AGREEMENT

BETWEEN

THE HAMILTON COUNTY BOARD OF COMMISSIONERS/ HAMILTON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

AND

LOCAL 1768, OHIO COUNCIL 8, AFSCME, AFL/CIO

STATE EMPLOYMENT RELATIONS BOARD CASE NO. 2020-MED-09-0915

Effective through
December 31, 2023

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PREAMBLE

This Agreement, entered into by the Board of County Commissioners, Hamilton County, Ohio ("Board") and the Hamilton County Department of Job and Family Services ("Department"), hereinafter jointly referred to as the Employer, and Ohio Council 8, AFSCME, AFL-CIO ("OC8") and Local 1768, AFSCME AFL-CIO ("Local 1768") (exclusive bargaining agent), hereinafter jointly 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 described herein.

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

ARTICLE 1
UNION RECOGNITION

Section 1.1. The Employer recognizes the Union as the sole and exclusive representative for the employees included in the bargaining unit in reference to wages, hours, terms, and other conditions of employment. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals employed by the Employer and included in the bargaining unit as certified by the Ohio State Employment Relations Board (SERB) in Case Number 94-REP-12-0302 and as thereafter amended to by SERB. A list of those in the classifications listed appear in Appendix A of this Agreement.

Section 1.2. All management level, professional, confidential, seasonal, intermittent, temporary, and casual employees, supervisors and all other job classifications as specified in the SERB certification in Case Number 94-REP-12-0302 and as thereafter amended by SERB are excluded from the bargaining unit.

Section 1.3. In the event of a change of duties of a classification within the bargaining unit, or in the event that a new classification is created within the department, the Employer shall determine whether the new or changed classification will be included in or excluded from the bargaining unit and shall so advise the Union in writing within thirty (30) calendar days. If the Union disputes the Employer's determination of bargaining unit status, written notice of such dispute shall be given to the Employer by the Union within ten (10) calendar days of the Union's receipt of the Employer's determination. Following the Employer's receipt of the Union's notice of dispute, the

parties shall meet in an attempt to resolve their disagreement within ten (10) calendar days from the Union's notification to the Employer. If the parties agree on the determination, it shall be implemented as agreed by the Employer and Union, except that new classifications will be jointly submitted to the State Employment Relations Board (SERB) for inclusion, which shall not be effective until SERB certifies its inclusion. If the parties do not agree, the position shall be subject to challenge by the Union to SERB pursuant to Chapter 4117 of the Ohio Revised Code and the SERB Rules and Regulations.

ARTICLE 2
UNION SECURITY

Section 2.1. The Employer agrees to deduct AFSCME membership dues in accordance with this Article for all employees eligible for the bargaining unit upon the employees' completion of thirty (30) calendar days of employment.

Section 2.2. The Employer agrees to deduct regular Union membership dues once each pay period from the pay of any employee in the bargaining unit upon receiving written authorization on a mutually acceptable form signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer or designee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 2.3. The Employer agrees to remit the dues deducted from eligible bargaining unit employees' pay, in accordance with this Article, to the Treasurer of AFSCME Ohio Council 8 once each month for the duration of this Agreement.

Section 2.4. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 2.5. The Employer shall be relieved from making such individual dues "checkoff" deductions upon an employee's: (1) termination of employment; (2) promotion or transfer to a job exempted from the bargaining unit; (3) layoff from work; or (4) an unpaid leave of absence or disciplinary suspension.

Section 2.6. The Employer shall not be obligated to make dues deductions from any employee who, during any dues pay period involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

Section 2.7. The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing within sixty (60) calendar days after the date such an error is claimed to have

occurred. If it is found that an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

A. The Employer will notify employee's, upon promotion into non-bargaining unit positions, that they have the ability to end dues payment.

B. If, for any reason, an Employee who has left the bargaining unit continues to have dues deducted past the time they should have had them stopped, the Employer shall immediately stop those dues deductions and reimburse the Employee by deducting the amount of the dues money sent to the Union from the next remittance for the reimbursement. Notice, via electronic communication, shall be given to the Union immediately, if this situation occurs.

Section 2.8. Any change in the rate of dues deduction must be served on the Employer or designee in writing no less than sixty (60) calendar days prior to the effective date of the change.

Section 2.9. Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

Section 2.10. Any voluntary dues authorization and assignment shall be irrevocable, regardless of whether an employee has revoked union membership, for a period of one year from the date of the execution of the dues checkoff authorization (anniversary date) and for year to year thereafter, unless the employee gives the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty five (25) days before the end of any yearly anniversary date. Copies of employees' dues checkoff authorization cards are available from the Union upon request.

Section 2.11. The employer shall place back on check-off those employees who return to the active payroll from a leave of absence, layoff, or suspension.

ARTICLE 3
UNION RIGHTS AND REPRESENTATION

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

Section 3.2. The Employer shall recognize three (3) employees to act as Union stewards, and one (1) Chief Steward as designated by the Union, for the purposes of representation as outlined under this Agreement. At least one (1) Union steward must be located in each of the three (3) primary units: one (1) in Children's Services, one (1) in Client Services, and one (1) in Child Support.

The Employer shall recognize three (3) employees to act as Alternate Union stewards, for the purposes of representation as outlined under this Agreement. At least one Alternate (1) Union steward must be located in each of the three (3) primary units: one (1) in Children's Services, one (1) in Client Services, and one (1) in Child Support. The Alternate Union stewards shall not be utilized for representational activity unless the appropriate unit Steward is absent from work or otherwise unavailable.

In the interest of maintaining continuity of business operations and customer service, no more than two (2) Union stewards/alternate stewards shall be appointed within the same section; further, only one (1) steward/alternate steward (from the applicable unit) shall be utilized for representational activities at one time. The maximum amount of paid time permitted for the stewards and alternate stewards, to be away from their regular work duties to conduct union-related activities during normal business hours is 1,250 hours per year. Prior to leaving their work areas, stewards must secure the approval of their supervisor. On a weekly basis, stewards must complete and submit a Steward's Activity Form as provided by the Employer to their immediate supervisor or his/her designee.

The Chief Steward shall be released for forty (40) hours per week to conduct union business, and the hours listed above shall not be included as a part of the Union's allotted time for his or her time spent conducting union business. He or she shall report to his or her normal supervisor for clock-ins and clock-outs, but no work other than union business shall be allotted to his or her time, unless mutually agreed to by the parties, while he or she is assigned as the Chief Steward. While acting as Chief Steward, such employee must complete a detailed weekly log of activities, which shall be submitted to his or her supervisor on a weekly basis.

The time spent by the union representatives in negotiation meetings or caucuses or in layoff discussions shall not be charged against the time allotted in this article to the union representatives.

Supervisors shall not unreasonably deny approval, but maintain the right to schedule activities so as to minimally impact work production.

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

A. Name
B. Union position held
C. Agency position, phone number, and location
D. Work address email address and phone number of non-employee Union representatives.

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

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

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

Section 3.6. Union officers and stewards shall be permitted to utilize the interdepartmental mail and/or email system in order to communicate with each other and with bargaining unit members. The mail and/or email system shall not be used for mass mailings except to specifically communicate about upcoming meetings for the bargaining unit.

Section 3.7. The Employer shall provide the Staff Representative, Union Chief Steward and/or President at no cost with an electronic communication that includes an alphabetical listing of bargaining unit personnel, including name, age, pay rate, classification, date of hire, home address, dues deduction status, and work location, once each quarter.

The Employer will also provide the Staff Representative, Union Chief Steward and/or President at no cost, with an electronic communication that includes a list of bargaining unit employee terminations (including probationary employees), layoffs, removals, resignations, and retirements, once each quarter. The list will include the name of the employee, classification, and the effective date of action.

Section 3.8. Upon written request from the Union, the Employer shall make conference rooms and/or cafeterias available to the Union for meetings if not previously scheduled by the Employer. Such meetings shall not be scheduled during the normal working day of 8:00 AM to 4:45 PM.

Once monthly, the Union will be permitted to conduct recruitment and information distribution during the agency lunch period (11:00 a.m. - 2:00 p.m.). This activity will be scheduled in the conference room/cafeteria and will be arranged on a designated and fixed day each month by agreement of the parties. No more than two (2) representatives of the Union will staff the recruitment area. It is understood that all participants will engage in this activity during non-work time such as their specific lunch period. Union representatives will therefore staff the recruitment area on a rotating basis during the three (3) hour lunch period in order that such activity does not interfere with agency work time. At the option of the Union, the recruitment location may move to the various locations of the Employer, but the activity will be limited to the monthly-designated

day agreed to between the parties. The Union agrees that the content of the informational material used during this recruitment activity will follow the guidelines contained in Section 3.5. The exact location and fixed day of the month will be a topic to be resolved through the labor/management committee.

Section 3.9. The Union shall be permitted to provide one (1) packet for inclusion in the information that is given to employees who are newly hired in bargaining unit classifications. Nothing in the packet shall contain derogatory, inflammatory, or untruthful information. All questions concerning the benefits of Union membership shall be referred to the Union representatives and answered by the Union only. (A Union membership application will be included in the Union informational packet. Employees will be informed at orientation that they may, at their option, sign a Union membership application during orientation or immediately thereafter, and that the application will be held before being processed for payroll deduction by the appropriate payroll official and the Union until completion of 30 calendar days of employment. Employees will further be informed, and the parties agree, that they may revoke in writing a signed Union membership application during this initial 30 calendar days of employment.)

Section 3.10. The Parties agree, upon the written request of either party, to a re-opener of Section 3.2 for determination of the continuation of the full-time Chief Steward only for calendar year 2023. The Parties agree that the determination of the continuation of the full-time Chief Steward for 2023 are subject to re-opening no earlier than one hundred twenty (120) calendar days prior to, and no later than ninety (90) calendar days prior to, December 31, 2022. The requesting party must notify SERB in the appropriate manner for a re-opener of Section 3.2 only. Such re-opener shall be subject to the normal statutory impasse procedures as described in ORC Chapter 4117. Any language agreed upon in the re-opener shall be included as an Appendix to this Agreement.

ARTICLE 4
MANAGEMENT RIGHTS

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

A. Determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as functions and programs of the Department, standards of service, its overall budget, utilization of technology, and organizational structure;

B. Direct, supervise, evaluate, or hire employees;

C. Maintain and improve the efficiency and effectiveness of operations and programs;

D. Determine the overall methods, process, means or personnel by which operations are to be conducted;

E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

F. Determine the adequacy of the work force;

G. Determine the mission of the Department as a unit of government;

H. Effectively manage the work force;

I. Take actions to carry out the mission of the Department as a government unit.

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

ARTICLE 5
LABOR/MANAGEMENT MEETINGS

Section 5.1. The Employer or designee(s) agree to meet with no more than five (5) designated Union representatives and one (1) non-employee Union representative to promote a climate of constructive labor/management relations. Additional Labor/Management Meetings may be scheduled by mutual consent.

