

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE HAMILTON COUNTY BOARD OF COMMISSIONERS**

**AND**

**INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL #20  
(SENIOR BUILDING MANAGER)**

**STATE EMPLOYMENT RELATIONS BOARD  
Case No. 2023-MED-09-0759**

**Effective Through  
June 30, 2026**

**TABLE OF CONTENTS**

<b><u>Article Number &amp; Title</u></b>		<b><u>Page</u></b>
	Preamble .....	1
1	Union Recognition .....	1
2	Management Rights .....	1
3	Dues Deduction.....	2
4	Corrective Action.....	3
5	Grievance Procedure.....	4
6	No Strike/No Lockout.....	7
7	Vacancies .....	7
8	Seniority .....	8
9	Personnel Files .....	8
10	Union Business .....	9
11	Wages.....	10
12	County Classification Plan.....	10
13	Vacation .....	10
14	Sick Leave.....	13
15	Holidays .....	15
16	Safety and Health.....	16
17	Insurance .....	17
18	Hours of Work .....	17
19	Leaves of Absence .....	17
20	Layoff and Recall.....	19
21	Contract Construction .....	19
22	Tuition Reimbursement .....	19
23	Nondiscrimination.....	20
24	Severability .....	20
25	Probationary Period .....	20
26	Uniforms .....	20
27	Duration .....	21
28	Waiver in Case Of Emergency .....	21
29	Parental Leave.....	22
30	National Training Fund.....	22
	Signature Page .....	23

## **PREAMBLE**

This Agreement, entered into by the Hamilton County Board of Commissioners, hereinafter referred to as the "Employer", and the International Union of Operating Engineers, Local 20, representing Senior Building Managers, 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** **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: Senior Building Manager and any classification which is part of the current bargaining unit certification. *(NOTE: The Parties agree to file a Joint Petition to Amend the Certification removing "Building Manager" from the Parties' SERB 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.

## **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** **DUES DEDUCTION**

SECTION 3.1. The Employer agrees to deduct Union membership dues in accordance with this Article for all employees eligible for the bargaining unit.

SECTION 3.2. 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 3.3. 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 3.4. 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 represented by IUOE Local 20, (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 3.5. 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. At the request of the Union, the supervisor will arrange for a fifteen (15) minute meeting between the authorized Union Representative and new bargaining unit employee, during normal working hours.

#### **ARTICLE 4** **CORRECTIVE ACTION**

SECTION 4.1. 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 4.2. 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 4.3. 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 5**  
**GRIEVANCE PROCEDURE**

SECTION 5.1. The term "grievance" shall mean an allegation by the Union or 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 5.2. 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 5.3. 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.

NOTE: Any grievance regarding disciplinary action must be filed directly at Step 3 of this procedure.

NOTE: See Section 5.6, below, concerning information required to be stated on the grievance form.

STEP 1: The Union or an employee having a grievance must submit a written grievance to the Department Head on a mutually agreeable form within seven (7) calendar days of the date that the grievant knew or should have known of the incident giving rise to the alleged grievance. The Department Head may schedule a meeting with the grievant. The Department Head shall investigate and respond on the grievance form to the grievant within fourteen (14) 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 County Administrator or designee within seven (7) calendar days

after receiving the Step 1 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 3: A grievance unresolved at Step 2 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. For all other grievances, the notice of intent to arbitrate must be received by the Employer within thirty-one (31) calendar days from the date of the Employer's last answer.

SECTION 5.4. 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 3 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 5.5. 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 5.6. 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 (Grievances that do not specify the required information in A-E, below, will be returned to the Grievant for completion. The time limits stated above in Section 5.3 for Employer processing of the grievance shall commence upon the submission of a grievance stating the required information):

- 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 5.7. 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 5.8. 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 5.9. A grievance may be filed by the Union or 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 5.10. Grievances involving disciplinary action of oral warning (written record) or written reprimand shall be subject to Steps 2 of the grievance procedure, but may not be appealed to Step 3 (arbitration). Grievances involving disciplinary action of reduction, suspension, or termination shall be submitted directly to Step 2 of the grievance procedure, and may be appealed to Step 3 (arbitration).

