



11-MED-11-1676  
0228-02  
K30402  
01/23/2014

**AGREEMENT**

**between**

**BUTLER COUNTY BOARD OF COMMISSIONERS,**

**WATER AND SEWER DEPARTMENT**

**and**

**LOCAL 3396, OHIO COUNCIL 8,**

**AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-CIO**

December 16, 2013 to January 22, 2016

\* \* \* \* \*

Approved by the Butler County Board of Commissioners

Cindy Carpenter, President  
T. C. Rogers, Vice President  
Donald L. Dixon, Commissioner

## TABLE OF CONTENTS

	<u>Page</u>
Article I. Recognition – The Collective Bargaining Unit .....	5
Article II. Dues Deduction.....	5
Article III. Union Activity, Visitation, and Bulletin Boards.....	6
Article IV. No Discrimination .....	9
Article V. Probationary Employees .....	10
Article VI. Job Posting.....	12
Article VII. Management Rights.....	14
Article VIII. No Strike or Lockout .....	15
Article IX. Seniority.....	16
Article X. Discharge and Discipline .....	18
Article XI. Grievance Procedure .....	21
Article XII. Arbitration .....	24
Article XIII. Classifications.....	25
Article XIV. Reclassification Procedure.....	26
Article XV. Subcontracting .....	27
Article XVI. Seasonal Employees .....	28
Article XVII. Health and Safety .....	28
Article XVIII. Safety Committee.....	29
Article XIX. Labor-Management Committee.....	31
Article XX. Layoffs .....	31
Article XXI. Performance Evaluation.....	35
Article XXII. Personnel Records .....	36
Article XXIII. Rest Periods and Clean-up Time.....	37
Article XXIV. Unpaid Leave.....	37
Article XXV. Hours of Work and Overtime.....	39
Article XXVI. Shift and Work Week Assignments.....	45
Article XXVII. Call-Out Pay and Reporting Pay .....	50
Article XXVIII. Temporary Reassignments .....	51
Article XXIX. Holidays .....	53
Article XXX. Vacations.....	55
Article XXXI. Sick Leave.....	57
Article XXXII. Sick Leave Conversion.....	60
Article XXXIII. Other Paid Leave; Verification .....	61
Article XXXIV. Uniforms .....	62
Article XXXV. Stand-by Duty Pay .....	66
Article XXXVI. Mileage and Travel Reimbursement.....	69
Article XXXVII. Pay Step Progression .....	69
Article XXXVIII. Wages .....	77
Article XXXIX. Tuition Reimbursement .....	80
Article XL. Life and Health Insurance .....	83

Article XLI. Amendment..... 83  
Article XLII. Savings Clause..... 83  
Article XLIII. Copies of Agreement..... 84  
Article XLIV. Waiver in Case of Emergency..... 84  
Article XLV. Duration..... 85  
Appendix I. Bargaining Unit Classification Series..... 87  
Appendix II. Butler County Water and Sewer Department FMLA..... 91  
Appendix III. Employee Compensation in Times of Emergency.....100  
Letter Agreement. Attendance Policy.....102  
Letter Agreement .....104

**AGREEMENT**

AGREEMENT made and entered into this 16<sup>th</sup> day of December, 2013, by and between **THE BUTLER COUNTY BOARD OF COMMISSIONERS, WATER AND SEWER DEPARTMENT** (hereinafter called the "Commissioners" or "Employer" or "Management" or "BCWS") and **LOCAL 3396, OHIO COUNCIL 8, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO**, (hereinafter referred to as "Union" or "AFSCME") acting herein on behalf of the Employees of the Employer, as hereinafter defined, now employed and hereafter to be employed and collectively designated as the "Employees."

**WITNESSETH:**

**WHEREAS**, the Employer recognizes the Union as the 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 and to set forth herein their agreement covering wages, hours, and conditions of employment; and

**WHEREAS**, the parties desire to achieve and maintain a satisfactory and stable labor-management relationship, and to provide for the peaceful and equitable adjustment of differences which may arise; and

**WHEREAS**, the parties agree that it is in the public interest to attract and retain qualified employees by providing compensation and benefits commensurate with the employees' skill, merit, and productivity, and the availability to the County of funds derived from taxpayers and ratepayers; and

**WHEREAS**, the parties recognize that their primary duties lie with efficient, courteous, and professional service to the citizens of Butler County;

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

## **ARTICLE I**

### **Recognition - The Collective Bargaining Unit**

1. The Butler County Board of Commissioners recognizes the American Federation of State, County and Municipal Employees, Ohio Council 8, Local 3396, AFL-CIO as the sole and exclusive collective bargaining representative of a bargaining unit consisting of all employees of the Butler County Water and Sewer Department employed by the Employer, in the bargaining unit certified by the State Employment Relations Board, excluding all supervisory, managerial, and confidential employees of the Butler County Board of Commissioners, Water and Sewer Department, including the Billings, Collections, and Engineering Aide Supervisors; the Special Projects Coordinator; Chief Operators; Director; Field Superintendent; Special Services Supervisor; Maintenance Section Supervisor; Wastewater Operation Supervisor; Fiscal Officer; and Secretary to the Director. This Section shall not be construed to include within the bargaining unit any employee excluded from the definition of "public employee" by the Ohio Public Employees Collective Bargaining Act, Ohio Revised Code Chapter 4117.

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 Section 1 of this Article.

## **ARTICLE II**

### **Dues Deduction**

1. Upon presentation by the Employee or the Treasurer of the Union of a written deduction authorization signed by the Employee, the Employer will cause the deduction on a biweekly basis of the periodic dues, initiation fees, and assessments owed by the Employee to the Union and promptly forward the same accompanied by an alphabetical list of names and addresses of all Employees for whom such payments are made to the Controller of AFSCME, Ohio Council 8, at 6800 North High Street, Worthington, Ohio 43085-2512.

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

3. The Employer shall not be obliged to make dues deductions of any kind from the wages of any Employee, who, during any dues month involved, shall have failed to receive sufficient wages to equal the aggregate of the dues, initiation fees, or assessment deductions.

4. The dues deduction authorization under this Article 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. Dues deduction 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.

### ARTICLE III

#### **Union Activity, Visitation, and Bulletin Boards**

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

2. The Employer shall provide one bulletin board in each of the following work facilities: LeSourdsville Water Reclamation Facility, the Upper Mill Creek Water Reclamation Facility, the New Miami Water Reclamation Facility, the Water Distribution Building, and the Main Office on the fifth floor of the Butler County Administrative Center. These bulletin boards shall be used for the purpose of posting proper Union notices. The parties shall agree to the actual location of each board in each of the listed work facilities. 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.

3. No insignia which has not been authorized by the Employer shall be worn on Employee uniforms.

4. The Employer shall recognize one (1) steward in each of the following sections to act in accordance with the provisions of this Agreement:

- (a) Business and Engineering Sections (one (1) only);
- (b) Maintenance Section (one (1) only);
- (c) Water Distribution and Wastewater Collection Sections (one (1) only);

The Operations Section shall have two (2) stewards, one each at the LeSourdsville Water Reclamation Facility and the Upper Mill Creek Water Reclamation Facility.

5. (a) Employees are entitled to representation by the Union to the extent provided by Ohio law, including the right to Union representation in any meeting, investigative interview, or hearing which the Employee reasonably believes may lead to disciplinary action against that Employee. At the point at which the supervisor or other management representative determines that the Employee is the target of possible disciplinary action, the Employer shall notify the Employee of the possibility of disciplinary action before commencing or continuing with an interview of the target Employee. Following that notification, or at the point in any meeting or investigatory interview at which an Employee reasonably believes that he or she may be the target of disciplinary action, the Employee may request a Union representative, and the meeting or interview must stop until a Union representative is present.

(b) The parties expressly agree that the obligation to provide the notification under Section 5(a) is not triggered until the Employer determines that there is a reasonable expectation of disciplinary action against the Employee, and that the Employer may conduct initial fact-finding discussions with the Employee regarding complaints, charges, or issues without providing such notification. The failure of the Employer to notify the Employee of possible disciplinary action before an investigative meeting or interview does not constitute grounds to set aside or modify the discipline unless the Union can show that the Employer has a pattern of disregarding this requirement or can otherwise prove that the supervisor knowingly or intentionally violated the notice requirement.

(c) 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.

6. The Union agrees to provide the Employer with:

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

(b) The names, addresses, and positions held of the local president, vice president(s), secretary, and treasurer and each steward.

The Union further agrees to keep such lists current, and the Employer has no obligation to recognize or deal with any Union official or steward not so designated.

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

(a) The Union agrees that no official of the Union (employee or nonemployee) shall interfere, interrupt, or disrupt the normal work duties of other employees unless authorized by this Agreement or with the express, prior approval of the Director. The Union further agrees not to conduct Union business, including investigation and processing of grievances, during working hours except to the extent authorized by the Agreement or with the express, prior approval of the Director or his 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 Union activities immediately upon the request of the supervisor of the area in which Union activity is to be conducted or upon the request of the steward's immediate supervisor.

(d) Union stewards who wish to attend scheduled Local Union membership meetings shall be permitted to use compensatory time off or flexible work schedules to travel to and attend such meetings provided that the Employer's operations are not unduly affected.

8. Committee members and 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 propose meeting times outside normal working hours.

9. The Union negotiating committee shall consist of not more than five (5)

Employees.

10. In order to provide the Union the ability to provide new Employees with information about membership, the Employer agrees to the following steps:

(a) The Employer will include a brochure or other brief information about the Union in the orientation packet provided to newly hired bargaining-unit Employees, and will also provide the Local Union president or a designee an opportunity to meet with newly hired Employees during the orientation process; and

(b) The Employer shall notify the Local Union president of all newly hired bargaining-unit Employees within ten days of the Employee's hire, together with a home address and telephone extension to reach that Employee.

#### **ARTICLE IV**

##### **No Discrimination**

1. Neither the Employer nor the Union shall discriminate against or in favor of any Employee in a manner which would violate applicable law on account of race, color, religion, creed, national origin, sex, age, or disability.

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

3. Joining or not joining the Union and continuing or not continuing in membership shall be voluntary acts by any Employee. 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, provided that such activity does not otherwise violate this Agreement or applicable law.

4. The Americans with Disabilities Act of 1990 (the "ADA") requires the removal of 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.

## ARTICLE V

### Probationary Employees

1. Newly hired Employees shall be considered probationary for a period not to exceed one hundred eighty (180) calendar days as set forth and defined in the rules, regulations, policies, and procedures of the Employer. Employees retained by the Employer beyond the probationary period acquire seniority retroactive to the first day of reporting for work.

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

3. (a) All promotions within the unit described in this Agreement shall be probationary for a period not to exceed one hundred twenty (120) calendar days. This applies as well to lateral transfers to a different classification in the same pay range, and whenever the term "promotional probationary period" is used in this Article, it covers both promotions and lateral transfers. The 120-day period shall not begin to run until the Employee is actually assigned to the duties of the new position, and the Employer shall provide the Employee with notice of date on which that 120-day period begins. In any event, however, the 120-day promotional probationary period begins to run no later than 45 days after the effective date of the promotion or lateral transfer in the resolution adopted by the Board of County Commissioners, even if the Employee has not yet been assigned to the new position.

(b) Prior to the expiration of the promotional probationary period, the Employee may voluntarily return or the Employer may demote the probationary employee to the classification and rate of pay from which he or she was promoted, and such demotion shall not be subject to the grievance and arbitration procedure of this

Agreement. The pay rate to which such an Employee returns shall include any pay step that the Employee would have received if he or she had not been promoted. An Employee who is promoted from within the bargaining unit to a position outside of the bargaining unit and who fails to complete probation successfully shall have the right to return to his or her prior position and rate of pay, as provided in this Section.

4. If any Employee serving an initial or promotional probationary period is on leave, whether paid or unpaid, at any time during the probationary period, the Employer may, in its discretion, extend the probationary period by the number of days of leave used.

5. The Employer will conduct two evaluations during the probationary period, one at the approximate midpoint, and one before the end of the probationary period. The final evaluation shall determine whether or not the Employee successfully completed either the initial or promotional probationary period. This provision does not bar the Employer from removing or demoting an Employee earlier than that point in the probationary period, however.

6. The Employer will endeavor to provide the Union with written notice at least ten days in advance that the Employee is failing a promotional probationary period.

7. The Union or the Employee may request to meet with the Director to discuss an Employee's failure to complete successfully a promotional probationary period. The Employee may be represented by the Union in this meeting. The Director's decision is final and not subject to the grievance and arbitration procedure. This right to meet with the Director does not apply to initial probationary periods.

8. Employees serving an initial probationary period are not eligible to bid for new jobs under the provisions of Article VI (Job Postings).

9. If an Employee is serving in a promotional probationary period, he or she may bid for other job openings under Article VI (Job Postings). If the Employee is successful, of course, he or she must commence a second promotional probationary period. If such an Employee fails to complete successfully the second promotional probationary period, he or she will be returned to the prior position in which the Employee was serving the first promotional probationary period. At that point, the Employee must restart the first promotional probationary period from

the beginning, and serve out and pass a new, 120-day period for that position.

## **ARTICLE VI**

### **Job Posting**

1. When a vacancy occurs, the Employer shall post for ten (10) calendar days a notice of the opening stating the job classification, a description of the job duties and minimum qualifications, the hours of work and workweek assigned to the position, the rate of pay, the location and person to whom applications must be made, the facility(ies) to which the position is currently assigned, the date of posting, and the final date on which applications will be accepted. The minimum qualifications shall be based on the classification specifications, and the minimum qualifications set forth in the classification specifications may not be changed without notice to the Union and the opportunity to meet and discuss the proposed changes in the Labor-Management Committee. The designation of the facility to which the position is currently assigned shall not be deemed a guarantee that the work will remain there, and the Employer retains the right to reassign Employees among work facilities consistent with the provisions of this Agreement. The Employer shall provide a copy of this posting and the date the Employer expects to fill the position to the Local Union president. In order to allow Employees to offer suggestions on needed skills for new hires, the Employer will add team facilitators to distribution lists for vacancies in bargaining unit positions.

