

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE HAMILTON COUNTY BOARD OF COMMISSIONERS/
PAUL BROWN STADIUM**

AND

**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL #20
REPRESENTING**

STADIUM SECURITY CLASSIFICATIONS

SERB Case No.

2021-MED-01-0041

Effective Through December 31, 2023

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PREAMBLE

This Agreement, entered into by the Hamilton County Board of Commissioners, hereinafter referred to as the "Employer", and the International Union of Operating Engineers, Local 20, representing Stadium Security Specialists, 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 1.01: The Employer recognizes the Union as the sole and exclusive representative for the purpose of negotiating wages, hours, terms, and other conditions of employment for all full-time employees and all newly hired full-time employees in the bargaining unit including:

- Stadium Facilities Security Specialist 1 and Stadium Facilities Security Specialist 2.
- but excluding: All other employees.

ARTICLE 2 **UNION SECURITY AND DUES CHECK-OFF**

Section 2.01: The Employer agrees to deduct Union membership dues in accordance with this Article for all employees eligible for the bargaining unit.

Section 2.02: The Employer agrees to deduct regular Union membership dues on a biweekly basis from the pay of any employee in the bargaining unit eligible for membership upon receiving an approved written authorization signed individually and voluntarily by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 2.03: The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of the Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole exclusive obligation and responsibility of the Union.

Section 2.04: The Employer shall be relieved from making such individual "check-off" deductions upon an employee's (1) termination of employment, (2) transfer to a job other than one covered by the bargaining unit, (3) layoff from work, (4) unpaid leave of absence, (5) revocation of the check-off authorization, or (6) resignation from the Union.

Section 2.05: The Employer agrees to notify and provide the Union the name, address, and classification of any new employee hired into a classification covered by this bargaining agreement, as soon as reasonably possible after the employee is hired. At the request of the Union, the supervisor will arrange for a fifteen (15) minute meeting between the authorized Union Representative and new bargaining unit employee, during normal working hours.

ARTICLE 3 **CORRECTIVE ACTION**

Section 3.01. No employee shall, for disciplinary reasons, be reduced in pay, suspended, or discharged except for just cause. An employee who is convicted of a felony is subject to termination and shall have no right to grievance and arbitration provisions set forth in this Agreement.

Section 3.02. Before the Employer issues an order of suspension, reduction/demotion, or discharge, a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. Not less than seventy-two (72) hours prior to the conference, the employee will be given notice of the charges and notification of his/her right to representation. The notice of charges shall include specific reference as to the date, time and place of the incident(s) or event(s) that will be presented at the pre-disciplinary conference, as known to the representative of the Employer at the time of issuance of the notification. Upon request and to the extent possible, the Employer will provide to the employee or his or her representative, no later than forty-eight (48) hours prior to the pre-disciplinary conference, copies of documents and a list of witnesses which the Employer intends to present at the pre-disciplinary conference.

An employee or the Union (with the employee's consent) may waive the pre-disciplinary conference illustrated in this section by submitting a written waiver or by failing to appear for the conference. If the pre-disciplinary conference is waived, no pre-disciplinary conference will be held (however, this does not prohibit the Employer from conducting an investigatory interview prior to imposing any discipline). An employee or the Union (with the employee's consent) may postpone a pre-disciplinary conference one (1) time, provided he or she gives twenty-four (24) hours prior notice of such requested postponement. A Union representative may be present at such pre-disciplinary conferences and will not suffer any loss of pay for attending such conferences.

Section 3.03. If the Employer determines that the employee's continued employment during any investigation and/or during the time leading up to the conference poses a danger to persons or property, or if the employee's continued employment could disrupt operations, the Employer may relieve the employee from duty with pay pending the results of the pre-disciplinary conference provided above.

Section 3.04. Records of oral warnings and written reprimands shall cease to have force and effect for purposes of progressive discipline 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. 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 for purposes of progressive discipline after thirty-six (36) 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.

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

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

Section 3.05. 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.

