

Supplemental Employee Policy Manual

For

*Employees formerly covered under the
Collective Bargaining Agreement*

Highway Service Workers Heavy Equipment Operators Mechanics

Policies established by

Labor Management Team

As approved by

**Gregory Wilkens, P.E., P.S.
Butler County Engineer**

BACKGROUND

In June of 2018 the employees of BCEO covered under the Collective Bargaining Agreement between The Butler County Engineer and Truck Drivers, Chauffeurs and Helpers, Public Employees, Construction Division, Airlines – Greater Cincinnati / Northern Kentucky Airport and Miscellaneous Jurisdiction, Greater Cincinnati, Ohio Local Union No. 100 (Teamsters), voted to decertify the contract upon expiration on June 30, 2018.

It was agreed by BCEO Management and Employees previously covered under the agreement that it would be in the best interest of all parties to establish a Labor Management Team that would put together a document to address certain policies and procedures that were unique to the Operations Department and not covered by the BCEO Employee Policy Manual. This document arose out of the efforts put forth by the Labor Management Team as established by appointment and election and commencing by initial meeting 10/16/2018.

The Labor Management Team will continue to meet from time to time as determined necessary by the team. Modifications may be made to this document at any time either by recommendations put forth by the Labor Management Team or at the discretion of the Butler County Engineer. There is no term or expiration for this document, rather it will be continually updated as needed.

LABOR MANAGEMENT TEAM

The Labor Management Team shall comprise of The Operations Deputy, The Human Resources Manager, (1) Operations Manager to be appointed by the Operations Deputy, (1) Operations Supervisor and (3) Operations Employees to be selected by nomination (a volunteer sign-up sheet [See Below]) followed by election by Employees of the Operations department and shall serve a two-year term. Write-in votes are not allowed, a write-in vote on a ballot will invalidate the entire ballot. If there are not enough volunteers to hold the election, incumbents will remain on the team for another term.

While both the Safety Committee [Below] and Labor Management Team will serve 2-year terms, in order to have rotating terms, 2 of the elected members (decided by random draw) will remain on the original team for 1 more year and be replaced by 2 more elected individuals in year 3. From that point forward each year there will be two 2 year terms expiring and those two spots will be up for election. Incumbents are allowed and encouraged to volunteer for another term and may be re-elected. There are no term limits at this time.

The second election will be held on or about October 1, 2020, and will continue on or about October 1 of each subsequent year according to the schedule outlined above.

SAFETY COMMITTEE

The Safety Committee shall comprise of The Operations Deputy (1) Operations Manager (1) Operations Supervisor and (3) Operations Employees (Highway Service Worker, Mechanic or Operator). The Operations Deputy shall serve as the Chair of the Committee. The Operations Manager shall be appointed by the Operations Deputy. The remaining members shall be selected by nomination (a volunteer sign-up sheet [See Below]) followed by election by Employees of the Operations department and shall serve a two-year term. If there are not enough volunteers to hold the election, members will be appointed by the Labor Management Team.

ELECTION PROCESS

Elections to the Safety Committee or Labor Management Team will follow this procedure:

A notice will be posted at least 3 weeks before an election asking for people who are interested in serving to sign-up. Those wishing to be placed on the ballot must sign up with the Operations Secretary.

The names on the Sign-up sheet will be placed on a ballot. The sign-up sheet will close on a Friday, the ballot will be posted on Monday morning. Monday thru Friday will provide an opportunity for employees to question the candidates and to decide who they want to vote for. The election will be held on the following Monday or Tuesday or, in the event of unforeseen circumstances as soon as practicable afterward.

The election will be held, and the votes counted in the presence of the Operation Department employees. Write-In Votes are not allowed and any ballot that includes a Write-In will be discarded and no votes on that ballot will count.

The Operations Deputy will certify the results.

REVISED 02/08/22

ARTICLE I

HOURS OF WORK AND OVERTIME

Section 1.1. The normal work week for Employees shall be forty (40) hours of five (5) workdays of eight (8) hours per day per week. The work week, for overtime calculation purposes, shall commence on Saturday at 12:01 a.m. and conclude the following Friday at 12:00 midnight; provided, however, that upon notice to the employee, such workweek may be adjusted to conform to any county-wide change in pay periods imposed by the Auditor's Office.

