

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE HAMILTON COUNTY
BOARD OF COMMISSIONERS**

AND THE

**COMMUNICATIONS OFFICERS
OF HAMILTON COUNTY**

Case No. 2021-MED-09-1129

Effective through December 31, 2024

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PREAMBLE

This Agreement, entered into by the Hamilton County Board of Commissioners, hereinafter referred to as the "Employer", and the Communications Officers of Hamilton County, hereinafter referred to as the "Union," has as its purpose the following:

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

ARTICLE 1 **UNION RECOGNITION**

Section 1.1. The Union, the Communications Officers of Hamilton County, is hereby recognized as the sole and exclusive bargaining representative for certain employees of the Hamilton County Board of Commissioners in all matters of wages, hours of work, benefits and other conditions of employment.

Section 1.2. The employees covered by this Agreement are those listed in the following classifications:

All full-time Communications Officers,

but excluding:

All office clerical employees, confidential employees and professional employees, management level employees, guards, and supervisors as defined in the Code including Director, Communications Supervisor 1, 2, 3 and Secretary 2.

Section 1.3. All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit. In the event that a new classification is created within the department, the Employer shall determine whether the new or changed position will be included in or excluded from the bargaining unit and shall so advise the Union in writing within thirty (30) calendar days. If the Union disputes the Employer's determination of bargaining unit status, the parties shall meet in an attempt to resolve their disagreement within seven (7) calendar days from the Union's notification to the Employer. If the parties agree on the determination, and the change would represent an addition to the bargaining unit, the parties will submit a joint petition to amend or clarify the bargaining unit. If the parties do not agree, either party may seek what recourse it has before the State Employment Relations Board (SERB) pursuant to Chapter 4117 of the Ohio Revised Code and the SERB Rules and Regulations.

ARTICLE 2 **DUES DEDUCTION**

Section 2.1. The Employer shall make payroll deductions from pay or wages of employees upon submission of a signed check-off card for the employee. Amounts deducted shall be remitted to the

Communications Officers of Hamilton County. The Union shall advise the Employer, in writing, of the amounts to be deducted. The Union shall designate, in writing, the address where all payroll deductions provided for in this Article are to be remitted.

The payroll deduction shall be made by the Employer biweekly. The Employer shall be relieved from making any individual check-off deductions upon an employee's: (1) termination of employment, (2) transfer to a job other than one included in the bargaining unit, (3) layoff, (4) an unpaid leave of absence, (5) receipt from an employee of revocation of dues check-off authorization. If an employee has insufficient pay or wages to satisfy the amount to be deducted, the Employer will make successive deductions until the amount to be deducted has been satisfied.

Monies deducted pursuant to the provisions of this Section shall be remitted to the Union within five (5) to fifteen (15) days of the deduction. Each remittance shall be accompanied by the following alphabetical lists: 1) for employees for whom deductions were made, the name, address and social security number of the employee, and the amount deducted; 2) the name of each employee whose name has been dropped from the prior check-off list and the reason for the omission; 3) a roster including the names of all bargaining unit employees.

Section 2.2. The Union will hold the Employer harmless for all monies deducted and remitted to the Union pursuant to the provisions of this Agreement.

Section 2.3. All bargaining unit employees who are not members in good standing of the Union shall be required to pay a fair share fee to the Union as a condition of continued employment.

- A. All bargaining unit employees who do not become members in good standing of the Union shall be required to pay a fair share fee to the Union effective sixty one (61) days from the employee's date of hire.
- B. The fair share fee shall be certified to the Employer by the Union. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deductions.
- C. Payment to the Union of the fair share fees deducted shall be in accordance with Section 2.1 above. The Employer shall provide the Union with an alphabetical list of the name, social security number and address of those employees who had a fair share fee deducted along with the amount of the fair share fee deduction.

Section 2.4. The deduction of the fair share fee does not require the employee to become or remain a member of the Union. The fair share fee shall not exceed the dues paid by bargaining unit employees who are members of the Union. The fair share fee shall comply with all provisions of Ohio Revised Code Section 4117.09(C) and Ohio Administrative Code Section 4117-11-01.

NOTE: For any period of time that Fair Share fees are unlawful, the provisions of this section shall have no force and effect. The Parties acknowledge that at the time of execution of this Agreement, Fair Share fees are currently invalid per *Janus v. AFSCME, Council 31, et al* (US Supreme Court – June 27, 2018).

ARTICLE 3

UNION ACTIVITY

Section 3.1. Union representative(s) shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the Union representative(s) shall identify himself/herself to the Employer or designee. The Employer retains the management right to deny or modify access by the Union representative(s) based on operational need. Access as provided for in this Section shall not be unreasonably denied.

Section 3.2. The Employer shall recognize one (1) bargaining unit employee, as designated by the Union, to act as Union Associate, for the purpose of processing of disciplinary matters, communicating labor/management issues, and for processing grievances in accordance with the grievance procedure. At the union's discretion and approval, alternates may be used for such matters, but may only be members of the negotiating committee as elected by the membership. These designated alternates, shall be recognized as representatives as provided herein. No employee shall be recognized by the Employer as a Union representative until the Union has presented the Employer with written certification of that person's selection.

Section 3.3. The Union shall provide to the Employer an official roster including the Associate and members of the Negotiating Team who, at the discretion of the Union, may be used as alternates as described in Section 3.2. The roster will include:

- A. Name
- B. Home and/or Cellular Telephone Numbers
- C. Union Position Held

Section 3.4. The investigation and writing of grievances shall be on non-work time except where the parties agree an exception is necessary to properly process the grievance. If the grievance hearings are scheduled during an employee's regular duty hours, the employees attending shall not suffer any loss of pay while attending the hearing.

Section 3.5. Rules governing the activity of employee Union representatives are as follows:

- A. The Union agrees that no official of the Union, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees without permission from the immediate supervisor. The Union further agrees not to conduct Union business during on-duty hours except to the extent specifically authorized herein.
- B. Union employee officials shall not conduct Union activities in any work area without notifying the supervisor in charge of that area of the nature of the Union activity.
- C. The Union employee official (Associate) shall cease unauthorized activities immediately upon the request of the supervisor of the area where the unauthorized activity is being conducted or upon request of the employee's immediate supervisor.
- D. A Union employee official abusing the rules of this Section is subject to disciplinary action.

- E. The Union shall select up to a total of four (4) employees to serve as the negotiating committee representatives.
- F. All Associates and bargaining unit employees attending scheduled hearings and/or meetings with the Employer shall suffer no loss of wages while attending such hearings or meetings.

ARTICLE 4

MANAGEMENT RIGHTS

Section 4.1. Except as specifically limited by the provisions of this Agreement, the Employer possesses the right to manage, direct and supervise the operations of the County and employees.

The Employer's management rights include:

- A. To determine the functions and programs of the Employer;
- B. To determine the standards of service to be delivered;
- C. To determine the overall budget;
- D. To determine how technology may be utilized to improve the Employer's operation;
- E. To determine the Employer's organizational structure;
- F. To direct, supervise, evaluate or hire employees;
- G. To maintain and improve the efficiency and effectiveness of the Employer's operation;
- H. To determine the overall methods, process, means or personnel by which the Employer's operations are to be conducted;
- I. To suspend, discipline, demote or discharge employees for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- J. To determine the adequacy of the work force;
- K. To determine the overall mission of the Employer as a unit of government;
- L. To effectively manage the work force; and
- M. To take actions necessary to carry out the mission of the Employer as a governmental unit.

Section 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 exclusive function of the Employer.

ARTICLE 5

NONDISCRIMINATION

Section 5.1. The parties agree that neither the Employer nor the Union shall unlawfully discriminate against an employee because of his/her membership or non-membership in the Union or his/her participation or non-participation in Union activities. Furthermore, to the extent the Employer is prohibited on account of grants or government contracts from unlawfully discriminating against any employee based on race, color, religion, sex, national origin, age, disability, or veteran status, the Employer agrees to not so discriminate.

ARTICLE 6

LABOR / MANAGEMENT / SAFETY / HEALTH & SECURITY / MEETINGS

Section 6.1. There shall be quarterly Labor/Management meetings scheduled to discuss problems of concern to the parties in the Labor/Management area. These meetings shall be held during the first or second week of each calendar quarter. The parties may schedule more frequently or cancel meetings by mutual agreement. The Labor/Management Committee is to consist of no more than four (4) designated committee members, one alternate as necessary, the Communications Officers of Hamilton County Representative, and no more than four (4) representatives from the Employer. These discussion meetings of two (2) hours duration or less will be set by the parties at a mutually agreeable time.

Section 6.2. Either party shall submit a proposed agenda in writing to the other at least seven (7) calendar days prior to the scheduled meeting. At the same time the Union shall notify the Employer of the names of those committee members who will be in attendance.

- A. The parties shall consider alternately the consecutively placed items from both lists.
- B. The parties are encouraged to present their items expeditiously and terminate the meeting at the end of two (2) hours.
- C. Those items not considered during the Labor/Management/Safety/Health & Security meetings may be re-submitted in writing for agendas of subsequent meetings.
- D. These meetings shall be held on regular working hours, Monday through Friday, except holidays.
- E. At the end of each meeting, the parties will attempt to establish what responses are expected, and approximately when.

Section 6.3. Compliance with applicable occupational safety and health requirements is a mutual goal of the parties. The Union will cooperate with the Employer in assuring compliance with applicable safety rules and regulations. In order to promote and encourage these goals, special Labor/Management Meetings can be called at any time by either party for the specific purpose of addressing any matters relating to the health and safety of employees. Such special meetings shall not be scheduled more often than once each quarter unless an emergency health or safety situation exists.

ARTICLE 7

GRIEVANCE PROCEDURE

Section 7.1. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a misinterpretation, misapplication, or breach of this Agreement.

Section 7.2. All grievances must be processed at the proper step in order to be considered at subsequent steps. The grievant or his/her representative 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. The withdrawal of a grievance shall not preclude the filing of a similar grievance in the future based on a new occurrence. Any grievance which is not filed by the grievant at the first step within the time limits provided shall not be subject to the grievance procedure. Any grievance which is not timely appealed by the grievant at the second and following steps shall be considered resolved.