SECTION 5.11. 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 6** **NO STRIKE/NO LOCKOUT**

SECTION 6.1. 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 6.2. The Employer agrees not to lockout any employee for the duration of this Agreement, unless such employees have violated Section 6.1, above.

## **ARTICLE 7** **VACANCIES**

SECTION 7.1. When the Employer determines that a permanent vacancy exists in a bargaining unit position which the Employer intends to fill and such vacancy is not filled through recall from a layoff list, the Employer will post a vacancy notice. 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. When the specific work hours (start and ending times) of the position have been determined by the Employer, and the vacancy is still posted, the Employer shall make this information available to the Union. Information shall be shared via electronic mail, inter-office memorandum, or any other means determined appropriate by management.

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 7.2. All timely filed applications will be reviewed considering the following criteria: qualifications, experience, education, work record.

SECTION 7.3. The Employer reserves the right to make temporary assignments pending the posting process and to make temporary reassignments due to staffing needs.

SECTION 7.4. 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 one hundred twenty (120) calendar days, pending the Employer's determination as to whether or not the vacancy should be filled on a permanent basis.

## **ARTICLE 8** **SENIORITY**

SECTION 8.1. "Seniority" shall be computed on the basis of uninterrupted length of continuous service in a specific classification covered by this labor agreement. 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 8.2. 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 8.3. Employees laid off shall retain their seniority for a period of twelve (12) months from the day of layoff.

## **ARTICLE 9** **PERSONNEL FILES**

SECTION 9.1. 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 9.2. 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 9.3. 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 9.4. 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 9.5. 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 10** **UNION BUSINESS**

SECTION 10.1. The Union shall designate, and the Employer shall recognize, two (2) employees to act as Union Stewards, 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 their inability to perform their function, the Union may designate an alternate.

SECTION 10.2. The Union shall identify Stewards to the Employer at the time of their appointment and the Work Address and Phone Number for any Union representatives who are not employees of the Employer.

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

SECTION 10.3. The Union steward 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 steward's regular duty hours, the steward and/or employee shall not suffer any loss of pay for attending such hearings or sessions.

SECTION 10.4. The Union agrees that no steward of the Union, either employee or nonemployee of the Employer shall interfere, interrupt, or disrupt the normal work duties of employees.

SECTION 10.5. Union stewards shall be permitted reasonable access to work areas in order to conduct legitimate Union business, but only with prior approval by the Department Head or authorized representative.

Stewards will inform their supervisor in advance of time needed away from the job to pursue representational responsibilities. However, no steward will leave the regularly assigned work area without first obtaining their supervisor's approval. Stewards or other Union representatives who wish to meet with an employee on Employer time will schedule appointments with the IUOE represented employee and the supervisor. It is understood that if such appointments interfere with operational needs, the steward and the supervisor will cooperate in rescheduling the meeting. No employee will be denied reasonable access to their steward. A steward performing Union business shall be required to complete a Union business report provided by the Employer.

**ARTICLE 11**  
**WAGES**

SECTION 11.1. Effective the pay period that includes January 1, 2024, all bargaining unit employees in the classification of Senior Building Manager shall be paid a bi-weekly salary rate that would equate to an annual salary of \$82,590.98. Further, employees in the bargaining unit shall be considered FLSA-exempt employees. Upon ratification of the Agreement by both Parties, a lump sum payment of one thousand dollars (\$1,000.00) shall be paid to all employees of this bargaining unit.

Effective the pay period that includes January 1, 2025, all bargaining unit employees in the classification of Senior Building Manager shall be paid a bi-weekly salary rate that would equate to an annual salary of \$85,068.71. Effective the pay period that includes January 1, 2026, all bargaining unit employees in the classification of Senior Building Manager shall be paid a bi-weekly salary rate that would equate to an annual salary of \$87,620.77.