Section 1.2.

- A. The Employer shall set work schedules and starting times, which shall remain flexible based upon the needs of the Employer. The Employer may restructure the normal workday or workweek for the purposes of promoting efficiency or improving services.
- B. The Employer shall not restructure the work schedule of an Employee under subsection (a) with the intent to discipline an Employee without just cause.

Section 1.3.

- A. An Employee working in excess of forty (40) hours in one week or in excess of eight (8) hours in any workday, as defined by The Fair Labor Standards Act of 1938, as amended (the "FLSA"), OR any hours required by the Employer to be worked outside of the Employee's regularly scheduled hours, shall, as specified by the Employee, either be paid cash at one and one-half times his or her regular rate or compensatory time off on the basis of one and one-half hours off for each hour of overtime worked. Time off to use earned compensatory time will be granted Within a reasonable time of the Employee's request, not to exceed forty-five (45) days, unless granting the request would unduly disrupt the operations of the Employer. No Employee shall be permitted to accrue more than one hundred fifty (150) hours of compensatory time, and hours of compensatory time in excess of these limits shall be converted to cash at the Employee's regular rate of pay on those dates. Any Employee who has accrued unused compensatory time to the maximum compensatory time limit shall be paid in cash for additional overtime worked. If an Employee is paid in cash for accrued compensatory time, he or she shall be paid at the Employee's regular rate at the time of payment. Upon termination of employment, unused compensatory time shall be paid at the Employee's average regular rate for the last three (3) years of employment or the Employee's final regular rate, whichever is higher.
- B. Overtime shall only be worked upon the authorization of the Engineer or his designated representative.

- C. For purposes of this Article, "hours worked" shall include vacation leave, holiday leave, and compensatory time off used during the workweek in addition to the definition of "hours worked" contained in the FLSA. Further, all time worked on a holiday shall be paid at the time-and-one-half rate, plus the holiday pay for that day, and Sick Hours that are verified by Doctor's excuse that would otherwise reduce the number of overtime hours for that pay period irrespective of the number of hours worked during the remainder of that work week.
- D. It is the intention of the parties, for reasons of efficiency and economy, that the Employer is permitted to utilize work scheduling and compensatory time to minimize its overtime liability. For Employees who are called in to work early for purposes of snow and ice control, the Employees will not be sent home early in that same day under the provisions of this Section until the Employee has worked at least eight (8) hours at a straight-time rate; provided, however, that this does not bar the Employer from otherwise making other schedule adjustments during that Employee's work week.
- E. No Employee who drives a vehicle for which a commercial driver's license (CDL) is required shall be permitted to work more than fifteen (15) hours in a twenty-four (24) hour period, and no more than ten (10) of those hours may involve driving a county vehicle, except as may otherwise be permitted under applicable federal law. Such an Employee may not be called back to work until he or she has been released for at least eight (8) consecutive hours off duty for rest purposes.
- F. If the Employer decides to change the existing practice of assigning work on snow and ice control jobs through a schedule of two teams on a permanent basis, the Employer agrees to so notify the Labor Management Team and, consider alternative proposals and/or comments put forth by the Labor Management Team about the proposed change.
- G. Under this Article, a "work day" for which overtime will be paid if more than eight (8) hours is worked shall be a period of twenty-four (24) hours measured from 12:00 a.m. to 11:59 p.m. Notwithstanding this provision, if an Employee assigned to snow and ice control commences a period of continuous work prior to midnight, and is in overtime status because he or she has already worked at least eight (8) hours in that workday, then the Employee shall continue to be compensated at time-and-a-half rates (in compensatory time or cash) if the period of continuous work continues past midnight into the next workday.