Disciplinary conferences will be conducted in a private businesslike manner.

ARTICLE 4 **GRIEVANCE PROCEDURE**

Section 4.01: The term "grievance" shall mean an allegation by the Union or a bargaining unit employee that there has been a misinterpretation, misapplication, or breach of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement, nor those matters not covered by this Agreement.

Section 4.02: 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 timely appealed by the grievant at the second and following steps shall be considered resolved based upon the Employer's last answer. Any grievance not answered by the Employer within the stipulated time limits may be advanced by the 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 4.03: 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) 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 may then schedule a meeting 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 receipt of the grievance or the date of the meeting, whichever is later.

STEP 2: If the grievance is not resolved in Step 1, the grievant 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.

Section 4.04: ARBITRATION - After the Employer receives the Union's written request to arbitrate, the representatives of the parties shall begin the selection procedures outlined below. The Union or the grievant may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party or parties cancelling the arbitration. Any grievance not submitted within the fourteen (14) consecutive calendar day period described in Section 3 Step 4 of this Article shall be deemed settled on the basis of the last answer given by the Employer.

- 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. Either 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. If the arbitrator determines the grievance is arbitrable, the grievance will be heard on its merits before the same arbitrator. Either party may request that the arbitration be bifurcated if arbitrability is questioned.
- 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. The costs and fees of the arbitrator shall be borne by the losing party, except in cases involving disciplinary action, in which cases the costs shall be split equally between the Employer and the Union. The expenses of any non-employee witnesses 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 4.05: All grievances must be filed using the grievance form mutually agreed upon by the parties. The Union shall have the responsibility for the duplication, distribution, and their own accounting of the grievance form. All grievances must 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.

* The Union's grievance form provides for the information outlined above.

Section 4.06: A grievance may be initiated by any employee or the Union covered by this Agreement. Where a group of bargaining unit employees desires to file a grievance involving an incident affecting several employees in the same manner, one (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 4.07: Grievances concerning corrective 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 4.08: 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.

Section 4.09: Employees covered by this Agreement, who are removed or reduced while on their probationary period, are removed or reduced without recourse, and do not have recourse for remedy through the grievance or arbitration procedures.

Section 4.10: The grievance procedure provided for in this Article is intended to supersede appeals to the State Personnel Board of Review and other avenues of appeal regarding matters covered by this Agreement.

Section 4.11: Grievances involving disciplinary action of oral warning (written record) or written reprimand shall be subject to Steps 2 and 3 of the grievance procedure, but may not be appealed to Step 4 (arbitration). Grievances involving disciplinary action of reduction, suspension, or termination shall be submitted directly to Step 3 of the grievance procedure, and may be appealed to Step 4 (arbitration).

Section 4.12: When any time period provided for in this Article ends on a Saturday, Sunday, or holiday, such time period shall automatically be extended to include the next day that is not a Saturday, Sunday, or holiday.

ARTICLE 5
NO STRIKE / NO LOCKOUT

Section 5.01. The Employer and the Union recognize that a strike would create a clear and present danger to the health and safety of the public and that the Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

During the term of this Agreement, the Union shall not authorize, cause, engage in, sanction, or assist in any sick call work stoppage, strike, sympathy strike, or slowdown which affects the Employer or his operations. Should the State Employment Relations Board determine that any employee(s) have engaged in or are engaging in a sick call work stoppage, strike, sympathy strike, or slowdown, the Union will promptly do whatever it can to prevent or stop such unauthorized acts, including the preparation of a letter addressed to the Employer stating "the strike action is not sanctioned and all employees should return to work immediately" signed by the ranking Union officer of the local.

Section 5.02. In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 5.1 of this Article are subject to discipline or discharge by the Employer. Disciplinary action taken in accordance with the provisions of this Article shall not be subject to the grievance procedure Article.

Section 5.03. 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 5.1 of this Article.

