STATE EMPLOYMENT
RELATIONS BOARD

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AGREEMENT HAND DELIVERED

Between

BUTLER COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, BUTLER COUNTY, OHIO

And

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, OHIO COUNCIL 8, LOCAL 3062, AFL-CIO

SERB Case No. 2010-MED-04-0655

K26656 / 0229-01

Effective through August 30, 2013

* * * * * * * * *

Approved by Board of County Commissioners:

Gregory V. Jolivette, President
Charles R. Furmon, Vice President
Donald Dixon, Commissioner

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AGREEMENT

AGREEMENT made and entered into this 31st day of August, 2010, by and between **THE BUTLER COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, BUTLER COUNTY, OHIO** (hereinafter called "Employer" or ("Management") and **OHIO COUNCIL 8, LOCAL 3062, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO**, (hereinafter referred to as "Local 3062", "Union" or "AFSCME") acting herein on behalf of the Employees of the Employer, as hereinafter defined, now employed and hereafter to be employed and collectively designated as the "Employees."

WITNESSETH:

WHEREAS, the Employer recognizes the Union as the sole and exclusive collective bargaining representative for the Employees covered by this Agreement as hereinafter provided; and

WHEREAS, it is the intent and purpose of the parties that this Agreement will serve to promote and foster the relationship between the Employees and the Employer; further, it is the intent and purpose of the parties hereto that this Agreement protect against interruptions and interferences with services to the citizens of Butler County by establishing a peaceful procedure for the resolution of all differences between the parties, and to set forth herein their agreement covering wages, hours, and conditions of employment;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1
RECOGNITION – THE COLLECTIVE BARGAINING UNIT

Section 1.1. The Employer recognizes the Union, Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, and Local 3062, American Federation of State, County and Municipal Employees, AFL-CIO, as the sole and exclusive collective bargaining representative of the bargaining unit certified by the State Employment Relations Board in Case No. 86-REP-08-0231 as follows:

> Included: All full-time, regular part-time, and intermittent employees of the Butler County Department of Job and Family Services, including the following positions: Account Clerk 1, Clerical Specialist 1, Clerical Specialist 2. Clerical Specialist 3, Mail Clerk/Messenger, Unit Support Worker 2, Social Services Worker 1 (degree and non-degree), Social Services Worker 2, Investigator 1, Investigator 2, Eligibility/Referral Specialist 2, One-Stop Clerical, Bookkeeper I, Bookkeeper II, Training and Employment Coordinator (degree and non-degree), Contract Assistant, and Contract Evaluator.
>
> Excluded: All management-level employees, confidential employees and supervisors as defined in the Act, including: Director of Butler County Department of Job and Family Services, Executive Director Workforce Policy Board, Administrative Assistant to the Executive Director Workforce Policy Board (confidential), Assistant Director, Chief Financial Officer, Division Director Program Eligibility, Accounts Payable and Day Care Manager, Contracting Manager, Program Eligibility Reviewer, Workforce One Manager, Human Resources Manager, Call Center Manager, Financial Program Manager, Business Services Liaison, Training Supervisor, Supervisors (all), IV E Recovery Specialist, and Fiscal Administrative Assistant.

Section 1.2. Whenever the word "Employee" is used in this Agreement, it shall be deemed to mean the employees in the bargaining unit covered by this Agreement, as defined in Article I, Section 1 hereof.

ARTICLE 2
UNION ACTIVITY, VISITATION, AND BULLETIN BOARDS

Section 2.1. Upon reasonable notification to a Management representative on the premises, a nonemployee representative of the Union may have access to the Employer's premises for the purpose of conferring with Management, delegates of the Union, or Employees for the purpose of administering this Agreement, provided that the Employer's operation shall not be impaired.

Section 2.2. The Employer shall provide one bulletin board for each floor of each work location. These bulletin boards shall be used for the purpose of posting proper Union notices. The parties shall agree to the actual location of each board in each work facility. The Employer may remove any notice posted which attacks another employee, contains derogatory attacks upon the Employer or another organization, or contains comments regarding a candidate for public or union office.

Section 2.3. Employees may wear on their clothing the small lapel or die-cut pin issued by AFSCME, Ohio Council 8. Employees may, at their own expense, have the words "AFSCME, Local 3062" embroidered on the cuff or sleeve of approved Butler County Work Place shirts. No other insignia which has not been authorized by the Employer shall be worn on an employee's clothing in public areas or when meeting with persons outside the agency.

Section 2.4. The Union agrees to provide the Employer with:

(a) The name, address, and telephone number of the professional staff member who will act as representative for the Union local; and

(b) The names, addresses, and positions held of the local president, vice president(s), secretary, and treasurer and each steward. The Union further agrees to keep such lists current, and the Employer has no obligation to recognize or deal with any Union official or steward not so designated.

Section 2.5. Employees, officers or stewards whose attendance is reasonably required at meetings with Management scheduled, by agreement of the parties, during normal working hours shall lose no pay for that portion of the meeting occurring during the regularly scheduled work shift. Management retains the right to schedule meeting times outside normal working hours.

Section 2.6. Rules governing the activity of Union representatives are as follows:

(a) The Union agrees that no official of the Union (employee or nonemployee) shall interfere, interrupt, or disrupt the normal work duties of other employees unless authorized by this Agreement or with the express, prior approval of the Director. The Union further agrees not to conduct Union business during working hours except to the extent authorized by the Agreement or with the express, prior approval of the Director or his or her designee. Under this Section, the Director may, in his or her sole discretion, authorize one or more Employees limited release time to investigate and process grievances during working hours if such is not possible during nonduty hours.

(b) The Union 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 or steward shall cease unauthorized Union activities immediately upon the request of the supervisor of the area in which Union activity is to be conducted or upon the request of the steward's immediate supervisor.

Section 2.7. The Employer recognizes that the Union may have an interest in observing meetings of the Board of County Commissioners when the Commission is discussing a significant issue of interest to Employees, and the Union recognizes that the Employer has an interest in avoiding unnecessary or excessive diversions from productive work time by Employees. Accordingly, the parties agree as follows:

(a) The Union President may pick up a copy of the agendas of meetings of the Board of County Commissioners at the offices of the Commission on the sixth floor of the Government Services Center, or access the agenda on the County's website (www.butlercountyohio.org).

(b) If the Union President determines that an issue of interest to DJFS employees is on the agenda, he or she may request permission for the President or a designee attend the meeting, and will state the reasons for the request. The President may also request the use of release time without loss of pay or an adjustment of scheduled work hours for the President or designee to attend. The Director or designee may grant or deny the request in his or her discretion.

(c) The Union President or designee shall be an observer in such a meeting and shall not participate except as requested to do so by a Commissioner or the County Administrator.

(d) Concerns or disputes relating to Director or designee's decision to deny a request for release time or a flexible schedule may be addressed through the Labor-Management Committee but are not subject to the grievance and arbitration procedure.

(e) Nothing in this Section shall be construed to limit the right of Employees to attend meetings of the Board of County Commissioners outside of work hours or while on authorized leave (other than sick leave).

Section 2.8. The Employer will give the Local Union President or his or her designee the opportunity to speak briefly with newly hired Employees for up to thirty minutes at the end of the Employer's orientation session on the benefits of Union membership. The Human Resources Manager will notify the Local Union President of the time of the orientation session. The Employer will also take a photograph of all newly hired Employees at orientation and provide a copy to the Local President. The Employer will provide the Local Union President with access to electronic information showing the Employee's hire date and the date of the end of the probationary period.

Section 2.9. The Union shall select up to a total of five (5) Employees to serve as negotiating committee representatives.

Section 2.10. Under Ohio law, the Union is the exclusive representative for all issues related to collective bargaining and the administration of this Agreement. For that reason, the Employee may choose to be assisted by a Union representative to the extent provided under Ohio law and this Agreement, but an Employee who elects not to be represented by the Union is not entitled to other representation, notwithstanding any other provision of Ohio law, including Section 9.84 of the Revised Code.

ARTICLE 3
DUES CHECKOFF/PAYROLL CHECKS

Section 3.1. The Employer shall make payroll deductions from pay or wages of Employees upon submission of a signed checkoff card for the Employee. Amounts deducted shall be remitted to the Controller of Ohio Council 8, American Federation of State, County and Municipal Employees,

AFL-CIO, at 741 East Broad Street, Columbus, Ohio 43205. The Union shall advise the Employer, in writing, of the amounts to be deducted. The Union shall designate, in writing, the address where the monies shall be remitted.

Section 3.2. The payroll deduction shall be made by the Employer biweekly. 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 fifteen (15) days of their deduction. Each remittance shall be accompanied by the following alphabetical lists:

(a) For Employees for which deductions were made, the name and social security number of the Employee, and amount deducted;

(b) The name of each Employee whose name has been dropped from the prior checkoff list and the reasons for the omission.

Section 3.3. This checkoff authorization and assignment may only be revoked by the Employee during any thirty (30) to forty-five (45) day period prior to the expiration of the collective bargaining agreement with the Employer by the Employee giving written notice to the Union and the Employer with proof of service. This checkoff and assignment shall continue after revocation of membership and shall not terminate until thirty (30) days after receipt of said timely notice by the Union or termination of any current collective bargaining agreement, whichever is later.

Section 3.4. The Union agrees that it will indemnify and hold the Employer harmless from any recovery of damages and expenses sustained by reason of any action taken under this Article.

Section 3.5. Wages are paid biweekly for a fourteen (14) day pay period. Employees receiving direct deposit shall have access to pay stubs online at https://payview.butlercountyohio.org. The Employer will attempt to distribute paychecks to employees not electing direct deposit no later than noon on payday. Employees must understand that distribution of paychecks depends on the time that the Auditor's Office makes them available for pick-up, and paychecks will normally be distributed later in the day in weeks in which Friday is a holiday. In the event the Auditor's office changes the schedule or procedure for release of the paychecks in a way that makes it impracticable to meet this deadline on an on-going basis, the parties agree to meet and bargain regarding any necessary changes in this schedule. Pending bargaining under this Section, an Employee may request rescheduling of his or her lunch hour to allow for cashing of the paycheck after delivery, which request shall not be unreasonably denied.

Section 3.6. The Employer will provide notice to the Union President of the name and classification of all newly hired Employees within fourteen (14) calendar days of the first day of employment.

ARTICLE 4
MANAGEMENT RIGHTS

Section 4.1. Except as otherwise specifically provided in this Agreement, it shall be the Employer's sole and exclusive right and responsibility:

(a) to determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, including wages, utilization of technology, subcontracting, and organizational structure;

(b) to direct, supervise, assign, reassign, schedule, evaluate, hire, reward, discipline, suspend, demote, discharge, reprimand, layoff, transfer, promote, or retain employees;

(c) to maintain and improve the efficiency and effectiveness of the Employer's operations;

(d) to determine the overall methods, process, means, or personnel, internal and external, by which the Employer's operations are to be conducted, the location, type, and number of physical facilities, equipment, programs, and the work to be performed;

(e) to determine the size, composition, and adequacy of the workforce, as well as to make, amend, and enforce work rules, regulations, standard operating policies, and procedures;

(f) to determine the overall mission of the Employer as a unit of government;

(g) to effectively manage the work force;

(h) to determine the hours of work and work schedules;

(i) to determine the duties to be included in all job classifications;

(j) to take actions to carry out the mission of the Employer as a governmental unit.

Section 4.2. It is agreed that the above listing of management rights shall not be deemed to exclude other proper functions not specifically listed herein or traditionally exercised by the Employer.

ARTICLE 5
SUBCONTRACTING

Section 5.1. The Employer agrees that prior to implementing any decision to subcontract work, the effect of which is to abolish positions or lay off Employees within the bargaining unit, the Employer shall meet, confer, and bargain with the Union regarding the decision, provided that the decision is motivated in substantial part by labor costs.

Section 5.2. Regardless of the reason for any decision to subcontract work, the effect of which is to abolish positions or lay off Employees within the bargaining unit, the Employer agrees to meet, confer, and bargain with the Union with regard to the effects of such decision on the Employees.

Section 5.3. If in the course of implementing a decision to subcontract work, the Employer transfers or reassigns an Employee to another classification or job assignment with the same or a higher rate of pay, such transfer or reassignment shall not be considered a layoff within the meaning of this Agreement.

ARTICLE 6
AMENDMENT/EXCLUSIVE APPLICATION

Section 6.1. The parties acknowledge that during the negotiations that resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, and this Agreement embodies all applicable provisions relating to Employees covered. Therefore, the Employer and the Union, for the term of this Agreement, each agree that the other shall not be obligated to negotiate with respect to any subject matter referred to or covered by this Agreement. The Employer and the Union may, however, mutually agree to alter, amend, supplement, enlarge or modify the provisions of this Agreement only by a written agreement or letter of understanding.

Section 6.2. The parties agree that this Agreement will be the sole and exclusive recourse available to Employees and the parties hereto, and where provisions of this Agreement conflict with or address topics covered by otherwise applicable provisions of Ohio law, this Agreement shall prevail pursuant to Ohio Revised Code Section 4117.10(A).

ARTICLE 7
NO STRIKE OR LOCKOUT

Section 7.1. No Employee, during the term of this Agreement, shall engage in any strike, sympathy strike, slowdown, sit-down, sit-in, cessation, stoppage, refusal to perform work, or any other interference with the work and statutory functions or obligations of the Employer.

Section 7.2. Neither the Union nor its officers or agents shall in any way authorize, institute, aid, condone, or participate in any strike, sympathy strike, slowdown, sit-down, sit-in, cessation, stoppage, refusal to perform, or any other interference with the work and statutory functions or obligations of the Employer.