A. Either party may request a Labor/Management meeting by submitting a request for the meeting along with agenda items and proposed dates of the meeting. Labor/Management meetings may be canceled by mutual consent.

B. Either party may invite additional employees or non-employees to any Labor/Management meeting to address a specific topic. Such invited person shall only attend during the discussion of the topic for which he/she was invited.

Section 5.2. An agenda will be exchanged by the parties at least seven (7) calendar days in advance of the scheduled meeting with a list of matters to be taken up at the meeting and the names of those Union representatives who will be attending. The purpose of such a meeting shall be:

A. Notify the Union of changes contemplated by the Employer which affect bargaining unit employees;

B. Discuss ways to increase productivity and improve effectiveness;

C. Give the Union the opportunity to discuss issues of interest to bargaining unit employees;

D. Discuss issues of health and safety;

E. Discuss workloads.

F. Discuss organizational equity issues.

Section 5.3. Special Labor/Management meetings can be called at any time by either party for the specific purpose of addressing any matters relating to the health and safety of employees. Such special meetings shall not be scheduled more often than once each quarter unless an emergency health or safety situation exists.

Section 5.4. Following the conclusion of any Labor/Management meeting provided for in this Article, each party shall prepare minutes of the topics discussed at the meeting. Within fourteen (14) calendar days following the meeting, the parties shall exchange copies of such minutes.

Section 5.5. The Employer and the Union agree to participate in training provided by the State Employment Relations Board for the development of a labor management cooperative model designed to create open communication and an efficient and high performance workplace. Upon completion of the training, the parties may then take the next step to develop and implement an appropriate model or discontinue the process.

ARTICLE 6
GRIEVANCE PROCEDURE

Section 6.1. The term "grievance" shall mean an allegation by a bargaining unit employee or the union 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 or those matters which are controlled by the provisions of Federal and/or State laws.

Section 6.2. All grievances must be presented at the proper step and time in progression in order to be considered at the subsequent steps. Grievances involving disciplinary matters (other than written warning or written reprimands) shall be initiated at Step 3 of the procedure. Grievances involving written warnings or written reprimands must be filed at Step 1 and are not subject to arbitration. Any employee or the union 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 not answered by the Employer's representatives within the stipulated time limits may be advanced by the employee or the union to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual written consent of the parties. A copy of the Employer's Step 1 response to all grievances received by the Human Resources Department will be provided to the Chief Steward and/or representing steward.

Section 6.3. When a group of bargaining unit employees desire to file a grievance involving an alleged situation that affects more than one bargaining unit employee in a similar manner, it is a "Group" grievance. At least two (2) employees, aside from the union steward, shall sign the group grievance. The names of all employees covered by the group grievance must be provided to the Employer on or before the date of the Step 3 grievance hearing. The remedy or resolution of the alleged grievance shall apply to each employee affected by the grievance.

A "class action" grievance is one filed by the union and signed by a union steward, that impacts all employees in the bargaining unit, or all employees in a division or work unit or classification.

Group and class grievances may be filed directly at Step 3.

Section 6.4. All grievances to be considered must contain the following information when applicable and must be filed using the AFSCME Grievance Report Form:

A. Grievant name and signature
B. Grievant classification
C. Date grievance was filed in writing
D. Date alleged incident occurred
E. Location where alleged incident occurred
F. Description of alleged incident giving rise to the grievance
G. Specific Articles and Sections of the Agreement violated as known on the date that the grievance was filed (the Grievant must cite at least one (1) Article or Section of the Agreement or the form will be deemed faulty and will be returned to the Grievant)
H. Desired remedy to resolve grievance
I. Steward's name and signature.

Section 6.5. Employees are encouraged to attempt resolution of potential grievances through informal discussions with their supervisors, prior to filing a written grievance. It is the mutual desire of the Employer and the Union to provide for the prompt adjustment of grievances in a fair and reasonable manner, with a minimum of interruption of work schedules. Every reasonable effort shall be made by both the Employer and the Union to affect the resolution of grievances at the earliest step possible. In the furtherance of this objective, two grievance procedures are available to the employee, the Peer Review procedure, and the Traditional Procedure. An employee must choose one of the two procedures for grievance processing listed in Section 6.6 or 6.7, but not both.

Section 6.6. **Peer Review Procedure:**

For employees who desire to file a grievance that would be initiated at the traditional Step 1 grievance level and involve issues including written warning, written reprimands, and the results of performance evaluations, an alternative Peer Review Procedure is available. Such procedure is not available for grievances involving suspensions, removals, or job audits.

An employee having a grievance shall file a written grievance with his/her immediate supervisor as outlined in the Table of Organization for his/her department. In order for the grievance to be recognized, a properly completed grievance form indicating Peer Review Procedure must be filed within fourteen (14) calendar days from the date of the incident giving rise to the alleged grievance.

A hearing shall be scheduled by the Peer Review Coordinator from Human Resources within seven (7) calendar days of receipt of the grievance. The panel will consist of two (2) bargaining unit members and one (1) management member. The panel will hear the grievance, determine if a violation of the contract has occurred and make a written decision, which is final and binding.

The panel's decision is not arbitrable. The finding will be issued to the employee, the employee's chain of command, Human Resources, and the Chief Steward and/or representing steward.

Section 6.7. **Traditional Procedure:**

STEP 1 - IMMEDIATE SUPERVISOR: An employee having a grievance shall file a written grievance with his/her immediate supervisor as outlined in the Table of Organization for his/her department. In order for the grievance to be recognized, a properly completed grievance form must be filed within fourteen (14) calendar days from the date the grievant had knowledge of the incident-giving rise to an alleged grievance. The immediate supervisor and/or team leader shall schedule a hearing with the employee and, if the employee chooses, his/her steward, within seven (7) calendar days of receipt of the grievance and shall respond to the grievant in writing fourteen (14) calendar days following the hearing.

STEP 2 - SECTION CHIEF: If the grievant is not satisfied with the response received from Step 1, he/she may pursue the matter by submitting a memo and a copy of the grievance to the appropriate Section Chief, requesting a Step 2 hearing. The request must be filed within fourteen (14) calendar days of receipt of the Step 1 answer. The Section Chief shall schedule a hearing within seven (7) calendar days of receipt. The employee may be accompanied by a Union steward if he/she chooses. The Section Chief, after review and investigation of all matters of fact relative to the grievance, shall issue a decision in writing to the grievant within fourteen (14) calendar days following the hearing.

STEP 3 - ASSISTANT DIRECTOR/EXECUTIVE ASSISTANT: If the grievant is not satisfied with the response from Step 2, he/she may pursue the matter by submitting a memo to the appropriate Assistant Director/Executive Assistant, requesting a Step 3 hearing. The memo should be accompanied by a copy of the original grievance, along with the two (2) previous replies, and shall be filed within fourteen (14) calendar days of receipt of the Step 2 response. A hearing shall be scheduled within seven (7) calendar days of the Assistant Director/Executive Assistant's receipt of the grievance. The employee may be accompanied by a Union representative if he/she chooses. The Assistant Director/Executive Assistant, after review and investigation of all matters of fact relative to the grievance, shall issue his/her decision in writing to the Agency Director, within fourteen (14) calendar days of the hearing. The Agency Director shall then add any comments or findings and issue the final decision to the grievant within twenty-one (21) calendar days of the hearing. The Director may hold such hearings, as he/she deems necessary.

MEDIATION: After the issuance of the Step 3 response, the parties may, by mutual agreement, address the matter in mediation with the assistance of a mediator appointed by the Federal Mediation and Conciliation Services (FMCS) to conduct a grievance mediation service. The time for initiating Step 4 of the grievance process shall be suspended at that point and shall remain suspended until the conclusion of the mediation or sixty (60) days whichever is earlier. The session will be done in an informal manner as determined by the mediator. The mediator will attempt to resolve the dispute and may make recommendations to the parties regarding the settlement of the dispute. The recommendations of the mediator are not final and binding and any settlement of the grievance at this step will be based upon the mutual agreement of the parties. All mediation

proceedings shall be conducted in accordance with and subject to the Uniform Mediation Act, Ohio Revised Code Sections 2710.01 et seq. and the mediation rules of FMCS.

Written materials presented to the mediator will be returned to the party presenting them at the conclusion of the mediation conference.

Actions taken as a result of mediation are not precedent setting nor do they constitute Department policy or practice.

The grievant or representative of the grievance group shall have the right to be present at the mediation conference.

The Department and the Union shall have not more than four (4) participants each present at the mediation.

STEP 4 - ARBITRATION: If the grievance is not satisfactorily resolved at Step 3, it may be submitted to Arbitration upon request of the Union in accordance with this Section of this Article.

The Union, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within fourteen (14) calendar days from the date the final answer is received by the Union on such grievance under Step 3 in the grievance procedure, the Union shall notify the Employer in writing of its intent to seek arbitration over an unadjusted 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 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's representatives.

A. Within thirty (30) calendar days after the Employer's receipt of the Union's written notification to arbitrate, the Union shall request from the Federal Mediation and Conciliation Service (FMCS) a panel of nine (9) arbitrators who reside in Ohio, or whose principal business is located in Ohio. Within fifteen (15) calendar days after receipt of the panel, the parties shall then choose an arbitrator by alternately striking a name from the list until one (1) name remains as the arbitrator chosen by the parties. The parties will alternate who strikes first. Prior to striking names, each party may once reject a list in its entirety and request a new list. Should either party reject a list, the same procedure for requesting the first panel shall be followed to request a succeeding panel as stated above, except that the party rejecting a panel is responsible for requesting a new panel.

B. The arbitrator shall limit his/her decisions strictly to the interpretation, application, or enforcement of the specific Articles and Sections of this Agreement. It is further understood that the arbitrator shall be without jurisdiction or authority to detract from, alter, add to or otherwise amend in any respect any of the provisions, supplements, or appendices of this Agreement. Nor shall the arbitrator find any grievance to be meritorious unless first finding that a specific provision of this Agreement has been violated as alleged and that the arbitrator has jurisdiction over the matters grieved.

C. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. The arbitrator may consider whether prior oral or written reprimands were proper when ruling upon more severe disciplinary actions.

D. 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 non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

E. The decision of the arbitrator in all matters 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 argument, or the filing of any briefs, whichever occurs later.

