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AGREEMENT

between

**BUTLER COUNTY BOARD OF COMMISSIONERS, DEPARTMENT OF JOB &
FAMILY SERVICES, DIVISION OF CHILDREN SERVICES**

and

**BUTLER COUNTY CHILDREN
SERVICES INDEPENDENT UNION**

February 12, 2011 through June 30, 2013

SERB Case No. 2010-MED-10-1624

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Approved by the Butler County Board of Commissioners

Charles R. Furmon, President
Cindy Carpenter, Vice President
Donald L. Dixon, Commissioner

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AGREEMENT

AGREEMENT made and entered into this 12th day of February, 2011, by and between **THE BUTLER COUNTY BOARD OF COMMISSIONERS, DEPARTMENT OF JOB AND FAMILY SERVICES, DIVISION OF CHILDREN SERVICES** (hereinafter called "Employer" or "Management") and **THE BUTLER COUNTY CHILDREN SERVICES INDEPENDENT UNION**, (hereinafter referred to as the "Union" or "BCCSIU") 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 recognized the Union as the collective bargaining representative for the Employees covered by this Agreement as hereinafter provided; and

WHEREAS, 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 Butler County Children Services Independent Union as the sole and exclusive collective bargaining representative of the bargaining unit certified by the State Employment Relations Board in Case No. 07-REP-09-0130 as follows:

Included: All full-time and regular part-time employees of the Butler County Children Services, including the following positions: Financial Specialist, Telephone Operator/Receptionist, Lead Custodian, Custodian, Family Resource Specialist, Social Services Worker 2, Social Services Worker 3, Social Services Worker 4, Financial Mentor, Administrative Assistant, and Secretary 1.

Excluded: All management-level employees, confidential employees and supervisors as defined in the Act, including: Social Services Supervisor, Accounts Receivable Supervisor, Accounts Payable Supervisor, Executive Director of the Butler County Children Services, Deputy Director, Administrative Secretary (confidential), Director of Quality Assurance, Financial Director, Administrative Assistant - Financial (confidential), Program Administrator, Human Resources Director, Human Resources Coordinator (management-level), Data/Computer Technician, (confidential), Director of Training and Education, Community and Public Affairs Director, Resources/Contracts Coordinator, Screening Coordinator, Specialized Placement Coordinator, Operations Director, and Staff Attorney.

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 1, 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 non-employee 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 in the Hamilton office, the Middletown office, and the Family Connections facility. These bulletin boards shall be used for the purpose of posting proper Union notices. The parties shall agree to the actual locations of the boards in the 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. No 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 or attorney who will act as representative for the Union; and
- (b) The names, addresses, and positions held by the Union 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 non-employee) 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 Executive Director. The Union further agrees not to conduct Union business during normal working hours except to the extent authorized by the Agreement or with the express, prior approval of the Executive Director or his or her designee.
- (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 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. A steward or the Union President may be permitted reasonable leave with pay, for such duration as the Employer may authorize, to investigate and process grievances during working hours only if such investigation is not possible during off-duty time, and if the steward or Union President obtains the express, prior permission of the Employer in accordance with the following procedure. The steward or Union President shall request permission from his or her immediate supervisor, explaining the reason why it is not possible to investigate or process the grievance during non-duty time. The supervisor shall then contact the supervisor of the employee with whom the steward or Union President wishes to speak (if different) to obtain that supervisor's approval, and shall obtain the approval of the Executive Director or Human Resources Director before the steward or Union President commences to investigate or process grievances during working hours.

Section 2.8. The Union shall select up to a total of five (5) Employees to serve as negotiating committee representatives.

Section 2.9. Employees who are Union officers or stewards who request in advance vacation leave, compensatory time off, flexible work schedules, or unpaid leave to attend Union conventions or Union-sponsored training shall be given the special priority for approval of such leave, and the leave request shall not be denied unless it poses an undue burden on the Employer's operations. Further, the Employer agrees that Union officers and stewards may use up to ten (10) days of unpaid leave each year, measured on an aggregate basis, in which the Employees will be maintained on pay status provided that the Union agrees to reimburse the Employer for the cost of wages, PERS contributions by the Employer and the Employee, and the cost of any other tax or benefit that is assessed as a percentage of the Employee's wages.

Section 2.10. Notwithstanding any other provision of Ohio law, including Section 9.84 of the Revised Code, an Employee entitled to representation in any investigation, meeting, hearing, or proceeding under the collective bargaining agreement shall be entitled to Union representation but not any other counsel or representative not authorized by the Union. This limitation on outside counsel or representation does not apply to administrative hearings or court proceedings outside of the collective bargaining agreement.

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 Union treasurer, and the Union shall notify the Employer of the name and address of the treasurer. 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 bi-weekly. 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 the 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; and
- (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 the thirty (30) to forty-five (45) day period prior to the expiration of the collective bargaining agreement 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 the termination of any current collective bargaining agreement, whichever is later.

Section 3.4. 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, and shall also provide notice when the newly hired Employees have successfully completed probation.

Section 3.5. The BCCSIU will be permitted to have the Union President or other union officer briefly address newly hired employees during group orientation sessions on the benefits of union membership. Employee presence during this portion of the orientation session is voluntary.

Section 3.6. The Union agrees that it will indemnify and hold the Employer harmless from recovery of damages and expenses sustained by reason of any action taken under this Article.

Section 3.7. Paychecks are issued bi-weekly for a fourteen (14) day period. Paychecks shall to the extent practicable be distributed before noon on payday.

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 service, its overall budget, including wages, utilization of technology, sub-contracting, and organizational structure;
- (b) to direct, supervise, assign, reassign, schedule, evaluate, hire, reward, discipline, suspend, demote, discharge, reprimand, lay-off, 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 work force, 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; and
- (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 list 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 for 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 higher rate of pay, such transfer or reassignment shall not be considered to be 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 that 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 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. 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 work, 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 Union officers and representatives, of its disapproval of such action and instruct such Employees to cease action and return to work immediately; and
- (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 the 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 procedures of this Agreement, for a violation of his or her obligations under this Article.

Section 7.6. Nothing contained herein shall preclude the Union or 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 otherwise agree, 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, national origin, sex, age, veteran status or physical or mental 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 nonmembership 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 known 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 accommodations.

Section 9.5. The parties understand that sexual harassment within the meaning of federal and state law is a form of discrimination prohibited by Section 1 of this Article. Both Butler County and Children Services policies prohibit harassment based on sex or the other characteristics listed in Section 1 and provide a complaint procedure for such issues. As provided in the agency's policy on sexual and other illegal harassment, if an Employee has reported inappropriate conduct that violates this policy to a supervisor, manager, or official, and that person has not responded in a timely and effective manner, then the Employee is directed to contact the Butler County Personnel Department.

ARTICLE 10 **TEMPORARY REASSIGNMENTS**

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 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 five percent (5%) increase over the Employee's prior rate of pay, whichever is higher.

Section 10.2. After completion of the three (3) 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- (3-) day period provided in Sections 1 and 2 shall commence when the Employee is directed in writing by his or her department head to assume the duties of the higher classification. Any Social Worker of a lower classification assigned to work on a weekend shift for a Social Services Worker 4 shall receive the temporary pay adjustment for all weekend hours worked in that assignment at the rate otherwise provided in this Article, notwithstanding the three- (3) day requirement provided in this Article.

Section 10.4. An Employee will be considered to perform the duties of a higher classification when he or she performs substantially all of the duties of the 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 reassignments 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 1 of this Article.

ARTICLE 11

PROBATIONARY EMPLOYEES

Section 11.1. Newly hired Employees shall be considered probationary for a period not to exceed two hundred seventy (270) 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 procedures of this Agreement.

Section 11.3. All promotions within the unit described in this Agreement shall be probationary for a period not to exceed one hundred eighty (180) calendar days. Prior to the expiration of the promotional probationary period, the Employer may demote the probationary employee to the position and the rate of pay from which he or she was promoted, and such demotion shall not be subject to the grievance and arbitration procedures of this Agreement. 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. In the event that his or her prior position has been awarded and accepted, the following procedure will apply. If there is a vacant position within the prior classification of the Employee taking a voluntary demotion, the demoting Employee may apply for the open position, and must compete for the position among the other applicants, including

Employees seeking reassignment within their current classification. If the Employee is not awarded the vacant position or does not accept the position, he or she may choose to remain in the promotional position, subject to successfully completing the probationary period. If the Employee does not choose to remain in the promotional classification and is not successful in applying for a vacant position, then he or she will be deemed to have resigned from employment. If on the other hand there is no vacant position within the prior classification of the Employee taking a voluntary demotion, there is no position to demote to. In that case, the demoting Employee may choose to remain in the promotional position, subject to successfully completing the probationary period, but in no case may the voluntarily demoting Employee displace another Employee. In this event as well, the Employee will be deemed to have resigned from employment.

Section 11.4. Any paid or unpaid leave of absence of twenty (20) or more days, in the aggregate, shall cause the probationary period to be extended by the number of days of leave. The sole exception to this is any military leave of absence, where federal or state law prohibit such extensions.

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 the arbitration procedures of this Agreement shall be applicable. In the event of a written reprimand, the Employee may request a meeting with the Administrator of the Employee's unit or section within ten (10) calendar days of its issuance to discuss the reprimand; provided, that, if the Administrator issued the reprimand, the Employee may request a meeting with the Executive Director or his or her designee. Following this meeting, the Administrator (or Executive Director or designee) may retain, modify, or remove the reprimand.

Section 12.3. With respect to all written disciplinary matters, the Employer will notify the Employee, in writing, within a reasonable period of time of any discharge, reduction, suspension, or written reprimand. 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 predisciplinary, grievance, or arbitration hearing. If the Employee or the Union desires to contest a suspension, reduction, or discharge, either the Employee or the Union shall file a grievance within ten (10) 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 3 of the grievance procedure. An Employee may submit for inclusion in his or her personnel file a written rebuttal regarding any written reprimand.

Section 12.4.

- (a) For the purposes of this Article only and any grievance or arbitration proceeding relating to disciplinary action, records of prior disciplinary action against the

Employee in question shall not be admissible in any predisciplinary hearing or grievance or arbitration proceeding after the time periods stated below, unless (1) the Employee or Union argue the Employee's good work record for the time period preceding these limits, or (2) the Employer has imposed further discipline during the specified period.

- (b) The periods of admissibility are:
 - (1) Verbal and written reprimands, or suspensions of two (2) days or less – eighteen (18) months (defined as 548 days).
 - (2) Suspensions of more than two (2) days, disciplinary demotions or reductions, or other disciplinary action – three (3) years.
- (c) The admissibility restrictions of this Section shall not apply to any record of discipline for theft; falsification of records; destruction of Employer equipment, property, or records; or mistreatment or neglect of clients or family members, members of the public, or other employees (where such abuse or neglect has resulted in more than a verbal or written reprimand).

Section 12.5. 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 Executive Director or his or her designee shall conduct this pre-disciplinary hearing. The Executive Director's designee may not be someone who witnessed the offense in question or was involved with the disciplinary investigation, or an administrator or manager in the Employee's direct chain-of-command. Before the hearing, in order to minimize any perception of prejudice 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 must submit a written objection to the appointment of the hearing officer to the Human Resources Director, together with evidence of the claimed violation. At that point, the Executive Director may conduct the hearing personally or 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 Executive Director, with the understanding that the Executive Director remains free to consult with counsel or other managers before issuing a final decision. The notice of the date, time, and location of the hearing, together with the charges to be considered, shall be served upon the Employee no later than seventy-two (72) hours before the hearing. If, in the Employer's judgment, the presence of the Employee pending the outcome of the pre-disciplinary hearing might create disturbance or disruption in the workplace, the Employer may place the Employee on suspension pending the outcome of the hearing. Any such pre-hearing suspension shall be with pay unless there has been an independent finding of probable cause, such as an indictment or arrest followed by a court determination of probable cause. Upon request of the Employee or the Union representative, the Employer shall provide a copy of all written materials to be used as

evidence in the hearing to the Employee or representative no less than forty-eight (48) hours prior to the beginning of the hearing.