2. Employees who wish to be considered for the posted job must file written application with the Employer by the end of the posting period. The application shall be filed directly with the Human Resources Manager or the Employee's immediate Supervisor by intra office electronic mail.

3. The Employer will decide, in its sole discretion, when a vacancy exists. The bidding procedure as described herein shall only apply to bargaining unit vacancies.

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, performance, and the ability to perform the work in question. If, in the judgment of the Employer, the skill, experience, 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 7 of this Article. The Employer shall post a notice of the person selected after the position has been filled. The Employer will notify in writing all Employee-applicants who were not selected for a position of the decision to fill the position with another candidate, and this notice shall contain a statement that the Employee is welcome to discuss with the management officials who made the decision the basis for the decision and what steps, if any, the Employee might take in order to improve chances for selection or promotion for future positions. Upon the Employee's request, a representative of the Union may participate in the meeting. The parties may agree to extend the period for filing any grievance or appeal thereof until after such a meeting is held.

5. The Employer shall determine whether those applicants who are currently employed are able to perform the work satisfactorily, pursuant to the criteria of Section 4, before considering outside applications. An Employee who is not selected for a position shall be so notified prior to consideration of outside applicants, and shall be provided a statement of the reasons for the nonselection. The Employer may consider outside applicants for positions for which no currently employed applicant is able to perform the work satisfactorily pursuant to the criteria of Section 4.

6. The Employer shall endeavor to complete consideration of currently employed applicants pursuant to Section 5 within thirty (30) calendar days of the close of the posting period. In the event that the Employer cannot meet this time limit, it shall promptly notify the Union of (a) the reason for the delay and (b) the date by which the Employer expects to complete such consideration. If the Employer has not filled a vacant position within sixty (60) calendar days of the close of the posting period, the Employer shall provide a statement to the Union of the reasons why the position has not yet been filled and the anticipated date for doing so.

7. The Union shall have recourse through the grievance and arbitration procedure to challenge an Employer's selection to fill a vacancy not in compliance with this Article. A grievance regarding a job posting selection shall commence at Step 2 of the grievance procedure.

If more than one Employee grieves a job posting selection, the Union agrees to consolidate all of the Employees' grievances into a single grievance. In any such grievance or arbitration proceeding, the burden shall be on the Union to show that the Employer's decision was for arbitrary or capricious reasons.

8. Due to the nature of a position and in order to prevent interruption of service, the County shall have the right to fill a vacant 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 XXVIII of this Agreement governing temporary reassignments. Any temporary reassignment of an Employee to fill a vacant position under this Section shall not exceed forty-five (45) days, unless (a) the parties agree that a longer period is required to allow the reassigned Employee to attain the minimum qualifications for the vacant position or (b) the parties otherwise agree to a longer period.

9. The provisions of this Article do not apply to reclassifications under the provisions of Article XIV of this Agreement.

## **ARTICLE VII**

### **Management Rights**

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

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

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

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

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

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

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

(g) to effectively manage the work force;

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

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

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

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

## **ARTICLE VIII**

### **No Strike or Lockout**

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

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

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

- (a) publicly disavow such action by the Employees;
- (b) advise the Employer in writing that such action by Employees has not been caused or sanctioned by the Union;
- (c) notify Employees, including its local officers and representatives, of its disapproval of such action and instruct such Employees to cease action and return to work immediately;
- (d) post notices on Union bulletin boards advising that it disapproves of such action and instructing Employees to return to work immediately.

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

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

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

## ARTICLE IX

### Seniority

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

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 or layoff up to twelve (12) months, provided that the Employee returns to work immediately following the expiration of such leave of absence or layoff.

(c) For employees hired after January 1, 2010, the amount of time credited for service as a temporary, intermittent, casual, or seasonal employee shall only include time actually worked for Butler County Water and Sewer and shall be converted to a FTE equivalency. This amount of service credit will be added prior to the Employee's last date of hire as a permanent, full-time Employee in the service of Butler County Water and Sewer.

3. Loss of Seniority.

Except as otherwise provided herein an Employee's seniority shall be lost and employment terminated when he or she:

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

(b) is discharged for just cause;

(c) exceeds an official leave of absence;

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

(e) fails to qualify for return from disability separation within eighteen (18) months after the expiration of the sick leave without pay; or

(f) fails to notify the Employer of his or her intent to return to work on a recall from layoff, in accordance with Article XX, Section 6 of this Agreement.

4. Within thirty (30) calendar days of the approval of this Agreement by the Board of County Commissioners and the Employees, the Employer shall provide the Local Union president and post at each of the work facilities identified in Article III, Section 2 a seniority roster listing each Employee and the date on which his or her seniority commences under this Article. Such list shall be updated, posted, and provided to the Local Union president during January of each succeeding calendar year of this Agreement. The Union or the Employee must notify the Director 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.

## ARTICLE X

### Discharge and Discipline

1. The Employer shall have the right to discharge, demote, suspend, or discipline any Employee for just cause.

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

3. With respect to all written disciplinary matters, the Employer will notify the Employee, and the Union, in writing, within a reasonable period of time of any discharge, demotion, 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.

(a) If the Union desires to contest a suspension, demotion, or discharge, it shall give written notice thereof to the Employer within a period not to exceed 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 2 of the grievance procedure.

(b) In the event of a written reprimand, the Employee may request within ten (10) calendar days of its issuance a meeting with the Director to discuss the reprimand. The Employee may have Union representation at this meeting. Following this meeting, the Director may retain, modify, or remove the reprimand, and his or her decision is final.

4. From the time that management informs the Employee that a disciplinary problem exists, the Employer must take one of the following actions within thirty days of the notification: (a) conclude that no disciplinary action is warranted and so notify the Employee; (b) issue a verbal warning, written reprimand, or other corrective action not involving a loss of pay, or (c) endeavor to schedule a predisciplinary hearing. If the investigation remains pending beyond this period, however, the Employer will notify the Employee and the Union of the need for additional time to complete the investigatory process.

5. Prior to the discharge, demotion, or suspension without pay 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 supporting the charges, and an opportunity to present a response to the charges. The Employer will provide the Employee, and the Union, with notice of the hearing no later than seventy-two (72) hours before the hearing is scheduled, unless the Employee waives this time limit. The Director or his or her designee shall conduct this pre-disciplinary 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, with or without pay, pending the hearing. Upon the Union's request, the Employer will provide the Union with the written documentation to be used at the predisciplinary hearing before the hearing. The Union may request a reasonable postponement to review the information before the hearing.

6. (a) Employees are entitled to representation by the Union to the extent provided by Ohio law, including the right to Union representation in any meeting, investigative interview, or hearing which the Employee reasonably believes may lead to disciplinary action against that Employee. At the point at which the supervisor or other management representative determines that the Employee is the target of possible disciplinary action, the Employer shall notify the Employee, and the Union, of the possibility of disciplinary action before commencing or continuing with an interview of the target Employee. Following that notification, or at the point in any meeting or investigatory interview at which an Employee reasonably believes that he or she may be the target of disciplinary action, the Employee may request a Union representative, and the meeting or interview must stop until a Union representative is present.

(b) The parties expressly agree that the obligation to provide the notification under Section 6(a) is not triggered until the Employer determines that there is a reasonable expectation of disciplinary action against the Employee, and that the Employer may conduct initial fact-finding discussions with the Employee regarding complaints, charges, or issues without providing such notification. The failure of the Employer to notify the Employee of possible disciplinary action before an investigative meeting or interview does not constitute grounds to set aside or modify the discipline unless the Union can show that the Employer has a pattern of disregarding this requirement or can otherwise prove that the supervisor knowingly or intentionally

violated the notice requirement.

(c) 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.

7. An Employee may submit for inclusion in his or her personnel file a written rebuttal regarding any written reprimand. Any rebuttal must be submitted within ten (10) calendar days following the Employee's receipt of the written reprimand. The Employee shall sign to indicate receipt of the written reprimand, and above the Employee's signature, the reprimand shall contain this legend: "The Employee's signature indicates receipt, but not necessarily agreement with the contents, of this written reprimand."

8. Upon request of the Employer, an Employee who has been absent from work for a scheduled shift (other than vacation, sick leave, 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.

9. An Employee may request that all or a portion of an unpaid suspension be charged against the Employee's vacation balance in lieu of serving the time without pay, and the Employer may, in its sole discretion, grant or deny this request.

10. 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.

11. (a) For the purposes of this Article and any grievance or arbitration proceeding relating to disciplinary action taken thereunder, records of disciplinary actions shall not be admissible in any pre-disciplinary hearing or grievance and arbitration proceeding after the time periods stated below, which begins on the last date that the Employee engaged in conduct resulting in discipline, provided that the Employer has imposed no further discipline during the specified period.

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

(b) 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 serious mistreatment of members of the public, customers, or other employees. Further, these restrictions do not apply if the Employee or Union argue the Employee's clean work record for the time period preceding these limits.

12. The Union shall receive copies of all written reprimands. In regards to all pre-disciplinary hearings, the Union shall receive a copy of the Director's decision along with any materials that was presented by the Hearing Officer to the Director.

13. Records of disciplinary action that can no longer be considered pursuant to Section 11 of this Article shall be placed in a file separate from the Employee's regular personnel file. In the event this separate file is to be inspected, the Employee shall receive notice and shall be entitled, on request, to be present at the inspection.

## **ARTICLE XI**

### **Grievance Procedure**

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.

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

- (a) the grievant's (or Union representative's) name and signature;
- (b) the grievant's classification;

- (c) the date the grievance was first discussed at the Informal Step;
  - (d) the name of the supervisor with whom the grievance was discussed at the Informal Step;
  - (e) as much information as possible regarding the events giving rise to the grievance, including the date and time, to the extent possible, that such events occurred;
  - (f) the specific provisions of the Agreement alleged to have been violated;
- and
- (g) the remedy sought to resolve the grievance.

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

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

Step 1: Within a reasonable time, not to exceed ten (10) calendar days following the date the grievant 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 Employee's supervisor, the supervisor's manager, and the Human Resources Manager, if available, shall meet with the Employee and Union representative to discuss the resolution of the grievance. The Employer shall give its answer to the Employee and the Union within seven (7) calendar days after the Step 1 meeting. Within this period, the Employee and the Union are 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 seven (7) calendar days after the answer in Step 1, be presented in Step 2 in writing to the Director. Unless the parties agree otherwise, the Director shall conduct a meeting with the Employee and representatives of the Union, including a representative of the Local Union. At this meeting, the

Union may present witnesses and evidence which relate to a resolution of the grievance. A grievance so presented in Step 2 shall be answered by the Employer in writing within fourteen (14) calendar days of the meeting at which it is heard.

Mediation: Prior to initiating Step 3, the parties may agree, in a particular case, to request the assistance of a mediator prior to proceeding to arbitration, in which case the time limit for filing for arbitration shall not begin to run until either party states that the issue is at impasse and declines to pursue further mediation. In any such mediation, the parties shall share any fees and expenses of the mediator equally. The parties must agree on the selection of a mediator, or agree to a mechanism for selection using an organization such as the American Arbitration Association, the Center for Dispute Resolution, or the Federal Mediation and Conciliation Service. Either party may decline a request for mediation, or terminate mediation proceedings at any time. Further, the mediator shall have no power to decide the case or to compel either party to reach agreement or make a concession, and no offers, compromises, or discussions that arise during any mediation session shall be admissible in a subsequent grievance, arbitration, or fact-finding proceeding.

Step 3: Step 3 is addressed in Article XII (Arbitration).

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 provisions of this Agreement.

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.

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

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 or suspension for disciplinary reasons shall commence at Step 2 of the grievance procedure.

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

## **ARTICLE XII**

### **Arbitration**

1. A grievance as defined in Article XI which has not been resolved thereunder may, within thirty (30) calendar days after the completion of Step 2 of the Grievance Procedure, be referred for arbitration by either party to this Agreement by directing a written demand therefor 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 the American Arbitration Association (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 shall be conducted in conformity with AAA rules.

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.

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.

4. The award of the arbitrator hereunder shall be binding upon the Employer, the Employee, and the Union.

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

### **ARTICLE XIII**

#### **Classifications**

1. The Employer shall provide to the Union a copy of all current classification specifications and position descriptions as developed by the County.

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, subject to the provisions of Section 3 of this Article; and

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

3. If the parties agree that a newly created position is outside of the bargaining unit, the parties shall jointly petition the State Employment Relations Board (SERB) for clarification of the bargaining unit. If the parties disagree with respect to the inclusion of such a position, either party may petition the SERB to determine whether or not the position is included within the unit. The parties recognize that the SERB has sole jurisdiction with regard to bargaining unit

determinations.

## ARTICLE XIV

### Reclassification Procedure

1. A job audit may be requested when the Employee believes that he or she has met the qualifications for and is actually performing the duties of a different classification, as directed by his or her supervisor on a daily basis, more closely than the classification to which the Employee is currently assigned. Prior to this request, the Employee must first meet with his or her supervisor, the HR Manager or other BCWS manager, and a Union representative to discuss the Employee's assigned duties and performance thereof and whether a job audit is necessary. If after fourteen (14) calendar days following this meeting, the supervisor continues to direct the Employee to perform the duties of a different classification on a daily basis, at the request of the Employee or Employer, the Human Resources Office shall conduct a job audit to determine whether the Employee is properly classified.