SECTION 11.2. As stated in Section 7.3, the Employer reserves the right to make temporary assignments pending the posting process and to make temporary reassignments due to staffing needs. In the event the Employer makes a temporary assignment, the bargaining unit employee will be paid an additional one hundred dollars (\$100.00) each day, if he or she works four (4) or more hours on such day while assigned additional assignments of another bargaining unit employee or filling in for another bargaining unit employee.

**ARTICLE 12**  
**COUNTY CLASSIFICATION PLAN**

SECTION 12.1. 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 13**  
**VACATION**

SECTION 13.1. Effective the first full pay period following ratification of this Agreement by both Parties, 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. Upon hire, a new employee shall be credited with forty (40) hours of vacation time. Employees rehired with Hamilton County are not provided with the 40-hour credit upon rehire date; instead, they begin accruing based on their adjusted date of service. Vacation time shall accumulate at a rate of three and one-tenth (3.1) hours per pay period, for service of zero (0) years, but less than one (1) full year of service. Upon accrual, employees shall be eligible to use accrued vacation time.

- B. One (1) year of service but less than eight (8) years completed: one hundred twenty (120) hours per year at an accumulation rate of four and six-tenths (4.6) hours per pay period.
- C. Eight (8) years of service but less than fifteen (15) years completed: one hundred sixty (160) hours per year at an accumulation rate of six and two-tenths (6.2) hours per pay period.
- D. Fifteen (15) years or more of service completed: two hundred (200) hours per year at an accumulation rate of seven and seven-tenths (7.7) hours per pay period.

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

SECTION 13.2. 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 13.3 Vacation may be taken in one-tenth (1/10<sup>th</sup>) hour increments. Requests for vacation use of less than forty (40) hours shall be submitted as soon as possible, but not less than seventy-two (72) hours in advance. Requests for vacation use of forty (40) hours or more shall be submitted as soon as possible, but not less than seven (7) calendar days in advance. All vacation requests shall be made using the online Time Off Request system. Requests submitted with less than the aforementioned notification period will normally be denied. However, nothing contained herein shall prohibit the Employer from granting vacation requests with less than the aforementioned notification period, provided the Employer agrees that the request is necessitated by circumstances which are unforeseen by the employee.

SECTION 13.4. 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 13.5. Vacation carry-over shall be determined as follows:

EMPLOYEES HIRED PRIOR TO 05/01/2020

Vacation leave may be carried over. The maximum amount of vacation an employee may leave “on the books” is outlined below. Any excess accrual shall be forfeited when it exceeds the maximum allowable accumulation.

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

EMPLOYEES HIRED ON OR AFTER 05/01/2020

Vacation leave may be carried over. The maximum balance an employee may maintain is outlined below. Any excess accrual shall be forfeited when it exceeds the maximum allowable accumulation.

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

SECTION 13.6. Any employee who separates from service shall be paid for any earned but unused vacation leave, subject to Section 13.5 and Section 13.1 above.

SECTION 13.7. Optional Vacation Credit Payout:

- A. Employees may opt to have up to forty (40) hours of accrued vacation time converted to a cash payment once annually. In order to be eligible for the cash payment, employees must maintain a minimum balance of two hundred (200) hours after the vacation credit payout.
- B. Vacation payouts are available in increments of ten (10) hours only. For example, 10 hours, 20 hours, 30 hours, or 40 hours.
- C. Employees are responsible for reporting their desire to convert vacation time and the number of hours to be converted by the deadline set by Human Resources each year. No vacation hours will be paid out if the employee did not notify Human Resources by the established deadline.

Employees serving a TWL at the time of payout are provided the payout at their regular base rate of pay, not the TWL rate.

**ARTICLE 14**  
**SICK LEAVE**

SECTION 14.1. 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 unpaid disciplinary suspension. Advance use of sick leave shall not be granted. Sick leave is accumulative without limit.

SECTION 14.2. 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, step-child, step-sibling, step-parent, 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 (loco parentis).

