event any of the aforementioned holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday. The above observance schedule shall not apply to employees who work in a twenty-four (24) hour operation; they shall observe the above holidays on the actual day of the holiday.

Section 10.9. In addition to the holidays listed in Section 10.7 above, each bargaining unit employee who has completed his/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 seven (7) calendar days in advance on the Request for Leave form (HR005). 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 used 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 cannot be scheduled for a day later than December 31<sup>st</sup>.

Section 10.10. 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-month periods (called "tally period") 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 electronic payroll system. Requests for personal days off due to insufficient sick leave shall be made in writing upon the employee's return to work using the electronic payroll system.
- 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 in the final pay check.





## ARTICLE 11 GRIEVANCE PROCEDURE

Section 11.1. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a misinterpretation or improper application of this Agreement.

Section 11.2. Any grievance brought by a bargaining unit employee (exclusive of jurisdictional claims or disputes and negotiation of wages) shall be governed by the following procedure:

### Step 1:

Within fourteen (14) calendar days after the occurrence which gave rise to the grievance, the grievance will be presented in writing by the grievant to the Facilities Director or designee. The Facilities Director or designee shall, within seven (7) calendar days of the receipt of the grievance, meet with the grievant in an effort to resolve the grievance. The Facilities Director or designee shall respond to the grievance in writing within seven (7) calendar days after the date of said grievance meeting.

### Step 2:

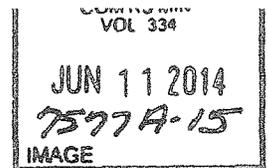
If the grievance is not resolved in Step 1, the grievance shall be referred in writing to the County Administrator by the grievant within seven (7) calendar days from the date of receipt of the Step 1 answer. The County Administrator or designee shall, within fourteen (14) calendar days of the receipt of the grievance at Step 2, meet with the grievant and the business agent of the Union, if the grievant so desires, in an effort to resolve the grievance. The County Administrator or designee shall respond to the grievant in writing within fourteen (14) calendar days after the date of the Step 2 meeting.

Section 11.3. An employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance which is not processed by the grievant 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 11.4. When an employee covered by this Agreement chooses to represent himself/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/her right to be present at the adjustment.

Section 11.5. Bargaining unit employees who are disciplined while serving the initial 180-day probationary period do not have recourse for remedy through the grievance or arbitration procedures.



Section 11.6. Grievances involving disciplinary action of Oral Warning (written record) or Written Reprimand shall be subject to Steps 1 and 2 of the grievance procedure, but shall not be subject to the arbitration procedure.

Section 11.7. 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.

Section 11.8. All grievances must contain the following information to be considered and must be filed using the grievance form (Appendix A) mutually agreed upon by the parties:

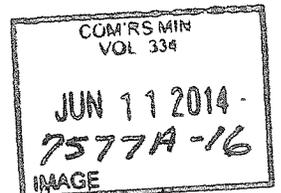
- A. Grievant's name and signature.
- B. Grievant's classification.
- C. Date grievance was first discussed and name of supervisor with whom the grievance was discussed.
- D. Date grievance was filed in writing.
- E. Date and time the events occurred to giving rise to the grievance.
- F. The location where the grievance occurred.
- G. A description of the incident giving rise to the grievance.
- H. Specified Articles and Sections of the Agreement violated.
- I. Desired remedy to resolve the grievance.

**ARTICLE 12**  
**ARBITRATION**

Section 12.1. Within fourteen (14) calendar days from the date of the final answer on a grievance from Step 2, the Union shall notify the Employer or designee in writing of its intent to seek arbitration over an unresolved grievance. The Union may withdraw its request to arbitrate in writing 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 within the fourteen (14) calendar day period described above shall be deemed settled on the basis of the last answer given by the Employer or designee.