2. Any request for a job audit or reclassification shall specify:

- (a) The classification in which the Employee currently serves;
- (b) The reasons supporting the request for reclassification; and
- (c) The classification to which the Employee seeks to be assigned.

3. As part of the job audit, the Human Resources Manager may in his discretion gather information regarding the request. The Human Resources Manager shall make his recommendation to the Director no later than thirty (30) calendar days after the request for reclassification was filed.

4. The Director shall issue a written determination granting or denying the request within ten (10) calendar days of his receipt of the Human Resources Manager's recommendation.

5. If the request involves a new classification, the procedures of Article XIII (Classifications) shall apply.

6. The Employer may propose reclassification of an Employee on its own initiative when the Employee has met the qualifications for and is substantially performing the duties of a different classification more closely than the classification to which the Employee is currently assigned. When the Employer proposes to reclassify an Employee under this procedure, the Employer shall post a notice of the proposed reclassification for at least thirty (30) calendar days before it takes effect. Reclassifications under this Section shall not be used to fill vacancies created by the promotion, termination or resignation, or transfer of existing Employees.

7. The Union shall have recourse through the grievance and arbitration procedure to challenge an Employer's decision on a job audit or reclassification request not in compliance with this Article. In any such grievance or arbitration proceeding, the burden shall be on the Union to show that the Employer's decision was for arbitrary or capricious reasons.

## **ARTICLE XV**

### **Subcontracting**

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.

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

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

meaning of this Agreement.

4. The Employer agrees to meet with the Union to consult and discuss any decision to contract out work that is also performed by bargaining-unit Employees, even if it does not result in abolishing positions or laying off Employees. This commitment is not intended to expand or reduce the scope of mandatory bargaining under Ohio law or this Agreement. The parties further agree that this Section does not bar the Employer from proceeding immediately with subcontracting in emergency or other time-sensitive situations, provided that the subcontracting does not fall under the bargaining obligation of Sections 1 or 2 of this Article.

## **ARTICLE XVI**

### **Seasonal Employees**

1. The Employer may employ seasonal employees, provided that no seasonal employee shall serve more than six (6) months in any calendar year.

2. The Employer shall not employ seasonal employees in any classification higher than the lowest classification in each classification series. Bargaining-unit Employees shall have preference for overtime work over seasonal employees. Seasonal employees may not be used in any classification in a classification series in which any Employees are on layoff or in a manner which results in the layoff of Employees subject to this Agreement.

3. Neither seasonal employees, as set forth in Section 1 of this Article, students within the meaning of Section 4117.01(C)(11) of the Revised Code, nor casual employees within the meaning of Section 4117.01(C)(13) of the Revised Code are part of the bargaining unit or covered under the terms of this Agreement.

## **ARTICLE XVII**

### **Health and Safety**

1. The Employer shall provide working conditions in compliance with applicable requirements of the State of Ohio and the Federal government. The Employer shall provide

required safety gear and equipment, in accordance with the provisions of Article XXXIV of this Agreement.

2. In accordance with past practice, the Employer shall promulgate safety rules, regulations, and procedures, and specify safe working methods, that may be necessary, in the judgment of the Director, to meet the Employer's obligations under this Article. The Employer shall post on Employer bulletin boards a copy of any safety rule, regulation, or procedure within fourteen (14) calendar days of its adoption, and shall provide a copy thereof to the local union president within seven (7) calendar days of the date of posting. It is the duty of all Employees to use appropriate safety equipment and to follow all safety rules and safe working methods. Violations of safety rules may constitute cause for disciplinary action.

3. Employees are responsible for the proper use and care of the equipment, tools, and vehicles provided, along with the responsibility of reporting any unsafe working conditions to the appropriate supervisor. If an Employee has reason to believe that his or her safety or health are in danger due to an unsafe working condition or unsafe equipment, the Employee shall inform his or her supervisor or the supervisor's designee, who shall have the sole responsibility to determine what action, if any, shall be taken, including whether or not the job should be shut down. 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.

4. When the Employer provides new or existing equipment, machinery, or gear, the safe use of which requires training of the Employees involved, the Employer will provide the training necessary for the Employees to use the equipment, machinery, or gear in accordance with safe working methods.

## **ARTICLE XVIII**

### **Safety Committee**

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

2. The BCWS Safety Committee shall comprise an equal number of management and Union representatives, and shall be of a size determined by the parties. Butler County's chief safety officer shall serve as one of the Employer's members on the Safety Committee as well as the Chair of the Committee. In addition to the BCWS Safety Committee, a county-wide Safety Committee shall be established so that the various offices and departments can look for opportunities to adopt consistent policies and jointly offer safety training. The Employer and the Union will each appoint one representative to a county-wide Safety Committee and agree to participate.

3. The Safety Committee may recommend to the Director proposals not inconsistent with this Agreement regarding work methods, safety gear, and equipment to improve Employee safety, and additions to or changes in work rules or procedures regarding Employee safety. Any such recommendations shall be communicated to the Director in writing. The adoption of such recommendations or proposals lies in the discretion of the Employer; provided that the Director shall provide a written explanation of the rejection or modification of any proposal.

4. As provided by law, the Employer is responsible for issuing all necessary rules and procedures for employee health and safety, and for training and informing Employees on those rules and procedures. Copies of these rules and procedures shall be distributed to Employees during these training programs, and shall be kept readily available for Employees throughout the Department. Employees are responsible for becoming familiar with and complying with all health and safety rules, regulations, and procedures established by the Employer.

## **ARTICLE XIX**

## Labor-Management Committee

1. Meetings will be scheduled at the request of either party (Union or the Employer) to discuss problems of concern of the parties in the Labor-Management area. Meetings will not be held more frequently than quarterly, unless the parties agree otherwise.

2. The Labor-Management Committee is to consist of no more than four (4) designated committee members and a Business Agent, from the Union, and no more than four (4) representatives appointed by the Employer.

3. No later 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. At the same time the Union shall notify Management of the names of the bargaining-unit Employees, to a maximum of four (4), who will be in attendance. The parties shall consider, in alternate order, the consecutively placed items from each list.

4. Those items not considered during a Labor-Management meeting may be resubmitted in writing for agendas of subsequent meetings.

## ARTICLE XX

### Layoffs

1. Grounds and Order of Layoff. The Employer shall determine whether layoffs or job abolishments are necessary for lack of work, lack of funds, or reasons of economy or efficiency. A job abolishment shall mean the permanent deletion of a position from the organization structure of the Employer. If it is determined that layoffs or job abolishments are necessary, the Employer shall proceed as set forth in this Article.

2. As the first step following the decision to layoff or abolish the positions of Employees, the Employer may, with the consent of the affected Employees, transfer them into vacant positions in classifications in the same or lower pay range, provided that the Employee meets the minimum qualifications for the new classification and remains presently able to perform the work in question. Such transfers in lieu of layoff shall be made without posting the

vacancy as provided in Article VI, Section 1. These transfers are discretionary, and either the Employer or the Employee may decline to allow such a transfer before proceeding with the layoff procedures as otherwise provided in this Article. Employees transferred pursuant to this provision remain eligible for recall under Section 8 of this Article, as this transfer will be treated as a displacement for purposes of that Section.

3. If the affected Employees are not transferred to vacant positions as provided in Section 2 of this Article, Employees will be laid off in the following order in the affected classifications:

- (a) Temporary Employees;
- (b) Intermittent and seasonal Employees;
- (c) Probationary Employees;
- (d) Permanent part-time Employees who have completed their probationary periods; and
- (e) Employees by classification in order of inverse seniority and their present ability to perform the remaining work available.

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

- (a) The Employer shall send the notice by certified or registered mail at least fourteen (14) days prior to the effective date of the action to the Employee's last known address; or
- (b) The Employer shall hand-deliver the notice at least ten (10) calendar days prior to the effective date of the action.

5. Grant-Restricted Funds. If the Employee's wages are paid through grant monies or restricted funds, and such monies or funds are terminated without prior notification to the Employer, the Employee may be laid off effective immediately upon receipt of notice under

Section 4(a) or (b) of this Article, subject to the displacement and recall provisions of the remainder of this Article.

6. Bumping Rights. Employees may displace (bump) the least senior Employee in a lateral or lower classification in the same primary classification series provided that the Employee has more seniority than the Employee displaced and is presently qualified to perform the work. If there are no less senior Employees in the primary classification series, then the Employee may bump the least senior Employee starting in the classification in the secondary classification series in the pay range lateral to or just below that currently held by the Employee, and moving down the secondary series as necessary to reach less senior Employees. If there is more than one classification in the same pay range lateral to or just below that held by the bumping Employee, the Employee may only choose to bump the less senior Employee in the classifications at that pay range. In all cases, the Employee must be presently qualified to perform the work, including having all required licenses for the position. Primary and secondary classification series are set forth in Appendix 1 to this Agreement. If no permanent, full-time Employee is available to be bumped, an Employee may also bump any temporary, intermittent, seasonal, or permanent, part-time Employee in the Secondary Classification Series, provided the Employee is presently qualified to perform the work, and an Employee who does so assumes the appointment status of the temporary, intermittent, seasonal, or part-time Employee who has been bumped. Employees displaced pursuant to this Section may in turn displace less senior Employees in their classification or, if there are none, the least senior Employee remaining in a lateral or lower classification in the same primary or secondary classification series as specified in this Section, 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 in the lowest classification in the applicable classification series has been reached and, if necessary, laid off. Employees who are displaced pursuant to this Section or under the procedures of Section 2 shall be assigned to the pay step in the pay range of their new classification that is equal to *or* closest to but not higher than their previous rate of pay.

7. 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 this Agreement (Hours of Work and Overtime).

8. Recall. An Employee who is laid off (including through job abolishment) shall be placed on a recall list for a period of two (2) years. If there is a recall, Employees on the recall list shall be recalled to the classification from which they were laid off or any classification assigned a lateral or lower pay range in the primary or secondary classification series for which the Employee would have been eligible to bump originally, starting with the most senior Employee that is laid off, provided they are presently qualified to perform the work in that classification. If an Employee has been displaced from his or her original classification in the course of a layoff but remains employed by the BCWS at the time of the recall, that Employee is only eligible for recall to his or her original primary classification series prior to the layoff. Employees who are eligible for recall shall be given seven (7) calendar days' notice of recall, and notice of recall shall be served personally upon the Employee or 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 five (5) calendar days after receiving notice of recall. An Employee who declines an offer of recall shall not be eligible for recall to that classification or any classification at that pay range or lower. The Employee shall report to work within fourteen (14) calendar days of the receipt of the notice of recall, or his or her recall rights are waived. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address provided by the Employee, it being the obligation and responsibility of the Employee to provide the Employer with his or her latest mailing address.

9. An Employee or the Union may pursue through the grievance and arbitration procedure of this Agreement the application of or an alleged violation of this Article with regard to a particular layoff or job abolishment, including but not limited to whether the decision was, in fact, based on one of the grounds stated in Section 1. 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 provided that the decision was, in fact, based on one of

the grounds stated in Section 1.

10. The County shall provide the Union with a list of bargaining-unit Employees by classification and date of appointment to that classification.

11. Employees laid off pursuant to this Article may be eligible for unemployment compensation pursuant to Ohio law.

12. If two Employees have the same seniority date, this tie will be broken by a coin flip in the presence of both Employees and a Union representative. If more than two Employees have the same seniority date, this tie will be broken by drawing lots in the presence of all Employees involved and a Union representative.

## **ARTICLE XXI**

### **Performance Evaluation**

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

(a) Probationary Employees – once at the approximate midpoint of the probationary period and again before the end of the probationary period.

(b) Permanent Employees -- once annually, either within a period of sixty (60) days preceding the Employee's anniversary date, or during a fixed period yearly, as designated by the Employer.

2. An Employee may review with the Human Resources Manager an unsatisfactory evaluation, and have the right to make written objections to be included in his or her personnel file. The Employee if he or she wishes may send a copy of the written objections to the Director.

3. The Employee shall sign the evaluation form to indicate that he or she received and reviewed it. Above or below the space for the Employee's signature on the form shall

appear this legend: "Your signature indicates that you have received and reviewed the evaluation, but not necessarily agreement with its contents."

4. Upon the request of an Employee who has completed the probationary period, the supervisor of the Employee's rater shall meet with the Employee and the rater to discuss concerns that the Employee has about the performance evaluation. The Employee may have a Union representative present at this meeting if the Employee wishes. The rater's supervisor may affirm or modify the performance evaluation after this meeting, and the decision of the rater's supervisor is final and not subject to the grievance and arbitration procedures.

5. If a supervisor fails to complete the Employee's performance evaluation by the time of an across-the-board increase provided under Article XXXVIII, then the Employee shall be granted a step increase at the same time as the across-the-board increase, unless the Employee's pay is already at the top of the pay range.

## **ARTICLE XXII**

### **Personnel Records**

1. Within a reasonable time of a 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 personnel file at a time mutually agreeable to the Employee and the Employer. Such inspections shall take place during lunch or break periods or other nonworking time, unless otherwise agreed by 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.

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.

3. The Employer shall serve a copy upon the Local Union President a copy of all written disciplinary actions issued against an Employee.

### **ARTICLE XXIII**

#### **Rest Periods and Clean-up Time**

1. The Employer shall provide two fifteen (15) minute rest 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 or work-crew leader, based upon the Employer's operational needs at the particular work site. 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.

2. An Employee in Field operations may be granted a period, not to exceed ten (10) minutes, for clean up at the end of the Employee's work day, as needed, with the authorization of his or her supervisor or work-crew leader.