F. The costs and fees of the arbitrator shall be borne by the losing party. In the event that the arbitrator's decision fails to grant the requested award of either party and represents a "split decision", the costs and fees of the arbitrator shall be borne equally by the parties. The arbitrator shall be requested to rule on the assignment of costs at the time of presentation of the award. 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 copy of the transcripts.

G. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing. The expenses of any non-employee witness shall be borne, if any, by the party calling them.

Section 6.8. Whenever a time limit provided for in this Article ends on a Saturday, Sunday, or holiday, such time period shall be extended to the end of the next calendar day that is not a Saturday, Sunday, or holiday.

Section 6.9. When an employee covered by this Agreement chooses to represent himself/herself in Steps 1 through 3 of the grievance procedures, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the employer will notify the Union President and/or Chief Union Steward and any appropriate non-employee Union representative in writing of his/her right to be present at the adjustment.

ARTICLE 7
DISCIPLINE

Section 7.1. The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. The Employer may take this type of action for actions while the employee is on duty or off duty representing himself/herself as an employee of the Hamilton County

Department of Job and Family Services, or for actions which reflect directly on the Employer and violate the Employee's standards of conduct. Forms of disciplinary action are:

A. Written warnings
B. Written reprimands
C. Suspensions without pay
D. Reduction in pay and position
E. Discharge from employment

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

Section 7.3. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, or any other failure of good behavior, or any other acts of misfeasance, malfeasance, or nonfeasance shall be cause for disciplinary action.

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

Section 7.5. Pre-disciplinary conferences will be conducted by a neutral administrator selected from those administrators not directly in the chain of command of the employee. The Employer, or his designee, shall select the neutral administrator.

Section 7.6. Not less than three (3) working days prior to the scheduled date of the pre-disciplinary conference, the Employer shall provide to the employee a written notification of the date, time and place of the pre-disciplinary conference, and a written outline of the charges which may be the basis for disciplinary action. Such outline shall include specific reference as to the date, time and place of the incident(s) or event(s) that will be presented at the pre-disciplinary conference, as known to the representative of the Employer at the time of issuance of the notification. Following the issuance of the notification and prior to the date of the conference, any additional information as developed by the representative of the Employer shall be immediately provided to the employee and the Chief Steward or their designated Union representative.

The employee must choose to [1] appear at the conference to present an oral or written statement in his/her defense; or [2] appear at the conference and have one (1) chosen representative present an oral or written statement in defense of the employee; or [3] elect in writing to waive the opportunity to have a pre-disciplinary conference. Failure to elect and pursue one of these three (3) options will be deemed a waiver of the employee's right to the pre-disciplinary conference. A copy of the pre-disciplinary conference notice shall be furnished to the Chief Steward and/or Union President.

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

Section 7.7. At the pre-disciplinary conference, the neutral administrator will ask the employee or his/her representative to respond to the allegations, which were presented in the pre-disciplinary conference notice.

Section 7.8. At the pre-disciplinary conference, the employee may present any testimony, witness, or documents which explain whether or not the allegations occurred, but the neutral administrator has the right to limit the witnesses' testimony to matters relevant to the allegations, and to limit the redundancy of testimony. The employee or the Union shall provide a list of witnesses and the name and occupation of his/her representative, if any, to the Employer's representative as far in advance as possible, but not later than the workday prior to the pre-disciplinary conference. It is the employee's responsibility to notify his witnesses that he desires their attendance at the conference. Employee witnesses shall not be denied the right to testify at any pre-disciplinary conference, as long as testimony is not redundant to that of prior witnesses.

Section 7.9. The employee and his/her representative will be permitted to confront, and cross examine witnesses subject to the neutral administrator's right to reasonably limit the length and extent of such examination. A written report will be prepared by the neutral administrator concluding whether or not the allegations occurred. The Employer will decide what discipline, if any, is appropriate. The Employer may implement any disciplinary action at any time following the conclusion of the pre-disciplinary conference. A copy of the neutral administrator's report will be provided to the employee and the Chief Steward or representing steward immediately following its receipt by the Employer. The neutral administrator's report will be prepared, unless extenuating circumstances prohibit, within fifteen (15) calendar days of the conclusion of the conference.

Section 7.10. Disciplinary action may be appealed through the grievance procedure pursuant to the terms of Section 6.2 of this Agreement. Grievances involving disciplinary matters (other than written warning or written reprimands) shall be initiated at Step 3 of the grievance procedure. Grievances involving written warning or written reprimands must be filed at Step 1 and are not subject to arbitration.

Section 7.11. No later than the workday prior to the scheduled starting time of a pre-disciplinary hearing, the employee or the Union may present a written request for a continuance. Such request shall contain the reason for requesting a continuance. The Employer shall not unreasonably deny such request. If the disciplinary process results in suspension without pay or termination, such suspension or termination may be made retroactive to the originally scheduled date of the pre-disciplinary conference if the employee has been suspended pending the outcome of the conference.

Section 7.12. Disciplinary action must be implemented within a reasonable period of time from the date the employee was provided with written notification of the allegations. If criminal charges have been filed against an employee, the time limit will not be in effect until all criminal

proceedings are complete. This Section does not prevent the Employer from taking disciplinary action or indefinitely suspending an employee during the pending of criminal proceedings.

Section 7.13. In the case of the termination of an employee for abuse of a resident or another in the care or custody of the Employer, and if the arbitrator determines that just cause for the termination existed, the arbitrator does not have the authority to modify the termination.

Section 7.14. Prior to or at the beginning of any investigative interview which may reasonably be expected to lead to suspension, reduction, or termination of the employee being interviewed, and any conference in which discipline is administered, the Employer shall inform the employee of his/her right to Union representation during such interview or conference.

ARTICLE 8
PERSONNEL FILES

Section 8.1. Each employee may request to inspect his/her official personnel file maintained by the Employer. Inspection of personnel files shall be by scheduled appointment. Appointments shall be during regular scheduled work hours of the Employer's Human Resources Office. An employee shall be entitled to have his/her assigned steward accompany him/her during such review. An employee shall be entitled to a copy of any documents to be placed in or already in the file, which are not considered privileged by State or Federal statutes or regulations. The employee will be provided with a list of State or Federal statutes, upon request, which provide for the privileging of information, prior to viewing his/her file.

Section 8.2. If an unfavorable statement or notation is in the file, the employee shall be given the right to place a statement of rebuttal or explanation in his/her file. Employees may submit, through their supervisors, records of awards or commendations for consideration by the Employer for inclusion in the employee personnel files. Removal or destruction of obsolete information or documentation will be governed by the applicable provisions of the Ohio Public Records Act and Ohio Records Commission administrative procedures.

Section 8.3. Records of written warnings and written reprimands shall cease to have force and effect twelve (12) months from the date of issuance, provided no intervening discipline has occurred. Records of suspension and reduction shall cease to have force and effect twenty-four (24) months from the date of issuance, provided no intervening discipline has occurred. Upon written request of the employee, records of expired discipline will be placed in a separate covered packet within the personnel file. This packet will be pulled by the Employer before the personnel file is made available to the supervisor for inspection, regarding the filling of vacancies.

Section 8.4. The contents of 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 9

PROBATIONARY PERIOD

Section 9.1. Every newly hired employee will be required to complete an initial probationary period. Every promoted employee will be required to complete a promotional probationary period. The initial probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for the length of time designated for the classification group.
Probationary classification groups and initial probationary period length for all purposes of this Article are as follows:

A. All bargaining unit classifications in pay range 1 and below: 150 calendar days.

B. All bargaining unit classifications in pay range 3 and above: 300 calendar days.

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

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

Section 9.3. Any employee, while in his/her initial or promotional probationary period, who has lost work time due to an on-the-job injury or approved leave of absence, shall have his/her initial or promotional probationary period extended by the length of the absence, but in no case for more than six (6) months.

Section 9.4. Any bargaining unit employee who is promoted to a position outside of the bargaining unit and who fails to satisfactorily perform in that position while in his/her probationary period or twelve (12) months, whichever is shorter, may be returned to his/her previous classification, pay range assigned to that classification, and pay rate (adjusted for any wage increases he/she would have been eligible for under this Agreement), and shall not serve an additional probationary period.

Section 9.5. Any bargaining unit employee who is laterally transferred to a classification within the same pay range and who fails to satisfactorily perform in the new classification during a probationary period as described in Section 9.6 of this Article, may be returned to his/her previous classification, and shall not serve an additional probationary period. A bargaining unit employee who is voluntarily reduced to a lower pay range does not serve a probationary period.

Section 9.6. A promoted employee, or an employee laterally transferred per Section 9.5 above, shall serve a probationary period as follows:

A. All bargaining unit employees promoted or transferred to a classification in pay range 1: 120 calendar days.

B. All bargaining unit employees promoted or transferred to a classification in pay range 3: 180 calendar days.

C. All bargaining unit employees promoted or transferred to the classifications in pay range 4 or above: 300 calendar days.

An employee serving a promotional probationary period whose performance is unsatisfactory shall be reduced to his/her former classification, pay range assigned to that classification, and pay rate (adjusted for any wage increases he/she would have been eligible for under this Agreement) at any time during his/her promotional probationary period.

ARTICLE 10
SENIORITY

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

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

A. The following situations shall not constitute a break in continuous service:
   1. Absence while on approved leave of absence
   2. Absence while on approved sick leave or disability leave
   3. Military leave
   4. A layoff of eighteen (18) months duration or less
   5. An employee who is laid off from one bargaining unit classification and re-hired into a different bargaining unit classification within eighteen (18) months of his/her layoff.

B. The following situations constitute breaks in continuous service for which seniority is lost:
   1. Discharge for just cause
   2. Retirement
   3. Layoff for more than eighteen (18) months
   4. Failure to return to work within twenty-one (21) calendar days of a recall from layoff absent extenuating circumstances such as illness, injury, disability, or active military service as defined in Section 22.3 of this Agreement
   5. Failure to return to work at the expiration of leave of absence
   6. A resignation

C. Effective upon execution of this agreement, non-bargaining unit employees who return to the bargaining unit will have bargaining unit seniority credited as follows:
   1. All seniority previously accumulated in bargaining unit status.
   2. All service time accumulated outside the bargaining unit for employees with five or less years of service in non-bargaining unit status with the Employer.
   3. Fifty percent (50%) of all accumulated non-bargaining unit service time or five years, whichever is greater, for employees with more than five years of service with the Employer outside the bargaining unit.

Section 10.3. The Employer shall post a seniority list, once annually, showing the continuous service of each employee. One (1) copy of the list shall be furnished to the Union. Where two (2) or more employees have identical hire dates, they shall be listed alphabetically on the seniority list.