Section 12.2. The representatives shall attempt to agree on an arbitrator. Should the representatives fail to agree on an arbitrator, a selection shall be made in the following manner. The Union shall request from the Federal Mediation and Conciliation Service (FMCS) for a panel list of nine (9) arbitrators from FMCS. The list shall be restricted to members of the National Academy of Arbitrators, who are residents of Ohio, or arbitrators who maintain their principal office in Ohio. The parties shall alternately strike the names of the arbitrators until only one (1) name remains. The party requesting arbitration shall strike the first name. Either party may once reject the list and request from FMCS another list of nine (9) names until a mutually agreeable arbitrator is selected. The parties may at any time mutually agree to an alternate arbitration service or method of selection of an arbitrator for example by requesting a list from the American Arbitration Association under AAA rules.

Section 12.3. If either party challenges the arbitrability of a grievance, it shall notify the other party of its challenge and intent to raise the issue at the arbitration hearing.



At the hearing, the first question to be placed before the arbitrator is whether or not the issue is arbitrable and within his/her jurisdiction to decide. If the arbitrator determines the grievance is arbitrable, the grievance will be heard on its merits before the same arbitrator.

Section 12.4. The arbitrator shall limit his/her decision strictly to the interpretation, application, or enforcement of specific Articles of this Agreement. He/she may not modify, add to, or amend the Agreement.

Section 12.5. 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/her decision within thirty (30) calendar days after the conclusion of testimony and arguments and submission of final briefs.

Section 12.6. The fees and any other costs for the service of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, and the cost of the hearing room, if any, shall be paid by the losing party. The fees and costs, if any, of any non-employee witnesses shall be borne by the party calling them. The fees and costs of any court reporter's attendance are split equally by the parties if both parties desire a court reporter or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits due to the extent that such hearing hours are during normally scheduled working hours on the day of the hearing.

## **ARTICLE 13** **WAGES**

### Section 13.1. General Wage Increases

#### Contract Years Definition:

Contract Year 2014 shall be April 1, 2014 to March 31, 2015

Contract Year 2015 shall be April 1, 2015 to March 31, 2016

Contract Year 2016 shall be April 1, 2016 to March 31, 2017

#### **Contract Year 2014**

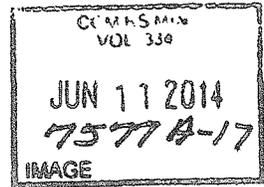
Effective the first day of the pay period that includes Contract Year 2014, the hourly pay for all bargaining unit employees shall increase by 3% as follows:

#### **6/2013 (eff 6/19/2013)**

Carpenter	\$27.14	Plasterer	\$27.05
Carpenter Foreman	\$27.89	Plasterer Foreman	\$27.83
Electrician	\$29.31	Plumber	\$28.31
Lead Electrician	\$30.09	Plumber Foreman	\$29.09
(aka Electrician Foreman)			
Painter	\$24.71	Iron Worker	\$27.14
Painter Foreman	\$25.48	Iron Worker Foreman	\$27.89

If Carpenter Forman supervises Iron Worker \$28.72

If Painter Foreman supervises Plasterer Foreman \$28.35



**4/2014 (effective pay period including 4/1/2014)**

Carpenter	\$27.95	Plasterer	\$27.86
Carpenter Foreman	\$28.73	Plasterer Foreman	\$28.66
Electrician	\$30.19	Plumber	\$29.16
Lead Electrician (aka Electrician Foreman)	\$30.99	Plumber Foreman	\$29.96
Painter	\$25.45	Iron Worker	\$27.95
Painter Foreman	\$26.24	Iron Worker Foreman	\$28.73
If Carpenter Forman supervises Iron Worker		\$29.58	
If Painter Foreman supervises Plasterer Foreman		\$29.20	

**Contract Year 2015**

Bargaining unit employees shall be eligible for the same increase approved by HCBCC for non-bargaining unit employees of the HCBCC (except those employees with individual employment contracts). Such increase shall be on the same date as the increase is effective for such non-bargaining unit employees of the HCBCC.

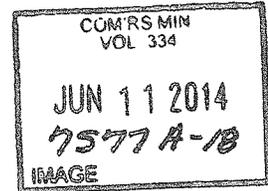
**Contract Year 2016**

Bargaining unit employees shall be eligible for the same increase approved by HCBCC for non-bargaining unit employees of the HCBCC (except those employees with individual employment contracts). Such increase shall be on the same date as the increase is effective for such non-bargaining unit employees of the HCBCC.

