



12-MED-10-1223  
0228-01  
K29676  
04/10/2013

**AGREEMENT**

**Between**

**BUTLER COUNTY BOARD OF COUNTY COMMISSIONERS**

**And**

**LOCAL 648, INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS, AFL-CIO**

**(Butler County Department of Development, Building and Zoning Division)**

**Effective through December 31, 2015**

**SERB Case No. 12-MED-10-1223**

**Approved by Board of County Commissioners**

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

## TABLE OF CONTENTS

Article I	Recognition-The Collective Bargaining Unit .....	1
Article II	Dues Deduction .....	1
Article III	Union Activity, Visitation and Bulletin Boards.....	2
Article IV	Management Rights .....	3
Article V	Subcontracting .....	4
Article VI	No Discrimination .....	4
Article VII	Job Postings .....	5
Article VIII	Probationary Employees .....	6
Article IX	Employee Certifications .....	6
Article X	Performance Evaluation.....	7
Article XI	Classifications.....	8
Article XII	Job Audits .....	8
Article XIII	No Strike or Lockout .....	9
Article XIV	Discharge and Discipline.....	9
Article XV	Grievance Procedure.....	10
Article XVI	Arbitration.....	12
Article XVII	Layoffs .....	13
Article XVIII	Break Periods.....	15
Article XIX	Personnel Records .....	15
Article XX	Maintenance of Driver's License .....	16
Article XXI	Outside Employment and Conflicts of Interest.....	17
Article XXII	Dress Code.....	18
Article XXIII	Health & Safety.....	18
Article XXIV	Hours of Work and Overtime .....	19
Article XXV	Holidays .....	20
Article XXVI	Vacations .....	21
Article XXVII	Other Paid Leave: Verification.....	22
Article XXVIII	Unpaid Leave.....	23
Article XXIX	Sick Leave.....	25

Article XXX	Mileage and Travel Reimbursement.....	27
Article XXXI	Call-Out Pay .....	28
Article XXXII	Continuing Education .....	28
Article XXXIII	Labor-Management Committee.....	29
Article XXXIV	Weather Emergencies .....	29
Article XXXV	Waiver in Case of Emergency .....	30
Article XXXVI	Amendment/Exclusive Application.....	31
Article XXXVII	Savings Clause.....	31
Article XXXVIII	Life and Health Insurance.....	31
Article XXXIX	Pay Range .....	32
Article XL	Wages .....	32
Article XLI	Pay Supplement for Commercial Inspection Assignments.....	32
Article XLII	Duration .....	33
	Signature Page .....	34
	Appendix A: Commission Resolution Ratifying Agreement .....	35
	Appendix B: Letter Agreement.....	36
	Appendix C: Classification Series.....	37
	Appendix D: FMLA .....	38
	Schedule 1: Building and Zoning Division Pay Scales .....	47

## **AGREEMENT**

**AGREEMENT** made April 8, 2013, by and between **THE BUTLER COUNTY BOARD OF COUNTY COMMISSIONERS, DEPARTMENT OF DEVELOPMENT** (hereinafter called the "County" or "Employer" or "Management") and International Brotherhood of Electrical Workers, Local 648, (hereinafter referred to as the "Union" or "IBEW") 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;

**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 Employer hereby recognizes the Union, International Brotherhood of Electrical Workers, Local 648, as the sole and exclusive bargaining representative for the bargaining unit set forth below in all matters of wages, hours of work, benefits, and other conditions of employment. The bargaining unit, as certified by the State Employment Relations Board, is defined as:

Included: All Building Inspectors and Electrical Inspectors employed by the Butler County Board of Commissioners, Department of Development.

Excluded: All supervisors, management level employees, and confidential employees as defined by the Act, all part-time, intermittent, or casual and seasonal employees as determined by the Board, and all other employees.

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. The Employer shall make payroll deductions from pay or wages of Employees upon submission of a signed check-off card for the Employee. The Employer shall forward all deducted dues, fees, and assessments to the Financial Secretary or Business Manager of Local Union 648, International Brotherhood of Electrical Workers, 4300 Milliken Road, Hamilton, Ohio 45011. The Union shall advise the Employer, in writing, of the amounts to be deducted, and shall give at least two (2) calendar weeks’ advance, written notice of any increase in the dues to be withheld. The Union shall designate, in writing, any change in the address to which the dues money is to be forwarded.
2. The payroll deduction shall be made by the Employer bi-weekly. If an Employee has insufficient pay or wages to satisfy the amount to be deducted, the Employer will make successive deductions until the amount to be deducted has been satisfied. Monies deducted pursuant to the provisions of this section shall be remitted to the Union within thirty (30) days of their deduction. The County’s remittance shall be deemed correct unless the Union gives written notice of any error, with supporting explanation and documentation, within fourteen (14) calendar days after the remittance is forwarded.
3. 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.
4. The Employer shall be relieved from making such check-off deductions upon:

- (a) termination of employment, or
- (b) transfer to a job other than one covered by the bargaining unit, or
- (c) layoff from work, or
- (d) an agreed leave of absence, or
- (e) written revocation of the check-off authorization by the Employee.

**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 the work area on the first floor of the Butler County Administrative Center. This bulletin board shall be used for the purpose of posting proper Union notices. The parties shall agree to the actual location of the board. 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 an Employee's clothing during work hours.
4. The Union agrees to provide the Employer with:
  - (a) The name, address, and telephone number of the professional staff member who will act as representative for the Union local; and
  - (b) The names, addresses, and positions held of the local president, vice president(s), secretary, and treasurer and each steward. The Union further agrees to keep such lists current, and the Employer has no obligation to recognize or deal with any Union official or steward not so designated.
5. Employees, officers or stewards whose attendance is reasonably required at meetings with Management scheduled, by agreement of the parties, during normal working hours shall lose no pay for that portion of the meeting occurring during the regularly scheduled work shift. Management retains the right to propose meeting times outside normal working hours, and nothing in this Section shall be construed to require Management to agree to scheduling such meetings during working time. No employee is entitled to pay for time in any Union-related meeting with Management that occurs outside or continues past the Employee's regularly scheduled work shift.
6. No Union business may be conducted during work time without the prior approval of the Director of Development, or his designee, except as expressly provided herein.

7. Whenever an Employee is entitled to representation under Ohio law in any meeting or proceeding under this Agreement, including but not limited to disciplinary investigations or proceedings or grievance and arbitration hearings, then the Employee may be represented by the Union but is entitled to no other representation not authorized by the Union, notwithstanding the provisions of Section 9.84 of the Revised Code or any other provision of Ohio law. This Section does not apply to legal proceedings outside of the scope of this Agreement or the collective bargaining relationship.
8. The Union agrees to defend, indemnify, and hold harmless the Employer and its officials, employees, and agents from any and all claims, demands, suits, charges, or other forms of liability, monetary or otherwise, and for all legal costs, resulting from any claim of a failure of the Union to fulfill its duty to fairly represent all members of the bargaining unit pursuant to Section 4117.11(B)(6) of the Revised Code.

#### **ARTICLE IV** **MANAGEMENT RIGHTS**

1. Except as otherwise specifically provided in this Agreement, it shall be the Employer's sole and exclusive right and responsibility to:
  - (a) 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) direct, supervise, assign, reassign, schedule, evaluate, hire, suspend, discipline, demote, discharge, lay off, transfer, promote, or retain employees;
  - (c) maintain and improve the efficiency and effectiveness of the Employer's operations;
  - (d) determine the overall methods, process, means, or personnel by which the Employer's operations are to be conducted;
  - (e) determine the adequacy of the work force, as well as to make, amend, and enforce work rules, regulations, standard operating policies and procedures;
  - (f) to determine the duties to be included in all job classifications;
  - (g) determine the overall mission of the Employer as a unit of government;
  - (h) effectively manage the work force; and
  - (i) 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 traditionally exercised by the Employer.
3. Notwithstanding the provisions of Section 4117.08(C) of the Revised Code, during the term of this Agreement the Employer is not required to bargain on any subjects, including but not limited to those enumerated above, reserved to and retained by the Employer under this Article or the remainder of this Agreement. This provision does not relieve the Employer of the obligation to bargain with the Union with respect to any proposed modifications of this Agreement.

**ARTICLE V**  
**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 VI**  
**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, military status, or disability. The Union and the Employer shall share equally the responsibility for implementing this Article of the Agreement.
2. Words used in this Agreement in the masculine gender will be read and construed in the feminine gender as well.
3. Neither the Union nor the Employer shall discriminate against or in favor of any Employee because of his or her membership or nonmembership in the Union. Further, the Employer agrees not to discriminate against any Employee because of that Employee's activity as an officer, steward, representative, or in another capacity on behalf of the Union, provided such activity complies with the law and this Agreement.
4. The Americans with Disabilities Act of 1990 (the "ADA") requires the Employer and the Union to remove all barriers to the employment of qualified individuals with disabilities and

to reasonably accommodate known disabilities unless such accommodation would result in an undue hardship. Accordingly, notwithstanding the other provisions of this Agreement, the Employer may undertake any action required in order to secure compliance with the ADA or to reasonably accommodate a person with a disability, including but not limited to the restructuring of positions, modification of hours or location of work, reassignment or transfer of an Employee, reallocation of duties, modification of leave policies, or any other form of reasonable accommodation.