### **ARTICLE XXIV**

#### **Unpaid Leave**

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, childbirth, and related medical conditions. In addition, the Employee may use any accrued vacation leave. Following exhaustion of accrued sick leave, the Employee may request sick leave without pay for maternity purposes ("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 substantial and material duties of her position because of her pregnancy, recovery from childbirth, or related medical conditions, including reasonable pre-delivery, delivery, and recovery time, as certified by a licensed physician. Within thirty (30) days of the termination of the 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 provide family and medical leave in accordance with the Family and Medical Leave Act of 1993, as amended, and so long as such Act continues in effect. Requests for such leave shall be considered in accordance with the Employer's FMLA Policy attached to the Agreement as Appendix II. 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.

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.

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, the Employer shall continue group health insurance coverage at the expense of the Employee to the extent required by federal law; provided, further, that the Board of County Commissioners shall continue group

health insurance coverage in force, at the expense of the Employer, for the same period as is offered to other County employees generally, not to exceed the first ninety (90) days of a leave without pay.

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 take such disciplinary action as it may deem appropriate, including discharge.

## ARTICLE XXV

### Hours of Work and Overtime

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

2. (a) The Employer shall set work schedules and starting times, which shall remain flexible based upon the needs of the Employer. The Employer may restructure the normal work day or work week for the purposes of promoting efficiency or improving services. In the event the proposed change is of a permanent nature, the Employer agrees to meet and confer with the Union regarding the proposed change.

(b) The Employer shall not restructure the work schedule of an Employee under subsection (a) with the intent to discipline an Employee without just cause.

(c) The Union may propose, subject to the agreement of the Employer, modified summer work hours in certain classifications, sections, and work sites. Nothing in this Section shall require the Employer to agree to modified summer work hours in any unit, nor does this Section impair the Employer's right to set work schedules generally as provided in this Article. Further, the Employer may, with notice to the affected

Employees and to the Union, modify absence call-in procedures in recognition of the changed summer work hours.

3. (a) An Employee working in excess of forty (40) hours in one week, as defined by The Fair Labor Standards Act of 1938, as amended (the "FLSA"), shall, as specified by the Employee, either be paid cash at one and one-half times his or her regular rate or compensatory time off on the basis of one and one-half hours off for each hour of overtime worked; provided, however, that the Employer may notify an Employee in advance and in writing that he or she will be compensated for overtime in cash only, for a specified period, in cases where the Employer has determined that the Employee has a pattern of frequent absences or tardiness. Time off to use earned compensatory time will be granted within a reasonable time of the Employee's request, not to exceed forty-five (45) days, unless granting the request would unduly disrupt the operations of the Employer. No Employee shall be permitted to accrue more than eighty (80) hours of compensatory time, and hours of compensatory time in excess of these limits shall be converted to cash at the Employee's regular rate of pay on those dates. Any Employee who has accrued unused compensatory time to the maximum compensatory time limit shall be paid in cash for additional overtime worked. If an Employee is paid in cash for accrued compensatory time, he or she shall be paid at the Employee's regular rate at the time of payment. Upon termination of employment, unused compensatory time shall be paid at the Employee's average regular rate for the last three (3) years of employment or the Employee's final regular rate, whichever is higher.

(b) For purposes of this Article, "hours worked" shall include vacation leave, holiday leave, personal leave, and sick leave used for funeral purposes used during the workweek in addition to the definition of "hours worked" contained in the FLSA.

(c) 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.

(d) No Employee shall work more than sixteen (16) hours consecutively or within a twenty-four (24) hour period, measured from the start of the Employee's

regularly scheduled work shift. Employees are responsible for monitoring this time, provided that their failure to monitor the time or cease work shall not be grounds for disciplinary action. The following additional provisions apply to this limitation on continuous work.

(1) After the Employee works sixteen (16) hours continuously or during a twenty-four (24) hour period, he or she must receive at least eight (8) hours off duty before the Employee can resume work.

(2) If the Employee would be next on a list for overtime and is unable to accept an overtime assignment offered because of this mandatory, eight- (8-) hour rest period, that Employee shall have the right of first refusal for the next overtime opportunity on the same list.

(3) The Director of the Water and Sewer Department may suspend these time limits and the other provisions of this Article relating to work hours and assignments based on a finding of an emergency that is causing a large scale impact on the system or a threat to public health.

(4) Either the Union or the Employer may request a meeting of the Labor-Management Committee to discuss possible options to resolve staffing problems that may cause service disruptions as a result of this limit on hours of continuous work.

(e) Notwithstanding the other provisions of this Section, an Employee required to work in excess of sixteen (16) consecutive hours shall receive two times his or her regular rate of pay for all hours worked in excess of the sixteen (16) hours, irrespective of the number of hours worked in the remainder of that work week. For purposes of this subsection 3(e), a break of less than two (2) hours shall not disqualify an Employee from earning double time for working more than sixteen (16) consecutive hours, provided that the actual hours worked by the Employee, exclusive of the break, totals more than sixteen (16) hours.

4. (a) In the scheduling of overtime, the Employer shall give priority to available

Employees over temporary, seasonal, or casual employees. This section shall not be construed to require the Employer to reduce the normal work schedule of temporary, seasonal, casual, or part-time employees to create overtime for Employees within the bargaining unit.

(b) The Employer shall not otherwise discriminate against Employees on the basis of their inclusion within or exclusion from the bargaining unit in the scheduling of overtime.

(c) Upon request of the Union local president, the Employer shall supply to the president a copy of the overtime rotation lists.

5. The Employer shall, to the extent practicable, distribute hours of overtime work among all employees (including nonbargaining-unit employees) on an equitable basis, in accordance with the following procedure. The parties may agree to adopt an alternative procedure for assigning overtime in a particular Section, but any such alternative procedure requires the agreement of both the Employer and the Union.

(a) An overtime assignment shall be first offered to the Employee, within the section in which the work is to be performed, whose name appears below the name of the last Employee who worked or declined overtime as indicated on the most recently updated list maintained pursuant to subsection (c) of this Section. After all Employees in the section have been contacted and no one has accepted the assignment, the overtime shall be offered to Employees on specialized lists, when applicable and practicable. If no Employee has accepted the overtime from the applicable lists, the Employer may offer the overtime to non-bargaining unit employees before assigning mandatory overtime. Assignment of mandatory overtime is governed by the procedures specified herein and in subsections (e) and (f) of this Section. If overtime is refused by all employees within a section, then the supervisor may assign the work to the employee whose name next appears on this list or may offer the overtime to qualified employees in other sections. If an employee accepts overtime, he or she is required to work the overtime.

(1) Unless the Employer determines otherwise, the SCADA monitor shall contact Employees for overtime assignments. In the event of any grievance

regarding contacts made by a SCADA employee, the Employer still bears the responsibility for any error or non-compliance.

(2) In order to facilitate contacting Employees, Employees shall be asked to provide, on a voluntary basis, the telephone numbers for personally-owned mobile telephones and pagers.

(3) If an Employee fails to answer a call or page for an overtime assignment, or the person making the call reaches an answering machine at the Employee's residence, the Employee will be deemed to have declined the overtime opportunity.

(b) Any work assigned to a specific job classification on a regular basis shall normally be performed, in overtime situations, by persons in that classification when practicable.

(c) Overtime shall be equalized among employees as much as practicable, as provided in this Section. The Employer shall keep a rotating, alphabetical list of Employees by Section, except those Employees who have indicated that they do not want to be contacted for voluntary overtime. New Employees of a Section or Employees who have indicated an interest in working overtime after removing themselves from the list shall be placed into the overtime rotation list alphabetically. Employees who are included on the overtime list may thereafter remove themselves from the list, provided that all Employees remain subject to assignment of overtime as provided in Section 5(e) and (f) of this Article, irrespective of whether or not they have indicated an interest in working overtime. The Employer will update these overtime lists on an annual basis and will review the lists and overtime process with the Union at a Labor/Management Committee meeting.

(1) The Employer may also maintain specialized overtime lists based on qualifications needed to perform certain tasks, and such lists may contain employees from multiple sections of the Department. Employees are responsible for signing up for such lists if interested. Management will determine whether Employees who have signed up on these lists meet the qualifications to perform

the specialty tasks.

(2) When the Employer assigns overtime to Employees who perform a specialized function as provided in subsection 5(c)(1) above and who are outside of the section in question, the Employer shall offer the work to the eligible Employee on the specialized list whose name next appears.

(d) Overtime worked in response to a call while on stand-by duty shall not be recorded or assigned under the procedures of this Section. Employees assigned to stand-by duty shall only be eligible under this Article for overtime assignments with the approval of the Employee's supervisor and, where relevant, the supervisor for the section in which the overtime is worked, and the Employee must do so with the understanding that the stand-by duty assignment takes priority.

(e) The Employer reserves the right to assign overtime work to an employee with the skills, experience, or qualifications necessary, in the judgment of the Employer, to perform a particular overtime assignment in such cases where the specialized skills, experiences, and/or qualifications required are greater than those of the employee who would have been scheduled, irrespective of the employee's standing in the overtime rotation. Further, if the Employee has been performing job duties during his or her regular shift, and the duties continue past the end of that shift, the Employer may assign that Employee to continue the work, irrespective of the applicable overtime list. In the event of an emergency as declared by the Board of County Commissioners or the Director, the Employer may assign overtime to available employees and the requirements of this Section will be suspended for the duration of such emergency.

(f) The Employer further reserves the right to require Employees to work overtime when:

(1) A sudden occurrence or weather conditions demand prompt action and the work must be performed within a limited time; or

(2) Operational needs require work to be performed and not enough Employees on the applicable list(s) have agreed to work overtime in order to

complete the work as needed, in which event the Employer shall assign the work to Employees whose names next occur on the list of all Employees who are qualified to perform the work in the classification and Section that normally perform the work, whether or not on the list of Employees who have requested overtime. Assignments from this list for mandatory overtime shall be made on a rotational basis, as is done with the lists for voluntary overtime opportunities.

(g) An Employee who is involuntarily assigned overtime that is “scheduled” within the meaning of Article XXVII, Section 1 (Call Out and Reporting Pay), and thereby does not fall within the definition of “call out time,” shall be credited for a minimum of one (1) hour worked. This minimum guarantee applies to scheduled overtime separate from the Employee’s work day and not overtime work that extends past the Employee’s normal quitting time. Pursuant to Article XXVII, Section 5, Employees are not entitled to be paid for their drive time between home and the work site for overtime under this subsection.

(h) The Employee is responsible for maintaining a current and correct address and telephone number with the Employer.

## ARTICLE XXVI

### Shift and Work Week Assignments

1. The Employer may schedule shifts for designated sections and facilities in accordance with the provisions of this Article. For purposes of this Article and Article XXV (Hours of Work and Overtime), the Upper Mill Creek Water Reclamation Facility and the LeSourdsville Water Reclamation Facility shall each be considered a single facility. Package plants staffing may be scheduled from either the Upper Mill Creek or LeSourdsville facility, in the discretion of the Employer.

2. The Employer may adjust the start and stop times of any shift, subject to the Employer's obligation to meet and bargain with the Union regarding such permanent change upon receipt of a timely request from the Union therefore: Shifts shall be defined as follows:

(a) Second shift: At least one-half of the hours fall between 2:00 p.m. and 12:00 a.m.

(b) Third Shift: At least one-half of the hours fall between 10:00 p.m. and 8:00 a.m.

3. The parties recognize that the day and shift assignments for various sections and facilities are subject to revision, including but not limited to the addition or deletion of a shift or other alteration of the shift or work day structure, based upon the addition of new positions, changes in technology, change in personnel, unanticipated problems with the schedules set forth in this Article, or other operational needs. Prior to implementing any proposed change of a permanent nature, management shall provide thirty (30) days' written notice to the Union and the affected Employees and, upon request, meet and bargain with the Union regarding the proposed change. Nothing in this Section, however, constitutes any waiver of management's basic right to assign and schedule Employees. As used in this Agreement, the term "bargain" shall be defined as provided in Section 4117.01(G) of the Revised Code.

4. The Union may raise any safety-based concerns that it may have regarding minimum staffing levels on a particular shift in a facility in a meeting of the Labor-Management Committee, consistent with the understanding that management retains the right to schedule and assign Employees.

5. Schedule assignments, including shift and work day assignments, will be filled on a volunteer basis to the extent practicable. If staffing needs still exist after the volunteer period, schedule assignments will be made on the basis of inverse seniority at the particular facility. If more eligible Employees volunteer for a shift and/or a work week assignment than there are available positions, the Employer shall select Employees on the basis of seniority at the particular facility.

6. Changes in Schedule.

(a) Schedule assignments shall be for a period of six (6) months, at which time more senior Employees who have volunteered for a shift and/or work week assignment will have the right to displace (“bump”) an Employee with less seniority in the same or lower classification from his or her shift and/or work week assignment; provided that no Employee may bump an Employee with less seniority from a shift or work week assignment more frequently than once per calendar year. This provision, however, does not restrict the number of times that a less senior Employee can be bumped. Further, changes in schedule assignments under this Section 6(a) will not be effective until the required training of replacements is completed and the replacement Employee is able to perform responsibilities of the new schedule assignment and the Employer has given notice to the affected Employee(s) at least thirty (30) days prior to the schedule change.

(b) When an Employee is reclassified to a position that is subject to assignments under this Article, an Employee with more seniority can bump a newly reclassified Employee in the same classification from his or her shift and/or work week assignment.

(c) The Employer may not reassign an Employee to a different work shift or different assigned days of the work week to fill vacancies in order to minimize overtime liability unless the Employer has given notice to the affected Employee at least thirty (30) days prior to each date changed on the Employee’s schedule.

(d) If the Employer requests an Employee to adjust the work schedule creating assignment to a different shift or weekend work day within the meaning of this Article, the Employee shall receive the applicable shift or weekend differential for the duration of the reassignment. This does not apply to Employee-initiated flexible schedules.