Section 5.04. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

ARTICLE 6
NONDISCRIMINATION

Section 6.01: The parties agree that neither the Employer nor the Union shall discriminate against an employee because of his or her membership or non-membership in the Union or his or her participation or non-participation in Union activities. Furthermore, the Employer will not unlawfully discriminate against any employee based on race, color, religion, sex, national origin, age, disability, or veteran status.

ARTICLE 7
UNION BUSINESS

Section 7.01: The Union shall designate, and the Employer shall recognize, two (2) Union stewards, for the purpose of processing grievances in accordance with the grievance procedure and to serve as representatives for purposes of labor negotiations and/or committees. In the event of the absence of a designated representative, or in the event of his or her inability to perform his or her function, the Union may designate an alternate.

Section 7.02: The Union shall provide to the Employer a list of stewards at the time they are identified, which is to be kept current at all times. 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. The list of stewards shall include the following:

- A. Name
- B. Preferred contact method that consists of a working phone number and/or email address
- C. Union position held
- D. Work address and phone number for any union staff representatives who are not employees of the Employer.

Section 7.03: The Union steward shall be in non-paid status while conducting Union business except that if hearings on grievances or negotiation sessions are scheduled during the employee's or representative's regular duty hours, the representative and/or employee shall not suffer any loss of pay for attending such hearings or sessions.

Section 7.04: The Union agrees that no representative of the Union, either employee or nonemployee of the Employer shall interfere, interrupt, or disrupt the normal work duties of employees.

Section 7.05: Union representatives shall be permitted reasonable access to work areas in order to conduct legitimate Union business, but only with prior approval by the Department Head or authorized representative.

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

ARTICLE 8 **MANAGEMENT RIGHTS**

Section 8.01. The Union recognizes and accepts the right and authority of the Employer to determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as:

- A. To determine the functions and programs of the Employer;
- B. To determine the standards of services to be delivered;

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

Section 8.02. The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by the Agreement or ensuing Agreements shall remain the exclusive function of the Employer. The Employer recognizes that any exercise of Management Rights shall not violate this Agreement.

ARTICLE 9 **PROBATIONARY PERIOD**

Section 9.01. Newly hired employees shall serve an initial probationary period not to exceed one hundred and eighty (180) calendar days. Employees retained by the Employer beyond the initial probationary period acquire seniority retroactive to the first day of reporting for work. Employees who have successfully completed the initial probationary period and who are rehired into the same classification within one (1) year of leaving County employment into the same classification shall not serve another initial probationary period.

Section 9.02. During the employee's initial probationary period, the Employer may discharge, suspend, or reduce any probationary employee at will, and such discharge or other discipline shall not be subject to the grievance and arbitration procedure of this Agreement.

Section 9.03. All promotions within the unit described in this Agreement shall be probationary for a period not to exceed ninety (90) calendar days. Prior to the expiration of the promotional probationary period, the Employer may demote the probationary employee at will to the position and rate of pay from which he or she was promoted.

ARTICLE 10

PERSONNEL FILES

Section 10.01: Each employee may request to inspect his or her official personnel file maintained by the Employer. Inspection of the individual's personnel file shall be by scheduled appointment requested in writing, and approved by the Employer. Appointments shall be during the regular scheduled work hours of the administrative staff of the Employer. An employee shall be entitled to have a representative of his or her choice accompany him or her during such inspection.

Section 10.02: Records of oral reprimand (written record) or written reprimand shall be in full force and effect for a period of twenty-four (24) months, provided no intervening discipline has occurred. Records of reduction or suspension shall be in full force and effect for a period of thirty-six (36) months, provided no intervening discipline has occurred.

Section 10.03: A copy of any disciplinary action that is placed in an employee's personnel file shall be given to the employee. The employee shall sign a copy of the disciplinary action to acknowledge his or her receipt of the document.

Section 10.04: If an unfavorable statement or notation is in the official personnel file, the employee shall be given the right to place a statement of rebuttal or explanation in the file.

