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A G R E E M E N T

Between

BUTLER COUNTY BOARD OF COUNTY COMMISSIONERS

And

LOCAL 3396-A, OHIO COUNCIL 8, AFSCME, AFL-CIO

**SERB Case No. 2015-MED-09-0776
(Butler County Maintenance Department)**

Effective through December 31, 2018

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Approved by Board of County Commissioners:

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

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A G R E E M E N T

AGREEMENT made and entered into this 4th day of April, 2016 and between **THE BUTLER COUNTY BOARD OF COUNTY COMMISSIONERS** (hereinafter called the “Commissioners” or “Employer” or “Management”) and **OHIO COUNCIL 8, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO** and **LOCAL 3396-A, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO**, (hereinafter collectively referred to as the “Union” or “AFSCME”) acting herein on behalf of the Employees of the Employer, as hereinafter defined, now employed and hereafter to be employed and collectively designated as the “Employees.”

W I T N E S S E T H:

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, Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO and Local 3396-A, American Federation of State, County and Municipal Employees, AFL-CIO, as the sole and exclusive bargaining representative for all Butler County Maintenance Department employees, employed by the Butler County Board of County Commissioners, in all matters of wages, hours of work, benefits, and other conditions of employment, excluding all management-level employees and supervisors as defined in the Act.
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 checkoff card for the Employee. Amounts deducted shall be remitted to Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, 6800 North High Street, Worthington, Ohio 43085-2512. The Union shall advise the Employer, in writing, of the amounts to be deducted. The Union shall designate, in writing, the address where the monies shall be remitted.
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 fifteen (15) days of their deduction. Each remittance shall be accompanied by the following alphabetical lists:
 - (a) For Employees for which deductions were made, the name, address, and social security number of the Employee, and amount deducted;
 - (b) The name of each Employee whose name has been dropped from the prior checkoff list and the reasons for the omission.
3. This checkoff authorization and assignment may only be revoked by the Employee during any thirty (30) to forty-five (45) day period prior to the expiration of the collective bargaining agreement with the Employer by the Employee giving written notice to the Union and the Employer with proof of service. This checkoff and assignment shall continue after revocation of membership and shall not terminate until thirty (30) days after receipt of said timely written notice by the Union or termination of any current collective bargaining agreement, whichever is later.

4. The Union agrees that it will indemnify and hold the Employer harmless from any recovery of damages and expenses sustained by reason of any action taken under this Article.
5. 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) lay off from work, or
 - (d) an agreed leave of absence, or
 - (e) written revocation of the check-off authorization by the Employee, subject to the conditions of Section 3 of this Article.

ARTICLE III
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, union affiliation, 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, real location of duties, modification of leave policies, or any other form of reasonable accommodation.

ARTICLE IV
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 a bulletin board which shall be used for the purpose of posting proper Union notices. The parties shall agree to the actual location of the board in the work facility. The Employer may remove any notice posted which attacks another Employee, contains derogatory attacks upon the Employer or another organization, or contains comments regarding a candidate for public or union office.
3. No insignia which has not been authorized by the Employer shall be worn on Employee uniforms.
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. No Union business may be conducted during work time without the prior approval of the County Administrator, or his designee, or as otherwise provided herein.
6. 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.
7. Notwithstanding any other provision of Ohio law, including Section 9.84 of the Revised Code, an Employee entitled to representation in any investigation, meeting, hearing, or proceeding under the collective bargaining agreement shall be entitled to Union representation but not any other counsel or representative not authorized by the Union.

ARTICLE V

PROBATIONARY EMPLOYEES

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

2. During the probationary period, the Employer may discharge, suspend, or reduce any probationary employee at will, and such discharge or other discipline shall not be subject to the grievance and arbitration procedure of this Agreement.
3. All promotions within the unit described in this Agreement shall be probationary for a period not to exceed one hundred eighty (180) calendar days. Prior to the expiration of the promotional probationary period, the Employer may demote the probationary employee to the position from which he or she was promoted, and such demotion shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE VI

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.

ARTICLE VII

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.