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

Section 7.3. It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances with a minimum amount of interruption to the work schedules. Every reasonable effort shall be made by the Employer and the Union to affect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

STEP 1: In order for an alleged grievance to receive consideration under this procedure, the grievant must, within seven (7) consecutive calendar days of the occurrence or the date the grievant should reasonably have known about the occurrence upon which the grievance is based, reduce the grievance to writing and submit it to his/her immediate supervisor. The immediate supervisor is then to schedule a meeting within seven (7) consecutive calendar days with the grievant and his/her representative. The immediate supervisor shall investigate and respond in writing to the grievant and his/her representative within seven (7) consecutive calendar days following the meeting date.

STEP 2: If the grievance is not resolved in Step 1, the grievant with his/her representative may refer the grievance to the Department Head or designee within seven (7) consecutive calendar days after receiving the Step 1 reply. The Department Head or designee shall have seven (7) consecutive calendar days in which to schedule a meeting with the grievant and his/her representative. The Department Head or designee shall investigate and respond to the grievant and his/her representative within seven (7) consecutive calendar days following the meeting.

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

STEP 4: A grievance unresolved at Step 3 of the grievance procedure may be submitted to arbitration. Notice of intent to arbitrate shall be given by the Union to the Employer in writing within fourteen (14) consecutive calendar days from the date of the Employer's last answer.

ARBITRATION: After the Employer receives the Union's written request to arbitrate, the representatives of the parties shall, within seven (7) consecutive calendar days after the Employer's receipt of a notice of arbitration, begin the selection procedures outlined below. The Union may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party or parties cancelling the arbitration. Any grievance not submitted within the fourteen (14) consecutive calendar day period described in Section 7.3 Step 4 of this Article shall be deemed settled.

- A. The arbitrator shall be selected in the following manner. The Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of nine (9) arbitrators from FMCS. Upon mutual agreement, a party may indicate to FMCS that the list shall be restricted to members of the National Academy of Arbitrators, attorneys, residents of Ohio, arbitrators who maintain their principal office in Ohio or within one hundred (100) miles, or similar restrictions permitted under FMCS rules. The parties shall alternately strike the names of arbitrators until only one (1) name remains. A coin toss shall determine who shall strike the first name from the list. Either party may once reject an entire panel list before striking names, and request a new panel list from FMCS, or may request a list from the American Arbitration Association under AAA rules.
- B. 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 grievance is arbitrable. The grievance will be heard on its merits before the same arbitrator at the same hearing.
- C. The decision of the arbitrator shall be final and binding on the grievant, the Union and the Employer. The arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and argument or submission of final briefs.
- D. Both parties shall share the costs and fees of the arbitrator equally. The expenses of any non-employee witnesses shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party asking for one. Such fees shall be split equally if both parties desire a reporter or request a copy of any transcripts. Any bargaining unit employee whose attendance is required for such hearings shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.
- E. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of specific Articles of this Agreement. He may not modify or amend this Agreement.

Section 7.4. Any employee may process a grievance without the assistance of the Union provided the Union may have a representative present at the adjustment of the grievance. If the Employer receives a written grievance that is not on the Communications Officers of Hamilton County grievance form and that is specifically identified as a grievance, the Employer must notify the Union within five (5) calendar days of the filing of the grievance and provide the Union Associate with a copy of all associated paperwork. The Union may grieve such an adjustment only if the Union feels the adjustment represents a violation of the Agreement.

Section 7.5. All grievances must be in writing and contain the following information to be considered:

- A. The grievant's name and signature;
- B. The grievant's classification;
- C. Date grievance was filed in writing;
- D. As much information as possible about the grievance such as time, date, location, etc., where appropriate;
- E. A description of the incident giving rise to the grievance;
- F. Specific Articles and Sections of the Agreement violated; and
- G. Desired remedy to resolve the grievance.

Section 7.6. A grievance may be initiated by any employee covered by this Agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one (1) employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance and may be present at the grievance hearing.

Section 7.7. Grievances concerning disciplinary action shall be submitted directly to Step 2 of the grievance procedure. Any grievance that originates from a level above the first step of the grievance procedure may be submitted directly to the step or level from which it originates.

Section 7.8. Whenever any time period provided for in this Article ends on a Saturday, Sunday or holiday, the time period shall be extended to the next day which is not a Saturday, Sunday or holiday.

When any time period provided for in this Article ends on a calendar day during which the grievant is on vacation, compensatory time, sick leave, or the grievant's regularly scheduled day off, the time period shall be extended to the end of the first calendar day following the grievant's return to duty, excluding Saturdays, Sundays, and holidays.

ARTICLE 8

DISCIPLINE

Section 8.1. The tenure of every employee subject to the terms and conditions of this Agreement shall be during good behavior and efficient service. No employee shall be reprimanded, reduced in pay and/or position, suspended, removed or discharged except for grounds stated in this Agreement. The Employer may take disciplinary action against any employee in the bargaining unit only for just

cause. Oral warnings and written reprimands may be appealed to steps 2 and 3 of the grievance procedure, but may not be appealed to step 4 (arbitration).

An employee may receive more than one (1) warning at any level before processing to the next level. The forms of disciplinary action will be as follows:

1. Oral warning;
2. Written reprimand with the possibility of loss of voluntary overtime opportunities. If the reprimand includes loss of such overtime opportunities, the Written Reprimand will notify the employee of the exact time limit for restricting overtime opportunities. However, any restriction on voluntary overtime opportunities shall not exceed six (6) months;
3. Suspension from duty without pay (or with the mutual agreement of the employee and the Employer, the forfeiture of vacation time);
4. Discharge.

Section 8.2. Incompetency, inefficiency, dishonesty, substance abuse, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, or any conduct unbecoming of a Communications Officer or any other acts of misfeasance, malfeasance, failure of good behavior, or nonfeasance shall be cause for disciplinary action.

Section 8.3. Except in instances where an employee is charged with a serious offense, discipline will be applied in a progressive and uniform manner. 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.

The consequences of corrective actions taken by the Employer for felony convictions within the meaning of R.C. 124.34 will apply under this Agreement as well.

Section 8.4. Whenever the Employer or designee determines that an employee may be disciplined (including only suspension or termination), a predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. The predisciplinary conference requires the following:

- A. Written notice shall be given to the employee and Union Counsel of the charges and a description of the evidence upon which such charges are based no less than seventy two (72) hours prior to the predisciplinary conference. Notice to the Union Counsel will be by facsimile or email. The employee may request a twenty-four (24) hour extension, if necessary to allow his representative to attend. Such notice shall include the date, time, and location of the predisciplinary conference.
- B. Continuances will be permitted provided reasonable notice is given, and will not be unreasonably denied. There is no requirement for the Employer to present witnesses at the conference.
- C. The employee must choose to (1) appear at the conference to present oral and/or written statements in his/her defense, (2) appear at the conference and have one (1) chosen

representative present oral or written statements in his/her defense, or (3) elect in writing to waive his/her right to a predisciplinary conference. Failure of the employee to elect and pursue one of these three options will be deemed a waiver of the employee's right to a predisciplinary conference.

- D. The employee has a right to have with him or her a representative from the Union's Counsel or another representative of the employee's choice. The predisciplinary conference may be recorded by mutual agreement and knowledge of all parties.
- E. At the predisciplinary conference, the employee may present any testimony, witnesses, or documents which explain whether or not the alleged misconduct occurred, but the person conducting the conference has the right to limit the testimony of witnesses to matters relevant to the allegations of misconduct and to limit the redundancy of testimony. The employee shall provide a list of witnesses and the name of his/her representative, if any, to the Employer or designee no less than twenty four (24) hours prior to the starting time of the predisciplinary conference.
- F. It is the employee's responsibility to notify witnesses that their attendance is requested at the conference.
- G. At the predisciplinary conference, failure of the employee to respond truthfully to all questions may result in disciplinary action.
- H. The employee or his/her representative will be permitted to cross-examine witnesses subject to the person conducting the conference's right to reasonably limit the length and extent of such examination.
- I. A copy of the completed investigation will be provided to the employee at the time of notification of the charges.
- J. The person conducting the conference will report his findings. The Employer has the sole right to determine whether or what discipline is warranted.
- K. The employee and his/her representative shall be provided with a copy of the aforesaid findings within five (5) calendar days following its preparation. The Employer will decide what discipline, if any, is appropriate. Discipline may be implemented by the Employer at any time following the conclusion of the predisciplinary conference, and must be taken within forty five (45) calendar days following the Employer's receipt of the person conducting the conference's findings. A thirty (30) calendar day extension may occur under unusual circumstances with prior written notice to the Union.

Section 8.5. The Employer shall furnish the employee and the Union's Counsel with a copy of all disciplinary action which shall state the reasons for such action. As set forth in Section 8.1, oral warnings and written reprimands (including written reprimands with loss of overtime opportunities) may be processed through the grievance procedure, but may not be appealed to arbitration. Disciplinary action, other than oral warnings and written reprimands, may be appealed through the grievance procedure, including arbitration.

Section 8.6. Whenever the Employer or designee(s) interviews, questions, or interrogates bargaining unit members in reference to alleged or suspected misconduct, either in preliminary investigations or in disciplinary hearings, the following conditions shall apply:

- A. Employees being questioned as witnesses shall be so informed.
- B. When an employee who is suspected of misconduct is interviewed, questioned or interrogated regarding such misconduct, he/she shall be apprised of the nature of the suspected misconduct as it is known at that time and his/her right to have the opportunity to have a Union representative present to advise him/her during the interview, questioning, and/or interrogation.
- C. Preliminary investigations and disciplinary conferences shall be held either during an employee's scheduled working hours or at a time within reasonable proximity to his/her shift.

Section 8.7. Records of oral warnings and written reprimands shall cease to have force and effect after twelve (12) months, provided that no intervening discipline has occurred. In the event of intervening discipline, the discipline shall cease to have force and effect in future discipline matters upon the expiration of the intervening discipline. The parties acknowledge the Employer's obligations to maintain and provide access to files under the public records laws.