Section 10.05: The contents of personnel files shall be prescribed by Hamilton County, and retention of items shall be determined by State and Federal law. Further, all items defined by the Ohio Revised Code as public information shall be available to the public from an employee's personnel file. The parties to this Agreement acknowledge that this Article is intended to comply with § 149.43 of the Ohio Revised Code.

ARTICLE 11

PROMOTIONS

Section 11.01: The parties agree that all promotions within the bargaining unit shall be filled in accordance with this Article. Promotion shall be defined as when the Employer determines that there is an opportunity for a bargaining unit employee to move from any bargaining unit classification to another bargaining unit classification with a higher rate of pay.

Section 11.02: Whenever the Employer determines that a permanent vacancy in any bargaining unit classification exists and that the Employer intends to fill, a notice of such vacancy shall be posted on a designated bulletin board in each facility for seven (7) calendar days. During the posting period, any employee in a lower paying classification who wishes to apply for the vacancy shall do so by submitting a written application to the Employer. The Employer may also post the vacancy externally during the seven (7) calendar day period. The Employer shall not be obligated to consider any applications submitted after the posting date or which do not meet the minimum qualifications for the job.

Section 11.03: Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacancy pending the Employer's determination to fill the vacancy, for one (1) period not to exceed one hundred twenty (120) days, on a permanent basis.

Section 11.04: All timely filed applications shall be reviewed considering the following criteria: seniority, qualifications, experience, education, work record, previous job performance, disciplinary record, physical, and mental capability.

Section 11.05: The Employer shall select the employee(s) to be promoted based on the following:

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

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

If there are no qualified applicants for a promotional opportunity, the position may be filled by a new hire. The Employer reserves the right to make temporary assignments pending the posting process and to make temporary reassignments due to staffing needs.

ARTICLE 12 **SAFETY AND HEALTH**

Section 12.01: The Employer and the Union recognize the need for both parties to participate in the development and implementation of practices that will:

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

ARTICLE 13 **SUPERVISORS WORKING**

Section 13.01. Supervisors shall not be regularly assigned to perform work historically performed by members of the bargaining unit. Supervisors may intermittently perform bargaining unit work in emergencies, for instructional purposes, to prevent property damage or a significant delay in customer service, to cover for leaves (paid or unpaid), or when a bargaining unit employee is not reasonably available to perform the work.

ARTICLE 14

SENIORITY

Section 14.01: "Seniority" shall be computed on the basis of uninterrupted length of continuous service with the County. A termination of employment lasting less than thirty-one (31) calendar days shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

Section 14.02: An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

Section 14.03: Employees laid off shall retain their seniority for a period of twenty-four (24) months from the day of layoff.

ARTICLE 15

LAYOFF AND RECALL

Section 15.01: 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 seniority, as defined in Article 14 (Seniority) of this Agreement within each classification selected for layoff, in accordance with each employee's ability to perform the remaining work, and based upon performance evaluation assessments. Upon notification of layoff, total seniority shall prevail providing the senior employee is licensed and qualified to perform the work available.

Layoff within each bargaining unit classification shall be as follows:

First - Probationary

Second- Non-Probationary (Permanent)

Section 15.02: Employees who are laid off shall be placed on a recall list for a period of two (2) calendar years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the available work.

Section 15.03: 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 15.04: The recalled employee shall have ten (10) calendar days following the date of receipt of the recall notice to notify the Employer of his or her intention to return to work, and 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 15.05: 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 16 **BULLETIN BOARDS AND EMAIL**

Section 16.01: The Stadium Operations Director shall designate an official posting area for Union notices. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

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

Section 16.02: Prior to posting, a signed and dated copy of all other material to be posted shall be submitted for review by the Stadium Operations Director or a person designated by him or her. Posted material must be in good taste and not defame any person, organization, or activity.

Section 16.03: The Union may utilize the employer email system to communicate with members regarding grievance and representational issues.