Section 7.3. In addition to any other liability, remedy, or right provided by applicable law or statute, should a strike, sympathy strike, slowdown, sit-down, sit-in, cessation, stoppage, refusal to perform work, or other interference as stated above occur, the Union, within twenty-four (24) hours of a request by the Employer, shall:

(a) publicly disavow such action by the Employees;

(b) advise the Employer in writing that such action by Employees has not been caused or sanctioned by the Union;

(c) notify Employees, including its local officers and representatives, of its disapproval of such action and instruct such Employees to cease action and return to work immediately;

(d) post notices on Union bulletin boards advising that it disapproves of such action and instructing Employees to return to work immediately.

Section 7.4. The Employer agrees that it will not lockout Employees during the term of this Agreement, and the Union and Employees agree that no picketing or handbilling against the Employer will occur during the term of this Agreement.

Section 7.5. In addition to any other rights or remedies provided by law, the Employer may discharge or otherwise discipline an Employee, subject to the grievance and arbitration procedure of this Agreement, for a violation of his or her obligations under this Article.

Section 7.6. Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE 8
SAVINGS CLAUSE

Section 8.1. Should any provision of this Agreement be found to be illegal or unenforceable by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 8.2. The parties agree to meet for the purpose of negotiating a lawful alternative provision with respect to the replacement of any provision found illegal and unenforceable as noted in Section 1 of this Article. Unless the parties agree otherwise, such meeting will be scheduled within twenty (20) calendar days of the receipt of a request by either party for such a meeting. The meeting cannot be used for any purpose other than negotiating with respect to the provision found to be unlawful.

ARTICLE 9
NO DISCRIMINATION

Section 9.1. Neither the Employer nor the Union shall discriminate against or in favor of any Employee in a manner which would violate applicable law on account of race, color, religion, creed, national origin, sex, age, or disability. The Union and the Employer shall share equally the responsibility for implementing this Article of the Agreement.

Section 9.2. Words used in this Agreement in the masculine gender will be read and construed in the feminine gender as well.

Section 9.3. Neither the Union nor the Employer shall discriminate against or in favor of any Employee because of his or her membership or non-membership in the Union. Further, the Employer agrees not to discriminate against any Employee because of that Employee's activity as an officer, steward, representative, or in another capacity on behalf of the Union.

Section 9.4 The Americans with Disabilities Act of 1990 (the "ADA") requires the Employer and the Union to remove all barriers to the employment of qualified individuals with disabilities and to reasonably accommodate disabilities unless such accommodation would result in an undue hardship. Accordingly, notwithstanding the other provisions of this Agreement, the Employer may undertake any action required in order to secure compliance with the ADA or to reasonably accommodate a

person with a disability, including but not limited to the restructuring of positions, modification of hours or location of work, reassignment or transfer of an Employee, reallocation of duties, modification of leave policies, or any other form of reasonable accommodation.

Section 9.5. Where, before or following the initial filing of a grievance, an employee files a collateral administrative charge or civil action with any federal or state court, or administrative agency that arises out of the same nucleus of facts as those alleged in the grievance; the parties agree to process the grievance as far as the selection of an arbitrator; but any arbitration will be held in abeyance, and will not be scheduled, until after the final resolution of the collateral administrative or court action. This provision may be waived by mutual written agreement of the parties.

ARTICLE 10
TEMPORARY REASSIGNMENT

Section 10.1. An Employee who is temporarily assigned to perform the duties of a classification with a pay range higher than his or her own shall, after actually performing such duties for three (3) or more consecutive work days, be eligible for a temporary pay adjustment to the base pay of the classification in which the work is performed or the pay step representing at least a four percent (4%) increase over the Employee's prior rate of pay, whichever is higher.

Section 10.2. After completion of the three (3) or more consecutive days of work in the higher classification, the temporary pay adjustment shall be retroactive to the first day worked in the higher classification.

Section 10.3. The three-day period provided in Sections 1 and 2 shall commence when the Employee is directed by his or her supervisor or Division Director to assume the duties of the higher classification, except as the Director or designee otherwise may designate.

Section 10.4. An Employee will be considered to perform the duties of a higher classification when he or she performs all of the duties required of the higher classification for the entire shift.

Section 10.5. In no event shall an Employee's pay be reduced in the event of a temporary reassignment. This section does not apply to a demotion, reduction, suspension, or layoff.

Section 10.6. The Employer shall not schedule Employees for temporary reassignment in an arbitrary or capricious manner with the intent to evade the obligation to give Employees who perform the duties of a higher classification for three (3) or more consecutive work days the temporary pay adjustment provided in Section 10.f this Article.

ARTICLE 11
PROBATIONARY EMPLOYEES

Section 11.1. Newly hired Employees shall be considered probationary for a period of not to exceed one hundred eighty (180) calendar days. Employees retained by the Employer beyond the probationary period acquire seniority retroactive to the first day of reporting for work.

Section 11.2. During the 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 11.3. Before determining that an Employee has failed an initial or promotional probationary period, the Director or his or her designee shall meet with the Employee, explain the deficiencies in his or her performance, and offer the Employee the chance to respond prior to the final decision. The Employee may have a Union representative present at this meeting.

Section 11.4. 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 to the position and rate of pay from which he or she was promoted, and such demotion shall not be subject to the grievance and arbitration procedure of this Agreement.

Section 11.5. If an Employee fails to successfully complete the promotional probationary period pursuant to Section 11.4, and the position from which the Employee was promoted has been abolished within the Department, the Employee shall be placed as follows:

(a) In any vacant position within the Employee's prior classification; or

(b) In any vacant position within an equivalent or lower classification within the same classification series as that former classification, provided that the Employee is presently qualified to perform the work of that position; or,

(c) If there is no such position, the Employee shall be laid off and may exercise any displacement rights pursuant to Article 19 of this Agreement.

Section 11.6. The period of any probationary period under Sections 11.1 and 11.4 may be extended, in the discretion of the Employer, for the period of the Employee's absences during the probationary period, where such absences, in the aggregate, have exceeded five (5) business days.

Section 11.7. An Employee who has successfully completed the probationary period in his or her classification, other than the classification of his or her original appointment, shall be deemed certified in that classification and shall not be subject thereafter to being certified against from an eligible list prepared following a civil-service examination conducted under Chapter 124 of the Revised Code. This automatic certification following the completion of the probationary period shall not apply to original appointments with the Employer. An "original appointment" shall be defined, to the extent permitted by law, as an employee's first appointment with the Butler County Department of Job and Family Services.

Section 11.8. An Employee serving in a promotional probationary period may, at any time during that period, request a voluntary demotion to his or her prior position, and shall be restored to that position as if subject to a probationary demotion pursuant to Section 11.4 of this Article. If, however, the position to which the Employee would return has been filled during the probationary period, the Employer may assign the Employee to any vacant position within the Employee's classification.

Section 11.9. An Employee serving in a promotional probationary period shall be entitled to use previously approved vacation leave, whether or not promoted to a position within his or her prior unit, subject to the Employer's right to extend the probationary period under Section 11.6 of this Article.

Section 11.10. The Employer shall endeavor to provide to probationary employees, Employees who request additional training, and Employees whose duties have substantially changed as a result of programmatic or regulatory changes such training as is, in the judgment of the Employer, reasonably necessary and practicable. Upon request of the Union, the Employer shall meet and confer with the Union, in a meeting of the Labor-Management Committee, regarding the nature and scope of training to be provided pursuant to this Section.

ARTICLE 12
DISCHARGE AND DISCIPLINE

Section 12.1. The Employer shall have the right to discharge, reduce, suspend, or discipline any Employee for just cause.

Section 12.2. In the event of a suspension, reduction, or discharge for disciplinary reasons, the grievance and arbitration procedure of this Agreement shall be applicable.

Section 12.3. As a means of resolving and avoiding disciplinary problems, a supervisor or manager may, in his or her discretion, conduct a counseling session with the Employee and any others whose presence may help resolve the issues, and the Employee has a right to union representation at this session. This is not a step in the disciplinary process, and this option is not required under all circumstances.

Section 12.4. With respect to all written disciplinary matters, the Employer will notify the Employee, in writing, of any discharge, reduction, suspension, or written reprimand. The Employer must take any disciplinary action within a reasonable time of when the Employer knew or should have known of the infraction. The Union may contest any disciplinary action proposed or taken on the grounds that it was not imposed within a reasonable period of time as provided in this Section in the pre-disciplinary, grievance, or arbitration hearing. If the Union or Employee desires to contest a suspension, reduction, or discharge, the Union or Employee shall file a grievance with the Employer within a period not to exceed fifteen (15) calendar days from the date of the above notice. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedures hereinafter set forth, commencing at Step 2 of the grievance procedure, and the Director or his or her designee may limit the scope of such proceedings as provided in Article 14, Section 14.7 of this Agreement. The Union may also file a one-step grievance under the internal procedure only, as provided in Article 14 (Grievance Procedure), Section 14.4.

Section 12.5. An Employee may submit for inclusion in his or her personnel file a written rebuttal regarding any written reprimand. Any rebuttal must be submitted within ten (10) calendar days following the Employee's receipt of the written reprimand. The Employee shall sign to indicate receipt of the written reprimand, and above the Employee's signature, the reprimand shall contain

this legend: "The Employee's signature indicates receipt, but not necessarily agreement with the contents of, this written reprimand."

Section 12.6.

(a) Prior to the discharge, reduction, or suspension of any Employee who has completed his or her probationary period, the Employer shall provide the Employee with written notice of the charges against him or her, an explanation of the Employer's evidence, and an opportunity to present a response to the charges. The Director or his or her designee shall conduct this pre-disciplinary hearing. The Director's designee may not be someone who witnessed the offense in question or conducted the disciplinary investigation. Before the hearing, in order to minimize any perception of prejudgment or bias, the agency will provide the hearing officer only with the notice of the hearing and only such other information as the hearing officer has a reasonable need to know. If the Union or Employee believe that these requirements have not been complied with, the Employee or Union may request that the Director conduct the hearing personally, or the Director may, in his or her sole discretion, appoint a hearing officer from outside the agency. Following the hearing, the designated hearing officer shall not discuss the case further with counsel for the agency until he or she has submitted a written recommendation to the Director, with the understanding that the Director remains free to consult with counsel or other managers before issuing a final decision. If, in the Employer's judgment, the presence of the Employee pending the pre-disciplinary hearing might create disturbance or disruption in the workplace, the Employer may place the Employee on suspension, with or without pay, pending the outcome of the hearing; provided that if the decision is not issued within ten calendar (10) days of the pre-disciplinary hearing, the pre-disciplinary suspension shall be with pay.

(b) If the Director does not conduct the pre-disciplinary hearing personally, then the hearing officer shall send a copy of his or her written recommendation to both the Employer and Union representatives (or the employee, if he or she chose to participate without Union representation) at the same time that the recommendation is transmitted to the Director. The Union and Employer representative may respond in writing to the recommendation to the Director within five (5) calendar days of the transmittal, or such longer period as the parties may agree.

Section 12.7. The Employee may be represented in a pre-disciplinary hearing pursuant to Article 14, Section 14.10 of this Agreement. Further, the Employee is entitled to be represented by the Union in the course of any investigatory interview in which it is reasonably foreseeable that the Employee may be the target of disciplinary action, and prior to any such interview, the Employer shall give the Employee written notice of the interview, with reference to the Employee's right to Union representation, and a copy of this notice shall be served on the Union president or Union staff representative before the interview is held. In any such interview, the Employee is entitled to no representation other than the Union, notwithstanding any other provision of Ohio law.

Section 12.8. An Employee who is absent from work for a scheduled shift (other than vacation or an approved leave of absence, which are covered by other Articles herein) must notify the Employer within one-half (½) hour of the scheduled starting time and, upon the request of the Employer, must

furnish proof satisfactory to the Employer justifying the reason for the absence or be subject to disciplinary action.

Section 12.9. Following the discharge of an Employee, the Employer shall request the Auditor to issue a warrant, in the next subsequent pay period, to the Employee for all wages and other compensation earned and due to the Employee, less any deduction for County property withheld or debts owed pursuant to law or this Agreement.

Section 12.10.

(a) For the purposes of this Article only and any grievance or arbitration proceeding relating to disciplinary action taken thereunder, records of disciplinary actions shall not be admissible in any grievance and arbitration proceeding after the time periods stated below, provided that the Employer has imposed no further discipline during the specified period.

(1) Verbal and written reprimands – one (1) year.
(2) Suspensions of two days or less – two (2) years.
(3) Suspensions of more than two (2) days, disciplinary demotions or reductions, or other disciplinary action – three (3) years.

(b) No record of discipline for theft; falsification of records; destruction of Employer equipment, property, or records; or abuse of clients, members of the public, or other employees shall be subject to the admissibility restrictions of subsection (a).

ARTICLE 13
PERFORMANCE EVALUATION

Section 13.1. The Employer shall endeavor to evaluate Employees in accordance with the following schedule:

(a) Probationary Employees -- once at the approximate midpoint of the probationary period and again during the final ten (10) calendar days of the probationary period.

(b) Permanent Employees -- once annually, within a period of sixty (60) days preceding the Employee's anniversary date; provided, however, that the Employer may designate an alternative schedule for evaluating Employees, in which event, the Employer shall provide the Union with notice of the alternative schedule. If an Employee has been promoted, the promotional date shall become the new anniversary date.

The timely completion of evaluations is important to both Employees and management, and the Department commits to holding supervisors and other management-level employees accountable for failure to complete timely evaluations in their own evaluations.

Section 13.2. Nothing in Section 1 shall be construed to limit the Employer's right to order special evaluations, to remove an Employee serving in an initial probationary period, or to reduce an Employee serving in a promotional probationary period. If the Employer directs a special evaluation,

the Employer shall give the Employee a written statement of the reason for the special evaluation, and the other provisions of this Article shall govern its completion, review, and any objection thereto.