Records of all discipline other than oral warnings and written reprimands shall cease to have force and effect after twenty four (24) months, provided that no intervening discipline has occurred. In the event of intervening discipline, the discipline shall cease to have force and effect in future discipline matters upon the expiration of the intervening discipline.

All records of disciplinary action that are no longer in force and effect as provided for in this section shall, upon receipt of written request from the affected employee, be placed in a sealed envelope and the sealed envelope shall be placed in a separate file. The affected employee shall have the right to be present when the envelope is sealed and at any action that may arise concerning the sealed information. If the Employer or designee determines that it is necessary to open a sealed envelope, the affected employee shall be advised of his right to be present.

Section 8.8. Any employees required by the Employer to attend an investigatory interview or disciplinary conference shall not lose any wages or benefits as a result of attendance at said interview or disciplinary conferences during their regularly scheduled hours of work. Any employees required by the Employer to attend an investigatory or disciplinary conference outside of their scheduled working hours shall be paid for all such time.

Section 8.9. Disciplinary conferences will be conducted in a private businesslike manner.

ARTICLE 9

PERSONNEL FILES/DOCUMENTATION

Section 9.1. Each employee may request to inspect his/her official personnel file maintained by the Employer. Inspection of the individual's personnel file shall be by scheduled appointment arranged between the employee and the Employer or designee. Such appointments shall be scheduled during the normal business hours of the Employer's administrative offices. Other appointment times may be scheduled with the mutual consent of the Employer and the employee. An employee shall be entitled to have a representative of his/her choice accompany him/her during such review. Any employee may copy documents in his or her official personnel file.

Section 9.2. Each employee shall receive a copy of any document that is being placed in his/her file concerning the subjects of commendation, training, evaluation, performance, conduct, discipline, and/or change in pay status.

Section 9.3. If an unfavorable statement or notation is in the official personnel file, the employee shall be given the right to place a statement of rebuttal or explanation in the file. No anonymous material of any type shall be included in the employee's official personnel file.

Section 9.4. To the extent permitted by law, the Employer shall not disclose any information contained within personnel files.

ARTICLE 10

CLASSIFICATION

Section 10.1. If during the life of this Agreement there is an additional class(es) added to the departmental classification series, the Union shall be notified of the newly modified departmental classification series at least sixty (60) days prior to the effective date of the new classification.

Section 10.2. Each employee in the bargaining unit shall receive a copy of his job description and classification specification and any changes in the same during the life of this Agreement. The Union shall be notified of any proposed changes in the job descriptions at least thirty (30) days before their effective date, to give the Union a chance to meet and confer with the Employer to discuss the effects of the change(s) on the bargaining unit.

Section 10.3. Qualified bargaining unit employees will have the opportunity to fill any vacant position within the bargaining unit before the Employer appoints any equally qualified outside applicant.

ARTICLE 11

PROBATIONARY EMPLOYEES

Section 11.1. Employees hired after the effective date of this Agreement shall serve an initial probationary period ending upon the successful completion of training, but not to exceed three hundred (300) calendar days which may be extended per Section 11.4, below. Employees retained by the Employer beyond the initial probationary period acquire seniority retroactive to the first day of reporting for work. Employees who have successfully completed the initial probationary period

and who are rehired within one (1) year of leaving County employment shall serve another probationary period of six months from the date of rehire.

Section 11.2. During the employee's initial probationary period which may be extended per Section 11.4, below, the Employer may discharge, suspend, or reduce any probationary employee at will, and such discharge or other discipline shall not be subject to the grievance and arbitration procedure of this Agreement.

Section 11.3. All promotions within the unit described in this Agreement shall be probationary for a period not to exceed one hundred eighty (180) calendar days. Prior to the expiration of the promotional probationary period, the Employer may demote the probationary employee at will to the position and rate of pay from which he was promoted.

Section 11.4. At the discretion of the Employer, any employee who, while serving any probationary period, misses twelve (12) or more work days due to illness or injury, may have such probationary period extended by the length of the illness or injury. Furthermore, in the event of a personnel shortage and at the discretion of the Employer, the initial probationary period and training of an employee may be suspended for a maximum of one (1) year in order to utilize that employee's learned skills. Such days shall not be counted as part of the three hundred (300) calendar days described in Section 11.1.

Section 11.5. The provisions of this Agreement regarding probationary employees and probationary periods supersede those provisions in the Revised Code and R.C. 124.27 and 124.32 governing probationary employees and probationary periods.

ARTICLE 12

SENIORITY

Section 12.1. "Seniority" shall accrue to all employees in accordance with the provisions of this Article. Seniority, as defined in Section 12.2 of this Article, will apply wherever seniority rights are established in the terms and conditions of this Agreement.

Section 12.2. "County Seniority" shall be computed on the basis of uninterrupted length of continuous service in the employ of the County. "Communications Center Seniority" shall be computed on the basis of uninterrupted length of continuous service in the employ of the Communications Center.

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; and/or
4. A layoff from which the employee is recalled prior to the expiration of the layoff recall list.

5. A person who resigned in good standing may be reinstated, at the discretion of the appointing authority, to a position in his/her former classification within one (1) year following resignation, provided the person remains qualified to perform the duties of that position and such reinstatement would be in the best interests of the County. The total amount of interrupted service time shall be added to the person's date of employment for the purpose of calculating County seniority.

B. The following situations constitute breaks in continuous service for which seniority is lost:

1. Discharge or removal for just cause;
2. Retirement;
3. Layoff beyond the expiration of a layoff recall list;
4. Failure to return to work within twenty-one (21) calendar days of a certified mailing and normal U.S. mailing recall from layoff;
5. Failure to return to work at the expiration of a leave of absence; and/or
6. A resignation.

Section 12.3. Ties in seniority shall be resolved by assigning more seniority to employees according to earlier dates of application at the Hamilton County Human Resources Department. Any ties that still exist will be resolved by a roll of the die.

Section 12.4. Employees laid off shall retain their seniority until the recall list expires. Employees called back from an active recall list retain their seniority rights.

ARTICLE 13 **LAYOFF AND RECALL**

Section 13.1. When the Employer determines that a layoff (including any layoff due to job abolishment) is necessary, the Employer shall notify the affected employees twenty-one (21) calendar days in advance of the effective date of the layoff. The Employer, upon request from the Union, agrees to discuss, with representatives of the Union, the impact of the layoff on bargaining unit employees. Any layoff in the bargaining unit shall be instituted in accordance with Communications Center seniority, as defined in Article 12 of this Agreement.

Layoff within each bargaining unit classification shall be as follows:

- First - Probationary
- Second - Non-Probationary (Permanent)

Part-time, non-bargaining unit, employees performing the same work as bargaining unit employees shall be laid off prior to laying off bargaining unit employees.

Section 13.2. Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff. The Employer shall provide any necessary standard retraining or recertification.

Section 13.3. Notice of recall shall be sent to the employee by certified 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 shall be the responsibility of the employee to provide the Employer with written notification of any change in address, phone number, and/or name during the layoff period.

Section 13.4. The recalled employee shall have ten (10) business days following the date of receipt of the recall notice to notify the Employer of his intention to return to work, and unless otherwise mutually agreed, shall have fourteen (14) calendar days following the receipt of the recall notice in which to report for duty, unless a later date for returning to work is otherwise specified in the notice.

Section 13.5. The provisions of this Agreement supersede those provisions of the Revised Code and R.C. 124.321 et seq. governing the bases and procedure for layoff.

ARTICLE 14 **PROMOTIONS**

Section 14.1. An employee promoted outside the bargaining unit who does not successfully complete his/her probationary period due to unsatisfactory performance shall be returned to his/her former classification within the bargaining unit or a similar classification if the old classification does not exist.

Section 14.2. If neither the old classification nor a similar classification exists, the employee shall be treated as laid off from the old classification, and he/she may exercise any associated bumping rights.

Section 14.3. If an employee promoted out of the bargaining unit and after successfully completing the probation period, returned to a bargaining unit position on or before December 31, 2015, the fact that the employee was promoted shall not affect his/her seniority under this Agreement, and his/her seniority shall be calculated as if the promotional position(s) were bargaining unit positions.

If an employee promotes out of the bargaining unit and after successfully completing the probation period, returns to a bargaining unit position on or after January 1, 2016, the employee shall return at the same level of years seniority as which they left the bargaining unit.

Section 14.4. The provisions of this Agreement regarding promotions supersede those provisions in the Revised Code and R.C. 124.31 governing promotions.

ARTICLE 15
TRANSFERRING EMPLOYEES

Section 15.1. Bargaining unit employees who were hired prior to 2/28/07, and who transferred seniority for the purpose of vacation accrual and/or sick leave balances to the Hamilton County Communications Center shall retain such transferred benefits for the duration of their employment with the Employer.

Section 15.2. Bargaining unit employees hired on or after 2/28/07 shall be permitted to transfer seniority for the purpose of vacation accrual and/or sick leave balances in accordance with applicable law.

ARTICLE 16
BULLETIN BOARDS

Section 16.1. The Employer shall provide space in the lounge/briefing room and kitchen for a Union bulletin board. This bulletin board shall be used for the purpose of posting proper Union notices. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior permission:

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

Section 16.2. Prior to posting, the Associate shall date and initial the material to be posted. Posted material must be in good taste and not defame any person, organization, or activity. The Employer may remove any material that violates this Article, in addition to any other remedies.

Section 16.3. The Employer shall provide space for one (1) file cabinet for storage of Union records. Such file cabinet shall be provided by the Union, and shall be locked when not in use. The Employer shall have no responsibility for the security or maintenance of the Union file cabinet.

ARTICLE 17

HOURS OF WORK AND OVERTIME

Section 17.1. The standard work period for all employees in the bargaining unit shall follow a two (2), two (2), three (3) rotating pattern. The rotating pattern consists of two (2) work days, followed by two (2) off days, followed by three (3) work days, followed by two (2) off days, followed by two (2) work days, followed by three (3) off days. This pattern repeats continuously and results in the employee being scheduled 36 hours one week and 48 hours the other. This will result in an employee being scheduled off every other weekend. The standard work day shall consist of a fifteen (15) minute roll call plus twelve (12) hours including a fifteen (15) minute break, forty-five (45) minute lunch period, and a fifteen (15) minute break, unless operations prohibit such. By mutual agreement, the parties may meet once per year for the purpose of investigating and discussing alternative or trial shift systems. Alternative or trial shift systems may not be implemented without the mutual agreement of the Employer and the Union.