Section 12.6. If an Employee is notified of a pre-disciplinary hearing or called in for a meeting that may lead to disciplinary action against the Employee, the Employee may, at his or her option, be accompanied by a Union representative. At the point at which the supervisor or other management representative determines that an Employee is the target of probable disciplinary action, the Employer shall notify the Employee of the possibility of disciplinary action before commencing or continuing with an interview of the Employee who is the target of the investigation. The parties expressly agree that the obligation to provide this notification is not triggered until the Employer determines that disciplinary action against the Employee is probable, and that the Employer may conduct initial fact-finding discussions with the Employee regarding complaints or charges without providing such notification. If the Employee who is the target of a disciplinary investigation requests Union representation, the Employer shall suspend further discussions with that Employee until the presence of a Union steward or official can be secured. If an Employee elects not to be accompanied by a Union representative, he or she must sign a written waiver of representation, with a copy of the waiver provided to the Union. An Employee electing to proceed without Union representation is not entitled to other representation, by counsel or otherwise.

Section 12.7. Upon request of the Employer, an Employee who has been absent from work for a scheduled shift (other than vacation or an approved leave of absence, which are covered by other Articles herein) must furnish proof satisfactory to the Employer justifying the reason for the absence or be subject to disciplinary action.

Section 12.8. 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 12.9. The Executive Director shall submit his or her recommendation for a suspension or discharge of an Employee for approval by the Board of County Commissioners in accordance with Ohio law.

Section 12.10. Managers who are responsible for quality assurance, family support services, or who serve as an agency ombudsman shall have no authority to issue disciplinary action to any Employee except for one under his or her direct supervision. Further, while managers who perform these functions may share with the Executive Director or the Human Resources Department any information or concerns regarding Employee performance that may have arisen in the course of performing his or her duties, he or she shall have no authority to recommend disciplinary action or specific amounts of such discipline under the provisions of this section.

ARTICLE 13 **PERFORMANCE EVALUATION**

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

- (a) Probationary Employees – three times during the initial probationary period, once after the first three months, the second time after six months, and again during the final month of the probationary period. The evaluation completed at the three-month point may have portions that are not applicable because of the inability to observe the Employee in field conditions. For promotional probationary Employees, the evaluations shall be given after the first three months and again at the end of the probationary period.
- (b) Permanent Employees – once annually, within one month of 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.

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. Further, the performance evaluation of an Employee on a paid or unpaid leave of absence shall not be due for completion until one (1) month after the Employee’s return to work from the leave of absence.

Section 13.3.

- (a) An Employee may review with the Executive Director (or his or her designee) and the evaluating supervisor an overall unsatisfactory evaluation. In the case of an unsatisfactory rating in a particular category, the Employee may meet with the Administrator of the Employee’s section to discuss concerns relating to the rating. An Employee may submit a written response to any evaluation for inclusion in his or her personnel file.
- (b) In the case of any overall unsatisfactory evaluation (other than for a probationary period where the Employee has been determined not to have successfully completed probation), the Employer agrees to develop a performance action plan to address the deficiencies and to re-evaluate the Employee within a period of three (3) to six (6) months after the evaluation in order to determine if the Employee’s performance has improved.

Section 13.4. 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.

Section 13.5. In the event that a scheduled performance evaluation is delayed as a result of the supervisor’s failure to complete it in a timely manner, and a step increase is delayed thereby, the Employer shall grant the step increase retroactive to the Employee’s anniversary date. This provision does not apply to performance evaluations delayed by reason of the Employee’s absence on leave.

Section 13.6. Employees are required to sign the performance evaluation form to indicate review and receipt of the evaluation. The form shall also contain a space for Employee comments above his or her signature. The form shall contain the legend, above the Employee’s signature: “My

signature indicates that I have received and reviewed the evaluation, but do not necessarily agree with its contents.” An Employee’s refusal to sign the evaluation may be subject to disciplinary action for insubordination.

Section 13.7. The Union president will have the right to appoint at least one Employee to serve on any committee or team of bargaining-unit Employees that the Employer creates to participate in the revision of the evaluation form.

Section 13.8. As provided in Article XL, Section 4(a) of this Agreement, an Employee who receives an overall unsatisfactory rating on his or her most recent performance evaluation is not eligible for a step increase on the anniversary date. In that case, the Employer may conduct a special evaluation three (3) and, if necessary, six (6) months later, and if the Employee then receives at least a satisfactory rating, the Employee shall then receive a step increase if otherwise eligible.

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 arbitration 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 on which 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 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 Union representative be present during this discussion. During the discussion of the issue, which may take place in more than one meeting, the Employee or Union representative must specifically inform the supervisor that this is the Informal Step of a grievance, or this step has not been complied with.

Step 1: Within a reasonable time, not to exceed ten (10) 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 Employee's immediate supervisor. The Employer shall give its answer to the Employee or his or her Union representative within ten (10) calendar days after the presentation of the grievance in Step 1. Within this twenty (20) calendar day period, the Employee is encouraged to continue to seek to resolve the grievance on an informal basis.

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 administrator/department head, or his or her designee. The administrator/department head 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 3: If the grievance is not settled in Step 2, the grievance may, within ten (10) calendar days after the answer in Step 2, be presented in Step 3 in writing to the Executive Director, or his or her designee. At this time, representatives of the Union, including a representative of the Union, may be in attendance at a meeting where, if both parties agree, witnesses and evidence may be presented which may relate to the resolution of the grievance. A grievance so presented in Step 3 shall be answered by the Employer in writing within ten (10) calendar days of its presentation or the meeting at which it was heard, whichever is later.

Step 4: Within forty-five (45) calendar days of the Step 3 response, either party may commence arbitration by filing a written Demand for Arbitration, with a copy of the Demand served on the other party as provided in Article XV, Section 1; subject to the mediation step set forth in Section 11 of this Article.

Section 14.4. 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 6 of this Article, the grievance shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration procedures of this Agreement.

Section 14.5. 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.

Section 14.6. A time limit under this Article may be extended by the mutual agreement of both parties in writing.

Section 14.7. 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 3 of the grievance procedure.

Section 14.8. 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 14.9. An Employee serving in an initial probationary period shall not be entitled to use the grievance and arbitration procedure for any purpose.

Section 14.10. 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.

Section 14.11. Upon the request of either party, the parties may jointly agree to engage in mediation in an attempt to resolve the grievance prior to proceeding to arbitration. Any request for mediation must be served in writing to the Bureau of Mediation of the State Employment Relations Board, with a copy to the other party, within ten (10) calendar days of the Step 3 response, or this step is waived. Whether or not mediation is requested, the normal, forty-five (45) day time limit for invoking arbitration applies, unless the parties expressly agree, in writing, to extend this time period.

- (a) The mediation shall be conducted in Butler County facilities or at another location agreed by the parties. The grievant shall have the right to be present at the mediation conference. The Employer and the Union may each have no more than three (3) representatives as participants in the mediation effort. Persons representing the parties must be vested with full authority to resolve the issues being considered. The mediation session shall not exceed two (2) hours in length, unless the parties agree to an extension.
- (b) The parties agree that no offer or statement made in mediation, nor the fact of the mediation itself, may be referred to or offered into evidence in any subsequent hearing or proceeding of any kind, including but not limited to disciplinary, grievance, arbitration, or fact-finding hearings, without the consent of both parties.
- (c) In the event that SERB no longer offers grievance mediation services without charge to the parties, the parties agree to meet and bargain whether to continue with the pre-arbitration mediation step and, if so, under what arrangements.

ARTICLE 15 **ARBITRATION**

Section 15.1. A grievance as defined in Article XIV which has not been resolved thereunder may, within forty-five (45) calendar days after the completion of Step 3 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 procedures to challenge the reasonableness or appropriateness of the Employer's work rules, regulations, operating policies, or procedures that 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 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 procedures 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.

Section 16.4. The Employer shall prepare and serve on the Union position descriptions for positions within each classification in this bargaining unit within six months of the ratification of this Agreement. Any changes to position descriptions within any classification in this bargaining unit shall be served on the Union prior to implementation.

ARTICLE 17 **JOB AUDIT**

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

Section 17.2. Within thirty (30) working days of receipt of the information, the Human Resources Coordinator 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. 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.

Section 17.3. In any reduction of an Employee, other than a disciplinary reduction under Article XII, the Employee shall be assigned to the pay step in the new classification as follows:

- (a) The same, numbered pay step in the new classification as the Employee occupied in the classification from which he or she was demoted; or
- (b) The pay step that corresponds with the number of years the Employee has served with the Employer, if that step would be higher than the step assigned under Section 3(a) above; provided, however, the Employer shall not be required to recognize a year of service under this subsection for any year in which the Employee did not receive a step increase pursuant to Article XL, Section 4.

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 Butler County Children Services.

Seniority shall include service as a part-time, temporary, intermittent, casual, or seasonal employee only for time actually worked. Employee seniority is not affected by transitions of the agency from the Butler County Department of Human Services to an independent Children Services Board or to a division of the Butler County Department of Job and Family Services, provided that the Employee has maintained continuous service.

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 pregnancy-related leave, provided that the Employee returns to work immediately following the expiration of such leave of absence or pregnancy-related 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 eighteen (18) months;
- (e) fails to qualify for return from disability separation within eighteen (18) months (calculated as 548 days) after the expiration of the sick leave without pay; or
- (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 XIX, Section 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 Union President and post at the work facility 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 Union President during January of each succeeding calendar year of this Agreement. The Union or the Employee must notify the Executive 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 (30) day objection period in Section 4, the Employer shall provide the 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 organizational structure of the Employer. If it is determined that layoffs or job abolishments are necessary, Employees within the affected classifications and classification series will be laid off in the following order:

- (a) Temporary employees;
- (b) Intermittent and Seasonal Employees;
- (c) Contract individuals substantially performing work normally performed by employees in the classification(s) identified for layoff;
- (d) Probationary Employees;
- (e) Permanent part-time Employees who have completed their probationary periods;
and
- (f) 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 twenty-eight (28) 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 twenty-one (21) 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 are terminated without prior notification to the Employer, the Employee may be laid off effective immediately upon receipt of notice under Section 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.

- (a) 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 and he or she remains presently qualified to perform the work. This procedure shall continue successively until the last Employee is the lowest classification in the classification series has been reached and, if necessary, laid off.
- (b) An Employee who displaces (bumps) into a lower classification shall be assigned to a pay range in the lower classification as follows:
 - (1) The same, numbered pay step in the new classification as the Employee occupied in the classification from which he or she was laid off or displaced (bumped); or
 - (2) The pay step that corresponds with the number of years the Employee has served with the Employer, if that step would be higher than the step assigned under Section 3(a) above; provided, however, the Employer shall not be required to recognize a year of service under this subsection for any year in which the Employee did not receive a step increase pursuant to Article XL, Section 4.

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 XXV 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 eighteen (18) months. 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 twenty-one (21) 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 twenty-one (21) 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. The Employer shall not make any temporary, intermittent, or seasonal appointment to any classification in which there is an active recall list without first offering such appointment to eligible Employees on the recall list for that classification.

Section 19.7. 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 19.8. An Employee or the Union may pursue through the grievance and arbitration procedures of this Agreement the application of or an alleged violation of this Article with regard to a particular layoff or job abolishment. 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.

ARTICLE 20

JOB POSTING AND PROMOTIONS

Section 20.1. When a vacancy occurs, the Employer shall post for seven (7) 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. This seven- (7-) day period shall be scheduled to cover portions of two (2) consecutive work weeks, and if the posting period includes the two-day Thanksgiving holiday, Christmas Eve and Christmas Day, or New Year's Eve and New Year's Day, the vacancy shall be posted for ten (10) calendar days instead. The Employer shall provide a copy of this posting to the Union President and the date the Employer expects to fill the position. No applications shall be accepted from Employees after the expiration of the posting period unless the Employer has re-posted the position with an extended application deadline.

Section 20.2. Employees who wish to be considered for the posted job must file a written application with the Employer by the end of the posting period.