## **ARTICLE VII** **JOB POSTINGS**

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 work week assigned to the position, the rate of pay, the location and person to whom applications must be made, the date of posting, and the final date on which applications will be accepted.
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.
3. The Employer will decide, in its sole discretion, when a vacancy exists and whether to reassign an Employee within a classification prior to filling the vacancy. The 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 6 of this Article.
5. The Employer shall determine whether those applicants who are currently employed are suitable for the position, 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 the consideration of outside applicants. The Employer may consider outside applicants for positions for which no currently employed applicant is deemed suitable pursuant to the criteria of Section 4.
6. The Union shall have recourse through the grievance and arbitration procedure to challenge an Employer's selection to fill a vacancy not in compliance with this Article. In any such grievance or arbitration proceeding, the burden shall be on the Union to show by clear and convincing evidence that the Employer's decision was for arbitrary or capricious reasons.
7. The Employer shall have the right to fill a position, and make transfers on a temporary basis until such time as the selection of a permanent employee is made to fill the position.

8. The Employer shall not accept applications from Employees still serving an initial probationary period.
9. The foregoing provisions on promotions and the filling of vacant positions are intended to supersede all otherwise applicable provisions for public employees in the Ohio Revised Code and the rules of the Ohio Department of Administrative Services (ODAS), relative to transfers, promotions, and the filling of vacant positions, including any requirement for civil-service testing for non-original appointments.

### **ARTICLE VIII** **PROBATIONARY EMPLOYEES**

1. Newly hired Employees shall be considered probationary for a period not to exceed one hundred twenty (120) 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. All promotions within the unit described in this Agreement shall be probationary for a period not to exceed one hundred twenty (120) calendar days. Prior to the expiration of the promotional probationary period, the Employer may demote the probationary employee to the position from which he or she was promoted, and such demotion shall not be subject to the grievance and arbitration provisions of this Agreement.
4. The period of any probationary period under Sections 1 and 3 may be extended, in the discretion of the Employer, for the period of the Employee's absences, when such absences, in the aggregate, have exceeded ten (10) business days.

### **ARTICLE IX** **EMPLOYEE CERTIFICATIONS**

1. Employees who are hired or transferred into the classification of Building Inspector must obtain certification as a Class III Building Inspector from the State of Ohio within one (1) year of their appointment to the classification, and maintain such certification thereafter, or be terminated from employment.
2. Employees who are hired, promoted, or transferred into the classification of Electrical Inspector must be certified as a Certified Electrical Safety Inspector by the State of Ohio upon appointment, or obtain certification as a Trainee Inspector as soon as practicable thereafter. A Trainee Inspector may only perform those duties permitted by and under the conditions required by the applicable regulations of the State of Ohio. A Trainee Inspector who fails to obtain full certification as a Certified Electrical Safety Inspector within one (1)

year of his or her appointment to the classification, and to maintain such certification thereafter, shall be terminated from employment.

3. The removal of an Employee for failure to obtain or maintain the certifications required under this Article shall not be subject to the grievance and arbitration procedures of this Agreement.
4. To the extent permitted by the laws and regulations of the State of Ohio, the parties may, by agreement, extend any time limits contained in this Article.
5. (a) In addition to the wages to be paid to Employees under this Agreement, an Electrical Inspector who obtains Ohio Board of Building Standards Certification as a Residential Building Inspector, and uses the certification to perform residential building inspections as scheduled in addition to his or her electrical inspection work, shall receive an hourly pay supplement of \$0.20 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 XXII, Section 4(a) of this Agreement.  
  
(b) If a licensed Electrical Inspector is reclassified to another position, that Employee shall no longer be eligible to receive the hourly pay supplement.  
  
(c) A current certification and the availability to perform residential building inspections will determine eligibility for the hourly pay supplement.

## **ARTICLE X**

### **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 prior to the end of the probationary period.
  - (b) Permanent Employees once annually, within thirty (30) days before or after the Employee's anniversary date.
2. Nothing in Section 1 shall be construed to limit the Employer's right to order special evaluations, to remove an Employee serving in an initial probationary period, or to reduce an Employee serving in a promotional probationary period.
3. The Employee shall sign the evaluation form to indicate that he or she received and reviewed it. Above or below the space for signature on the form shall appear this legend: "Your signature indicates that you have received and reviewed the evaluation, but not necessarily agreement with its contents."
4. An Employee who objects to an unsatisfactory evaluation shall have the right to make written objections to be included in his personnel file. Any written objection must be submitted

within ten (10) calendar days from the Employee's receipt of the evaluation.

5. Upon request of the Employee, the Employee may be accompanied by a representative of the Union in the meeting with the supervisor to review the performance evaluation, provided the Union representative does not disrupt or interfere with the course of the supervisor's explanation of the evaluation.
6. The provisions of this Article supersede all provisions of the Revised Code and the rules of the Ohio Department of Administrative Services regarding performance evaluations.

## **ARTICLE XI** **CLASSIFICATIONS**

1. The Employer shall provide to the Union, upon request, a copy of all current classification specifications and position descriptions that have been or may be developed by the County. The Employer is hereby designated as the issuing agency for classification specifications for classifications within the bargaining unit.
2. In the event the Employer creates a new classification, the Employer agrees to meet and bargain with the Union with regard to:
  - (a) whether the classification is within or excluded from the bargaining unit; and
  - (b) if the classification is within the bargaining unit, the rate of pay and hours of work of such classification.
3. Upon the request of the Union, the Employer agrees to meet and confer with the Union regarding any change in a classification specification or position description of a current Employee that would result in the reassignment of that current Employee's position to another classification.

## **ARTICLE XII** **JOB AUDITS**

1. Upon request of the Employee or the Employer, the Personnel Department shall conduct a job audit to determine whether the Employee is properly classified. The Employee shall provide all necessary information to the Personnel Department regarding the job audit.
2. Within thirty (30) working days of receipt of the information, the Personnel Department shall determine if the Employee should be reclassified. In the event of reassignment to a classification in a higher pay range, the Employee shall be reassigned to the base rate of the new classification or the pay step representing at least a four percent (4%) increase over the Employee's prior rate of pay, whichever is higher. In the event of reassignment to a classification having the same pay range as the Employee's current classification, no increase will be received. Job audit reviews are subject to the Grievance Procedure.

**ARTICLE XIII**  
**NO STRIKE OR LOCKOUT**

1. No Employees, during the term of this Agreement, shall engage in any strike, sympathy strike, slowdown, sit-down, sit-in, cessation, stoppage, or refusal to perform work.
2. The Union, its officers and agents, shall not in any way authorize, assist, encourage, or participate in any strike, sympathy strike, slowdown, sit-in, cessation, stoppage, or refusal to perform work.
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, or refusal to perform work 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 of its disapproval of such action and instruct such Employees to cease action and return to work immediately;
  - (d) post notices at 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 handbilling 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 procedures of this Agreement, for a violation of his or her obligations under this Article.

**ARTICLE XIV**  
**DISCHARGE AND DISCIPLINE**

1. The Employer shall have the right to discharge, reduce, suspend, or discipline any Employee for just cause.
2. In the event of a suspension, reduction, or discharge, the grievance and arbitration procedures of this Agreement shall be applicable.
3. With respect to all written disciplinary matters, the Employer will notify the Employee, in writing, of any discharge, reduction, suspension, or written reprimand. If the Union desires to contest a suspension, reduction, or discharge it shall file a grievance with the Employer within a period not to exceed seven (7) calendar days from the date of the above notice. This grievance shall be included in the Employee's personnel file, together with any subsequent

decisions under the grievance and arbitration procedures. In the event that such a grievance is timely filed, the dispute shall be submitted and determined under the grievance and arbitration procedures hereinafter set forth, commencing at step 3 of the grievance procedure, and the County Administrator may limit the scope of such proceedings as provided in Article XV, Section 7 of this Agreement.

4. When a written reprimand is issued, the Employee shall sign to indicate receipt of the 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." If an Employee disputes a written reprimand, he or she may submit a written response or rebuttal, which shall be included in the Employee's personnel file.
5. An Employee who has been absent from work for a scheduled shift (other than vacation or an approved leave of absence which are covered by other Articles herein) must notify the Employer within one-half ( $1/2$ ) hour of the scheduled starting time and, upon the request of the Employer, must furnish satisfactory proof justifying the reason for the absence or be subject to disciplinary action.
6. Prior to the discharge, reduction, or suspension of any Employee who has completed his or her probationary period, the Employer shall provide the Employee with written notice of the charges against him or her, an explanation of the Employer's evidence, and an opportunity to present a response to the charges. The Director of Development or his designee shall conduct this predisciplinary hearing. If, in the Employer's judgment, the presence of the Employee pending the predisciplinary hearing might create disturbance or disruption in the workplace, the Employer may place the Employee on suspension, with or without pay, pending the outcome of the hearing; provided that if the Employee is suspended without pay pending the hearing and the Employer later determines that no discipline is warranted, the Employer shall pay the Employee for the full period of the unpaid, pre-hearing suspension. The Employee may be represented in a predisciplinary hearing pursuant to Article XV, Section 9 of this Agreement.