Section 13.3. The Employee shall sign the evaluation form to indicate that he or she received and reviewed it. Above or below the space for signature on the form shall appear this legend: "Your signature indicates that you have received and reviewed the evaluation, but not necessarily agreement with its contents." The supervisor shall meet with the Employee personally to discuss the evaluation and the reasons for the ratings, unless both the Employee and the supervisor agree otherwise.

Section 13.4. An Employee may review with the Director an unsatisfactory evaluation, and have the right to make written objections to be included in his personnel file. Any request for a review meeting or written objection must be submitted within ten (10) calendar days from the Employee's receipt of the evaluation. The Employee may have a Union representative present at this meeting.

Section 13.5. Upon request of either the Union or the Employer, the parties agree to meet from time to time, in a meeting of the Labor-Management Committee, to consider proposed changes in the performance evaluation form and the guidelines for its completion.

Section 13.6. The provisions of this Article supersede all provisions of the Revised Code and the rules of the Ohio Department of Administrative Services regarding performance evaluations.

ARTICLE 14
GRIEVANCE PROCEDURE

Section 14.1. A grievance shall be defined as a dispute or complaint arising between the parties hereto under this Agreement or the interpretation, application, performance, termination, or any breach thereof. Furthermore, this procedure is intended to supersede all provisions in the Ohio Revised Code, the Rules of the Ohio Department of Administrative Services and the State Personnel Board of Review regarding any and all matters subject to the Grievance and Disciplinary Procedures of this contract or otherwise made subject to this Agreement.

Section 14.2. All grievances must be in writing and must contain the following information to be considered:

(a) the grievant's name and signature;

(b) the grievant's classification;

(c) the date the grievance was first discussed at the Informal Step;

(d) the name of the supervisor with whom the grievance was discussed at the Informal Step;

(e) as much information as possible regarding the events giving rise to the grievance, including the date and time, to the extent possible, that such events occurred;

(f) the specific provisions of the Agreement alleged to have been violated; and

(g) the remedy sought to resolve the grievance.

Section 14.3. A grievance shall be processed and disposed of in the following manner:

Informal Step: Prior to reducing any grievance to writing pursuant to Step 1, the grievant shall discuss the subject of the grievance with his or her immediate supervisor and attempt to resolve the matter informally. The Employee may request that a steward or the Local President be present during this discussion.

Step 1: Within a reasonable time, not to exceed fifteen (15) calendar days following the date on which the Employee knew or should have known of the occurrence, an Employee having a grievance or his or her Union representative shall put the grievance in writing and take it to the Division Director, or his or her designee. The Division Director may schedule a meeting with the supervisor, the Employee, and their representatives, if any, to discuss the grievance. A grievance so presented in Step 2 shall be answered by the Employer in writing within ten (10) calendar days after its presentation or the meeting at which it is discussed, whichever is later.

Step 2: If the grievance is not settled in Step 1, the grievance may, within ten (10) calendar days after the answer in Step 1, be presented in Step 2 in writing to the Director, or his or her designee. At this time, representatives of the Union, including a representative of the Local Union, may be in attendance at a meeting where, if both parties agree, witnesses and evidence may be presented which may relate to a resolution of the grievance. A grievance so presented in Step 2 shall be answered by the Employer in writing within ten (10) calendar days of its presentation or the meeting at which it is heard, whichever is later.

Step 3: Within thirty (30) calendar days of the Step 2 written response, either party may invoke arbitration pursuant to the procedures of Article 15, Section 15.1 of this Agreement.

Section 14.4. An Employee may file a grievance challenging a written reprimand, which will be considered in a single-step, internal grievance procedure, and is not subject to arbitration. The grievance must be filed with the Assistant Director no later than fifteen days after the issuance of the written reprimand. The Assistant Director will convene a meeting where the Employee and his or her Union representative may present the case for removing or modifying the reprimand, and agency representatives may respond. The supervisor or manager who issued the reprimand may also attend and speak to the issue, if desired. Following this meeting, the Assistant Director will issue a written recommendation, together with the reasoning supporting it, to the Director, who will make the final decision. In the written decision to the Employee, the Director will explain his or her reasoning or append the Assistant Director's recommendation containing that explanation. This decision will be issued no later than fifteen (15) calendar days after the meeting.

Section 14.5. In the event no appeal of a grievance is taken within the time limits specified herein, including any extensions to which the parties agree under Section 15.7 of this Article, the grievance shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.

Section 14.6. Any grievance not answered by the Employer within the prescribed time limit, including any agreed extensions, shall be considered to have been answered in the negative and may be advanced to the next step. The Employer acknowledges the importance of answering every grievance in a timely manner. Accordingly, when a division director fails to answer a grievance within the prescribed time limit, upon notification from the Union, the Director will acknowledge this in writing to the Union president.

Section 14.7. A time limit under this Article may be extended by the mutual agreement of both parties in writing. When the final day on any deadline within this Article or Agreement falls on a Saturday, Sunday, or other day on which the agency's offices are closed (such as a legal holiday), the deadline shall be the close of business on the next succeeding day on which the Employer's offices are open.

Section 14.8. The parties may agree to waive one or more steps in the grievance procedure and commence the grievance at a higher step. A grievance regarding a discharge, reduction, or suspension for disciplinary reasons shall commence at Step 2 of the grievance procedure.

Section 14.9. Where a group of Employees desires to file a grievance involving a matter affecting several Employees in the same manner, the affected Employees shall select one Employee to process the grievance, and each Employee who desires to be included in the grievance shall so indicate by signing the grievance at Step 1.

Section 14.10. At any step of this grievance procedure or any pre-disciplinary hearing, the Employee may choose to be assisted by a Union representative, subject to the provisions of Section 4117.03(A)(5) of the Revised Code. An Employee electing not to be represented by the Union is not entitled to other representation.

Section 14.11. An Employee serving in an initial probationary period shall not be entitled to use the grievance and arbitration procedure for any purpose.

Section 14.12. The Union may withdraw a grievance at any time or during any step of the grievance procedure, subject to the other provisions of this Article.

ARTICLE 15
ARBITRATION

Section 15.1. A grievance as defined in Article 14 which has not been resolved there-under may, within thirty (30) calendar days after the completion of Step 2 of the Grievance Procedure, be referred for arbitration by either party to this Agreement by directing a written demand therefore to the American Arbitration Association (AAA), with a copy of said notice to the other party. The arbitrator shall be selected from a panel of arbitrators furnished by AAA; provided, however, that the parties may agree in a particular case to request a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS). The arbitration and selection of the arbitrator shall be conducted in conformity with AAA rules.

Section 15.2. The fees and expenses of the arbitrator shall be borne equally by the parties. If a grievance is withdrawn from arbitration by the Union, the Employee, or the Employer prior to the arbitration hearing but after arbitration expenses have been incurred, such expenses shall be paid by the party withdrawing the grievance. If the grievance is settled by agreement of the parties after arbitration expenses have been incurred but prior to an arbitrator's award being issued, such expenses shall be shared equally by the Employer and the Union.

Section 15.3. The arbitrator shall submit his or her decision in writing within thirty (30) calendar days of the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension.

Section 15.4. The award of the arbitrator hereunder shall be final and binding on the Employer, the Union and the Employees.

Section 15.5. The arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this Agreement. Furthermore, with regard to the Employer's right to promulgate work rules and regulations, operating policies, and procedures as set forth herein in the Article addressing Management Rights, the Union or grievant shall not have recourse through the grievance and arbitration procedure to challenge the reasonableness or appropriateness of the Employer's work rules, regulations, operating policies, or procedures, provided such rules, regulations, policies, or procedures do not violate or are not otherwise impermissible under this Agreement. This provision does not prevent an Employee disciplined by any such rule, regulation, or policy from grieving the application of that rule to his or her particular circumstances. If the arbitrator's decision awards the payment of back wages covering the period of the Employee's separation from the County's payroll, the amount so awarded shall be reduced by the amount of unemployment compensation or wages earned attributable to the period, from whatever source.

ARTICLE 16
CLASSIFICATIONS

Section 16.1. The Employer shall provide to the Union a copy of all current classification specifications and position descriptions as developed by the County. The Employer is hereby designated as the issuing agency for classification specifications for classifications within the bargaining unit.

Section 16.2. In the event the Employer creates a new classification, the Employer agrees to meet and bargain with the Union with regard to:

(a) whether the classification is within or excluded from the bargaining unit; and

(b) if the classification is within the bargaining unit, the rate of pay and hours of work of such classification.

Section 16.3. In the event the Employer changes classification specifications, the Employer agrees to meet and bargain with the Union with regard to the pay of that classification. If the parties are not able to agree on the rate of pay, the Employer shall set the rate of pay; provided, however, that the

Union shall have recourse through the grievance and arbitration procedure to challenge the Employer's determination. In any such grievance or arbitration proceeding, the Union shall bear the burden of proof to show that the Employer's decision was for arbitrary or capricious reasons. This provision does not require the Employer to bargain with the Union regarding changes to the minimum qualifications in classification specifications, provided that (a) the Employer shall give the Union notice of such changes, and (b) any change in the minimum qualifications for a classification shall not be applied to the Employees who were employed as of the effective date of the renewal of this Agreement in 1995, though such changes may be applied to Employees who are first hired after that effective date.

Section 16.4. The Employer agrees to meet and bargain with the Union regarding any change in a position description of a current Employee that would result in the reassignment of that current Employee's position to another classification. Further, an Employee whose position description has been substantially amended, but whose classification has not changed, may request a meeting with the Director, accompanied by Union representatives if desired, to discuss concerns relating to this change.

ARTICLE 17
JOB AUDIT

Section 17.1. Upon request of the Employee or the Employer, the Human Resources Office shall conduct a job audit to determine whether the Employee is properly classified. The Employee shall provide all necessary information to the Human Resources Manager regarding the job audit.

Section 2. Within thirty (30) working days of receipt of the information, the Human Resources Manager shall determine if the Employee should be reclassified. In the event of reassignment to a classification in a higher pay range, the Employee shall be reassigned to the base rate of the new classification or the pay step representing at least a four percent (4%) increase over the Employee's prior rate of pay, whichever is higher. If no pay range exists that would provide a minimum four percent (4%) increase, then the Employee shall be placed in the highest pay step in the new classification. In the event of reassignment to a classification having the same pay range as the Employee's current classification, no increase will be received. Job audit reviews are subject to the Grievance Procedure.

ARTICLE 18
SENIORITY

Section 18.1. Definition. Seniority shall be defined as the length of continuous service measured in years, months, and days that an Employee has accumulated since the last date of hire as a permanent, full-time Employee in the service of the Butler County Department of Job and Family Services. Seniority shall include service as a part-time, temporary, intermittent, casual or seasonal employee only for time actually worked.

Section 18.2. Accrual.

(a) An Employee's seniority shall commence after the completion of the probationary period and shall be retroactive to the first day the Employee reported for work.

(b) Seniority shall accrue during a continuous authorized leave of absence without pay up to six (6) months or for the period of an approved maternity leave, provided that the Employee returns to work immediately following the expiration of such leave of absence or maternity leave; during a period of continuous layoff not to exceed six (6) months, if the Employee is recalled into employment; and during a sick leave without pay of up to six (6) months.

Section 18.3. Loss of Seniority. Except as otherwise provided herein an Employee's seniority shall be lost and employment terminated when he or she:

(a) terminates voluntarily, unless the Employee returns to work within one (1) year of the date of termination and successfully completes the required probationary period for new hires;

(b) is discharged for just cause;

(c) exceeds an official leave of absence;

(d) is laid off for a period of more than two (2) years;

(e) fails to qualify for return from disability separation within eighteen (18) months after the expiration of the sick leave without pay; or, thirty (30) months in the case of an Employee with five (5) years or more of seniority;

(f) fails to notify the Employer of his or her intent to return to work on a recall from layoff as otherwise provided herein at Article 19, Section 19.6.

Section 18.4. Within thirty (30) calendar days of the approval of this Agreement by the Board of County Commissioners and the Employees, the Employer shall provide the Local Union president and post at each of the work facilities a seniority roster listing each Employee and the date on which his or her seniority commences under this Article. Such list shall be updated, posted, and provided to the Local Union president during January of each succeeding calendar year of this Agreement. The Union or the Employee must notify the Director, in writing, of any alleged error in the seniority roster within thirty (30) calendar days of the posting or such claim of error is forever waived, and any waived claim of error may not be raised in subsequent postings.

Section 18.5. Following the expiration of the thirty-day objection period in Section 18.4, the Employer shall provide the Local Union president with a copy of the final seniority roster with any corrections.

ARTICLE 19
LAYOFFS

Section 19.1. Grounds and Order of Layoff. The Employer shall determine whether layoffs or job abolishments are necessary for reasons including, but not limited to, lack of work, lack of funds, or reasons of economy or efficiency. A job abolishment shall mean the permanent deletion of a position from the organization structure of the Employer. If it is determined that layoffs or job abolishments are necessary, Employees will be laid off in the following order in the affected classification and classification series:

(a) Temporary Employees;

(b) Intermittent and seasonal Employees;

(c) Probationary Employees;

(d) Permanent part-time Employees who have completed their probationary periods; and

(e) Employees by classification in order of inverse seniority and their present ability to perform the remaining work available.

Section 19.2. Notice. Employees who are subject to layoff or job abolishment shall be given notice of the action, with the effective date of the action and reference to the recall and grievance procedures of this Agreement, in one of the following manners:

(a) The Employer shall send the notice by certified or registered mail at least fourteen (14) days prior to the effective date of the action to the Employee" s last known address; or

(b) The Employer shall hand-deliver the notice at least ten (10) calendar days prior to the effective date of the action.

Section 19.3. Grant-Restricted Funds. If the Employee's wages are paid through grant monies or restricted funds, and such monies or funds are terminated without prior notification to the Employer, the Employee may be laid off effective immediately upon receipt of notice under Section 19.2(a) or (b) of this Article, subject to the displacement and recall provisions of the remainder of this Article.