Section 20.3. 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 in writing during the posting period of Section 1 of this Article; provided that the Employer is not required to select or give preference to Employees seeking

reassignment. The bidding procedure as described herein shall only apply to bargaining unit vacancies not filled by a reassignment within a classification.

Section 20.4. The applications timely filed will be reviewed by the Employer. The Employer shall make the selection for bargaining unit positions on the basis of skill, experience, education and training, performance, and the ability to perform the work in question. If, in the judgment of the Employer, the skill, experience, education and training, performance, 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 5 of this Article. The Employer shall post a notice of the person selected after the position has been filled. At any point in the selection process in which the Employer has determined that a currently employed applicant will not be further considered, the Employer shall notify the Employee-applicant of this decision in writing within a reasonable time of the decision, and this notice shall contain a statement that the Employee is welcome to discuss with the management officials who made the decision what steps, if any, the Employee might take in order to improve chances for selection or promotion for future positions. When deciding among finalist candidates for a position, the Employer shall endeavor to notify any currently employed applicant who is not selected of the decision prior to notifying the successful candidate whenever reasonably practicable. If an Employee not selected for a position is on leave of absence at the time of the decision, written notice will be sent to the Employee's home.

Section 20.5. The Union shall have recourse through the grievance and arbitration procedures 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 and capricious reasons.

Section 20.6. 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 X regarding temporary reassignments.

Section 20.7. The Employer shall post a biweekly update on the status of the selection process for vacant positions that have been posted but have not yet been filled.

Section 20.8. In accordance with current procedure, Employees in the classification of Social Services Worker 2 are eligible to be considered for promotion to Social Services Worker 3 after one year of satisfactory service with Children Services, except as otherwise provided in this contract. With respect to promotions from Social Services Worker 2 to Social Services Worker 3, if the supervisor's evaluation is not prepared within the time limits of Article XIII, the promotion shall be granted retroactive to the Employee's anniversary date if otherwise appropriate under the agency's procedures for promotion of Social Services Workers 2, subject to the same provisions set forth in Article XIII, Section 5 for late evaluations and step increases. If the supervisor is absent on leave, the administrator may complete the evaluation or the Employee and supervisor may agree to extend the time to complete the evaluation, provided that in the case of such an extension, if the supervisor ultimately recommends the promotion, the promotion will be retroactive to the anniversary date with back pay. With regard to promotion from Social Services Worker 2 to 3, unless the supervisor expressly recommends denial of the promotion, the promotion will automatically be deemed recommended, subject to the other requirements for promotion.

Section 20.9. 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 the rules of the Ohio Department of Administrative Services (ODAS) relative to transfers, promotions and the filling of vacant positions.

Section 20.10. An Employee is not eligible for promotion during an initial probationary period unless no other qualified, internal applicants have applied for the position within the posting period set forth in this Article.

ARTICLE 21 **HEALTH & SAFETY**

Section 21.1. It is the responsibility of the Employer to provide reasonably safe working conditions and to issue all necessary rules and procedures for Employee health and safety, in compliance with applicable requirements of federal and state law. It is also the Employer's responsibility to offer the training necessary to implement these safety rules and procedures and to enhance the safe performance of Employees' responsibilities. It is the duty of the Employees to become familiar with and to comply with all safety rules, regulations, and procedures promulgated by the Employer. These rules shall be provided to Employees prior to being implemented, and shall be kept readily available for Employees in Children Services.

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 Human Resources Coordinator, Executive Director, or other designee of the Executive Director. The Employer shall determine what action shall be taken in response to any claim under this section, and will take reasonable action to correct any unsafe working condition as soon as practicable. The Employer shall prepare a written report of its findings in response to the claimed unsafe condition. The Employer shall provide to the Union a copy of any written report in response to claims of unsafe conditions. 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 Executive Director or Human Resources Coordinator. Copies of these reports and the supervisory reports will be forwarded to the Union's president.

Section 21.4. In the interest of promoting safe working conditions, and in furtherance of the mutual obligations of the Employer, the Employees, and the Union under this Article and Ohio law, a joint Safety Committee shall convene, at a time and place agreed to by the parties, to discuss health and safety concerns of either party. Unless the parties agree otherwise, the Safety Committee shall meet no less often than quarterly.

- (a) The Committee shall comprise five management representatives and five Union representatives, and additional representatives may be added with the agreement of the parties. The Human Resources Coordinator of Children Services shall

serve as Safety Coordinator and as one of management's representatives, as well as the chair of the Committee. The Chair shall be responsible for taking or arranging minutes of the meeting, and each member of the Committee shall receive a copy of the minutes. The Chair shall communicate all of the concerns and issues generated by the Committee to the Executive Director and administrators.

- (b) The Safety Committee may recommend to the Executive Director proposals not inconsistent with this Agreement or federal and state law regarding safe work practices and procedures, necessary equipment, safety-related training, suggestions on reducing risks to employees and the Employer's liability, additions or changes to work rules and procedures on safety issues, and other proposals designed to enhance employee safety.
- (c) The Safety Committee shall communicate its recommendations to the Executive Director in writing, with a copy to each member of the Committee. The adoption of such recommendations or proposals lies in the discretion of the Employer; provided, however, that the Executive Director or his or her designee shall provide a written explanation of the rejection or modification of any proposal. All safety rules adopted by the Executive Director shall be distributed in writing to all Employees.

Section 21.5. Employees that have an infestation of bedbugs or other parasitic insects in their residence shall be granted paid administrative leave for the extermination of the insects and cleaning of the employee's residence for up to two (2) consecutive calendar days. Employees may be required to provide evidence regarding the infestation in order to receive payment for the days missed due to insect extermination and residence cleaning.

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 Children Services Board, 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 initial filing, appeals, or 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 request, not to exceed three 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. In the event any person or organization other than an official, employee, or agent of Butler County, the Union, or a state or federal agency, has requested to inspect or receive a copy of a current Employee's personnel file or other records relating to that Employee's performance, the Employer shall notify the Employee of the request if practicable prior to complying with it by calling the Employee on the Employee's work telephone number or other number provided by the Employee. The Employer's obligation to notify the Employee under this Section is satisfied by attempting to reach the Employee and leaving a message, if possible. The Employee may request to inspect his or her personnel file no later than 24 hours after the notification in order to object to the release of any item that the Employee does not believe is a public record under Ohio law. It is not a basis to extend this period for the Employee to inspect the file that the Employee is on leave or unavailable, although the Employee may designate a Union representative to inspect the file and make objections in his or her stead within this period. The Employer will redact items in the personnel file that are not public records under Ohio law prior to releasing the records. The parties understand that the notification and inspection provisions of this Section may not inhibit the timely release of public records pursuant to a lawful request. This provision for notification and opportunity for inspection does not apply to any former Employee.

Section 23.4. If an Employee or the Union believes that any information contained within a personnel file or other personnel records is not a public record or otherwise may not be disclosed

pursuant to federal or state law, then the Employee or Union shall notify the Employer, in writing, of the objection. To the extent possible within the constraints of Ohio public records law, the Employer shall determine the validity of the objections prior to releasing the information. The determination of whether or not items are public records is a matter of Ohio law, and is not subject to the grievance and arbitration procedure. Further, it is not the intent of this provision that the release of public records be delayed or encumbered in any way.

ARTICLE 24

LABOR-MANAGEMENT COMMITTEE

Section 24.1. Meetings of the Labor-Management Committee will be scheduled at the request of either party (Union or the Employer) to discuss issues of concern to either party in the Labor Management area.

Section 24.2. The Labor-Management Committee is to consist of an equal number of members from each side.

Section 24.3. At the meeting of the Labor-Management Committee, the Committee shall address issues raised by each party in turn. No more than three (3) business days before the meeting, each party shall submit to the other party a list of items or issues to be considered at the meeting. The Union shall notify Management of the names of the bargaining-unit Employees to be in attendance at the meeting. Those items not considered during the Labor-Management meeting shall be at the top of the next agenda for discussion.

ARTICLE 25

HOURS OF WORK AND OVERTIME

Section 25.1. The normal work week for full-time Employees shall be forty (40) hours of five (5) work days per week, Monday through Friday, except as otherwise required by law or as provided in Section 4 on shift assignments, or as otherwise agreed by the parties through the Labor-Management Committee. The work week, for overtime calculation purposes, shall commence on Saturday at 12:01 a.m. and conclude the following Friday at 12:00 midnight.

Section 25.2.

- (a) The Employer shall set work schedules and starting times, which shall remain flexible based on 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 Employer agrees that it will not schedule any Employee's permanent work hours outside of the core scheduling of 7:30 a.m. to 5:00 p.m. without complying

with the provisions of Section 2(a) of this Article or except with the Employee's consent under the procedure that follows in this subsection 2(c). Within those hours, supervisors have discretion to schedule the start and stop times for Employees, provided that coverage is maintained for each unit and function at all times during business hours. Employees may only be scheduled to work hours outside of the core scheduling hours with their consent and the consent of the Administrator for the unit, except as otherwise provided in this Agreement. The supervisor shall determine a schedule of hours for the work unit with available schedules and the number of Employees in the classification who 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 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 schedule in order of seniority, as defined in Article XVIII, Section 1, applied within the particular unit, classification, and specific job function (where relevant).

- (d) Nothing in this Article prohibits the Employer, under the procedures set forth in this Article, from agreeing to implement a regular work schedule of four (4), ten- (10-) hour days for those Employees in the agency for whom it may be appropriate. Employees may not be required to work a schedule of four (4), ten- (10) hour days without their consent, nor is the Employer required to agree to a particular Employee's request to work such a schedule. The parties expressly understand that such a work schedule may be appropriate for some Employees and units and not others, including Employees within the same unit. Further, the parties understand that not all Employees will be interested in such a work schedule, and that any work schedule must reflect an Employee's responsibility for his or her work or case load, as well as a unit's responsibility to assist in coverage when an Employee is unavailable. For an Employee who is working the alternate schedule of four (4), ten- (10-) hour days, leave will be calculated as follows:
 - (1) An Employee who uses a day of sick leave, vacation, personal leave, compensatory time off, leave without pay, or any other leave for a day on which he or she was scheduled to work ten (10) hours shall be charged ten (10) hours of leave.
 - (2) On weeks in which the County observes holidays, Employees shall receive eight (8) hours of holiday pay as provided in Article XXVII, Section 3. The supervisor and Employees in the unit shall agree to a schedule to work (or use other available leave) to cover the remaining hours of the forty- (40-) hour work week.
- (e) An employee required to travel overnight and care for a child shall be paid at the applicable rate for all time spent caring for the child, or a minimum of eight (8) hours in a twenty-four (24) hour period, whichever is greater.

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 (1½) times his or her regular rate or receive compensatory time off on the basis of one and one-half (1½) 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. "Active pay status" shall be defined as hours worked and hours of paid leave time. Time off to use earned compensatory time will be granted within a reasonable time of the Employee's request, not to exceed sixty (60) days, unless granting the request would unduly disrupt the operations of the Employer. No Employee shall be permitted to accrue more than one hundred twenty (120) hours of unused compensatory time and any Employee who has accrued unused compensatory time to the one hundred twenty (120) hour limit shall be paid in cash for additional overtime worked. If the Employer determines, for budgetary reasons, to cash out all or a portion of the compensatory time balance of one or more Employees, the Employer shall provide notice to the Union and the affected Employees and shall meet with the Union, upon request, to discuss the reasons for the action. This provision does not prevent the Employer from considering an Employee's request to be exempted from such a cash-out based on personal circumstances. In no event may the Employer cash out below an accrued balance of forty (40) hours of compensatory time off without the Employee's consent. 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 the cash-out. 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) If an Employee works extra hours in a work week in which he or she has also used paid leave, the Employer may reduce the amount of paid leave used to account for the extra hours worked, in accordance with current agency practice. If, however, the extra hours worked are for an emergency, defined as an unplanned, unscheduled event requiring an immediate response, the Employee may choose whether to be compensated for the overtime through cash or compensatory time off or reduce the amount of leave used in the work week.
- (c) Upon the request of the Employee and with the prior, express approval of the Employee's supervisor, the Employee may utilize flex time for purposes of personal business, provided that the Employee works sufficient hours in the remainder of the same work week to make up for the time taken off. The supervisor may approve or deny the request in his or her sole discretion, and this decision shall not be subject to the grievance and arbitration procedures of this Agreement. If the Employee has worked hours on Saturday or Sunday, the Employee's request to use flex time in that same work week for time off shall not be unreasonably denied, and if the Employee feels that such a request has been

unreasonably denied, the remedy is to request a meeting of the Labor-Management Committee to discuss the issue. If the Employee has been scheduled in advance to work at least seven (7) hours on the Saturday or Sunday of a weekend, then the Employee shall be guaranteed the right, upon request, to use flex time to have at least one day off during that same work week, and if the Employee has been scheduled in advance to work fourteen (14) or more hours on a Saturday or Sunday on the same weekend, then the Employee shall be guaranteed the right to use flex time for two (2) full days off in the same work week, at the Employee's request; provided in all cases the Employee's hours of work and others hours in active pay status must equal at least forty (40) hours in any week in which flex time is used.