ARTICLE 17 **COUNTY CLASSIFICATION PLAN**

Section 17.01. The provisions of Section 2.7 of the Personnel Policy Manual of the Hamilton County Board of Commissioners concerning the Employer's Classification Plan shall not be applicable to bargaining unit employees.

ARTICLE 18 **SUBCONTRACTING**

Section 18.01. When the Employer subcontracts work that is normally performed by bargaining unit employees and such subcontracting results in the layoff of any bargaining unit employee pursuant to the terms of Article 15 of this Agreement, the Employer will meet with the Union to

discuss the effects of such subcontracting. The Employer will demonstrate the rationale for such subcontracting and the Employer's anticipated economic benefits.

ARTICLE 19

HOURS OF WORK AND OVERTIME / COMPENSATORY TIME

Section 19.01: The work period for all employees in the bargaining unit shall commence at 12:01 AM on Thursday and continue for seven (7) consecutive days to end at 11:59 PM on the following Wednesday. This work period is for the purpose of calculating overtime.

Section 19.02: Each employee shall receive two (2) fifteen-minute rest breaks per day. These break periods shall be paid time. They shall not abut the beginning nor the end of the employee's work shift, nor shall they abut the employee's lunch break.

Section 19.03: The Employer reserves the right to schedule the employee's workday, including lunch and break periods.

Section 19.04: Each employee who is required to be in active pay status in excess of forty (40) hours per work period shall be entitled to overtime pay for all hours paid above forty (40) at the rate of one and one-half (1.5) times his or her regular hourly rate of pay. Hours of work per day or per week are not guaranteed. "Active Pay Status" for purposes of this Article shall include hours worked, holidays, vacation time, and paid personal leave time, and sick leave, but not any other leave not specifically included. The Employer reserves the right to flex the employee's schedule to avoid paying overtime.

Any employee who is called in to work for a period that does not abut his or her scheduled shift shall receive a minimum of three (3) hours pay at the overtime rate for the hours worked. When calculating actual time worked on a call-in, the Employer will include reasonable commuting time from and to the employee's home.

Section 19.05: Compensatory Time: Bargaining unit employees who work over forty (40) hours in a week may receive compensatory time off, instead of overtime pay, at the rate of one and one-half (1 ½) hours off for each hour of overtime worked. Compensatory time may accrue to a maximum of one hundred (100) hours and shall be used at a time which is mutually agreeable to the Department Head and the employee. However, an employee shall have the compensatory time balance at or below twenty-four (24) hours prior to August 1st of each calendar year. Employees with earned but unused compensatory time in accordance with the limits stated above who separate from Paul Brown Stadium from a job classification in the bargaining unit shall be paid for unused compensatory time at the rate of pay in effect at the time of separation.

ARTICLE 20

VACATION

Section 20.01: Employees shall earn vacation leave according to their number of years of service with the Employer and any political subdivision of the State of Ohio as follows:

- A. 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 (200) hours per year at an accumulation rate of seven and seven-tenths (7.7) hours per pay period.

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

Section 20.02: Vacation credit accrues while on vacation, 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 20.03: Vacation may be taken in one-tenth (1/10) hour increments. Requests for vacation use of less than forty (40) hours shall be submitted as soon as possible, but not less than seventy-two (72) hours in advance. Requests for vacation use of forty (40) hours or more shall be submitted as soon as possible, but not less than seven (7) calendar days in advance. All vacation requests shall be made using the online Time Off Request system. Requests submitted with less than the aforementioned notification period will normally be denied. However, nothing contained herein shall prohibit the Employer from granting vacation requests with less than the aforementioned notification period, provided the Employer agrees that the request is necessitated by circumstances which are unforeseen by the employee.

Section 20.04: Vacations are scheduled and approved in accordance with the workload requirements of the Employer. The Employer reserves the right to designate time periods when vacations may be restricted or denied due to operational requirements. Once a vacation is scheduled and approved by the Employer, the approval cannot be withdrawn, except in case of emergency.

- A. Employees may use only vacation time they have accrued and vacation time that will be earned by the date of the vacation time selected.