Section 19.4. Bumping Rights. Employees may displace (bump) the least senior Employee in a lower classification in the same classification series provided that the Employee has more seniority than the Employee displaced and is presently qualified to perform the work. Classification series are set forth in Appendix 1 to this Agreement. Employees displaced pursuant to this provision may in turn displace less senior Employees in their classification or, if there are none, the least senior Employee remaining in a lower classification in the same classification series, provided the Employee has more seniority than the Employee displaced. If there is no position remaining in the Employee's classification or classification series into which the Employee may bump, he or she may displace the least senior Employee in any classification that the Employee held within the preceding five (5) years, or if no Employee in the previously held classification is less senior, the least senior Employee in any lower classification in the same classification series as the previously held

classification. In any bumping under this Section, the displacing Employee must remain presently qualified to perform the work. This procedure shall continue successively until the last Employee in the lowest classification in the classification series has been reached and, if necessary, laid off.

Section 19.5. Reassignment following Reduction in Force. The parties agree that a reduction in the work force within a classification may result in the reassignment of Employees to different job assignments within their respective classifications, and reassignment of hours and days of work, subject to the provisions of Article 25 of the Agreement (Hours of Work and Overtime).

Section 19.6. Recall. An Employee who is laid off (including through job abolishment) shall be placed on a recall list for a period of two (2) years. If there is a recall, Employees on the recall list shall be recalled to the classification from which they were laid off or any lower classification in the same classification series, in the inverse order of their layoff, provided they are presently qualified to perform the work in that classification. Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall, and notice of recall shall be sent to the Employee by certified mail with a copy to the Union, provided that the Employee must notify the Employer of his or her intention to return within seven (7) calendar days after receiving notice of recall. The Employee shall report to work within fourteen (14) calendar days of the receipt of the notice of recall, or his or her recall rights are waived. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address provided by the Employee, it being the obligation and responsibility of the Employee to provide the Employer with his or her latest mailing address.

Section 19.7. Recalled employees shall be subject to a background check and must successfully complete a recall probationary period of one hundred eighty (180) days.

Section 19.8. In the event of a tie among two or more Employees with respect to the order of layoff or recall, the affected Employees shall draw lots, according to a mutually agreed procedure, to determine the order of layoff or recall.

Section 19.9. An Employee or the Union may pursue through the grievance and arbitration procedure of this Agreement the application of or an alleged violation of this Article with regard to a particular layoff, job abolishment, or recall. In any such arbitration proceeding, the Arbitrator" s jurisdiction shall be limited to determining whether the Employer has complied with the provisions of this Agreement governing layoffs and job abolishments, and the Arbitrator shall not have the power to determine the reasonableness or appropriateness of the Employer" s decision to lay off or abolish positions.

Section 19.9. The Employer shall provide the Union with a list of bargaining-unit Employees by classification and date of appointment to the classification.

Section 19.10. The provisions of this Article shall be the sole and exclusive authority for the layoff, job abolishment, or recall of Employees subject to this Agreement, notwithstanding any contrary provision of the Revised Code or rules of the Department of Administrative Services.

Section 19.11. Upon the request of either party, the Employer and the Union agree to meet and discuss options of furloughs as a way of avoiding or reducing the need to lay off Employees,

provided that neither side is required to agree to any proposal. An agreed furlough may consist of reduced work hours, scheduled and unpaid days off during one or more pay per periods, or complete office closures without pay. In the event of any agreed furlough, Employees who were eligible for health, dental and life insurance prior to the furlough shall continue to be eligible as when they were working normal, full-time hours.

ARTICLE 20
JOB POSTINGS

Section 20.1. The following definitions apply within this Agreement:

(a) The movement from an Employee from one position to another position within his or her classification, whether initiated by the Employee or Employer, is a "reassignment within the classification" or simply a "reassignment."

(b) A "lateral transfer" is the movement of an Employee from one classification to another classification in the same pay range.

(c) A "promotion" is the movement of an Employee to a classification with a higher pay range.

(d) A "demotion" is the movement of an Employee to a classification with a lower pay range, even if the Employee" s actual pay rate does not change at the time of the demotion.

Section 20.2. When a vacancy occurs, the Employer shall post for ten (10) calendar days a notice of the opening stating the job classification, a description of the job duties and minimum qualifications, the hours of work and workweek assigned to the position, the rate of pay, the training that will be offered by the Employer, the location and person to whom applications must be made, the date of posting, and the final date on which applications will be accepted. The Employer shall provide a copy of this posting to the Local Union president and the date the Employer expects to fill the position.

Section 20.3. Employees who wish to be considered for the posted job must file a completed bid sheet with the Employer by the end of the posting period, and the Employee may attach a copy of his or her résumé to the bid sheet. Within this ten-day period, the following time schedule governs the order in which applicants will be considered:

(a) Employees who wish to be considered for reassignment within the classification before applicants outside the classification are considered, as provided in Section 20.4 of this Article, should submit their bids for reassignment within the first three (3) days of the posting.

(b) Employees who wish to apply for promotion, demotion, or lateral transfer should submit their bids and any accompanying resumes or other information within the first five (5) days of the posting.

(c) Employees may continue to submit applications for the full ten (10) day posting period, but Employees seeking reassignment within the classification will have lost their right to first consideration under Section 20.4 and will compete with all other applicants.

(d) The provisions of this Section do not affect either the discretion vested in the Employer in Section 20.4 on reassignments within the classification, or the Employee's right to be evaluated for promotion, demotion, or lateral transfer before outside applicants are considered, as provided in Section 20.5.

Section 20.4. The Employer will decide, in its sole discretion, when a vacancy exists and whether to reassign an Employee within a classification prior to filling the vacancy. The Employer agrees to give first consideration to Employees within a classification who have requested such reassignment, using the criteria in Section 20.5. The bidding procedure as described herein shall only apply to bargaining unit vacancies.

Section 20.5. The applications timely filed will be reviewed by the Employer. Each current Employee who applies for a position for which he or she meets the minimum qualifications stated in the job posting shall receive a personal interview. The Employer shall make the selection for bargaining unit positions on the basis of skill, experience, performance (including attendance), and the ability to perform the work in question. If, in the judgment of the Employer, the skill, experience, performance (including attendance), and ability to perform the work of two (2) or more applicants are equal, seniority shall govern, subject to the grievance and arbitration provisions of Section 20.7 of this Article. The Employer shall post a notice of the person selected after the position has been filled.

Section 20.6. The Employer shall determine whether those applicants who are currently employed are qualified, pursuant to the criteria of Section 20.5, before considering outside applications. An Employee who is not selected for a position shall be so notified prior to the consideration of outside applicants. The Employer may consider outside applicants for positions for which no currently employed applicant is qualified pursuant to the criteria of Section 20.5.

Section 20.7. The Union shall have recourse through the grievance and arbitration procedure to challenge an Employer's selection to fill a vacancy not in compliance with this Article. In any such grievance or arbitration proceeding, the burden shall be on the Union to show by clear and convincing evidence that the Employer's decision was for arbitrary or capricious reasons.

Section 20.8. The Employer shall have the right to fill a position, and make transfers on a temporary basis until such time as the selection of a permanent employee is made to fill the position, subject to the provisions of Article 10 regarding temporary reassignments.

Section 20.9. The Employer shall not accept applications from Employees still serving an initial probationary period.

Section 20.10. The foregoing provisions on promotions and the filling of vacant positions are intended to supersede all otherwise applicable provisions for public employees in the Ohio Revised Code and/or the rules of the Ohio Department of Administrative Services (ODAS), relative to

transfers, promotions and the filling of vacant positions, including any requirement for civil-service testing for non-original appointments.

ARTICLE 21
HEALTH & SAFETY

Section 21.1. It is the responsibility of the Employer to provide reasonably safe working conditions in compliance with applicable requirements of federal and state law. It is the duty of the Employees to comply with all safety rules, regulations, and procedures promulgated by the Employer.

Section 21.2. In the event an Employee believes that the physical facility, equipment, or furnishings are in an unsafe condition, he or she shall report the unsafe condition to the immediate supervisor, or, if the supervisor is unavailable, to the Division Administrator, Director, or other designee of the Director. The Employer shall determine what action shall be taken in response to any claim under this Section, and endeavor to correct any unsafe working condition as soon as practicable. Failure of the Employer to correct an unsafe working condition shall be subject to the grievance procedure. The grievance procedure shall be the Employee's sole recourse for complaints of discharge or discrimination for asserting rights under the Ohio Public Employment Risk Reduction Act, under the provisions of Section 4167.13 of the Revised Code.

Section 21.3. Employees shall promptly report all on the job or work related injuries to the Director or Human Resources Manager. Copies of these reports will be forwarded to the Union's president.

ARTICLE 22
WAIVER IN CASE OF EMERGENCY

Section 22.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Butler County Commissioners, or the Butler County Department of Job and Family Services, resulting from acts of God, civil disorder, or other causes of an unforeseen nature, the following conditions of this Agreement shall automatically be suspended for the duration of the emergency:

(a) Time limits for the Employer's or the Union's replies on grievances; and,

(b) All work rules, provisions, and practices relating to the assignment of Employees when it is not reasonably possible to follow such work rules, provisions, or practices during the emergency.

Section 22.2. 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 the grievance(s) had properly progressed.

ARTICLE 23
PERSONNEL RECORDS

Section 23.1. Within a reasonable time of a request, not to exceed three (3) business days, an Employee may inspect his or her personnel file, provided such requests have not been made with unreasonable frequency. The following requirements govern such requests:

(a) The Employee shall inspect the personnel file at a time mutually agreeable to the Employee and the Employer. With prior notification to the Employer, the Employee may have a representative present during such inspection. The Employee may designate, by presentation of a signed, written authorization, a representative to inspect the Employee's personnel file in his or her place, subject to the other provisions of this Article.

(b) If the Employee objects to any item in the personnel file, he or she may provide written clarification or explanatory response for inclusion in the file.

(c) Employees may request copies of items in their personnel file subject to a reasonable copying charge imposed in the discretion of the Employer.

Section 23.2. Employees shall receive a copy of any warnings, reprimands, orders of discipline, commendations, or performance evaluations placed in their personnel files after the effective date of this Agreement.

Section 23.3. The Employer shall serve upon the Local Union President a copy of all written disciplinary actions issued against an Employee, as well as all written commendations the Employees receive.

Section 23.4. Employees may have included in their personnel files any certifications, awards, or commendations that were earned whether from the agency or outside the agency. Any certifications, awards, or commendations shall not be removed from any Employee's personnel file without permission from the affected Employee.

ARTICLE 24
LABOR-MANAGEMENT COMMITTEE

Section 24.1. The Employer and the Union commit to meet and otherwise discuss issues on a regular basis, recognizing that open communication is key to maintaining effective and cooperative working relationships, addressing issues and resolving problems pro-actively, and enhancing service to customers. Meetings of the Labor-Management Committee will be scheduled at the request of either party (Union or the Employer) to discuss issues or problems of concern to the parties.

Section 24.2 The Labor-Management Committee is to consist of no more than five (5) designated committee members and a staff representative from the Union, and no more than five (5) representatives appointed by the Employer.

Section 24.3. Prior to any requested, special meeting, the party requesting the meeting shall submit a proposed agenda to the other party, and the Union shall notify the Employer of the bargaining-unit Employees to attend, not to exceed five (5) Employees. The other party may also submit agenda items to be considered. The parties shall consider, in alternate order, the consecutively placed items from each list. For regular, quarterly meetings, the parties will endeavor to share issues in advance to ensure that needed persons are in attendance, but may raise any issues or concerns of interest for discussion.

Section 24.4. The Employer agrees that the Division Director Program Eligibility and the supervisors will meet on a quarterly basis to review the caseload assignments for Employees, with a goal of keeping caseloads manageable and achieving balance and equity among Employees and among units. As part of this process, the Employer will evaluate the need to redistribute caseloads among units based on staffing shortages, including long-term absences relating to sick leave or disabilities, as well as issues of overall caseload size and the adequacy of staffing. If the Division Director concludes in any review of caseloads under this process that overall caseloads are at a level not conducive to quality work, he or she will recommend to the Assistant Director an action plan to address the problem. That plan will be shared with the Union, which may request a Labor-Management Committee meeting to share its views. Management will give a written response to the Union following this consultation.

Nothing in this Section is intended to affect or impair the Employer's right to assign work under Article 4 or elsewhere in this Agreement. Any issues relating to the application of this Section will be raised in the Labor-Management Committee.

ARTICLE 25
HOURS OF WORK AND OVERTIME

Section 25.1. The normal work schedule for Employees shall be thirty-eight (38) hours of five (5) work days per week, Monday through Friday, except as provided in Section 2 or as otherwise required by law. The work week, for overtime calculation purposes, shall commence Saturday at 12:01 a.m. and conclude the following Friday at 12:00 midnight.

Section 25.2.

(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 work day or work week for the purposes of promoting efficiency or improving services. In the event the proposed change is of a permanent nature, the Employer agrees to meet and confer with the Union regarding the proposed change.

(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

(c) The business hours for the Hamilton and Middletown office locations are set between 7:00 a.m. and 4:00 p.m. The business hours for the Workforce One location are set between 8:00 a.m. and 5:00 p.m. Within those hours, supervisors have discretion to schedule the start and

stop times for Employees, including the options of one hour or half-hour lunch periods, provided that full coverage is maintained for each unit and function at all times during business hours. The supervisor shall determine a schedule of hours for the work unit with available schedules and the number of Employees in the classification that may work at each available slot, and may ask Employees in a unit to arrange a group schedule that provides the needed coverage in each available time slot. If the Employees are not able to work out the schedule by consensus themselves, the supervisor shall assign schedules based on the Employee's preference in order of seniority, as defined in Article 18, Section 18.1, measured within the particular unit, classification, and specific job function (where relevant). With regard to scheduling of hours, the following provisions also apply:

(1) Work schedules shall be open for reassignment commencing each year on the first full pay period in August. Supervisors shall consult with Employees for schedule preferences in June of each year for the coming year.