ARTICLE 11
LAYOFF AND RECALL

Section 11.1. Whenever the Employer determines that a layoff or job abolishment is necessary within either a work Section or classification, the following procedures shall apply:

A. Within the affected work Section or classification, employees will be laid off in inverse order of their seniority.

   For purposes of this Article, the following are the current "work sections" subject to change: Children's Services, Child Support, Client Services (which includes FAA, Childcare and Workforce Development), and Shared Services (which includes Information Technology, Fiscal, Quality Assurance, Administration, and Maintenance).

B. Affected employees and the Union will be given no less than thirty (30) calendar days advance written notice of a pending layoff or abolishment. The written notice to affected employees shall include notice of the affected employees' bumping rights to this Article.

C. At least fourteen (14) calendar days prior to the notification required in Paragraph B of this section, the Union and the Employer agree to meet for the purpose of discussing the order of layoff, bumping rights, the order of bumping for laid off employees, and the possibility of laid off employees filling vacancies. At least three (3) workdays prior to the effective date of the layoff notice, the Employer shall provide the Union with a list of (a) all classifications and work sections that will be affected by the layoff; and (b) a copy of the current seniority list.

D. Bumping Rights:

   1. Laid off employees shall not be required to bump but may at their discretion. Employees may not bump to a higher rated classification with a higher pay grade.

   2. Affected employees shall be allowed to bump into affected or non-affected work sections of classifications according to seniority, provided the employee has been previously certified by successful completion of probation in the classification. Part-time employees may bump only part-time employees. Full-time employees may bump either full-time or part-time employees.

   3. If an employee is unable to bump as contained above, an affected employee shall have the ability to move into a funded vacancy, provided the Employer intends to fill such vacancy and the employee has been previously certified by successful completion of probation in the classification. Should the parties agree to changes in classification titles

that do not involve significant changes in job duties, such changes shall not affect an employee's seniority or rights under this Article.

E. Employees laid off shall be paid for all earned but unpaid overtime, compensatory time, personal days, and vacation (if the employee desires and so requests) in a lump sum, or at the rate of eighty (80) hours per pay period until all earned but unpaid earnings are paid (at the employee's option), or until the employee is recalled to work, whichever occurs first.

F. The employer will refer all laid off employees to the HCJFS affiliated employment service, currently known as Super Jobs, for outplacement services.

G. Any employee that is bumped out of his/her position may exercise the same layoff rights outlined in this article.

Section 11.2. Employees laid off shall be placed on a recall list for a period of eighteen (18) months. If there is a recall, employees shall be recalled in the inverse order of lay off. An employee who: 1.) accepts a recall to a lower paid position than the one from which he/she was laid off; 2.) has bumped from his/her position and/or classification; or 3.) was bumped from his/her position and/or classification may claim his/her original position if it becomes available within eighteen (18) months of the original layoff.

Section 11.3. The official notice of recall shall be sent to the employee by certified mail with a copy to the Union. A copy of the official notice of recall shall also be sent to the employee by regular mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee. It is the responsibility of the employee to provide the Employer with written notification of any change in address, telephone number, and/or name during his/her lay off period.

Section 11.4. The recalled employee shall have fourteen (14) calendar days following the date of receipt or attempted delivery of the recall notice to notify the Employer of his/her intention to return to work and shall have twenty one (21) calendar days following the receipt or attempted delivery of the recall notice in which to report for duty, unless a different date for returning to work that is later than the above twenty one (21) calendar day period is otherwise specified in the notice. The recall time periods provided for in this Section may be decreased by mutual agreement of the laid off employee and the Employer.

ARTICLE 12
VACANCIES, PROMOTIONS AND TRANSFERS

Section 12.1. Whenever the Employer determines that a vacancy exists within the bargaining unit which the Employer intends to fill, and such vacancy is not filled through recall from a layoff list or from a transfer list for that classification, the Employer will post a vacancy notice for ten (10) business days. The posting shall include the classification title, working title, work area, rate of pay, education and experience required, minimum qualifications for the classification, if any, the essential knowledge, skills, and abilities required, a summary of the duties, and the closing date of

the posting. Anyone may apply for the vacancy by submitting a completed application to the Employer within the aforementioned time limit.

Section 12.2. All submitted applications will be reviewed by the Employer's Human Resources Section. The most qualified applicants will be interviewed for the position. If the number of applicants for each posted classification is four (4) times the number of vacancies or fewer, then all applicants will be interviewed. As an example, if three (3) vacancies are posted for the classification of Computer Operator 1 and twelve (12) or fewer applications are received, then all applicants will be interviewed.

If the number of applicants for each posted classification is more than four (4) times the number of vacancies, then the Employer is only required to interview the most qualified applicants based on a factor of four (4) times the number of vacancies. As an example, if three (3) vacancies are posted for the classification of Computer Operator 1 and thirteen (13) or more applications are received, then the Employer is only required to interview the twelve (12) most qualified applicants.

At the sole discretion of the Employer or designee, applicants in excess of the minimum number required by the provisions of this Section may be interviewed.

Section 12.3. If the number of applications received exceeds four (4) times the number of posted vacancies as provided for in Section 12.2 paragraph three (3) above, the following factors shall be considered in order to determine which candidates are most qualified and subject to being interviewed:

A. Compliance with minimum qualifications
B. Experience
C. Education
D. Ability to perform the work
E. Records of attendance
F. Records of discipline
G. Any other applicable employment records

If the Employer or designee determines that two (2) or more applicants are equally qualified after reviewing factors A through G above, then seniority shall be used to determine which applicant(s) will be interviewed.

Section 12.4. Following the interview process, the Employer or designee shall award the position to the applicant who, in the best judgment of the Employer, best meets the qualifications for the position. Where two (2) or more employee applicants are equally qualified, the position shall be awarded to the most senior employee.

If there are no qualified internal applicants, the Employer is free to fill the vacancy externally from an established eligibility list of non-internal applicants for the classification vacancy or through a provisional appointment if no list exists.

The decision not to interview an employee shall not be subject to the grievance procedure. In any case where the Union appeals the Employer's decision regarding the filling of a position, the Union must show that the selected employee was not the most qualified.

Section 12.5. Any certified employee may submit a request for transfer by memo to the Human Resources Section. When a vacancy occurs within his/her classification, he/she will be considered for transfer. The denial of a transfer from the transfer list shall not be subject to the grievance procedure. All requests for transfer will expire after three hundred sixty five (365) calendar days from the date of submission. However, an employee may renew his/her request by filing a new application for transfer. If a transfer is made, the vacancy does not have to be posted. However, if the Employer determines that the position being vacated is to be filled, it shall be posted, unless filled by another transfer.

Section 12.6. The Employer may reassign any employee to any other position within that employee's classification in order to meet the operational need of the Department. The Employer will provide as much advance notice to an affected employee as is feasible.

Section 12.7. Any employee who believes he is improperly classified may submit a request for a position audit to the Employer's Human Resources Section along with sufficient information to raise the question of proper classification. The Union President or their Designee also has the right to file a request for a job audit on behalf of a bargaining unit employee. The Employer's Human Resources Section shall, where the question has been raised, notify the employee within twelve (12) weeks of the request as to whether or not a reclassification is in order. If a reclassification is in order, the affected employee will be placed in the appropriate pay range which provides a minimum four (4) percent increase. A change in pay range and increase will be effective the first day of the pay period, following receipt of the audit request in Human Resources. If the employee is not satisfied with the determination, he may file a notice of appeal with the Union and the Employer. Reclassification appeals shall be heard by an arbitrator (or arbitrators) selected in the same manner as in the grievance procedure, except that FMCS shall be requested to limit the panel nominees to classification specialists if available. Reclassification appeals shall be scheduled no more often than three (3) times annually. The arbitrator shall determine the effective date of any reclassification, which shall not be earlier than the date of the initial request for a position audit. The costs of arbitration regarding reclassification appeals shall be shared equally by the parties until a total of six thousand dollars ($6,000, $3,000 by each party) per calendar year has been expended. Thereafter, arbitration costs shall be paid by the party requesting the audit.

ARTICLE 13
PERFORMANCE EVALUATION

Section 13.1. All performance evaluation policies and procedures as established by the Employer shall be applied to bargaining unit employees in a consistent and equitable manner.

Annual performance evaluations shall occur within 30 days of the exempt staff deadline. Failure of the Employer to complete an employee's annual performance evaluation within thirty (30) calendar days of the due date, unless unusual circumstances exist, shall be subject to the grievance

procedure. Grievances pursuant to this paragraph shall be submitted directly to Step 3 of the grievance procedure.

In addition to the annual performance evaluation, the Employer may conduct additional performance evaluations as deemed necessary.

Section 13.2. When an employee has worked under the direction of more than one (1) primary supervisor during any evaluation period, the input of the two (2) primary supervisors with the most time as supervisor of the employee shall be considered in the preparation of the performance evaluation.

Section 13.3. The results of any performance evaluation may be grieved but shall not be subject to the arbitration procedure provided for in this Agreement.

Section 13.4. Employees shall complete the online portion of the performance review by the deadline assigned by their chain of command. Employees may record comments and examples within each Standard and/or in the Comments tab. The employee shall acknowledge that he/she has completed an annual review of key policies by selecting the Key Policy review tab. Once completed, the employee shall access the Review and Submit tab and click Submit. After the performance review is completed and reviewed, the employee and supervisor will discuss and review the completed performance review, including suggested changes (if any), prior to submission to the Reviewer. When the employee checks the box acknowledging, the performance review is completed. The employee's acknowledgement of the performance review does not necessarily indicate agreement with the content of the performance review; only acknowledgment it was received and reviewed.

Section 13.5. If and when the Employer chooses to change the performance evaluation form, the Employer will solicit input from the Union prior to implementation.

ARTICLE 14
WORK RULES

Section 14.1. Every employee shall be issued, or have access via computer terminal, a copy of the Hamilton County BOCC Human Resources Policy Manual. The Union President and all stewards as designated by the Union in compliance with Section 3.2 of this Agreement shall be issued a complete copy of or have access via computer terminal to the Hamilton County BOCC Human Resources Policy Manual.

Section 14.2. Every employee shall be informed of, and shall have access to, any other work rules, regulations, standard operating procedures and/or orders which are applicable to his/her position. Copies of all written changes in work rules, regulations, standard operating procedures and/or orders shall be provided to the Union President prior to implementation, if feasible.

Section 14.3. The Employer agrees that all such rules, regulations, standard operating procedures and/or orders shall be applied uniformly within the group or groups of employees to whom they are applicable.