If the Union or the Employer requests a meeting prior to the Predisciplinary Conference, the Parties will schedule a meeting to discuss the charges and any possible resolutions.

7. 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 the Employee, less any deduction for County property withheld or debts pursuant to law or this Agreement.

#### **ARTICLE XV** **GRIEVANCE PROCEDURE**

1. A grievance shall be defined as a dispute or complaint arising between the parties hereto under this Agreement regarding the interpretation, application, performance, termination, or any breach thereof. Furthermore, this procedure is intended to supersede all provisions in the

Ohio Revised Code and the Rules of the Ohio Department of Administrative Services and the State Personnel Board of Review regarding any and all matters subject to the Grievance and Disciplinary Procedures of this contract or otherwise made subject to this Agreement.

2. All grievances must be in writing and must contain the following information to be considered:
  - (a) the grievant's name and signature;
  - (b) the grievant's classification;
  - (c) the date the grievance was first discussed at the Informal Step;
  - (d) the name of the supervisor with whom the grievance was discussed at the Informal Step;
  - (e) as much information as possible regarding the events giving rise to the grievance, including the date and time, to the extent possible, that such events occurred;
  - (f) the specific provisions of the Agreement alleged to have been violated; and
  - (g) the remedy sought to resolve the grievance.

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

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

Step 1: Within a reasonable time, not to exceed ten (10) calendar days following the date on which the Employee knew or should have known of the occurrence, an Employee having a grievance or his or her Union representative shall put the grievance in writing and take it to the Employee's immediate supervisor. The Employer shall give its answer to the Employee or his Union representative within ten (10) calendar days after the presentation of the grievance in Step 1. Within this twenty (20) calendar day period, the Employee is encouraged to continue to seek to resolve the grievance on an informal basis.

Step 2: If the grievance is not settled in Step 1, the grievance may, within seven (7) calendar days after the answer in Step 1, be presented in Step 2 in writing to the Director of the Department of Development, or his designee. The Director may schedule a meeting with the supervisor, the Employee, and their representatives, if any, to discuss the grievance. A grievance so presented in Step 2 shall be answered by the Employer in writing within seven (7) calendar days after its presentation or the meeting at which it is discussed, whichever is later.

Step 3: If the grievance is not settled in Step 2, the grievance may, within seven (7) calendar days after the answer in Step 2, be presented in Step 3 in writing to the County Administrator, or his designee. At this time, representatives of the Union, including a representative of the Local Union, may be in attendance at a meeting where, if both parties agree, witnesses and evidence may be presented which may relate to a resolution of the grievance. A grievance so presented in Step 3 shall be answered by the Employer in writing within seven (7) calendar days of its presentation or the meeting at which it is heard,

whichever is later.

**Step 4:** Within fifteen (15) calendar days of the Step 3 written response, either party may invoke arbitration pursuant to the procedures of Article XVI, Section 1 of this Agreement.

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, reduction, or suspension for disciplinary reasons shall commence at Step 3 of the grievance procedure, and after a pre-disciplinary hearing, the County Administrator shall allow the parties to present, in writing or, if the parties agree, at a meeting, only those arguments or new evidence that supplements their presentations at the pre-disciplinary hearing.
8. Where a group of Employees desires to file a grievance involving a matter affecting several Employees in the same manner, the affected Employees shall select one Employee to process the grievance, and each Employee who desires to be included in the grievance shall so indicate by signing the grievance at Step 1.
9. At any step of this grievance procedure or any pre-disciplinary hearing, the Employee may choose to be assisted by a Union representative, subject to the provisions of Section 4117.03(A)(5) of the Revised Code. An Employee electing not to be represented by the Union is not entitled to other representation.
10. An Employee serving in an initial probationary period shall not be entitled to use the grievance and arbitration procedure for any purpose.
11. 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 XVI** **ARBITRATION**

1. A grievance as defined in Article XV which has not been resolved thereunder may, within fifteen (15) calendar days after the completion of Step 3 of the Grievance Procedure, be referred for arbitration by either party to this Agreement by directing a written demand

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 AAA. The arbitration and selection of the arbitrator shall be conducted in conformity with AAA rules.

2. The fees and expenses of the arbitrator shall be borne equally by the parties. 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 final and binding on the Employer, the Union and the Employees.
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 XVII**

### **LAYOFFS**

#### 1. Grounds and Order of Layoff.

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

- (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.
2. Notice. Employees who are subject to layoff or job abolishment shall be given notice of the action, with the effective date of the action and reference to the recall and grievance procedures of this Agreement, in one of the following manners:
- (a) The Employer shall send the notice by certified or registered mail at least fourteen (14) days prior to the effective date of the action to the Employee's last known address; or
  - (b) The Employer shall hand-deliver the notice at least ten (10) calendar days prior to the effective date of the action.
3. Grant-Restricted Funds. If the Employee's wages are paid through grant monies or restricted funds, and such monies or funds are terminated without prior notification to the Employer, the Employee may be laid off effective immediately upon receipt of notice under Section 2 (a) or (b) of this Article, subject to the displacement and recall provisions of the remainder of this Article.
4. Bumping Rights. Employees may displace (bump) the least senior Employee in a lower classification in the same classification series provided that the Employee has more seniority than the Employee displaced and is presently qualified to perform the work. Classification series are set forth in Appendix C to this Agreement. Employees displaced pursuant to this provision may in turn displace less senior Employees in their classification or, if there are none, the least senior Employee remaining in a lower classification in the same classification series, provided the Employee has more seniority than the Employee displaced and he or she remains presently qualified to perform the work. This procedure shall continue successively until the last Employee in the lowest classification in the classification series has been reached and, if necessary, laid off.
5. Reassignment following Reduction in Force. The parties agree that a reduction in the work force within a classification may result in the reassignment of Employees to different job assignments within their respective classifications, and reassignment of hours and days of work, subject to the provisions of Article XXIV of the Agreement (Hours of Work and Overtime).
6. Recall. An Employee who is laid off (including through job abolishment) shall be placed on a recall list for a period of one (1) year. If there is a recall, Employees on the recall list shall be recalled to the classification from which they were laid off or any lower classification in the same classification series, in the inverse order of their layoff, provided they are presently qualified to perform the work in that classification. Employees who are eligible for recall shall be given fourteen (14) calendar days notice of recall, and notice of recall shall be sent to the Employee by certified mail with a copy to the Union, provided that the Employee must notify the Employer of his or her intention to return within seven (7) calendar days after receiving notice of recall. The Employee shall report to work within fourteen (14) calendar

days of the receipt of the notice of recall, or his or her recall rights are waived. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address provided by the Employee, it being the obligation and responsibility of the Employee to provide the Employer with his or her latest mailing address.

7. In the event of a tie among two (2) or more Employees with respect to the order of layoff or recall, the affected Employees shall draw lots, according to a mutually agreed procedure, to determine the order of layoff or recall.
8. 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 (but excluding the provisions of Section 9, below). 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.
9. The Employer retains the right to furlough employees in accordance with County policy but such furloughs shall not exceed a total of eighty (80) hours in any twelve (12) month period running July 1 – June 30 of any whole or partial calendar year covered under this Agreement and such furloughs shall be consistent with a furlough program applicable to non-bargaining unit employees within the Department of Development. An unpaid furlough may consist of full days, partial days, reduced hours, or any combination thereof. Furloughed hours will be scheduled by the Employer and will be unpaid; however, no bargaining unit employee shall be required to be furloughed more than sixteen (16) hours in any one bi-weekly pay period. The plan to furlough Employees, including a listing of affected Employees and the furlough work schedules, will be provided to the Union prior to implementation of the plan.
10. The provisions of this Article shall be the sole and exclusive authority for the furlough, layoff, job abolishment, or recall of Employees subject to this Agreement, notwithstanding any contrary provision of the Revised Code or rules of the Department of Administrative Services.

#### **ARTICLE XVIII** **BREAK PERIODS**

Employees may take brief breaks from job duties for personal purposes such as use of the bathroom, purchase of beverages, or putting money in parking meters. Such interruptions may be limited in the Employer's discretion, and may not be extended for purposes of smoking. Employees who smoke are only entitled to the same consideration for personal breaks as other Employees. No Employee may use a break period at the start or end of the work shift or the lunch period.