The Employer has the right to employ part-time non-bargaining unit employees to perform work also performed by bargaining unit employees; however, the use of part-time employees is limited to the following:

- A. No more than two (2) part-time employees will be scheduled in advance to work at the same time.
- B. Part-time employees may be scheduled in advance when there are at least two (2) or more open shifts needing coverage.
- C. Part-time employees may be scheduled after voluntary overtime opportunities have been offered to bargaining unit members but before a member is mandated or held over.
- D. Part-time employees may be scheduled to cover a bargaining unit employee who is on continuous FMLA.

Section 17.2. Each employee who is required to work outside his/her normal workday or on his/her day off shall be entitled to overtime pay at the rate of one and one-half (1½) times his/her regular rate of pay for such hours worked; provided that an employee who is off the payroll in unpaid status and who has exhausted all available paid sick leave shall only receive pay at the overtime rate after he or she works the number of hours during the work period necessary to make up for the hours he or she was off that work period due to unpaid sick leave. The regular rate of pay shall be calculated by dividing the base biweekly pay by eighty (80) hours and adding the hourly shift differential, etc. per the current practice. Trade days shall not incur overtime.

Section 17.3. When the Employer determines that it is necessary for a bargaining unit employee to work overtime, the provisions of this Section shall apply as provided below. All overtime opportunities, unless otherwise specified, shall be offered by Communications Center seniority, beginning with the employee who is highest on the Communications Center seniority list and who complies with the other qualifications of the specific step and/or sub-section of this Section. If an overtime block of twelve (12) hours is offered, the employee may accept the entire block. If an

employee accepts less than the entire block of twelve (12) hours, he or she may accept overtime in four (4) hour blocks, as follows: the first four (4) hours of the block, the middle four (4) hours of the block, or the last four (4) hours of the block. Overtime blocks of fewer than twelve (12) hours may not be subdivided unless agreed to by the Employer.

Any and all overtime opportunities known one hundred sixty-eight (168) hours or more in advance by the employer shall be posted in four (4) hour blocks on the bulletin board or similar electronic system. The posted list may be adjusted as staffing needs change. The following information will be included in the list:

- A. Date(s) of overtime
- B. Hours of Overtime
- C. Number of personnel needed to fill the overtime
- D. Date of original posting for each overtime posting

Overtime offered in this format will be awarded ninety-six (96) hours prior to the start of the time period being covered, with the exception of Sunday (which will be awarded seventy-two [72] hours in advance), using the criteria stated below. The Employer shall notify the employee(s) by phone, text, or in person of the awarded overtime and note the posting accordingly. All notifications other than in person must be confirmed by the employee.

When overtime is canceled, the Employer will provide, within thirty (30) minutes of being aware of the need to cancel the overtime, notice of the cancellation of the overtime assignment to the employee's phone number of record (including leaving a voice and/or text message at the number of record). Notice of cancellation will be handled in the same means as above. In the event of cancellation where multiple slots have been assigned, the order of cancellation shall follow the order of assignment (the last slot assigned would be the first slot canceled).

If the overtime opportunity is less than one hundred sixty-eight (168) hours in advance of the requirement, bargaining unit employees shall be contacted and offered overtime opportunities in the following manner:

STEP 1: The Employer shall first offer any overtime opportunity to employees who are normally scheduled to work any portion of the shift which requires coverage in order of seniority. The Shifts are currently defined as:

Day Shift: 0600-1800
Night Shift: 1800-0600

If the entire overtime opportunity is not filled in this manner, proceed to Step 2.

STEP 2: If the overtime opportunity is not filled as provided for in the previous steps, the Employer shall then offer such overtime opportunity to all employees utilizing the Communications Center overtime eligibility roster. If the available overtime opportunity is not filled in this manner, the Employer may proceed to the mandatory overtime process.

STEP 3 - MANDATORY OVERTIME: If the available overtime opportunity is not filled voluntarily, either from utilizing full-time bargaining unit employees or non-bargaining unit employees, under conditions previously set forth herein, the Employer may consider invoking mandatory overtime. If so ordered, the Employer shall use its maintained version of the Communications Center overtime eligibility roster, showing the qualified employees (as defined in Section 17.6 D). Any voluntary and mandatory overtime occurrences shall be added to the overtime eligibility roster maintained by the Employer. This roster shall reset semi-annually on January 1 and July 1. An “occurrence” is defined as a minimum of four (4) or more consecutive hours of overtime worked.

An employee will only be eligible for mandatory overtime which occurs during the hours he/she are normally scheduled or the four (4) hours before or after his/her normal shift.

In using this overtime eligibility roster, the Employer shall first go to the employee at the top of the overtime eligibility roster and proceed in order through the roster until the mandatory overtime is filled. Each employee that serves a voluntary or mandatory overtime assignment will be rotated to the bottom of the overtime eligibility roster based upon the date and time of overtime worked for the duration of the overtime eligibility roster period, as defined in Section 17.3, above.

An employee shall be exempt from mandatory overtime if he or she meets any one (1) of the following criteria:

1. The employee is scheduled off on vacation or compensatory time for his or her regularly scheduled shift that has been previously approved on the day of the mandatory overtime.
2. The employee is sick and submits a statement from a licensed physician.
3. The employee is sick and the time is covered by FMLA.
4. The employee is off on a trade which is signed, prior-approved, and on record prior to the assignment of the mandatory overtime.
5. The employee is out of town and submits a receipt (subject to the Employer’s review and discretion).
6. The employee has scheduled vacation or is off on a previously approved trade day attached to regular days off (the trade must be signed, approved, and on record prior to the assignment of mandatory overtime). This exemption begins four (4) hours after the employee’s last actual worked shift.

Mandatory overtime shall be assigned in four (4) hour blocks. Once mandatory overtime is assigned, such overtime may not be canceled by either party unless all parties are in agreement.

If the Employer proceeds with the process of identifying an employee for a mandatory overtime assignment, and if the Employer cannot select an employee for such an assignment due to the exemptions listed in Section 17.3, above, the Employer shall proceed to select an employee for the mandatory overtime assignment through the use of holdover, as described in Section 17.4, below, without considering any of the exemptions listed in Section 17.3.

Section 17.4.

- A. Employees may be held over past the end of their shift. Employees on-duty will be offered that end of shift overtime by seniority; if the Employer mandates that someone must remain, the employee on-duty who is at the top of the overtime eligibility roster will be required to stay. This mandate shall not exceed a period of four (4) hours, and the assignment shall be considered a mandatory overtime assignment. The Employer will attempt to call in a replacement employee as soon as practical.
- B. When the Employer needs to do a manual callout for an overtime opportunity, and the call is received by an answering machine, the Employer shall identify himself/herself, state that an overtime opportunity is available, and state the time and date of the call. If there is no response by the employee at that point, the Employer shall hang up and move to the next eligible employee as provided for in this Article.
- C. Once an overtime opportunity is accepted, the employee must work the overtime unless he or she is excused from such work by the Employer at least twenty-four (24) hours prior to the time the work must be performed. Any employee not reporting to work on the overtime date and time may be subject to disciplinary action, unless the absence is substantiated by a physician's statement.

Section 17.5.

- A. An employee may elect to receive compensatory time in lieu of overtime pay and holiday pay. Such comp time for regular overtime hours shall be at the rate of one and one-half (1½) hours for each overtime hour worked.
- B. Such compensatory time may be accumulated to a maximum of one hundred fifty (150) hours. Bargaining unit employees may elect to take compensatory time off in lieu of overtime at the appropriate conversion rate, at a time that is convenient to the employee and the Employer.
- C. If an employee terminates employment for any reason, such accrued compensatory time shall be paid in cash to said employee, or in the event of death of the employee, to the employee's beneficiary or estate, at either:
 - 1. The final regular rate received; or
 - 2. The average regular rate received during the last three (3) years of employment; whichever is greater.

Section 17.6.

- A. Each employee must furnish the Employer with one (1) phone number for the overtime opportunity call-out process. If that phone number is a pager, the same procedure shall be followed as for answering machines (see Section 17.4[B] above). Any employee who changes phone numbers must provide the Employer with written notification of such change within twenty-four (24) hours of the change.
- B. Except in severe emergency conditions as described in Section 41.1, no employee shall be required or permitted to work more than sixteen (16) hours in any twenty-four (24) hour period.
- C. Each employee may submit an overtime preference/waiver form indicating which of the usual block of overtime, if any, he/she would like to receive. This procedure is meant to keep employees from receiving unwanted calls, and to save the Employer time during the overtime call-out process.
- D. For the purposes of this Section, only those employees who have successfully completed either the telephone phase or any of the radio phases of their training program can be contacted for any overtime opportunity.

Section 17.7. When a job opening occurs on a particular shift, notice of such opening shall be posted for seven (7) calendar days. Employees working other shifts who are interested in the vacancy shall submit their names for the shift preference. The vacancy shall then be filled by the employee with the most Communications Center seniority.

Section 17.8. The Union recognizes the Employer's operational need of balance of experience on each shift; therefore employees with less than twenty four (24) months seniority are subject to shift assignment by the Employer.

Section 17.9.

- A. Any employee with two (2) years or more Communications Center seniority may elect to move to the shift of his/her preference by exercising Communications Center seniority rights once in any six (6) month period. However, no employee with less than two (2) years of seniority may be bumped.
- B. Any employee who has been bumped or who has had his/her shift administratively moved may not be bumped or administratively moved without the employee's consent for a six (6) month period.

Section 17.10. Upon approval of the Employer, employees may be permitted to represent the Communications Center at functions outside their place of employment, such as expositions, community/organizational meetings, and any other function for which they represent the Employer. Employees performing such duties shall receive compensatory time for hours worked at such functions at a rate of one (1) hour of compensatory time per one (1) hour worked. Compensatory time will be accrued in one (1) hour increments, with a one (1) hour minimum.