Section 1.4

- A. In the scheduling of overtime, the Employer shall give priority to available full-time permanent Employees over temporary, seasonal, or casual employees. This section shall not be construed to require the Employer to reduce the normal work schedule of temporary, seasonal, casual, or part-time employees to create overtime for full-time permanent employees; provided, further, that this provision does not require the Employer to reassign a seasonal employee assigned to a work crew when that crew continues to work past the end of the normal workday.
- B. When assigning overtime work for snow and ice control, the Employer shall first offer the overtime work to the Employees in the classifications that normally perform that work before offering work to Employees in other classifications.

Section 1.5

- A. For overtime assignments involving snow and ice control, the Employer shall assign the Employees who are normally assigned to the route in question.

B. **Partial Call Out**

A rotation list for each team will be made from those who sign up at the beginning of the snow season and up to six drivers will be on call for partial call outs. You must have a full-time route to be eligible. If you sign up and do not respond, you will lose your on-call pay for that week and be subject to disciplinary action per the BCEO Policy on missed on-call shifts. Additionally, you will be moved to the bottom of the Partial Call Out List. If you can't come in for any reason you will be moved to the bottom of the list. The Voluntary Partial Call Out List will be arranged in order of seniority. When a partial call-out event occurs the Supervisor will start at the top of the list. After the event, all employees receiving overtime pay as a result of the partial Call Out will move to the bottom of the list and everyone else will move up on the list. If 4 or more drivers come in a Mechanic and Operator come in.

C. **Partial Held Back**

For times between 4-8 PM where the event has already started and drivers are on their route, the drivers that are out in areas that need to be treated shall be asked by seniority if they would like to stay. If no one wants to stay the least senior driver in that area will stay.

- D. During the period of time in which the Employee is designated as on-call for mandatory overtime purposes, the Employee must have a phone available and operational at all times. Employees who are designated as on-call for mandatory overtime will be compensated at the rate of \$98.00 for each entire week or \$14.00 per day on which he or she is required to be on call for mandatory overtime. If an Employee is absent from on-call duty and fails to respond to a call, and is not excused therefrom under Section E, below, such Employee will forfeit the entire week stipend for such on-call pay.

E. **Hours**

If drivers are called out and finished before 2:00 a.m., they need to go home and come back at 7:30 a.m. and work until 4:00 p.m.

If drivers are called out after 12:00 a.m. and finish after 2:00 a.m., they need to stay until they have completed 8 actual hours worked. Once they have completed 8 actual hours worked they will need to go home.

If an employee or supervisor is called out and works less than 2.66 hours he shall receive four (4) hours straight time. If he actually works more than 2.66 hours the time shall be calculated at 1.5

x the actual time worked. If the employee or supervisor is called out again within the four hour period, the employee or supervisor shall **not** receive another four-hour minimum.

Example: called out at 12:00 a.m. and works till 2:00 a.m. he receives (4 hours) and then called out at 3:00 a.m. and works until 4:00 a.m. he would then receive (1-hour x 1.5)

If an employee goes home before lunch, they don't work the extra .50 hour to account for their lunch; their lunch will be the last half hour of the day. If they stay through lunch, they shall work the extra .50 hour to account for lunch.