(2) Seniority only governs schedule assignments within the Employee's particular unit, job classification, and specific work function (where relevant), and no Employee has any right to reassignment to a different unit or job function in order to obtain a more favorable schedule.

(3) If an Employee in a unit terminates employment or takes a position in another unit, the supervisor shall offer the available schedule to the other Employees in the unit on the basis of seniority.

(4) The parties expressly agree that the determining factor in any Employee request for preferred work schedules is whether the Department provides full coverage in each unit, job classification, and work function during all business hours, and that any request or assignment inconsistent with that need may be denied. Accordingly, all schedules set forth in this section are subject to change based on operational needs or the Employee's failure to comply with the schedule, including but not limited to using excessive time at lunch or other breaks.

(d) (1) With the prior approval of the Employee's supervisor, the Employee may use a flex-time schedule within a work week; provided that the Employee works a number of hours equivalent to his or her full work week. The supervisor has authority to approve the request for a flexible work schedule, and no form is required other than recording the actual hours worked on the Employee's time card. The supervisor may deny the request in his or her sole discretion, and the denial of such a request is not subject to the grievance and arbitration procedure of this Agreement.

(2) If the Employee is absent longer than requested, the Employee will not be paid for the balance of the time or will be required to account for the absence with leave, in the supervisor's discretion. In such a case, the Employee must notify his or her supervisor or, in the supervisor's absence, Human Resources, that the Employee will not be able to return on time.

Section 25.3.

(a) An Employee in active pay status in excess of forty (40) hours in one week, shall, at the option of the Employee, either be paid cash at one and one-half times his or her regular rate

or receive compensatory time off on the basis of one and one-half hours off for each hour of overtime worked; provided, however, that the Employer may require the Employee to utilize compensatory time off in lieu of cash upon the Employer's determination that there are not sufficient funds in the allocation against which the Employee's salary is charged. Time off to use earned compensatory time will be granted within a reasonable time of the Employee's request, not to exceed thirty (30) days, unless granting the request would unduly disrupt the operations of the Employer. No Employee shall be permitted to accrue more than two hundred forty (240) hours of unused compensatory time and any Employee who has accrued unused compensatory time to the two hundred forty (240) hour 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) It is the intention of the parties, for reasons of efficiency and economy, that the Employer be permitted to utilize work scheduling and compensatory time to minimize its overtime liability.

(c) This Article is intended to be used as the basis for computing overtime and shall not be construed to limit other rights granted to management in this Agreement.

ARTICLE 26
BREAK PERIODS

Section 26.1. The Employer shall provide two fifteen (15) minute break periods in each completed work shift for full-time Employees, except in cases of emergency. The rest period will be scheduled as authorized by the Employee's supervisor based upon the Employer's operational needs at the time. If possible, without adverse impact on operational needs, in the Employer's sole judgment, each rest period will be scheduled within a two (2) hour period in the middle of each half-shift.

Section 26.2. With the approval of the supervisor, which approval will not be unreasonably denied, Employees may take their break periods in smaller increments of not less than five (5) minutes, provided that no Employee may use his or her break period in conjunction with the beginning or end of the work day or any meal period.

ARTICLE 27
HOLIDAYS

Section 27.1. Employees shall be entitled to the following holidays as observed by the Employer:

(a) New Year's Day
(b) Martin Luther King's Birthday
(c) President's Day

(d) Memorial Day
(e) Independence Day
(f) Labor Day
(g) Veterans' Day
(h) Thanksgiving Day
(i) Day after Thanksgiving
(j) Christmas Day

In the event a scheduled holiday falls on a Saturday, it shall be observed on the preceding Friday; in the event it falls on a Sunday, the holiday shall be observed on the following Monday.

Section 27.2.

(a) Christmas Eve Day and New Year's Eve Day shall be observed only as approved by the Board of County Commissioners for all other non bargaining unit employees of the County.

(b) A part-time Employee regularly scheduled to work on the day observed as a holiday shall be paid holiday pay for the number of hours scheduled to work on that day. For example, an Employee scheduled to work four hours a day would receive four hours of holiday pay. An Employee scheduled to work eight hours on Monday, Wednesday, and Friday will receive eight hours holiday pay if the holiday falls on Monday but no holiday pay if the holiday falls on Tuesday.

Section 27.3. In observance of the above holidays Employees will normally be scheduled off and paid their regular rate of pay for the holiday. Intermittent Employees are not eligible for holiday pay. However, if Employees covered by this Agreement are required to work on any of the above holidays or the day observed as such but not both, they will be compensated in compensatory time or in cash at time and one half (1½) in addition to the regular pay for the holiday.

Section 27.4. If a holiday falls during an Employee's vacation, the holiday shall not be included in the calculation of vacation leave used.

Section 27.5. An Employee, in order to receive holiday pay or compensatory time as set forth above, must be in active pay status and, if scheduled, must work the day before and the day after the holiday unless absence from work is due to an approved leave, or illness or injury, in which event a doctor's certificate may be required.

ARTICLE 28
VACATIONS

Section 28.1. Full-time Employees, after completion of their probationary period, shall be entitled to vacation time each year as follows:

(a) After completion of one (1) year of service with the Employer, the State of Ohio, or any political subdivision of the State at a rate of two (2) weeks annually; provided that the first week of vacation will be granted to an Employee with no prior service time after successful

completion of the six (6) month probationary period, and the Employee shall thereafter earn accrued vacation biweekly at the two-week rate set forth in Section 28.3. For Employees who have more than one (1) year of prior service at the time of hire, vacation shall accrue immediately at the appropriate rate, but no vacation may be used prior to the completion of the initial probationary period.

(b) After completion of five (5) years' service with the Employer, the State of Ohio, or any political subdivision of the State – three (3) weeks.

(c) After completion of ten (10) years' service with the Employer, the State of Ohio, or any political subdivision of the State – four (4) weeks.

(d) After completion of twenty (20) years' service with the Employer, the State of Ohio, or any political subdivision of the State – five (5) weeks.

Section 28.2. Permanent part-time Employees shall earn vacation on a pro-rata basis based on the number of weeks set above and the number of hours such Employees are regularly scheduled to work each week.

Section 28.3. Vacation is in addition to any recognized holidays as set forth in Article 27 that may fall within an Employee's vacation period. If a holiday falls within an Employee's vacation period, the holiday shall not be counted against vacation time used.

Section 28.4.

(a) Following completion of the first year of employment, Employees shall accrue vacation leave in each biweekly pay period in which they are in active pay status at the following rate:

Annual Rate	Biweekly Rate
Two weeks	3.1 hours
Three weeks	4.6 hours
Four weeks	6.2 hours
Five weeks	7.7 hours

(b) In any biweekly period in which a full-time Employee is not in active pay status for eighty (80) hours, he or she shall accrue vacation at a pro-rata rate.

Section 28.5. Vacation will be scheduled at the discretion of the Employer based on the staffing requirements within the classification at the Employee's work site and/or operational needs. The Employer shall approve or deny vacation requests within ten (10) calendar days of the written request. This period can be extended for an additional period not to exceed seven (7) calendar days, upon notice to the Employee. If a request is denied, the supervisor shall provide the reason for the denial. Vacation requests shall not be unreasonably denied; provided, however, that the supervisor may, in his or her sole discretion, approve or deny any request to use vacation on the same day of the request, and the decision to deny a same-day request for vacation is not subject to the grievance and arbitration procedures of this Agreement. When two or more Employees request vacation leave and the Employer determines that not all the requests can be accommodated, scheduling shall be based

on the Employee's seniority. The Employer shall not alter or cancel the vacation already approved for an Employee except with the mutual agreement of the parties or in the event of an emergency requiring the presence of the Employee. Vacation denied based on staffing levels and/or operational needs shall be subject to the grievance and arbitration procedure.

Section 28.6. Vacation pay shall be based upon the Employee's regular pay in effect when the Employee starts his or her vacation. Vacation may be taken in minimum units one-quarter (¼) hour.

Section 28.7. Vacation leave may not be carried more than two (2) years except by special written consent to be granted at the sole discretion of the Employer. In no event shall accrued vacation be carried for a period of more than three (3) years.

Section 28.8.. An Employee who retires, resigns, or has otherwise terminated his or her employment, and who has not been discharged for theft, falsification of records, destruction of Employer equipment, or mistreatment of clients, members of the public, or other employees, and who has not received the vacation pay to which he or she is entitled, shall receive said vacation pay at the next regular pay period.

Section 28.9. In the case of the death of an Employee, the unused vacation leave and unpaid wages of the Employee shall be paid in the following order to:

(a) The surviving spouse;

(b) Any one or more of the Employee's children eighteen (18) years of age or older, in equal shares;

(c) The father and mother of the Employee, in equal shares, or the survivor of them; or

(d) The estate of the Employee.

ARTICLE 29
OTHER PAID LEAVE; VERIFICATION

Section 29.1. All Employees, who have completed their probationary period and who are called (not volunteered) to serve as jurors, will receive their regular pay for the period of the jury service. As a condition for receiving his or her normal pay, the Employee must sign over any jury duty payment to the County. Under no circumstances will an Employee receive more than eight hours of pay for a day in which he or she has served all or part of the day on a jury. When service on the jury either begins or ends with an hour or more left in the Employee's regularly scheduled hours that day, the Employee must report to work for the remainder of the work day, unless (a) the Employee has served or is scheduled to serve at least eight hours of jury duty that day, or (b) the Employee requests to use vacation leave, compensatory time off, or personal leave to account for the remaining hours that day. When the Employee is dismissed from jury duty with an hour or more left in his or her work day, the Employee must call the supervisor, division director or administrator, or the Human Resources Manager to notify the Employer of this fact, and to report whether he or she will be using leave or reporting back to work.

Section 29.2. An Employee testifying as a witness pursuant to a lawful subpoena of a court or agency, in a proceeding in which the Employee is not a party, shall receive his or her regular pay for the period of such testimony. The same pay, notification, and reporting procedures found in Section 29.1 of this Article apply to service as a witness.

Section 29.3. Employees who are members of the Ohio National Guard, the Ohio Military Reserve, the Ohio Naval Militia, or members of other reserve components of the armed forces of the United States are entitled to a leave of absence for such time as they are in the military service on field training or active duty for periods not to exceed, in the aggregate, thirty-one (31) days in any calendar year. During such leaves, an Employee shall be paid his or her regular pay less any compensation earned in the pay period by reason of such military service.

Section 29.4. The Employer shall have the right to demand proof of proper use of any paid leave. Falsification of any information with respect to any paid leave, including, but not limited to paid sick leave, shall be grounds for discharge.

Section 29.5.

(a) For each four (4), consecutive biweekly pay periods in which a full-time Employee has used no sick leave, except approved funeral leave, the Employee shall be granted four (4) hours of personal leave with pay. The four- (4) pay period cycle for eligibility shall be measured on a rolling, forward basis, but once an award of personal leave is made, the Employee must have four (4) subsequent pay periods with no use of sick leave as provided in this Section before he or she will be eligible for more personal leave. Under no circumstance shall the same pay period be considered more than once to calculate eligibility for a personal leave award. Such personal leave may be used for any personal purpose of the Employee, provided the Employee has scheduled the leave with the prior approval of the Employer. Personal leave is cumulative to a maximum of 120 hours, and unused personal leave may be carried over indefinitely subject to this limit. Employees may take their personal leave in one-quarter (¼) hour increments.

(b) Upon an Employee's retirement, resignation, or termination, except for a termination for the reasons stated in Article 28 (Vacations), Section 28.8, all accrued but unused personal leave shall be paid out to the Employee. An Employee still serving an initial probationary period is not eligible for this cash-out, on separation from employment. Upon an Employee's death, accrued but unused personal leave shall be paid out to the Employee's survivors or estate in the same order specified for pay-out of vacation leave in Article 28 (Vacations), Section 28.9.

Section 29.6. An Employee who uses sick leave or vacation leave by reason of an injury or accident other than an injury or accident covered by workers' compensation, and who receives compensation or reimbursement for lost wages from a third party, may purchase back all or a portion of the hours of leave used by reimbursing the Employer for the cost of the leave used based on the Employee's regular hourly rate of pay at the time of the reimbursement. This provision is not applicable in cases where the Employee has received disability compensation through workers' compensation.

Section 29.7. Duly appointed delegates to Union conferences or conventions may request to be released from work without loss of pay or accrued leave to attend the function, provided that the Union reimburses the Employer for the Employee's wage costs, measured by the Employee's hourly wage rate and the number of hours of release time. The Local President or designated officer must request such release time at least fourteen (14) calendar days in advance, and no such request shall be unreasonably denied.

ARTICLE 30
SICK LEAVE

Section 30.1. Employees will earn sick leave at the rate of four and six tenths (4.6) hours per each completed eighty (80) hours in active pay status. Active pay status shall be defined as hours worked, hours on vacation, hours on holiday leave, hours on paid sick leave, hours of compensatory time off, and other hours of authorized, paid leave. Sick leave shall be cumulative without limit.