ARTICLE 15
HOURS OF WORK AND OVERTIME

Section 15.1. The work schedule of each bargaining unit employee shall be determined by the Employer. The standard workweek for all full-time employees covered by the terms and conditions of this Agreement shall be forty (40) hours, exclusive of a forty-five (45) minute lunch period per work day. The standard workweek is to be used to calculate overtime and does not constitute a guaranteed workweek. The workweek shall be computed between 12:01 AM on Thursday of each calendar week and 11:59 PM the following Wednesday. Employees working in twenty-four (24) hour facilities will be scheduled in accordance with the provisions of the Fair Labor Standards Act. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or week. Overtime shall be defined as being in active pay status for more than forty (40) hours in a workweek. The term active pay status as used in this Article shall include all hours worked and all hours on vacation leave, holiday leave, paid leave of absence, and/or compensatory time off, but shall not include hours on sick leave, disciplinary suspension, or any unpaid leave of absence.

Section 15.2. When an employee is required by the Employer to be in active pay status more than forty (40) hours in a work week, he/she shall be compensated for such time over forty (40) hours at the rate of one and one half (1 1/2) times his/her regular hourly rate for each one (1) hour, or fraction thereof, of overtime worked. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

For overtime worked that is mandatory, an employee may choose to be compensated for the overtime worked either by payment or compensatory time.

For overtime worked that is voluntary, the employee will be compensated for overtime hours worked by payment only.

For mandatory overtime, the Employer shall provide at least one (1) business days' notice to the employee(s), unless it is an emergency situation involving an essential function of the position. Employees may accumulate up to two hundred (200) hours of compensatory time. Compensatory time may be used for any reason, so long as the employee requests such time through written request to his immediate supervisor.

Requested compensatory time may be granted by the immediate supervisor based on the workload of the department or work area. Requests for use of compensatory time shall not be unreasonably denied.

Upon termination, the employee shall be paid for all compensatory time at his/her current hourly rate of pay or his/her average hourly rate for the past three (3) years, whichever is higher. Upon death of the employee, accumulated compensatory time shall be paid to the employee's estate.

Section 15.3. Each employee shall be granted a fifteen (15) minute rest period which will be scheduled by the immediate supervisor approximately at midpoint in the first one half (1/2) of the

employee's regular work shift and in the second one half (1/2) of the employee's regular work shift. Changes in the employee's scheduled rest period must be authorized by the employee's immediate supervisor. An employee may use one (1) regular rest period to extend his/her lunch period unless operational needs prohibit. Rest breaks shall not abut an employee's starting or quitting times.

Section 15.4. By mutual agreement with his/her supervisor, an employee may temporarily establish a time for reporting for work or a time for leaving work at the end of the workday that differs from the normal starting or leaving time. The establishment of such a temporary flex-time schedule for any employee shall not be considered a precedent for any other employee or supervisor. The supervisor may require the employee to resume the normal starting or leaving times if the change is necessary for the efficient operation of the department or work area.

Section 15.5. An employee called in to work at a time outside his/her regularly scheduled shift, which call-in does not abut his/her regularly scheduled shift, shall be paid a minimum of two (2) hours at time and one half (1 1/2) the regular rate of pay.

Section 15.6. This Article is meant to guarantee only the minimum standards provided under the Fair Labor Standards Act. The parties agree that in the event a complaint is filed with the Department of Labor concerning compliance with the Fair Labor Standards Act, the minimum standards of the Act are to be applied in determining whether there has been a violation.

ARTICLE 16
WAGES

Section 16.1. Pay ranges and effective dates as they apply to bargaining unit classifications are contained in Appendix A and Appendix B of this Agreement and are incorporated herein as if fully rewritten.

Section 16.2. The following procedures shall govern the placement of newly hired bargaining unit employees within their assigned pay range:

A. New hire employees shall normally be hired at the minimum of the pay range for their classification.

B. In time of serious labor market shortages, as determined for a classification by the Employer, new hires may be assigned a starting rate above the minimum of the pay range for the classification so designated. Whenever the Employer hires at a rate above the minimum due to labor market shortages, all employees currently employed at the lower rate shall be raised to the rate equal to that of the new hire.

C. The Employer may hire new employees at a rate above the minimum when the new employee's qualifications exceed either established minimum qualifications for the class or minimum qualifications established for associated training classifications linked to that classification. Such determinations shall be at the sole discretion of the Employer, and shall not affect the rate of other employees, regardless of their current rate.

Section 16.3. Newly hired or promoted bargaining unit employees serving in the first half of probation shall be ineligible for merit and supplemental pay. Upon successful completion of the first half of probation, a bargaining unit employee shall become eligible for merit and supplemental pay at the next distribution of such pay, provided he/she has satisfactorily completed his/her probationary period or is making satisfactory progress toward completion.

Promoted employees shall serve a promotional probationary period as provided for in Section 9.6 of this Agreement, with the exception of those employees promoted to trainee classifications. Promoted employees shall either receive a four (4) percent increase or be placed in the minimum of the new pay range, whichever is greater, at the beginning of the pay period following promotion.

Newly hired employees and employees promoted to trainee classifications will be required to serve a promotional probationary period as provided for in Section 9.1(B) of this Agreement. At the beginning of the pay period following a promoted employee's first one hundred eighty-two (182) calendar days of service, he/she shall be temporarily reassigned to the classification for which he/she is being trained and placed in the minimum for that classification provided the employee is making satisfactory progress toward completion of probation. Upon successful completion of probation, the trainee will be permanently assigned.

Section 16.4. Employees who are temporarily assigned in writing by the Employer to the duties of a position which carries a higher pay range shall be eligible for a temporary work level pay adjustment beginning on the first working day of the assignment. Such temporary assignments shall not exceed twelve (12) continuous weeks. Pay adjustments under this provision shall be to the minimum rate for the classification of the temporary assignment or four (4) percent, whichever is greater. Temporary assignments resulting from approved leaves of absence may be extended for the length of the approved leave.

Section 16.5. When bargaining unit employees are assigned to second or third shift work schedules in work units that operate on a twenty-four (24) hours per day and seven (7) days per week basis, the wage level for their classification as defined in Appendix B of this Agreement shall be increased by five percent (5%).

ARTICLE 17
INSURANCE

Section 17.1. The Employer shall make available to all eligible bargaining unit employees the same major medical/hospital care insurance plans and dental plans that are available to non-bargaining unit Hamilton County employees who are in classified civil service positions. If such non-bargaining unit Hamilton County Employees are required to pay a portion of insurance premiums for the insurance plans, the same contribution shall also apply to bargaining unit employees.

Section 17.2. Plan years run from January 1 through December 31. All insurance contributions provided for in this Article shall be through payroll deduction.

Section 17.3. All eligible bargaining unit employees will be provided the same life insurance as non-bargaining unit employees.

Section 17.4. Part time (those employees who work less than an average of 30 hours per week), temporary, seasonal, interim, and intermittent employees are ineligible for insurance plans provided for in this Article.

Section 17.5. The Employer agrees to indemnify and defend from liability any employee from actions arising out of the employee's lawful performance of his/her official duties.

ARTICLE 18
HOLIDAYS

Section 18.1. Employees shall be entitled to the following paid holidays, provided the employee is in active pay status the scheduled workday immediately preceding and immediately following:

New Year's Day .....1st Day of January
Martin Luther King Day .....3rd Monday of January
Presidents Day .....3rd Monday of February
Memorial Day .....Last Monday in May
Juneteenth.....19th of June
Independence Day .....4th Day of July
Labor Day .....1st Monday in September
Veterans Day .....11th Day of November
Thanksgiving Day .....4th Thursday of November
Day after Thanksgiving .....Friday after Thanksgiving
Christmas Eve* .....24th Day of December
Christmas Day .....25th Day of December

* The Christmas Eve holiday shall be four (4) hours paid holiday leave.

Section 18.2. 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 18.3. If an employee's work schedule is other than Monday through Friday, he/she is entitled to holiday pay for holidays observed on his/her day off regardless of the day of the week on which they are observed.

Section 18.4. Any work performed by an employee on any one of the days listed in Section 18.1 shall be paid for at the rate of one and one half (1 1/2) times the employee's straight time hourly earnings in addition to the holiday earnings, with the exception of the first half of the Christmas Eve holiday.

Section 18.5. Employees shall be paid for the number of hours that they would normally be required to work at their straight time hourly rate for each of the holidays listed in Section 18.1 above when no work is performed on such holidays with the exception of the first half of the Christmas Eve holiday.

Section 18.6. Part time employees shall receive holiday pay according to this Article only for the days on which they are normally scheduled to work and for the hours they are normally scheduled.

Section 18.7. An employee may observe religious holidays provided that the time off is charged to vacation leave, compensatory time, or leave without pay at the employee's discretion. In order to be permitted such day(s) off; the employee must request such time at least twenty-four (24) hours in advance through his immediate supervisor.

Section 18.8. In addition to the personal holidays listed in Section 18.1 above, each bargaining unit employee who has completed his/her initial probationary period shall be entitled to four (4) hours of personal leave during each calendar year. Such leave shall be requested by the employee no less than twenty-four (24) hours in advance in Attendance on Demand. 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 be unreasonably denied. Personal leave time may be used in ¼ of an hour increment. If a bargaining unit employee fails to pre-schedule 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 day later than December 31st.

ARTICLE 19
VACATION

Section 19.1. Full time bargaining unit employees shall earn vacation leave according to their number of years of service with the Employer, the State of Ohio, or any political subdivision of the State of Ohio as follows:

A. Less than five (5) years completed; rate of accumulation is 3.1 hours per pay period.

B. Five (5) years of service but less than ten (10) years completed; rate of accumulation is 4.6 hours per pay period.

C. Ten (10) years of service but less than fifteen (15) years completed; rate of accumulation is 6.2 hours per pay period.

D. Fifteen (15) years or more service completed; rate of accumulation is 7.7 hours per pay period.

The accrual rate shall be prorated for permanent, part-time employees, based on the number of hours worked in each pay period.

Section 19.2. Vacation credit accrues while on vacation, paid military leave, sick leave, personal days, and compensatory time off. No vacation credit is earned while an employee is in no-pay status including layoff, leave of absence and disciplinary suspension. Prorated vacation credit is given for any part of a pay period.

Section 19.3. Vacation leave may be taken in ¼ hour increments. Requests for vacation leave shall be made in Attendance on Demand by the employee to the employee's supervisor prior to any use of vacation leave. Authorization for vacation or denial of vacation request shall be promptly furnished in Attendance on Demand to the employee. Vacation requests shall not be unreasonably denied. An employee who exhausts all sick leave during an absence may request in Attendance on Demand to use emergency vacation leave during the period that would otherwise have been unpaid absence.