#### **ARTICLE XIX** **PERSONNEL RECORDS**

1. Within a reasonable time of a request, not to exceed three (3) business days, an Employee may inspect his or her personnel file, provided such requests have not been made with unreasonable frequency. The following requirements govern such requests:
  - (a) The Employee shall inspect the personnel file at a time mutually agreeable to the Employee and the Employer. With prior notification to the Employer, the Employee may have a representative present during such inspection. The Employee may designate, by presentation of a signed, written authorization, a representative to inspect the Employee's personnel file in his or her place, subject to the other provisions of this Article.
  - (b) If the Employee objects to any item in the personnel file, he or she may provide written clarification or explanatory response for inclusion in the file.
  - (c) Employees may request copies of items in their personnel file subject to a reasonable copying charge imposed in the discretion of the Employer.
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. (a) For the purposes of disciplinary proceedings only and any grievance or arbitration proceeding relating to disciplinary action taken under this Agreement, records of disciplinary action shall not be admissible in any pre-disciplinary hearing or grievance or arbitration proceeding after the time periods stated below, provided that the Employer has imposed no further discipline for any offense of any kind during the specified period:
  - (1) Verbal and written reprimands one (1) year.
  - (2) Suspensions of two (2) days or less two (2) years.
  - (3) Suspensions of more than (2) days, disciplinary demotions or reduction, or other disciplinary action three (3) years.
- (b) No record of discipline for theft; falsification of records (including but not limited to employee time cards, inspection logs, building or electrical permits, or mileage claims); destruction of Employer equipment, property, or records; or mistreatment of customers, members of the public, or other employees, shall be barred from admissibility under the provisions of subsection (a).

**ARTICLE XX**  
**MAINTENANCE OF DRIVER'S LICENSE**

1. The ability to drive a vehicle in the course of performing inspections is an essential duty of every Employee covered by the Agreement. According, each Employee must maintain in force a valid operator's permit for the vehicle driven in the course of the Employee's work.
2. In the event that an Employee's driving privileges are suspended for a period not to exceed thirty (30) days, then the Employer may, in its sole discretion, approve one of the alternative

actions:

- (a) The Employee may procure the assistance of a substitute driver, acceptable to the Employer, and who possesses the required Ohio operator's permit and is insurable under the standards of the Employer's insurance carrier, as provided in Section 3 of this Article. The substitute driver shall not, under any circumstances, be entitled to compensation from Butler County, and either the Employee shall compensate the driver for the driver's services, or the driver shall confirm in a written agreement that he or she is volunteering services to the County without compensation under the Fair Labor Standards Act of 1938, as amended.
- (b) The Employer may grant the Employee a leave of absence without pay for a period not to exceed thirty (30) days for the period of the suspension, as provided in Article XXVIII (Unpaid Leave). The decision to grant or deny such a leave lies in the sole discretion of the Employer and is not subject to the grievance and arbitration procedures of this Agreement.

Nothing in this Article shall be construed as any waiver of the Employer's right to discipline Employee's for just cause, including for off-duty conduct where consistent with the principles of just cause.

3. All Employees must, as a condition of hire and continued employment, maintain a safe driving record both on- and off-duty sufficient to maintain insurability, and must meet any driver eligibility guidelines that may be set by the County's insurer that have been approved by the Board of County Commissioners.
4. All Employees must comply with the Drug-Free Workplace Act policy adopted by the Board of County Commissioners.

## **ARTICLE XXI**

### **OUTSIDE EMPLOYMENT AND CONFLICTS OF INTEREST**

1. Employees shall not be employed by employers other than Butler County, nor shall they contract for or accept anything of value in return for services, nor shall they otherwise be self-employed for remuneration, without the written approval of the Director of Development. Employees may not hold outside jobs, including self-employment, which would: (1) result in a potential conflict of interest or appearance of a conflict of interest; (2) result in work that may potentially fall within the regulatory jurisdiction of the Department of Development; (3) involve the use of County equipment, including telephones, or supplies; (4) provide the Employee with insufficient rest time to allow for the efficient and alert performance of his or her duties with Butler County; (5) result in compensation greater than that received from the County, as measured on an annual basis; or (6) infringe in any other way on their ability to do their work for the County. Employees seeking permission to perform outside employment shall annually apply in writing to the Director of Development for approval. If outside employment, including self-employment, has been approved or permitted by the Employer, and if it later appears that such outside employment, including self-employment, is resulting in activity which would not be approved if initially requested

under this Agreement, prior approval for such outside employment may be revoked, provided that the Employee involved shall receive at least fourteen (14) calendar days advance notice in writing of such revocation.

2. No Employee may conduct any inspection, issue any approval, or otherwise perform services on behalf of Butler County with respect to any property, project, or business in which the Employee or anyone related to the Employee by blood or marriage has a financial or proprietary interest, unless such work has been expressly approved in writing in advance by the Director of Development, with full disclosure of the nature of the relationship.

## **ARTICLE XXII** **DRESS CODE**

1. Employees assigned to work the full shift in the office shall dress appropriately for an office, business environment and in a manner that presents a favorable public image. Unless otherwise approved by the Employer, Employees working in the office must wear a polo shirt or a dress shirt or blouse, dress slacks for men; or dress slacks, skirt, or a dress for women, and dress shoes with socks or hose. Employees of either sex may wear business casual, non-denim slacks in lieu of standard dress pants.
2. Employees who perform inspections in the field are required to wear full length slacks or trousers (neat jeans without tears or holes are permissible), a shirt with a collar, and may wear casual shoes with socks. Tee-shirts are not permitted under any circumstances.
3. The Employer may, in its discretion, provide uniform pants and shirts for Employees, in which event Employees are required to wear the uniforms provided.
4. In January of each year, the Employer shall provide an allowance to Employees for \$150.00 for the cost of boots or shoes, shirts, coats, coveralls, or other work-related clothing approved by the Employer. Employees may choose to purchase clothing without a Butler County logo. If a Butler County logo is not present, Employees must wear Employer-issued identification in plain view during work hours.
5. Any allowance provided by the County, herein, will be reported as taxable income to the Employee if the Internal Revenue Service (IRS) requires such expense to be reported.

## **ARTICLE XXIII** **HEALTH & SAFETY**

1. It is the responsibility of the Employer to provide reasonably safe working conditions in compliance with applicable requirements of federal and state law. It is the duty of the Employees to comply with all safety rules, regulations, and procedures promulgated by the Employer.
2. In the event an Employee believes that the physical facility, equipment, or furnishings are in

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

3. Employees shall immediately report all on-the-job or work-related injuries to the Building and Zoning Administrator, Director of Development, or Personnel Department.
4. If during an employee's working hours, an employee's private automobile is broken into and damaged, and the County's assigned laptop is stolen, the Employer will reimburse the employee for his or her private insurance deductible for such damage to an amount not to exceed \$250.00, subject to Article 37 (Savings Clause).

#### **ARTICLE XXIV** **HOURS OF WORK AND OVERTIME**

1. The normal work week for Employees shall be forty (40) hours per week, consisting of five (5), eight- (8-) hour days, Monday through Friday. In the event the Employer contemplates changes to the normal work week, the Employer agrees to meet and bargain with the Union prior to implementing any change. The seven-day work period, for overtime calculation purposes, shall commence on Saturday at 12:01 a.m. and conclude the following Friday at 12:00 midnight, or whatever other period is set by the Auditor's Office for payroll purposes.
2. 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.
3. The Employer shall not assign additional hours of work to part-time or intermittent employees if the effect would be to deny full-time Employees enough inspection assignments to maintain a full work day of eight (8) hours, unless the full-time Employee agrees voluntarily to adjust hours or use leave time.
4. (a) An Employee whose hours worked, as defined by the Fair Labor Standards Act, total in excess of forty (40) hours in one work week, shall, at the option of the Employer, either be paid cash at one and one-half times his or her regular rate or receive compensatory time off on the basis of one and one-half hours off for each hour of overtime worked. In addition to the FLSA definition of "hours worked," the Employer shall count vacation time and holiday time as "hours worked" for purposes of overtime calculation.  
  
(b) Time off to use earned compensatory time will be granted within a reasonable time of

the Employee's request, not to exceed thirty (30) days, unless granting the request would unduly disrupt the operations of the Employer. No Employee shall be permitted to accrue more than eighty (80) hours of unused compensatory time and any Employee who has accrued unused compensatory time to the eighty- (80-) hour limit shall be paid in cash for additional overtime worked. Additionally, any compensatory time accrued may be converted to and paid as cash overtime at the Employer's option. 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.

(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. An Employee may on occasion nonroutinely work through the lunch period if, in the opinion of the supervisor, doing so is a more efficient use of time for purposes of performing inspections. It is agreed that the supervisor will be informed of and approve each occurrence. Time flexed under this arrangement cannot result in the accrual of overtime and must occur and be equalized within the same 40-hour pay week.

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

## **ARTICLE XXV**

### **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) Presidents' Day
- (4) Memorial Day
- (5) Independence Day
- (6) Labor Day
- (7) Veterans' Day
- (8) Thanksgiving Day
- (9) Day after Thanksgiving
- (10) Christmas Day

(b) 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.

2. In addition to the above holidays, in any calendar year in which the Board of County Commissioners approves Christmas Eve Day and/or New Year's Eve Day as an additional full-day holiday or holidays for non-bargaining unit County employees, bargaining unit employees shall be entitled to such holiday(s) in the same manner as such non-bargaining

unit employees.

3. 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, or the day observed as such, but not both, they will be given compensatory time off or cash, as determined by the Employer, at the time-and-one-half rate for all hours worked on the holiday.
4. If a holiday falls during an Employee's vacation, the holiday shall not be included in the calculation of vacation leave used.
5. An Employee, in order to receive holiday pay or compensatory time or other overtime compensation as set forth above, if scheduled, must be in active pay status and, if scheduled, work the day before and the day after the holiday unless absence from work is due to illness or injury, in which event a doctor's certificate shall be required. In order for an Employee to receive holiday pay, such Employee must be in active pay status for the day immediately preceding the holiday.