7. Management reserves the right to assign Employees to facilities. If management reassigns an Employee to another facility in a manner that would change the Employee’s shift or scheduled work days, and such reassignment is not a temporary assignment not to exceed thirty (30) days, the Employee may bump an Employee with less seniority in the same or lower

classification at that facility from his or her shift and/or work week assignment.

8. The Employer shall pay differentials for shift work and/or weekend work schedules at the rate of:

(a) Second shift - \$.48 per hour.

(b) Third shift - \$.48 per hour.

(c) Employees shall receive the equivalent of twice the shift premium for Saturday or Sunday work hours. For shifts starting on one day and ending on another, only those hours actually worked on Saturday or Sunday shall receive the weekend premium.

Eligible Employees will receive both shift and weekend premiums. Overtime compensation for Employees shall be based on the Employee's regular rate of pay, including any shift premium (but not Saturday or Sunday), irrespective of the actual hours or days during which the overtime is actually worked. An Employee who is reassigned to another shift using a flexible schedule to cover a vacancy, but who does not incur overtime as a result of the reassignment, shall receive the applicable shift or work week premium for the shift worked.

9. Call-in and Reporting Procedure for Shift work.

(a) If a second- or third-shift Employee is unable to report for his or her scheduled shift, the Employee must call the SCADA Operator (or designated supervisor or manager) within two (2) hours of his or her start time (e.g., 9:30 p.m. for a 11:30 p.m. start, 1:30 p.m. for a 3:30 p.m. start).

(b) When an Employee is unable to work his or her scheduled shift, the SCADA Operator (or designated supervisor or manager) will ask for volunteers from the overtime list of qualified Employees. In Wastewater Operations, this list shall include only those Employees who are assigned to the facility in question. If there are no volunteers, the SCADA Operator (or designated supervisor or manager) will offer the overtime to a qualified supervisor. If the supervisor declines the overtime assignment, then the SCADA Operator shall contact a designated supervisor or manager, who shall

assign the qualified Employee from the required classification at the facility in question whose name next appears as shown on the most recently distributed overtime list. If the shift assignment involves work for which a specialized list of Employees has been designated, then the SCADA Operator (or designated supervisor or manager) shall offer the work to Employees on the specialized list, whether or not employed in the same facility, before offering the overtime to a supervisor.

(c) Wastewater Operator Helpers will not be asked or assigned to work for the operator in charge unless there is an emergency situation and with the prior notification and approval of the Chief Operator.

(d) In the event that an Employee is involuntarily assigned to work pursuant to this Section, the overtime worked shall not be charged to the Employee for purposes of determining the Employee's rank in the overtime rotation list.

(e) Overtime lists and assignments shall be kept separately for each particular facility, provided that in the event of an emergency, Employees from any facility may be contacted.

(f) If an Employee is unable to come in for an assigned weekend shift, then an emergency situation exists and the procedure outlined in Article XXV, Section 5(f)(2) of this Agreement shall be used. The call-in procedure for the weekend is the same as during the week.

(g) An Employee who is called into work outside his or her regularly scheduled work shift, and who works at least six (6) hours or the equivalent of a full shift (for Employees working in an overlapping shift) outside of the normally scheduled work hours, may be entitled to use vacation time or compensatory time off in lieu of working his or her next scheduled shift. The supervisor may deny the request to use vacation or compensatory time off when another Employee on the scheduled shift is absent, or for other reasonable grounds. The supervisor may not deny an Employee's request to use vacation time instead of compensatory time off, however, with the purpose of affecting the Employee's eligibility to earn premium pay for the overtime worked.

(h) With regard to call-out and overtime assignment procedures for shift work, this Section supersedes the procedures of Article XXV, Section 5 of this Agreement.

## ARTICLE XXVII

### Call-Out Pay and Reporting Pay

1. (a) Call-out time shall be defined as unscheduled work assigned by the Employer performed at a time disconnected from the Employee's normal hours of work and only if the Employee is required to respond in person to a work site. An Employee who works call-out time shall be paid for actual hours worked at the applicable rate, but in no event shall receive less than the equivalent of four (4) hours straight-time pay at the Employee's regular rate, or the equivalent of six (6) hours straight-time pay for Employees who work call-out time on a holiday (except Christmas Eve and New Year's Eve), defined as provided in Article XXIX, Section 5(a).

(b) Work shall not fall within the definition of "unscheduled" under this Article if either of the following is true:

(1) the Employee has been assigned the work prior to the end of the Employee's last, scheduled work shift before the work is to be performed;  
or

(2) the Employee has accepted the overtime under the overtime list procedures of Article XXV (Hours of Work and Overtime), provided the overtime assignment commences at least eight (8) hours after the Employee is contacted. This eight- (8-) hour period shall be measured from the time the Employee receives the call to the time when the Employee is assigned to report to the job.

Accordingly, an Employee who is involuntarily assigned overtime after the end of the Employee's last scheduled work shift will still be eligible for call-out pay under the provisions of this Article.

2. Scheduled overtime will be compensated as provided in Article XXV (Hours of Work and Overtime).

3. The provisions of this Article shall not be construed to change the procedures or rules for offering overtime opportunities or assigning overtime as set forth in Article XXV (Hours of Work and Overtime).

4. Employees shall not be entitled to a separate, four-hour guarantee of call-out pay for calls received during the four-hour period following the first call, or for a six-hour period, for holiday call-outs.

5. Employees who must respond to a call out shall be compensated for their drive time between home and the work site, but this shall not apply to scheduled work outside of normal hours as defined in Section 1(b) of this Article.

## **ARTICLE XXVIII**

### **Temporary Reassignments**

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 an increase of five percent (5%) above the Employee's regular pay rate, whichever is greater. If a nonemergency temporary reassignment involves a change in schedule, then the Employer will meet with the affected Employee to coordinate the reassignment and will allow a reasonable opportunity to adapt to the new schedule.

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.

3. The three-day period provided in Sections 1 and 2 shall commence when the Employee is directed in writing to assume the duties of the higher classification by the Director,

Division Head, Human Resources Manager, or other manager or supervisor designated by the Director. A copy of that notice shall be sent to the Human Resources section and the Union.

4. In the event the period of a temporary reassignment exceeds thirty (30) days, the Employer shall provide written notification to the Union of the reason for such temporary reassignment and its anticipated duration, with a copy to the Employee and the Human Resources section. If the temporary reassignment is continuing for more than sixty (60) days, another notice of the reason for the continuation of the reassignment shall be sent to the Union, the Employee, and the Human Resources section. At this point, the Union may request a meeting of the Labor-Management Committee to discuss plans for the temporary reassignment and issues relating to it. If at that meeting the Employer specifies a new anticipated duration of the temporary reassignment, and the reassignment continues beyond that date, the Employer shall issue another notice of the extension to the Employee, the Union, and the Human Resources section, and the Union may again request a meeting of the Labor-Management Committee to discuss issues relating to the temporary reassignment. No temporary reassignment shall last more than one (1) year without the approval of the Union and the Employee who has been reassigned.

5. An Employee will be considered to perform the duties of a higher classification when he or she performs substantially all of the duties of that classification necessary while working in the higher classification.

6. The Employer shall determine temporary reassignments from among Employees in the classification(s) from which the assignments are to come based upon the skill, experience, performance, and the ability to perform the work in question. If, in the judgment of the Employer, the skill, experience, performance, and ability to perform the work of two or more Employees are equal, seniority shall govern.

7. 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.

8. The Employer shall not schedule Employees for temporary reassignment in an arbitrary or capricious manner with the intent to evade the obligation to give Employees who perform the duties of a higher classification for three (3) or more consecutive work days the

temporary pay adjustment provided in Section 1 of this Article.

9. In addition to the provisions of the remainder of this Article, an Employee who is directed by the Employer to perform the duties of a higher classification, as defined in Section 4, in hours of overtime scheduled in advance, shall receive a temporary pay adjustment to the base pay of the classification in which the work is performed or an increase of five percent (5%) above the Employee's regular pay rate, whichever is greater. Overtime pay for such work shall, for the hours actually worked in the higher classification, be paid in cash at the adjusted rate, and any premium pay required pursuant to Article XXV shall be calculated using the adjusted rather than regular rate.

## ARTICLE XXIX

### Holidays

1. (a) Employees shall be entitled to the following holidays as observed by the Employer:

- (1) New Year's Day
- (2) Martin Luther King's Birthday
- (3) President's Day
- (4) Memorial Day
- (5) Independence Day
- (6) Labor Day
- (7) Veterans' Day
- (8) Thanksgiving Day
- (9) Day after Thanksgiving Day
- (10) Christmas Eve Day-only if the County Commissioners grant this holiday to nonrepresented employees of Butler County during the term of this Agreement
- (11) Christmas Day
- (12) New Year's Eve Day-only if the County Commissioners grant this

holiday to nonrepresented employees of Butler County during the term of this Agreement

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

(b) Christmas Eve Day and New Year's Eve Day shall be observed on the business day preceding the day on which the Christmas and New Year's Day holidays are observed, respectively, provided these days are "holidays" granted to nonrepresented employees of Butler County during the term of this Agreement.

2. In observance of the above holidays Employees will normally be scheduled off and paid their regular rate of pay for the holiday. However, if Employees covered by this Agreement are required to work on any of the above holidays, they will be compensated in compensatory time or in cash, selected pursuant to Article XXV, Section 3(a), at the time-and-one-half rate, irrespective of the number of hours worked in the remainder of the work week.

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

4. An Employee, in order to receive holiday pay or compensatory time as set forth above, if scheduled, must (a) be in active pay status at the commencement of the holiday, and (b) 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.

5. Employees who are assigned to work shifts pursuant to Article XXVI of this Agreement shall be scheduled to observe holidays as follows:

(a) If the holiday falls on Saturday or Sunday, Employees who are assigned to shifts on a seven-day per week basis will observe the holiday on the actual day of the holiday, irrespective of the date observed as set by the Board of County Commissioners.

(b) Employees working overtime on a holiday shall be assigned using the scheduled overtime procedure of Article XXV (Hours of Work and Overtime), Section 5. The parties may agree to an alternate procedure for assigning holiday overtime work for a particular section.

(c) An Employee who is required to work on a holiday, and who is not scheduled to do so, shall not be charged with overtime worked on the overtime rotation list under Article XXV, Section 5.

(d) When a holiday falls on the Employee's regularly scheduled day off, the Employee may choose:

(i) To be paid for the holiday on the next regularly scheduled pay; or

(ii) To receive a floating holiday, which will be added to the Employee's balance of floating holiday time off.

## ARTICLE XXX

### Vacations

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

(a) After completion of one (1) year of service with the Employer – two (2) weeks.

(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.

2. Employees shall accrue vacation, after one (1) year of service with the Employer, on a biweekly basis, at the following rates:

<u>Annual Rate</u>	<u>Biweekly Rate (40 hour work week)</u>
Two weeks	3.1 hours
Three weeks	4.6 hours
Four weeks	6.2 hours
Five weeks	7.7 hours

In any pay period in which the Employee is not in active pay status for eighty (80) hours, vacation accrual for that pay period shall be prorated accordingly.

3. Vacation is in addition to any recognized holidays as set forth in Article XXIX 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.

4. 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. In order for seniority to govern the scheduling of vacation, however, an Employee must submit his or her vacation request for a particular year between January 1 and February 1 of that year; otherwise, vacation requests shall be considered in the order in which they are submitted. Vacation not scheduled within the month of January each year must be requested in accordance with the following schedule:

(a) Vacation of one (1) day or less -- with the prior approval of the Employee's supervisor;

(b) Vacation of more than one (1) day but not more than one (1) week -- at least fourteen (14) calendar days' advance notice;

(c) All other requests for vacation -- at least thirty (30) calendar days' advance notice.

These time limits may be waived in the case of an unforeseeable emergency, as judged by the Employer. The Employer shall endeavor to respond to requests for vacation within ten (10) calendar days.

5. 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-tenth (1/10) hour.

6. Vacation may not be carried more than two years under any circumstances. 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.

7. If an Employee requests to use vacation that would otherwise be forfeited and the vacation request is denied by management, the Employee is entitled to convert the portion of vacation that would otherwise be forfeited to cash on an hour-for-hour basis.

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

9. 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, potentially disabling, or other extraordinary injury or illness, including the period of recovery from the injury or illness. Any such donation shall remain confidential, and no Employee shall be pressured or coerced to make any donation. In any case where donation has been requested and the Employer believes that the Employee in question may not qualify to receive leave donation under the provisions of this Section, the Employer shall so notify the Union, and upon the Union's request, will meet and confer with the Union about the Employee's eligibility. The final decision lies with the Employer. 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.

## **ARTICLE XXXI**

### **Sick Leave**

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

2. Pay for any sick leave shall be at the Employee's regular rate of pay.
3. Sick leave may be requested for the following purposes:
  - (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;
  - (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 coworkers;
  - (e) Pregnancy, childbirth, and related medical conditions, but only to the extent the Employee is rendered unable to work by reason of such condition; and
  - (f) Death of a member of the Employee's family, pursuant to Section 9.
4. Upon request of the Employer, an Employee must furnish satisfactory proof of his or her 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 for duty or be paid sick leave without a statement from the Employee's physician verifying that the Employee was unable to work.
5. Up to three (3) days of sick leave 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, brother, sister, stepchild, parent, legal guardian, or other relative who normally resides in the Employee's home. Further, a male Employee may use up to five (5) days of sick leave to care for his wife and newborn child after the birth of a baby.
  - (a) Upon exhaustion of accrued sick leave, the Employee may be permitted to use accrued vacation leave. If the Employee presents a physician's statement that the disability is not likely to exceed six (6) months, sick leave without pay or benefits up to a period of six (6) months may be granted when an Employee is sick or injured and is without any accumulated sick leave.
  - (b) If the Employee's physician cannot certify likely recovery within six (6) months, or if the Employee remains unable to return to work after the expiration of the

six-month leave, the Employee shall be placed on disability separation. The Employee may request reinstatement to his or her prior classification or any lower classification in the same classification series within a period of two (2) years from the date the Employee was placed on disability separation or unpaid sick leave, whichever was earlier.