Such request shall not be unreasonably denied. The granting of emergency vacation leave in such instances does not imply that the Employer has authorized the leave.

Section 19.4. Vacation leave may be accrued up to the Maximum Vacation Balance. Any excess accrual shall be forfeited when it exceeds the maximum.

1. Employees Hired Prior to 5/30/2019

Years of Service	Maximum Vacation Balance
Less than 5 years	240 Hours (120 Part-Time)
5th Anniversary	360 Hours (180 Part-Time)
10th Anniversary	480 Hours (240 Part-Time)
15th Anniversary	600 Hours (300 Part-Time)

2. Employees Hired or Rehired on or After 5/30/2019

Years of Service	Maximum Vacation Balance
Less than 5 years	100 Hours (50 Part-Time)
5th Anniversary	200 Hours (100 Part-Time)
10th Anniversary	300 Hours (150 Part-Time)
15th Anniversary	400 Hours (200 Part-Time)

Section 19.5. First year employees may request to use accrued vacation leave. Any employee who separates from service within the first year for any reason except involuntary layoff shall forfeit all rights to accrued but unused vacation.

ARTICLE 20
SICK LEAVE

Section 20.1. Bargaining unit employees shall accrue sick leave at the rate of three and one-tenth (3.1) hours for each 80 hours of service, or while in active pay status, (i.e. during paid vacation, sick leave, holiday leave, paid leave of absence, personal days, and/or compensatory time off) for the first five (5) years of employment. Upon completion of the five (5) years of service (130 pay periods), sick leave shall be accrued at the rate of 4.6 hours for each eighty (80) hours of service. Sick leave credit shall not be accrued during any unpaid leave or disciplinary suspension. Advance use of sick leave shall not be granted. Sick leave is accumulative without limit.

Section 20.2. Sick leave shall be granted to an employee, upon approval by the Employer, for the following reasons:

A. Illness, injury, or pregnancy-related conditions 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. Death of a member of the employee's immediate family. Such usage shall be limited to a reasonably necessary time, not to exceed five (5) days. One of the days must be the date of the funeral.

E. Illness, injury, or pregnancy-related condition 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.

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 necessary, and when such examination cannot be scheduled during non-work hours.

For the purpose of this article, the definition of immediate family shall be the employee's:

- Mother
- Father
- Son
- Daughter
- Brother
- Sister
- Spouse
- Grandparent
- Grandchild
- In-laws: mother/father/daughter/son/sister/brother
- Legal guardian or other person who stands in the place of a parent (loco parentis)
- Other individual residing in the employee's household
- Step-children, step-father, step-mother, step-brother, step-sister

Section 20.3. When an employee is unable to report to work due to illness or injury, he/she shall notify his/her immediate supervisor or other designated person at least one half (1/2) hour after the scheduled starting time and one (1) hour prior to the scheduled starting time if the employee works a twenty-four (24) hour facility, on each day of absence unless other arrangements are made with the employee's supervisor.

Section 20.4. Upon return to work an employee shall submit a leave request in Attendance on Demand for each use of sick leave. The Employer may require an employee to furnish a medical statement prior to the final authorization of sick leave.

Section 20.5. In order to receive sick leave pay, a bargaining unit employee must comply with all Departmental rules and regulations governing the application and use of such leave. Sick leave usage, when approved, shall be charged in minimum units of ¼ hour increments.

Section 20.6. An employee with ten (10) or more years of service with the Employer, or ten (10) or more years of public service with political subdivisions of the State of Ohio, who retires from active service with the Employer, shall be paid for fifty percent (50%) of the value of his/her

accrued but unused sick leave, up to a maximum payment of seven hundred twenty (720) hours. Payment shall be based upon the employee's rate of pay at the time of retirement.

Section 20.7. In the event of the death of a bargaining unit employee who has at least ten (10) years of service with Hamilton County, regardless of other public service credit, the accrued but unused sick leave credit of any such employee shall be paid in accordance with Section 2113.04 of the Ohio Revised Code, or to the estate of the employee. Such payment shall be made in accordance with Section 20.6 of this Agreement, except that payment shall be based upon the employee's rate of pay at the time of death.

Section 20.8. Newly hired bargaining unit employees shall complete at least six (6) months of service with the Employer before any request to use such leave can be authorized. The six (6) month period will be calculated from the date of hire and will be fulfilled upon the completion of thirteen (13) pay periods.

ARTICLE 21
EARNED PERSONAL DAYS OFF

An employee who does not use any sick leave (including sick leave designated as FML) 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. Each four (4) month period begins with the first day following the last incident of sick leave usage and ends one hundred twenty (120) calendar days later. Employees must be in work 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 on the basis of the employee's seniority with the Employer, subject to the following conditions:

A. Personal days shall be approved and scheduled in accordance with the workload requirements of the Employer.

B. Personal days may be granted in ¼ hour increments where the operational needs of the Employer permit.

C. Requests for usage of personal days (other than for reasons of employee illness) shall be made in Attendance on Demand by the employee 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 made in Attendance on Demand upon the employee's return to work.

D. Personal days must be used within the payroll year in which they are earned; otherwise, they shall be paid on the first payroll in January of the following payroll year. For purposes of this Article, a payroll year shall be defined as beginning on the first day of the first pay period for a year and ending on the last day of the last pay period of that year.

E. When sick leave is approved for the death of a member of the employee's immediate family as provided for in Section 20.2(D) of this Agreement, such use of sick leave shall not

constitute a disruption of the employee's ability to earn personal days off as provided for in this article.

ARTICLE 22

LEAVES OF ABSENCE

Section 22.1. **UNPAID LEAVES OF ABSENCE:** The Employer may, upon written request of an employee and with sufficient advance notice, grant an unpaid leave of absence subject to the following conditions:

A. Leaves for personal reasons are limited to six (6) month's duration but may be extended by the Employer upon written request.

B. Leaves to attend educational courses reasonably related to the Employer's function are limited to a maximum duration of two (2) years. An employee granted an educational leave must work the length of the leave upon return before they may apply for any additional educational leave.

C. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's position is no longer available.

D. An employee may return to work before the scheduled expiration of leave as requested by the employee and agreed to by the Employer. If an employee fails to return to work at the expiration of an approved leave of absence, such employee, absent extenuating circumstances, shall be terminated from employment, and shall not receive seniority credit during the period of the leave.

Section 22.2. **FAMILY AND MEDICAL LEAVE:**

A. Upon receipt of written request by a bargaining unit employee who has completed twelve (12) or more months of service and has worked at least 1250 hours during the preceding twelve (12) month period, the Employer or designee shall grant an unpaid leave of absence not to exceed twelve (12) calendar weeks for the birth of an employee's child, for the adoption of a child by an employee, for the serious health condition of a spouse, son, daughter, or parent of an employee, or for the serious health condition of an employee. In lieu of granting Family and Medical Leave, the Employer may elect to temporarily assign the employee to an available alternate position that would better accommodate the employee's reason for requesting family and medical leave.

B. Written request for family and medical leave must be presented as far in advance as possible, but not less than thirty (30) days in advance, unless unforeseen circumstances prevent advance notice. Prior to granting family and medical leave, and during the period of family and medical leave, the employee must provide the Employer or designee with any requested documents or information pertaining to the reason for requesting family and medical leave. Family and medical leave is limited to a total of twelve (12) weeks per

employee during each rolling backward[1] year. The Employer shall continue to provide medical insurance during the period of a family and medical leave unless the employee fails to pay his/her portion of the insurance premium.

C. Family Medical Leave shall be without pay except that employees are required to substitute paid leave for any unpaid leave as follows 1) Accrued sick leave shall be substituted for any unpaid leave where the leave is one of the reasons set out in Article 20, Sick Leave; and 2) accrued vacation leave or earned personal time shall be substituted for any unpaid leave for any of the other reasons listed in Section 22.2 (A), and/or that time not covered by accrued sick leave.

D. An employee who fails to return from family and medical leave upon expiration of such leave shall be terminated from employment unless the employee can prove that the condition that caused the family and medical leave has continued to exist, or that uncontrollable circumstances prevented the employee's return to work. Any insurance premiums paid by the Employer during the family and medical leave time period of any employee who fails to return to work upon the expiration of such family and medical leave must be repaid to the Employer by the employee. The Employer may require that the employee be examined by a medical practitioner selected by and paid for by the Employer during any family and medical leave and/or before an employee returns to work from any family and medical leave.

Section 22.3. **MILITARY LEAVE:** All employees who are members of the Army (Ohio) National Guard, the Ohio Defense Corps, the State and Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties for such time as they are in the military service, on field training, or active duty for periods not to exceed a total of one hundred seventy six (176) hours in one (1) calendar year. Employees are required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time. Employees on such leave will continue to be paid their regular pay. The maximum number of hours for which payment will be made in any one (1) calendar year under this provision is one hundred seventy six (176) hours. Employees who are members of those military components listed above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized military leave for the year, except those who are called or ordered to the uniformed services because of an executive order issued by the President or an act of Congress shall be paid the amount required by law (presently $500 per month) or authorized by the Board of Commissioners; provided that the sum of the amounts paid by the Employer and the military shall not exceed the employee's normal gross pay as a County employee. The leave will cover the official period of the emergency and the time necessary to return to work.

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[1] As defined by the Department of Labor, a "rolling" 12-month period measured backward – 12 month period measured backward from the date an employee uses any FMLA leave. Under the "rolling" 12-month period, each time an employee takes FMLA leave, the remaining leave entitlement would be the balance of the 12 weeks which has not been used during the immediately preceding 12 months.

Section 22.4. **DISABILITY LEAVE:** A physically or mentally incapacitated employee who has completed his/her initial probationary period may request a disability leave, not to exceed one (1) year.

To be considered for a disability leave, the employee must:

1. Furnish satisfactory medical proof of such disability;

2. Submit a written request for disability leave to Human Resources no later than one (1) week prior to the start date of the leave, unless reasonable mitigating circumstances exist (NOTE: leave is not automatically granted once the employee's paid leave is exhausted); and

3. Be one of the following:
   a. Hospitalized or institutionalized;
   b. In a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or
   c. Declared incapacitated for the performance of the essential duties of his/her position by a licensed physician.

All of the employee's accrued paid leave (including sick, vacation, holiday and personal day) shall be used first to cover his/her disability leave. Once all accrued leave is exhausted, the employee shall then go into an unpaid status for the remainder of his/her leave.

When an employee is ready to return to work, he/she shall furnish a statement by a physician releasing the employee as able to return to work to perform the essential duties of his/her position with or without accommodation.