- (d) 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. If, however, the extra hours worked are for an emergency, defined as an unplanned, unscheduled event requiring an immediate response, the Employee may choose whether to be compensated for the overtime through cash or compensatory time off or, with the approval of the supervisor, to adjust the work schedule for the rest of the work week.
- (e) 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.

Section 25.4. In order to implement round-the-clock coverage, Employees shall be assigned to shifts as follows:

- (a) The current first-shift, Monday to Friday schedule will remain unchanged. Except as provided in this Section 2 of this Article, full-time Employees assigned to first shift will not be reassigned to the full-time third-shift schedule without their consent. The Employer may reassign a first-shift Social Services Worker 4 assigned to Screening to second, third, or weekend shifts only on a temporary basis based on operational needs.
- (b) The Employer will continue to use current second-shift and weekend Screening employees in this capacity to the extent practicable, including supervisors and Employees in the classification Social Services Worker 4. Second-shift and weekend hours have been extended in order to maximize coverage. Employees currently assigned to second shift may volunteer to work more hours than scheduled, with the Employer's approval.
- (c) Weekend shifts will be staffed on a part-time basis using current part-time Screening supervisors and part-time Social Services Worker 4s to the extent practicable.
- (d) The Employer will staff the Monday to Friday third shift with two full-time employees, not more than one supervisor and the remaining employee or employees from the classification Social Services Worker 4. (The Monday shift

is the shift commencing late Sunday night, and the Friday shift is the shift commencing late Thursday night.) More than one supervisor may be scheduled if needed to cover for absent Employees in the event that no Social Services Worker 4s from the volunteer list are willing to work to cover the vacancy. Any bargaining-unit position will be filled as provided in this Agreement, either by reassignment within a classification or by posting in case of promotional opportunities.

- (e) The Employer agrees to pay shift differential to Employees working second or third shift, as provided below:
 - (1) Second-shift Employees shall receive a supplement of 3% of the Employee's hourly wage rate for all hours on that shift.
 - (2) Third-shift Employees shall receive a supplement of 2% of the Employee's hourly wage rate for all hours on that shift.
 - (3) "Hourly wage rate" includes, for purposes of this Section, any longevity and license supplement pay, and an Employee who works overtime while regularly assigned to second- or third-shift shall have that overtime pay calculated based upon the shift rate of pay, irrespective of when the overtime hours are worked. An Employee who works hours of overtime that fall during second or third shift, however, is not entitled to any shift premium if he or she is regularly assigned to the first shift, unless he or she works the entirety of the second or third shift. In other words, first-shift Employees are not entitled to a shift premium simply because some hours of their hours worked on a particular day happen to fall in the second- or third-shift period.

- (f) The Employer may adjust the start and stop times of any shift, subject to the Employer's obligation to meet and confer with the Union regarding any permanent change under Section 2(a) of this Article. Shifts will be defined as follows:
 - (1) Second shift: A majority of the hours fall between 5:00 p.m. and 11:30 p.m.
 - (2) Third shift: A majority of the hours fall between 11:30 p.m. and 8:00 a.m.
 - (3) First shift on weekends begins at 8:00 a.m. and ends at 5:00 p.m. The second and third shifts for weekends will be defined as stated above.

- (g) The parties understand that the Employer may post additional, part-time positions in order to ensure full coverage on all shifts and weekends.

- (h) The Employer will revise the current position description for Social Services Worker 4-Screener to reflect both full-time status as well the fact that the classification serves on three shifts.
- (i) The Employer agrees to survey all supervisors and Social Services Worker 4s to establish a volunteer list of staff who are willing to work to fill in shifts or days in which an Employee scheduled to work that shift is absent or otherwise not available to work because of employee leaves. Any such additional work is subject to the provisions of this Agreement, including overtime compensation in cash or compensatory time off and the utilization of work schedules to minimize overtime. Employees who volunteer to be on such a list will receive no on-call stipend under this Agreement.
- (j) The agency intends to use volunteers, either supervisors or Social Services Worker 4s, to cover temporary absences as needed, though not every vacant position on a shift may be filled. Because no entire shift can be left without coverage, however, the parties agree that if no one from the volunteer list is available and willing to work the shift, the least senior Employee on the list may be assigned to work the unfilled shift.
- (k) Employees who work a holiday will receive compensation as provided in Article XXVII (Holidays), Section 3. Employees are eligible for compensation at the specially-guaranteed, premium rate for working a holiday on either the actual day of the holiday (for example, Christmas Day on December 25 and Christmas Eve on December 24) or the day on which the holiday is actually observed, but not both. For an Employee to be considered to have worked a holiday shift, more than half of the hours of the shift must have fallen on the actual holiday, measured from midnight to midnight. Employees may by agreement and with the Employer's approval split a holiday shift to work partial shifts, and for holidays only, those Employees on second or third shift would continue to receive the shift differential for the partial shift. Otherwise, Employees working only a partial second or third shift receive no shift differential.
- (l) An Employee who is assigned to work the full shift on which Eastern Daylight Time takes effect in the spring shall be paid for a full, eight-hour shift even though the Employee will only actually work seven hours that night. An Employee who is scheduled to work the full shift on which Eastern Standard Time again takes effect in the fall will be paid for the nine hours actually worked on the shift due to the time change, at the appropriate rate under this Article.

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.

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) Veteran's 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 Sunday, the holiday shall be observed on the following Monday.

Section 27.2. 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.

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 for the hours normally scheduled to work that day. Permanent part-time Employees can only qualify for the holiday pay under this Article if normally scheduled to work on the day on which a holiday is celebrated. 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 the time-and-one-half (1½) rate 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 six (6) months of service with the Employer: one (1) week. After completion of one (1) year of service with the Employer: an additional week of vacation.
- (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.

As used in this Article, "years of service" includes time actually served as a part-time, seasonal, or temporary, or intermittent Employee.

Section 28.2. Permanent part-time Employees shall earn vacation on a pro-rata basis based on the number of weeks set in Section 1 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 XXVII 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, full-time Employees shall accrue vacation leave in each biweekly pay period in which they are in active pay status at the following rate:

<u>Annual Rate</u>	<u>Biweekly Rate</u>
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. Permanent Part-time Employees shall also accrue vacation on a pro-rata basis, as provided in Section 2.

- (c) No Employee may use vacation until the pay period after which it is earned and credited to the Employee's leave account.

Section 28.5. Vacation will be scheduled at the discretion of the Employer based on the workload requirements within the classification at the Employee's work site. 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; provided, however, that if a more senior Employee later requests vacation for the same period as that already approved for a less senior Employee, and both requests cannot be accommodated, the Executive Director or his or her designee shall decide between the two requests.

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 of one-quarter (¼) hour.

Section 28.7. Vacation may be carried over for a maximum of two (2) years' credit; provided, however, that the Executive Director may, in his or her sole discretion, allow an Employee to carry over to a maximum three (3) years' vacation credit as an exception solely based on the current pregnancy of an Employee or the Employee's spouse. Any such special authorization for vacation carry-over beyond two (2) years must be in writing, signed by the Executive Director. No Employee shall be allowed to carry over more than two (2) years' vacation credit under any other circumstances. Any accrued vacation in excess of this limit is forfeited. Employees who request to use vacation that would otherwise be forfeited by reason of these limits shall be accommodated to the greatest extent possible and such requests shall not be unreasonably denied. The Employee bears the obligation to monitor balances of vacation leave under the provisions of this Article, however, and must submit requests to use vacation far enough in advance of the anniversary date so that the requests can be accommodated without undue disruption to the Employer's operations. If an Employee requests to use vacation that would otherwise be forfeited and the vacation request is denied by management, however, the Employee is entitled to convert the portion of vacation that would otherwise be forfeited to cash on an hour-for-hour basis.

Section 28.8. Employees who are scheduled to take vacation shall be allowed to prepare for vacation in the following fashion:

- (a) To the extent practicable, Employees who are caseworkers in Intake units shall be assigned no new cases on the days immediately preceding a scheduled vacation, or other leave approved in advance, in accordance with the following schedule:
 - (1) A vacation, or other leave approved in advance, of three (3) or more business days – no new case assignments on the day preceding vacation.
 - (2) A vacation, or other leave approved in advance, of at least five (5) consecutive business days – no new case assignments for the three (3) business days preceding the vacation.
 - (3) A vacation, or other leave approved in advance, of at least ten (10) consecutive business days – no new case assignments for the five (5) business days preceding the vacation.

For purposes of this subsection, "assignment" means assignment of primary responsibility for a case. Supervisors may assign Employees to conduct initial assessment interviews or other preparatory work on a case during the five (5) business days preceding the vacation pursuant to Section 8(a)(3).

- (b) For all other Employees, the supervisor in each unit will meet with the staff of the unit to devise a plan to protect the Employees' workloads as much as is practicable for the days immediately preceding a scheduled vacation.

Section 28.9. 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 yet received the vacation pay to which he or she is entitled, shall receive said vacation pay at the next regular pay period. Any Employee who resigns with less than ten (10) business days' advance notice and who has eighty (80) or fewer hours of accrued but unused vacation as of the date that the resignation is submitted, shall forfeit his or her vacation pay out on the basis of ten percent (10%) for each day that the Employee's notice of resignation falls short of this ten- (10-) day notice requirement. If the Employee has accrued vacation in excess of eighty (80) hours as of the date that the resignation is submitted, the Employee shall forfeit eight (8) hours of vacation for every day that the notice of resignation falls short of the ten- (10-) day notice requirement.

Section 28.10. In the case of the death of an Employee, the unused vacation leave shall be paid to the beneficiary designated on the Employee's life insurance policy with the County or, if none, 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, less their pay as jurors, while serving on the jury.

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 less any compensation received as a witness for the period of such testimony.

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.

Section 29.4. The Employer shall have the right to demand proof of proper use of any paid leave; provided, however, that this provision shall not be construed to permit the Employer to inquire about an Employee's reasons for using vacation, personal leave, or compensatory time off. Employees may not use any paid leave for the purpose of engaging in other, primary employment. This provision does not, however, prohibit an Employee from using paid leave for part-time or self-employment, provided that such employment does not pose a conflict of interest and is not otherwise inconsistent with the Employee's position with Children Services. 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. For each fixed period of two (2) calendar months (measured by January-February, March-April, and so forth) in which a full-time Employee has used no sick leave or unpaid leave, the Employee shall be granted four (4) hours of personal leave with pay. Such personal leave may be used for any personal purpose of the Employee, provided that the Employee has scheduled the leave with the prior approval of the Employer in the same manner as vacation leave or compensatory time off. The Employee may carry-over personal leave time from year to year and may, upon written request to the Human Resources Coordinator, convert unused personal leave to cash in December of each calendar year.

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 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.

Section 30.3. Sick leave may be requested for the following purposes, provided that the Employee has notified his or her supervisor or designee 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 5;
- (c) Medical, dental, or optical examinations that cannot be scheduled outside normal working hours, except for examinations in connection with employment outside this agency, and provided that the Employee provides a written statement from

the medical provider that it is not possible to schedule appointments outside of 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 that 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 40 12.