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

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

6. Sick leave shall be charged in minimum amounts of one-tenth (1/10) of an hour. An Employee requesting sick leave shall inform his or her Supervisor of such request and the reason therefor no later than fifteen (15) minutes after his or her scheduled starting time. Employees must attempt to contact the Supervisor personally during the Supervisor's normal hours of work or, in cases of the Supervisor's absence, the Division Head or the Human Resources Manager. It is not permitted for the Employee to leave messages with the answering service or on the voice-mail system in lieu of contacting the Supervisor directly. If the Supervisor is not available at the time the Employee calls in, the Employee shall leave a message with a telephone number at which the Employee may be reached. Failure to do so may result in denial of sick leave for the period of absence and/or disciplinary action. Employees are responsible for contacting the Employer for each day of absence in accordance with this Section, unless the Employee is hospitalized or has provided a written doctor's statement specifying the anticipated date of return.

7. The Employer may require the Employee to submit to a medical examination to verify the proper use of sick leave or the Employee's ability to perform the substantial and material duties of his or her position. The Employer shall select the physician and pay for the

examination. In the case of an examination to determine the Employee's ability to perform duties, if the Employer's physician disagrees with the conclusions of the Employee's physician, the parties shall jointly select a physician whose report shall be final and binding. The Employer shall also bear the cost of this additional examination.

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

9. 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, stepchild, parent, grandparent, grandchild, brother or sister. An Employee shall be paid sick leave pay for up to three (3) working days' absence for the death of the Employee's mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, or son-in-law. Days of sick leave-funeral leave taken must coincide with the day of death or the day of funeral.

10. In the event of a death of a relative other than those in the immediate family as described in section 9 above, the Employer may, at its sole discretion, grant one (1) day of sick leave in order that the Employee may attend the funeral.

11. 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 10 above.

## **ARTICLE XXXII**

### **Sick Leave Conversion**

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

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.

3. An Employee who dies with ten (10) or more years of service with the County, the State, or any political subdivision of the State, shall be eligible to have his or her balance of sick leave converted to cash, under the provisions of Section 1, as if the Employee had retired on the date of death. The payment shall be made to the Employee's spouse, or, if none, to the Employee's estate.

### ARTICLE XXXIII

#### Other Paid Leave; Verification

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 a juror for a period not to exceed fifteen (15) work days. Any additional jury duty pay will be at the discretion of the Employer.

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.

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.

4. Attendance Incentive.

(a) Employees who have completed their initial probationary period shall be entitled to a personal day for perfect attendance in each six (6) month period, measured by the first thirteen (13) consecutive pay periods of the calendar year, followed by the next thirteen (13) consecutive pay periods of that calendar year. In a calendar year with twenty-seven (27) pay periods, the second half of the year shall contain fourteen (14) pay periods. For purposes of this Section, all use of sick leave or unpaid leave shall be

counted, but the Employee's use of prior approved vacation or compensatory time off, or approved use of sick leave for funeral purposes, shall not be deemed to be an absence barring a perfect attendance award. An Employee's approved use of sick leave for funeral purposes shall not be counted toward hours of sick leave used or as a sick leave occurrence under any sick-leave control policy contained in this Agreement.

(b) The above personal days will be awarded by the Employer on January 1 or July 1 of each year (or following the conclusion of the last pay period of the prior half-year, if it continues past those dates), and may be taken for any purpose by the Employee with the prior approval of the Employee's supervisor, provided that all personal days must be used by December 31 of the year in which they are awarded or be forfeited.

(c) Unused personal days shall be paid to an Employee who has resigned with no less than two (2) weeks' notice or to an Employee who has otherwise terminated his or her employment and has not been discharged for theft, falsification of records, destruction of Employer equipment, or mistreatment of members of the public or other employees.

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

## ARTICLE XXXIV

### Uniforms

1. Employees may choose to wear uniforms, in which event the Employer shall provide the uniforms.

2. (a) All Employees in field operations who choose uniforms, other than clerical Employees or other Employees regularly assigned to work indoors in the field offices, shall be required to wear uniforms provided by the Employer. The Employer shall bear the cost of providing and cleaning said uniforms, except for outerwear items purchased under Section 3(a). The Employees may choose whether the fabric is all-

cotton or other fabric. The Employer shall determine, in its sole discretion, the method and means by which the uniforms are to be provided, including but not limited to the place of purchase, the style(s) of the uniform, and whether the uniforms are purchased or rented. Any Employee not wearing the uniform provided, without the express, prior approval of the Employer, shall be subject to disciplinary action.

(b) Employees in field operations who choose to wear uniforms shall be permitted to wear uniform shorts, issued by an Employer-approved provider, unless the Safety Director determines, in consultation with the Safety Committee, that Employees in a particular job or section cannot perform the duties of the job in shorts consistent with health and safety concerns. Employees who wish to wear shorts must turn in an equivalent number of long pants in order to be issued uniform shorts.

3. (a) All Field Employees designated in Section 2 shall receive an account of \$450.00 over the three-year term of this Agreement for purchase of outerwear items for use at work, including rubber boots, rain gear, or insulated coveralls, coats, or bib overalls. The Employer may issue guidelines specifying styles and colors provided under this Section. It is the intent of the parties that money for outerwear be used for necessary clothing, not simply to be spent because it is available. Management may request the Employee to produce the item to be replaced or that the Employee otherwise explain the need for the purchase before approving it. A response to a request to purchase outerwear, boots, or safety gear shall not be unreasonably delayed. Employees must choose between using the outerwear allotment provided in this Section or receiving the uniform outerwear, not both. Because of what they are exposed to in their working conditions, Employees working in the classifications assigned to the Biosolids Specialist Series and Maintenance Mechanic Series under the primary classifications series found in Appendix I may receive both. The Employer shall select one or more vendors of such outerwear items, and shall fix the prices for such items by contract with the vendors. Any purchase of eligible items shall be charged against each Employee's account pursuant to the County's normal purchasing procedures, and if the Employee exceeds the allotment during the term of the contract, the balance of the cost shall be paid by the Employee. The Employer may, however, waive the \$450 limit provided in this Section in cases of

exceptional damage or individual need. Employees are not entitled to any compensation for unused portions of this account.

(b) All newly hired Field Employees designated in Section 2 and Customer Service Technicians shall be provided the following items, purchased by the Employer, as soon as practicable upon employment:

- (1) Work boots – one (1) pair.
- (2) Rain gear (must be an approved safety color) – one (1).
- (3) Rubber boots one – (1) pair.

The newly hired Field Employees shall also be eligible to purchase outerwear items charged against the account provided in Section 3(a) of this Article.

(c) All Field Employees eligible for the outerwear allowance provided in Section 3(a) of this Article shall, as provided in Section 3(b)(1), receive a pair of insulated or uninsulated work boots, whichever is appropriate. A second pair shall be provided when seasonally required. These boots shall be purchased by the Department through a purchase order, to a maximum cost of \$132.00 for each pair. If the cost of a pair of boots is higher than \$132.00 per pair, the Employee shall pay the balance of the cost. This is not an annual allowance but is based on the condition of the work boots, and Employees are not eligible to replace work boots unless (i) the Employee turns in the previously issued boots or shows them to his or her supervisor and (ii) the boots are no longer suitable, in the Employer's judgment, for further use by reason of ordinary wear and tear in the course of the Employee's work.

(d) The Employer shall continue to provide eligible Field Employees with tee-shirts and hats with the Department's logo in accordance with current practice.

(e) The following conditions shall apply to the provision of these items.

(1) If any item provided pursuant to this Article is lost or stolen, or damaged through the Employee's negligence, the Employee shall bear the cost of repairing or replacing the item.

(2) The items purchased by the Employer pursuant to this Section shall be used for the Employer's work only, and no Employee shall use the items other than at work or in home-to-work commuting.

(3) The Employer shall provide cleaning for soiled coveralls and other outerwear when reasonably requested by the Employees. The Employer shall also maintain a supply of disposable, protective coveralls for the use of Employees as needed.

(f) Nothing in this Article bars the Employer from providing necessary work clothing to Employees who have been temporarily reassigned or have otherwise been assigned duties that would require such clothing.

4. All uniforms and items purchased pursuant to Section 3 shall remain property of the Employer (except rental uniforms). If the Employee wishes to purchase any item more expensive than the specified dollar limits provided in Section 3, the Employee shall bear the difference in the cost of the item. Employees must return all uniforms and items purchased pursuant to Section 3 to the Employer upon termination of employment, unless the Employee paid a majority of the cost of such item. If any uniform or part thereof or purchased items are not returned to the Employer within five (5) calendar days after termination of employment, the Employer may deduct the reasonable replacement cost of such item from the Employee's final paycheck or any compensation for accrued vacation or converted sick leave.

5. Clerical Employees in field operations shall be permitted to wear polo shirts and sweatshirts bearing the BCWS insignia, together with slacks appropriate in a business environment, and such Employees will be issued safety shoes upon request. With the exception of the safety shoes, the Employees shall bear the cost of such items. Bargaining-unit Employees assigned to the downtown office may also wear polo-shirts with the BCWS insignia, provided that in all cases, non-uniformed Employees shall dress appropriately for a business environment.

6. The parties agree to create a labor-management uniform committee to review and discuss any uniform issues that may arise during the term of the Agreement.

## ARTICLE XXXV

### Stand-by Duty Pay

#### 1. Purpose.

In order to maintain essential water and sewer services, it is required that certain Employees be available on a rotating stand-by basis, at all times, to address system failures and other emergency situations outside normal working hours.

#### 2. Assignments.

(a) The Employer may assign Employees to be on stand-by duty at all times, as provided in this Article. The Employer may, in its discretion, assign one or more Employees to the responsibility of Primary Stand-by Duty in Water Line Maintenance and may eliminate such assignments if it decides that there is no longer a need for such a role.

(b) In sections in which the Employer has determined that stand-by duty coverage is necessary, qualified Employees shall be scheduled for Stand-by Duty on a rotating basis in each section by the section supervisor.

#### 3. Response Requirements.

(a) Employees assigned to Stand-by Duty shall be assigned a Department vehicle and a portable paging unit. The Stand-by Duty Officers must be able to make telephone contact with the SCADA Room within fifteen (15) minutes of the initial page.

(b) All Employees are considered to be on an on-call status in the event of emergencies and are required to respond, in a reasonable time and manner, to calls for needed assistance.

#### 4. Responsibilities.

Employees assigned to Stand-by Duty shall:

- (a) Receive and acknowledge, within fifteen (15) minutes, all pages and emergency calls;
- (b) Take appropriate response action, including:
  - (1) Responding to the emergency directly;
  - (2) Requesting assistance of other staff, if needed;
  - (3) Contacting appropriate Employees and staff members for specialized emergencies, as directed by procedures adopted by the Employer; and
  - (4) Informing supervisors of major emergencies;
- (c) Advise the SCADA Room when a repair crew is needed.

5. Scheduling.

(a) The Employer shall assign Stand-by Duty for periods of seven (7) days, as specified by the Employer. The stand-by duty schedule shall be completed on a rotating basis on or after February 1 of each year, for the entire succeeding year, by the Section Supervisor or his or her designee; provided that the Employer may, in its discretion, assign such duty from among a list of qualified Employees who volunteer therefor. Employees who have been assigned stand-by duty pursuant to this Article are responsible to work the stand-by duty unless the Employee arranges for another, qualified Employee to cover the assignment, with prior notice to the Section Supervisor or Division Head. If an Employee is unable to secure the replacement to cover the assigned duty, then the Section Supervisor has the option of working the stand-by duty. An Employee may request other changes in the duty schedule, but these requests must be approved by the Section Supervisor.

(b) In the event that the supervisor has scheduled an Employee to serve on stand-by duty during a period in which the Employee has already requested and received approval for vacation, the supervisor must reassign the stand-by duty to another

Employee. In the event that an Employee requests to use vacation or compensatory time off for a period in which the Employee has been assigned stand-by duty, and the Employee had already received notice of this stand-by duty assignment, then the Employee has the responsibility to secure replacement coverage from another qualified Employee, and if the Employee is unable to do so, then the supervisor may deny the requested vacation or compensatory time off. In the event that an Employee is unable to perform stand-by duties because of illness, the Employee must notify the SCADA Room and the immediate supervisor or Division Head as soon as practicable, and management is responsible for securing other coverage for the stand-by duty, including assigning other qualified Employees if necessary. The Employer retains the right to require a physician's statement or an examination by a physician selected by the Employer under such circumstances, as provided in Article XXXI, Sections 4 and 7.

6. Compensation.

(a) Employees assigned to Stand-by Duty shall be paid \$16.47 for each full day of duty, or \$115.29 for each full week of duty; provided, however, that this weekly rate of compensation shall be doubled for Employees assigned to Stand-by Duty for the entire week of a holiday (except Martin Luther King Day, Presidents' Day, Veterans' Day, or Christmas Eve and New Year's Eve) that falls within the week assignment, with the date of the holiday defined as the actual holiday and not the observed holiday. The compensation provided under this Section is in addition to wages earned for the hours actually worked in responding to an emergency.

(b) Employees who are assigned to Primary Stand-by Duty in Water Line Maintenance shall be compensated as provided in Section 6(a) above, except that Employees thus assigned to Primary Stand-by Duty shall receive a supplement above the standard Stand-by Duty rate of \$7.14 per day or \$50.00 for a full week assignment.

(c) The stand-by duty compensation provided under this Section shall be paid to the Employee who is assigned to be and is serving on-call at 12:01 a.m. on the date in question. When a holiday falls on a Friday, the Employer and Union will determine a method for determining who is eligible to be paid double stand-by duty pay.