ARTICLE 18

BREAK PERIODS

Section 18.1. Break periods shall be granted and made available to employees at the discretion of their supervisor on a fair and equitable basis for all employees, subject to the provisions of Section 18.2. Employees who are granted breaks as provided for in this section shall remain in pay status and subject to immediate call to duty for the duration of such breaks. All breaks provided for in this section shall, if possible, be taken away from the immediate work area.

Section 18.2. All bargaining unit employees who work their twelve (12) hour shift shall be given a fifteen (15) minute break during their first half of their shift, a forty-five (45) minute meal break and a fifteen (15) minute break in the latter half of their shift.

Employees who are in on four (4) hours of overtime, non-contiguous to a twelve (12) hour shift, shall receive a fifteen (15) minute break only. Any employee in on a contiguous eight (8) hours of overtime shall receive a fifteen (15) minute break, a thirty (30) minute meal break, and a ten (10) minute break.

An employee who works an additional four (4) hours contiguous to twelve (12) hour shift shall be given an additional twenty (20) minute break in lieu of the fifteen (15) minute break normally allotted for a four (4) hour segment of work.

Section 18.3. It shall be the sole discretion of the Employer as to the number of employees permitted to be on break periods and/or lunch breaks at the same time.

ARTICLE 19

WAGES

[NOTE: The Parties agree that retroactive pay is only for employees in the bargaining unit as of the date of ratification of the Agreement by both Parties, and it is the Parties intent to effectively and efficiently implement the 12-hour shift schedule by no later than Pay Period 12 of 2022, which begins May 26, 2022. Neither party shall unduly delay the processes necessary for the implementation of the 12-hour schedule.]

Section 19.1. The parties shall continue the committee to review the evaluation process. The committee shall be comprised of all members of the union negotiation committee, the Department Head, the Operations Manager and the Senior Supervisor. The Union Staff Representative and a representative designated by the County Human Resources Department also may sit in on committee meetings. The committee shall study, evaluate, and discuss the effectiveness of the evaluation procedures. The committee may recommend changes to the current evaluation policy. All newly promoted supervisors involved in evaluating employees shall receive evaluation training before completing the evaluations. Employees shall not be entitled to file grievances over their evaluation scores as determined herein.

Section 19.2. Effective the pay period that includes January 1, 2022, employees shall be paid according to the 2022 Wage Schedule attached in Appendix A, which shall be based upon years

of service within the COHC bargaining unit. No Communications Officer (hereinafter "employee") shall be paid a base rate of less than the applicable minimum. Any bargaining unit employee who is at or exceeds the maximum step shall receive a lump sum amount which shall equate to three percent (3%) of his or her base rate, which shall be payable in June of 2022.

Section 19.3. Effective the pay period that includes January 1, 2023, employees shall be paid according to the 2023 Wage Schedule attached in Appendix A, which shall reflect a three percent (3%) increase over the 2022 Wage Schedule. For calendar year 2023, any bargaining unit employee who does not receive a step increase or the three percent (3%) general increase shall receive a lump sum amount equal to three percent (3%) of base rate to be paid in June of 2023.

Section 19.4. Effective the pay period that includes January 1, 2024, employees shall be paid according to the 2024 Wage Schedule attached in Appendix A, which shall reflect a three percent (3%) increase over the 2023 Wage Schedule.

Section 19.5. The parties will continue to use the current electronic evaluation system via Paycor (or similar system) for the duration of this agreement for the purposes of providing bargaining unit employees with job performance feedback, for providing management with information in order to make promotional decisions, and to gauge the overall effectiveness of training programs and bargaining unit staff in general. The Employer is only required to perform one (1) annual performance evaluation during each year of the term of this labor agreement.

Section 19.6. Upon execution of the labor agreement, when the Employer determines that a bargaining unit employee is to be assigned as a training officer for the purpose of training/retraining other employees, the training officer shall be paid an additional three dollars (\$3.00) per hour for each hour he/she is actually engaged in training/retraining an employee or employees. Selection of Training Officers is the exclusive right of the Employer and not subject to the grievance procedure. Additional pay for being designated as a training officer shall be in addition to any applicable shift differential pay as provided for in this Agreement. When the Employer determines that an assignment as training officer is terminated, the additional training officer pay supplement shall immediately cease.

The selection of employees to be designated as training officers shall be the sole right of the Employer, and not subject to the grievance procedure. Training Officers may work a modified work schedule to participate in training classes/meetings on their regularly scheduled work day and shall receive their normal designated shift differential. If the training class/meeting is on a Training Officer's off day, the Training Officer shall receive Call-In pay for said class/meeting. Communications Training Officers shall never be given more than one trainee at a time except by mutual agreement of management and the Training Officer.

Section 19.7. During the term of the Agreement effective through December 31, 2024, any retroactive wage increases granted in this article shall only apply to any employee currently employed by the Communications Center on the date of ratification of the Agreement by both Parties.

Section 19.8. Longevity pay shall become effective in calendar year 2022 following ratification of the agreement by both parties, and no retroactive longevity pay shall be provided for any period prior to January 1, 2022. Beginning on the first day of the pay period within which an employee completes the required number of years as computed on the basis of uninterrupted length of continuous service in positions within the Communications Center, he/she will receive an automatic adjustment in his/her rate of pay equal to and in accordance with the following:

Ten (10) years of service.....One percent (1.0%)
Fifteen (15) years of service.....One and one-half percent (1.5%)
Twenty (20) years of service.....Two percent (2%)

The amount of the adjustment will be added to the employee's rate of pay.

ARTICLE 20

SHIFT DIFFERENTIAL

Section 20.1. Effective upon implementation of the twelve (12) hour shift schedule, when the Employer assigns a bargaining unit employee to night shift, each employee so scheduled shall receive an additional seventy-five cents (\$0.75) per hour.

Section 20.2. Effective upon implementation of the twelve (12) hour shift schedule, when the Employer assigns a bargaining unit employee to day shift, each employee so scheduled shall not receive shift differential pay.

Section 20.3. When an employee reports to work during one of the time periods provided for in Sections 20.1 through 20.2 above, all hours worked during his/her shift, including hold-over and/or overtime hours, are subject to the shift differential rate, if any, that was in effect when such shift began. If an employee is called in to work under the provisions of Section 17.3 of this Agreement, all hours worked during such call-in shall be subject to the shift differential rate, if any that is in effect when such called-in employee actually reports to work.

ARTICLE 21

CALL-IN PAY

Section 21.1. Call-in pay is payment for work performed by an employee who has been recalled to work at a time disconnected with his normal work day.

Section 21.2. Employees shall be compensated at one and one-half (1½) times the employee's regular rate of pay for a minimum of three (3) hours.

ARTICLE 22

COURT APPEARANCES

Section 22.1. Employees who have been issued a subpoena to appear in court proceedings on work related matters shall have the time spent in court as on-duty status. Should, however, any portion of the court appearance be immediately before or immediately after the scheduled twelve (12) hour work day, employees shall receive time and one-half (1½) for any hours in court that fall outside of

the scheduled work day. Should an entire court appearance occur outside of the scheduled twelve (12) hour work day, employees shall receive time and one-half (1½) for all hours in court with a three (3) hour minimum.

Section 22.2. When a bargaining unit employee is required to use his personal vehicle for travel to any work-related court appearance provided for in Section 22.1 above, he shall be reimbursed for all parking expenses and for all travel at the mileage rate established by the Hamilton County Commissioners for all non-bargaining unit employees.

Section 22.3. For any work-related court appearance that occurs during an employee's normally assigned shift, any court, witness, expense, or related fees received from the courts by the employee shall be turned over to the Employer. If any work-related court appearance provided for in this Article occurs on a day that the employee is scheduled to work, he/she must report for duty upon completion of the court appearance.

Section 22.4. If an employee is called for jury duty or subpoenaed to testify in a court of law for a non-work related proceeding outside of his/her regularly scheduled working hours, all monies received as compensation for such court service shall be retained by the employee.

Section 22.5. The provisions of this Article 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 or other non-work related matters. For these absences, the employee is required to request and obtain approval in advance for court leave, in order for such leave to be granted. The employee may use vacation or compensatory time, unless there is no balance in either bank. In that case, the time off will be unpaid.

ARTICLE 23 **INSURANCE**

Section 23.1. The Employer shall make available to all bargaining unit employees the same major medical insurance plans, hospital care insurance plans, dental insurance plans, and insurance plan rules and procedures that are available to non-bargaining unit Hamilton County Board of Commissioners' employees who are in classified civil service positions. If such non-bargaining unit Hamilton County Board of Commissioners' employees are required to pay a portion of insurance premiums, the same premium contribution levels shall also apply to bargaining unit employees. All insurance requirements (e.g., fees, contributions, co-payments, etc.) specified for such non-bargaining unit Hamilton County Board of Commissioners' employees shall also be applicable to bargaining unit employees.

Section 23.2. Any insurance premium contribution shall be by payroll deduction.

Section 23.3. The Employer agrees to indemnify and defend any bargaining unit employee from legal actions arising from the lawful performance of the employee's official and/or assigned duties.

Section 23.4. If future Hamilton County insurance plans include a life insurance benefit for non-bargaining unit Hamilton County employees in non-exempt classifications, such life insurance shall

also apply to all bargaining unit employees at the same benefit level and in the same manner as it applies to such non-bargaining unit employees.

ARTICLE 24 **HOLIDAYS**

Section 24.1. Designated paid holidays are as follows:

New Year's Day	January 1st
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 th
Independence Day	July 4th
Labor Day	First Monday in September
Veterans Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday following Thanksgiving
Christmas Day	December 25th

The length of each holiday listed above shall be equal to the length of an employee's normally scheduled work day.

Section 24.2. All employees shall receive holiday pay at the employee's base hourly rate, regardless of whether they work the holiday or not, provided they were employed during the holiday.

Section 24.3. Holiday pay shall be paid on the biweekly paycheck for the pay period in which the holiday falls; however, an employee can request that such time be converted to compensatory time if he or she submits proper written notification within two (2) calendar days after the actual date of the holiday.