Time @ 1.5	Straight Time Worked	Leave	Hours worked outside normal	Straight Overtime Earned
4:30PM to 4:30AM		4:30AM	12	6
5:00PM to 5:00AM		5:00AM	12	6
5:30PM to 5:30AM		5:30AM	12	6
6:00PM to 6:00AM		6:00AM	12	6
6:30PM to 6:30AM		6:30AM	12	6
7:00pm to 7:00AM		7:00AM	12	6
7:30pm to 7:30AM		7:30AM	12	6
8:00PM to 7:30 AM		7:30AM	11.5	5.75
8:30PM to 7:30AM		7:30AM	11	5.5
9:00PM TO 7:30AM		7:30AM	10.5	5.25
9:30PM TO 7:30AM		7:30AM	10	5
10:00PM TO 7:30AM		7:30AM	9.5	4.75
10:30PM TO 7:30AM		7:30AM	9	4.5
11:00PM TO 7:30AM		7:30AM	8.5	4.25
11:30PM TO 7:30AM		7:30AM	8	4
12:00AM to 7:30AM	7:30AM to 8:00AM	8:00AM	7.5	3.75
12:30AM to 7:30AM	7:30AM to 8:30AM	8:30AM	7	3.5
1:00AM to 7:30AM	7:30AM to 9:00AM	9:00AM	6.5	3.25
1:30AM to 7:30AM	7:30AM to 9:30AM	9:30AM	6	3
2:00AM to 7:30AM	7:30AM to 10:00AM	10:00AM	5.5	2.75
2:30AM to 7:30AM	7:30AM to 10:30AM	10:30AM	5	2.5
3:00AM to 7:30AM	7:30AM to 11:00AM	11:00AM	4.5	2.25
3:30AM to 7:30AM	7:30AM to 11:30AM	11:30AM	4	2
4:00AM to 7:30AM	7:30AM to 12:30PM	12:30PM	3.5	1.75
4:30AM to 7:30AM	7:30AM to 1:00PM	1:00PM	3	1.5
5:00AM to 7:30AM	7:30AM to 1:30PM	1:30PM	2.5	1.25
5:30AM to 7:30AM	7:30AM to 2:00PM	2:00PM	2	1
6:00AM to 7:30AM	7:30AM to 2:30PM	2:30PM	1.5	0.75
6:30AM to 7:30AM	7:30AM to 3:00PM	3:00PM	1	0.5
7:00AM to 7:30AM	7:30AM to 3:30PM	3:30PM	0.5	0.25
	7:30AM to 4:00PM	4:00PM	0	0
4:00PM TO 4:30PM	7:30AM to 4:00PM	4:30PM	0.5	0.25
4:00PM to 5:00PM	7:30AM to 4:00PM	5:00PM	1	0.5
4:00PM to 5:30PM	7:30AM to 4:00PM	5:30PM	1.5	0.75
4:00PM to 6:00PM	7:30AM to 4:00PM	6:00PM	2	1
4:00PM to 6:30PM	7:30AM to 4:00PM	6:30PM	2.5	1.25
4:00PM to 7:00PM	7:30AM to 4:00PM	7:00PM	3	1.5
4:00PM to 7:30PM	7:30AM to 4:00PM	7:30PM	3.5	1.75
4:00PM to 8:00PM	7:30AM to 4:00PM	8:00PM	4	2

ARTICLE II

OUT OF CLASS PAY

Section 2.1. Supervisor Out of Class Pay

When a non-supervisory employee is temporarily assigned a supervisory role, they will be paid "Out-Of-Class" pay according to the following:

- A. Each Supervisor will designate, subject to the approval of the Operations Deputy and Operations Manager, one employee to be the Supervisor in his/her absence.
- B. That designee must (if they have not already done so) service in the role of Supervisor for a "trial" period of five (5) consecutive days (notwithstanding holidays and snow events). Upon completion of 5 consecutive days in that role, the employee will be paid Out-Of-Class pay for those 5 days.
- C. After having served the "trial" period (see above), they will receive Out-Of-Class day each time they fill that role for a period of at least one (1) full day and will receive pay for time served in that role in full-day increments. (Partial days are not eligible to receive Out-Of-Class pay.)
- D. In the event both the Supervisor and the Designated Fill-In Supervisor are absent, and a third person fills that role, they are ONLY eligible for Out-Of-Class pay if they have served the "trial" period as outlined in (2) above.
- E. Other out of class is currently under review. This section will be updated when a determination is made

ARTICLE III

UNIFORM

- A. The County Engineer will provide suitable work uniforms and footwear for Employees where determined appropriate and as reasonably required. Identification and determination of specific articles of clothing and footwear to be provided, sources of acquisition, and frequency of distribution remain at the sole discretion of the County Engineer.
- B. The County Engineer shall provide the following items of clothing as below described and in accordance with the schedule provided:

<u>Article of Clothing</u>	<u>Number</u>	<u>Distribution</u>
a. T-Shirts with BCEO logo	8	On or about May 1 st
b. Class III T-Shirts in lieu of above*	5	
c. Work Uniforms (if desired)	11	Provided through Uniform Service
d. Headgear: Ball Cap (Summer)	1	
Sock Cap (Winter)	1	
e. Sweatshirts	2	
f. Long Sleeve T-Shirts in lieu of above	2	
<i>or a combination of Long Sleeve T-Shirt and Sweatshirt</i>		

**Class II T-Shirts may be worn during the day. However, Class III is required at night, so employees are required to have Class III available anytime they work at night*

Be aware that the Butler County Engineer is required to pay for the uniform (c) each day whether worn by the employee or not. Employees that participate in the Uniform service program are advised to make sure they are being responsible with this expenditure of public funds and are wearing the Uniform each day.