Section 20.05: Vacation Carryover shall be limited by the following:

EMPLOYEES HIRED PRIOR TO 05/30/2019

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

Years of Service	Max Accrual Balance
Upon Hire	240 Hours (120 Part-Time)
5 th Anniversary	360 Hours (180 Part-Time)
10 th Anniversary	480 Hours (240 Part-Time)
15 th Anniversary	600 Hours (300 Part-Time)

EMPLOYEES HIRED ON OR AFTER 05/30/2019

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

Years of Service	Max Accrual Balance
Upon Hire	100 Hours (50 Part-Time)
5 th Anniversary	200 Hours (100 Part-Time)
10 th Anniversary	300 Hours (150 Part-Time)
15 th Anniversary	400 Hours (200 Part-Time)

Section 20.06: Any employee who separates from service shall be paid for any earned but unused vacation leave, subject to Section 20.05 and Section 20.01 above.

Section 20.07: 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.

ARTICLE 21 **HOLIDAYS**

Section 21.01: Designated paid holidays shall be as follows:

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

The length of each holiday listed above shall be eight (8) hours. An employee must be in active pay status for the full working day before and after the observed holiday to be eligible for holiday pay.

Section 21.02: 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 in active pay status during the holiday.

Section 21.03: Holiday pay shall be paid on the biweekly paycheck for the pay period in which the holiday falls.

ARTICLE 22 **SICK LEAVE**

Section 22.01: Bargaining unit employees shall accrue sick leave credit at the rate of four and six-tenths (4.6) hours of sick leave for each eighty (80) hours of service, or while on paid vacation leave and paid sick leave. Sick leave credit shall not accrue during any unpaid leave, layoff, or unpaid disciplinary suspension. Advance use of sick leave shall not be granted. Sick leave is accumulative without limit.

Section 22.02: Sick leave shall be granted to an employee upon approval by the Employer, for the following reasons:

- A. Illness or injury of the employee;
- B. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees;
- C. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate practitioner, when such examination cannot be scheduled during non-work hours;
- D. Illness or injury of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member;
- E. Death of a member of the employee's immediate family, up to a maximum of five (5) days as reasonably required. One day must be the day of the funeral, which the employee must attend;
- F. Examination, including medical, psychological, dental, or optical examination of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably required, and when such an examination cannot be scheduled during non-work hours.

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

Section 22.03: When an employee is unable to report to work due to illness or injury, he or she shall notify his or her immediate supervisor or other designated person one (1) hour prior to the time he or she is scheduled to report to work, unless extenuating circumstances prohibit, on each day of absence, unless other arrangements are made with the employee's supervisor. The procedure for notification is as follows:

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

Section 22.04: Upon return to work, an employee shall complete a request for sick leave use through the electronic payroll system to justify the use of sick leave. The Employer has the management right to investigate any request for sick leave use and determine in each case whether or not sick leave pay is to be granted. The Employer may require a medical examination of the employee by a medical practitioner selected by and paid by the Employer.

Section 22.05: The Employer may require that any request for sick leave use be substantiated by a certificate from a certified medical practitioner when the employee requests sick leave use, and any of the following conditions exist:

- A. When the sick leave use request is for a medical appointment as provided for in Section 22.02(C) or Section 22.02 (F);
- B. When the sick leave request is for three (3) or more consecutively scheduled shifts;
- C. When the sick leave request is for any absence in excess of three (3) absences within the same calendar year;
- D. When the sick leave request is for an absence on any of the holidays provided for in Section 21.01 of this Agreement or when the sick leave request is for the employee's scheduled work shift immediately preceding and/or immediately following any of the holidays provided for in Section 21.01 of this Agreement;
- E. When the sick leave request is for the scheduled work shift immediately preceding and/or immediately following an employee's scheduled vacation leave;
- F. When the Employer has reason to suspect that sick leave use is habitual, repetitive, and/or excessive.