ARTICLE VIII
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 IX
CLASSIFICATIONS AND PROMOTIONS

1. The Employer shall provide to the Union a copy of all current classification specifications and position descriptions as developed by the County. The Employer is hereby designated as the issuing agency for classifications within the bargaining unit. Notwithstanding any provision of the Revised Code or the rules of the Ohio Department of Administrative Services, the Employer shall not be required to file with or seek approval from the Ohio Department of Administrative Services or the Secretary of State for such position descriptions or classification specifications.
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. Promotion to Building and Grounds Maintenance Worker 2
 - (a) The determination to fill or create a Building and Grounds Maintenance Worker 2 position is solely at the discretion of the Employer.
 - (b) When the Employer determines a position is available, the criteria for promotion will be skills (including advanced training and experience), experience, past performance, and ability to perform the work in question, with seniority as a tie-breaker only. There will be a six (6) month time in service requirement before a Building and Grounds Worker 1 is eligible for promotion. The Building and Grounds Maintenance Worker 2 position is intended as a promotional classification and will therefore only appoint applicants from the Worker 1 classification provided that a suitable internal applicant has applied. In return for that, the Union agrees that management will promote candidates based on its assessment of those factors, and that the decision is not subject to the grievance and arbitration procedure. Finally, it is the intention of the parties that the Building and Grounds Maintenance Worker 2 classification is an advanced-skills job, and not all Employees in the Worker 1 classification can expect to progress to it.
 - (c) The pay grade for a Building and Grounds Maintenance Worker 2 will be 5% higher than the pay grade for a Building and Grounds Maintenance Worker 1. Any Employee promoted from Building and Grounds Maintenance Worker 1 to the Worker 2 classification will receive a 5% pay increase.
 - (d) Employees promoted to Building and Grounds Maintenance Worker 2 must successfully complete a probationary period of one hundred eighty (180) days in the new position, and if they do not do so, are subject to being returned to their prior classification and pay rate. The decision whether or not an employee has successfully completed the promotional probationary period successfully lies in management's sole discretion and is not subject to the grievance and arbitration procedure.
4. An Employee or the Union may submit a written request for reclassification to the Administrator, who shall forward the request to the Personnel Director for review and investigation. The request shall specify:

- (a) The classification in which the Employee currently serves;
 - (b) The reasons for and any information supporting the request for reclassification; and
 - (c) The classification to which the Employee seeks to be assigned.
5. The Human Resources Director or his or her designee may, in his discretion, perform a job audit or otherwise gather information regarding the request. The Human Resources Director or designee shall report his or her recommendation to the Administrator no later than thirty (30) calendar days after the request for reclassification was filed, with a copy to the Employee.
6. The Administrator shall issue a written determination granting or denying the request within seven (7) calendar days after receiving the report and recommendation.
7. Any time limit of this Article may be extended by agreement of the parties.
8. Job audit determinations are subject to the grievance and arbitration procedures of this Agreement.

ARTICLE X **SENIORITY**

1. Definition.

Seniority shall be defined as the length of continuous service measured in years, months, and days that an Employee has accumulated as a permanent, full-time Employee in the service of the Butler County Maintenance Department. Furthermore, time accumulated as an employee with any other Butler County agency or department will be granted at the conclusion of an Employee's successful completion of his or her probationary period with the Butler County Maintenance Department.

2. Accrual.

- (a) An Employee's seniority shall commence after the completion of the probationary period and shall be retroactive to the first day the Employee reported for work.
- (b) Seniority shall accrue during a continuous authorized leave of absence without pay up to twelve (12) months or for the period of an approved maternity leave, provided that the Employee returns to work immediately following the expiration of such leave of absence or maternity leave, and during a period of continuous layoff not to exceed six (6) months, if the Employee is recalled into employment; and during a sick leave of up to twelve (12) months.

3. Loss of Seniority.

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

- (a) terminates voluntarily unless the Employee returns to the Department within twelve (12) months;
- (b) is discharged for cause;
- (c) exceeds an official leave of absence;
- (d) is laid off for a period of more than two (2) years or is laid off for a period greater than the Employee's seniority, whichever is less;
- (e) fails to return to work on a recall from layoff, within five (5) days after the Employer has sent notice to him or her to return by letter or telegram with a copy to the Union to the last address furnished to the Employer by the Employee. It shall be the responsibility of the Employee to advise the Employer of his or her current address.

4. Application.

- (a) Seniority shall apply for scheduling of vacations as provided in Article XX of this Agreement.
- (b) Seniority shall apply to the rules governing layoffs, displacement, and recall as set forth in Article XII.

ARTICLE XI
TEMPORARY REASSIGNMENTS

1. An Employee who is temporarily assigned to perform the duties of a classification with a pay rate higher than his or her own shall, after actually performing such duties for three (3) or more consecutive work days, be eligible for a temporary pay adjustment of five percent (5%) over the Employee's prior rate of pay.
2. After completion of the three (3) consecutive days of work in the higher classification, the temporary pay adjustment shall be retroactive to the first day worked in the higher classification.
3. The three- (3-) day period provided in Sections 1 and 2 shall commence when the Employee is directed by his or her supervisor or the Administrator to assume the duties of the higher classification, except as the Administrator otherwise may designate.
4. An Employee will be considered to perform the duties of a higher classification when he or she performs substantially all of the duties of the classification for the entire shift. For purposes of this Article, the Building and Grounds Maintenance Worker 2 position shall not be considered a higher classification than the Building and Grounds Maintenance Worker 1.
5. In no event shall an Employee's pay be reduced in the event of a temporary reassignment. This section does not apply to a demotion, reduction, suspension, or layoff.