The Employer may choose to replace items that have been damaged in the course of an Employee's work if they are determined to be unwearable. This is at the sole discretion of the Employer. This benefit is considered a taxable fringe benefit and will be handled accordingly.

- C. The Butler County Engineer will provide a voucher in the amount of \$450.00 each year on or about September 1st to be used at:

**Footworks
10156 Reading Rd
Cincinnati, OH 45241**

This is to be used for the purchase of footwear, outerwear, raingear, rubber boots and gloves as needed by the Employee. Employees will have an open window of time of 30 days to select the

items they wish to purchase. At the close of this 30 day period, the BCEO logo will be applied to all garments where applicable (generally shirts, jackets, coveralls), then returned to the Employee. Please be aware that safety-related items that are purchased under this program will not be considered a taxable fringe benefit, all other items will be. The amount provided for this purpose will be reviewed after 3 years.

- D. Due to the fact that some Employees prefer Red Wing Boots, which are not available at Footworks, the Engineer will arrange for a "Boot Truck" to be on site in advance of the 30-day window mentioned above. Employees will be allowed to allocate a portion of their voucher to be spent on this truck at the pre-arranged time. The amount spent for boots on this truck will be deducted from the Employee's voucher to be used at Footworks. This will be the only exception to the procedure outlined in Section (C) above.
- E. No badges, labels, advertisements, logos or other symbols or markings reflecting affiliation with, membership in, preference for or support of any activity, cause, product, business activity or social issue may be worn on any item of clothing by any Employee of the County Engineer while performing work for or representing the County Engineer other than that identifying the individual as an Employee of the County Engineer (this includes ball caps). Items of clothing not believed to properly represent the agency may be disapproved. All clothing items issued by the County Engineer or paid for by the County Engineer shall be clearly marked, where deemed appropriate, so as to identify the wearer as a County Engineer Employee.
- F. Uniforms provided under the Uniform Service in Section B above, are subject to the terms and conditions of the contract with the Butler County Engineer. Specifically, this stipulates that Uniforms replaced or repaired in the normal course of wear and tear and be provided for by the employer. Garments damage as a result of excess wear and tear will be the responsibility of the Employee. This benefit is considered a taxable fringe benefit and will be handled accordingly.
- G. Employees will not engage in any activity while wearing the uniform or related items that may bring discredit upon the Office of the County Engineer.
- H. Probationary Employees newly hired or Employees who are transferred or reassigned positions requiring uniforms will be issued uniforms and appropriate outerwear as soon as feasible. For those Employees, the County Engineer will determine appropriate dress as the situation and season warrants.
- I. Employees who terminate their employment or transfer to a non-uniform position within the agency will turn into their supervisor all items of issued Uniforms Section B.

ARTICLE IV

WAGES

Section 4.1.

- A. Determination of wages, classifications, and steps is no longer a contractual issue between Management and Labor. With the decertification of the Union, these become matters of Management discretion.
- B. Management has elected to establish a Labor Management Team (herein referenced) for the purposes of having open discussions on sensitive issues such as wages, and to try to foster good relations between Management and Labor. The proposals of the Labor Management Team are not binding and must be approved by the Butler County Engineer.
- C. In the most recent contract, the wages were determined by Classification with 3 STEPS for each classification based upon years of service. The Labor Management Team considered several alternative wage structures and proposed to Management to retain the current structure, with Classification and STEPS and subject to the normal annual adjustments determined by the County Engineer.
- D. The wage summary on the following page shows the Classification and STEPS by year. Each year this chart will be updated based upon the annual adjustment as determined by the Butler County Engineer. This list will be posted for easy reference by Employees.