Section 13.3 The current Carpenter Foreman and Painter Foreman receive a supplement for supervising multiple crafts and shall remain at their current pay status with any future pay increases calculated using their current pay status. Any future employee that is required to supervise multiple crafts shall receive compensation based on the highest foreman rate of the crafts the employee is required to supervise.

**ARTICLE 14**  
**INSURANCE**

Section 14.1. The Employer shall make available to bargaining unit employees the same major medical/hospital care, dental, and life insurance 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 15**  
**UNIFORMS**

Section 15.1. The employer will provide each new bargaining unit employee (excluding employees referenced in Section 15.2) with at least six (6) shirts, and any additional shirts at the Employer's discretion. The Employer will also provide each bargaining unit employee (excluding employees referenced in Section 15.2) with up to four (4) replacement shirts each year starting January 1<sup>st</sup> as needed. Approval for replacement shall be within the discretion of the Employer and based upon proof of need. 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 unless the Labor Management Committee agrees on a different color, style and material.

Section 15.2. Existing bargaining unit employees, at the effective date of this contract and new bargaining unit employees hired after the effective date of this contract, working under the classification of Electrician and Lead Electrician (Foreman), will be supplied with six (6) Flame-Resistant (FR) shirts with an FR rating no less than 5 cal/cm<sup>2</sup>. They will also be supplied with six (6) pairs of pants with an FR rating no less than 8 cal/cm<sup>2</sup>. The Employer will also provide bargaining unit employees in the classification of Electrician and Lead Electrician (Foreman) with up to four (4) FR rated replacement shirts with a rating no less than 5 cal/cm<sup>2</sup> and three (3) FR rated replacement pants with an FR rating no less than 8 cal/cm<sup>2</sup> each year starting January 1<sup>st</sup> as needed. Approval for replacement shall be within the discretion of the Employer and based upon proof of need.

**ARTICLE 16**  
**ADOPTION ASSISTANCE PROGRAM**

Section 16.1. 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.

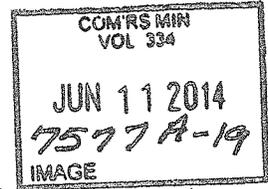
**ARTICLE 17**  
**SAVINGS**

Section 17.1. If any provision of this Agreement becomes ineffective by the enactment of contradictory legislation or as the result of a court finding, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

**ARTICLE 18**  
**NO STRIKE/NO LOCK-OUT**

Section 18.1. It is understood that the Union shall not, directly or indirectly, call and/or assist in any way, in a strike, slowdown, walkout, concerted sick leave, work stoppage, picketing, or interference of any kind at any operations of the Employer for the duration of this Agreement.

Section 18.2. The Employer agrees not to lockout any employees for the duration of this Agreement, unless such employees have violated Section 18.1 above.



**ARTICLE 19**  
**NONDISCRIMINATION**

Section 19.1. The parties agree that neither the Employer or the Union shall discriminate against an employee because of his/her membership or non-membership in the Union. Furthermore, the Employer will not unlawfully discriminate against any employee based on race, color, religion, sex, national origin, age, disability, military status, or veteran status.

**ARTICLE 20**  
**CONTRACT CONSTRUCTION**

Section 20.1. The provisions (including procedures) of this Agreement supersede those provisions (including procedures) in the Revised Code including but not limited to those governing probationary employees and probationary periods, layoffs (including job abolishments), holidays, sick leave, sick leave conversion, and vacations, except that employees will continue to carry sick leave balances and prior vacation service credit to which they are entitled under the Revised Code.

**ARTICLE 21**  
**CORRECTIVE ACTION**

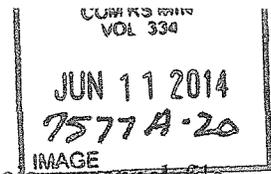
Section 21.1. No employee who has successfully completed his/her probationary period shall, for disciplinary reasons, be reduced in pay, suspended, or discharged except for just cause.

Suspensions or discharges will be preceded by a pre-disciplinary conference.