The certificate provided for in this Section must state the general nature of the illness or injury, the expected return to work date, and enough information about the treatment to

inform the Employer whether the employee's job performance will be impaired (e.g., what drugs are prescribed).

Section 22.06: Sick leave usage, when approved, shall be charged in minimum units of one (1) hour increments. In order to receive pay for sick leave usage, an employee must comply with all departmental rules and regulations governing application and use. Falsification of an application for sick leave or a practitioner's statement shall be grounds for disciplinary action.

Section 22.07: Provisions for Leave Donation as provided for in the Personnel Policy Manual of the Hamilton County Board of Commissioners shall be applicable to all bargaining unit employees.

ARTICLE 23 **PERSONAL DAYS**

Section 23.01: Each bargaining unit employee who has completed his/her initial probationary period shall be entitled to eight (8) hours of personal leave during each calendar year. Such leave shall be requested through the electronic payroll system, by the employee, no less than seven (7) calendar days in advance. The Employer reserves the right to schedule personal leave time in order to maintain efficient operation of the department. Requests for personal leave time shall not unreasonably be denied. Personal leave time may be used in full day increments. If a bargaining unit employee fails to pre-schedule and use personal leave time on or before December 31st in any calendar year, such personal leave time is lost and cannot be scheduled for a day later than December 31st.

Section 23.02: An employee, who has completed his or her initial probationary period, who does not use any sick leave (excluding leave for a death in the employee's immediate family) in any period consisting of four (4) consecutive months shall be entitled to request eight (8) hours of extra time off (a personal day) for each four (4) month period. Standard four-month periods (called "tally period") used will be: January 1 through April 30, May 1 through August 31, and September 1 through December 31. Employees must be in active pay status to receive credit toward the earning of personal days off (e.g. periods of non-paid leaves of absence do not count). Requests for earned personal days off shall be honored, subject to the following conditions:

- A. Personal days shall be approved and scheduled in accordance with the workload requirements of the Employer and may be used in full day increments.
- B. Requests for usage of personal days (other than for reasons of employee illness) shall be made in writing by the employee to his/her supervisor prior to the date the requested usage is to occur using the electronic payroll system. Requests for personal days off due to insufficient sick leave shall be made in writing upon the employee's return to work using the electronic payroll system.
- C. Personal Days earned in the first or second tally period of the year must be used by December 31st or they will be paid out in the third pay period of the next year. Personal

Days earned in the third tally period of the year must be used by April 30th or they will be paid out in the first pay period in June.

- D. Should an employee have an Earned Personal Day balance at the time of his/her termination of employment, the time will be paid out in the final pay check.

ARTICLE 24 **INSURANCE**

Section 24.01: The Employer shall make available to all bargaining unit employees the same major medical/hospital care insurance plans, life insurance plans, and dental plans that are available to non-bargaining unit Hamilton County Board of Commissioners' employees. If such non-bargaining unit Hamilton County Board of Commissioners' employees are required to pay a portion of insurance premiums, the same premium contribution levels shall also apply to bargaining unit employees. All insurance requirements (e.g., fees, contributions, co-payments, etc.) specified for such non-bargaining unit Hamilton County Board of Commissioners' employees shall also be applicable to bargaining unit employees.

ARTICLE 25 **WAGES**

Section 25.01: Effective the first full pay period that includes January 1, 2021, bargaining unit hourly rates shall be as follows:

Stadium Security Specialist 1	\$16.74
Stadium Security Specialist 2	\$20.46

Effective the first full pay period that includes January 1, 2022, bargaining unit hourly rates shall be as follows:

Stadium Security Specialist 1	\$18.75
Stadium Security Specialist 2	\$22.36

Section 25.02: Wages for contract calendar year 2023: bargaining unit employees shall receive the same general increase in 2023 approved by the Hamilton County Board of County Commissioners (HCBCC) for non-bargaining unit employees of the Hamilton County Board of County Commissioners (except those employees with individual employment contracts). Such increase shall be effective on the same date as for non-bargaining unit employees of the HCBCC.