ARTICLE XII
LAYOFFS

1. The Employer shall determine whether furloughs, 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.
2. If it is determined that layoffs or job abolishments are necessary, Employees will be laid off in the affected classifications in the following order:
 - (a) Temporary Employees;
 - (b) Intermittent and seasonal Employees;
 - (c) Probationary Employees; and
 - (d) Employees by classification in order of inverse seniority and their present ability to perform the remaining work available.
3. Employees in the classification of Building and Grounds Maintenance Worker 2 who are laid off pursuant to this Article may displace (bump) the least senior Employee in the classification of Building and Grounds Maintenance Worker 1, provided the Worker 2 has more seniority than the Worker 1 and is presently qualified to perform the work. If there are no less senior Employees in the classification of Worker 1, then the Worker 2 shall be laid off. The Worker 2 who displaces a Worker 1 shall lose the five percent promotional increase that he or she had received in the Worker 2 classification.
4. Laid-off Employees shall be recalled in the inverse order of their layoff; provided, however, that Employees laid off during their initial probationary periods shall have no recall privileges.

ARTICLE XIII
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, within a reasonable period of time of any discharge, reduction, suspension, or written reprimand. If the Employee or the Union desires to contest a suspension, reduction, or discharge, either the Employee or the Union shall file a grievance with the Employer within a period not to exceed seven (7) calendar days from the date of the above notice. In

such event, the dispute shall be submitted and determined under the grievance and arbitration procedures hereinafter set forth, commencing at step 2 of the grievance procedure.

4. Upon request of the Employer, an Employee who has been absent from work for a scheduled shift (other than vacation or an approved leave of absence which are covered by other Articles herein) must furnish satisfactory proof justifying the reason for the absence or be subject to disciplinary action.
5. Prior to the discharge, reduction, or suspension of any Employee who has completed his or her probationary period, the Employer shall provide the Employee with written notice of the charges against him or her, an explanation of the Employer's evidence, and an opportunity to present a response to the charges. The Administrator or his or her 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 hearing.
6. 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 XIV **GRIEVANCE PROCEDURE**

1. A grievance shall be defined as a dispute or complaint arising between the parties hereto under this Agreement or the interpretation, application, performance, termination, or any breach thereof. Furthermore, this procedure is intended to supersede all provisions of 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 arbitration 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 seven (7) calendar days following the date when the Employee or Union knew or should have known of the occurrence, an Employee having a grievance or his or her Union representative shall put the grievance in writing and take it to the Employee's immediate supervisor. The Employer shall give its answer to the Employee or his or her Union representative within seven (7) calendar days after the presentation of the grievance in Step 1. Within this fourteen (14) 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 Administrator or his designee. At this time, a local or international representative of the Union may be in attendance at a meeting where, if both parties agree, witnesses and evidence may be presented which relate to a resolution of the grievance. A grievance so presented in Step 2 shall be answered by the Employer in writing within seven (7) calendar days of presentation or the meeting at which it is heard, whichever is later.

Step 3: Within thirty (30) calendar days of the Step 2 written response, either party may file a Demand for Arbitration, as provided in Article XV.

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, that grievance shall be deemed resolved on the basis of the Employer's last answer 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 2 of the grievance procedure.
8. Where a group of Employees desire to file a grievance involving a matter affecting several Employees in the same manner, the affected Employees shall select an 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. An Employee serving in an initial probationary period shall not be entitled to use the grievance and arbitration procedure for any purpose.
10. The Union may withdraw a grievance at any time or during any step of the grievance procedure, subject to the other provisions of this Article.