Section 30.4. Upon request of the Employer, the Employee must furnish satisfactory proof of the Employee's or family member's sickness, illness, or disability before a day of sick leave is paid. In the case of an illness or injury resulting in absence for more than three (3) consecutive days, an Employee may not return to duty or be paid sick leave without a statement from the Employee's physician verifying that the Employee was unable to work or that the Employee's presence was necessary to care for a member of the immediate family. The Employer will not unreasonably deny the use of sick leave. Employees are also prohibited from engaging in either of the following during a sick leave:

- (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 30.5. Sick leave with or without pay may be granted when an immediate family member suffers serious illness or injury requiring the Employee's presence at home. "Immediate family member" shall be defined, for purposes of this section, as the spouse, child, grandchild (in the event of life-threatening illness), parent, legal guardian, legal ward, or other relative or dependent who resides in the Employee's home. Step-children, step-parents, and step-siblings shall be covered under this Section if the relation dates back to the Employee's childhood, such as a step-parent who helped raise the Employee, a step-child who grew up in the Employee's home, or step-siblings who lived in the same home as minors.

Section 30.6.

- (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 (6) 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 eighteen months (calculated as 548 days) from the date the Employee was placed on disability separation.

- (c) An Employee requesting reinstatement from a disability separation may be required to submit to an examination by a physician jointly selected by the parties. The examination must show that the Employee has recovered from the disability and is able to perform all of the essential functions 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 XIX, herein.

Section 30.7. An Employee may donate vacation leave to another Employee who has exhausted all paid sick leave, vacation, 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. The Human Resources Director will verify whether the Employee has in fact exhausted paid leave and whether he or she is qualified to receive donated vacation leave under this Article. 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 at least seven (7) calendar days in advance of its use by the transferee, and such notice shall include a statement that the transferring Employee is forever waiving his or her claim to such vacation leave. No Employee may donate more than eighty (80) hours of vacation leave in any calendar year. Any vacation leave donated to an Employee shall be converted to sick leave in the account of the Employee who received the donation of the leave, subject to the provisions governing the use of sick leave.

Section 30.8.

- (a) Sick leave shall be charged in minimum amounts of one-quarter ($\frac{1}{4}$) hour. An Employee requesting sick leave shall inform his or her supervisor of such request and the reason therefor within one-half ($\frac{1}{2}$) hour of his or her scheduled starting time. Failure to do so may result in denial of sick leave for the period of absence and/or disciplinary action.
- (b) The Employer may, in its sole discretion, deny payment of sick leave for any absence after an Employee has submitted a notice of resignation, and the Employer's decision whether or not to pay sick leave after a resignation is submitted shall not be subject to the grievance or arbitration provisions of this Agreement. The provisions of this subsection 8(b) do not apply to the retirement

of an Employee under the Public Employees Retirement System of Ohio (PERS), and an Employee who has submitted a notice of intended retirement under PERS may use sick leave subject to the same provisions and controls that are otherwise applicable under this Agreement and law.

- (c) Any step increase or performance evaluation that would have been due during a sick leave with or without pay of more than twenty (20) consecutive business days, however, shall be postponed until after the Employee's return from the leave of absence, and the Employer shall complete the evaluation or grant the step increase otherwise due within one (1) month of the Employee's return to work. Any such step increase shall be granted retroactively to the Employee's date of return from the sick leave.

Section 30.9. 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 essential duties of the Employee's position, with or without reasonable accommodation. The Employer shall select the physician and pay for the examination.

Section 30.10. The Human Resources Director shall send a letter of commendation to each Employee who uses no sick leave during a calendar year.

Section 30.11. If an Employee transfers to the service of the Employer from another County department or 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 30.12. 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, parent, grandparent, grandchild, brother, or sister. Step-children, step-parents, and step-siblings shall be covered under this Section if the relation dates back to the Employee's childhood, such as a step-parent who helped raise the Employee, a step-child who grew up in the Employee's home, or step-siblings who lived in the same home as minors. 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. Days of sick leave-funeral leave taken must coincide with the day of death or the day of funeral.

Section 30.13. In the event of a death of a relative other than those in the immediate family as described in Section 12 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 30.14. In circumstances of unusual distances of travel or extreme weather conditions the Employer may, 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 12 above.

Section 30.15. An Employee must complete and sign an Application of Usage of Sick Leave immediately upon return to work to qualify for use of sick leave.

Section 30.16. An Employee who is absent from duty without approved 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

Section 31.1. Employees shall be eligible for unpaid leave in accordance with the following:

1. Pregnancy-Related Leave.

- (a) An Employee may take accrued sick leave with pay for pregnancy, child birth, 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 (“pregnancy-related leave”). Sick leave with pay and pregnancy-related leave shall be used only for that period in which the Employee is unable to perform the essential 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) Pregnancy-related 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. Pregnancy-related 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 3 below.

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.

3. Other Leaves.

The Employer shall grant leaves of absence where required by the Family and Medical Leave Act of 1993 (FMLA), and the Union and the Employer agree to consider such requests for leave in accordance with the agency’s FMLA Policy attached to the Agreement as Appendix 2. Upon the exhaustion of the Employee’s twelve (12) weeks of FMLA leave, the Employee must request, in writing, any additional leave of absence that

may be available under this Agreement, and any Employee who fails to do so is subject to immediate termination from employment. 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.

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. Any step increase or performance evaluation that would have been due during a leave of absence without pay of more than twenty (20) consecutive business days, however, shall be postponed until after the Employee's return from the leave of absence, and the Employer shall complete the evaluation or grant the step increase otherwise due within one (1) month of the Employee's return to work. Any such step increase shall be granted retroactively to the Employee's date of return from the leave of absence.

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. The Board of County Commissioners may, at its sole discretion, continue group health insurance coverage in force, at the expense of the Employer, for a period generally not to exceed the first ninety (90) days of a sick leave without pay, and the decision to grant or deny such continued coverage shall not be subject to the grievance and arbitration procedures of this Agreement.

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. Employees may not use unpaid leave for the purpose of engaging in other, primary employment. Employees are also prohibited from engaging in either of the following during an unpaid sick leave, including unpaid leave under the Family and Medical Leave Act:

- (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.

ARTICLE 32
SICK LEAVE CONVERSION

Section 32.1. Upon retirement from active service with the Children Services Board, 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 ($\frac{1}{4}$) 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 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. Upon the death of an Employee who would have been otherwise eligible to retire and convert sick leave under this Article, the proportion of the Employee's sick leave that can be paid out under this section shall be paid to the beneficiary designated on the Employee's life insurance policy with the County or, if none, as provided in the following order:

- (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
- (4) The estate of the Employee.

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, 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.

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 set by the Internal Revenue Service. 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.

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.

Section 34.6. An Employee attending approved training offered during work time and paid for by Children Services, who drives his or her personal vehicle to the training site, shall be reimbursed for mileage from the agency. If the Employee's home is closer to a training site outside of Butler County than the agency is, then the Employee shall be reimbursed for the mileage between the Employee's home and the training site, without being required to report to the Children Services offices first. Any Employee attending approved training who is required to pay for parking at the training site will be reimbursed for the parking expenses, whether or not the Employee is reimbursed for mileage for travel to the site. This Section does not provide for mileage or parking reimbursement for educational programs covered under the tuition reimbursement provisions of Article XLIII of this Agreement.

ARTICLE 35
EMERGENCY EVACUATION PROCEDURES

Section 35.1. 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 36
WEATHER EMERGENCIES

Section 36.1. 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 36.2. Employees not scheduled to work during the emergency because of scheduled vacation or compensatory time 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 36.3. 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 36.4. Employees shall not charge sick leave for absences due to inclement weather.

Section 36.5. In the event that the Board of County Commissioners or its Administrator dismiss other Commission employees because of inclement weather, Employees shall be released also, with no loss of pay. Any employee required to work after the Board of County Commissioners or its Administrator dismisses other Commission employees without loss of pay because of inclement weather shall be paid at the applicable rate of pay and shall be credited with personal leave time for all hours worked while the office is closed during normal business hours.

Section 36.6. The agency shall establish a list of personnel that may be required to work to maintain continuous operations in the screening and after-hours units after the Board of County Commissioners or its Administrator dismisses other Commission employees because of inclement weather, including names, classifications and duties. Employees on the list shall only

be required to work during weather emergencies on a rotating basis and the list shall be posted so that affected employees know the order in which they will be required to continue working in the event of a weather emergency. If employees on the list find it impossible to report to work, the agency may then arrange for the individual to be picked up at home.

ARTICLE 37
LONGEVITY PAY SUPPLEMENT

Section 37.1. Beginning on the first day of the pay period within which the Employee completes five (5) years of total service with the state government or any political subdivisions of the state, each Employee shall receive an automatic salary adjustment equivalent to two and one-half percent (2.5%) of the applicable base wage rate set forth in Article XLII. Each Employee shall receive thereafter an annual adjustment equivalent to one-half of one percent (.5%) of his or her applicable base wage rate, until a maximum of ten percent (10%) of the Employee's classification base wage rate is reached.

Section 37.2. In the calculation of any wage increase or supplement, including the minimum wage rate increase following a reclassification, pursuant to Article XVII, Section 2, or a temporary reassignment, pursuant to Article X, Section 1, the longevity pay supplement shall not be included in the base wage rate.

Section 37.3. Longevity pay adjustments shall become effective at the beginning of the pay period within which the Employee completes the necessary length of service. Time spent on authorized leave of absence shall be counted for purposes of longevity pay.

Section 37.4. Employees hired on or after April 15, 1994, shall not be entitled to any longevity pay supplement.

ARTICLE 38
CALL-OUT PAY AND REPORTING PAY

Section 38.1. 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 two (2) hours straight-time pay at the Employee's regular rate.

Section 38.2. Employees shall not be entitled to a separate, two (2) hour guarantee of call-out pay for calls received during the two (2) hour period following the first call.

3. (a) Employees assigned to be on call shall receive an additional payment equal to one hour's pay for each one (1) day period they are in the on-call status.
- (b) The on-call pay rate shall be doubled for Employees assigned on-call duty for the holidays of New Year's Day, Christmas Day, or Thanksgiving Day fall, and the Employee shall receive double compensation for that day only. For purposes of

this subsection only, Christmas means December 25 and New Year's Day means January 1, irrespective of when observed by the County.

4. (a) On-call assignments shall be on a voluntary basis to the extent practicable. If an inadequate number of Employees volunteer to be on call, Employees will be assigned on a rotating basis from among those Employees in the relevant classifications who have completed probation. On-call assignments will be on a week-to-week basis or other schedule as determined by management.
- (b) During any on-call assignment, the Employee must be able to report to the location of the call as soon as is reasonably possible, generally not to exceed a normal response time of one (1) hour. It is the Employee's responsibility to remain within a distance and to arrange other personal circumstances in a manner that allows a prompt response to calls.
- (c) The provisions of this Section apply only to general on-call responsibilities among Employees in social worker classifications, but not to Employees in social work classifications in the SIU and FPP Units who remain subject to on-call

ARTICLE 39 **STEP INCREASES**

Section 39.1. Employees shall be eligible for step increases in accordance with current pay ranges and pay steps as provided in Schedule 3 and 3A (effective January 2, 2010). **THIS PROVISION IS FROZEN BEGINNING JANUARY 1, 2012 THROUGH JUNE 30, 2013.**

Section 39.2. Employees shall be eligible to be considered for step increases:

- (a) At the next pay period after the Employee has served one hundred eighty (180) days of his or her initial probationary period, provided that the Employee has received at least an overall satisfactory rating on the six-month probationary evaluation;
- (b) At the successful conclusion of their promotional probationary periods (including any extensions thereof);
- (c) On the anniversary date of initial employment with the Employer, provided that the Employee remains in the same classification to which he or she was originally appointed, or
- (d) On the anniversary date of the Employee's promotion to a classification compensated at a higher rate of pay than the classification to which the Employee was originally appointed.
- (e) Employees promoted after the ratification of this Agreement in 2008 shall not receive step increases after completion of a promotional probationary period. An Employee who is in the midst of a promotional probationary period at the time of

the 2008 contract ratification remain eligible for a step increase upon successfully completing probation.