ARTICLE 25 **VACATIONS**

Section 25.1. Effective the first full pay period following January 1, 2020, employees shall earn vacation leave according to their number of years of service with the Employer and any political subdivisions of the State of Ohio as follows:

- A. Vacation time shall accumulate at a rate of three and one-tenth (3.1) hours per pay period, for service of zero (0) years but less than five (5) years of service. Upon accrual, employees shall be eligible to use accrued vacation time.
- B. Five (5) years of service but less than ten (10) years completed: one hundred twenty (120) hours per year at an accumulation rate of four and six-tenths (4.6) hours per pay period.
- C. Ten (10) years of service but less than fifteen (15) years completed: one hundred sixty

(160) hours per year at an accumulation rate of six and two-tenths (6.2) hours per pay period.

- D. Fifteen (15) years or more of service completed: two hundred hours per year at an accumulation rate of seven and seven-tenths (7.7) hours per pay period.

Employees are not entitled to be compensated upon separation for vacation accumulated until they have completed six (6) months of service with the Employer.

Section 25.2. Vacation credit accrues while on vacation, compensatory time off, earned personal day leave, paid military leave, and sick leave. No vacation credit is earned while an employee is in overtime or in no-pay status. Prorated vacation credit is given for any part of a pay period.

Section 25.3. Requests for vacation shall be made in writing (through use of the vacation scheduling system for initial vacation requests, or on Paycor and Aladtec [or similar system] after the initial vacation scheduling process is complete) by the employee to the employee's supervisor. Vacation shall be granted in not less than one-half (.50) hour increments.

Section 25.4. Vacations are scheduled and approved in accordance with the workload requirements of the Employer. The Employer reserves the right to designate time periods when vacations may be restricted or denied due to operational requirements. Notwithstanding the above, day and night shifts shall be entitled to a minimum of two (2) employees per shift to take vacation at any time during the year, provided the vacation request is made at least seventy-two (72) hours prior to the beginning of the requested vacation time off. As the Employer determines that operations permit, employees may exercise Communications Center seniority in the selection of time off for vacation. Vacation requests for the next year shall be turned in and posted before the year end. For purposes of initial vacation selection each year of this Agreement, two (2) bargaining unit employees will be allowed to schedule vacation time off on a given shift for the initial scheduling period. After the initial vacation scheduling process is complete, all remaining vacation requests shall be granted on a first come first serve basis.

- A. Employees may use only vacation time they have accrued to this point and vacation time that will be earned by the date of the vacation time selected.
- B. Compensatory time may not be used to reserve vacation time for the initial vacation time selection(s).
- C. The vacation selection process shall begin on September 1st of each year for vacation picks for the following year. For purposes of implementing the twelve (12) hour shift concept, all vacations shall be re-bid prior to the implementation of such schedule. [For purposes of implementing this subsection to convert to a 12-hour shift, bargaining unit employees will have twenty-four (24) hours to re-select vacation for calendar year 2022 utilizing the process outlined in letters D-H below.]
- D. For contract years 2023 and thereafter, each employee will have forty-eight (48) hours after signing, either in electronic or written form, for initiating the vacation selection process.

- E. The appropriate shift supervisor will directly notify the employee when it is his or her turn to make initial vacation selections. The appropriate shift supervisor will initial an electronic form with the designated start and end dates indicating when the employee needs to complete his or her selection process. When the employee has completed his or her vacation selections, he or she shall initial the electronic form.
- F. The employee may make changes and/or additions to his/her original vacation selection only after their shift's initial vacation selections have been completed. Changes and/or additions will be on a "first come, first serve" basis.
- G. Vacation time requests made in the vacation book will be followed by request entries into the PayCor system and Aladtec system (or similar system) prior to the date of request.
- H. An employee's failure to comply with any of the steps outlined above will result in a forfeit. The employee's next opportunity to request vacation time will be after the vacation book has circulated through the remaining shift seniority list, which will default to a "first come, first serve" basis unrelated to seniority status.

The Employer and the Union agree that they will meet in a Labor/Management meeting (or meetings) to discuss possible modifications to the process of scheduling vacation leave; however, in no event shall the Labor/Management meeting called for in this section be viewed as a substitute for, or continuation of, negotiation of this section.

Section 25.5. Vacation leave may be accrued up to two (2) times the employee's annual accumulation rate plus the current year. Excess vacation shall be forfeited. However, if an employee is within forty (40) hours of reaching his/her maximum vacation accumulation and risks forfeiting vacation hours, the Operations Manager or designee will meet with the employee in an effort to schedule vacation time to avoid forfeiture. Vacation requests being made in order to avoid forfeiture of vacation hours will not be unreasonably denied by management if adequate shift coverage can be maintained.

Section 25.6. Any employee who separates from service shall be paid for any earned but unused vacation leave, subject to Section 25.5 above.

Section 25.7. In case of death of an employee, all vacation credits earned and not yet taken shall be paid to the employee's beneficiary or his estate.

Section 25.8. Notwithstanding any other provision of and consistent with this Article, during the term of this Agreement, when bargaining unit members make their annual vacation selection, a minimum of two employees will be allowed to be off on vacation at the same time. After the annual vacation selection has been completed, when a bargaining unit member submits a request for vacation more than four (4) weeks from the date the vacation is to start, the Employer will allow at least one (1) employee to be on vacation for the days selected. The Employer can allow more than one employee to be on vacation for the dates selected if, in its discretion, its operational needs permit more than one employee to be on vacation. After the annual vacation selection has been completed, when a bargaining unit member submits a request for vacation less than four (4) weeks from the date the vacation is to start, the Employer can allow the vacation request if, in its

discretion, its operational needs permit the employee to be on vacation.

This section is effective through 11:59 p.m. on December 31, 2023 and will cease to be effective after December 31, 2023. If either party desires that it continue in effect after December 31, 2023, that party must negotiate that it continue in effect and the other party must agree that it continue in effect.

ARTICLE 26 **SICK LEAVE**

Section 26.1. Bargaining unit employees shall accrue sick leave credit at the rate of four and six tenths (4.6) hours of sick leave for each biweekly pay period, including all time in active pay status (i.e., during paid vacation and sick leave). Sick leave credit shall not accrue during any unpaid leave, layoff, or disciplinary suspension. Advance use of sick leave shall not be granted. Sick leave is accumulative without limit. Sick leave for any biweekly pay period during which the employee spent any time in unpaid status shall be prorated.

Section 26.2. Sick leave shall be granted to an employee, upon approval by the Employer, for the following reasons:

- A. Illness, injury, or pregnancy-related condition 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. Such examination should be scheduled during non-work hours if possible.
- D. Death of a member of an employee's immediate family. Upon the death of an employee's immediate family member, an employee shall be able to take off a reasonably necessary time, not to exceed five (5) days. Two of these days shall be paid bereavement leave, one of which must be the date of the funeral, celebration of life, or memorial service. Up to three (3) additional days of sick leave can be used. An employee may use one (1) day of sick leave to attend a funeral, celebration of life, or memorial service of a relative not included in the definition of immediate family.
- E. Illness or injury of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.
- 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 the employees off duty hours.

- G. Attendance at the birth of an employee's biological or adoptive child. (Attendance at the birth of an employee's biological or adoptive grandchild does not qualify for sick leave; however, requests for vacation or compensatory time will not be unreasonably denied by management when adequate coverage can be maintained).

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

Upon prior notice to the Employer and a sufficient sick leave balance, an employee may convert authorized vacation leave to sick leave for the death of a member of the employee's immediate family, as described in subsection (D), above.

Section 26.3. 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 as soon possible, but no less than two (2) hours prior to the time he/she is scheduled to report to work, unless extenuating circumstances prohibit. Such notification must be made as far in advance as possible on each day of absence, unless other arrangements are made with the employee's supervisor.

Section 26.4. Upon return to work, an employee shall complete an entry into the Paycor system to justify the use of sick leave. All Paycor system entries will be reviewed by the Employer or designee. The employee will be advised of any denial of an application for sick leave and the reason. The Employer or designee may require a medical examination of the employee by a licensed practitioner selected by and paid by the Employer.

Section 26.5. The Employer may require that any request for sick leave use be substantiated by a certificate from a certified licensed practitioner when the employee requests sick leave use, and any of the following conditions exist:

- A. When the sick leave use request is for a medical appointment as provided for in Section 26.2(C) or Section 26.2(F).
- B. When the sick leave request is for three (3) or more consecutively scheduled shifts.
- C. When the Employer has reason to suspect that sick leave use is habitual, excessive, abusive, and/or repetitive.
- D. For each absence in excess of three (3) incidents in any calendar year.
- E. For each absence immediately prior to or immediately following the employee's scheduled off days.
- F. For any absence immediately prior to or immediately following any paid vacation leave.
- G. For any absence during the pay period that includes a scheduled overtime shift or partial shift.

The practitioner's certificate provided for in this section must state the general nature of the illness or injury, the expected return to work date, and enough information about the treatment to inform the Employer whether the employee's job performance will be impaired (e.g., what drugs are prescribed), and enough information to allow the Employer to determine whether the sick leave also qualifies as Family and Medical Leave.

Section 26.6. Sick leave usage, when approved, shall be charged in minimum units of one-half (½) hour increments. In order to receive pay for sick leave usage, the employee must comply with the provisions of this Agreement. Falsification of a leave request, Paycor entry or a practitioner's statement shall be grounds for disciplinary action.

Section 26.7. Unauthorized use of sick leave shall include, but is not limited to, the following:

- A. Any violation of the provisions of this Article.
- B. Any violation of the sick leave policies and/or procedures of the Employer.
- C. Failure to properly or timely notify the Employer of any sick leave absence.
- D. Failure to properly or timely complete PayCor entries.
- E. Failure to provide any practitioner's statement or other documentation when required.
- F. Use or attempted use of any fraudulent practitioner's statement or other document.
- G. Any use or attempted use of sick leave for any reason other than the intent and purpose of this Article.
- H. Pattern or continued use or abuse of sick leave including, but not limited to, the following:
 - 1. Absence immediately prior to or immediately following the employee's scheduled off days.
 - 2. Absence immediately prior to or immediately following any paid vacation leave.
 - 3. Absence during the pay period that includes a scheduled overtime shift or partial shift.
 - 4. Absence on the day following pay day.
 - 5. Absence on the same day of the week or absence on weekend days.
 - 6. Partial day absences.
 - 7. Continued pattern of maintaining a sick leave balance of thirty-two (32) hours or less.
 - 8. Excessive absenteeism including the use of time off without pay.