Section 30.2. Pay for any sick leave shall be at the Employee's regular rate of pay; except as otherwise provided in this Section:

(a) For purposes of this Section 2, the term "year" will mean the twenty-six (26) pay periods designated by the Employer for the year, and not the calendar year itself. If within the twenty-six (26) pay periods for preceding calendar year, the average rate of the use of sick leave is not eight (8) days or fewer per year for bargaining-unit Employees, then for the next year, all Employees shall be paid for sick leave as set forth in subsection (b) of this Section, unless they have the minimum amounts of sick leave balance set forth below:

(1) For Employees with less than one (1) year of seniority, as defined as in Article 18 (Seniority), Section 18.1 – forty (40) hours.
(2) For Employees with at least one (1) year of seniority but less than two (2) years of seniority – eighty (80) hours.
(3) For Employees with at least two (2) years of seniority but less than three (3) years of seniority – one hundred sixty (160) hours.
(4) For Employees with at least three (3) years of seniority but less than four (4) years of seniority – two hundred forty (240) hours.
(5) For Employees with four (4) or more years of seniority – three hundred (300) hours.

(b) Employees who do not have the minimum hours of accrued sick leave set forth in subsection 2(a) above shall be compensated for sick leave as follows:

(1) For the first forty (40) hours of sick leave used during the designated, one-year period, sick leave will be paid at one hundred percent (100%) of the Employee's regular pay.
(2) For the second forty (40) hours of sick leave used during that year-period, sick leave will be paid at seventy-five percent (75%) of the Employee's regular pay.
(3) For all other sick leave beyond eighty (80) hours used during that year-period, sick leave will be paid at fifty percent (50%) of the Employee's regular pay.

(c) Employees who have the minimum hours of accumulated sick leave specified in subsection 2(a) at the beginning of the pay period in which the sick leave is used shall not have the payment of sick leave reduced under this Section. Sick leave is credited at the end of each pay period, not on a daily basis. For Employees who do fall below the specified limit, the payment limitations set forth in Section 2(b)(1)-(3) will be calculated based on the number of total sick leave days used during that year while under the specified hour threshold. In all cases, the Employee must have enough accrued sick leave to cover the amount of time used or the Employee will not be paid at all.

(d) If at the end of the first thirteen (13) pay periods of each year, the average rate of sick leave use is four (4) days or less, the sick leave pay rate reductions under Section 2(b) of this Article will not apply for the remaining pay periods of that year. At the conclusion of the last pay period for that year, such restrictions shall thereafter remain in place for the pay periods of each year thereafter unless the average use of sick leave by bargaining-unit Employees, as measured over the preceding year, has not exceeded eight (8) days per year. In each year, however, the restrictions shall be suspended for the balance of the year if the average rate of sick leave use for the first thirteen (13) pay periods remains at four (4) days or less.

(e) Notwithstanding the other provisions of this Section, Employees are eligible to use sick leave they have accrued, paid at their full, regular rate of pay, for:

(1) In-patient hospitalization of an Employee or a member of the Employee's immediate family, as defined in Section 7, and the continuous period of recovery therefrom; or
(2) Sick leave used for funeral purposes, as provided in Sections 16, 17, and 18 of this Article; or
(3) Any sick leave scheduled and approved no later than the business day before the leave is used. Leave requested on the same business day as it will be used does not qualify for an exception under this Section. Further, in the case of a leave of more than one day, the leave must be approved no later than the business day before the continuous period of absence begins to qualify under this exception. "Business day" means a day the agency is open to the public for business, excluding any Saturday, Sunday, or observed holiday; or
(4) Any other leave determined, in an agreement by the Employer and the Union, to an appropriate exception based on extraordinary circumstances. The decision of the parties whether or not to agree to such an exception is not subject to the grievance and arbitration procedures of this Agreement.

(f) When measuring the amount of sick leave used by bargaining-unit Employees, all paid and unpaid sick leave except for funeral leave under Section 16, 17, or 18 of this Article shall be counted, including leave for the serious health condition of the Employee or a member of the Employee's immediate family, but sick leave that has been converted to personal leave under Article 32 (Sick Leave Conversion), Section 32.4 of this Agreement shall not be counted as "sick leave used." Throughout this Section, a "day" for purposes of measuring average sick leave use will be the equivalent of seven and one-half (7½) or eight (8) hours, rounded to the nearest tenth of an hour.

(g) The Employer shall prepare and distribute monthly reports to all Employees showing the average number of days of sick leave used for the bargaining unit for the year to date, converted to an annualized rate.

Section 30.3. Sick leave may be requested for the following purposes, provided that the Employee has notified his or her supervisor or the Human Resources Office within one-half (½) hour of the scheduled starting time for each day of the Employee's absence:

(a) Illness or injury of the Employee;

(b) Serious illness or injury of immediate family members, pursuant to Section 30.7;

(c) Medical, dental, or optical examinations that cannot be scheduled outside normal working hours;

(d) Exposure of the Employee to a contagious disease if, by reason of such exposure, the Employee's presence at work would pose a substantial risk of contagion and serious illness to co-workers;

(e) Pregnancy, childbirth, and related medical conditions, but only to the extent the Employee is rendered unable to work by reason of such condition; and

(f) Death of a member of the Employee's family, pursuant to Section 30.12 or 30.13.

Section 30.4. An Employee who is hospitalized, whose leave has been prior approved for the day in question, or who has provided a medical statement indicating the expected date of return shall not be required to call in daily.

Section 30.5. Upon the request of the Employer, in the Employer's discretion, an Employee must furnish satisfactory proof of his or her sickness, illness, or disability, or of the illness or injury of an immediate family member requiring the Employee's presence, before any sick leave is paid. Any such request must be made before the Employee's return to the office. Further, in the case of an illness or injury resulting in absence for more than three (3) consecutive days, an Employee may not return for duty or be paid sick leave without a statement from the Employee's physician verifying that the Employee was unable to work.

Section 30.6. Employees are prohibited from engaging in either of the following during a paid or unpaid sick leave, including leave for the serious health condition of the Employee or a member of the Employee's immediate family under the Family and Medical Leave Act (FMLA):

(a) any paid employment of any kind, or

(b) other activities, whether or not paid, that are inconsistent with the claimed inability to work or the claimed need to care for a seriously ill member of the immediate family.

Section 30.7. Sick leave may be granted when an immediate family member suffers serious illness or injury requiring the Employee's presence. The amount of the sick leave granted under this section

shall lie in the discretion of the Employer. "Immediate family member" shall be defined, for purposes of this section, as the spouse, child, grandchild, parent, legal guardian, legal ward, or other relative or dependent, provided such other relative or dependent regularly resides in the Employee's home. Stepchildren, stepparents, and step-siblings are covered by the provisions of this Section when the relationship dates back to childhood (prior to the age of 18), such as a stepchild that the Employee helped raise, a stepparent who helped raise the Employee, or step-siblings who grew up in the same home. It does not apply to other step-relationships, though the Employee may request other forms of leave, subject to the provisions that govern such requests.

Section 30.8.

(a) Upon exhaustion of accrued sick leave, the Employee may be permitted to use accrued vacation leave. If the Employee presents a physician's statement that the disability is not likely to exceed six (6) months, sick leave without pay or benefits up to a period of six (6) months may be granted when an Employee is sick or injured and is without any accumulated sick leave.

(b) If the Employee's physician cannot certify likely recovery within six (6) months, or if the Employee remains unable to return to work after the expiration of the six-month leave, the Employee shall be placed on disability separation. The Employee may request reinstatement to his or her prior classification or any lower classification in the same classification series within a period of two (2) years from the date the Employee was placed on disability separation or unpaid sick leave, whichever was earlier.

(c) An Employee requesting reinstatement from a disability separation may be required to submit to an examination by a physician selected by the Employer, with the consent of the Employee or the Union. The examination must show that the Employee has recovered from the disability and is able to perform all of the material duties of the position to which reinstatement is sought. The Employer shall pay the cost of the examination.

(d) In the event there is no vacancy in the Employee's prior classification or a lower classification in the same classification series, the Employee may displace only an Employee with less seniority. If no Employee has less seniority, the Employee requesting reinstatement shall be laid off. Any Employee displaced by an Employee returning from disability separation shall be subject to the layoff and recall provisions of Article 19, herein.

Section 30.9. An Employee may donate vacation leave to another Employee who has exhausted all paid sick leave, vacation, personal leave, and compensatory time off, where the donee Employee or a member of that Employee's immediate family is suffering from a life-threatening injury or illness. Eligibility to receive such donations shall be determined by the Employer. Any request to donate leave shall be submitted in writing to Human Resources Manager, subject to the approval of the Director or his or her designee. The decision of any Employee whether or not to donate leave is a personal one, and no Employee will be pressured or coerced to donate leave. The transferor must provide written notice to the Employer of the transfer of the vacation leave, and the transferred leave will be credited at the end of the pay period in which the notice is given. The donation notice shall include a statement that the transferring Employee is forever waiving his or her claim to the vacation leave. No Employee may donate more than forty (40) hours of vacation leave in any calendar year.

Section 30.10. Sick leave shall be charged in minimum amounts of one-quarter (¼) hour. An Employee requesting sick leave shall inform his or her supervisor directly of such request and the reason therefore within one-half hour of his or her scheduled starting time. If the supervisor is not available at the time of the call, then the Employee must speak with the Division Director, or another supervisor in the division. If neither of these individuals are available, then the Employee must call either the Human Resources Manager, or the Assistant Director. It is not permitted for the Employee to leave messages with a co-worker or on the voice-mail system in lieu of contacting the supervisor directly. It is also not permitted for family members or friends to call in for the Employee unless the Employee is hospitalized or totally incapacitated and unable to make the call. If neither the supervisor nor the other named individuals are available at the time the Employee calls in, the Employee shall leave a message with a telephone number at which the Employee may be reached. Failure to do so may result in denial of sick leave for the period of absence and/or disciplinary action. Employees are responsible for contacting the Employer for each day of absence in accordance with this Section, unless the Employee is hospitalized, has been previously approved for leave for the day in question, or has provided a written doctor's statement specifying the anticipated date of return. Failure to do so may result in denial of sick leave for the period of absence and/or disciplinary action.

Section 30.11. The Employer may require the Employee to submit to a medical examination to verify the proper use of sick leave or the Employee's ability to perform the substantial and material duties of his or her position. The Employer's determination following such an examination that an Employee is unable to perform his or her duties is subject to the grievance and arbitration procedure. The Employer shall select the physician with the approval of the Employee or the Union, and shall pay for the examination.

Section 30.12. Employees may use flexible scheduling under the provisions of Article 25 (Hours of Work and Overtime), Section 25.2(d) to minimize the use of sick leave, subject to the approval provisions of that Section.

Section 30.13. The Employer and the Union understand that sick leave is intended as a form of income insurance in the case of the illness of the Employee, or illness or death of a family member, as provided in this Article, for those listed purposes only, and not as a form of additional time off. Fraudulent use of sick leave is a very serious offense that will be treated as a form of theft, and may result not only in the discipline or discharge of an Employee but possible criminal investigation and prosecution as well. The abuse of sick leave damages not only the agency and the public we serve, but also those co-workers who must carry the burden of employees who fail to attend work on a regular basis. To ensure that all Employees understand the seriousness of this problem, the Employer and the Union agree to offer in-service training programs for all agency staff on the importance of controlling sick leave abuse, and the Union agrees to cooperate with the development and implementation of this training. In addition, the Employer will include discussions of sick leave and absenteeism controls to orientation for new Employees.

Section 30.14. The Employer and the Union agree that excessive use of sick leave poses an unacceptable burden on the operations of the agency and on co-workers who must carry the job duties of absent workers. Accordingly, the parties agree that discipline for high uses of sick leave will be imposed as set forth in this Section. Absences will be counted over a rolling twelve (12) month period effective upon ratification of this agreement. Absences covered by the Family and Medical Leave Act or for funeral purposes will not be counted or disciplined under this Section.

Unscheduled absences due to illness of the Employee or an immediate family member will be counted, even if the Employee uses vacation leave, personal leave, or compensatory time off to cover the absence. The schedule set forth below will be based on occurrences, and an "occurrence" is defined as an absence of one or more consecutive, scheduled work days not scheduled and approved at least the business day before the absence, as specified in Section 30.2(e)(3) of this Article.

(a) After two occurrences in any twelve (12) month period, the Employer will counsel the Employee about high usage rates. This is intended to remind the Employee that disciplinary action may result if absences continue.

(b) After four occurrences in any twelve (12) month period, the Employee shall receive a verbal warning.

(c) After five occurrences in any twelve (12) month period, the Employee shall receive a written reprimand.

(d) After six occurrences in any twelve (12) month period, the Employee will receive a suspension without pay, and discipline may thereafter progress up to and including termination.

It is not a defense to discipline under this Section that the Employee or a family member was, in fact, ill or has a physician's statement covering the illness. It is the intent of the parties to reflect that Employees unable to attend work on a regular basis are unable to contribute to the agency's operations and pose and excessive burden on co-workers, subject, of course, to the rights and obligations set forth in the Family and Medical Leave Act. The Employer may, in its discretion, decline to impose one or more of the penalties provided in this section based on the facts and circumstances of the Employee's individual case, and the decision whether or not to waive a penalty is not subject to the grievance and arbitration procedure.

Section 30.15. If an Employee transfers to the service of the Employer from another County department or from another Ohio public agency, the Employer shall credit the Employee, upon written request and verification, with the sick-leave balance held by the Employee with the Ohio public agency.

Section 30.16. An Employee shall be paid sick leave pay for up to five (5) working days' absence in the event of the death of the Employee's spouse, child, grandchild, parent, grandparent, brother or sister. An Employee shall be paid sick leave pay for up to three (3) working days' absence for the death of the Employee's, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, or son-in-law. Employees may use sick leave for the death of stepparents, stepchildren, or step-siblings if qualified under the terms set forth in Section 30.7 of this Article. Days of sick leave-funeral leave taken must coincide with the day of death or the day of funeral. Employees are not required to call in daily after providing notice of a funeral leave.

Section 30.17. In the event of a death of a relative other than those in the immediate family as described in Section 16, above, the Employer may, at its sole discretion, grant one (1) day of sick leave in order that the Employee may attend the funeral.