Section 39.3. An Employee in a social worker classification who attains an educational degree entitling him or her to be placed in the higher pay range for that classification shall be assigned to the step in the higher range closest to but greater than his or her current rate of pay that provides an increase of at least four percent (4%), and shall thereafter be eligible to progress through the steps of the new scale as otherwise provided in this Agreement.

Section 39.4. Notwithstanding the provisions of Section 2, no Employee shall receive an annual step increase:

- (a) If the Employee has received an unsatisfactory rating in his or her most recent performance evaluation (excluding promotional probationary evaluations), as certified by the Executive Director; or,
- (b) If the Employee has, in the preceding twelve (12) month period, used sick leave, with or without pay, in excess of the standard set under the provisions of Article XLI.

Section 39.5. No step increase shall be denied on the basis of a performance evaluation not completed within the time limit provided in Article XIII.

Section 39.6. Notwithstanding the nonappealability of performance evaluations through the grievance and arbitration procedures under Article XIII, XIV, and XV of this Agreement, an Employee may appeal, through said grievance and arbitration procedures, any performance evaluation with an 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 40 **SICK LEAVE USE STANDARD**

Section 40.1. For purposes of Article XL, Section 4(b) of the Agreement, an Employee will be deemed to have exceeded the standard use of sick leave when the Employee has, during the twelve (12) month period preceding the anniversary date:

- (a) Used sick leave, with or without pay, for more than six (6) separated absences, as defined in Section 2; or
- (b) Been absent without leave or notification on more than one (1) occasion.

Section 40.2. A “separated absence,” for purposes of this provision, shall be defined as a continuous period of sick-leave use, of one or more workdays, whether such leave is paid or unpaid. Notwithstanding this definition, the term “separated absence” shall not include:

- (a) Any period of sick-leave use during which the Employee was an inpatient or resident of a hospital, hospice, nursing home, or facility for the treatment of alcoholism or chemical dependency;
- (b) A continuous period of sick-leave for pregnancy, childbirth, recovery from childbirth, or other pregnancy-related condition, or for the care of the Employee's spouse during her recovery from childbirth;
- (c) Sick leave used for funeral purposes pursuant to Article XXX, Section 10 of this Agreement; or
- (d) Absence with or without pay due to a job-related injury or condition reported under Article XXI, Section 3 of the Agreement;
- (e) A second absence where the Employee has attempted to return to work from sick leave and has determined that he or she is still too ill to work and has, therefore, attempted to return prematurely; or
- (f) Any absence for a serious health condition as defined in the Family and Medical Leave Act of 1993.

Section 40.3. The Employer may, in its sole discretion, make exceptions to or waive the provisions of Article XL, Section 4(b) of this Agreement where:

- (a) The Employee's separated absences result from a serious, incapacitating, and chronic or terminal illness, as verified by a statement from the Employee's treating physician or a physician appointed by the Employer; or
- (b) It is otherwise in the interest of fairness to do so. The Employer's determination under this Section shall not be subject to the grievance and arbitration procedures of this Agreement.

Section 40.4. The Employer shall retain the right to demand proof of the Employee's proper use of sick leave in accordance with Article XXX, Section 4 and 9, and Article XXIX, Section 4 of this Agreement.

ARTICLE 41

WAGES

Section 41.1. Pay ranges shall remain unchanged during the term of this Agreement as set forth in Schedule 3A (Social Worker 1, 2, 3, and 4) and Schedule 3 (all other Employees).

Section 41.2. In the event that the Board of County Commissioners approves an across-the-board increase for non-bargaining-unit employees of Butler County Children Services in an amount greater than three percent (3%), cumulatively during the term of this Agreement, the Employees covered by this Agreement shall receive an across-the-board increase in the amount that exceeds three percent (3%), subject to the same terms and conditions.

ARTICLE 42
TUITION REIMBURSEMENT

Section 42.1. Employees are eligible to participate in the Professional Education Program (PEP) in accordance with the policy in place with Butler County Children Services for Employees and non-bargaining unit employees. This program is administered by the Professional Education Policy Program Advisory Committee (PEPAC), and the Union shall be entitled to at least one representative on that Committee.

Section 42.2. The Employer agrees not to make substantive changes in the benefits available to Employees through the PEP without serving prior notice on the Union, and upon the Union's request, meeting and conferring with the Union over the proposed changes in the program.

Section 42.3. In the event the Employer terminates the PEP program, the provisions of the former tuition reimbursement plan, reprinted below, shall take effect as Article XLIII:

* * * * *

1. The Employer shall offer a program of tuition reimbursement for Employees with one (1) or more years of service with the Employer who qualify therefor in accordance with the provisions of this Article.

Section 42.4. Amount.

- (a) Upon the prior approval of the Employer under the Standards of Section 3, the Employee is entitled to be reimbursed for tuition reimbursement in an amount not to exceed \$1,000 per semester or quarter, or \$2,000 for the academic year, per Employee. The term "academic year" shall be defined according to the schedule of the institution attended. An Employee may not apply for reimbursement for more than seventy-five percent (75%) of the tuition cost in any quarter or semester. The seventy-five percent (75%) limitation shall be applied after deducting the amount of any funds received by third-party sources, such as grants and scholarships, but not loans that must be repaid.
- (b) The aggregate total of tuition reimbursement for all Employees in the Butler County Children Services Board shall not exceed \$7,500 in any one calendar year for all bargaining-unit Employees. If the total funds available are insufficient to meet the amounts requested, the Employer may determine who shall participate based on the standards of Section 3.
- (c) Reimbursement under this Article is available only for tuition and instructional fees for programs in an accredited two- or four-year college or university, based on fee statements submitted by the college or university, and not for any other costs of transportation, parking, activity fees, books or materials, or other costs of any kind. Tuition reimbursement is not available for correspondence courses; provided, however, that this restriction does not prohibit the Employer from

approving reimbursement for appropriate distance-learning programs offered by accredited colleges and universities.

- (d) An Employee shall be reimbursed only upon satisfactory proof of the successful completion of the course with a grade of "C" or higher, or a grade of "pass" in a system that offers only "pass/fail" grades.
- (e) Nothing in this Article shall require the Employer to grant release time, with or without pay, to attend courses for which the Employee is receiving tuition reimbursement pursuant to this Article. Nothing in this Section bars the agency from accommodating field placements through the use of flexible schedules. Any request for the use of flexible work schedules shall be considered in the sole discretion of the Employer, and the approval or denial of a request for such a schedule is not subject to the grievance and arbitration procedure.

3. Application and Qualification.

- (a) Prior to beginning the course for which reimbursement is being requested, the Employee must submit to his or her supervisor a Request for Tuition Reimbursement. This request must be approved by the supervisor, administrator, and the Executive Director. The discretion to grant or deny final approval lies solely with the Executive Director.
- (b) The Employer shall consider the request under the following criteria:
 - (1) The relevance of the course content to the Employee's job duties or those of a position within the Butler County Children Services Board that the Employee may reasonably hope to attain, or other special agency needs; provided that the Employer may, in the Employer's sole discretion, approve tuition reimbursement for an Employee's special request for a non-social work degree or for core courses in a basic education requirement for a degree program that does meet this relevance standard;
 - (2) The Employee's performance, including performance evaluations, disciplinary action, timeliness and up-to-date status of work, and commendations received;
 - (3) Whether the Employee has regular and consistent attendance;
 - (4) The Employer's special need for additional education or training among particular classifications, positions, or employees.
 - (5) The availability of funds within the budget account for training approved by the Children Services Board and the Board of County Commissioners, and other pending requests for tuition reimbursement within the available funds.

Section 42.5. An Employee who has applied for tuition reimbursement pursuant to this Article must, as a condition for such reimbursement, enter into a written agreement with the Employer to continue employment with the Butler County Children Services Board for a minimum of six (6) pay periods for each quarter or semester for which any reimbursement has been received. The Employee's work commitment will begin to be discharged after the completion of the quarter or semester, and the work commitment for any other quarter or semester must be served consecutively and not concurrently. Only if an Employee works for six (6) consecutive pay periods without receiving any tuition reimbursement under this Article shall the Employee be deemed to have discharged the work obligation for one (1) quarter or semester of reimbursement. An Employee who does not complete the work commitment prior to terminating employment, whether through resignation, retirement, or discharge, is required to return funds received under this Tuition Reimbursement Program to the Employer. The amount of the funds to be returned shall be pro-rated to reflect the portion of the work obligation that the Employee has discharged prior to termination of employment, and such funds may be withheld from remaining paychecks or other funds due the Employee.

Section 42.6. The granting or denial of tuition reimbursement is a prerogative of management, and may be subject to the grievance and arbitration procedures; provided, however, that the arbitrator's jurisdiction in any such proceeding is limited to determining whether the Employer violated the express requirements of this Article. The arbitrator shall have no jurisdiction to substitute his or her judgment for the Employer's determination on whether a particular Employee's request is appropriate under the criteria of Section 3(b) of this Article, and determinations of individual eligibility under Section 3(b) are not subject to the grievance and arbitration procedure. The Employer may, upon notice to the Union, reduce the individual and/or aggregated limits on tuition reimbursement, limit the number of credit hours for which reimbursement may be sought, or limit the program to those Employees or classifications where the learning needs are most critical to the Employer.

Section 42.7. In the event that the State of Ohio re-institutes the TOPS program, the parties will meet to discuss its applicability to the bargaining unit.

ARTICLE 43

PAY SUPPLEMENT FOR LICENSES SOCIAL WORKERS

Section 43.1. In any case where an Employee was hired by Butler County on or before August 4, 2011 and had by this date obtained and maintained a State of Ohio license as a Licensed Social Worker (LSW), a Licensed Independent Social Worker (LISW), or a Certified Chemical Dependency Counselor (CCDC), a Licensed Professional Counselor (LPC), or a Licensed Marriage and Family Therapist (LMFT), the Employer shall pay the employee a supplement of four percent (4%) above the base pay rate of non-licensed social workers in the same classification or pay range upon verification that the Employee has obtained the required license.

Section 43.2. This pay supplement terminates at the point at which the Employee is no longer licensed by the State of Ohio or the Employee is appointed to a classification in which all Employees must have such a license as part of the minimum qualifications for the classification.

Section 43.3. Employees newly eligible for the supplement for licenses as a Licensed Professional Counselor (LPC), or a Licensed Marriage and Family Therapist (LMFT) shall be eligible to receive the supplement in the first pay period following ratification of the new collective bargaining agreement in 2008.

ARTICLE 44
CELLULAR PHONES

Section 44.1. All Employees who perform home visits and field work must obtain and carry a cellular telephone under a plan and provider selected by the Employer. The Employer will pay for the cost of the telephones and their use. Employees agree that the cellular telephones provided under this Section may be used only for business purposes and incidental personal use. Personal use of the telephones shall comply with applicable IRS rules and regulations.

Section 44.2. As of April 1, 2009, the Employees covered by Section 1 remain required to carry cellular telephones during working hours. Each covered Employee must elect, by March 1, 2009, one of the following two options, and the election will be repeated each year by March 1:

- (a) The Employee may continue to use a county-issued cellular telephone, and the County will pay for the costs of the telephone and plan. As of April 1, 2009, however, all personal use of the cellular telephone is strictly prohibited, and an Employee who uses the cellular telephone for personal purposes is subject to disciplinary action. Employees who need to place or receive personal calls while in the field must use a personal cellular telephone to do so.
- (b) A covered Employee may receive a stipend of \$30.00 per month for business use of his or her personal cellular telephone, in lieu of receiving a County-issued telephone. This is a flat monthly rate and does not vary based on whether the Employee's business calls cost more or less than this amount. The Employer will negotiate an agreement with one or more providers for discounts for Children Services Employees, but Employees are free to obtain service from any provider. Because Employees who elect to receive the stipend are no longer using County-owned cellular telephones, restrictions on personal use are no longer applicable to them as of that date.