Employer Required Disability Leave: The Employer may require an employee to be examined by a licensed physician, at the Employer's expense. An employee found to be unable to physically perform the essential duties of his position shall be placed on disability leave as described in this Article. Employer- required disability leave may be appealed through the grievance and arbitration procedures. Reinstatement after disability separation shall be governed by Section 4.7 of the Hamilton County Board of Commissioners' Policy Manual.

Section 22.5. **CIVIC DUTY LEAVE:** The Employer shall grant full pay where an employee is summoned for any jury duty or subpoenaed as a witness (outside the scope of his employment) by any court or by any agency listed in this Article. All compensation received by the employee for such duty shall be reimbursed to the Employer unless such duty is performed totally outside of normal working hours. An employee released from jury or witness duty prior to the end of his/her scheduled workday shall report to work for the remaining hours. Employees will honor any subpoena issued to them, including those from the Ohio Bureau of Workers' Compensation, the Ohio Bureau of Employment Services, and the State Employment Relations Board.

The provisions of this Section shall not apply to employees 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 juvenile, etc. These absences would be leave without pay, compensatory time or vacation at the discretion of the employee. An employee shall request prior approval for court leave, in order for such leave to be granted. The Employer may require that the employees submit appropriate documentation before any leave provided for in this Section is approved.

Section 22.6. **UNION LEAVE:** Unpaid leave of absence will be granted where practicable to a reasonable number of employees elected or selected by the Union to attend conventions, conferences or educational classes conducted by the Union, provided the Employer is notified in writing as far in advance as is possible. Employees may use vacation leave, personal holiday leave, and/or compensatory time to cover the absence. When joint labor management workshops, conferences or seminars are made available to the parties during working hours by the Federal Mediation and Conciliation Service, State Employment Relations Board or other such neutral agency, employees selected by the union may attend with no loss of pay although approval of such leave and the number permitted to attend with pay is strictly at management's discretion. The Union and Management recognize the value of such programs in the development of a cooperative relationship.

Section 22.7. **INJURY LEAVE:** In the event of an occupational injury or illness incurred as a direct result of performing an assigned function within the scope of the employee's authority, which illness or injury is compensable by Workers Compensation, an employee may "buy back" sick leave used by remitting Ohio Bureau of Workers' Compensation (OBWC) benefits to the Employer. The buy- back of sick time used is subject to the rules and regulations of OBWC and the Employer. The buy- back of sick leave requires a request by the employee and the approval of the Employer and is not an automatic right. In the event an employee is injured due to an assault while performing an assigned function, the Employer shall grant the employee full pay for a period not to exceed twelve (12) weeks, provided the employee applied for and remits all OBWC payments to the Employer.

In lieu of granting injury leave, the Employer may assign the employee to light duty with the approval of, and within the limitations set by, the employee's treating physician.

Section 22.8. **LAYOFF DURING LEAVES:** In the event that any employee on approved leave of absence should be laid off, the Employer shall notify the employee by certified mail at the employee's last known address. Said notification shall include a description of the employee's rights and responsibilities under said layoff. It is the employee's responsibility to provide the Employer with written notice of any change of address, name, and/or phone number during any leave of absence.

Section 22.9. When an unpaid leave of absence is approved by the Employer for any bargaining unit employee, the Employer shall pay the Employer's portion of health insurance premiums in accordance with the provisions of the Employer's Personnel Policy Manual.

Section 22.10. When an unpaid leave of absence is not approved by the Employer for any bargaining unit employee, use of said leave may be subject to discipline as AWOL.

ARTICLE 23
UNIFORMS AND EQUIPMENT

Section 23.1. Whenever the Employer requires an employee(s) to wear a uniform, the Employer shall provide a reasonable number of uniform(s) for the employee's use. Employees are required to reasonably care for any uniforms issued. Building Services workers required to work outside shall be provided with a winter jacket and/or insulated coveralls.

Section 23.2. Employees who damage uniforms in non-work-related activities are responsible for replacement and/or repair of same at their own expense.

Section 23.3. The Employer shall furnish employees with the necessary tools and equipment to perform their jobs.

ARTICLE 24
EXPENSES

Section 24.1. When an employee's duty requires him/her to travel outside of Hamilton County, the Employer shall reimburse the employee for all reasonable and necessary expenses incurred by the employee in the performance of his/her duty, including, but not limited to, expenses incurred for meals, lodging and parking, subject to the travel and transportation polices as established by the Hamilton County Board of Commissioners.

Section 24.2. When an employee is authorized by the Employer to travel on official business and to drive his/her own automobile, the Employer shall reimburse the employee for all miles actually driven for official business by the employee in his/her automobile at the rate per mile as authorized by the Hamilton County Board of Commissioners. When more than one employee travels to the same destination, the Employer may require that such employees travel in the same vehicle in order to reduce travel costs.

Section 24.3. Employees required to use their personal vehicle for business shall be provided with parking or reimbursed for parking expenses.

Section 24.4. Employees who are eligible to participate in and agree to the terms of the HCJFS Mobile Communication Stipend Program shall be issued a monthly stipend to offset costs associated with their business use of mobile communication devices. Effective the month following the ratification and for the duration of this contract, the stipend program will provide eligible employees with a stipend in the amount of thirty dollars ($30.00) per month.

ARTICLE 25
TRAINING AND EDUCATION

Section 25.1. New employees, and employees transferred or assigned to duties or functions substantially different from those previously performed, shall be provided with such orientation and training as is reasonably necessary to permit their gradual introduction to the work load as determined by the service unit or specialty.

Section 25.2. At the Employer's discretion, employees may be permitted leave with pay to attend conferences, workshops, or educational meetings. Said conferences, workshops, or meetings must be pertinent to the mission of the Employer or to the employee's current or prospective duties with the Employer.

Section 25.3. All training required of and authorized for an employee by the Employer shall be paid for by the Employer. All such required and authorized training shall be counted as time worked, including driving time to and from training sites located outside of Hamilton County. On multiple day training sessions where the employee has been authorized by the Employer to remain at or near the training site overnight, the days in training which do not require travel to the site from Hamilton County or to Hamilton County from the site shall be counted as regular workdays, not to exceed the length of the employee's normal work shift.

Section 25.4. The Employer shall pay for all necessary, reasonable, authorized, and approved expenses incident to such training for required meals, lodging, parking, mileage, registration and fees in accordance with the provisions of Article 24 of this Agreement.

ARTICLE 26
CIVIL SERVICE REPORTING REQUIREMENTS

Section 26.1. The Employer and the Union agree that for the purposes of this Agreement, the provisions of Section 9.41 of the Revised Code pertaining to payroll reporting requirements through the Ohio Department of Administrative Services do not apply to bargaining unit employees. It is understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as related to matters covered by this Agreement.

Section 26.2. Whenever an employee separates from service or is otherwise removed from the bargaining unit and subsequently becomes re-employed in Ohio public service within ten (10) years from the date of separation, the Employer shall certify to the successor Employer all information relevant to length of service and appropriate benefits upon written request of the employee.

ARTICLE 27
NO STRIKE/NO LOCKOUT

Section 27.1. The Employer and the Union recognize that a work stoppage of any kind would create a clear and present danger to the health and safety of the public, and this Agreement provides machinery for the orderly resolution of grievances. Therefore, the parties agree that:

A. During the term of this Agreement, the Union shall not, for any reason, authorize, cause, engage in, sanction, or assist in any sick call, work stoppage, strike, sympathy strike, slowdown, or any other concerted activity which would interrupt the operation of services of the Employer during the life of this Agreement.

B. During the life of this Agreement, the Employer shall not cause, permit, or engage in any lockout of the bargaining unit employees unless those employees shall have violated Section 27.1(A) of this Article.

Section 27.2. In addition to any other remedies available to the Employer, any employee, or employees, either individually or collectively, who violate Section 27.1(A) of this Article is subject to discipline or discharge by the Employer.

Section 27.3. In the event of any violation of Section 27.1(A) of this Article, the Union shall promptly do whatever it can to prevent or stop such unauthorized acts including, but not limited to, the preparation and delivery to the Employer a letter addressed to the Employer stating "the strike action is not sanctioned, and all employees should return to work immediately" signed by the ranking Union officer.

Section 27.4. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

ARTICLE 28
SEVERABILITY

Section 28.1. In the event that any provision of this Agreement is found to be invalid because it is in violation of state or federal law, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 28.2. The parties agree that should any provision of this Agreement be found to be invalid; they will schedule a meeting promptly at a mutually agreeable time to negotiate replacement language on the same subject matter.

ARTICLE 29
WAIVER IN CASE OF EMERGENCY

Section 29.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, The Sheriff, County Commissioners or the Federal or State legislature, the Director of Homeland Security, the Federal Emergency Management Agency (FEMA), the local Emergency Management Agency, the Secretary of the Department of Health and Human Services, or the local health district board, such as acts of God, civil disorder, or public health emergency, the following conditions of this Agreement may be temporarily suspended by the Employer:

A. Time limit for the processing of grievances; and

B. All work rules and practices relating to the assignment of employees.

Section 29.2. Upon the termination of the emergency, should valid grievances exist, such grievances shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which such grievance(s) had properly progressed prior to the emergency.

ARTICLE 30
CONTINUING EDUCATION & TUITION REIMBURSEMENT

Section 30.1. To the extent that funds are available, the Employer will endeavor to provide continuing education assistance in the form of tuition reimbursement to eligible bargaining unit employees. This assistance is offered to enhance skill levels among employees, to correct skill or knowledge gaps that may exist, to qualify employees for targeted positions or classifications, to serve as an incentive in employee retention and as a recruitment tool to attract new employees. In addition, the Employer will offer flex time to employees to assist them in their continuing education.

To be eligible to use flextime for college or continuing education classes, the classes must be work-related and not offered at any time other than during standard work hours. The employee must show the following for flex time to be considered: (1) proof of enrollment for each class, and for each semester in which they intend to use flextime; and (2) verification that the class is only offered during work hours. The employee must have management approval prior to using flex time. Flextime is not guaranteed but once approved and the employee has begun taking the class, the flex-time for that employee will not be unreasonably denied or withdrawn.

Section 30.2. To be considered for tuition reimbursement, the employee must be a full-time employee, have successfully completed one (1) year of service with the Employer, not be on any extended leave while taking the class, have acceptable attendance, in the judgment of the employee's direct supervisor be able to handle his/her workload, have acceptable performance evaluations, not currently subject to any serious disciplinary action as determined by the Department, and be willing to sign a work commitment. This commitment shall be discharged at a rate of $100.00 for each month of continued employment following the receipt of reimbursement.