SECTION 14.3. 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 first (and leave a message if there is no answer); if the employee does not 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 14.4. Upon return to work, an employee shall complete a request for sick leave use through the electronic payroll system 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 14.5. 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 14.2(C) or Section 14.2(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 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 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 14.6. 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 14.7. 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 15** **HOLIDAYS**

SECTION 15.1. Designated paid holidays shall be as follows:

New Year's Day	January 1st
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 <sup>th</sup>
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 must be in active pay status for the full working day before and after the observed holiday to be eligible for holiday pay.

SECTION 15.2. If a holiday occurs on a Saturday, it shall be observed on the preceding Friday and if it occurs on a Sunday, it shall be observed the following Monday.

SECTION 15.3. For bargaining unit employees, holidays as provided for in this Article shall begin at 12:00 a.m. on the date the holiday is observed.

SECTION 15.4. In addition to the holidays listed in Section 15.1 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 via the electronic payroll system no less than one (1) hour in advance of requested leave time. If the employee is unable to request leave via the electronic payroll system and verbally requests, and is granted personal leave prior to his or her shift, he or she must submit the request for leave via the electronic payroll system upon return from such leave. The Employer reserves the right to schedule personal leave time in order to maintain efficient operation of the department. Requests

for personal leave time shall not unreasonably be denied. Personal leave time may be taken in 1/10 of an hour increments. If a bargaining unit employee fails to preschedule and use personal leave time on or before December 31st in any calendar year, such personal leave time is lost and cannot be scheduled for a date later than December 31st.

SECTION 15.5. 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 completed by the employee through the electronic payroll system and submitted to his/her supervisor prior to the date the requested usage is to occur. Requests for personal days off due to insufficient sick leave shall be completed through the electronic payroll system upon the employee's return to work.
- C. Personal Days earned in the first or second tally period of the year must be used by December 31st 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 30th 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 16**

### **SAFETY AND HEALTH**

SECTION 16.1. 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 17**  
**INSURANCE**

SECTION 17.1. 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 18**  
**HOURS OF WORK**

SECTION 18.1. The work period for all employees in the bargaining unit shall commence at 12:01 AM on Thursday and continue for seven consecutive days to end at 11:59 PM the following Wednesday.

SECTION 18.2. Each employee's regular work day will normally be for an eight hour period, including a thirty (30) minute lunch. Bargaining unit employees shall not be required to punch in and out of Paycor for lunch.

SECTION 18.3. Employees in this bargaining unit are ineligible for overtime as they are considered FLSA-exempt.

**ARTICLE 19**  
**LEAVES OF ABSENCE**

SECTION 19.1. 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 19.1(A) above.

SECTION 19.2. **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 the employee's regular scheduled work hours. If jury duty commences after the employee's start time, the employee shall report to work prior to jury duty. If an employee is released from jury duty prior to the end of his/her scheduled work he/she shall report to work for the remaining hours of his/her work schedule. 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.
- 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 19.3. 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 19.4. 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 20** **LAYOFF AND RECALL**

SECTION 20.1. 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.

SECTION 20.2. 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 20.3. 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 20.4. 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 21** **CONTRACT CONSTRUCTION**

SECTION 21.1. The provisions (including procedures) of this Agreement supersede those provisions (including procedures) in the Revised Code covering the same subject matter, and in particular, but not limited to, 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 22** **TUITION REIMBURSEMENT**

SECTION 22.1. 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 23**  
**NONDISCRIMINATION**

SECTION 23.1. The parties agree that neither the Employer nor the Union shall discriminate against an employee because of their membership or non-membership in the Union or their 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, veteran status, or any other federally-designated protected status.

**ARTICLE 24**  
**SEVERABILITY**

SECTION 24.1. 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 24.2. The parties agree that should any provision of this Agreement be found to be invalid, they will schedule a meeting within twenty (20) business days at a mutually agreeable time to negotiate alternative language on the same subject matter.

**ARTICLE 25**  
**PROBATIONARY PERIOD**

SECTION 25.1. Employees hired after the effective date of this Agreement shall serve an initial probationary period not to exceed three hundred sixty-five (365) 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 25.2. 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.