Such uses of sick leave will justify investigation by the Employer and will support disciplinary action, unless the employee offers an explanation satisfactory to the Employer (e.g., legitimate FMLA-qualifying situations).

Section 26.8. When the Employer determines that abuse or unauthorized use of sick leave has been substantiated, the Employer or designee will affect progressive discipline. Prior to any disciplinary action for abuse or unauthorized use of sick leave, the designee of the Employer shall meet with the employee to review the employee's attendance record and the circumstances that caused such abuse or unauthorized use of sick leave.

Section 26.9. Earned Personal Leave.

A. Definitions

1. Earned Personal Leave: eight (8) hours.
2. Eligible Employee: all full-time employees who have completed their initial probationary period.
3. Tally Period: three (3) four-month (4-month) periods which include January 1 through April 30, May 1 through August 31, and September 1 through December 31.
4. Sick Leave: does not include time off for the death of an employee's immediate family.

B. An Eligible Employee who does not use any sick leave, as described in Section 26.9(A)(4), in a Tally Period shall receive eight (8) hours of personal leave. The employee must be in active pay status to receive credit toward earning personal leave. If an employee is on non-paid leave of absence as a result of being furloughed, it will not count against the employee in earning personal leave under this policy.

C. Personal leave shall be approved and scheduled in accordance with the workload requirements of the work unit and must be approved by the employee's supervisor.

D. Requests for usage of Personal leave (other than for reasons of employee illness) shall be made prior to the date the requested usage is to occur by submitting a Time Off Request. Requests for Personal leave off due to insufficient sick leave shall be made upon the employee's return to work by submitting a Time Off Request.

E. Earned Personal leave are a time-off benefit only. Earned personal leave not taken as time-off within the designated time frame are forfeited. The chart below displays each tally period and the date by which the time must be taken off or be forfeited.

Tally Period and Dates:		Use by Date or Forfeit:
1	January 1 through April 30	August 31
2	May 1 through August 31	December 31
3	September 1 through December 31	April 30

- F. Should an employee have an Earned Personal leave balance at the time of his/her termination of employment, the time will be forfeited. Earned personal leave may not be used to extend termination.

ARTICLE 27

SICK LEAVE CONVERSION

Section 27.1. An employee with ten (10) or more years of service with the Employer, or with ten (10) or more years of public service with any 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 accrued but unused sick leave, up to a maximum of seven hundred twenty (720) hours. Payment shall be based on the employee's base rate of pay or average rate of pay over the last three (3) years, whichever is greater, at the time of retirement or death.

Section 27.2. In the event of the death of a bargaining unit employee who is still employed, the employee's accumulated sick leave shall be converted to a lump sum payment at one hundred percent (100%) of its value, payable to the employee's designated beneficiary, or where no beneficiary is designated, to the employee's estate, upon application by the executor of the estate.

ARTICLE 28

LEAVE OF ABSENCE

Section 28.1. Disability Leave: A physically or mentally incapacitated employee who has completed his probationary period may request a disability leave. An unpaid disability leave for a period not to exceed three (3) years may be granted when the disability continues beyond the accumulated sick leave rights provided the employee furnished satisfactory medical proof of such disability along with his written request, and is either:

- A. Hospitalized or institutionalized;
- B. On 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 duties of his/her position by a licensed physician. It is the employee's responsibility to request a disability leave since such leave is not granted automatically when the employee's sick leave has expired.

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.

Section 28.2. Employer-Required Disability Leave: The Employer may require an employee to be examined by a licensed physician, selected by the employee from a list of three (3) submitted by the Employer, at the Employer's expense. An employee found to be unable to physically perform the substantial duties of his position may be placed on unpaid disability leave as provided in Section 28.1 above.

Section 28.3. Court Leave: The Employer shall grant leave without loss of pay where an employee is subpoenaed as a witness by any court or other adjudicatory body of competent jurisdiction, except as provided below. Compensation for such duty must be reimbursed to the Employer unless such duty is performed totally outside of normal working hours. An employee released from witness duty prior to the end of his scheduled work day shall report to work for the remaining hours. It is not proper to pay employees when appearing in court for criminal or civil cases, when the case is being heard in connection with employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with a juvenile, etc. Employees will request the Employer's assistance in being excused from jury duty. If not excused, the employee will be released from work without loss of pay and must remit his jury pay to the Employer.

Section 28.4. Military Leave: Bargaining unit employees who are members of the Ohio organized militia or members of other reserve components of the armed forces of the United States, including the Ohio National Guard, shall be entitled to the greater of those military leave benefits provided in the Hamilton County Board of Commissioners Policy Manual or Ohio Revised Code Sections 5923 and 5903.

Section 28.5. Union Leave: The Employer agrees to allow one Union Associate and the three (3) bargaining committee members Union leave each calendar year. The leave is to be used to attend Union functions such as conventions, conferences, board meetings, seminars, or training sessions. In addition, if an employee who is not an elected bargaining unit representative is elected to the state board of the Union, the Employer agrees to allow leave time for that employee to attend regularly scheduled quarterly board meetings, conferences, conventions, seminars, or training sessions. Total Union leave for all Associates, bargaining unit members, and board members together shall not exceed one hundred twelve (112) hours in a calendar year. To receive leave the Associate must give the Employer at least ten (10) days prior notice. The Employer retains the right to refuse such requests, but such refusal will not be arbitrary or unreasonable. Unused union leave shall not be carried over to the following year.

Section 28.6. Family and Medical Leave Act: The provisions of the Family and Medical Leave Act (FMLA) shall apply to all bargaining unit employees as defined and administered by the Personnel Policy and Procedure Manual of the Hamilton County Board of Commissioners.

Section 28.7. Parental Leave: The provisions of the Employer's Parental Leave policy shall apply to all bargaining unit employees defined and administered by the Personnel Policy and Procedure Manual of the Hamilton County Board of Commissioners.

ARTICLE 29
PERSONAL LEAVE WITHOUT PAY

Section 29.1. An employee may, at the discretion of the Employer, be granted a leave without pay for up to six (6) months for personal reasons, except to secure other employment. Each case will be reviewed individually and will not set a precedent.

ARTICLE 30
TRADE DAYS

Section 30.1. With the permission of their supervisors, two (2) employees in the same classification may trade scheduled work days. A “work day” is defined as a four (4) hour block at the beginning or end of a regularly scheduled work day or a twelve (12) hour block reflecting an entire work day. Any employee not reporting on a trade day he/she has agreed to cover shall not be paid for the day and may be subject to disciplinary action. An employee calling in sick on a trade day he/she has agreed to cover will not be paid unless the absence is substantiated by a licensed medical practitioner’s statement.

Section 30.2. For the purposes of this Section, an employee who has successfully completed either the telephone or any of the radio phases of his or her training program is eligible to enter into a trade once the employee has completed six months of service with the Communications Center from the employee’s date of hire. Once eligible for trades, such employees shall be allowed to work a position for which they are qualified.

Section 30.3. Trade payback days must be worked within a ninety (90) calendar day period. Extensions may be granted with the approval of a supervisor. Trades are only valid when submitted and accepted by both employees in Aladtec (or other tracking system used by the Employer) and approved by the appropriate supervisor. Once a payback day is agreed upon by the two (2) employees and approved and scheduled by the appropriate supervisor, the trade day must be worked, and is not subject to a subsequent trade or change in date, unless approved in advance by the appropriate supervisor. An employee may not use a compensatory, earned personal day leave, or vacation day on a scheduled trade day. The agreed upon and approved day becomes the sole responsibility of the employee scheduled to work the trade day, and such trade date shall not be subject to a subsequent trade or change in date, unless approved in advance by the appropriate supervisor.

Section 30.4. If an employee leaves employment at the Communications Center owing a trade day to another employee, the Employer will not be responsible for compensating the employee who is owed the day, and the employee will be responsible for working the trade day. If an employee leaves employment at the Communications Center being owed a trade day payback, the Employer will not be responsible for compensating the departing employee. The employee being owed the trade payback must work the trade date as agreed. The Employer will deduct from the compensatory or vacation balance of the departing employee an amount equal to any outstanding trades that have not been worked. The hours shall be applied to the time bank of the employee required to work.

Section 30.5. If an employee’s off day group is changed involuntarily making payback of a trade

day impossible, the Employer will not be responsible for any compensation or special arrangements necessary to complete the trade.

ARTICLE 31 **DONATED TIME**

Section 31.1. All employees in the bargaining unit shall be eligible for donated compensatory time and/or vacation benefits, subject to the terms of this Article, to relieve hardship resulting from extended absence due to illness or injury.

Section 31.2. The application for and granting of donated vacation and/or compensatory time benefits shall be subject to the following:

- A. When it comes to the attention of the Personnel Administrator or designee that an employee's sick time credit has been or is about to be exhausted, he/she shall investigate;
 - 1. The current condition of the employee's physical and/or mental condition, and
 - 2. The prognosis of the employee's physician.
- B. The Personnel Administrator or designee shall report his/her findings to the Director setting forth;
 - 1. The details of his investigation, and
 - 2. Any recommendation he/she may have concerning the employee's eligibility as a recipient of donated compensatory and/or vacation time.
- C. If the Director approves a recommendation for an employee to be the recipient of donated vacation and/or compensatory time, a bargaining unit employee who wishes to voluntarily donate his accrued but unused vacation and/or compensatory time to such approved recipient shall submit a written request to the Personnel Administrator listing the name of the beneficiary with the number of hours to be donated.
- D. In no case will donated vacation and/or compensatory time be used to extend the absent employee's period of active service beyond a recommended retirement day as established by any physician or governmental body having authority to grant or mandate such retirement.
- E. Any donated vacation and/or compensatory time processed and not used or needed by a recipient due to retirement, return to work, or any other reason, shall be re-credited to the donor.
- F. Donated vacation and/or compensatory time shall be converted to its cash equivalency and paid to the recipient at the regular hourly rate of pay of the recipient.