ARTICLE XV **ARBITRATION**

1. A grievance as defined in Article XIV which has not been resolved thereunder may, within thirty (30) calendar days after the completion of Step 2 of the Grievance Procedure, be referred for arbitration by either party to this Agreement by directing a written demand therefor to the American Arbitration Association (AAA), with a copy of said notice to the other party. The arbitrator shall be selected from a panel of arbitrators furnished by the AAA; provided, however, that either party may request a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS) in any case where the AAA has failed to issue a list of arbitrators within thirty (30) days of the submission of the demand for arbitration, or in any case with the agreement of the other party. 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 a grievance is withdrawn from arbitration by the Union, the Employee, or the Employer prior to the arbitration hearing but after arbitration expenses have been incurred, such expenses shall be paid by the party withdrawing the grievance. If the grievance is settled by agreement of the parties after arbitration expenses have been incurred but prior to an arbitrator's award being issued, such expenses shall be shared equally by the Employer and the Union.
3. The arbitrator shall submit his or her decision in writing within thirty (30) calendar days of the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension.
4. The award of the arbitrator hereunder shall be binding upon the Employer, the Employees, and the Union.
5. The arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this Agreement. Furthermore, with regard to the Employer's right to promulgate work rules and regulations, operating policies, and procedures as set forth herein in the Article addressing Management Rights, the Union or grievant shall not have recourse through the grievance and arbitration procedure to challenge the reasonableness or appropriateness of the Employer's work rules, regulations, operating policies, or procedures, provided such rules, regulations, policies, or procedures do not violate or are not otherwise impermissible under this Agreement. This provision does not prevent an Employee disciplined by any such rule,

regulation, or policy from grieving the application of that rule to his or her particular circumstances. If the arbitrator's decision awards the payment of back wages covering the period of the Employee's separation from the County's payroll, the amount so awarded shall be reduced by the amount of unemployment compensation or wages earned attributable to the period, from whatever source.

ARTICLE XVI

HOURS OF WORK AND OVERTIME

1. The normal work week for Employees shall be forty (40) hours per week. 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. The normal work week for all Employees shall be five (5), eight (8) hour days, Monday through Friday; provided that, when in the judgment of the Employer, operational needs require work to be performed when buildings are not occupied, the Employer may restructure a given seven-day work period to comprise five (5), seven (7) hour days with five (5) hours on Saturday. The Employer shall give the Employees seven (7) calendar days' advance notice of its intent to use the alternative schedule in a given work period.
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. (a) An Employee whose hours worked, as defined by the Fair Labor Standards Act, hours of vacation leave and hours of holiday leave used during the work week 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.

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. Effective January 1, 2014, 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. Employees shall be permitted to carry up to two hundred forty (240) hours of unused compensatory time until December 31, 2013. If an Employee is paid in cash for accrued compensatory time, he or she shall be paid at the Employee's regular rate at the time of payment. Upon termination of employment, unused compensatory time shall be paid at the Employee's average regular rate for the last three (3) years of employment or the Employee's final regular rate, whichever is higher.

(b) It is the intention of the parties, for reasons of efficiency and economy, that the Employer be permitted to utilize work scheduling and compensatory time to minimize its overtime liability.

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

(d) Overtime opportunities shall be distributed by the Facilities Manager. If the Union has concerns over the distribution of overtime opportunities among Employees, the Union may request a meeting of the Labor-Management Committee to discuss the concerns and possible solutions.

(e) Overtime under this Article and call-out hours under Article XXII (Call Out and Reporting Pay) shall be distributed in an equitable fashion, based upon hours offered. The program will be commenced by offering the hours to the employee having the most seniority and progressing to the employee with the least seniority; thereafter, it will be based solely on hours offered. An employee has the right to initially refuse overtime, unless there are insufficient volunteers to perform the overtime work or where the entire bargaining unit staff is mandated for the overtime. Nothing in this Article restricts non-bargaining unit employees from being in the overtime and call-out rotation.

4. In the discretion of the Employer, all Employees may be required to record a log of all work performed during the work day, listing the job, the location of the work, and the start and stop times on each job.
5. An Employee who is assigned overtime that is not contiguous to the beginning or end of the regular work shift but that is scheduled in advance does not fall within the definition of "call out time" under Article XXII. An Employee assigned such disconnected overtime in advance shall be credited for a minimum of one hour worked, or a two-hour minimum for weekend scheduled overtime. This minimum guarantee applies to scheduled overtime separate from the Employee's work day and not overtime that either extends past the Employee's normal quitting time or begins before the normal work day and continues into it. Employees working overtime under this Section 5 are not entitled to be paid for their drive time between home and the work site for overtime under this Section. This Section is subject to Section 3(e) above.
6. In the event that the Board of County Commissioners closes the county buildings for unforeseen emergencies, bargaining unit employees required to remain at work shall be allowed time off at a different date for those hours worked on such day(s). Such hours shall be scheduled pursuant to the procedures for scheduling vacation and must be scheduled within three (3) month of the emergency closing. Such hours cannot be cashed out and will be forfeited if not scheduled pursuant to this Section.