**ARTICLE 26**  
**UNIFORMS**

SECTION 26.1. The Employer will provide each new bargaining unit employee with all shirts, pullovers, and jacket required by the Employer in quantities specified by the Employer. The Employer will provide up to a two hundred fifty dollar (\$250.00) shoe/boot reimbursement for Employer-approved shoes/boots one time per contract term. Such shoes/boots must be worn by the employee during any work time with the Employer.

**ARTICLE 27**  
**DURATION**

SECTION 27.1. Unless otherwise specified within specific Articles or Sections of this Agreement, all terms and conditions of this Agreement shall become effective upon ratification, and shall remain in full force and effect through June 30, 2026.

SECTION 27.2. 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.

SECTION 27.3. 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 28**  
**WAIVER IN CASE OF EMERGENCY**

SECTION 28.1. 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 or her 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 28.2. 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 28.3. The Employer will not declare emergencies simply to avoid complying with the Agreement without an emergency, as outlined in Section 36.1 above.

SECTION 28.4. In cases of declared emergency as defined in Section 28.1 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 29**  
**PARENTAL LEAVE**

SECTION 29.1. All employees covered by this Agreement shall be eligible to participate in the Employer's Parental Leave Program approved by the Board of County Commissioners under the same terms and conditions, and with the same benefits, applicable to other employees of the Employer.

**ARTICLE 30**  
**NATIONAL TRAINING FUND**


SECTION 30.1. In order to provide the latest training to our members and board employees, the Board will contribute four dollars (\$4.00) per employee per pay period to the National Training Fund (NFT) of the IUOE.

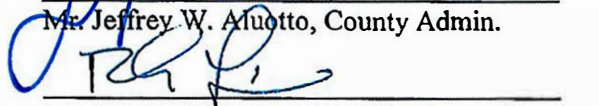


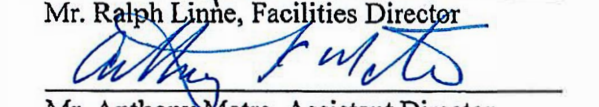
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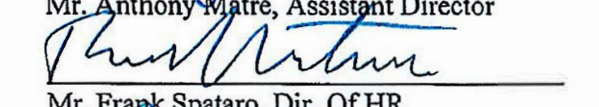
IN WITNESS WHEREFORE, the parties hereunto signed by their authorized representative this 12 day of March, 2024.

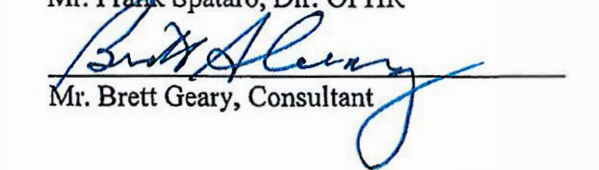
FOR THE HAMILTON COUNTY  
BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Mr. Jeffrey W. Aluotto, County Admin.


  
\_\_\_\_\_  
Mr. Ralph Linne, Facilities Director

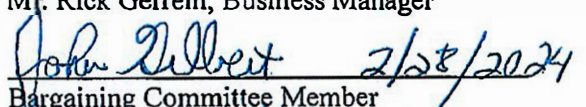
  
\_\_\_\_\_  
Mr. Anthony Matre, Assistant Director


  
\_\_\_\_\_  
Mr. Frank Spataro, Dir. Of HR


  
\_\_\_\_\_  
Mr. Brett Geary, Consultant

FOR THE INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL #20

  
\_\_\_\_\_  
Mr. Rick Gerrein, Business Manager

  
\_\_\_\_\_  
Bargaining Committee Member

  
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Bargaining Committee Member

  
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Bargaining Committee Member

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Bargaining Committee Member

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Assistant Prosecuting Attorney

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

APPROVED AND JOURNALIZED BY  
THE HAMILTON COUNTY BOARD OF  
COUNTY COMMISSIONERS ON THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 2024.