Section 44.3. The following additional provisions govern Employees who elect to receive a stipend to cover business use of their personal cellular telephones:

- (a) Employees shall be provided a reasonable amount of time to obtain a new cellular telephone in the event of the loss, malfunction, or breakage of the cellular telephone.
- (b) Employees are not responsible for a loss of service in certain areas because of problems with receiving signals from the cellular telephone provider.
- (c) Employees shall be provided a reasonable period of time to provide any new cellular telephone numbers to the Employer.

- (d) Because the cellular telephone number will be the Employee's personal telephone number, which is not public record under Ohio law, the Employer shall not release any Employee's cellular telephone numbers to clients, social service providers, contractors, or other entities outside of the agency or County government. Employees shall not be required to provide personal cellular or home telephone numbers to clients.

Section 44.4. Employees are not required to answer their cellular telephones during non-working hours, unless the Employee is on-call or has been prior approved for overtime to respond to an expected call in an urgent situation. This is true whether the telephone in question is County-issued or a personal cellular telephone covered by the stipend.

ARTICLE 45
EMPLOYEE ASSISTANCE PROGRAMS AND EMPLOYEE HEALTH
AND WELLNESS

Section 45.1. The Employer shall maintain an employee assistance program for the benefit of Employees, and shall maintain pamphlets and posters explaining the programs services and how to contact the EAP provider.

Section 45.2. The Employer will explore and encourage the development of employee wellness programs, and will appoint, together with the Union, a joint EAP/Wellness Committee to oversee the employee assistance program and employee health and wellness issues.

Section 45.3. The Employer will also develop, in consultation with the EAP/Wellness Committee, a program for EAP intervention with Employees involved with or affected by a critical incident, including a plan for debriefing the Employees following the incident.

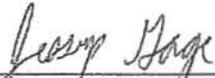
Section 45.4. The Employer may grant paid administrative leave to Employees who are involved in or affected by a critical incident relating to agency duties and who may require some time away from work duties to recover and perform effectively. The decision to grant such leave, and its amount, lies in the sole discretion of management. An Employee may request such leave or the Employer may require the Employee to take such leave when deemed in the interest protecting the Employee's physical and emotional health or his or her ability to serve clients effectively. The decision to place an Employee on paid administrative leave on a voluntary or involuntary basis under this Article is in no way to be construed as a disciplinary or punitive action.

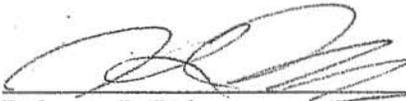
ARTICLE 46
DURATION AND TERMINATION

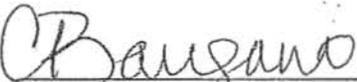
Section 46.1. This Agreement shall become effective as of February 12, 2011, and shall continue in effect until June 30, 2013.

Section 46.2. 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.

FOR THE BUTLER COUNTY
CHILDREN SERVICES
INDEPENDENT UNION

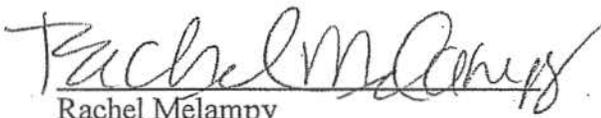

R. Jessup Gage, Counsel for the Union
Hardin, Lazarus & Lewis, LLC


Rebecca L. Palmer
Union President


Caitlin R. Bausano
Social Services Worker 4

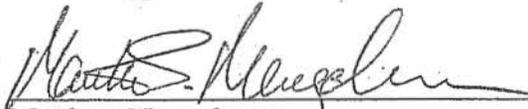

Paul G. Carlile
Social Services Worker 3

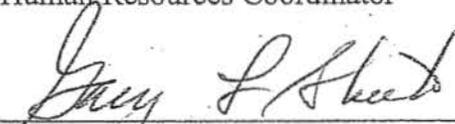

Julie Rowe
Social Services Worker 3

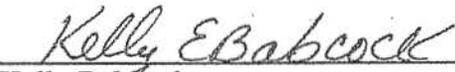

Rachel Melampy
Administrative Assistant

FOR BUTLER COUNTY
CHILDREN SERVICES

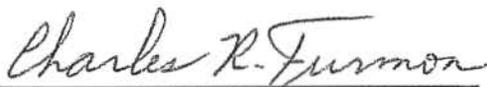

Jeff B. Centers
Executive Director


Matthew Neugebauer
Human Resources Coordinator

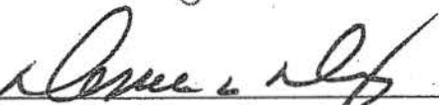

Gary Sheets
Board Counsel/Human Resource Director


Kelly Babcock
Labor Relations Consultant

FOR THE BOARD OF
COMMISSIONERS


Charles R. Furmon, President


Cindy Carpenter, Vice President


Donald L. Dixon, Commissioner

LETTER AGREEMENTS

1. Computer Policy.

The Employer agrees to issue a policy regarding access to agency computers providing the following:

- (a) A manager or supervisor with a specific need to access an agency computer may direct any agency employee to log onto the computer or to provide the password for files or documents stored on the computer at any time, and the employee must comply with that directive.
- (b) Employees are prohibited from placing password protection on individual documents or data files within the computer without the express, written permission of the Executive Director, Assistant Director, or an administrator.
- (c) Notwithstanding any provision of this policy, the computers remain solely the property of Children Services, and any management representative at any time may have access to the computers and any file or information stored thereon for agency business purposes. No agency employee should have any expectation of privacy regarding data stored on agency computers.
- (d) All employees of Children Services, including bargaining-unit Employees, supervisors, and administrators, will be strictly prohibited from accessing the agency's computers for improper purposes, including damaging the computers or the data stored thereon or for the purpose of impersonating another employee or sending inappropriate messages. Violations of this policy will result in severe disciplinary action, up to discharge.

2. Implementation of Changes to Social Services Worker Classifications.

Existing promotion policies for Social Services Worker 2 to Social Services Worker 3 shall be maintained unless the parties agree otherwise through the Labor-Management Committee.

3. Recognition of Long-Term Employees.

- (a) Long-term employees will be offered the opportunity to appear for recognition before the Board of County Commissioners following their fifth anniversary of service with Children Services, and at each five year increment thereafter. Employees who choose to appear for recognition before the Board of County Commissioners will be released from duty for the remainder of the day without loss of pay.
- (b) The Employer may continue to give gifts or gift certificates, if funding is available and if such gifts or gift certificates are legally permissible, as recognition for service.

- (c) The management of Children Services is also authorized to adopt other programs to reward exceptional employee performance, including granting leave for a personal day, purchasing food for an employee recognition lunch, or other gestures of employee recognition, as are legally permissible.

4. **Quality Assurance.**

Employees may raise concerns or complaints that Quality Assurance staff are not complying with Children Services policies governing the processing of complaints regarding the handling of cases by submitting a written request for review to the Executive Director, with a copy to the Employee's supervisor and administrator. If the Employee so requests, the Executive Director shall convene a meeting with the Employee, the Employee's supervisor and administrator, and the Quality Assurance staff member in question to discuss the issue. The Executive Director shall issue a written response to the Employee within thirty (30) days of receiving the request for review, unless the Executive Director has notified the Employee of a specific extension of time to investigate further.

- 5. During the term of this Agreement, the parties by mutual agreement may reopen negotiations on whether the pay plan should be modified based on Employee performance. In any reopened negotiations, the statutory impasse resolution procedures shall apply.

APPENDIX 1

Classification Series*

<u>Classification Title</u>	<u>Salary Number</u>
Volunteer Coordinator	15
Facilitator	13
Financial Mentor	11
Financial Specialist	09
Administrative Assistant	11
Adoption and Foster Care Recruitment Specialist	See Schedule 3A
Social Services Worker 4	See Schedule 3A
Social Services Worker 3	See Schedule 3A
Social Services Worker 2	See Schedule 3A
Family Resources Coordinator	09
Telephone Operator/Receptionist	03
Secretary 1	09
Typist	05
Lead Custodian	05
Custodian	01

*Series shown indicate some classifications in the entirety of a series that may not be filled at Children Services

APPENDIX 2

BUTLER COUNTY CHILDREN SERVICES 300 North Fair Avenue Æ Hamilton, OH 45011

FAMILY AND MEDICAL LEAVE OF ABSENCE POLICY

EFFECTIVE DATE: April 1, 1994

I. INTRODUCTION. On February 2, 1993, President Clinton signed into law the Federal Family and Medical Leave Act providing unpaid leaves to employees for the birth, adoption or foster placement of a child, the employee's own serious illness, or the serious illness of a child, spouse or parent.

II. WHEN EFFECTIVE.

A. **Non-Organized Employees.** The Act is generally effective August 5, 1993.

B. **Employees Covered by a Collective Bargaining Agreement.**
For the employees covered by a collective bargaining agreement the effective date is the earlier of the date the collective bargaining agreement expires or February 5, 1994.

NOTE: Any leave taken prior to the effective date of the Act may not be counted as leave for FMLA purposes.

III. DEFINITIONS.

A. **"Son or Daughter"** means a biological, adopted, or foster child, a stepchild, a legal ward or a child or a person standing *in loco parentis* ("in place of a parent") who is either less than 18 years of age, or who is 18 years of age or older and is incapable of self care because of a physical or mental disability. "Incapable of self care" means the individual requires active assistance or supervision to provide daily self care in several of the activities of daily living, including: grooming, hygiene, bathing, dressing, eating, taking public transportation, maintaining a residence, etc.

B. **"Spouse"** means a husband or wife as defined or recognized under State law, including common-law marriages in Ohio entered into on or before October 9, 1991. Domestic partners are not covered, however.

C. **"Health Care Provider"** means any of the following licensed or certified professions: a doctor of medicine or osteopathy, podiatrists, dentists, clinical psychologists, chiropractors (limited to treatment consisting of manual manipulation of the spine to correct subluxation as demonstrated by x-rays to exist), nurse practitioners and nurse midwives, and Christian Science practitioners listed with the First Church of Christ, Scientist in Boston,

Massachusetts. Where an employee relies on a Christian Science practitioner the employer may require a second opinion from a medical doctor.

- D. **“Parent”** means the biological parent or a person who stood *in loco parentis* to the employee. Parents-in-law are not included.
- E. **Twelve-month period** for determining whether 12 week entitlement has been exhausted means the period established by the employer. The Board of Butler County Commissioners establishes a uniform rolling twelve (12) month period measured backward from the first date of the FMLA leave as the method for computing this 12-month period.

IV. **COVERAGE.**

A. **Employers.**

All Butler County agencies will be covered by the FMLA.

B. **Employees.**

To be eligible for FMLA benefits an employee must have worked for the employer in the following capacity:

1. For at least 12 months (the 12 months of employment need not be consecutive and the employee need not work full time. Any week in which an employee was on the employer’s payroll for any part of the week counts toward the required 12 months employment. Further, the 12 months employment need not immediately precede the leave.); and
2. Worked at least 1,250 hours during the 12 months immediately preceding the start of the leave.

C. **Health Conditions Covered.**

The threshold question for the medical leaves under the Act is whether a “serious health condition” exists.

1. **Serious health condition** means an illness, impairment, or physical or mental condition that involves:
 - a. Any period of incapacity or treatment in connection with or consequent to inpatient care in a hospital, nursing home, or a hospice; or
 - b. Any period of incapacity requiring absence from work, school or other regular daily activities, of more than three consecutive

calendar days, that also involves continuing treatment by or under the supervision of a health care provider; or

- c. Any period of incapacity due to a chronic serious health condition, defined as a condition that:
 - 1) Requires periodic visits for treatment by a health care provider, or nurse, or physician's assistant under the health care provider's supervision;
 - 2) Continues over an extended period of time, including recurring episodes of a single, underlying condition; and
 - 3) May cause episodic rather than a continuing period of incapacity, such as asthma, diabetes, epilepsy, and similar conditions; or
- d. For prenatal care.