Section 30.18. In circumstances of unusual distances of travel or extreme weather conditions the Employer may, upon the request of the Employee, at its sole discretion, grant up to an additional two (2) days of unpaid leave for the Employee to travel to the funeral of a relative in the family as described in Section 16 above.

Section 30.19. An Employee must complete and submit an Application for Usage of Sick Leave immediately upon return to work to qualify for use of sick leave.

Section 30.20. An Employee who is absent from duty without leave or without notice to his or her supervisor of the reason for such absence will be subject to discipline up to and including discharge.

ARTICLE 31
UNPAID LEAVE

Employees shall be eligible for unpaid leave in accordance with the following:

Section 31.1. Maternity Leave.

(a) An employee may take accrued sick leave with pay for pregnancy, childbirth, and related medical conditions. In addition, the Employee may use any accrued vacation leave. Following exhaustion of accrued sick leave, the Employee may request sick leave without pay for maternity purposes ("maternity leave"). Sick leave with pay and maternity leave shall be used only for that period in which the Employee is unable to perform the substantial and material duties of her position because of her pregnancy, recovery from childbirth, or related medical conditions, including reasonable pre-delivery, delivery, and recovery time, as certified by a licensed physician. Within thirty (30) days of the termination of pregnancy, the Employee shall provide a statement by her attending physician stating the period for which the Employee is unable to work and the projected date on which she will be able to return to work.

(b) Maternity leave without pay granted under subsection (a) for pregnancy, childbirth, and related medical conditions shall in no event exceed six (6) months. If the Employee is unable to return to work within six (6) months, the Employee shall be given a disability separation. Maternity leave without pay shall not include time requested for purposes of child care following the Employee's recovery from childbirth or other termination of the pregnancy.

(c) Any additional leave without pay for parental or child care purposes must be requested under the provisions of Section 31.3 below. All requests for leaves of absence without pay for purposes of child care shall be considered on a nondiscriminatory basis without regard to the sex of the Employee. An adoptive parent's request for leave of absence for purposes of child care shall be considered on the same basis as that of a biological parent under similar circumstances. The Employer retains the right to consider such requests in its discretion under Section 31.3, and may limit such leave to one of two parents.

Section 31.2. Military Leave. Leaves of absence without pay, for the purpose of induction into duty with the United States Armed Forces or with a Reserve component thereof, shall be granted in accordance with applicable law.

Section 31.3. Other Leaves. Leaves of absence without pay or benefits for other reasons, including but not limited to for purposes of child care, educational reasons, or attendance at Union conventions or functions or other service as a delegate or officer, may be granted at the sole discretion of the Employer; provided, however, with respect to unpaid Union leave, the Employer shall grant up to ten (10) total days per calendar year to Union officers or representatives selected by the Union for the purpose of attending official Union conventions or functions. Unpaid Union leave not used by the end of the calendar year shall not be carried over. Such leave must be requested, in writing, at least fourteen (14) days in advance. Furthermore, it is expressly understood that while the ten (10) days of unpaid Union leave is the aggregate amount for the entire bargaining unit, it may be split by two or more Union officers or representatives. In addition to Union leave provided under this Section, Employees may seek release time without loss of pay under the provisions of Article 29 (Other Paid Leave), Section 29.7.

Section 31.4. Seniority. When an Employee returns to work following a leave of absence, the Employee shall be returned to his or her former classification without loss of seniority.

Section 31.5. Benefits. Benefits and insurance will not accrue during any period of unpaid leave except that during such leave of absence, upon the Employee's request, and subject to any conditions or requirements of the insurer, the Employer shall continue group health insurance coverage at the expense of the Employee to the extent required by federal law; provided further that the Board of County Commissioners shall continue group health insurance coverage in force, at the expense of the Employer, for the same period as is offered to other County employees generally, not to exceed the first ninety (90) days of a leave without pay.

Section 31.6. Abuse of Leave. If the Employer becomes aware at any time during an unpaid leave that the leave is not being used for the purposes for which it was granted, the Employer may terminate the leave, order the Employee to return to work, and may take such disciplinary action as it may deem appropriate.

ARTICLE 32
SICK LEAVE CONVERSION

Section 32.1. Upon retirement from active service with the Department of Job and Family Services, and with ten (10) or more years of service with the County, the State, or any political subdivisions of the State, the Employee shall be paid for one-fourth of his or her accrued but unused sick leave credit, not to exceed forty (40) days' pay. The payment shall be based upon the Employee's rate of pay at the time of retirement and eliminates all sick leave credit accrued but unused by the Employee at the time of retirement.

Section 32.2. An Employee shall be deemed to have retired, under Section 32.1 of this Article, if he or she is eligible, at the time of termination, for payment of retirement benefits from the Public Employees Retirement System of Ohio and has applied for payment of such benefits.

Section 32.3. An Employee who dies shall be deemed to have terminated employment as of the date of death, and shall be eligible for sick leave conversion pursuant to this Article if the Employee would have been eligible upon a retirement on that date. Such sick leave conversion shall be paid out in the order specified in Article 28, Section 28.9 of this Agreement.

Section 32.4.

(a) A full-time Employee with more than two hundred fifty-six (256) hours of sick-leave credit may convert a maximum of forty-eight (48) hours of such balance to up to twenty-four (24) hours of personal leave each calendar year, at a ratio of sixteen (16) sick leave hours for eight (8) hours of personal leave. Employees who do not wish to convert sick leave shall not lose any accrued time.

(b) If the average rate of the use of sick leave falls to six (6) days or fewer per year for bargaining-unit Employees for any year, as measured in Article 30, Section 30.2 of this Agreement, then the conversion rate for sick leave to personal leave set forth in Section 4(a) of this Article shall be changed to a one-to-one ratio, with a maximum of twenty-four (24) hours of sick leave converted to personal leave each year. This one-to-one ratio will only be maintained so long as the average use of sick leave for bargaining-unit Employees stays at or below six (6) days per year for the preceding year, and if the rate rises above the six- (6) day threshold, then the conversion rate will revert to a two-for-one ratio, as provided in Section 4(a).

ARTICLE 33
LIFE AND HEALTH INSURANCE

Section 33.1. The Employer will continue to provide the same life and health insurance coverage provided by the Butler County Board of Commissioners to its other County employees during the term of this Agreement.

Section 33.2. An Employee whose spouse or dependent is presently covered by medical insurance from any other source, other than insurance wholly paid for by the Employee, spouse, or dependent, is not eligible for family coverage under this Article; provided, however, that if that spouse or dependent ceases to be covered, for reasons other than a voluntary waiver of that coverage, the Employee becomes eligible for family coverage under the terms and conditions applicable to other County employees. The spouse or dependent shall be covered under the family coverage as of the date the Employer is notified of the loss of coverage, and the Employer shall waive the pre-existing condition exclusion for any medical condition of the spouse or dependent that was covered under the prior, lost coverage. It is the duty of the Employee to notify Management of any loss of coverage.

Section 33.3. The Employer shall offer a plan of disability-income insurance to Employees, through payroll deduction at the Employees' cost

ARTICLE 34
MILEAGE AND TRAVEL REIMBURSEMENT

Section 34.1. In accordance with the travel reimbursement policy adopted by the Board of County Commissioners, Employees shall be reimbursed for actual miles traveled in the Employee's personal vehicle on official business at the rate of $.30 per mile for the use of privately owned automobiles, or at such higher rate as (1) the Board of County Commissioners may adopt as part of such policy, or (2) as the State of Ohio adopts for mileage compensation for employees of the Ohio Department of Job and Family Services, or (3) the rate contained in a collective bargaining agreement for another bargaining unit that was approved by the Butler County Board of Commissioners, whichever is higher. Travel between the Employee's home and work site is not generally reimbursable. Employees required to travel in their personal vehicles on a trip commencing before or after regularly scheduled work hours shall be reimbursed for mileage from the Employee's home or from the agency, whichever is less, to the approved destination and for the return trip. The mileage reimbursement shall be paid to the Employee through warrant of the County Auditor, provided, however, that upon the Auditor's determination that it is practicable to provide for direct deposit of mileage and expense reimbursements, the Employee may elect to have such reimbursements directly deposited into his or her account, subject to procedures adopted by the Auditor's Office.

Section 34.2. Employees are not eligible for mileage reimbursement and may not drive private vehicles on official business unless the Employee possesses a valid operator's permit for the vehicle driven and the Employee carries motor-vehicle liability insurance pursuant to Ohio law. Employees must use safety belts provided at all times when driving or riding in a vehicle on official business.

Section 34.3. When two (2) or more Employees are required to travel together in a personal vehicle, only one (1) Employee shall be eligible for mileage reimbursement pursuant to this Article.

Section 34.4. Employees required to use commercial travel in the performance of official duties shall, with the prior approval of the Employer, be reimbursed for the cost of travel at the lowest available rate.

Section 34.5. Employees shall be entitled to other travel and expense reimbursement provided pursuant to the policy adopted by the Board of County Commissioners.

ARTICLE 35
COPIES OF AGREEMENT

Section 35.1. This Agreement will be made available and distributed to employees by the County electronically in PDF format. Each Employee and newly hired Employees after completion of their probationary period shall be provided with a copy.

Section 35.2. The Union, AFSCME Ohio Council 8, shall be given up to ten (10) copies.

ARTICLE 36
EMERGENCY EVACUATION PROCEDURE

Section 36.1. The Employer shall, in consultation with the appropriate safety authorities, establish properly planned emergency evacuation routes and procedures at all of its locations. Once established, notice of said routes and procedures shall be permanently and conspicuously posted at each location, and appropriate emergency exit signs and arrows shall be erected. Emergency procedure drills shall be conducted.

ARTICLE 37
SMOKING POLICY

Section 37.1. As provided under Ohio law, smoking is banned inside any building, including the parking garage, and immediately outside any points of ingress or egress to the building, as well as any ventilation or air intake area.

ARTICLE 38
WEATHER EMERGENCIES

Section 38.1. In the event a weather emergency is declared by the Governor or the Board of County Commissioners, Employees shall be compensated for the number of hours for which they were scheduled to work during the emergency period but did not work by reason of such weather emergency.

Section 38.2. Employees not scheduled to work during the emergency because of scheduled vacation or compensatory time off or continuing sick leave shall be charged for the leave regardless of the declared emergency. If, however, the vacation, compensatory time off, or sick leave ends prior to the end of the declared emergency, no leave shall be charged for such remainder.

Section 38.3. An Employee who is absent, tardy, or who leaves work early with the Employer's permission on days when severe weather conditions interfere with travel but when no weather emergency has been declared by the Governor or the Board of County Commissioners, shall receive no pay for work missed. With the approval of the Employer, the Employee may account for the time absent because of inclement weather by working an equivalent time in addition to his or her regularly scheduled work hours that day or by charging such time to the Employee's vacation leave or compensatory time balance; otherwise, the Employee shall be assessed leave without pay for the hours missed. Nothing in this section shall be construed to require the Employer to keep the work facility open beyond normally scheduled hours or to otherwise permit the Employee to work make-up hours where not reasonably consistent with the Employer's normal work operations.

Section 38.4. Employees shall not charge sick leave for absences due to inclement weather

Section 38.5. In the event that the Board of County Commissioners or its Administrator dismisses other Commission employees because of inclement weather, Employees in this Department shall be released also, with no loss of pay.

ARTICLE 39
EMPLOYEE ASSISTANCE PROGRAM

Section 39.1. The parties agree to maintain the Employee Assistance Program adopted through the EAP Steering Committee and as approved by the Director.

ARTICLE 40
CALL-OUT PAY AND REPORTING PAY

Section 40.1. Call-out time shall be defined as work assigned by the Employer performed at a time disconnected from the Employee's normal hours of work. An Employee who works call-out time shall be paid for actual hours worked at the applicable rate; provided, however, that in the event the Employee is required to respond in person at another location, the Employee shall receive no less than the equivalent of four (4) hours straight-time pay at the Employee's regular rate.

Section 40.2. Employees shall not be entitled to a separate, four-hour guarantee of call-out pay for calls received during the four-hour period following the first call.

ARTICLE 41
STEP INCREASE

Section 41.1. Employees shall be eligible for step increases in accordance with current pay ranges and pay steps, as provided in Schedule 1. **[THIS PROVISION IS FROZEN THROUGH AUGUST, 30, 2012, SUBJECT TO THE REOPENER, AS MORE FULLY DESCRIBED IN ARTICLE 43, WAGES]**

Section 41.2. Employees shall be eligible to be considered for step increases:

(a) At the successful conclusion of their initial or promotional probationary periods; and

(b) On the anniversary date of initial employment with the Employer.

Section 41.3. Notwithstanding the provisions of Section 41.2, an Employee who has been promoted shall thereafter be eligible to be considered for step increases on the anniversary date of the Employee's promotion rather than the date of initial hire. This provision does not apply to lateral transfers or demotions.

Section 41.4. Notwithstanding the provisions of Section 41.2, no Employee shall receive an annual step increase if the Employee has received an unsatisfactory rating in his or her most recent performance evaluation (excluding promotional probationary evaluations), as certified by the Director

Section 41.5. No step increase shall be denied on the basis of a performance evaluation not completed within the time limit provided in Article 13.

Section 41.6. Notwithstanding the nonappealability of performance evaluations through the grievance and arbitration procedure under Articles 13, 14, and 15 of this Agreement, an Employee may appeal, through said grievance and arbitration procedure, any performance evaluation with the overall rating of "unsatisfactory" the effect of which is to deny the Employee a step increase under this Article. In any grievance or arbitration proceeding pursuant to this Section, the burden shall be on the Union and the Employee to prove that the evaluation rating was an abuse of discretion or arbitrary or capricious.