7. Failure to Respond.

Any Employee assigned to stand-by duty who fails to respond to a page or emergency call within a reasonable period of time or who fails to respond in the needed and appropriate fashion shall forfeit all stand-by duty compensation for that day and may be subject to disciplinary action, including suspension and discharge.

**ARTICLE XXXVI**

**Mileage and Travel Reimbursement**

1. In accordance with the travel reimbursement policy adopted by the Board of County Commissioners for County employees generally, Employees shall be reimbursed for actual miles traveled in the Employee's personal vehicle on official business at the rate of \$.30 per mile, or such higher rate as the Board of County Commissioners may adopt as part of such policy. Travel between the Employee's home and work site is not reimbursable.

2. Employees shall be entitled to other travel and expense reimbursement provided County employees generally pursuant to the policy adopted by the Board of County Commissioners and the Water and Sewer Department, which governs on specific issues not covered by the Commission policy.

**ARTICLE XXXVII**

**Pay Step Progression**

1. Each Classification shall be assigned to a pay grade as follows:

Classification Title

Pay Grade

Business Section

Accounting Specialist	B-06
Administrative Assistant	B-05
Business Specialist	B-05
Clerk III	B-04
Clerk II	B-03
Clerk I	B-02
Customer Service Technician II	A-24
Customer Service Technician I	A-23
Instrumentation Technician	B-07
Network Specialist	B-07
Payroll Clerk	B-04
Permit Clerk	B-03
Personal Computer Support Specialist	B-06
Public Relations Assistant	B-05
Secretary II	B-04
Secretary I	B-03
Receptionist	B-02

Engineering Section

Senior Engineering Aide	B-07
Engineering Aide II	B-06
Engineering Aide I	B-05
Senior Inspector	A-25
Inspector	A-24

Wastewater Operations Section

Wastewater Operator III	A-26
Wastewater Operator II	A-25
Wastewater Operator I-A	A-24
Wastewater Operator I	A-23
Wastewater Operator Helper	A-22
Wastewater Collection Worker III	A-25
Wastewater Collection Worker II	A-24
Wastewater Collection Worker I	A-22
Chemist III	B-09
Chemist II	B-07
Chemist I	B-06
Biosolids Specialist II	A-24

Biosolids Specialist I A-23

Equipment Operator A-23

Maintenance Section

Electrician A-26

Maintenance Specialist III A-25

Maintenance Specialist II A-24

Maintenance Specialist I A-23

Maintenance Mechanic III A-25

Maintenance Mechanic II A-24

Maintenance Mechanic I A-23

Maintenance Helper A-22

Building and Grounds Worker II A-23

Building and Grounds Worker I A-21

Industrial Services Section

Industrial Services Technician III A-25

Industrial Services Technician II A-24

Industrial Services Technician I A-22

Industrial Services Helper A-21

Water Distribution Operations Section

Water Distribution Operator III A-26

Water Distribution Operator II A-25

Water Distribution Operator I A-23

Water Distribution Operator Helper A-21

Water Line Maintenance Operator III A-25

Water Line Maintenance Operator II A-24

Water Line Maintenance Operator I A-22

Equipment Operator A-23

2. An Employee hired or promoted into the classification of Business Specialist on or after the ratification date of this Agreement shall be placed at pay grade B-05. Employees who are in the classification of Business Specialist on the ratification date of this Agreement shall remain in pay grade B-07.

3. The pay grades and pay rates, effective upon ratification and approval of this Agreement, with the nine pay steps within each grade plus the superior step, are set forth in Schedule A to this Agreement.

4. Advancement in Pay Steps. **[THIS PROVISION IS SUSPENDED FOR THE TERM OF THIS AGREEMENT]**

(a) With the approval of the Employer, and subject to the provisions of

paragraph (b) of this Section below, Employees may be advanced through the pay steps in the pay grade to which their classification is assigned in accordance with the following schedule:

- Step A Starting Salary.
- Step B One (1) year of experience with “fully successful” performance rating.
- Step C Two (2) years of experience with “fully successful” performance rating.
- Step D Three (3) years of experience with “fully successful” performance rating.
- Step E Four (4) years of experience with “fully successful” performance rating.
- Step F Five (5) years of experience with “fully successful” performance rating.
- Step G Six (6) years of experience with “fully successful” performance rating.
- Step H Seven (7) years of experience with “fully successful” performance rating.

Step I            Eight (8) years of experience with “fully successful” performance rating.

Superior-

Only Step        Employee placed in this step only if he or she receives a “superior” or “distinguished” rating while in the H or I step.

(b)    The following additional provisions govern progression of Employees through the pay steps.

(1)    Experience credit is limited to the Employee’s years of service in the particular classification or a classification having an equal or greater pay range and similar duties, in the judgment of the Employer. In the sole discretion of the Employer, partial credit for service may be granted for prior training or experience in meeting the duties assigned to that particular classification.

(2)    The Director shall determine whether the Employee has maintained a “fully successful” performance rating and shall so indicate on a performance evaluation form. Pay step progression will occur simultaneously with the across-the-board increase that is scheduled in this agreement and will be based on the performance evaluation that occurs at the end of the previous year. The rating categories and the effects on pay step progression are as follows:

Distinguished – Employee eligible for two (2) pay steps.

Superior Performance – Employee eligible for two (2) pay steps.

Fully Successful – Employee eligible for one (1) pay step.

Needs Development – Employee eligible for one (1) pay step.

Marginal – Employee eligible for no pay step.

(3) The Employer may, in its sole discretion, grant an increase of more than one (1) step to an Employee based on a superior performance rating.

(4) The Employer shall determine whether superior rating credit shall be awarded for Employees who have consistently performed their assigned duties in a superior manner. The Director shall indicate in the Employee's most recent annual performance evaluation rating whether the Employee has received a superior rating, based on the following criteria:

(i) Efficiency, accuracy, completeness, skill, and proficiency in the Employee's work.

(ii) Demonstrated creativity and a desire to provide quality service to the public.

(iii) The Employee's regular attendance, including no pattern of excessive or irregular absenteeism and no unexcused absences during the evaluation year.

(iv) The lack of any disciplinary action during the evaluation year.

(v) Whether the Employee's immediate supervisor or Division Head have recommended superior rating credit.

(6) An Employee may directly petition the Director for consideration for superior rating credit where the Employee has requested such a recommendation from his or her immediate supervisor and the supervisor has declined to make such a recommendation. After due consultation with the Employee's supervisor, the Director shall make the final decision.

(7) The Employer may grant a step increase earlier than required under this Article or grant an increase of more than one step if, in the Director's judgment, the Employee's performance warrants such special consideration.

(8) In any grievance or arbitration proceeding under Articles XI and

XII of this Agreement to challenge the Employer's determinations under subparagraphs (b)(2) or (b)(4) of this section, the burden shall be upon the Employee or the Union to show that the Employer's determination was arbitrary or capricious.

(9) An employee who has achieved the superior-only step shall remain in that pay step unless his or her performance rating falls below "fully successful" in any year, in which case the employee is not eligible to be returned to that step unless he or she achieves a superior or distinguished rating. The Employer will provide a report to the Union each January showing the number of employees in the bargaining unit who received a superior or distinguished rating, and the Union may request a meeting of the Labor-Management Committee to discuss any concerns it may have.

## **ARTICLE XXXVIII**

### **Wages**

1. Pay grades and ranges are set forth in Schedule A (Pay Scale) to this Agreement. Upon the execution of this Agreement, full-time bargaining-unit Employees shall receive lump-sum payments on the following schedule:

Upon ratification and approval of contract in 2013 = \$500.00

January 2014 = \$550.00

The lump sum payments will be included in the Employee's regular paycheck.

2. For year three (2015) of this agreement, both the Employer and the Union may agree to meet and re-open negotiations limited specifically to Article XXXVII (Pay Step Progression) and Article XXXVIII (Wages). Notice to re-open negotiations shall be

done through written notice and served to the other party by no later than November 1, 2014. If either party declines to re-open negotiations or the parties meet and cannot reach a new agreement in regards to Article XXXVII (Pay Step Progression) and Article XXXVIII (Wages) by December 31, 2014, bargaining-unit members shall receive a lump sum payment of \$550.00 in January 2015. The timeframe for the re-opener negotiations may be adjusted by mutual agreement of the Parties.

3. The provisions of Article XXXVII Pay Step Progression, paragraph 4, Advancement in Pay Steps, shall be suspended during the term of this Agreement and all Employees shall remain at the step to which the Employee had advanced prior to the commencement of this contract term.

4. License Bonus.

(a) In addition to the wages to be paid to Employees under this Agreement, any Employee who obtains a license from the Ohio Environmental Protection Agency (OEPA) that is not required for the position that he or she holds, shall receive an hourly pay supplement as follows:

- (i) Class I: \$.29 per hour.
- (ii) Class II: \$.58 per hour.
- (iii) Class III: \$.87 per hour.

This license pay supplement shall be included within the Employee's regular rate of pay for purposes of computing overtime compensation pursuant to Article XXV, Section 3(a) of this Agreement.

(b) If a licensed Employee is promoted to a position that requires the license, that Employee shall no longer be eligible to receive the hourly pay supplement. The date on the license shall be used for purposes of determining this eligibility.

(c) If an Employee obtains an OEPA license that both encompasses and supersedes an earlier license (*e.g.*, a Class I Operator-Water Works license encompasses and supersedes a Class I Operator-Water Distribution license), the Employee is entitled

only to the hourly pay supplement for the higher-level license.

(d) In addition to the license pay supplements available under the provisions of Section 4(a) of this Article, Employees in the Maintenance Section shall be eligible for additional hourly license pay supplements under the provisions of this subsection, provided that the indicated certification is not required for the Employee's position. Maintenance Employees shall be eligible for only one (1) pay supplement under this subsection, at the highest level achieved from the list below. Such license pay supplements shall be paid at the same rates as set forth in Section 4(a) of this Article, and are subject to the other terms and conditions set forth in this Section.

(1) Class I: ISA Certified Control Systems Technician Program, Level I.

(2) Class II: ISA Certified Control Systems Technician Program, Level II; or ASE Master's Certification for automobiles or trucks; or Journeyman's Electrician, Plumber, Millwright, or Pipefitter Certification pursuant to a generally recognized program of certification.

(3) Class III: ISA Certified Control Systems Technician Program, Level III; or Master's Electrician, Plumber, Millwright, or Pipefitter Certification pursuant to a generally recognized program of certification.

(d) In addition to the specific certifications listed above, the Employer may, in its sole discretion, grant Class I, II, or III license pay supplements to Employees in the Maintenance Section based upon completion of a course of programs or professional certification agreed to by the Employee and the Employer. The Employee shall present a proposal for such certification to the Employee's Division Superintendent or the Human Resources Manager, and the Employer shall issue written approval or disapproval of the proposed program for eligibility for the license pay supplement. The Employer's determination whether or not to approve the program for the license pay supplement and the supplement class level assigned for the program in question shall be final and is not subject to the grievance and arbitration procedures of this Agreement.

## ARTICLE XXXIX

[THIS ARTICLE IS SUSPENDED FOR THE TERM OF THIS AGREEMENT]

### Tuition Reimbursement

1. The Employer shall offer a program of tuition reimbursement for full-time Employees with two (2) or more years of service with the Employer who qualify therefor in accordance with the provisions of this Article.

2. 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 \$500 per semester or quarter, or \$1,000 for the calendar year, per Employee. An Employee may not apply for reimbursement for more than fifty percent (50%) of the tuition cost in any quarter or semester. The fifty percent (50%) 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 Water and Sewer Department shall not exceed \$5,000 in any one calendar year. 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.

(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. 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, the Division Head for the Employee's section, and the Human Resources Manager. The discretion to grant or deny final approval lies solely with the Human Resources Manager.

(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 Water and Sewer Department that the Employee may reasonably hope to attain; provided that the Employer may, in the Employer's sole discretion, approve tuition reimbursement 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 Board of County Commissioners, and other pending requests for tuition reimbursement within the available funds.

4. 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 Water and Sewer Department 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.

5. 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.

**ARTICLE XL**  
**Life and Health Insurance**

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.

2. The Employer shall provide to all bargaining-unit Employees a prescription-drug card benefit to the same extent and with the same deductible as is provided to other County employees.

**ARTICLE XLI**  
**Amendment**

1. The parties acknowledge that during the negotiations that resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, and this Agreement embodies all applicable provisions relating to Employees covered. Therefore, the Employer and the Union, for the term of this Agreement, each agree that the other shall not be obligated to negotiate with respect to any subject matter referred to or covered by this Agreement or with respect to any subject matter not specifically 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.

**ARTICLE XLII**  
**Savings Clause**

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.

2. The parties agree to meet for the purpose of negotiating a lawful alternative provision with respect to the replacement of any provision found illegal and unenforceable as noted in Section 1 of this Article. Unless the parties agree otherwise, such meeting will be scheduled within thirty (30) 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 XLIII**

#### **Copies of Agreement**

1. This Agreement will be printed and the cost of such printing shall be borne by the County. Each Employee and newly hired Employees after completion of their probationary period shall be provided with a copy.

2. The Union, AFSCME Ohio Council 8, shall be given ten (10) copies.

### **ARTICLE XLIV**

#### **Waiver in Case of Emergency**

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 Sheriff, resulting from acts of God, civil disorder, or other causes of an unforeseen nature, the following conditions of this Agreement shall automatically be suspended for the duration of the emergency:

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

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

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.