ARTICLE XVII **UNPAID LEAVE**

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

1. Maternity Leave: An Employee may take sick leave for pregnancy, childbirth, and related medical conditions. Sick leave shall be used only for that period in which the Employee is unable to work because of her pregnancy, recovery from childbirth, or related medical conditions. Upon request of the Employer, the Employee shall provide a statement by her attending physician stating that the Employee is unable to work and the projected date on which she will be able to return to work. In addition, the Employee may use any accrued vacation leave. Any additional leave for parental or child care leave without pay must be requested under the provisions of Section 3 below.
2. Military Leave: Leaves of absences, for the performance of duty with the United States Armed Forces or with a Reserve component thereof, shall be granted in accordance with applicable law.
3. Other Leaves: Leaves of absence without pay or benefits for other reasons may be granted at the sole discretion of the Employer. Further, leaves of absence for reasons covered by the Family and Medical Leave Act shall be granted in accordance with the Board of Commissioners' FMLA policy.
4. When an Employee returns to work following a leave of absence, he or she shall be returned to his or her former classification without loss of seniority and with all across the board wage increases, unless otherwise provided in this Agreement.
5. Benefits and insurance will not accrue during any period of unpaid leave except that during such leave of absence, upon the Employee's request, the Employer may continue group health insurance coverage at the expense of the Employee. The Employer shall continue to provide insurance coverage during the period of any FMLA leave, subject to the Employee's obligation to pay his or her portion of the premium, at the same rate applicable to Employee's generally.

ARTICLE XVIII

PAID LEAVE

1. Employees shall be entitled to sick leave, vacation leave, and holiday pay as provided in Articles XIX, XX, and XXI of this Agreement.
2. All Employees, who have completed their probationary period and who are called (not volunteered) to serve as jurors, will receive their regular pay less their pay as a juror for fifteen (15) work days. Any additional jury duty pay will be at the sole discretion of the Employer.
3. 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.

4. Employees who are members of the Ohio National Guard, the Ohio Military Reserve, the Ohio Naval Militia, or members of the 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 receive his or her regular pay in addition to any compensation earned in the pay period by reason of the military service, to the extent required by federal or state law. Further, the Employer may adopt more generous policies for compensation of Employees in military beyond the 31-day limit of this Article, and if so, those compensation policies also apply to Employees in this bargaining unit.
5. The Employer shall have the right to demand proof of all items listed above regarding paid leave. Falsification of any information with respect to any paid leave, including paid sick leave, shall be grounds for discharge.

ARTICLE XIX
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, 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 9 and 10.
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. 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 a statement from the Employee's physician.

5. Up to three (3) days of sick leave may be granted when an immediate family member suffers serious illness or injury requiring the Employee's presence at home. "Immediate family member" shall be defined as the spouse, child, brother, sister, parent, legal guardian, legal ward, or other relative who normally 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.
6. 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 twelve (12) months may be granted when an Employee is sick or injured and is without any accumulated sick leave.
7. Upon retirement from active service with the Maintenance Department, and with ten or more years of service with the County, the State, or any political subdivisions of the State, the Employee shall be paid for one-fourth of his or her accrued but unused sick leave credit, not to exceed forty (40) days' pay. The payment shall be based upon the Employee's rate of pay at the time of retirement and eliminates all sick leave credit accrued but unused by the Employee at the time of retirement.
8. Sick leave shall be charged in minimum amounts of one-quarter (1/4) hour. An Employee requesting sick leave shall inform his or her supervisor or the supervisor's designee of such request and the reason therefore within one-half (1/2) hour of his or her scheduled starting time. Failure to do so may result in denial of sick leave for the period of absence and/or disciplinary action.
9. 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.
10. 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.
11. In circumstances of unusual distances of travel or extreme weather conditions the Employer may, at its sole discretion, grant up to an additional two (2) days of unpaid leave for the Employee to travel to the funeral of a relative in the immediate family as described in Sections 5 and 9 above.

12. 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 XX
VACATIONS

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

After completion of one (1) year of service with the Employer, the State of Ohio, or any political subdivision of the State at a rate of two (2) weeks annually; provided that the first week of vacation will be granted to an Employee with no prior service time after successful completion of the six (6) month probationary period, and the Employee shall thereafter earn accrued vacation biweekly at the two-week rate set forth in Section 4 of this Article. For Employees who have more than one (1) year of prior service at the time of hire, vacation shall accrue immediately at the appropriate rate, but no vacation may be used prior to the completion of the initial probationary period.