ARTICLE 42
WAGES

Section 42.1. Effective upon ratification, bargaining unit employees' rate of pay set forth in Schedule 1, attached, shall remain frozen through August 30, 2012.

In the event that the Board of County Commissioners grants an across the board increase or lump sum bonus or step increases for non-bargaining unit employees of the Department of Job and Family Services during the period of this wage freeze, Employees covered by this Agreement shall receive an increase in the same percentage and at the same time under the same conditions as the non-bargaining unit employees. Individual wage adjustments or salary equalizations shall not be considered an across the board increase. The Employer shall notify the Union President of any qualified across the board increase for non-bargaining unit employees.

Section 42.2. Either party may reopen Articles 42 (Steps) and Article 43 (Wages) for the purpose of negotiating wages and steps only for contract year 2012-2013. If the parties do not agree to the wage rates, the parties shall follow the statutory impasse procedure on the issue of wages, including steps, only. Any agreement on wages and/or steps shall be included as an Appendix to this Agreement.

Section 42.3. Effective upon ratification of this Agreement, the pay ranges shall be as set forth in Schedule 2, attached hereto.

Section 42.4. In the event that cuts in state and federal funding during the term of this Agreement are of sufficient magnitude that the Employer is unable to implement the wage rates under this Article and maintain existing benefit and staff levels, the Employer may reopen the provisions of this Article for renegotiation, together with consideration of needed layoffs, upon notice to the Union. In the event of such a reopener, the statutory dispute resolution procedure shall govern the negotiations.

ARTICLE 43
DURATION AND TERMINATION

Section 43.1. This Agreement shall become effective upon ratification, and shall continue in effect until August 30, 2013.

Section 43.2. Thereafter, the Agreement shall remain in full force and effect from year to year unless either party, in writing, shall notify the other at least sixty (60) days prior to the expiration of the

term or any extended term of this Agreement, of any intention to make changes in or terminate the Agreement.

OHIO COUNCIL 8, LOCAL 3062, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

John Johnson
Staff Representative

Charity Sizemore
President, Local 3062

Kelly Suit
Vice President, Local 3062

Lisa Sullivan
Bargaining Team Member

Judy Garrett
Bargaining Team Member

Dave Raudebush
Bargaining Team Member

Sylvia Johnson
Bargaining Team Member

BUTLER COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

Bruce E. Jewett
Director

Jerome Kearns
Assistant Director

Lana Benton
Human Resources Manager

Barbara Fabelo
Chief Financial Officer

Joyce Chesnut
Division Director/Program Eligibility

Steward Leonard
Day Care/Accounts Payable Manager

Kelly Babcock
Labor Consultant

APPENDIX 1
CLASSIFICATION SERIES

CLASSIFICATION TITLE	PAY RANGE
Fun Zone Day Care Provider	1
Clerical Specialist 3	17
Clerical Specialist 2	5
Clerical Specialist 1	3
Mail Clerk/Messenger	15
Account Clerk 1	17
Investigator 2	29
Investigator 1	19
Eligibility/Referral Specialist 2	25
Unit Support Worker 2	13
Training and Employment Coordinator (with degree)	27
Training and Employment Coordinator (no degree)	25
Social Worker 2	33
Social Worker 1 (with degree)	27
Social Worker 1 (non-degree)	23
Contract Evaluator	32
Contract Assistant	28
Bookkeeper II	see separate pay range
Bookkeeper I	see separate pay range
One-Stop Clerical	see separate pay range

SCHEDULE 1 – PAY STEPS
(EMPLOYEES HIRED PRIOR TO RATIFICATION)

Pay Grade	Classification	Step	Probationary 1	Pay Steps 2	3	4	5	6	7	8
1		Hourly $	$11.61	$11.95	$12 32	$12 73	$13.14			
		Biweekly $	$926.80	$956 00	$985 00	$1.018 40	$1.051.20			
		Annual $	$24,148.80	$24,056 00	$25,625.69	$26,478.40	$27,331.20			
3	Clerical Specialist 1	Hourly $	$11.95	$12 33	$12.73	$13 15	$13.63			
		Biweekly $	$956 00	$966.40	$1,018.40	$1,052.00	$1,090.40			
		Annual $	$24,856 00	$25,646 40	$26,478 40	$27,352.00	$28,350.40			
5	Clerical Specialist 2	Hourly $	$12.12	$12.48	$12.92	$13.36	$13.81			
		Biweekly $	$969.60	$998.40	$1,033.60	$1,066.80	$1,104 80			
		Annual $	$25,209.60	$25,958.40	$26,873 60	$27,788 80	$26,724.80			
7		Hourly $	$12.51	$12.95	$13.38	$13.86	$14.31			
		Biweekly $	$1,000 80	$1,036 00	$1,070.40	$1,106 80	$1,144 80			
		Annual $	$26,020.80	$25,936 00	$27,830 40	$28,828.80	$29,764.80			
9	Unit Support Worker 1	Hourly $	$12 73	$13.14	$13.57	$14.06	$14.51			
		Biweekly $	$1,018.40	$1,051.20	$1,085.60	$1,124.80	$1,160.80			
		Annual $	$26,476 40	$27,331.20	$28,225 60	$29,244.80	$30,180.80			
13	Unit Support Worker 2	Hourly $	$13.15	$13.63	$14.09	$14.55	$14 91			
		Biweekly $	$1,052 00	$1,090.40	$1,127.20	$1.164.00	$1,192 80			
		Annual $	$27,352.00	$28,350.40	$29,307.20	$30.264 00	$31,012.80			
15	Mail Clerk/Messenger	Hourly $	$13 24	$13.63	$14 04	$14.45	$14.92			
		Biweekly $	$1,059.20	$1,090.40	$1,123 20	$1,156.00	$1,193.60			
		Annual $	$27,539.20	$28,350.40	$29,203.20	$30,056.00	$31,033.60			
17	Account Clerk 1 Clerical Specialist 3	Hourly $	$13.38	$13.86	$14.31	$14.79	$15.19	$15.68		
		Biweekly $	$1,070.40	$1,108.80	$1,144 80	$1.183.20	$1,215.20	$1,254.40		
		Annual $	$27,830.40	$28,828.80	$29,764.80	$30,763.20	$31,595.20	$32,614.40		
19	Investigator	Hourly $	$13.63	$14.13	$14 57	$15 04	$15 49	$15.93		
		Biweekly $	$1,090.40	$1,130.40	$1,165.60	$1,203.20	$1,239.20	$1,274 40		
		Annual $	$28,350 40	$29,390.40	$30,305 60	$31,283.20	$32,219 20	$33,134.40		
20	One Stop Clerical	Hourly $	$13.74	$14.17	$14.60	$15.06	$15.52	$16.00	$16.48	$17.00
		Biweekly $	$1,099.20	$1,133.60	$1,168.00	$1,204.80	$1,241.60	$1,280.00	$1,318.40	$1,360.00
		Annual $	$28,579.20	$29,473 60	$30,368.00	$31,324.80	$32,281.60	$33,280.00	$34,278 40	$35,360.00
25	Elig./Referral Spec. 2 Training & Empl Coord. (nd) Social Worker 1 (nd)	Hourly $	$15.17	$15.66	$16.12	$16 63	$17 26	$17.97	$18.66	
		Biweekly $	$1,213.60	$1,252 80	$1,289 60	$1.330 40	$1,380.80	$1,437.60	$1,492.80	
		Annual $	$31,553.60	$32,572.80	$33,529 60	$34.590.40	$35,900.80	$37,377.00	$38,812.80	
26	Bookkeeper I	Hourly $	$15.42	$15.91	$16.43	$16 98	$17.54	$18.10	$18.69	$19.33
		Biweekly $	$1,233.60	$1,272.80	$1,314.40	$1,358.40	$1,403.20	$1,448.00	$1,495.20	$1,546.40
		Annual $	$32,073.60	$33,092 80	$34,174.40	$35,318.40	$36,483.20	$37,648.00	$38,875.20	$40,206.40
27	Social Worker 1 (degree) Trng. & Emplmt. Coord. (d)	Hourly $	$16.39	$16.76	$17 14	$17 53	$17.92	$18.32	$18.73	
		Biweekly $	$1,311.20	$1,340 80	$1,371 20	$1.402 40	$1,433.60	$1,465 60	$1,498.40	
		Annual $	$34,091.20	$34,860.80	$35,651.20	$36,462.40	$36,273.80	$36,105 60	$38,958.40	
28	Contract Assistant	Hourly $	$15.90	$16.43	$17 00	$17 55	$18.14	$18.75	$19.38	$20.02
		Biweekly $	$1,272.00	$1,314.40	$1,360 00	$1,404 00	$1,451.20	$1,500.00	$1,550.40	$1,601.60
		Annual $	$33,072.00	$34,174.40	$35,360 00	$36,504 00	$37,731 00	$39,000 00	$40,310.40	$41,641.60
28A	Bookkeeper II	Hourly $	$16.37	$16.90	$17 44	$18 03	$18 62	$19 22	$19.86	$20.51
		Biweekly $	$1,309.60	$1,352.00	$1,395 20	$1,442 40	$1,489.60	$1,537.60	$1,588.80	$1,640.80
		Annual $	$34,049.60	$35,152 00	$36,275.20	$37,502.40	$38,729.60	$39,977.60	$41,308 80	$42,660 80
29	Investigator 2	Hourly $	$16.70	$17 16	$17.53	$18 05	$18 46	$18.98	$19.61	
		Biweekly $	$1 336 00	$1,372 80	$1 402 40	$1 444 00	$1 476 80	$1 518 40	$1,568 80	
		Annual $	$34,736 00	$35,692 80	$36,462.40	$37,544.00	$38,396.80	$38,478.40	$40,788 80	
32	Contract Evaluator	Hourly $	$17 23	$17 75	$18 46	$19 18	$19 94	$20 74	$21.56	$22 40
		Biweekly $	$1,386 40	$1,420 00	$1,476.80	$1,534 40	$1 595 20	$1 659 20	$1 724 80	$1 792 00
		Annual $	$36,046 40	$36,920 00	$38,396 80	$39,894 40	$41,475 20	$43,139 20	$44,644.80	$46,592 00
33	Social Services Worker 2	Hourly $	$18.00	$18.64	$19.31	$20.01	$20.73	$21.49	$22 26	
		Biweekly $	$1,440 00	$1,491 20	$1,544.80	$1,600 80	$1,658 40	$1,719 20	$1,780 80	
		Annual $	$37,440.00	$38,771.20	$40,164 80	$41,620 80	$43 118 40	$44,699 20	$46,300.80	
	(Bi-lingual Add 8%)									

SCHEDULE 1 – LONGEVITY
(EMPLOYEES HIRED PRIOR TO NOVEMBER 30, 1992)

RANGE	RATE
1	$1.09
3	$1.12
5	$1.15
7	$1.17
9	$1.20
13	$1.23
15	$1.26
17	$1.26
19	$1.29
25	$1.42
27	$1.54
29	$1.58
32	$1.62
33	$1.66

SCHEDULE 2 – PAY RANGES
(EMPLOYEES HIRED AFTER RATIFICATION)

RANGE	MIN.	MAX.
3	12.33	13.63
5	12.48	13.81
9	13.14	14.51
13	13.63	14.91
15	13.63	14.92
17	13.66	15.68
19	14.13	15.93
20	14.17	17.00
25	15.66	18.66
26	15.91	19.33
27	16.76	18.73
28	16.43	20.02
28A	16.90	20.51
29	17.16	19.61
31	18.17	22.01
32	17.75	22.40
33	18.64	22.26

LETTER OF AGREEMENT
between

THE BUTLER COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

and

THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, OHIO COUNCIL 8 AND LOCAL 3062, AFL-CIO

The Butler County Department of Job and Family Services (hereinafter referred to as "the Employer") and the American Federation of State, County and Municipal Employees, Ohio Council 8 and its Local 3062 (hereinafter referred to as "the Union"), and collectively referred to as "the Parties," hereby agree to the following Letter of Agreement ("LOA") which shall be an understanding as to the issue of **vacation accrual rates due to the reduction in hours from a regularly scheduled workweek of forty (40) hours to thirty-eight (38) hours**. The Parties have used this LOA to promote amicable relations between the Employer and bargaining unit employees represented by the Union. The provisions of this LOA are intended for clarification of the issue of how vacation leave will be accrued during the reduced hours, and the Parties agree that this LOA, and the provisions contained herein.

The Employer and the Union agree to the following provisions:

> Beginning the first full pay period following ratification of this Agreement by both parties through August 30, 2013, and so long as bargaining unit employees' regularly scheduled hours are reduced to thirty-eight (38) per week, bargaining unit employees shall accrue vacation leave at the bi-weekly rate set out in Article 28, Section 4, based upon an eighty (80) hour rate. In any bi-weekly pay period in which a full-time employee is not in active pay status for seventy-six (76) hours, he or she shall accrue vacation at a pro-rata rate. In the event bargaining unit employees regularly scheduled workweek is returned to forty (40) hours, this Letter shall expire and the parties shall revert to the original contract language in Article 28.

Resolution No. 10-08-1309
Resolved By the Board of County Commissioners of Butler County, Ohio, That

The Collective Bargaining Agreement between the Butler County Department of Job and Family Services and American Federation of State, County and Municipal Employees, AFL-CIO, Ohio Council 8, Local 3062, for bargaining unit employees of the Butler County Department of Job and Family Services effective upon ratification through August 30, 2013 is hereby ratified.

Resolution No. 10-08-1309

Requestor : Lana Rogers
Request Date: August 17, 2010

Commissioner Dixon moved for the adoption of the foregoing resolution. Commissioner Furmon seconded the motion and upon call of the roll the vote resulted as follows:

Commissioner Jolivette	Yea
Commissioner Furmon	Yea
Commissioner Dixon	Yea

Adopted: August 30, 2010

Attest: Dora K. Butler, clerk