Employees who voluntarily terminate their employment prior to meeting this commitment shall repay the remaining debt. Applications for Tuition Reimbursement must be received and approved within thirty (30) days prior to beginning a course of study. No retroactive payment shall be granted.

Section 30.3. The Employee is responsible for the initial payment of all tuition costs associated with the chosen course of study: books, supplies, lab fees, etc., shall not be eligible for reimbursement. The amount of tuition reimbursement will be based on the cost per credit hour of similar classes on the main campus of the University of Cincinnati, after adjusting for possible differences between quarter credits and semester credits and shall not exceed seven (7) hours per quarter/semester. If an employee selects a college that has a higher cost per credit hour than the University of Cincinnati, the Employee shall be responsible for the difference.

If an employee who is enrolled at an approved college other than the University of Cincinnati in a degree oriented program on the effective date of this Agreement and subsequently changes his/her course of study, attains a degree, or is no longer enrolled in a degree oriented program, all further approved participation in the tuition reimbursement program shall be in compliance with the first paragraph of this Section.

Section 30.4: Tuition reimbursement shall be based on the employee's grade level achieved in each course as follows:

% of Reimbursement Grade
100% reimbursement Grade A or Satisfactory
90% reimbursement Grade B
75% reimbursement Grade C
0% reimbursement for Grade D or below, no grade, incomplete, unsatisfactory, etc.

Pass/Fail classes taken as a requirement of a degree program, where no letter grade is offered, will be reimbursed at the C grade level if a passing mark is attained.

If a grade of "incomplete" is subsequently changed to a Grade C or higher, then the 0% reimbursement will be changed to the appropriate reimbursement rate for such changed grade.

Requests for reimbursement are to be submitted within six months after completion of class.
The maximum amount reimbursable to an employee under this program is $5,250.00 per calendar year.

ARTICLE 31
EMERGENCY SCHEDULING

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

A. Excessive snow and/or ice;

B. Inclement weather;
C. A level III snow emergency as issued by the Hamilton County Sheriff
D. Situations contained in the Hamilton County Ohio Emergency Actions Guidance Manual (e.g., bomb threats, fires, tornados, earthquakes, medical emergencies, riots);
E. Security threats; and
F. Other hazardous incidents.

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

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

Section 31.4. During a declared weather emergency, all essential employees are expected to work unless otherwise advised by the department head or County Administrator. During weather or other emergencies, employees of those departments required to maintain twenty-four (24) hour emergency service are required to report to work. Essential employees, as determined by the Employer, who are required to report to work shall receive an earned personal leave equal to the amount of time worked during a declared work emergency. Personal leave earned during declared work emergencies must be used within the payroll year in which it is earned. The department head or designee may continue to use available personnel beyond regularly scheduled hours, subject to overtime pay provisions as applicable.

Section 31.5. Individual building closures will be handled on a case-by-case basis depending on the severity and duration of the declared emergency.

Section 31.6. Emergency closures pertain only to the shift and/or shifts during which the emergency is in effect, i.e., if an emergency is declared during first shift and lifted prior to the commencement of second shift, then second and third shift employees are expected to report to work.

Section 31.7. During an emergency declared by the County Administrator, if County offices are officially closed to the public and nonessential personnel, employees will be compensated in the following manner:

Employee Type	Reporting to Work?	Compensation
Bargaining Unit ESSENTIAL	Yes, regardless of weather or emergency conditions unless directed otherwise by management	Paid according to the applicable labor agreement
Bargaining Unit NON-ESSENTIAL	No, do not report until next scheduled shift unless otherwise directed by management	Paid for regularly scheduled shift
Employee on scheduled leave	N/A	Charged with leave time, regardless of declared emergency

ARTICLE 32
DURATION

Section 32.1. This Agreement shall be effective 12:01 a.m., January 1, 2021 (the "Effective Date"), regardless of the execution date, except where individual articles and/or sections reference a different effective date, and shall remain in full force and effect until 12:00 a.m. midnight, December 31, 2023.

ARTICLE 33
ADOPTION ASSISTANCE

Section 33.1. 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 34
POLL WORKER LEAVE

Section 34.1. All employees covered by this Agreement shall be eligible to participate in the Employer's Poll Worker Leave Program under the same terms and conditions, and with the same benefits, applicable to other employees of the Employer.

ARTICLE 35
NON-DISCRIMINATION

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

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

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

SIGNATURE PAGE

IN WITNESS WHEREFORE, the parties hereunto signed by their authorized representative this 9th day of June, 2021

FOR THE HAMILTON COUNTY BOARD OF COUNTY COMMISSIONERS

Mr. Jeff Aluotto, County Administrator

Mr. Frank Spataro, Human Resources Director

FOR AFSCME, OHIO COUNCIL 8, LOCAL 1768, AFL-CIO

Mr. Mark Caddo, Staff Representative OC8

Local 1768, President

FOR THE HAMILTON COUNTY DEPARTMENT OF JOB AND FAMILY SERV.

Mr. Tim McCartney, Interim Director

Mr. Michael S. Patton, Assistant Director, Child Support

APPROVED AND JOURNALIZED BY THE HAMILTON COUNTY BOARD OF COMMISSIONERS ON THE _____ DAY OF _____, 2021

APPROVED AS TO FORM

Assistant Prosecuting Attorney

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

APPENDIX A
CLASSIFICATIONS AND PAY RANGES

TABLE 1 - ALPHABETICAL LISTING OF CLASSIFICATIONS

03 Account Clerk 3

03 Accountant 1

05 Adult Protection Worker

04 Child Support Technician

04 Children's Services Benefits Determiner

03 Children's Services Information Writer (Previously "Lifebook Coordinator")

05 Children's Services Worker

06 Children's Services Worker 2

01 Clerical Specialist

03 Computer Support Specialist

01 Consumer Documentation Specialist

03 Consumer Documentation Specialist 2

04 Eligibility Technician

04 Employment Services Technician

05 Field Investigator (Previously "Investigator 3")

01 General Services Worker

01 Office Support Specialist

01 Office Support Specialist 2

04 Public Inquiries Specialist 1

05 Reproduction Machine Operator

05 Social Program Specialist

04 Social Services Worker 3

01 Word Processing Specialist 2

03 Word Processing Specialist 3

TABLE 2 – PAY RANGES

PAY RANGE 01

Clerical Specialist
Consumer Documentation Specialist
General Services Worker
Office Support Specialist
Office Support Specialist 2
Word Processing Specialist 2

PAY RANGE 03

Account Clerk 3
Accountant 1
Children's Services Information Writer
Computer Support Specialist
Consumer Documentation Specialist 2
Word Processing Specialist 3

PAY RANGE 04

Child Support Technician
Children's Services Benefits Determiner
Eligibility Technician
Employment Services Technician
Public Inquiries Specialist 1
Social Services Worker 3

PAY RANGE 05

Adult Protection Worker
Children's Services Worker
Field Investigator
Reproduction Machine Operator
Social Program Specialist

PAY RANGE 06

Children's Services Worker 2

APPENDIX B
BARGAINING UNIT PAY SCALE

Section B1. Effective with the first full pay period of 2021 the hourly pay levels for bargaining unit employees shall be as follows:

AFSCME Pay Grade

BU 71 PAY SCALE						
	Range Minimum			Range Maximum		
Grade	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual
1	$15.00	$1,200.00	$31,200.00	$17.72	$1,417.60	$36,857.60
2	$15.00	$1,200.00	$31,200.00	$18.70	$1,496.00	$38,896.00
3	$15.00	$1,200.00	$31,200.00	$20.88	$1,670.40	$43,430.40
4	$16.73	$1,338.40	$34,382.40	$23.15	$1,852.00	$48,152.00
5	$18.17	$1,453.60	$37,793.60	$26.19	$2,095.20	$54,475.20
6	$20.39	$1,631.20	$42,411.20	$28.03	$2,242.40	$58,302.40

Section B2. In contract year 2021, bargaining unit employees shall receive a three percent (3%) increase. For contract year 2021, all bargaining unit employees shall be provided such three percent (3%) increase regardless of any maximum established above. For contract year 2022, eligible bargaining unit employees shall be provided a three percent (3%) increase subject to the Range Maximums above, and subject to Section B3, below. For contract year 2022, any bargaining unit employee at or above a pay grade maximum shall only get any overage as a lump sum amount. The Parties agree, upon the written request of either party, to a re-opener of the contract for wages only for calendar year 2023. The Parties agree that the wages for 2023 are subject to re-opening no earlier than one hundred twenty (120) calendar days prior to, and no later than ninety (90) calendar days prior to, December 31, 2022. The requesting party must notify SERB in the appropriate manner for a re-opener of the contract for wages only. Such re-opener shall be subject to the normal statutory impasse procedures as described in ORC Chapter 4117. Any language agreed upon in the re-opener shall be included as an Appendix to this Agreement.

Section B3. An employee's hourly rate of pay shall not exceed the established maximum for the assigned pay range. Once an employee's rate of pay is equal to the maximum of the assigned pay range, he/she shall be ineligible for continued merit pay but will remain eligible for supplemental pay. Supplemental pay will acknowledge specific accomplishments during the review period but will not become part of the hourly rate of pay.

Section B4. In the event the Hamilton County Board of Commissioners changes the method of pay during the life of this agreement, either party to the agreement may reopen the contract on the issue of wages only and the parties will commence bargaining pursuant to 4117 of the Ohio Revised Code.

Section B5. The Hamilton County Board of County Commissioners may institute a market adjustment to the County pay scale and increase the minimums and maximums of the pay ranges to ensure competitiveness. If the County takes such action, then the minimums and maximums of the pay ranges in the pay scale above will be adjusted accordingly.

Employees whose hourly wage drops below the new minimum will be adjusted to the minimum. Such adjustment may make the affected employee ineligible for merit and bonus pay at the end of the review period. The pay range adjustment does not affect the pay rate of other employees whose hourly wage is greater than the new minimum.

Section B6. In the event the Employer deems it necessary to maintain staff who possess bi-lingual capacity, it shall notify the Union of such determination. The Employer shall determine appropriate languages, staffing, and other needs in this area. The Employer shall determine the number of bi-lingual employees who shall be eligible for the additional compensation in accordance with its needs. The Employer may put a bi-lingual requirement in its job description and may test for competency relative to bi-lingual capabilities. The parties shall meet and negotiate over the terms of additional compensation to be provided eligible bi-lingual staff under this section; the compensation stipend shall be no less than one percent (1%), nor more than five percent (5%), of the employee's hourly rate of pay.

Section B7. Employees in the job classification of Children's Services Worker assigned to Assessments for a full pay period shall receive a 5% pay differential for that pay period based on the number of hours worked.