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

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

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. Vacation is in addition to any recognized holidays as set forth in Article XXI which may fall within an Employee's vacation period. If a holiday falls within an Employee's vacation period, he or she shall receive an additional day off in conjunction with the vacation period or an additional day of vacation leave.
3. Vacation schedules shall be established in accordance with the Employer's rules and regulations, general orders, and procedures. When two or more Employees request vacation for a specified period and not all requests can be granted, the more senior Employee's request shall be given preference; provided, however, that once the Employer has scheduled a vacation in accordance with an Employee's request, the Employer shall not be required to cancel, alter, or reschedule that Employee's vacation because of a later request by a more senior Employee.
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 not in active pay status for eighty (80) hours, he or she shall accrue vacation at a pro-rata rate.
5. Vacation pay shall be based upon the Employee's regular pay in effect when the Employee starts his or her vacation. Vacation may be taken in minimum units of one-quarter (3) hour.
 6. Vacation may be carried over beyond the year of accrual, but in no event shall accrued vacation be carried more than two (2) years.
 7. An Employee, in order to receive vacation pay, must be in the actual employ of the Employer at the time he or she takes the vacation, except that an Employee, who has resigned with two weeks' notice and who has not received the vacation pay to which he or she is entitled shall receive such vacation pay at the next regular pay period.
 8. Employees may participate in the vacation leave donation policy set forth in Section 6.3(1) of the Commissioners' Personnel Policy Manual, under the same terms and conditions that are applicable to non-bargaining unit employees of the Maintenance Department.
 9. Upon the death of an Employee, all earned but unused vacation leave shall be paid to the Employee's survivors or estate, as follows:
 - (a) To the surviving spouse; or
 - (b) If no surviving spouse, to the Employee's children eighteen (18) years of age or older, in equal shares; or
 - (c) If no surviving children, to the father and mother of the Employee, in equal shares, or to the survivor of them; or
 - (d) If no surviving parents, to the estate of the Employee.

ARTICLE XXI
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) Christmas Eve Day and New Year's Eve Day shall be observed only as approved by the Board of County Commissioners for all other non-bargaining unit employees of the County.
- (c) 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 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 at the appropriate rate, as provided in Article XVI (Hours of Work and Overtime).
3. If a holiday falls during an Employee's vacation, the holiday shall not be included in the calculation of vacation leave used.
4. An Employee, in order to receive holiday pay or compensatory time or other overtime compensation as set forth above, if scheduled, must 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. Employees will not receive holiday pay unless they are in active pay status at the beginning of the holiday.

ARTICLE XXII
CALL-OUT PAY AND REPORTING PAY

1. Call-out time shall be defined as work assigned by the Employer that is performed at a time disconnected, at the beginning and end of such work, from the Employee's normal hours of work. An Employee who works call-out time shall be paid for actual hours worked at the applicable rate under the provisions of Article XVI (Hours of Work and Overtime); provided, however, that in the event the Employee is required to respond in person at another location, the Employee shall receive credit for no less than the equivalent of four (4) hours at the Employee's straight-time rate of pay.
2. Employees shall not be entitled to a separate, four-hour guarantee of call-out pay for calls received during the four (4) hour period following the first call. Call-out hours under this Article and overtime hours under Article XVI (Hours of Work and Overtime) shall be distributed in an equitable fashion, based upon hours offered (but excluding call-out hours offered to employees having specific qualifications to perform the work). The program will be commenced by offering the hours to the employee having the most seniority and

progressing to the employee with the least seniority; thereafter, it will be based solely on hours offered. An employee has the right to initially refuse call-out, unless there are insufficient volunteers to perform the overtime work or where the entire bargaining unit staff is mandated for the call-out. Nothing in this Article restricts non-bargaining unit employees from being in the overtime and call-out rotation.

ARTICLE XXIII **UNIFORMS**

1. With the exception of shoes and undergarments, the Employer shall provide uniforms for full-time Employees covered by this Agreement, through a contract service or purchase, adequate to provide a supply of five (5) sets of shirts and pants. The Employer shall provide the uniforms and cleaning at no cost to the Employee.
2. The Employer shall provide each Building and Grounds Maintenance Worker with one (1) winter coat, one (1) set of insulated winter coveralls, and one (1) pair of insulated winter boots. The coat, coveralls, and boots must be kept at the Employer's premises at a place designated by the Employer or at the work site.
3. Employees shall not wear their uniforms at times other than while at work or traveling to or from the work site.
4. Employees shall be responsible to use reasonable care to preserve their uniforms and winter coats, coveralls, and boots from damage. In the event a uniform, coat, coveralls, or boots are lost or damaged through the Employee's misconduct or negligence, the Employee shall be responsible for the cost of replacement or repair of the article lost or damaged.

ARTICLE XXIV **LIFE AND HEALTH INSURANCE**

1. The Employer will continue to provide life and health insurance coverage, including the prescription drug benefit, to the same extent as provided by the Butler County Board of County Commissioners to its other County employees during the term of this Agreement.
2. The Employer shall offer to Employees disability-income insurance to be purchased at the Employee's option through payroll deduction at the time that this program is implemented for County employees generally.