**ARTICLE 22**  
**PERSONNEL FILES**

Section 22.1. 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 22.2. 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 22.3. 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 22.4. 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 22.5. 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 23** **SAFETY**

Section 23.1. The Employer shall provide all required personal protective equipment except work shoes. It is each employee's responsibility to meet and maintain all necessary requirements for use of the personal protective equipment (i.e., the employee must meet all local, state, and/or federal standards for use of protective equipment).

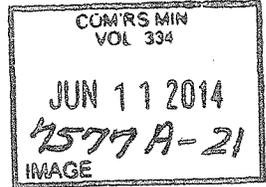
### **ARTICLE 24** **WAIVER IN CASE OF EMERGENCY**

Section 24.1. In cases 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 this 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 24.2. 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 the emergency.

Section 24.3. The Employer will not declare emergencies simply to avoid complying with the Agreement without an emergency, as outlined in Section 24.1 above.



**ARTICLE 25**  
**SCOPE OF WORK**

Section 25.1. Work will normally be performed according to the “Who-does-what Guidelines” (hereafter referred to as “the guidelines”) for buildings presently managed solely by the Department of County Facilities. Before any future changes are made to the guidelines, management will seek the input of the Union through discussion at a Labor Management Committee meeting (the guidelines are not a subject of negotiations in the Labor Management Committee meetings).

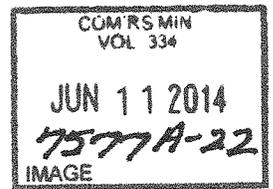
Section 25.2. Future buildings acquired or transferred to the Hamilton County Board of Commissioners and managed solely by the Department of County Facilities will be staffed pursuant to the guidelines within 90 days of acquisition or transfer of the building(s).

**ARTICLE 26**  
**DURATION**

Section 26.1. The provisions of this Agreement shall be effective upon execution by the parties unless otherwise specified, and shall remain in full force and effect until 11:59 p.m. on March 31, 2017.

Section 26.2. This Agreement supersedes all previous agreements between the parties and constitutes an entire agreement between the parties, except as may be otherwise mutually agreed hereafter in writing, for the term of this Agreement. No agreement or understanding varying or altering the terms of this Agreement shall be of any validity unless in writing and signed by both the Employer and the Union.

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 collective bargaining process, and that the entire understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.



Signature Page

In witness whereof, the parties have hereunto signed by their authorized representatives this 17th day of July, 2014.

APPROVED AND JOURNALIZED BY THE BOARD OF COMMISSIONERS OF HAMILTON COUNTY, OHIO ON THE 11th DAY OF June, 2014.

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

FOR THE HAMILTON COUNTY BOARD OF COMMISSIONERS

Christian Sigman  
Christian Sigman  
County Administrator

Brett Geary  
Brett Geary, Chief Negotiator

Ralph Linne  
Ralph Linne, Facilities Director

David E. Helm  
David E. Helm, Assistant Director HR

Approved as to form

on file  
Assistant County Prosecutor

FOR THE GREATER CINCINNATI BUILDING AND CONSTRUCTION TRADES COUNCIL

Chad L. Day  
Chad L. Day  
Executive Secretary

Charlie Meadows  
Charlie Meadows,  
Painter District Council 12

Rick Fisher  
Rick Fisher,  
IBEW Local 212

James P. Higgins  
James P. Higgins,  
Plumbers/Pipefitters Local 392

Lawrence Oberding  
Lawrence Oberding,  
Iron Workers Local 44

David E. Meier  
David E. Meier,  
IN, OH, KY Regional Council of Carpenters

Andrew Kitchens  
Andrew Kitchens,  
Plasterers Local 132

**APPENDIX A**

GREATER CINCINNATI  
BUILDING & CONSTRUCTION TRADES COUNCIL  
1550 Chase Avenue  
Cincinnati, OH 45223-2100

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**GRIEVANCE REPORT**

Date:	Local Union No.:
Employer:	
Trade:	Supervisor:
Employee's Name:	Classification:
Business Representative:	

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Grievance: \_\_\_\_\_

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Contract Article(s) and Section Violated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Remedy Requested: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Employee's Signature: \_\_\_\_\_