ARTICLE 32

UNIFORMS

Section 32.1. Employees shall have the option to wear Class A uniforms (button-up uniform shirt with Communications Center patch, uniform pants or skirt, belt, badge, black socks, and uniform shoes) or Class B uniforms (polo or oxford style shirt and black or khaki business-casual pants or skirt and pull-over Agency shirt with Agency logo). The Employer shall provide each employee with an initial set of three (3) uniforms (polo or oxford style shirt and black or khaki business casual pants or skirt) if the employee has not already received an initial set.

Section 32.2. To the extent the Employer requires employees to wear uniforms, the Employer will provide the uniforms except the required shoes, socks, and t-shirts. In return, employees are required to keep the uniforms clean and neatly pressed. The Employer will replace uniforms as needed.

Section 32.3. All uniform items issued by the Employer are the property of the Employer and shall, upon separation from service (e.g. resignation, termination, long-term layoff, etc.), be returned to the Employer in the condition as issued, allowing for reasonable wear and tear, prior to the issuance of any final compensation to the employee. Any issued uniform item which is lost or damaged beyond normal use by an employee shall be replaced at the expense of the employee.

Section 32.4. Badges, buttons, insignia, etc. that is not issued by the Employer may only be worn with permission of the Employer.

Section 32.5. Effective January 1, 2016, and each year thereafter, the Employer shall pay a uniform maintenance allowance for each bargaining unit employee in an amount equal to fifty percent (50%) of the amount then being paid to patrol officers for their uniform maintenance allowance under their collective bargaining agreement. Uniform maintenance allowance shall be paid by separate check to each bargaining unit employee during the first pay period in January beginning in 2016. Uniform maintenance allowance shall be reported as income on the employee's annual earnings statement (Form W-2) and it shall be the employee's responsibility to demonstrate the allowance was utilized for job-related reasons.

ARTICLE 33

LOCKER SECURITY

Section 33.1. Employees assigned a locker may secure lockers against entry by other employees, provided the Director or other administrative person has a key or combination to the lock or other means of access. The parties acknowledge that the Employer may access lockers at all times. The Employer will provide notice to the affected employee(s) (or Union representative, in the absence of the affected employee[s]) prior to accessing the designated lockers. The Employer will provide such notice at least one (1) hour prior to access, whenever possible. The affected employee(s) (or Union representative, in the absence of the affected employee[s]) may be present during an Employer access of designated lockers.

ARTICLE 34
INJURY REPORT

Section 34.1. In case of an on-the-job injury, a copy of the injury report will be forwarded to the Union Associate within thirty (30) days of the date the report is filed.

ARTICLE 35
LEAVE ACCRUAL BALANCES

Section 35.1. The Employer will make available to employees in the bargaining unit, upon request during reasonable times, sick leave and vacation uses and balances.

ARTICLE 36
OUTSIDE EMPLOYMENT

Section 36.1. An employee in the bargaining unit may secure outside employment with the knowledge of the Employer. The purpose of this provision is to allow outside employment, except to the extent that such employment might interfere with the employee's performance of his assigned duties, compromise the confidentiality or integrity of the Employer's operations, or create the appearance of impropriety.

Section 36.2. Training certifications obtained while in the employment of Hamilton County are not transferable. In addition to the provisions in Section 36.1, no employee shall utilize any certificate of training or certification for the purpose of obtaining or performing work outside of his or her employment with Hamilton County while remaining employed by the County. Upon separation from Hamilton County service, the employee may transfer any applicable state or national certifications that have been issued to the employee.

If a Communications Officer is currently employed by someone other than Hamilton County in a position requiring a certificate of training or certification of the same type required of Communications Officers in Hamilton County (e.g., APCO, EMD, etc.), he or she may only continue to work in such outside position if he or she completes the initial training normally required for such certificate of training or certification again (for the outside employer) within one (1) year of the execution of this Agreement. The parties may mutually agree to a short temporary extension under extraordinary circumstances.

To the extent the County allows any Communications Officer to work in such an outside position after the execution of this Agreement, he or she may only continue to work for such outside Employer if he or she successfully completes the initial training normally required for such certificate of training or certification again (for the outside employer) as soon as possible, and in any case within one (1) year of being hired into the outside position. Furthermore, although the County disclaims any responsibility for incidents occurring during outside employment, if the County so requests, such Communications Officer must secure a waiver or similar agreement from the outside Employer satisfactory to Hamilton County regarding any claims against or liability to Hamilton County that may arise from such outside employment.

If a Communications Officer uses a LEADS certification on an outside job, he or she must secure and use a separate RCIC user identifier while logged in to LEADS for the outside job.

ARTICLE 37

TUITION REIMBURSEMENT

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

ARTICLE 38

COPIES OF THE AGREEMENT

Section 38.1. Copies of this Agreement will be printed by the Employer and at its expense, and copies will be provided to all bargaining unit employees who are employed on the date of distribution, and will be provided to all bargaining unit employees who are hired during the term of the Agreement. Two (2) copies of the Agreement will be provided to the Union plus an electronic copy.

Section 38.2. The cost of printing sufficient copies of this Agreement will be paid by the Employer.

ARTICLE 39

NO STRIKE/NO LOCKOUT

Section 39.1. During the term of this Agreement, the Union shall not authorize, cause, engage in, sanction or assist in any sick call work stoppage, strike, sympathy strike, or slowdown which affects the Employer or the operation of the Department.

Section 39.2. In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 39.1 of this Article are subject to discipline by the Employer. 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.

Section 39.3. During the term of this Agreement, the Employer shall not cause, permit or engage in any lockout of its employees unless those employees shall have violated Section 39.1 of this Article.

ARTICLE 40

SEVERABILITY

Section 40.1. This Agreement supersedes and replaces all applicable state and local laws which it has the authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any applicable statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 40.2. The parties agree that should any provision of this Agreement be found to be invalid, they will schedule a meeting within twenty (20) days at a mutually agreeable time to negotiate alternative language on the same subject matter.

ARTICLE 41

WAIVER IN CASE OF EMERGENCY

Section 41.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Hamilton County Commissioners, the Director or his designee, FEMA, the local EMA, Director of Homeland Security, the federal Secretary of Health and Human Services, or the federal or state legislature, such as acts of God or civil disorder, the following conditions of this Agreement shall be temporarily suspended for the-duration of the emergency:

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

Section 41.2. Upon the termination of the emergency, should grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which such grievances had properly progressed, prior to the emergency.

Section 41.3. The Employer will not declare emergencies simply to avoid complying with the Agreement without an emergency, as outlined in Section 41.1 above.

ARTICLE 42

MAINTENANCE OF STANDARD

Section 42.1. This Agreement supersedes all other agreements, which, unless made a written part of this Agreement, shall be considered null and void on the effective date of this Agreement.

ARTICLE 43

DURATION

Section 43.1. This Agreement shall be in effect as of the date of execution, except as otherwise provided herein, and shall remain in full force and effect through 11:59 p.m. on December 31, 2024.

Section 43.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendars days prior to the expiration date of this Agreement. Such notice shall be by a method approved by the State Employment Relations Board.


Section 43.3. Contract Supersession of Laws: The holiday provisions in this Agreement are intended to supersede the provisions of the Revised Code and R.C. 325.19 governing holidays. The

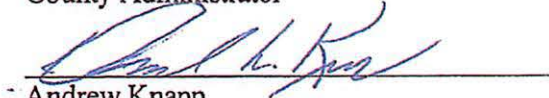
vacation provisions in this Agreement are intended to supersede the provisions of the Revised Code and R.C. 325.19 and 9.44 governing vacations. The sick leave and sick leave conversion provisions in this Agreement are intended to supersede the provisions of the Revised Code and R.C. 124.38 governing sick leave and 124.39 governing sick leave conversion.

SIGNATURE PAGE

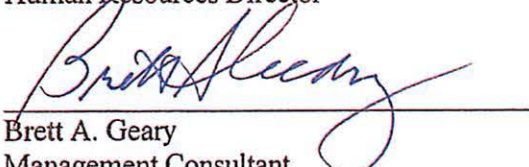
IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives as of the 7th day of April, 2022.

FOR THE HAMILTON COUNTY BOARD
OF COMMISSIONERS AND HAMILTON
COUNTY COMMUNICATIONS CENTER


Jeffrey Aluotto
County Administrator



Andrew Knapp
Director

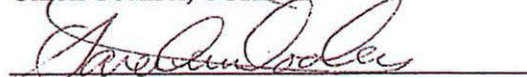

Frank Spataro
Human Resources Director


Brett A. Geary
Management Consultant

Assistant Prosecuting Attorney
Approved as to Form

FOR COMMUNICATIONS OFFICERS OF
HAMILTON COUNTY


Stephen S. Lazarus, Lazarus & Lewis, LLC
Union Counsel, COHC


Bargaining Committee Member


Bargaining Committee Member


Bargaining Committee Member


Denise O. Habig
Bargaining Committee Member

Approved and journalized by the Hamilton County Board of Commissioners on _____,
2022.

APPENDIX A --

2022 WAGE SCALE

0 - 12 Months	13 - 24 Months	25 - 36 Months	37 - 48 Months	49 - 60 Months	61 -72 Months	73+ Months
\$45,760.00	\$48,276.80	\$50,939.20	\$53,726.40	\$56,680.00	\$59,800.00	\$63,086.40
\$22.00	\$23.21	\$24.49	\$25.83	\$27.25	\$28.75	\$30.33

2023 WAGE SCALE

0 - 12 Months	13 - 24 Months	25 - 36 Months	37 - 48 Months	49 - 60 Months	61 -72 Months	73+ Months
\$47,132.80	\$49,725.10	\$52,467.38	\$55,338.19	\$58,380.40	\$61,594.00	\$64,978.99
\$22.66	\$23.91	\$25.22	\$26.60	\$28.07	\$29.61	\$31.24

2024 WAGE SCALE

0 - 12 Months	13 - 24 Months	25 - 36 Months	37 - 48 Months	49 - 60 Months	61 -72 Months	73+ Months
\$48,546.78	\$51,216.86	\$54,041.40	\$56,998.34	\$60,131.81	\$63,441.82	\$66,928.36
\$23.34	\$24.62	\$25.98	\$27.40	\$28.91	\$30.50	\$32.18