ARTICLE XXV
COPIES OF AGREEMENT

1. This Agreement will be printed and the cost of such printing shall be borne by the County. Each Employee and newly hired Employees after completion of their probationary period shall be provided with a copy.
2. The Union, AFSCME, Ohio Council 8, shall be given two (2) copies.

ARTICLE XXVI
HEALTH AND SAFETY

1. The Employer shall provide working conditions in compliance with applicable requirements of the State of Ohio and the Federal government, and shall provide required safety gear and equipment.
2. As part of the obligations of this Article, the Employer may promulgate safety rules, regulations, and procedures, and specify safe working methods, that may be necessary, in the judgment of the Employer, to meet the County's obligations to provide safe working conditions under this Article. The Employer shall post on Employer bulletin boards a copy of any safety rule, regulation, or procedure adopted under this Article, and shall provide a copy to the local union president as well. It is the duty of all Employees to become familiar with any rules that are adopted, to use appropriate safety equipment, and to follow all safety rules and safe working methods. Violations of safety rules may constitute just cause for disciplinary action.
3. Employees are responsible for the proper use and care of the equipment, tools, and vehicles provided, along with the responsibility of reporting any unsafe working conditions to the appropriate supervisor. If an Employee has reason to believe that his or her safety or health are in danger due to an unsafe working condition or unsafe equipment, the Employee shall inform the department head or his or her designee, who shall have the sole responsibility to determine what action, if any, shall be taken, including whether or not the job should be shut down. Failure of the Employer to correct an unsafe working condition shall be subject to the grievance procedure. The grievance procedure shall be the Employee's sole recourse for complaints of discharge or discrimination for asserting rights under the Ohio Public Employment Risk Reduction Act, under the provisions of Section 4167.13 of the Revised Code.
4. When the Employer provides new or existing equipment, machinery, or gear, the safe use of which requires training of the Employees involved, the Employer will provide the training necessary for the Employees to use the equipment, machinery, or gear in accordance with safe working methods.
5. Twice per year, the Employees shall meet with the department director and Butler County Safety Director to discuss needed safety-related training. The department director and Safety

Director will jointly determine what training is needed after each meeting and when it can be offered in light of needed staffing levels

6. Either the Employer or the Union may request a meeting of the Labor-Management Committee to discuss health and safety concerns of either party. The Butler County Safety Director will participate as a management representative at any meeting of the Labor-Management Committee where the subject includes health and safety issues. The Labor-Management Committee may recommend to the County Administrator or his or her designee proposals regarding work methods, safety gear, and equipment to improve Employee safety.

ARTICLE XXVII **AMENDMENT**

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

ARTICLE XXVIII **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 XXIX **WAGES**

1. All Employees shall receive a \$0.50 per hour increase effective January 9, 2016.
2. Performance Pay.

The Parties will implement a Performance Pay Plan that includes a pay distribution equal to 2.0% of the total annual base salary of the bargaining-unit Employees at the time of the pay distribution. The Year 2 pay distribution of 2.0% will be effective January 7, 2017 and the Year 3 pay distribution of 2.0% will be effective January 6, 2018. The pay distributions will occur under the terms outlined below:

- (a) Employee performance shall be assessed using the same performance evaluation form the Employer uses for its nonmanagement, nonbargaining-unit employees. An Employee is deemed eligible for Performance Pay if the Employee has received 60 points or higher on Part 1 (Core Competencies) of the form.
- (b) Based on individual Employee performance as determined on the performance evaluation form, eligible employees shall receive Performance Pay in varying amounts from 1.0% to 3.0%.
- (c) The entire annual amount of Performance Pay designated by the procedure in this Section (i.e., 2.0% times the total combined annual base salary of all bargaining-unit Employees) will be distributed to the eligible bargaining-unit Employees, provided that no Employee shall receive a pay adjustment greater than 3.0%.
- (d) If an Employee is under the maximum for his or her pay grade, the Performance Pay amount will be a percentage increase to the Employee's base wage rate. If an Employee is at the maximum of his or her pay grade, the Performance Pay amount will be issued as a Performance Pay Bonus, with no adjustment to his or her base wage rate.
- (e) An Employee who is under the maximum of his or her pay grade but too close to the maximum wage rate to receive the full amount of Performance Pay as an adjustment to his or her base wage rate shall be placed at the pay grade maximum and the remaining amount of Performance Pay due will be issued as a Performance Pay Bonus.
- (f) The evaluation period for Performance Pay begins at the Employee's performance evaluation planning meeting and ends with the completion of the performance evaluation form at the end of the rating year.