ARTICLE 26 **UNIFORMS**

Section 26.01: The Employer will provide each new bargaining unit employee all shirts, pants, pullovers, and jacket required by the Employer in quantities specified by the Employer. The Employer will clean and repair the uniforms at the Employer's expense.

ARTICLE 27
CONTRACT CONSTRUCTION

Section 27.01. The provisions (including procedures) of this Agreement supersede those provisions (including procedures) in the Revised Code covering the same subject matter, and in particular, but not limited to, those governing probationary employees and probationary periods, layoffs and job abolishments, holidays, sick leave, sick leave conversion, and vacations, except that employees will continue to be able to carry sick leave from jurisdiction to jurisdiction and to receive the prior service credit to which they are entitled under the Revised Code for vacation, even though sick leave carryover and prior service credit are not addressed in this Agreement.

ARTICLE 28
SEVERABILITY

Section 28.01. 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 28.02. The parties agree that should any provision of this Agreement be found to be invalid, they will schedule a meeting within twenty (20) business days at a mutually agreeable time to negotiate alternative language on the same subject matter.

ARTICLE 29
WAIVER IN CASE OF EMERGENCY

Section 29.01. In case of emergency declared by the President of the United States, the Governor of the State of Ohio, the Hamilton County Commissioners, the Hamilton County Sheriff or his designee, FEMA, the local EMA, Director of Homeland Security, the federal Secretary of Health and Human Services, or the federal or state legislature, such as acts of God or civil disorder, the following conditions of this Agreement shall be temporarily suspended for the duration of the emergency:

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

Section 29.02. Upon the termination of the emergency, should grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which such grievances had properly progressed, prior to emergency.

Section 29.03. The Employer will not declare emergencies simply to avoid complying with the Agreement without an emergency, as outlined in Section 29.1 above.

Section 29.04. In cases of declared emergency as defined in Section 29.1 above, the Employer will post a document signed by the County Administrator designee containing the time, date, and reason for the declared emergency. A copy of this document will also be provided to the Union Business Agent in a timely manner. Further, upon termination of the emergency, a second document will be posted containing the time and date that the emergency ended. This document will remain posted for seven (7) calendar days and will also be provided to the Union Business Agent in a timely manner.

ARTICLE 30 **TUITION REIMBURSEMENT**

Section 30.01: 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 31 **PARENTAL LEAVE**

Section 31.01: All employees covered by this Agreement shall be eligible to participate in the Employer's Parental Leave Program approved by the Board of County Commissioners under the same terms and conditions, and with the same benefits, applicable to other employees of the Employer.

ARTICLE 32 **JURISDICTION**

Section 32.01: The Parties agree that work jurisdiction will be in accordance with the job classification set forth in Article 1, Recognition. This Article shall not apply to Employer's Article 18, Subcontracting, and Employer's Article 13, Supervisors Working.

ARTICLE 33 **NATIONAL TRAINING FUND**

Section 33.01: In order to provide the latest training to our members and board employees, the Employer will contribute four dollars (\$4.00) per bargaining unit member per pay period to the National Training Fund (NFT) of the IUOE.

ARTICLE 34 **DURATION**

Section 34.01: Unless otherwise specified within specific Articles or Sections of this Agreement, all terms and conditions of this Agreement shall become effective upon execution and shall remain in full force and effect until 12:00 am, December 31, 2023.

Section 34.02: If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, and no later than ninety (90) calendar days prior to the expiration date of this Agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto signed by their authorized representative this
12th day of July 2022.

FOR THE HAMILTON COUNTY
BOARD OF COMMISSIONERS:

Theresa R. Utter

Joseph J. Feldkamp

Scott H. Hays 7/6/2022

J. W. Christ

FOR THE INTERNATIONAL UNION
OF OPERATING ENGINEERS,
LOCAL #20

Paul J. Herron 7/8/2022