## **ARTICLE XXVI**

### **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. Notwithstanding the provisions of Section 1 of this Article, an Employee hired on or after July 5, 1987, shall be able to count only service credit with Butler County or another Ohio county for purposes of vacation accrual, or service credit with the State of Ohio or any political subdivision of the State other than another Ohio county but only up to a maximum of eight (8) years of such non-county credit.
3. Vacation is in addition to any recognized holidays as set forth in Article XXV (Holidays) 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. (a) Following completion of the first year of employment, Employees shall accrue vacation leave in each biweekly pay period in which they are in active pay status at the following rate:

<u>Annual Rate</u>	<u>Biweekly Rate</u>
Two weeks .....	3.1 hours
Three weeks .....	4.6 hours
Four weeks .....	6.2 hours
Five weeks .....	7.7 hours

(b) In any biweekly period in which a full-time Employee is in active pay status for fewer than eighty (80) hours, he or she shall accrue vacation at a pro-rata rate.

5. The Employer shall approve or deny vacation requests based on the staffing requirements within the classification at the time requested, and requests for a vacation shall not be unreasonably denied. Vacation requests must be made at least thirty (30) days in advance of the proposed starting date. When two or more Employees request vacation leave and the Employer determines that not all the requests can be accommodated, scheduling shall be based on the Employee s seniority; provided, however, that the Employer is not required to alter or cancel the vacation already approved for an Employee because a more senior Employee has later requested vacation for the same period.
6. Vacation pay shall be based upon the Employee’s regular pay in effect when the Employee starts his or her vacation. Vacation may be taken in minimum units of one-tenth (<sup>1</sup>/<sub>10</sub>) hour.
7. Vacation leave may not be carried over more than two (2) years.
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 customers, 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. In the case of the death of an Employee, the unused vacation leave and unpaid wages of the Employee shall be paid in the following order to:
  - (a) The surviving spouse;
  - (b) Any one or more of the Employee’s children eighteen (18) years of age or older, in equal shares;
  - (c) The father and mother of the Employee, in equal shares, or the survivor of them; or
  - (d) The estate of the Employee.

**ARTICLE XXVII**  
**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 jurors 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 less any compensation earned in the pay period by reason of such military service.
4. The Employer shall have the right to demand proof of proper use of any paid leave. Falsification of any information with respect to any paid leave, including, but not limited to paid sick leave, shall be grounds for discharge.
5. Attendance Incentive:
  - a. Employees who have completed their initial probationary period shall be entitled to a personal day for perfect attendance in each four (4) month period (i.e., January 1-April 30, May1-August 31, September 1-December 31) of the calendar year, but in no case shall an employee be entitled to more than two (2) personal days within a calendar year. 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, May 1, or September 1 of each year (or following the conclusion of the last pay period of the prior four [4] month period, 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 a personal day must be used in the four (4) month period in which it is 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.

**ARTICLE XXVIII**  
**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 pregnancy-related 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 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. All requests for leaves of absence without pay for purposes of child care shall be considered on a nondiscriminatory basis without regard to the sex of the Employee. An adoptive parent’s request for leave of absence for purposes of child care shall be considered on the same basis as that of a biological parent under similar circumstances. The Employer retains the right to consider such requests in its discretion under Section 3, and may limit such leave to one of two parents.

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

3. Other Leaves. The Employer shall grant leaves of absence where required by the Family and Medical Leave Act of 1993, and the Union and the Employer agree to consider such requests for leave in accordance with the Employer’s Policy. Leaves of absence without pay, for benefits for other reasons, including but not limited to for purposes of child care and educational reasons, 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, and subject to any conditions or requirements of the insurer, the Employer shall continue group health insurance

coverage at the expense of the Employee to the extent required by federal law; provided further that the Board of County Commissioners shall continue group health insurance coverage in force, at the expense of the Employer, for the same period as is offered to other County employees generally, not to exceed the first ninety (90) days of a leave without pay.

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

## **ARTICLE XXIX**

### **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 leave, hours on holiday leave, hours on paid sick leave, hours of compensatory time off, and all 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 provided that the Employee has notified his or her supervisor or the supervisor's designee within one-half ( $1/2$ ) hour of the scheduled starting time for each day of the Employee's absence:
  - (a) Illness or injury of the Employee;
  - (b) Serious illness or injury of immediate family members requiring the Employee's presence to care for the family member, 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;
  - (f) Death of a member of the Employee's immediate family, pursuant to Sections 10 and 11.
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, including a physician's statement signed by the treating physician stating that the Employee was unable to work for the period in question. In the case of an illness or injury for three (3) or more consecutive days, an Employee may not return for duty or be paid sick leave without such a statement from the Employee's physician.
5. Sick leave may be granted when an immediate family member suffers serious illness or

injury requiring the Employee's presence. When Employees request to use sick leave to care for a member of the immediate family, the Employer will evaluate the request based on the nature of the condition, the need for direct care, and the availability of other relatives and care-providers with whom the burden of care can be shared. The Employer may approve the amount of sick leave to be used in its sole discretion. "Immediate family member" shall be defined as the spouse, child, brother, sister, parent, legal guardian, legal ward, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or other relative who regularly resides in the Employee's home. Step-children, step-parents, and step-siblings shall be covered under this Section if the relation dates back to the Employee's childhood, such as a step-parent who helped raise the Employee, a step-child who grew up in the Employee's home, or step-siblings who lived in the same home as minors. The Employer may require the Employee to produce a physician's statement regarding the illness and the necessity for the Employee's presence.

- (a) Upon exhaustion of accrued sick leave, the Employee may be permitted to use vacation leave. At the sole discretion of the Employer, 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 essential 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 requesting reinstatement shall be laid off.
7. Upon retirement from active service with Butler County, 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. In the event that an Employee dies with ten (10) or more years of service as set forth above, the County shall cash out the Employee's sick leave balance as provided in this Section as if the Employee had retired on the date of death, and the payment shall be made to the Employee's spouse or, if none, to the Employee's estate.
8. Sick leave shall be charged in minimum amounts of one-tenth ( $1/10$ ) hour. An Employee requesting sick leave shall inform his or her supervisor or the supervisor's designee of such request and the reason therefor within one-half hour of his or her scheduled starting time for

each day of absence, unless the Employee is hospitalized or has provided a medical statement indicating the expected date of return. Failure to do so may result in denial of sick leave for the period of absence and/or disciplinary action.

9. The Employer may require the Employee to submit to a medical examination to verify the proper use of sick leave or the Employee's ability to perform the essential duties of his or her position. The right to require such an examination is not limited by the provisions of Section 4 of this Article. The Employer shall select the physician and shall pay for the examination.
10. An Employee shall be paid sick leave pay for up to five (5) working days' absence for the death of a member of the Employee's immediate family, as defined in Section 5 of this Article. Such five (5) days must coincide with the day of death or day of the funeral. In the event of the death of the Employee's grandparent or grandchild, the Employee shall be paid sick leave for up to three (3) working days' absence under this Section.
11. In the event of a death of a relative other than those in the immediate family as described in Sections 5 and 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.
12. 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 immediate family as described in Sections 5 and 9 above.
13. 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 to the extent provided by law.

### **ARTICLE XXX**

#### **MILEAGE AND TRAVEL REIMBURSEMENT**

1. Employees shall be reimbursed for actual miles traveled in the Employee's personal vehicle on official business at the rate set by the Internal Revenue. Travel between the Employee's home and work site is not generally reimbursable; provided, however, that when an Employee ends his or her day while performing inspections in the field, the County shall reimburse the Employee for mileage from the last job site of the day to the Employee's home. Employees required to travel in their personal vehicles on a trip commencing before or after regularly scheduled work hours shall be reimbursed for mileage from the Employee's home or from the agency, whichever is less, to the approved destination and for the return trip.
2. Employees must use a county-owned vehicle, if available.
3. Employees are not eligible for mileage reimbursement and may not drive private vehicles on official business unless the Employee possesses a valid operator's permit for the vehicle driven and the Employee carries motor-vehicle liability insurance pursuant to Ohio law. Employees must use safety belts provided at all times when driving or riding in a vehicle on

official business.

4. When two (2) or more Employees are required to travel together in a personal vehicle, only one (1) Employee shall be eligible for mileage reimbursement pursuant to this Article.
5. Employees required to use commercial travel in the performance of official duties shall, with the prior approval of the Employer, be reimbursed for the cost of travel at the lowest available rate, in accordance with the County's travel reimbursement policy.
6. Employees shall be entitled to other travel and expense reimbursement provided pursuant to the policy adopted by the Board of County Commissioners.

### **ARTICLE XXXI CALL-OUT PAY**

1. Call-out time shall be defined as work assigned by the Employer performed and completed at a time disconnected from the beginning or the end of Employee's normal hours of work. An Employee who works call-out time and is required to respond in person at another location shall be paid for actual hours worked at the applicable rate; provided, however, that the Employee shall receive no less than the equivalent of four (4) hours straight-time pay at the Employee's regular rate.
2. Employees shall not be entitled to a separate, four-hour guarantee of call-out pay for calls received during the four-hour period following the first call.
3. In lieu of overtime compensation, an employee may be required, at the Employer's discretion, to flex his or her hours of work during the workweek and/or be credited with the appropriate amount of compensatory leave.

### **ARTICLE XXXII CONTINUING EDUCATION**

1. Upon the prior approval of the Employer, Employees may attend continuing education programs, classes, or seminars for purpose of earning recertification hours or continuing education units (CEUs). The Employer may limit the frequency of such approved programs or attendance during working hours in its discretion.
2. The Employer shall reimburse the Employee for the cost of registration or tuition, books, and other required fees for any program the Employer has approved under the provisions of Section 1 of this Article.
3. If the Employer requires the Employee to attend any training program, class, or seminar, the Employee shall be paid at the appropriate rate pursuant to Article XXIV (Hours of Work and Overtime), and mileage reimbursement pursuant to Article XXX (Mileage). In the case of a program, class, or seminar that meets requirements to maintain state licensure, but which has

not been directly required by the Employer, the Employee may attend the training, with the Employer's approval, on release time with pay during normal work hours, as provided by the Fair Labor Standards Act of 1938, as amended. Time attending training for maintaining state licensure outside of normal work hours is compensable with the prior approval of the Employer, provided, however, that travel time to attend the training is not compensable as hours worked, nor shall such training be considered a call-out for purposes of Article XXXI (Call-Out Pay). If the program, class, or seminar for purposes of state licensure is available during normal work hours, the Employer shall not unreasonably deny a request to attend such training. The Employer shall not be required to approve any training for purposes of a license not required by the Employer or the State of Ohio for the position held by the Employee.

4. With the approval of the Employer, Employees may be reimbursed or submit for payment for certification costs and membership fees in job-related professional associations and organizations.

### **ARTICLE XXXIII** **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 every ninety (90) days, unless the parties agree otherwise.
2. The Labor-Management Committee is to consist of no more than three (3) designated committee members and a Business Agent, from the Union, and no more than three (3) representatives appointed by the Employer.
3. Prior to the meeting, the party requesting the meeting shall submit a proposed agenda to the other party, and the Union shall notify the Employer of the bargaining-unit Employees to attend, not to exceed three (3) Employees. The other party may also submit agenda items to be considered. The parties shall consider, in alternate order, the consecutively placed items from each list.

### **ARTICLE XXXIV** **WEATHER EMERGENCIES**

1. In the event a weather emergency is declared by the Governor or the Board of County Commissioners, Employees shall be compensated for the number of hours for which they were scheduled to work during the emergency period but did not work by reason of such weather emergency.
2. Employees not scheduled to work during the emergency because of scheduled vacation or compensatory time off or continuing sick leave shall be charged for the leave regardless of the declared emergency. If, however, the vacation, compensatory time off, or sick leave ends prior to the end of the declared emergency, no leave shall be charged for such remainder.

3. An Employee who is absent, tardy, or who leaves work early with the Employer's permission on days when severe weather conditions interfere with travel but when no weather emergency has been declared by the Governor or the Board of County Commissioners, shall receive no pay for work missed. With the approval of the Employer, the Employee may account for the time absent because of inclement weather by working an equivalent time in addition to his or her regularly scheduled work hours that day or by charging such time to the Employee's vacation leave or compensatory time balance; otherwise, the Employee shall be assessed leave without pay for the hours missed. Nothing in this section shall be construed to require the Employer to keep the work facility open beyond normally scheduled hours or to otherwise permit the Employee to work make-up hours where not reasonably consistent with the Employer's normal work operations.
4. Employees shall not be required to perform inspections at times when the ice or snow conditions on roads, sidewalks, and points of access to the properties are unreasonably dangerous in the judgment of the Employer, provided that the Employer shall discuss with the Employees or the Union any concerns relating to impassable weather conditions under this Section. No Employee shall cease performing inspections under this Section without notifying his or her supervisor or the Department Director of the unsafe conditions and discussing available work options. In cases where the Employer has determined that weather conditions are impassable, the Employer may direct the Employees to perform duties in the office in lieu of approving leave for that period of time.
5. Employees shall not charge sick leave for absences due to inclement weather.
6. In the event that the Board of County Commissioners or its Administrator dismisses other Commission employees because of inclement weather, Employees in this Department shall be released also, with no loss of pay.

**ARTICLE XXXV**  
**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 Department of Development, 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 practicable 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 XXXVI**  
**AMENDMENT/EXCLUSIVE APPLICATION**

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. 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.
2. The parties agree that this Agreement will be the sole exclusive recourse available to Employees and the parties hereto, and where any provision of this Agreement conflicts with or deals with a topic covered by any otherwise applicable provisions of Ohio law, this Agreement shall prevail pursuant to Ohio Revised Code Section 4117.10(A).

**ARTICLE XXXVII**  
**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 purposes other than negotiating with respect to the provision found to be unlawful.

**ARTICLE XXXVIII**  
**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 extent of coverage under the insurance policies referred to in this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance and arbitration procedures set forth in this Agreement.

**ARTICLE XXXIX**  
**PAY RANGE**

1. The pay ranges for classifications are set forth in Schedule 1 to this Agreement.
2. If necessary for purposes of recruiting qualified candidates, the Employer may place a new hire at a wage rate above the minimum rate for the pay range, in the Employer's sole discretion.
3. The parties agree to reopen negotiations on Article XXXIX (Pay Range) on January 1, 2014 for the sole purpose of developing a performance-based method for Employees to progress through the pay ranges.

**ARTICLE XL**  
**WAGES**

1. Upon the execution of this Agreement, bargaining-unit Employees shall receive lump-sum payments on the following schedule:

July 1, 2013 = \$500.00

January 1, 2014 = \$550.00

January 1, 2015 = \$550.00

2. An Employee hired in 2013 and prior to July 1, 2013 shall receive a pro-rated 2013 lump-sum payment based on the percentage of the work year he will be employed by the Butler County Department of Development (e.g., an Employee hired on April 15, 2013 would receive  $((365-104)/365) * 500.00 = \$357.53$ ).

**ARTICLE XLI**  
**PAY SUPPLEMENT FOR COMMERCIAL INSPECTION ASSIGNMENTS**

1. A Building Inspector (other than the Commercial Building Inspector) who is assigned substantial and on-going responsibilities in performing commercial building inspections for a continuous period of more than five (5) consecutive business days shall be eligible for a pay supplement of three percent (3%) for the time of such assignment. A Building Inspector shall be considered to perform substantial and on-going responsibilities in commercial building inspections when he or she is assigned primary responsibility for commercial building inspections for a major geographic portion of Butler County. A Building Inspector shall not be otherwise eligible for a pay supplement under this Article for occasional assignments to perform commercial building inspections that do not meet the standards of this Section.
2. The Building and Zoning Administrator, with the approval of the Director of Development,

shall decide, in his sole discretion, whether residential Building Inspectors shall be assigned commercial building inspections under this Article, and to whom such assignments will be made, and such decisions shall not be subject to the grievance and arbitration procedure.

3. No Building Inspector shall continue to receive the pay supplement provided herein if the Inspector is not continuing to perform substantial and on-going responsibilities in commercial building inspections, as defined in Section 1. The Employer agrees to notify the Union before terminating any pay supplement paid under this Article, and upon request, to meet with the Union to discuss the issue.
4. Electrical Inspectors who are assigned substantial and on-going responsibilities to perform the duties of the Chief Electrical Inspector in his or her absence for a continuous period of five (5) or more consecutive business days shall be eligible for a pay supplement of three percent (3%) for the time of such assignment, under the same terms and conditions set forth in this article for temporary assignments as Commercial Building Inspector.

#### **ARTICLE XLII** **DURATION**

1. This Agreement shall become effective upon ratification by both parties, and shall continue in effect until December 31, 2015.
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 the Agreement.

**SIGNATURE PAGE**

**IN WITNESS WHEREOF**, the parties have hereunto signed by their authorized representatives this 19th day of March, 2013.

**LOCAL 648, INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL  
WORKERS, AFL-CIO**



Mark Retherford  
Commercial Building Inspector



Randall Grizzle  
Electrical Inspector

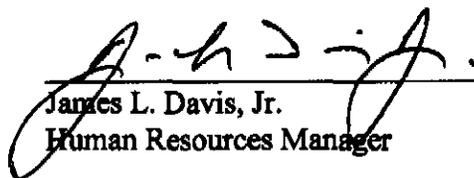


Jeff McGuffey  
Business Agent, IBEW Local 648

**BUTLER COUNTY BUILDING & ZONING  
DIVISION**



David C. Fehr  
Development Director



James L. Davis, Jr.  
Human Resources Manager

Approved and journalized by the Butler County Board of Commissioners, Resolution No. 13-04-02079, on April 8, 2013.

**Appendix A**  
**Commission Resolution Ratifying Agreement**

**Resolution No. 13-04-02079**  
**Resolved By the Board of County Commissioners of Butler County, Ohio, That**

**WHEREAS, the Butler County Board of Commissioners and the International Brotherhood of Electrical Workers (IBEW), Local 648 are Parties to a Collective Bargaining Agreement (CBA) that expired on December 31, 2012 ; and**

**WHEREAS, a Notice to Negotiate was issued by the IBEW and the State Employee Relations Board assigned Case No. 12-MED-10-1223 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 March 19, 2013; and**

**WHEREAS, a signed copy of the Tentative Agreement with all deletions from the CBA struck through and all additions to the CBA in bold-face type and a summary of changes are attached,**

**NOW, THEREFORE, BE IT RESOLVED that the Butler County Board of Commissioners do hereby ratify the CBA with the IBEW, Local 648 for bargaining-unit Employees of the Butler County Department of Development effective upon ratification and lasting through December 31, 2015.**

## **Appendix B**

### **LETTER AGREEMENT**

1. The parties expressly agree that the Employer is not obligated to retain the position of Senior Building Inspector beyond the service of John Adams, and in the event of Mr. Adams's retirement or other termination from employment, the Employer may eliminate the position without bargaining the decision or the effects of the decision with the Union. The Employer shall, in such circumstances, decide in its own discretion whether or not to retain the position.
2. During the term of this Agreement, the Employer may create a classification of Building/Electrical Inspector, in which Employees would be required to hold state licenses for Class III Building Inspector and Electrical Safety Inspector. Such Employees would perform both building and electrical inspections as part of their regular assignments. If the Employer decides to create the new classification, the Employer shall meet and bargain with the Union about the pay range for the classification, provided that the pay range shall not be lower than the existing pay range for Building and Electrical Inspectors.

**Appendix C**

**CLASSIFICATION SERIES**

**Electrical Inspector Series**

Chief Electrical Inspector  
Electrical Inspector

**Building Inspector Series**

Commercial Building Inspector  
Building Inspector

**Appendix D**  
**Family and Medical Leave Act**

**A. Statement of Policy.**

Eligible employees may request time off for family and/or medical leave of absence with job protection and no loss of accumulated service provided the employee meets the conditions outlined in this policy and returns to work in accordance with the Family and Medical Leave Act of 1993.

**B. Definitions.**

As used in this policy, the following terms and phrases shall be defined as follows:

1. "Family and/or medical leave of absence": An approved absence available to eligible employees for up to twelve (12) weeks of unpaid leave per year under particular circumstances. Such leave may be taken only for the following qualifying events:
  - a. Upon the birth of an employee's child and in order to care for the child.
  - b. Upon the placement of a child with an employee for adoption or foster care.
  - c. When an employee is needed to care for a family member who has a serious health condition.
  - d. When an employee is unable to perform the functions of his position because of the employee's own serious health condition.
  - e. Service member leave.
2. Service Member Leave: The spouse, parent or child of a member of the U.S. military service is entitled to twelve (12) weeks of FMLA leave due to qualifying exigencies of the service member being on "covered active duty" or being notified of an impending call or order to covered active duty in the Armed Forces. In addition, a spouse, child, parent or next of kin (nearest blood relative) of a service member is entitled to up to twenty-six (26) weeks of leave within a "single twelve (12)-month period" to care for a service member with a "serious injury or illness" sustained or aggravated while in the line of duty on active duty. The "single twelve (12)-month period" for leave to care for a covered service member with a serious injury or illness begins on the first day the employee takes leave for this reason and ends twelve (12) months later, regardless of the twelve (12) month period established for other types of FMLA leave.
3. "Per year": A rolling twelve (12) month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the employer will compute the amount of leave the employee has taken under this policy, and subtract it from the twelve (12) weeks of available leave. The balance remaining is the amount the employee is entitled to take at the time of the request. For example,

if an employee used four (4) weeks of FMLA leave beginning February 4, 2009, four weeks beginning June 1, 2009, and four weeks beginning December 1, 2009, the employee would not be entitled to any additional leave until February 4, 2010.

4. “Serious health condition”: Any illness, injury, impairment, or physical or mental condition that involves:
  - a. Inpatient care.
  - b. Any period of incapacity of more than three consecutive calendar days that also involves:
    - i. Two or more treatments by a health care provider, the first of which must occur within seven (7) days of the first day of incapacity and both visits must be completed within thirty (30) days; or
    - ii. Treatment by a health care provider on one occasion that results in a regimen of continuing treatment under the supervision of a health care provider.
  - c. Any period of incapacity due to pregnancy or for prenatal care.
  - d. A chronic serious health condition which requires at least two “periodic” visits for treatment to a health care provider per year and continues over an extended period of time. The condition may be periodic rather than continuing.
  - e. Any period of incapacity which is permanent or long term and for which treatment may not be effective (i.e. terminal stages of a disease, Alzheimer’s disease, etc.).
  - f. Absence for restorative surgery after an accident/injury or for a condition that would likely result in an absence of more than three days absent medical intervention. (i.e. chemotherapy, dialysis for kidney disease, etc.).
5. “Licensed health care provider”: A doctor of medicine, a doctor of osteopathy, podiatrists, dentists, optometrists, psychiatrists, clinical psychologists, and others as specified by law.
6. “Family member”: Spouse, child, parent or a person who stands “*in loco parentis*” to the employee.
7. “Covered Service Member”: Means either:
  - a. A member of the Armed Forces, including a National Guard or Reserve Member, who is undergoing medical treatment, recuperation, or therapy, is in

outpatient status, or is on the temporary disability retired list, for a serious injury or illness; or

- b. A veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a National Guard or Reserves Member, at any time during the five years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy.
- 8. “Outpatient Status”: The status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or to a unit established for the purpose of providing command and control of members of the Armed Forces receiving outpatient medical care.
  - 9. “Next Of Kin”: The term “next of kin” used with respect to a service member means the nearest blood relative of that individual.
  - 10. “Serious Injury Or Illness”: (For purposes of the twenty-six (26) week military caregiver leave) means: for active service members, an injury or illness incurred in the line of duty or that existed before the beginning of the service member’s active duty and was aggravated by service in the line of duty and that may render the service member medically unfit to perform the duties of the member’s office, grade, rank, or rating. For purposes of a veteran, a qualifying injury or illness that was incurred in the line of duty or that existed before the beginning of the service member’s active duty and was aggravated by service in the line of duty and manifested itself before or after the member became a veteran.

**“Covered Active Duty”:** (For purposes of the twelve (12)-week qualifying exigency leave) is defined as either duty during the deployment of a regular member with the Armed Forces to a foreign country; or duty during the deployment of a reserve member with the Armed Forces to a foreign country under a call to order to active duty under a provision of law referred to in § 101(a)(13)(B) of Title X, United States Code.

- 11. “Qualifying Exigency”: (For purposes of the twelve (12)-week qualifying exigency leave) includes any of the following:
  - a. Up to seven days of leave to deal with issues arising from a covered military member’s short notice deployment, which is a deployment on seven (7) or fewer days notice.
  - b. Military events and related activities, such as official ceremonies, programs, or events sponsored by the military, or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active duty status of a covered military member.

- c. Qualifying childcare and school activities arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis; enrolling or transferring a child to a new school; and attending certain school and daycare meetings if they are necessary due to circumstances arising from the active duty or call to active duty of the covered military member.
- d. Making or updating financial and legal arrangements to address a covered military member's absence, such as preparing powers of attorney, transferring bank account signature authority, or preparing a will or living trust.
- e. Attending counseling provided by someone other than a health care provider for oneself, the covered military member, or a child of the covered military member, the need for which arises from the active duty or call to active duty status of the covered military member.
- f. Rest and recuperation leave of up to five (5) days to spend time with a covered military member who is on short-term, temporary, rest and recuperation leave during the period of deployment.
- g. Attending certain post-deployment activities within ninety (90) days of the termination of the covered military member's duty, such as arrival ceremonies, reintegration briefings, and any other official ceremony or program sponsored by the military, as well as addressing issues arising from the death of a covered military member.
- h. Any qualifying exigency which arose out of the covered military member's active duty or call to active duty status.

**C. Leave Entitlement.**

To be eligible for leave under this policy, an employee must meet all of the following conditions:

- 1. Worked for the agency for at least twelve (12) non-consecutive months, or fifty-two (52) weeks.
- 2. Actually worked at least one thousand fifty (1,250) hours during the twelve (12) month period immediately prior to the date when the FMLA leave is scheduled to begin.
- 3. Work at a location where the Employer employs fifty (50) or more employees within a seventy-five (75) mile radius.
  - a. The entitlement to FMLA leave for the birth or placement for adoption or foster care expires at the end of the twelve (12) month period following such birth or placement.

- b. Spouses who are both employed by the agency are jointly entitled to a combined leave total of twelve (12) weeks (rather than twelve (12) weeks each) for the birth of a child, upon the placement of a child with the employees for adoption or foster care, and for the care of certain family members with serious health conditions.

**D. Use of Leave.**

The provisions of this policy shall apply to all family and medical leaves of absence as follows:

1. Generally: An employee is only entitled to take off a total of twelve (12) weeks of leave per year under the FMLA. As such, employees will be required to utilize their accumulated unused paid leave (sick, vacation, etc) in conjunction with their accumulated unused unpaid Family Medical Leave. Employees will be required to use the type of accumulated paid leave that best fits the reason for taking leave and must comply with all procedures for requesting that type of leave as stated in the relevant policy. Any time off that may legally be counted against an employee's twelve (12) week FMLA entitlement will be counted against such time.
2. Birth of An Employee's Child: An employee who takes leave for the birth of his or her child must first use all available accrued paid vacation leave prior to using unpaid leave for the remainder of the twelve (12) week period. However, if the employee requests leave for the employee's own serious health condition as a result of the pregnancy or post-partum recovery period, the employee will be required to exhaust all of her sick leave prior to using unpaid leave for the remainder of the twelve (12) week period. *(Note: See section E below for information on disability leaves.)*
3. Placement of a Child for Adoption or Foster Care: An employee who takes leave for the placement of a child for adoption or foster care must first use all available accrued paid vacation leave prior to using unpaid leave for the remainder of the twelve (12) week period.
4. Employee's Serious Health Condition or Family Member's Serious Health Condition: An employee who takes leave because of his serious health condition or the serious health condition of his family member must use all available accrued paid sick and vacation leave prior to using unpaid leave for the remainder of the twelve (12) week period.

**E. FMLA and Disability/Workers' Compensation.**

An employee who is eligible for FMLA leave because of his own serious health condition may also be eligible for workers' compensation if the condition is the result of workplace accident or injury. Regardless of whether the employee is using worker's compensation benefits, the Employer may designate the absence as FMLA leave, and count it against the employee's twelve (12) week FMLA entitlement if the injury or illness constitutes a serious health condition under the FMLA. In addition, as these may be compensated absences, if the employee participates in the worker's compensation program, the employee is not eligible to

use paid leave of any type (except as supplemental benefits, if applicable and requested by the employee), nor can the employer require him to do so, while the employee is receiving compensation from such a program.

**F. Procedures For Requesting FMLA Leave.**

Requests for FMLA leave must be submitted in writing at least thirty (30) days prior to taking leave or as soon as practicable prior to the commencement of the leave. If the employee fails to provide thirty (30) days notice for foreseeable leave with no reasonable excuse for the delay, the leave may be denied until at least thirty (30) days from the date the employer receives notice. The employee must follow the regular reporting procedures for each absence.

FMLA requests must be submitted on a standard leave form prescribed by the Employer. The Employer will determine whether the leave qualifies as FMLA leave, designate any leave that counts against the employee's twelve (12) week entitlement, and notify the employee that the leave has been so designated.

When an employee needs foreseeable FMLA leave, the employee shall make a reasonable effort to schedule the treatment so as not to unreasonably interfere with the Employer's operations.

**G. Certification of Need for FMLA Leave.**

An employee requesting FMLA leave due to his family member's serious health condition must provide a doctor's certification of the serious health condition, which must designate that the employee's presence is reasonably necessary. Such certification shall be submitted at the time FMLA leave is requested, or if the need for leave is not foreseeable, as soon as practicable. An employee requesting FMLA leave due to the birth or placement of a child must submit appropriate documentation at the time FMLA leave is requested.

The Employer, at its discretion, may require the employee to sign a release of information so that a representative other than the employee's immediate supervisor can contact the medical provider. If the medical certification is incomplete or insufficient, the employee will be notified of the deficiency and will have seven (7) calendar days to cure the deficiency.

The Employer may require a second medical opinion prior to granting FMLA leave. Such opinion shall be rendered by a health care provider designated or approved by the Employer. If a second medical opinion is requested, the cost of obtaining such opinion shall be paid for by the Employer. If the first and second opinions differ, the Employer, at its own expense, may require the binding opinion of a third health care provider approved jointly by the Employer and the employee. Failure or refusal of the employee to submit to or cooperate in obtaining either the second or third opinions, if requested, shall result in the denial of the FMLA leave request.

Employees who request and are granted FMLA leave due to serious health conditions may be required to provide the Employer periodic written reports assessing the continued qualification for FMLA leave. Further, the Employer may request additional reports if the

circumstances described in the previous certification have changed significantly (duration or frequency of absences, the severity of the condition, complications, etc.), or if the employer receives information that casts doubt on the employee's stated reason for the absence. The employee must provide the requested additional reports to the Employer within fifteen (15) days.

#### **H. Intermittent/Reduced Schedule Leave.**

When medically necessary, an employee may take FMLA leave on an intermittent or reduced work schedule basis for a serious health condition. An employee may not take leave on an intermittent or reduced schedule basis for either the birth of the employee's child or upon the placement of a child for adoption or foster care with the employee unless specifically authorized in writing by the Executive Director. Requests for intermittent or reduced schedule FMLA leave must be submitted in writing at least thirty (30) days prior to taking leave, or, as soon as practicable.

To be entitled to intermittent leave, the employee must, at the time such leave is requested, submit additional certification as prescribed by the Employer establishing the medical necessity for such leave. This shall be in addition to the documentation certifying the condition as FMLA qualifying. The additional certification shall include the dates and the duration of treatment, if any, the expected duration of the intermittent or reduced schedule leave, and a statement from the health care provider describing the facts supporting the medical necessity for taking FMLA leave on an intermittent or reduced schedule basis. In addition, an employee requesting foreseeable intermittent or reduced schedule FMLA leave may be required to meet with the Executive Assistant or designee to discuss the intermittent or reduced schedule leave.

An employee who requests and is granted FMLA leave on an intermittent or reduced schedule basis may be temporarily transferred to an available alternative position with equivalent class, pay, and benefits if the alternative position would better accommodate the intermittent or reduced schedule. An employee who requests intermittent or reduced schedule leave due to foreseeable medical treatment shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the Employer's operations.

#### **I. Employee Benefits.**

Except as provided below, while an employee is on FMLA leave, the Employer will continue to pay its portion of premiums for any life, medical, and dental insurance benefits under the same terms and conditions as if the employee had continued to work throughout the leave. The employee continues to be responsible for the payment of any contribution amounts he would have been required to pay had he not taken the leave, regardless of whether the employee is using paid or unpaid FMLA leave. Employee contributions are subject to any change in rates that occurs while the employee is on leave.

The Employer will not continue to pay the Employer portion of premiums for any life, medical, and dental insurance benefits if, while the employee is on FMLA leave, the employee fails to pay the employee's portion of such premiums or if the employee's payment

for his portion of the premium is late by more than thirty (30) days. If the employee chooses not to continue health care coverage during FMLA leave, the employee will be entitled to reinstatement into the benefit plan upon return to work.

If the employee chooses not to return to work for reasons other than a continued serious health condition or circumstances beyond the employee's control, the Employer may seek reimbursement from the employee for any amounts paid by the Employer for insurance benefits the employee received through the Employer during any period of unpaid FMLA leave. Leave balances accrued by an employee prior to taking FMLA leave and not used by the employee as outlined in the section entitled "Use of Leave" will be retained by the employee.

FMLA leave, whether paid or unpaid, will not constitute a break in service. Upon the completion of unpaid FMLA leave and return to service, the employee will return to the same level of service credit as the employee held immediately prior to the commencement of FMLA leave. In addition, FMLA leave will be treated as continuous service for the purpose of calculating benefits which are based on length of service. However, specific leaves times (i.e. sick, vacation, and personal leave and holidays) will not accrue during any period of unpaid FMLA leave.

**J. Reinstatement.**

An employee on FMLA leave must give the Employer at least two business days notice of his intent to return to work, regardless of the employee's anticipated date of return. Employees who take leave under this policy will be reinstated to the same or a similar position upon return from leave except that if the position that the employee occupied prior to taking FMLA leave is not available, the employee will be placed in a position which entails substantially equivalent levels of skill, effort, responsibility, and authority and which carries equivalent status, pay, benefits, and other terms and conditions of employment as the position the employee occupied prior to taking FMLA leave. The determination as to whether a position is an "equivalent position" will be made by the Employer.

An employee will not be laid off as a result of exercising her right to FMLA leave. However, the Employer will not reinstate an employee who has taken FMLA leave if, as a result of a layoff within the agency, the employee would not otherwise be employed at the time reinstatement is requested. An employee on FMLA leave has no greater or lesser right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during her FMLA leave.

Prior to reinstatement, employees who take FMLA leave based on their own serious health condition shall provide certification from the employee's health care provider that the employee is able to perform the essential functions of his position, with or without reasonable accommodation.

**K. Records.**

All records relative to FMLA leave will be maintained by the Employer as required by law. Any medical records accompanying FMLA leave requests will be kept separate from an employee's regular personnel file. To the extent permitted by law, medical records related to FMLA leave shall be kept confidential.

**SCHEDULE 1  
2010**

<u>Position Title</u>	<u>Minimum</u>	<u>Maximum</u>
Commercial Building Inspector	\$19.59	\$27.04
Building Inspector	\$19.02	\$26.25
Chief Electrical Inspector	\$19.59	\$27.04
Electrical Inspector	\$19.02	\$26.25