ARTICLE XXX **DURATION**

1. This Agreement shall become effective upon ratification by both parties, and shall continue in effect until December 31, 2018.

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.

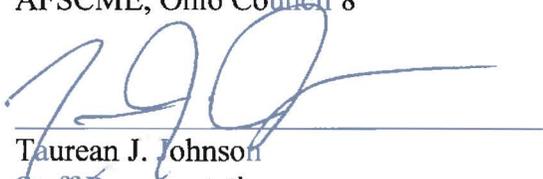
**FOR LOCAL 3396-A, OHIO COUNCIL 8,
AFSCME, AFL-CIO**



Brett M. Holmes
President, Local 3396-A
AFSCME, Ohio Council 8



Lance M. Fiemeyer
Member, Local 3396-A
AFSCME, Ohio Council 8

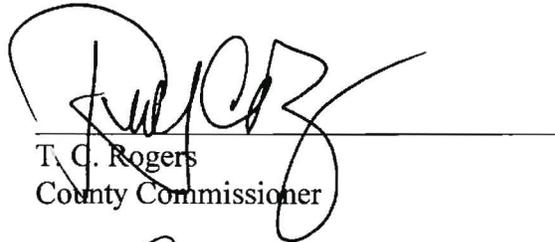


Taurean J. Johnson
Staff Representative
AFSCME, Ohio Council 8

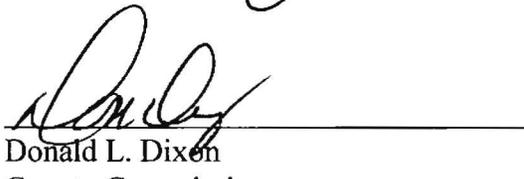
**FOR THE BUTLER COUNTY BOARD OF
COUNTY COMMISSIONERS**



Cindy Carpenter
County Commissioner



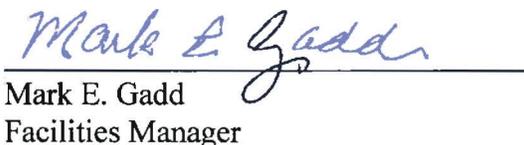
T. C. Rogers
County Commissioner



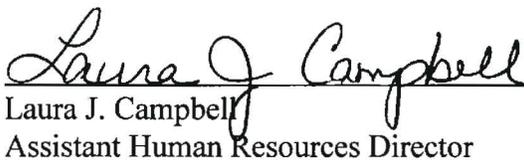
Donald L. Dixon
County Commissioner



Charles S. Young
County Administrator



Mark E. Gadd
Facilities Manager



Laura J. Campbell
Assistant Human Resources Director



James L. Davis, Jr.
Human Resources Director

APPENDIX A

Maintenance Department Pay Grades

2016-2018 Wage Rates

1. Building and Grounds Maintenance Worker 1

	<u>Hourly</u>	<u>Biweekly</u>	<u>Annual</u>
Pay Grade Minimum:	\$12.30	\$984.00	\$25,584.00
Pay Grade Maximum:	\$15.22	\$1,217.60	\$31,657.60

2. Building and Grounds Maintenance Worker 2

	<u>Hourly</u>	<u>Biweekly</u>	<u>Annual</u>
Pay Grade Minimum:	\$12.91	\$1,032.80	\$26,852.80
Pay Grade Maximum:	\$15.99	\$1,279.20	\$33,259.20

Resolution No. 16-04-01738**Resolved By the Board of County Commissioners of Butler County, Ohio, That**

WHEREAS, the Butler County Board of County Commissioners and Local 3396-A, Ohio Council 8, AFSCME, AFL-CIO are Parties to a Collective Bargaining Agreement (CBA) that expired on December 31, 2015; and

WHEREAS, a Notice to Negotiate was issued by AFSCME and the State Employee Relations Board assigned Case No. 2015-MED-09-0776 to the negotiations; and

WHEREAS, the Parties reached a Tentative Agreement on March 23, 2016; and

WHEREAS, AFSCME has voted upon and ratified the Tentative Agreement; and

WHEREAS, a 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 County Commissioners do hereby approve the CBA with Local 3396-A, Ohio Council 8, AFSCME, AFL-CIO, for bargaining-unit Employees of the Butler County Maintenance Department effective upon ratification and approval and lasting through December 31, 2018.

Resolution No. 16-04-01738

Requestor : Cheryl Hahn
Request Date: March 28, 2016

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

Commissioner Carpenter	Yea
Commissioner Rogers	Yea
Commissioner Dixon	Yea

Adopted: April 04, 2016

Attest: Flora K. Suttler .clerk