Examples of "serious health conditions" cited in the Senate record and the Department of Labor (DOL) comments include: heart attacks, heart bypass operations and procedures, "most cancers, back conditions requiring extensive therapy or surgical procedures, strokes, severe respiratory conditions, spinal injuries, appendicitis, pneumonia, emphysema, severe arthritis, severe nervous disorders, injuries from serious accidents, ongoing pregnancy, miscarriages, complications or illnesses related to pregnancy, such as severe morning sickness, the need for prenatal care, childbirth and recovery from childbirth." An employee is unable to perform the duties of the job if the employee is unable to work at all or is unable to perform any of the essential functions of the job as defined by the Americans with Disabilities Act (ADA).

- 2. **Continuing Treatment.** The continuing treatment by a health care provider means one or more of the following:
 - a. The employee or family member is treated two or more times for the injury or illness by a health care provider or by a provider of health care services under direction of a health care provider; or
 - b. The employee or family member is treated by a health care provider on at least one occasion and is given a regimen of continuing treatment under the supervision of the health care provider; or
 - c. The employee or family member is under the continuing supervision of a health care provider for a long-term or chronic

condition or disability which is permanent or long-term and for which treatment may not be effective.

V. LEAVES AVAILABLE.

The employee is entitled to up to twelve weeks of “family leave” in any 12 month period for any of the following events:

A. Birth, Adoption, or Foster Care.

1. An employee is entitled to unpaid leave for:
 - a. Birth of the employee’s child;
 - b. Placement of child for adoption or as precondition to adoption;
 - c. Placement of a child in foster care.
2. Entitlement expires 12 months after birth, adoption, or placement.
3. Spouses who are both employed by Butler County are only entitled to 12 weeks of combined, aggregate leave for the birth, adoption, or foster care of a child. The two employed parents may split the time in any manner they choose, however, upon the employer’s approval.

B. Care of Child, Spouse, or Parent with Serious Health Condition.

1. An employee is entitled to leave to care for the employee’s child, spouse, or parent who has a “serious health condition.”
2. To “care for” includes caring for either physical or psychological needs. The employer may request verification that the employee is needed to provide care or that the employee’s presence will be beneficial to the family member.

C. Employee Personal Illness. An employee with a “serious health condition” that renders the employee unable to work is entitled to “FMLA leave.”

VI. PROCEDURAL REQUIREMENTS.

A. Medical Certification.

1. **Requirement.** When an employee requests personal medical leave or leave to care for a seriously ill child, spouse, or parent, the employer may require an employee to provide medical certification from an appropriate health care provider when the Employer needs more information to determine whether the leave is appropriate or issues of FMLA coverage.

The decision whether to require such an FMLA certification lies in the Employer's discretion. The information that may be required in this certification under FMLA includes:

- a. The identity of the medical professional and the type of practice;
- b. The date the serious health condition commenced and its probable duration;
- c. The certification of which part of the definition of "serious health condition," if any, applies to the patient's condition, and the medical facts which support the certification, including a brief description of how the medical facts meet the criteria of the definition;
- d. A description of the treatment, including the number of visits, and the nature, frequency, and duration of treatments;
- e. An indication whether inpatient hospitalization is required;
- f. If the requested leave is for a serious health condition of the employee, a description of the extent to which the employee is unable to perform his or her job duties, including the likely duration of the employee's incapacity;
- g. If the requested leave is to care for a seriously ill family member, a statement that the employee is needed to care for the employee's spouse, child, or parent, and the amount of time needed to provide the care.
- h. If the employee is requesting partial or intermittent leave, information regarding the need for and the schedule of treatment.

The Certificate of Physician or Practitioner Form OP-93-1 should be completed and attached to the Request for Leave Form.

2. **Additional Certification.** For employee medical leave the County may, at the County's expense, require the employee to obtain the opinion of a second health care provider chosen by the employer. If the two health care providers disagree about any of the information in the certification, the parties may mutually select a third medical provider at the employer's expense. The decision of the third provider shall be final and binding.
3. **Recertification.** An employer may request recertification at reasonable intervals, but not more often than every 30 days. The employer may request more often, however, if the employee requests an extension,

circumstances change, or the validity of an initial certification is questioned.

4. **Fitness for Duty.**

- a. An employer may have a uniformly applied policy or practice that requires all employees who take leaves for similar purposes to obtain certification of fitness to return to work. If state or local law or the collective bargaining agreement governs an employee's return to work, those provisions shall apply.
- b. An employer may deny return to employment until the certification is submitted.

B. Scheduling Leave

1. **Advance Notice.**

- a. **Foreseeable or Planned Leave.** An employee must provide the employer with at least 30 days notice of the need for leave for birth, adoption, foster care or planned medical treatment when the need for the leave is foreseeable.
 - b. **Unforeseeable.** Where circumstances make 30 days' notice impossible, the notice must be given as soon as practicable, typically within one or two days of the employee learning of the need for the leave.
 - c. **Form of Notice.** The employee should provide notice either in person, by telephone, by telegraph, by fax or by other electronic means. Notice may be given by an employee representative if the employee is unavailable to do so.
2. **Not Unduly Disruptive.** In any case in which the need for leave is foreseeable based on planned treatment or supervision, the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt the employer's operation.
3. **Partial Absences.** The law provides that leave can be taken intermittently or on a reduced schedule. Thus, employees may take leave in noncontinuous increments, *e.g.*, every afternoon, two days per week, one week each month, etc.
- a. Family leave for birth, adoption or foster care can only be taken on an intermittent or reduced basis if the employer and employee agree.

- b. Medical leave may be scheduled as medically necessary.
- c. An employer may temporarily transfer an employee taking intermittent or reduced schedule leave to a position more suitable for recurring periods of absence to better accommodate the leave. Employees cannot be penalized by the transfer. Therefore, the wages and benefits must remain the same.

C. Employer Action.

- 1. An employer can deny a requested leave if the employee fails to provide proper advance notice, unless the employee was unable to comply because of the need for emergency health care.
- 2. An employer may deny a requested leave if the employee does not provide the required medical certification within 15 calendar days after being requested to do so unless the employee was unable to comply because of the need for emergency health care.

VII. SUBSTITUTION OF EMPLOYER-PROVIDED LEAVE FOR STATUTORY LEAVE.

A. Substitution. The County will require substitution of any unused, accrued paid leave under the following circumstances:

- 1. Sick leave, vacation, compensatory time off, or personal leave otherwise available must be used for any portion of statutory leave for personal or family illness. The County is not required, however, to provide paid sick leave or medical leave in any situation in which the employee would not be eligible for paid leave in the absence of the FMLA.
- 2. For any other purpose for which the employee may be eligible for FMLA leave, the employee will be required to exhaust all paid vacation leave, personal leave, or other available paid leave prior to using unpaid leave under the FMLA.

B. Leave Credited. Where the employee has substituted paid leave for all or a portion of a FMLA leave, the paid leave used will be counted toward the employee's annual allotment of 12 weeks of FMLA leave.

VIII. OTHER RIGHTS AND BENEFITS.

A. Rights and Benefits During Leave.

- 1. **Wages or Salary.** The Family and Medical Leave Act provides only for unpaid leave; and employer is not required to pay the employee while on statutory family or medical leave. As noted in Part VII above, however,

under some circumstances there may be substitution of accrued paid leaves.

2. **Health Insurance.** While an employee is on family or medical leave the County must maintain coverage under any group health plan for the duration of the family or medical leave at the same level and under the same conditions as that coverage would have been provided if the employee had continued in employment from the date the employee commenced the family or medical leave until the date the employee was restored to employment.

An employer may require the employee to continue to make any contribution to a group health plan that the employee would have made if the employee had not taken family or medical leave. If an employee is unable or refuses to make the contribution to the group health plan, the employee shall forfeit the health plan benefit until the employee is restored to employment.

- a. An employee has no obligation to continue health insurance benefits during the leave. If the employee chooses not to continue, the employer must provide re-enrollment without additional qualifying requirements, *e.g.*, physical exam.
 - b. The employee can be required to pay the employee's share of premiums if the employer requires the same of the other employees on leaves of absence and if the employer gives the employee written notice to make the payment in any of the following ways:
 - 1) pay employer or insurance carrier at time of regular payroll deductions;
 - 2) pay on COBRA schedule (but with no administrative fee);
 - 3) prepay at employee's option.
 - c. If the insurance lapses for nonpayment of premiums, the employee must be allowed to re-enroll without limitations or qualifications.
 - d. Note that the County may recover employer-paid premiums if the employee fails to return from leave except when the failure to return is because of a continuing serious health condition or circumstances beyond the employee's control.
3. **Accrual of Other Benefits.** With the exception of group health coverage, an employee is not entitled to accrue any other employment benefit while on statutory family or medical leave.

B. Rights and Benefits Upon Return From Leave.

1. **Return to Former Position.** An employee returning from family or medical leave is entitled to the position held before the leave began, if the position is vacant. If, however, the former position is not vacant, the employee must be returned to “an equivalent position having equivalent employment benefits, pay, and other terms and conditions of employment.”

If an employee would have been terminated during statutory leave for legitimate business reasons, such as a layoff or other reduction in force, the employee has no reinstatement right.

2. **Nonforfeiture.** Accrued benefits cannot be forfeited. However, if benefits would have been changed had the employee not taken leave, the change can take effect.

IX. KEY EMPLOYEES.

Under very limited circumstances an employee who is identified as a “key” employee may be denied restoration to employment.

- A. **Key Employee Defined.** A key employee is an employee who is salaried, and is among the highest paid 10% of the employees employed within 75 miles of his or her worksite. To determine who is the highest paid 10%, year-to-date earnings as of the date leave is requested are considered.
- B. **Denial of Restoration.** An employer may deny restoration to a “key employee” only if necessary to prevent substantial and grievous economic injury to the operations of the employer.
- C. **Rights of Key Employees.** The employer has a number of obligations to a key employee:
 1. The employer must notify the employee of key employer status;
 2. The employer must inform the employee if the employer believes there is a possibility the employee will not be restored at the end of the leave;
 3. If the key employee elects not to return to work upon receiving the employer’s notice, the employer must continue to maintain health benefits without recovery of employee shared premiums during the period of the leave;
 4. The key employee may request reinstatement at the end of the leave. If reinstatement is denied at that time, the employer must notify the

employee, in writing, that substantial and grievous economic injury would result from reinstatement.

X. PROHIBITIONS.

- A. Non-Interference.** Employers are prohibited from interfering with, restraining, or denying the exercise by employees of any rights under the Act.
- B. Non-Discrimination.** Employers are prohibited from discharging or discriminating against persons who oppose practices that are unlawful under the Act. Employees have the right to:
 - 1. Oppose a prohibited practice;
 - 2. File, institute, or cause charge to be instituted;
 - 3. Assist or intend to assist investigation or proceeding; and
 - 4. To testify.

XI. NOTICE REQUIREMENT.

Covered employers must post a notice describing the Act's provisions. The County is also furnishing additional notice and information by including the federal family medical leave benefits description in personnel manuals, employee handbooks, and other written materials.

XII. ENFORCEMENT.

- A. Right to Bring Action.** The Secretary of Labor can enforce the Act in accordance with the FLSA enforcement procedures. In addition, an individual employee can enforce the Act through civil action in any Federal or State court of competent jurisdiction.
- B. Time Limits.** Actions for relief must be brought in writing not later than 2 years after the date of the last event constituting an alleged violation, or within 3 years of the last event if the violation is willful.
- C. Remedies.** Available remedies include reinstatement, back pay, employment benefits, actual monetary losses, such as the cost of providing care, and attorneys' fees. Further, if the employer acts in bad faith, double damages will be awarded. Finally, an employer is subject to a fine of \$100 per day for failure to post the appropriate notice.

XIII. RECORDKEEPING. An employer must make, keep, and preserve records regarding compliance with the Family Medical Leave Act. The records need not be kept in any particular order or form but must include:

1. Basic payroll and identifying employee data;
2. Dates FMLA leave is taken, including hours of leave, if applicable;
3. Copies of all written notices;
4. Any documents describing employee benefits or employer policies regarding paid and unpaid leaves;
5. Premium payments of employee benefits;
6. Records of any employer/employee disputes over the FMLA;

Employers are not required to submit records to the government unless specifically requested to do so by the Department of Labor.