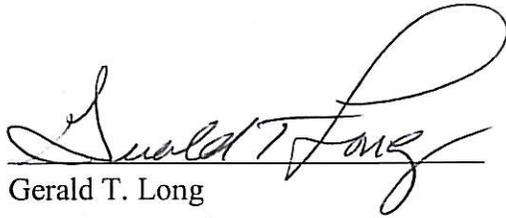
## **ARTICLE XLV**

### **Duration**

1. This Agreement shall become effective as of ratification by the Union membership and the Board of County Commissioners, and shall continue in effect until January 22, 2016.

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.

**LOCAL 3396, AFSCME,  
OHIO COUNCIL 8**



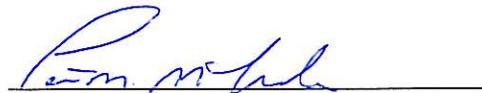
Gerald T. Long  
President, Local 3396



Richard G. Harden  
Vice President, Local 3396



Steve R. Paulsen  
Member, Local 3396



Peter M. McLinden  
Regional Director, AFSCME

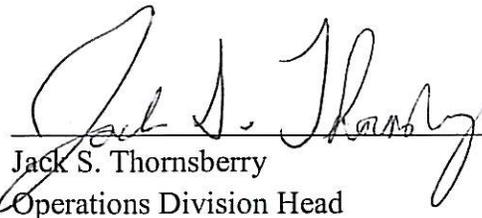
**BUTLER COUNTY BOARD  
OF COUNTY COMMISSIONERS,  
WATER AND SEWER DEPARTMENT**



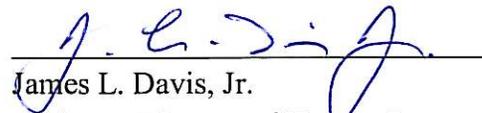
Robert B. Leventry  
Director



Susan E. Vance  
Administrative Division Head



Jack S. Thornsberry  
Operations Division Head



James L. Davis, Jr.  
Assistant Director of Human Resources

## APPENDIX I

### Bargaining-Unit Classification Series

<u>Primary Classification Series Title</u>	<u>Classification Title</u>
Information Management Series	Network Specialist
	Personal Computer Support Specialist
Clerical/Administrative Series	Business Specialist
	Accounting Specialist
	Administrative Assistant/Public Relations Assistant
	Clerk III /Payroll Clerk/Secretary II
	Clerk II/Permit Clerk/Secretary I
	Clerk I/Receptionist
	Drafting Series
	Engineering Aide II
	Engineering Aide I

Wastewater Plant Operations Series

Wastewater Operator III

Industrial Services Technician III/Wastewater  
Operator II

Industrial Services Technician II/Wastewater  
Operator I-A

Wastewater Operator I

Industrial Services Technician I/Wastewater  
Operator Helper

Industrial Services Helper

Distribution and Collection Series

Water Distribution Operator III

Senior Inspector/Water Distribution Operator  
II/Water Line Maintenance Operator III/Wastewater  
Collection Worker III

Biosolids Specialist II/Customer Service Technician  
II/Inspector/Water Line Maintenance Operator  
II/Wastewater Collection Worker II

Biosolids Specialist I/Customer Service Technician  
I/Equipment Operator/Water Distribution Operator I

Recycling Technician/Water Line Maintenance  
Operator I/Wastewater Collection Worker I

Water Distribution Operator Helper

Maintenance Series

Instrument Technician

Maintenance Electrician

Maintenance Mechanic III/Maintenance Specialist  
III

Maintenance Mechanic II/Maintenance Specialist II

Building and Grounds Worker II/Maintenance  
Mechanic I/Maintenance Specialist I

Maintenance Helper

Building and Grounds Worker I

Laboratory Series

Chemist III

Chemist II

Chemist I

**Secondary Classification Series Title**

**Classification Title**

Secondary Field Series

Building and Grounds Worker II/Customer Service  
Technician I/ Wastewater Operator I/Water  
Distribution Operator I

Secretary I

Industrial Services Technician I/Maintenance  
Helper/Recycling Technician/Wastewater  
Collection Worker I/ Wastewater Operator  
Helper/Water Line Maintenance Operator I

Clerk I/Receptionist

Building and Grounds Worker I/Industrial Services  
Helper/Water Distribution Operator Helper

**APPENDIX II**  
**BUTLER COUNTY WATER AND SEWER DEPARTMENT**

**130 High Street, 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, residential medical care facility, 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) Required 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
  - 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 for a serious health condition 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. 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 Certification of Health Care Provider (Form WH-380) 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
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, personal leave, or vacation, otherwise available paid leave 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 unpaid 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.

## APPENDIX III

### Employee Compensation in Times of Emergency

1. The County Commissioners recognize that on rare occasions it may be impossible for scheduled Employees to report to work because of excessive snow, ice, or other weather or disaster emergencies. Because such weather conditions are part of a normal winter in Ohio, Employees are expected to come into work whenever possible. If, in the judgment of the County Commissioners, however, extreme emergency weather or disaster conditions exist, the provisions of this Appendix govern payment of wages on such days.
2. Non-exempt Employees, paid on an hourly basis and subject to minimum wage and overtime requirements under the Fair Labor Standards Act, need not be paid for time not worked if the office is open.
3. In the event of emergency conditions not involving the closure of County facilities but which involve delayed hours, scheduled Employees who are able to come into work shall be paid their regular wage for actual time worked. Those Employees who arrive late or who are unable to come into work because of the extreme weather shall have the option of taking leave without pay or using time from substitution hours of available vacation or compensatory time off to account for the time missed, or, when possible and approved by the Employee's supervisor, by flexing hours in the remainder of the work week. Also, when actual or pending road conditions warrant, the Appointing Authority may give approval for non-weather emergency Employees to leave work early. All such Employees who choose to leave work early, with the supervisor's approval, may do so with pay. In the event that county offices close because of extreme weather or other emergency or disaster, Employees in active pay status at time of closing or reduction of hours, and available for work, shall receive pay during the closure or change of hours. The duration of such pay, during emergency conditions closure, shall be determined at a Labor/Management Committee meeting.
4. Specific maintenance and operations Employees are required to report to work except with the express approval of the department head. Such Employees shall be paid at their normal rate of pay for the actual hours worked. A department having need for Employees designated to respond, despite an emergency office closure, shall establish its own list of Employees, job classifications, and duties, and shall notify all affected Employees in advance of an emergency of their status. If the Employee remains unable despite best efforts to report for work, and all other alternative methods have been exhausted, the Employee shall contact the supervisor, who may then arrange for the Employee to be picked up at home.
5. An Employee who is already scheduled to be off work on an approved vacation, sick leave, compensatory time off, or other paid leave, at the time of a weather or emergency closure, shall

be charged for the hours of the leave as previously scheduled, and the Employee may not substitute the hours of pay authorized for an approved leave for all or part of lost hours after the leave has commenced.

6. If the office is closed, meaning the employer officially shut down operations due to inclement weather or other emergency and Employees are sent home or told not to come in at all, Employees are entitled to receive pay during such closure providing such Employees are available for work during the period of closure.

**LETTER AGREEMENT**  
**Attendance Policy**

1. When an Employee has used an amount of sick leave hours that in the aggregate equals sixty-four (64) hours during any calendar year (measured January 1 through December 31), the Employee's sick leave record will be reviewed by the Human Resources Manager. The purpose of the review is to determine the number of excused and unexcused absences for the preceding twelve-month period.
  
2. When determining an Employee's absenteeism has exceeded the sixty-four hour standard of paragraph 1, these uses of sick leave and other paid leave will be factored out and not counted towards the sixty-four hour aggregate limit:
  - a. Funeral leave
  - b. Maternity leave for continuous period including the delivery only.
  - c. Employee in-patient hospitalization, including in-patient care or residence in a hospice, nursing home or facility for treatment of alcoholism or chemical dependency.
  - d. Out-patient surgery and the necessary period of recovery therefrom, including physical therapy prescribed by a physician that cannot be scheduled outside normal working hours, provided such surgery is a) medically necessary and b) verified, including, if the Employer so chooses, verification by a physician appointed and paid by the Employer.
  - e. Medical, dental or optical examinations that cannot be scheduled outside normal working hours; provided that the Employee has provided a written statement from the medical provider verifying that it was not possible to schedule the appointment outside normal working hours.
  - f. Medical treatment for a serious and chronic, medically diagnosable condition which is expected to last for a minimum of one (1) year, which can reasonably be expected to limit the Employee's functional abilities as described in Section 4112.01(A)(13) of the Ohio Revised Code. Such treatment will not be counted toward the sixty-four hour threshold only if it is not possible to schedule the appointment outside of normal work hours.
  - g. Other uses of sick leave for which the Employee provides a doctor's statement with satisfactory proof of treatment, provided that the Employee did not exceed the sixty-four hour limit in the preceding twelve month period.
  
3. If the Employee has sixty-four hours of unverified sick leave use, that Employee will be placed on a "Doctor's Notice" for a period of one year.

During this time the Employee is required to provide a doctor's statement for any and all uses of sick leave. Sick leave will not be paid without an excuse.

4. The doctor's statement must state that the Employee was under the care of the physician and that the Employee was unable to perform his or her work duties. If the sick leave use is for caring for a family member, it must state that it was medically necessary for the Employee to be physically present to care for the family member.
5. A doctor's statement, whether the Employee is on Doctor's Notice or not, must be submitted on the day that the Employee returns to work in order to be recognized. All absences without timely verification will be considered unexcused. Employees who are on Doctor's Notice will not be paid for unexcused absences, and may be subject to further disciplinary action for failure to comply with the directive to obtain a doctor's statement.
6. The Employee's sick leave record will be reviewed again at the end of the one-year period of being on Doctor's Notice. If at that time the Employee has less than sixty-four hours of unexcused absences, he or she will be taken off Doctor's Notice.
7. This Letter Agreement will in no way infringe upon the Employer's right to request a doctor's statement on an individual basis nor the obligation of the Employee to provide a doctor's statement for an absence of three (3) consecutive days pursuant to Article XXX, Section 4 of the Collective Bargaining Agreement. Further, this Letter Agreement does not affect the Employer's right to require the Employee to submit to a medical examination pursuant to Article XXXI, Section 8 of the Collective Bargaining Agreement.

**[THE MAINTENANCE SCHOOLING PROPOSAL SHALL BE SUSPENDED FOR THE TERM OF THIS AGREEMENT]**

12/2/99

*Wendell K. Bass*  
*Larry E. Watterson*

**Maintenance Schooling Proposal**

The following maintenance schooling proposal is being presented for approval of a license pay supplement. The guidelines for this course of programs and future maintenance schooling proposals are subject to the language in Article XXXVIII (Wages), § 4 (d) and (e) of the Collective Bargaining Agreement.

1. The first series of classes are on the topic of electricity and/or other maintenance related course of study and will consist of a total of eighty (80) classroom hours at an accredited school. The Mechanical and Electrical Maintenance Manager or Field Operations Supervisor will approve courses, subject to the provisions set forth in the Collective Bargaining Agreement.
2. If a passing grade (70% or higher) and the attendance requirement are met (Attendance is subject to the rules set forth by the educational institution. In the absence of such rules attendance will be at 80% or higher), the Employer will pay for the cost of the course, including books and fees. Otherwise, the Employee pays for the course.
3. After completing the first series of classes or future series of approved classes, Maintenance Section Employees shall be eligible for only one (1) pay supplement at the highest level achieved from the list below:
  - a. After completion of 80 classroom hours and receiving a passing grade with class attendance requirement met for each class, the Employee shall be paid a Level I Bonus.
  - b. After completion of 160 classroom hours and receiving a passing grade with classroom attendance requirement met for each class, the Employee shall be paid a Level II Bonus.
  - c. After completion of 240 classroom hours and receiving a passing grade with classroom attendance requirement met for each class, the Employee shall be paid a Level III Bonus.
  - d. Whenever possible the classes will be taken during regularly scheduled work hours and the Employee will be paid at regular hours of pay. Time spent in class will be counted as regular hours worked and are subject to the overtime provisions contained in the Collective Bargaining Agreement.
4. Participation in the maintenance courses will be on a volunteer basis. Approval of maintenance training courses will be subject to the availability of funds in the Maintenance Section training budget.

*D.L. MA*  
*REC T.C. J.A.-ME*  
*J.R. S.H. P.W.*  
*C.A. R.O. H.Y.*

*S. REG.*

**Resolution No. 13-12-05417**

**Resolved By the Board of County Commissioners of Butler County, Ohio, That**

WHEREAS, the Butler County Board of Commissioners (Board) and AFSCME, Ohio Council 8, Local 3396 are Parties to a Collective Bargaining Agreement (CBA) in the Water and Sewer Department that expired January 13, 2012 ; and

WHEREAS, a Notice to Negotiate was issued by AFSCME and the State Employee Relations Board assigned Case No. 11-MED-11-1676 to the negotiations; and

WHEREAS, the Parties extended the Agreement until such time as a successor Agreement was negotiated; and

WHEREAS, the Parties reached a Tentative Agreement on November 14, 2013, and the Tentative Agreement has been ratified by the Union; and

WHEREAS, it is now appropriate that the Board ratify or refuse to ratify the new CBA; and

WHEREAS, a mark-up copy of the proposed CBA with all deletions from the former CBA struck through and all additions to the new CBA shown in italicized type and a summary of changes are both attached to this resolution.

NOW, THEREFORE, BE IT RESOLVED that the board does hereby approve and ratify the CBA with AFSCME, Ohio Council 8, Local 3396 for bargaining-unit Employees of the Butler County Water and Sewer Department effective upon BOC approval and extending through January 15, 2016.

Resolution No. 13-12-05417

Requestor : Gary Sheets  
Request Date: December 06, 2013

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

Commissioner	Carpenter	Yea
Commissioner	Rogers	Yea
Commissioner	Dixon	Yea

Adopted: December 16, 2013

Attest: Flora K. Suttler clerk

Attachments/Exhibits: