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**AGREEMENT**

**between**

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

**and**

**BUTLER COUNTY CHILDREN  
SERVICES INDEPENDENT UNION**

July 1, 2022 through June 30, 2025

SERB Case No. 2022-MED-04-0499

\* \* \* \* \*

Approved by the Butler County Board of Commissioners

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

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## AGREEMENT

**AGREEMENT** made and entered into this 23rd day of January 2023, by and between **THE BUTLER COUNTY BOARD OF COMMISSIONERS, DEPARTMENT OF JOB AND FAMILY SERVICES, DIVISION OF CHILDREN SERVICES** (hereinafter called “Employer” or “Management”) and **THE BUTLER COUNTY CHILDREN SERVICES INDEPENDENT UNION**, (hereinafter referred to as the “Union” or “BCCSIU”) acting herein on behalf of the Employees of the Employer, as hereinafter defined, now employed and hereafter to be employed and collectively designated as the “Employees.”

### WITNESSETH:

**WHEREAS**, the Employer recognized the Union as the collective bargaining representative for the Employees covered by this Agreement as hereinafter provided; and

**WHEREAS**, it is the intent and purpose of the parties hereto that this Agreement protect against interruptions and interferences with services to the citizens of Butler County by establishing a peaceful procedure for the resolution of all differences between the parties, and to set forth herein their agreement covering wages, hours, and conditions of employment; **NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

### **ARTICLE 1** **RECOGNITION- THE COLLECTIVE BARGAINING UNIT**

Section 1.1. The Employer recognizes the Butler County Children Services Independent Union as the sole and exclusive collective bargaining representative of the bargaining unit certified by the State Employment Relations Board in Case No. 07-REP-09-0130 as follows:

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

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

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

**ARTICLE 2**  
**UNION ACTIVITY, VISITATION, AND BULLETIN BOARDS**

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

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

Section 2.3. No insignia which has not been authorized by the Employer shall be worn on an Employee’s clothing in public areas or when meeting with persons outside the agency.

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

- (a) The name, address, and telephone number of the professional staff member or attorney who will act as representative for the Union; and
- (b) The names, addresses, and positions held by the Union president, vice-president(s), secretary, and treasurer and each steward.

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

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

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

- (a) The Union agrees that no official of the Union (employee or non-employee) shall interfere, interrupt, or disrupt the normal work duties of other employees unless authorized by this Agreement or with the express, prior approval of the Executive Director. The Union further agrees not to conduct Union business during normal working hours except to the extent authorized by the Agreement or with the express, prior approval of the Executive Director or his or her designee.
- (b) The Union shall not conduct Union activities in any work area without notifying the supervisor in charge of that area of the nature of the Union activity.

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

Section 2.7. A steward or the Union President may be permitted reasonable leave with pay, for such duration as the Employer may authorize, to investigate and process grievances during working hours only if such investigation is not possible during off-duty time, and if the steward or Union President obtains the express, prior permission of the Employer in accordance with the following procedure. The steward or Union President shall request permission from his or her immediate supervisor, explaining the reason why it is not possible to investigate or process the grievance during non-duty time. The supervisor shall then contact the supervisor of the employee with whom the steward or Union President wishes to speak (if different) to obtain that supervisor's approval, and shall obtain the approval of the Executive Director or Human Resources Director before the steward or Union President commences to investigate or process grievances during working hours.

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

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

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

### **ARTICLE 3**

#### **DUES CHECKOFF/PAYROLL CHECKS**

Section 3.1. The Employer shall make payroll deductions from pay or wages of Employees upon submission of a signed checkoff card for the Employee. Amounts deducted shall be remitted to the Union treasurer, and the Union shall notify the Employer of the name and address of the treasurer. The Union shall advise the Employer, in writing, of the amounts to be deducted. The Union shall designate, in writing, the address where the monies shall be remitted.

Section 3.2. The payroll deduction shall be made by the Employer bi-weekly. If an Employee has insufficient pay or wages to satisfy the amount to be deducted, the Employer will make successive deductions until the amount to be deducted has been satisfied. Monies deducted pursuant to the provisions of the Section shall be remitted to the Union within fifteen (15) days of their deduction. Each remittance shall be accompanied by the following alphabetical lists:

- (a) For Employees for which deductions were made, the name and social security number of the Employee, and amount deducted; and
- (b) The name of each Employee whose name has been dropped from the prior checkoff list and the reasons for the omission.

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

Section 3.4. The Employer will provide notice to the Union president of the name and classification of all newly hired Employees within fourteen (14) calendar days of the first day of employment, and shall also provide notice when the newly hired Employees have successfully completed probation.

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

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

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

## **ARTICLE 4** **MANAGEMENT RIGHTS**

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

- (a) to determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Employer, standards of service, its overall budget, including wages, utilization of technology, sub-contracting, and organizational structure;
- (b) to direct, supervise, assign, reassign, schedule, evaluate, hire, reward, discipline, suspend, demote, discharge, reprimand, lay-off, transfer, promote, or retain employees;

- (c) to maintain and improve the efficiency and effectiveness of the Employer's operations;
- (d) to determine the overall methods, process, means, or personnel, internal and external, by which the Employer's operations are to be conducted, the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
- (e) to determine the size, composition, and adequacy of the work force, as well as to make, amend, and enforce work rules, regulations, standard operating policies, and procedures;
- (f) to determine the overall mission of the Employer as a unit of government;
- (g) to effectively manage the work force;
- (h) to determine the hours of work and work schedules;
- (i) to determine the duties to be included in all job classifications;
- (j) to offer and implement a hybrid work schedule which the Employer determines to be in the best interest of County operations. Prior to the effective date, the Employer will meet and confer with the Union; and
- (k) to take actions to carry out the mission of the Employer as a governmental unit.

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

## **ARTICLE 5**

### **SUBCONTRACTING**

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

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

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



**ARTICLE 6**  
**AMENDMENT/EXCLUSIVE APPLICATION**

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

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

**ARTICLE 7**  
**NO STRIKE OR LOCKOUT**

Section 7.1. Employee, during the term of this Agreement, shall not engage in any strike, sympathy strike, slowdown, sit-down, sit-in, cessation, stoppage, refusal to perform work, or any other interference with the work and statutory functions or obligations of the Employer.

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

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

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

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

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

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

## **ARTICLE 8** **SAVINGS CLAUSE**

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

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

## **ARTICLE 9** **NO DISCRIMINATION**

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

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

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

Section 9.4. The Americans with Disabilities Act of 1990 (the "ADA") requires the Employer and the Union to remove all barriers to the employment of qualified individuals with disabilities and to reasonably accommodate known disabilities unless such accommodation would result in an undue hardship. Accordingly, notwithstanding the other provisions of this Agreement, the Employer may undertake any action required in order to secure compliance with the ADA or to reasonably accommodate a person with a disability, including but not limited to the restructuring of positions, modification of hours or location of work, reassignment or transfer of an Employee,

reallocation of duties, modification of leave policies, or any other form of reasonable accommodations.

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

## **ARTICLE 10** **TEMPORARY REASSIGNMENTS**

Section 10.1. An Employee who is temporarily assigned to perform the duties of a classification with a pay range higher than his or her own shall, after actually performing such duties three (3) or more consecutive work days, be eligible for a temporary pay adjustment to the base pay of the classification in which the work is performed or five percent (5%) increase over the Employee's prior rate of pay, whichever is higher.

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

Section 10.3. The three- (3-) day period provided in Sections 1 and 2 shall commence when the Employee is directed in writing by his or her department head to assume the duties of the higher classification. Any Social Worker of a lower classification assigned to work on a weekend shift for a Social Services Worker 4 shall receive the temporary pay adjustment for all weekend hours worked in that assignment at the rate otherwise provided in this Article, notwithstanding the three- (3) day requirement provided in this Article.

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

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

Section 10.6. The Employer shall not schedule Employees for temporary reassignments in an arbitrary or capricious manner with the intent to evade the obligation to give Employees who perform the duties of a higher classification for three (3) or more consecutive work days the temporary pay adjustment provided in Section 1 of this Article.

**ARTICLE 11**  
**PROBATIONARY EMPLOYEES**

Section 11.1. Newly hired Employees shall be considered probationary for a period not to exceed two hundred seventy (270) calendar days. Employees retained by the Employer beyond the probationary period acquire seniority retroactive to the first day of reporting for work.

Section 11.2. During the probationary period, the Employer may discharge, suspend, or reduce any probationary employee at will, and such discharge or other discipline shall not be subject to the grievance and arbitration procedures of this Agreement.

Section 11.3. All promotions within the unit described in this Agreement shall be probationary for a period not to exceed one hundred eighty (180) calendar days. Prior to the expiration of the promotional probationary period, the Employer may demote the probationary employee to the position and the rate of pay from which he or she was promoted, and such demotion shall not be subject to the grievance and arbitration procedures of this Agreement. An Employee serving in a promotional probationary period may, at any time during that period, request a voluntary demotion to his or her prior position and prior rate of pay. In the event that his or her prior position has been awarded and accepted, the following procedure will apply. If there is a vacant position within the prior classification of the Employee taking a voluntary demotion, the demoting Employee may apply for the open position, and must compete for the position among the other applicants, including Employees seeking reassignment within their current classification. If the Employee is not awarded the vacant position or does not accept the position, he or she may choose to remain in the promotional position, subject to successfully completing the probationary period. If the Employee does not choose to remain in the promotional classification and is not successful in applying for a vacant position, then he or she will be deemed to have resigned from employment. If on the other hand there is no vacant position within the prior classification of the Employee taking a voluntary demotion, there is no position to demote to. In that case, the demoting Employee may choose to remain in the promotional position, subject to successfully completing the probationary period, but in no case may the voluntarily demoting Employee displace another Employee. In this event as well, the Employee will be deemed to have resigned from employment.

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

**ARTICLE 12**  
**DISCHARGE AND DISCIPLINE**

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

Section 12.2. In the event of a suspension, reduction, or discharge for disciplinary reasons, the grievance and the arbitration procedures of this Agreement shall be applicable. In the event of a written reprimand, the Employee may request a meeting with the Administrator of the Employee's unit or section within ten (10) calendar days of its issuance to discuss the reprimand;

provided, that, if the Administrator issued the reprimand, the Employee may request a meeting with the Executive Director or his or her designee. Following this meeting, the Administrator (or Executive Director or designee) may retain, modify, or remove the reprimand.

Section 12.3. With respect to all written disciplinary matters, the Employer will notify the Employee, in writing, within a reasonable period of time of any discharge, reduction, suspension, or written reprimand. The Union may contest any disciplinary action proposed or taken on the grounds that it was not imposed within a reasonable period of time as provided in this Section in the predisciplinary, grievance, or arbitration hearing. Progressive discipline will normally be followed, but may vary depending on the severity of the offense. If the Employee or the Union desires to contest a suspension, reduction, or discharge, either the Employee or the Union shall file a grievance within ten (10) calendar days from the date of the above notice. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedures hereinafter set forth, commencing at step 3 of the grievance procedure. An Employee may submit for inclusion in his or her personnel file a written rebuttal regarding any written reprimand.

Section 12.4.

- (a) For the purposes of this Article only and any grievance or arbitration proceeding relating to disciplinary action, records of prior disciplinary action against the Employee in question shall not be admissible in any predisciplinary hearing or grievance or arbitration proceeding after the time periods stated below, unless (1) the Employee or Union argue the Employee's good work record for the time period preceding these limits, or (2) the Employer has imposed further discipline during the specified period.
- (b) The periods of admissibility are:
  - (1) Verbal and written reprimands – one (1) year.
  - (2) Suspensions of two (2) days or less – two (2) years.
  - (3) Suspensions of more than two (2) days, disciplinary demotions or reductions, or other disciplinary action – three (3) years.
- (c) All records of inadmissible discipline, pursuant to Section 12.4(b), shall be removed from the Employee's personnel file upon the expiration of the discipline and placed in a file for outdated discipline. The admissibility restrictions of this Section shall not apply to any record of discipline for theft; falsification of records; destruction of Employer equipment, property, or records; or mistreatment or neglect of clients or family members, members of the public, or other employees (where such abuse or neglect has resulted in more than a verbal or written reprimand).

Section 12.5. Prior to the discharge, reduction, or suspension of any Employee who has completed his or her probationary period, the Employer shall provide the Employee with written notice of the charges against him or her, an explanation of the Employer's evidence, and an opportunity to present a response to the charges. The Executive Director or his or her designee shall conduct this pre-disciplinary hearing. The Executive Director's designee may not be someone who witnessed the offense in question or was involved with the disciplinary investigation, or an administrator or manager in the Employee's direct chain-of-command. Before the hearing, in order to minimize any perception of prejudgment or bias, the agency will provide the hearing officer only with the notice of the hearing and only such other information as the hearing officer has a reasonable need to know. If the Union or Employee believe that these requirements have not been complied with, the Employee or Union must submit a written objection to the appointment of the hearing officer to the Human Resources Director, together with evidence of the claimed violation. At that point, the Executive Director may conduct the hearing personally or may, in his or her sole discretion, appoint a hearing officer from outside the agency. Following the hearing, the designated hearing officer shall not discuss the case further with counsel for the agency until he or she has submitted a written recommendation to the Executive Director, with the understanding that the Executive Director remains free to consult with counsel or other managers before issuing a final decision. The notice of the date, time, and location of the hearing, together with the charges to be considered, shall be served upon the Employee no later than seventy-two (72) hours before the hearing. If, in the Employer's judgment, the presence of the Employee pending the outcome of the pre-disciplinary hearing might create disturbance or disruption in the workplace, the Employer may place the Employee on suspension pending the outcome of the hearing. Any such pre-hearing suspension shall be with pay unless there has been an independent finding of probable cause, such as an indictment or arrest followed by a court determination of probable cause. Upon request of the Employee or the Union representative, the Employer shall provide a copy of all written materials to be used as evidence in the hearing to the Employee or representative no less than forty-eight (48) hours prior to the beginning of the hearing.

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

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

Section 12.8. Following the discharge of an Employee, the Employer shall request the Auditor to issue a warrant, in the next subsequent pay period, to the Employee for all wages and other compensation earned and due to the Employee, less any deduction for County property withheld or debts owed pursuant to law or this Agreement.

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

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

### **ARTICLE 13** **PERFORMANCE EVALUATION**

Section 13.1. Employee performance shall be assessed using the Performance Evaluation System the Employer uses for its non-management, non-bargaining employees that is in effect on July 1, 2017. The Employer shall complete an evaluation of Employees and establish goals for each employee by August 1 of each year in accordance with the following schedule:

- (a) Probationary Employees – three times during the initial probationary period, once after the first three months, the second time after six months, and again during the final month of the probationary period. The evaluation completed at the three-month point may have portions that are not applicable because of the inability to observe the Employee in field conditions. For promotional probationary Employees, the evaluations shall be given after the first three months and again at the end of the probationary period.
- (b) Permanent Employees – once annually based upon the employee's performance between June 1 of the previous year and May 31 of the current year.

Section 13.2. Nothing in Section 1 shall be construed to limit the Employer's right to order special evaluations, to remove an Employee serving in an initial probationary period, or to reduce an Employee serving in a promotional probationary period. Further, the performance evaluation of an Employee on a paid or unpaid leave of absence shall be based upon the portion of the previous year that the employee was not on leave.

Section 13.3.

- (a) An Employee may review with the Executive Director (or his or her designee) and the evaluating supervisor a score of less than 60 on the Core Competencies. An Employee may submit a written response to any evaluation for inclusion in his or her personnel file.
- (b) Where necessary, the supervisor with the approval of the Assistant Director may place an employee on a corrective action plan. A corrective action plan does not modify or add to the annual performance evaluation for purposes of the Performance Pay, but may include the same or similar factors as those contained in the annual performance evaluation.
- (c) Should the Board of County Commissioners implement a different evaluation system for non-bargaining unit employees, the Union may request to meet and discuss the alternate evaluation system. Upon mutual agreement, the Parties may amend this section in accordance with the alternate plan.

Section 13.4. The provisions of this Article supersede all provisions of the Revised Code and the rules of the Ohio Department of Administrative Services regarding performance evaluations.

Section 13.5. In the event that a scheduled performance evaluation is delayed as a result of the supervisor's failure to complete it in a timely manner, the employee shall receive the average wage increase provided to all other employees in the bargaining unit.

Section 13.6. Employees are required to acknowledge the performance evaluation form to indicate review and receipt of the evaluation. The form shall contain the legend, above the Employee's signature: "My acknowledgment indicates that I have received and reviewed the evaluation, but do not necessarily agree with its contents." An Employee's refusal to sign the evaluation may be subject to disciplinary action for insubordination.



**ARTICLE 14**  
**GRIEVANCE PROCEDURE**

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

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

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

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

Informal Step: Prior to reducing any grievance to writing pursuant to Step 1, the grievant shall discuss the subject of the grievance with his or her immediate supervisor and attempt to resolve the matter informally. The Employee may request that a Union representative be present during this discussion. During the discussion of the issue, which may take place in more than one meeting, the Employee or Union representative must specifically inform the supervisor that this is the Informal Step of a grievance, or this step has not been complied with.

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

Step 2: If the grievance is not settled in Step 1, the grievance may, within ten (10) calendar days after the answer in Step 1, be presented in Step 2 in writing to the administrator/department head, or his or her designee. The administrator/department head may schedule a meeting with the supervisor, the Employee, and their representatives, if any, to discuss the grievance. A grievance so presented in Step 2 shall be answered by the Employer in writing within ten (10) calendar days after its presentation or the meeting at which it is discussed, whichever is later.

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

Step 4: Within forty-five (45) calendar days of the Step 3 response, either party may commence arbitration by filing a written Demand for Arbitration, with a copy of the Demand served on the other party as provided in Article 15 Section 1; subject to the mediation step set forth in Section 11 of this Article.

Section 14.4. In the event no appeal of a grievance is taken within the time limits specified herein, including any extensions to which the parties agree under Section 6 of this Article, the grievance shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration procedures of this Agreement.

Section 14.5. Any grievance not answered by the Employer within the prescribed time limit, including any agreed extensions, shall be considered to have been answered in the negative and may be advanced to the next step.

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

Section 14.7. The parties may agree to waive one or more steps in the grievance procedure and commence the grievance at a higher step. A grievance regarding a discharge, reduction, or suspension for disciplinary reasons shall commence at Step 3 of the grievance procedure.

Section 14.8. Where a group of Employees desires to file a grievance involving a matter affecting several Employees in the same manner, the affected Employees shall select one Employee to process the grievance, and each Employee who desires to be included in the grievance shall so indicate by signing the grievance at Step 1.

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

Section 14.10. The Union may withdraw a grievance at any time or during any step of the grievance procedure, subject to the other provisions of this Article.

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

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

## **ARTICLE 15** **ARBITRATION**

Section 15.1. A grievance as defined in Article 14 which has not been resolved thereunder may, within forty-five (45) calendar days after the completion of Step 3 of the grievance procedure, be referred for arbitration by either party to this Agreement by directing a written demand therefore to the American Arbitration Association (AAA), with a copy of said notice to the other party. The arbitrator shall be selected from a panel of arbitrators furnished by AAA; provided, however, that the parties may agree in a particular case to request a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS). The arbitration and selection of the arbitrator shall be conducted in conformity with AAA rules.

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

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

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

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

## **ARTICLE 16** **CLASSIFICATIONS**

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

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

- (a) whether the classification is within or excluded from the bargaining unit; and,
- (b) if the classification is within the bargaining unit, the rate of pay and hours of work of such classification.

Section 16.3. In the event the Employer changes classification specifications, the Employer agrees to meet and bargain with the Union with regard to the pay of that classification. If the parties are not able to agree on the rate of pay, the Employer shall set the rate of pay; provided, however, that the Union shall have recourse through the grievance and arbitration procedures to challenge the Employer's determination. In any such grievance or arbitration proceeding, the Union shall bear the burden of proof to show that the Employer's decision was for arbitrary or capricious reasons.

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

**ARTICLE 17**  
**JOB AUDIT**

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

Section 17.2. Within thirty (30) working days of receipt of the information, the Human Resources Coordinator shall determine if the Employee should be reclassified. In the event of reassignment to a classification in a higher pay range, the Employee shall be reassigned to the base rate of the new classification or the pay step representing at least a four percent (4%) increase over the Employee's prior rate of pay, whichever is higher. In the event of reassignment to a classification having the same pay range as the Employee's current classification, no increase will be received. Job audit reviews are subject to the grievance procedure.

Section 17.3. In any reduction of an Employee, other than a disciplinary reduction under Article 12, the Employee shall be assigned to the pay step in the new classification as follows:

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

**ARTICLE 18**  
**SENIORITY**

Section 18.1. Definition. Seniority shall be defined as the length of continuous service measured in years, months, and days that an Employee has accumulated since the last date of hire as a permanent, full-time Employee in the service of Butler County Children Services. Seniority shall include service as a part-time, temporary, intermittent, casual, or seasonal employee only for time actually worked. Employee seniority is not affected by transitions of the agency from the Butler County Department of Human Services to an independent Children Services Board or to a division of the Butler County Department of Job and Family Services, provided that the Employee has maintained continuous service.

Section 18.2. Accrual.

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

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

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

- (a) terminates voluntarily, unless the Employee returns to work within one (1) year of the date of termination and successfully completes the required probationary period for new hires;
- (b) is discharged for just cause;
- (c) exceeds an official leave of absence;
- (d) is laid off for a period of more than eighteen (18) months;
- (e) fails to qualify for return from disability separation within eighteen (18) months (calculated as 548 days) after the expiration of the sick leave without pay; or
- (f) fails to notify the Employer of his or her intent to return to work on a recall from layoff as otherwise provided herein at Article 19, Section 6.

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

Section 18.5. Following the expiration of the thirty (30) day objection period in Section 4, the Employer shall provide the Union President with a copy of the final seniority roster with any corrections.

Section 18.6. The Employer shall provide a current list of bargaining unit employees' names, classification, and date of hire to the Local President each quarter *and upon request*.

## **ARTICLE 19**

### **LAYOFFS**

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

- (a) Temporary employees;
- (b) Intermittent and Seasonal Employees;
- (c) Contract individuals substantially performing work normally performed by employees in the classification(s) identified for layoff;
- (d) Probationary Employees;
- (e) Permanent part-time Employees who have completed their probationary periods; and
- (f) Employees by classification in order of inverse seniority and their present ability to perform the remaining work available.

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

- (a) The Employer shall send the notice by certified or registered mail at least twenty-eight (28) days prior to the effective date of the action to the Employee's last known address; or,
- (b) The Employer shall hand-deliver the notice at least twenty-one (21) calendar days prior to the effective date of the action.

Section 19.3. Grant-Restricted Funds. If the Employee's wages are paid through grant monies or restricted funds, and such monies are terminated without prior notification to the Employer, the Employee may be laid off effective immediately upon receipt of notice under Section 2(a) or (b) of this Article, subject to the displacement and recall provisions of the remainder of this Article.

Section 19.4. Bumping Rights.

- (a) Employees may displace (bump) the least senior Employee in a lower classification in the same classification series provided that the Employee has more seniority than the Employee displaced and is presently qualified to perform

the work. Classification series are set forth in Appendix 1 to this Agreement. Employees displaced pursuant to this provision may in turn displace less senior Employees in their classification or, if there are none, the least senior Employee remaining in a lower classification in the same classification series, provided the Employee has more seniority than the Employee displaced and he or she remains presently qualified to perform the work. This procedure shall continue successively until the last Employee is the lowest classification in the classification series has been reached and, if necessary, laid off.

- (b) An Employee who displaces (bumps) into a lower classification shall be assigned to a pay range in the lower classification as follows:
  - (1) The same, numbered pay step in the new classification as the Employee occupied in the classification from which he or she was laid off or displaced (bumped); or
  - (2) The pay step that corresponds with the number of years the Employee has served with the Employer, if that step would be higher than the step assigned under Section 3(a) above; provided, however, the Employer shall not be required to recognize a year of service under this subsection for any year in which the Employee did not receive a step increase pursuant to Memorandum of Understanding.

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

Section 19.6. Recall. An Employee who is laid off (including through job abolishment) shall be placed on a recall list for a period of eighteen (18) months. If there is a recall, Employees on the recall list shall be recalled to the classification from which they were laid off or any lower classification in the same classification series, in the inverse order of their layoff, provided they are presently qualified to perform the work in that classification. Employees who are eligible for recall shall be given twenty-one (21) calendar days' notice of recall, and notice of recall shall be sent to the Employee by certified mail with a copy to the Union, provided that the Employee must notify the Employer of his or her intention to return within seven (7) calendar days after receiving notice of recall. The Employee shall report to work within twenty-one (21) calendar days of the receipt of the notice of recall, or his or her recall rights are waived. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address provided by the Employee, it being the obligation and responsibility of the Employee to provide the Employer with his or her latest mailing address. The Employer shall not make any temporary, intermittent, or seasonal appointment to any classification in which there is an active recall list without first offering such appointment to eligible Employees on the recall list for that classification.

Section 19.7. In the event of a tie among two or more Employees with respect to the order of layoff or recall, the affected Employees shall draw lots, according to a mutually agreed procedure, to determine the order of layoff or recall.



Section 19.8. An Employee or the Union may pursue through the grievance and arbitration procedures of this Agreement the application of or an alleged violation of this Article with regard to a particular layoff or job abolishment. In any such arbitration proceeding, the Arbitrator's jurisdiction shall be limited to determining whether the Employer has complied with the provisions of this Agreement governing layoffs and job abolishments, and the Arbitrator shall not have the power to determine the reasonableness or appropriateness of the Employer's decision to lay off or abolish positions.

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

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

## **ARTICLE 20**

### **JOB POSTING AND PROMOTIONS**

Section 20.1. When a vacancy occurs, the Employer shall post for seven (7) calendar days a notice of the opening stating the job classification, a description of the job duties and minimum qualifications, the hours of work and workweek assigned to the position, the rate of pay, the training that will be offered by the Employer, the location and person to whom applications must be made, the date of posting, and the final date on which applications will be accepted. This seven- (7-) day period shall be scheduled to cover portions of two (2) consecutive work weeks, and if the posting period includes the two-day Thanksgiving holiday, Christmas Eve and Christmas Day, or New Year's Eve and New Year's Day, the vacancy shall be posted for ten (10) calendar days instead. The Employer shall provide a copy of this posting to the Union President and the date the Employer expects to fill the position. No applications shall be accepted from Employees after the expiration of the posting period unless the Employer has re-posted the position with an extended application deadline.

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

Section 20.3. The Employer will decide, in its sole discretion, when a vacancy exists and whether to reassign an Employee within a classification prior to filling the vacancy. The Employer agrees to give first consideration to Employees within a classification who have requested such reassignment in writing during the posting period of Section 1 of this Article; provided that the Employer is not required to select or give preference to Employees seeking reassignment. The bidding procedure as described herein shall only apply to bargaining unit vacancies not filled by a reassignment within a classification.

Section 20.4.

- (a) The applications timely filed will be reviewed by the Employer. The Employer shall make the selection for bargaining unit positions on the basis of skill, experience, education and training, performance, and the ability to perform the

work in question. If, in the judgment of the Employer, the skill, experience, education and training, performance, and ability to perform the work of two (2) or more applicants are equal, seniority shall govern, subject to the grievance and arbitration provisions of Section 5 of this Article.

- (b) The Employer shall post a notice of the person selected after the position has been filled. Employees permanently promoted into a position shall have an effective date for the promotion no later than forty-five (45) days after receiving written notice of the promotion. The Employee shall be paid the wage rate associated with the promoted position, commencing with the effective date or the actual date of the placement, whichever is sooner. At any point in the selection process in which the Employer has determined that a currently employed applicant will not be further considered, the Employer shall notify the Employee-applicant of this decision in writing within a reasonable time of the decision, and this notice shall contain a statement that the Employee is welcome to discuss with the management officials who made the decision what steps, if any, the Employee might take in order to improve chances for selection or promotion for future positions.
- (c) When deciding among finalist candidates for a position, the Employer shall endeavor to notify any currently employed applicant who is not selected of the decision prior to notifying the successful candidate whenever reasonably practicable. If an Employee not selected for a position is on leave of absence at the time of the decision, written notice will be sent to the Employee's home.

Section 20.5. The Union shall have recourse through the grievance and arbitration procedures to challenge an Employer's selection to fill a vacancy not in compliance with this Article. In any such grievance or arbitration proceeding, the burden shall be on the Union to show by clear and convincing evidence that the Employer's decision was for arbitrary and capricious reasons.

Section 20.6. The Employer shall have the right to fill a position, and make transfers on a temporary basis until such time as the selection of a permanent employee is made to fill the position, subject to the provisions of Article 10 regarding temporary reassignments.

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

Section 20.8. The foregoing provisions on promotions and the filling of vacant positions are intended to supersede all otherwise applicable provisions for public employees in the Ohio Revised Code and the rules of the Ohio Department of Administrative Services (ODAS) relative to transfers, promotions and the filling of vacant positions.

Section 20.9. An Employee is not eligible for promotion during an initial probationary period, unless no other qualified, internal applicants have applied for the position within the posting period set forth in this Article.

Section 20.10. Employees who bid on and are selected for a position in a lower pay grade (voluntary demotion) shall be paid at the maximum rate for the new, lower classification or shall have their current rate of pay reduced by 5% whichever rate results in the lower final rate of pay. However, if the affected employee was denied a pay increase as the result of a promotion to the current position held, the rate to which such an employee returns shall include any merit pay that the employee would have received during regular annual increases if he or she had not been promoted up to the new maximum rate.

## **ARTICLE 21** **HEALTH & SAFETY**

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

Section 21.2. In the event an employee believes that the physical facility, equipment, or furnishings are in an unsafe condition, he or she shall report the unsafe condition to the immediate supervisor, or, if the supervisor is unavailable, to the Human Resources Coordinator, Executive Director, or other designee of the Executive Director. The Employer shall determine what action shall be taken in response to any claim under this section, and will take reasonable action to correct any unsafe working condition as soon as practicable. The Employer shall prepare a written report of its findings in response to the claimed unsafe condition. The Employer shall provide to the Union a copy of any written report in response to claims of unsafe conditions. Failure of the Employer to correct an unsafe working condition shall be subject to the grievance procedure. The grievance procedure shall be the Employee's sole recourse for complaints of discharge or discrimination for asserting rights under the Ohio Public Employment Risk Reduction Act, under the provisions of Section 4167.13 of the Revised Code.

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

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

- (a) The Committee shall comprise five management representatives and five Union representatives, and additional representatives may be added with the agreement of the parties. The Human Resources Coordinator of Children Services shall serve as Safety Coordinator and as one of management's representatives, as well as the chair of the Committee. The Chair shall be responsible for taking or

arranging minutes of the meeting, and each member of the Committee shall receive a copy of the minutes. The Chair shall communicate all of the concerns and issues generated by the Committee to the Executive Director and administrators.

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

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

## **ARTICLE 22**

### **WAIVER IN CASE OF EMERGENCY**

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

- (a) Time limits for the Employer's or the Union's initial filing, appeals, or replies on grievances; and,
- (b) All work rules, provisions, and practices relating to the assignment of Employees when it is not reasonably possible to follow such work rules, provisions, or practices during the emergency.

Section 22.2. Upon the termination of the emergency, should grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed.

**ARTICLE 23**  
**PERSONNEL RECORDS**

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

- (a) The Employee shall inspect the personnel file at a time mutually agreeable to the Employee and the Employer. With prior notification to the Employer, the Employee may have a representative present during such inspection. The Employee may designate, by presentation of a signed, written authorization, a representative to inspect the Employee's personnel file in his or her place, subject to the other provisions of this Article.
- (b) If the Employee objects to any item in the personnel file, he or she may provide written clarification or explanatory response for inclusion in the file.
- (c) Employees may request copies of items in their personnel file subject to a reasonable copying charge imposed in the discretion of the Employer.

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

Section 23.3. In the event any person or organization other than an official, employee, or agent of Butler County, the Union, or a state or federal agency, has requested to inspect or receive a copy of a current Employee's personnel file or other records relating to that Employee's performance, the Employer shall notify the Employee of the request if practicable prior to complying with it by calling the Employee on the Employee's work telephone number or other number provided by the Employee. The Employer's obligation to notify the Employee under this Section is satisfied by attempting to reach the Employee and leaving a message, if possible. The Employee may request to inspect his or her personnel file no later than 24 hours after the notification in order to object to the release of any item that the Employee does not believe is a public record under Ohio law. It is not a basis to extend this period for the Employee to inspect the file that the Employee is on leave or unavailable, although the Employee may designate a Union representative to inspect the file and make objections in his or her stead within this period. The Employer will redact items in the personnel file that are not public records under Ohio law prior to releasing the records. The parties understand that the notification and inspection provisions of this Section may not inhibit the timely release of public records pursuant to a lawful request. This provision for notification and opportunity for inspection does not apply to any former Employee.

Section 23.4. If an Employee or the Union believes that any information contained within a personnel file or other personnel records is not a public record or otherwise may not be disclosed pursuant to federal or state law, then the Employee or Union shall notify the Employer, in writing, of the objection. To the extent possible within the constraints of Ohio public records law, the Employer shall determine the validity of the objections prior to releasing the information. The determination of whether or not items are public records is a matter of Ohio

law, and is not subject to the grievance and arbitration procedure. Further, it is not the intent of this provision that the release of public records be delayed or encumbered in any way.

**ARTICLE 24**  
**LABOR-MANAGEMENT COMMITTEE**

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

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

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

**ARTICLE 25**  
**HOURS OF WORK AND OVERTIME**

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

Section 25.2.

- (a) The Employer shall set work schedules, locations, and starting times, which shall remain flexible based on the needs of the Employer. The Employer may restructure the normal work day or work week for the purposes of promoting efficiency or improving services. In the event the proposed change is of a permanent nature, the Employer agrees to meet and confer with the Union regarding the proposed change.
- (b) The Employer shall not restructure the work schedule of an Employee under subsection (a) with the intent to discipline an Employee without just cause.
- (c) The Employer agrees that it will not schedule any Employee's permanent work hours outside of the core scheduling of 7:30 a.m. to 5:00 p.m. without complying with the provisions of Section 2(a) of this Article or except with the Employee's consent under the procedure that follows in this subsection 2(c). Within those hours, supervisors have discretion to schedule the start and stop times for Employees, provided that coverage is maintained for each unit and function at all times during business hours. Employees may only be scheduled to work hours

outside of the core scheduling hours with their consent and the consent of the Administrator for the unit, except as otherwise provided in this Agreement. The supervisor shall determine a schedule of hours for the work unit with available schedules and the number of Employees in the classification who may work at each available slot, and may ask Employees in a unit to arrange a group schedule that provides the needed coverage in each available slot. If the Employees are not able to work out the schedule by consensus themselves, the supervisor shall assign schedules based on the Employee's schedule in order of seniority, as defined in Article 18, Section 1, applied within the particular unit, classification, and specific job function (where relevant).

- (d) Nothing in this Article prohibits the Employer, under the procedures set forth in this Article, from agreeing to implement a regular work schedule of four (4), ten- (10-) hour days for those Employees in the agency for whom it may be appropriate. Employees may not be required to work a schedule of four (4), ten- (10) hour days without their consent, nor is the Employer required to agree to a particular Employee's request to work such a schedule. The parties expressly understand that such a work schedule may be appropriate for some Employees and units and not others, including Employees within the same unit. Further, the parties understand that not all Employees will be interested in such a work schedule, and that any work schedule must reflect an Employee's responsibility for his or her work or case load, as well as a unit's responsibility to assist in coverage when an Employee is unavailable. For an Employee who is working the alternate schedule of four (4), ten- (10-) hour days, leave will be calculated as follows:
  - (1) An Employee who uses a day of sick leave, vacation, personal leave, compensatory time off, leave without pay, or any other leave for a day on which he or she was scheduled to work ten (10) hours shall be charged ten (10) hours of leave.
  - (2) On weeks in which the County observes holidays, Employees shall receive eight (8) hours of holiday pay as provided in Article 27, Section 3. The supervisor and Employees in the unit shall agree to a schedule to work (or use other available leave) to cover the remaining hours of the forty- (40-) hour work week.
- (e) An employee required to travel overnight and care for a child shall be paid at the applicable rate for all time spent caring for the child, or a minimum of eight (8) hours in a twenty-four (24) hour period, whichever is greater.

### Section 25.3.

- (a) An Employee in active pay status in excess of forty (40) hours in one week, shall, at the option of the Employee, either be paid cash at one and one-half (1½) times his or her regular rate or receive compensatory time off on the basis of one and one-half (1½) hours off for each hour of overtime worked; provided, however, that the Employer may require the Employee to utilize compensatory time off in

lieu of cash upon the Employer's determination that there are not sufficient funds in the allocation against which the Employee's salary is charged. "Active pay status" shall be defined as hours worked and hours of paid leave time. Time off to use earned compensatory time will be granted within a reasonable time of the Employee's request, not to exceed sixty (60) days, unless granting the request would unduly disrupt the operations of the Employer. No Employee shall be permitted to accrue more than one hundred twenty (120) hours of unused compensatory time and any Employee who has accrued unused compensatory time to the one hundred twenty (120) hour limit shall be paid in cash for additional overtime worked. If the Employer determines, for budgetary reasons, to cash out all or a portion of the compensatory time balance of one or more Employees, the Employer shall provide notice to the Union and the affected Employees and shall meet with the Union, upon request, to discuss the reasons for the action. This provision does not prevent the Employer from considering an Employee's request to be exempted from such a cash-out based on personal circumstances. In no event may the Employer cash out below an accrued balance of forty (40) hours of compensatory time off without the Employee's consent. If an Employee is paid in cash for accrued compensatory time, he or she shall be paid at the Employee's regular rate at the time of the cash-out. Upon termination of employment, unused compensatory time shall be paid at the Employee's average regular rate for the last three (3) years of employment or the Employee's final regular rate, whichever is higher.

- (b) If an Employee works extra hours in a work week in which he or she has also used paid leave, the Employer may reduce the amount of paid leave used to account for the extra hours worked, in accordance with current agency practice. If, however, the extra hours worked are (i) for an emergency, defined as an unplanned, unscheduled event requiring an immediate response, or (ii) for any pre-placement, placement, and/or contact that includes overnight travel, the Employee may choose whether to be compensated for the overtime through cash or compensatory time off or reduce the amount of leave used in the work week.
- (c) Upon the request of the Employee and with the prior, express approval of the Employee's supervisor, the Employee may utilize flex time for purposes of personal business, provided that the Employee works sufficient hours in the remainder of the same work week to make up for the time taken off. The supervisor may approve or deny the request in his or her sole discretion, and this decision shall not be subject to the grievance and arbitration procedures of this Agreement. If the Employee has worked hours on Saturday or Sunday, the Employee's request to use flex time in that same work week for time off shall not be unreasonably denied, and if the Employee feels that such a request has been unreasonably denied, the remedy is to request a meeting with the Department Administrator to discuss the issue. If the Employee has been scheduled in advance to work at least seven (7) hours on the Saturday or



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

- (d) It is the intention of the parties, for reasons of efficiency and economy, that the Employer be permitted to utilize work scheduling and compensatory time to minimize its overtime liability. If, however, the extra hours worked are for an emergency, defined as an unplanned, unscheduled event requiring an immediate response, the Employee may choose whether to be compensated for the overtime through cash or compensatory time off or, with the approval of the supervisor, to adjust the work schedule for the rest of the work week.
- (e) This Article is intended to be used as the basis for computing overtime and shall not be construed to limit other rights granted to Management in this Agreement.

Section 25.4. Employees shall be assigned to shifts as follows:

- (a) The current first-shift, Monday to Friday schedule will remain unchanged. Except as provided in this Section 2 of this Article, full-time Employees assigned to first shift will not be reassigned to the full-time third-shift schedule without their consent. The Employer may reassign a first-shift Social Services Worker 4 assigned to Screening to second, third, or weekend shifts only on a temporary basis based on operational needs.
- (b) The Employer will continue to use current second-shift and weekend Screening employees in this capacity to the extent practicable, including supervisors and Employees in the classification Social Services Worker 4. Second-shift and weekend hours have been extended in order to maximize coverage. Employees currently assigned to second shift may volunteer to work more hours than scheduled, with the Employer's approval.
- (c) Weekend shifts will be staffed on a part-time basis using current part-time Screening supervisors and part-time Social Services Worker 4s to the extent practicable.
- (d) The Employer agrees to pay shift differential to Employees working second or third shift, as provided below:
  - (1) Second-shift Employees shall receive a supplement of 3% of the Employee's hourly wage rate for all hours on that shift.

- (2) Third-shift Employees shall receive a supplement of 2% of the Employee's hourly wage rate for all hours on that shift.
  - (3) "Hourly wage rate" includes, for purposes of this Section, any longevity and license supplement pay, and an Employee who works overtime while regularly assigned to second- or third-shift shall have that overtime pay calculated based upon the shift rate of pay, irrespective of when the overtime hours are worked. An Employee who works hours of overtime that fall during second or third shift, however, is not entitled to any shift premium if he or she is regularly assigned to the first shift, unless he or she works the entirety of the second or third shift. In other words, first-shift Employees are not entitled to a shift premium simply because some hours of their hours worked on a particular day happen to fall in the second- or third-shift period.
- (e) The Employer may adjust the start and stop times of any shift, subject to the Employer's obligation to meet and confer with the Union regarding any permanent change under Section 2(a) of this Article. Shifts will be defined as follows:
- (1) Second shift: A majority of the hours fall between 5:00 p.m. and 11:30 p.m.
  - (2) Third shift: A majority of the hours fall between 11:30 p.m. and 8:00 a.m.
  - (3) First shift on weekends begins at 8:00 a.m. and ends at 5:00 p.m. The second and third shifts for weekends will be defined as stated above.
- (f) The parties understand that the Employer may post additional, part-time positions in order to ensure full coverage on all shifts and weekends.
- (g) The position description for Social Services Worker 4 Screener shall reflect both full-time status and that the classification may be assigned to three shifts.
- (h) The Employer agrees to survey all supervisors and Social Services Worker 4s to establish a volunteer list of staff who are willing to work to fill in shifts or days in which an Employee scheduled to work that shift is absent or otherwise not available to work because of employee leaves. Any such additional work is subject to the provisions of this Agreement, including overtime compensation in cash or compensatory time off and the utilization of work schedules to minimize overtime. Employees who volunteer to be on such a list will receive no on-call stipend under this Agreement.

- (i) The agency intends to use volunteers, either supervisors or Social Services Worker 4s, to cover temporary absences as needed, though not every vacant position on a shift may be filled. Because no entire shift can be left without coverage, however, the parties agree that if no one from the volunteer list is available and willing to work the shift, the least senior Employee on the list may be assigned to work the unfilled shift.
- (j) Employees who work a holiday will receive compensation as provided in Article 27 (Holidays), Section 3. Employees are eligible for compensation at the specially-guaranteed, premium rate for working a holiday on either the actual day of the holiday (for example, Christmas Day on December 25 and Christmas Eve on December 24) or the day on which the holiday is actually observed, but not both. For an Employee to be considered to have worked a holiday shift, more than half of the hours of the shift must have fallen on the actual holiday, measured from midnight to midnight. Employees may by agreement and with the Employer's approval split a holiday shift to work partial shifts, and for holidays only, those Employees on second or third shift would continue to receive the shift differential for the partial shift. Otherwise, Employees working only a partial second or third shift receive no shift differential.
- (k) An Employee who is assigned to work the full shift on which Eastern Daylight Time takes effect in the spring shall be paid for a full, eight-hour shift even though the Employee will only actually work seven hours that night. An Employee who is scheduled to work the full shift on which Eastern Standard Time again takes effect in the fall will be paid for the nine hours actually worked on the shift due to the time change, at the appropriate rate under this Article.

## **ARTICLE 26** **BREAK PERIODS**

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

## **ARTICLE 27** **HOLIDAYS**

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

- (a) New Year's Day
- (b) Martin Luther King's Birthday
- (c) President's Day
- (d) Memorial Day
- (e) Juneteenth

- (f) Independence Day
- (g) Labor Day
- (h) Veteran's Day
- (i) Thanksgiving Day
- (j) Day after Thanksgiving
- (k) Christmas Day

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

Section 27.2. Christmas Eve Day and New Year's Eve Day shall be observed only as approved by the Board of County Commissioners for all other non- bargaining unit employees of the County.

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

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

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

## **ARTICLE 28** **VACATIONS**

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

- (a) After completion of six (6) months of service with the Employer: one (1) week. After completion of one (1) year of service with the Employer: an additional week of vacation.
- (b) After completion of five (5) years' service with the Employer, the State of Ohio, or any political subdivision of the State: three (3) weeks.
- (c) After completion of ten (10) years' service with the Employer, the State of Ohio, or any political subdivision of the State: four (4) weeks.

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

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

Section 28.2. Permanent part-time Employees shall earn vacation on a pro-rata basis based on the number of weeks set in Section 1 and the number of hours such Employees are regularly scheduled to work each week.

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

Section 28.4.

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

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

- (b) In any biweekly period in which a full-time Employee is not in active pay status for eighty (80) hours, he or she shall accrue vacation at a pro-rata rate. Permanent Part-time Employees shall also accrue vacation on a pro-rata basis, as provided in Section 2.
- (c) No Employee may use vacation until the pay period after which it is earned and credited to the Employee's leave account.

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

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

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

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

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

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

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

Section 28.9. An Employee who retires, resigns, or has otherwise terminated his or her employment, and who has not been discharged for theft, falsification of records, destruction of Employer equipment, or mistreatment of clients, members of the public, or other employees, and who has not yet received the vacation pay to which he or she is entitled, shall receive said vacation pay at the next regular pay period. Any Employee who resigns with less than ten (10) business days' advance notice and who has eighty (80) or fewer hours of accrued but unused vacation as of the date that the resignation is submitted, shall forfeit his or her vacation pay out on the basis of ten percent (10%) for each day that the Employee's notice of resignation falls short of this ten- (10-) day notice requirement. If the Employee has accrued vacation in excess of eighty (80) hours as of the date that the resignation is submitted, the Employee shall forfeit eight (8) hours of vacation for every day that the notice of resignation falls short of the ten- (10-) day notice requirement.

Section 28.10. In the case of the death of an Employee, the unused vacation leave shall be paid to the beneficiary designated on the Employee's life insurance policy with the County or, if none, in the following order to:

- (a) The surviving spouse;
- (b) Any one or more of the Employee's children eighteen (18) years of age or older, in equal shares;
- (c) The father and mother of the Employee, in equal shares, or the survivor of them; or
- (d) The estate of the Employee.

## **ARTICLE 29** **OTHER PAID LEAVE; VERIFICATION**

Section 29.1. All Employees, who have completed their probationary period and who are called (not volunteered) to serve as jurors will receive their regular pay, less their pay as jurors, while serving on the jury.

Section 29.2. An Employee testifying as a witness pursuant to a lawful subpoena of a court or agency, in a proceeding in which the Employee is not a party, shall receive his or her regular pay less any compensation received as a witness for the period of such testimony.

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

Section 29.4. The Employer shall have the right to demand proof of proper use of any paid leave; provided, however, that this provision shall not be construed to permit the Employer to inquire about an Employee's reasons for using vacation, personal leave, or compensatory time off. Employees may not use any paid leave for the purpose of engaging in other, primary

employment. This provision does not, however, prohibit an Employee from using paid leave for part-time or self-employment, provided that such employment does not pose a conflict of interest and is not otherwise inconsistent with the Employee's position with Children Services. Falsification of any information with respect to any paid leave, including, but not limited to paid sick leave, shall be grounds for discharge.

Section 29.5. For each fixed period of two (2) calendar months (measured by January-February, March-April, and so forth) in which a full-time Employee has used no sick leave or unpaid leave, the Employee shall be granted four (4) hours of personal leave with pay. Such personal leave may be used for any personal purpose of the Employee, provided that the Employee has scheduled the leave with the prior approval of the Employer in the same manner as vacation leave or compensatory time off. The Employee may carry-over personal leave time from year to year and may, upon written request to the Human Resources Coordinator, convert unused personal leave to cash in December of each calendar year.

### **ARTICLE 30** **SICK LEAVE**

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

Section 30.2. Pay for any sick leave shall be at the Employee's regular rate of pay.

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

- (a) Illness or injury of the Employee;
- (b) Serious illness or injury of immediate family members, pursuant to Section 5;
- (c) Medical, dental, or optical examinations that cannot be scheduled outside normal working hours, except for examinations in connection with employment outside this agency, and provided that the Employee provides a written statement from the medical provider that it is not possible to schedule appointments outside of working hours;
- (d) Exposure of the Employee to a contagious disease if, by reason of such exposure, the Employee's presence at work would pose a substantial risk of contagion and serious illness to co-workers;
- (e) Pregnancy, childbirth, and related medical conditions, but only to the extent that the Employee is rendered unable to work by reason of such condition; and
- (f) Death of a member of the Employee's family, pursuant to Section 12.



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

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

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

Section 30.6.

- (a) Upon exhaustion of accrued sick leave, the Employee may be permitted to use accrued vacation leave. If the Employee presents a physician's statement that the disability is not likely to exceed six (6) months, sick leave without pay or benefits up to a period of six (6) months may be granted when an Employee is sick or injured and is without any accumulated sick leave.
- (b) If the Employee's physician cannot certify likely recovery within six (6) months, or if the Employee remains unable to return to work after the expiration of the six (6) month leave, the Employee shall be placed on disability separation. The Employee may request reinstatement to his or her prior classification or any lower classification in the same classification series within a period of eighteen months (calculated as 548 days) from the date the Employee was placed on disability separation.
- (c) An Employee requesting reinstatement from a disability separation may be required to submit to an examination by a physician jointly selected by the parties. The examination must show that the Employee has recovered from the disability and is able to perform all of the essential functions of the position to which reinstatement is sought. The Employer shall pay the cost of the examination.

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

Section 30.7. An Employee may donate vacation leave to another Employee who has exhausted all paid sick leave, vacation, and compensatory time off, where the donee Employee or a member of that Employee's immediate family is suffering from a life-threatening injury or illness. Eligibility to receive such donations shall be determined by the Employer. Any request to donate leave shall be submitted in writing to Human Resources. The Human Resources Director will verify whether the Employee has in fact exhausted paid leave and whether he or she is qualified to receive donated vacation leave under this Article. The decision of any Employee whether or not to donate leave is a personal one, and no Employee will be pressured or coerced to donate leave. The transferor must provide written notice to the Employer of the transfer of the vacation leave at least seven (7) calendar days in advance of its use by the transferee, and such notice shall include a statement that the transferring Employee is forever waiving his or her claim to such vacation leave. No Employee may donate more than eighty (80) hours of vacation leave in any calendar year. Any vacation leave donated to an Employee shall be converted to sick leave in the account of the Employee who received the donation of the leave, subject to the provisions governing the use of sick leave.

Section 30.8.

- (a) Sick leave shall be charged in minimum amounts of one-quarter ( $\frac{1}{4}$ ) hour. An Employee requesting sick leave shall inform his or her supervisor of such request and the reason therefor within one-half ( $\frac{1}{2}$ ) hour of his or her scheduled starting time. Failure to do so may result in denial of sick leave for the period of absence and/or disciplinary action.
- (b) The Employer may, in its sole discretion, deny payment of sick leave for any absence after an Employee has submitted a notice of resignation, and the Employer's decision whether or not to pay sick leave after a resignation is submitted shall not be subject to the grievance or arbitration provisions of this Agreement. The provisions of this subsection 8(b) do not apply to the retirement of an Employee under the Public Employees Retirement System of Ohio (PERS), and an Employee who has submitted a notice of intended retirement under PERS may use sick leave subject to the same provisions and controls that are otherwise applicable under this Agreement and law.
- (c) Any step increase or performance evaluation that would have been due during a sick leave with or without pay of more than twenty (20) consecutive business days, however, shall be postponed until after the Employee's return from the leave of absence, and the Employer shall complete the evaluation or grant the step increase otherwise due within one (1) month of the Employee's return to work. Any such step increase shall be granted retroactively to the Employee's date of return from the sick leave.

Section 30.9. The Employer may require the Employee to submit to a medical examination to verify the proper use of sick leave or the Employee's ability to perform the essential duties of the Employee's position, with or without reasonable accommodation. The Employer shall select the physician and pay for the examination.

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

Section 30.11. If an Employee transfers to the service of the Employer from another County department or Ohio public agency, the Employer shall credit the Employee, upon written request and verification, with the sick-leave balance held by the Employee with the Ohio public agency.

Section 30.12. An Employee shall be paid sick leave pay for up to five (5) working days' absence in the event of the death of the Employee's spouse, child, parent, grandparent, grandchild, brother, or sister. Step-children, step-parents, and step-siblings shall be covered under this Section if the relation dates back to the Employee's childhood, such as a step-parent who helped raise the Employee, a step-child who grew up in the Employee's home, or step-siblings who lived in the same home as minors. An Employee shall be paid sick leave pay for up to three (3) working days' absence for the death of the Employee's mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, or son-in-law. Days of sick leave-funeral leave taken must coincide with the day of death or the day of funeral. If the Board of County Commissioners adopts a policy for non-bargaining employees that provides for paid bereavement leave, employees shall be entitled to bereavement leave as adopted in lieu of the use of sick leave provided in this Section at the employees' option.

Section 30.13. In the event of a death of a relative other than those in the immediate family as described in Section 12 above, the Employer may, at its sole discretion, grant one (1) day of sick leave in order that the Employee may attend the funeral.

Section 30.14. In circumstances of unusual distances of travel or extreme weather conditions the Employer may, at its sole discretion, grant up to an additional two (2) days of unpaid leave for the Employee to travel to the funeral of a relative in the family as described in Section 12 above.

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

Section 30.16. An Employee who is absent from duty without approved leave or without notice to his or her supervisor of the reason for such absence will be subject to discipline up to and including discharge.

## **ARTICLE 31** **UNPAID LEAVE**

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

1. Pregnancy-Related Leave.

- (a) An Employee may take accrued sick leave with pay for pregnancy, child birth, and related medical conditions. In addition, the Employee may use any accrued vacation leave. Following exhaustion of accrued sick leave, the Employee may request sick leave without pay for maternity purposes (“pregnancy-related leave”). Sick leave with pay and pregnancy-related leave shall be used only for that period in which the Employee is unable to perform the essential duties of her position because of her pregnancy, recovery from childbirth, or related medical conditions, including reasonable pre-delivery, delivery, and recovery time, as certified by a licensed physician. Within thirty (30) days of the termination of pregnancy, the Employee shall provide a statement by her attending physician stating the period for which the Employee is unable to work and the projected date on which she will be able to return to work.
- (b) Pregnancy-related leave without pay granted under subsection (a) for pregnancy, childbirth, and related medical conditions shall in no event exceed six (6) months. If the Employee is unable to return to work within six (6) months, the Employee shall be given a disability separation. Pregnancy-related leave without pay shall not include time requested for purposes of child care following the Employee’s recovery from childbirth or other termination of the pregnancy.
- (c) Any additional leave without pay for parental or child care purposes must be requested under the provisions of Section 3 below.

2. Military Leave.

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

3. Other Leaves.

The Employer shall grant leaves of absence where required by the Family and Medical Leave Act of 1993 (FMLA), and the Union and the Employer agree to incorporate the agency’s FMLA Policy effective September 26, 2013 into this labor agreement by reference. The express terms of the collective bargaining agreement shall prevail over any conflicting provisions in the FMLA Policy. Upon the exhaustion of the Employee’s twelve (12) weeks of FMLA leave, the Employee must request, in writing, any additional leave of absence that may be available under this Agreement, and any Employee who fails to do so is subject to immediate termination from employment. Leaves of absence without pay or benefits for other reasons, including but not limited to for purposes of child care, educational reasons, or attendance at Union conventions or functions or other service as a delegate or officer, may be granted, at the sole discretion of the Employer; provided, however, with respect to unpaid Union leave, the Employer shall grant up to ten (10) total days per calendar year to Union officers or representatives selected by the Union for the purpose of attending official Union conventions or functions. Unpaid Union leave not used by the end of the calendar year shall not be carried over. Such leave must be requested, in writing, at least fourteen (14) days in advance. Furthermore, it is expressly understood that while the ten (10) days of unpaid Union leave is the

aggregate amount for the entire bargaining unit, it may be split by two or more Union officers or representatives.

4. Seniority.

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

5. Benefits.

Benefits and insurance will not accrue during any period of unpaid leave except that during such leave of absence, upon the Employee's request, and subject to any conditions or requirements of the insurer, the Employer shall continue group health insurance coverage at the expense of the Employee to the extent required by federal law. The Board of County Commissioners may, at its sole discretion, continue group health insurance coverage in force, at the expense of the Employer, for a period generally not to exceed the first ninety (90) days of a sick leave without pay, and the decision to grant or deny such continued coverage shall not be subject to the grievance and arbitration procedures of this Agreement.

6. Abuse of Leave.

If the Employer becomes aware at any time during an unpaid leave that the leave is not being used for the purposes for which it was granted, the Employer may terminate the leave, order the Employee to return to work, and may take such disciplinary action as it may deem appropriate. Employees may not use unpaid leave for the purpose of engaging in other, primary employment. Employees are also prohibited from engaging in either of the following during an unpaid sick leave, including unpaid leave under the Family and Medical Leave Act:

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

**ARTICLE 32**  
**SICK LEAVE CONVERSION**

Section 32.1. Upon retirement from active service with the Children Services Board, and with ten (10) or more years of service with the County, the State, or any political subdivisions of the State, the Employee shall be paid for one-fourth ( $\frac{1}{4}$ ) of his or her accrued but unused sick leave credit, not to exceed forty (40) days' pay. The payment shall be based upon the Employee's rate of pay at the time of retirement and eliminates all sick leave credit accrued but unused by the Employee at the time of retirement.

Section 32.2. An Employee shall be deemed to have retired, under Section 1 of this Article, if he or she is eligible, at the time of termination, for payment of retirement benefits from the Public Employees Retirement System of Ohio and has applied for payment of such benefits.

Section 32.3. Upon the death of an Employee who would have been otherwise eligible to retire and convert sick leave under this Article, the proportion of the Employee's sick leave that can be paid out under this section shall be paid to the beneficiary designated on the Employee's life insurance policy with the County or, if none, as provided in the following order:

- (a) The surviving spouse;
- (b) Any one or more of the Employee's children eighteen (18) years of age or older, in equal shares;
- (c) The father and mother of the Employee, in equal shares, or the survivor of them;  
or
- (d) The estate of the Employee.

**ARTICLE 33**  
**LIFE AND HEALTH INSURANCE**

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

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

**ARTICLE 34**  
**MILEAGE AND TRAVEL REIMBURSEMENT**

Section 34.1. In accordance with the travel reimbursement policy adopted by the Board of County Commissioners, Employees shall be reimbursed for actual miles traveled in the Employee's personal vehicle on official business at the rate set by the Internal Revenue Service. Travel between the Employee's home and work site is not generally reimbursable. Employees required to travel in their personal vehicles on a trip commencing before or after regularly scheduled work hours shall be reimbursed for mileage from the Employee's home or from the agency, whichever is less, to the approved destination and for the return trip.

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

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

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

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

Section 34.6. An Employee attending approved training offered during work time and paid for by Children Services, who drives his or her personal vehicle to the training site, shall be reimbursed for mileage from the agency. If the Employee's home is closer to a training site outside of Butler County than the agency is, then the Employee shall be reimbursed for the mileage between the Employee's home and the training site, without being required to report to the Children Services offices first. Any Employee attending approved training who is required to pay for parking at the training site will be reimbursed for the parking expenses, whether or not the Employee is reimbursed for mileage for travel to the site. This Section does not provide for mileage or parking reimbursement for educational programs covered under the tuition reimbursement provisions of Article 41 of this Agreement.

**ARTICLE 35**  
**EMERGENCY EVACUATION PROCEDURES**

Section 35.1. The Employer shall, in consultation with the appropriate safety authorities, establish properly planned emergency evacuation routes and procedures at all of its locations. Once established, notice of said routes and procedures shall be permanently and conspicuously posted at each location, and appropriate emergency exit signs and arrows shall be erected. Emergency procedure drills shall be conducted annually. Additionally, the Employer shall offer

Community Emergency Response Team (CERT) training to a bargaining-unit team as recommended by the Butler County Safety Director.

**ARTICLE 36**  
**WEATHER EMERGENCIES**

Section 36.1. In the event a weather emergency is declared by the Governor or the Board of County Commissioners, Employees shall be compensated for the number of hours for which they were scheduled to work during the emergency period but did not work by reason of such weather emergency.

Section 36.2. Employees not scheduled to work during the emergency because of scheduled vacation or compensatory time or continuing sick leave shall be charged for the leave regardless of the declared emergency. If, however, the vacation, compensatory time off, or sick leave ends prior to the end of the declared emergency, no leave shall be charged for such remainder.

Section 36.3. An Employee who is absent, tardy, or who leaves work early with the Employer's permission on days when severe weather conditions interfere with travel but when no weather emergency has been declared by the Governor or the Board of County Commissioners, shall receive no pay for work missed. With the approval of the Employer, the Employee may account for the time absent because of inclement weather by working an equivalent time in addition to his or her regularly scheduled work hours that day or by charging such time to the Employee's vacation leave or compensatory time balance; otherwise, the Employee shall be assessed leave without pay for the hours missed. Nothing in this section shall be construed to require the Employer to keep the work facility open beyond normally scheduled hours or to otherwise permit the Employee to work make-up hours where not reasonably consistent with the Employer's normal work operations.

Section 36.4. Employees shall not charge sick leave for absences due to inclement weather.

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

Section 36.6. The agency shall establish a list of personnel that may be required to work to maintain continuous operations in the screening and after-hours units after the Board of County Commissioners or its Administrator dismisses other Commission employees because of inclement weather, including names, classifications and duties. Employees on the list shall only be required to work during weather emergencies on a rotating basis and the list shall be posted so that affected employees know the order in which they will be required to continue working in the event of a weather emergency.



**ARTICLE 37**  
**LONGEVITY PAY SUPPLEMENT**

Section 37.1. Beginning on the first day of the pay period within which the Employee completes five (5) years of total service with the state government or any political subdivisions of the state, each Employee shall receive an automatic salary adjustment equivalent to two and one-half percent (2.5%) of the applicable base wage rate set forth in Article 40. Each Employee shall receive thereafter an annual adjustment equivalent to one-half of one percent (.5%) of his or her applicable base wage rate, until a maximum of ten percent (10%) of the Employee's classification base wage rate is reached.

Section 37.2. In the calculation of any wage increase or supplement, including the minimum wage rate increase following a reclassification, pursuant to Article 17, Section 2, or a temporary reassignment, pursuant to Article 10, Section 1, the longevity pay supplement shall not be included in the base wage rate.

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

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

**ARTICLE 38**  
**CALL-OUT PAY AND REPORTING PAY**

Section 38.1. Call-out time shall be defined as work assigned by the Employer performed at a time disconnected from the Employee's normal hours of work. An Employee who works call-out time shall be paid for actual hours worked at the applicable rate; provided, however, that in the event the Employee is required to respond in person at another location, the Employee shall receive no less than the equivalent of two (2) hours straight-time pay at the Employee's regular rate.

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

- (a) Employees assigned to be on call shall receive an additional payment equal to one hour's pay for each one (1) day period they are in the on-call status.
- (b) The on-call pay rate shall be doubled for Employees assigned on-call duty for the holidays of New Year's Day, Christmas Day, or Thanksgiving Day fall, and the Employee shall receive double compensation for that day only. For purposes of this subsection only, Christmas means December 25 and New Year's Day means January 1, irrespective of when observed by the County.

- (c) On-call assignments shall be on a voluntary basis to the extent practicable. If an inadequate number of Employees volunteer to be on call, Employees will be assigned on a rotating basis from among those Employees in the relevant classifications who have completed probation. On-call assignments will be on a week-to-week basis or other schedule as determined by management.
- (d) During any on-call assignment, the Employee must be able to report to the location of the call as soon as is reasonably possible, generally not to exceed a normal response time of one (1) hour. It is the Employee's responsibility to remain within a distance and to arrange other personal circumstances in a manner that allows a prompt response to calls.
- (e) Where an employee who is not on call accepts a call-out assignment, such employee shall receive one (1) hour of on-call pay for that day in the addition to all other applicable call-out payment conditions.

**ARTICLE 39**  
**SICK LEAVE USE STANDARD**

Section 39.1. An Employee will be deemed to have exceeded the standard use of sick leave when the Employee has, during the twelve (12) month period preceding the anniversary date:

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

Section 39.2. A "separated absence," for purposes of this provision, shall be defined as a continuous period of sick-leave use, of one or more workdays, whether such leave is paid or unpaid. Notwithstanding this definition, the term "separated absence" shall not include:

- (a) Any period of sick-leave use during which the Employee was an inpatient or resident of a hospital, hospice, nursing home, or facility for the treatment of alcoholism or chemical dependency;
- (b) A continuous period of sick-leave for pregnancy, childbirth, recovery from childbirth, or other pregnancy-related condition, or for the care of the Employee's spouse during her recovery from childbirth;
- (c) Sick leave used for funeral purposes pursuant to Article 30, Section 10 of this Agreement; or
- (d) Absence with or without pay due to a job-related injury or condition reported under Article 21, Section 3 of the Agreement;

- (e) A second absence where the Employee has attempted to return to work from sick leave and has determined that he or she is still too ill to work and has, therefore, attempted to return prematurely; or
- (f) Any absence for a serious health condition as defined in the Family and Medical Leave Act of 1993.

Section 39.3. The Employer may, in its sole discretion, make exceptions to or waive the provisions of Article 39 of this Agreement where:

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

Section 39.4. The Employer shall retain the right to demand proof of the Employee's proper use of sick leave in accordance with Article 30, Section 4 and 9, and Article 29, Section 4 of this Agreement.

## **ARTICLE 40**

### **WAGES**

Section 40.1. Pay scales shall be adjusted as set forth in Appendix I.

Section 40.2. Effective the first full pay following ratification:

- A. Base Pay Increase: Current bargaining unit employees' base rate of pay shall be increased by \$1.50. There will be no Part A or Part B distribution under the Performance Pay Plan in 2022.
- B. Equity Adjustment to Scale: Current bargaining-unit employees whose new rate of pay after applying the increase in Section A above is below the new minimum rate established for the employee's pay grade shall be placed at the new minimum rate.
- C. Equity Adjustment (10yr): Employees hired prior to July 1, 2012, who remain employed on the date of distribution shall receive an additional equity base increase of \$.25/hr.
- D. Retro: Employees who were employed by the BCCS on June 30, 2022, and who remain employed by BCCS on the date of distribution shall each receive a one-time lump sum payment in the amount of \$1,500.00.

Bargaining-unit Employees shall be subject to the terms of the Performance Pay Plan in effect for non-bargaining unit employees of the Board of County Commissioners.

Section 40.3. Any pay distributions pursuant to the Performance Pay Plan will occur under the terms outlined below:

- A. Employee performance shall be assessed using the same Performance Evaluation Form and structure the Employer uses for its non-management, non-bargaining unit employees that is in effect on July 1, 2017.
- B. There are two separate types of Performance Pay available:
  - 1. Base Performance Pay (Part A) will be distributed in July based upon the evaluation from the prior calendar year. The negotiated percentage of total base wages that will be allocated shall not include the base wages of a) Employees hired on or after January 1<sup>st</sup> of the current year, and b) Employee who received a 5% base pay increase following a promotion on or after January 1<sup>st</sup> of the current year.
    - (a) If an Employee's base rate of pay is below the maximum rate established for his or her pay grade, the Base Performance Pay (Part A) amount will be applied as a percentage increase to the Employee's base wage rate. Employees at or above the maximum of his or her pay grade are not eligible for Base Performance Pay.
    - (b) An Employee whose base rate of pay is below the maximum of his or her pay grade but too close to the maximum wage rate to receive the full amount of Base Performance Pay as an adjustment to his or her base wage rate shall be placed at the pay grade maximum.
    - (c) After the final allocation of Base Performance Pay, in the event funds remain available, but not distributed, employees who are at or above the maximum wage rate for their classification may be eligible for a carryover Incentive Performance Pay on the same terms and conditions as apply to non-bargaining unit employees.
  - 2. Incentive Performance Pay (Part B) will be distributed in equal payments made quarterly in September, December, March, and June as a one-time payment to Employees in active pay status and employed on the first day of the pay period in which the Incentive Pay is distributed. The negotiated percentage of total base wages that will be allocated as Incentive Performance Pay shall not include the base wages of Employee hired on or after January 1<sup>st</sup> of that year. An Employee must be employed by and in active pay status with BCCS on the first day of the pay period in which the Incentive Performance Pay is distributed to be eligible for that quarterly bonus payment.

- C. Based on individual Employee performance as determined on the Performance Evaluation Form, the Director will distribute Base and/or Incentive Performance Pay to eligible Employees in varying amounts between a negotiated minimum and maximum range of the Employee’s base rate of pay.
- D. The entire annual amount of Performance Pay (combined Part A and B) designated by the procedure in this Section (i.e., the negotiated rate times the total combined annual base wages only of all eligible bargaining-unit Employees) will be distributed to the eligible bargaining-unit Employees.
- E. The evaluation period for Performance Pay begins June 1 of the previous year and ends on May 31 of the current year.

Section 40.4. Effective July 1, 2023, and notwithstanding the provisions above, no Employee shall receive any performance pay if the Employee has received less than 60/100 points on the Core Competencies part on his or her current annual performance evaluation, as certified by the Director, or designee.

Section 40.5. Performance Pay Allocation:

	Base	Incentive
2023	2%	2%
2024	2%	2%

Should the Butler County Board of County Commissioners allocate a higher percentage for the non-bargaining unit employees of the Children’s Services Department for Performance Pay in January of 2023 and/or 2024, this bargaining unit shall be granted the higher allocation for Part A and/or Part B.

- A. For 2023, the allocation for Base Performance Pay increases shall be equal to 2.0% of the base wages of all eligible bargaining-unit Employees as of June 1, 2023. Eligible Employees may receive Base Performance Pay increases of 1%-3%. No Employee shall receive a base increase that exceeds 3%. The Base Performance Pay increases shall be effective the first full pay period following July 1, 2023. Part A Base Performance Pay increases shall be applied following the implementation of the 2023 Pay Scale listed in Appendix I.

The allocation for Incentive Performance Pay shall be equal to 2.0% of the base wages of all eligible bargaining-unit Employees as of June 1, 2023. Eligible Employees may receive Incentive Performance Pay increases of 1%-3%. No Employee shall receive an incentive increase that exceeds 3%.

Any employee who is not able to receive the full Base Performance Pay increase that the employee would otherwise receive because the employee’s base rate of pay is at or near the maximum rate associated with the employee’s pay range, shall be paid the same amount of Base Performance Pay the employee was ineligible to receive as additional Incentive Performance Pay (“Carryover Incentive Performance Pay”) distributed as

described for quarterly payments in Section 41.3(B)(2), up to a combined maximum Incentive Performance Pay and Carryover Incentive Performance Pay of six percent (6%) of the employee's base rate of pay.

- B. For 2024, the allocation for Base Performance Pay increases shall be equal to 2.0% of the base wages of all eligible bargaining-unit Employees as of June 1, 2024. Eligible Employees may receive Base Performance Pay increases of 1%-3%. No Employee shall receive a base increase that exceeds 3%. The Base Performance Pay increases shall be distributed and effective the first full pay period following July 1, 2024. Part A Base Performance Pay increases shall be applied following the implementation of the 2024 Pay Scale listed in Appendix I.

The allocation for Incentive Performance Pay shall be equal to 2.0% of the base wages of all eligible bargaining-unit Employees as of June 1, 2024. Eligible Employees may receive Incentive Performance Pay increases of 1%-3%. No Employee shall receive an incentive increase that exceeds 3%.

Any employee who is not able to receive the full Base Performance Pay increase that the employee would otherwise receive on July 1, 2024 because the employee's base rate of pay is at or near the maximum rate associated with the employee's pay range, shall be paid the same percentage of Base Performance Pay the employee was ineligible to receive as additional Incentive Performance Pay ("Carryover Incentive Performance Pay"), up to a combined maximum Incentive Performance Pay and Carryover Incentive Performance Pay of six percent (6%) of the employee's base rate of pay.

Section 40.6. Any Employee receiving a promotion to a higher-paid classification shall receive a pay increase of 5.0% as part of the promotion, provided that no employee shall be placed above the pay grade maximum. Any Employee in a Social Services Worker classification who receives a Master's degree will be assigned to the (MS) pay grade for that position and receive a 4.0% increase, provided that the degree is job-related.

Section 40.7. Notwithstanding the non-appealability of performance evaluations through the grievance and arbitration procedure, an Employee may appeal through said grievance and arbitration procedure, any performance evaluation the effect of which is to deny the Employee a wage increase under this Article. In any grievance or arbitration proceeding pursuant to this Section, the burden shall be on the Union and the Employee to prove by clear and convincing evidence that the evaluation rating was not accurate.

Section 40.8. Notwithstanding any other provision of this Agreement or State law, the Employer, in its sole discretion, shall have the authority to laterally hire new Employees and place them on or above the minimum rate set forth in Appendix I "Pay Rates" appropriate to their experience and training. The decision to place a newly hired Employee above the lowest hourly rate or annual salary amount on the Appendix I "Pay Rates" shall not be subject to challenge under the grievance and arbitration provisions of this Agreement.

Section 40.9. Employees designated to work in bilingual positions shall receive an eight percent (8%) bilingual stipend added to their base rate of pay.

**ARTICLE 41**  
**TUITION REIMBURSEMENT**

Section 41.1. Employees are eligible to participate in the Professional Education Program (PEP) in accordance with the policy in place with Butler County Children Services for Employees and non-bargaining unit employees. This program is administered by the Professional Education Policy Program Advisory Committee (PEPAC), and the Union shall be entitled to at least one representative on that Committee.

Section 41.2. The Employer agrees not to make substantive changes in the benefits available to Employees through the PEP without serving prior notice on the Union, and upon the Union's request, meeting and conferring with the Union over the proposed changes in the program.

Section 41.3. In the event the Employer terminates the PEP program, the provisions of the former tuition reimbursement plan, reprinted below, shall take effect as Article 41:

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

Section 41.4. Amount.

- (a) Upon the prior approval of the Employer under the Standards of Section 3, the Employee is entitled to be reimbursed for tuition reimbursement in an amount not to exceed \$1,000 per semester or quarter, or \$2,000 for the academic year, per Employee. The term "academic year" shall be defined according to the schedule of the institution attended. An Employee may not apply for reimbursement for more than seventy-five percent (75%) of the tuition cost in any quarter or semester. The seventy-five percent (75%) limitation shall be applied after deducting the amount of any funds received by third-party sources, such as grants and scholarships, but not loans that must be repaid.
- (b) The aggregate total of tuition reimbursement for all Employees in the Butler County Children Services Department shall not exceed \$7,500 in any one calendar year for all bargaining-unit Employees. If the total funds available are insufficient to meet the amounts requested, the Employer may determine who shall participate based on the standards of Section 5.
- (c) Reimbursement under this Article is available only for tuition and instructional fees for programs in an accredited two- or four-year college or university, based on fee statements submitted by the college or university, and not for any other costs of transportation, parking, activity fees, books or materials, or other costs of any kind. Tuition reimbursement is not available for correspondence courses; provided, however, that this restriction does not prohibit the Employer from approving reimbursement for appropriate distance-learning programs offered by accredited colleges and universities.

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

Section 41.5. Application and Qualification.

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

Section 41.6. An Employee who has applied for tuition reimbursement pursuant to this Article must, as a condition for such reimbursement, enter into a written agreement with the Employer to continue employment with the Butler County Children Services Board for a minimum of six (6) pay periods for each quarter or semester for which any reimbursement has been received. The



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

Section 41.7. The granting or denial of tuition reimbursement is a prerogative of management, and may be subject to the grievance and arbitration procedures; provided, however, that the arbitrator's jurisdiction in any such proceeding is limited to determining whether the Employer violated the express requirements of this Article. The arbitrator shall have no jurisdiction to substitute his or her judgment for the Employer's determination on whether a particular Employee's request is appropriate under the criteria of Section 41.5 this Article, and determinations of individual eligibility under Section 41.5 are not subject to the grievance and arbitration procedure. The Employer may, upon notice to the Union, reduce the individual and/or aggregated limits on tuition reimbursement, limit the number of credit hours for which reimbursement may be sought, or limit the program to those Employees or classifications where the learning needs are most critical to the Employer.

## **ARTICLE 42**

### **PAY SUPPLEMENT FOR LICENSED SOCIAL WORKERS**

Section 42.1. In any case where an Employee has obtained and maintained a State of Ohio license as a Licensed Social Worker (LSW), a Licensed Independent Social Worker (LISW), or a Certified Chemical Dependency Counselor (CCDC), a Licensed Professional Counselor (LPC), or a Licensed Marriage and Family Therapist (LMFT), the Employer shall pay the employee a supplement of four percent (4%) above the base pay rate of non-licensed social workers in the same classification or pay range upon verification that the Employee has obtained the required license.

Section 42.2. This pay supplement terminates at the point at which the Employee is no longer licensed by the State of Ohio or the Employee is appointed to a classification in which all Employees must have such a license as part of the minimum qualifications for the classification.

Section 42.3. Employees newly eligible for the supplement for licenses shall be eligible to receive the supplement in the first pay period following ratification of the new collective bargaining agreement in 2022.

**ARTICLE 43**  
**CELLULAR PHONES**

Section 43.1. All Employees who perform home visits and field work must obtain and carry a cellular telephone under a plan and provider selected by the Employer. The Employer will pay for the cost of the telephones and their use. Employees agree that the cellular telephones provided under this Section may be used only for business purposes and incidental personal use. Personal use of the telephones shall comply with applicable IRS rules and regulations.

Section 43.2. As of April 1, 2009, the Employees covered by Section 1 remain required to carry cellular telephones during working hours. Each covered Employee must elect, by March 1, 2009, one of the following two options, and the election will be repeated each year by March 1:

- (a) The Employee may continue to use a county-issued cellular telephone, and the County will pay for the costs of the telephone and plan. As of April 1, 2009, however, all personal use of the cellular telephone is strictly prohibited, and an Employee who uses the cellular telephone for personal purposes is subject to disciplinary action. Employees who need to place or receive personal calls while in the field must use a personal cellular telephone to do so.
- (b) A covered Employee may receive a stipend of \$45.00 per month for business use of his or her personal cellular telephone, in lieu of receiving a County-issued telephone. This is a flat monthly rate and does not vary based on whether the Employee's business calls cost more or less than this amount. The Employer will negotiate an agreement with one or more providers for discounts for Children Services Employees, but Employees are free to obtain service from any provider. Because Employees who elect to receive the stipend are no longer using County-owned cellular telephones, restrictions on personal use are no longer applicable to them as of that date.

Section 43.3. The following additional provisions govern Employees who elect to receive a stipend to cover business use of their personal cellular telephones:

- (a) Employees shall be provided a reasonable amount of time to obtain a new cellular telephone in the event of the loss, malfunction, or breakage of the cellular telephone.
- (b) Employees are not responsible for a loss of service in certain areas because of problems with receiving signals from the cellular telephone provider.
- (c) Employees shall be provided a reasonable period of time to provide any new cellular telephone numbers to the Employer.
- (d) Because the cellular telephone number will be the Employee's personal telephone number, which is not public record under Ohio law, the Employer shall not release any Employee's cellular telephone numbers to clients, social service providers, contractors, or other entities outside of the agency or County

government. Employees shall not be required to provide personal cellular or home telephone numbers to clients.

Section 43.4. Employees are not required to answer their cellular telephones during non-working hours, unless the Employee is on-call or has been prior approved for overtime to respond to an expected call in an urgent situation. This is true whether the telephone in question is County issued or a personal cellular telephone covered by the stipend.

**ARTICLE 44**  
**EMPLOYEE ASSISTANCE PROGRAMS AND EMPLOYEE HEALTH**  
**AND WELLNESS**

Section 44.1. The Employer shall maintain an employee assistance program for the benefit of Employees, and shall maintain pamphlets and posters explaining the programs services and how to contact the EAP provider.

Section 44.2. The Employer will explore and encourage the development of employee wellness programs, and will appoint, together with the Union, a joint EAP/Wellness Committee to oversee the employee assistance program and employee health and wellness issues.

Section 44.3. The Employer will also develop, in consultation with the EAP/Wellness Committee, a program for EAP intervention with Employees involved with or affected by a critical incident, including a plan for debriefing the Employees following the incident.

Section 44.4. The Employer may grant paid administrative leave to Employees who are involved in or affected by a critical incident relating to agency duties and who may require some time away from work duties to recover and perform effectively. The decision to grant such leave, and its amount, lies in the sole discretion of management. An Employee may request such leave or the Employer may require the Employee to take such leave when deemed in the interest protecting the Employee's physical and emotional health or his or her ability to serve clients effectively. The decision to place an Employee on paid administrative leave on a voluntary or involuntary basis under this Article is in no way to be construed as a disciplinary or punitive action.

**ARTICLE 45**  
**DURATION AND TERMINATION**

Section 45.1. This Agreement shall become effective as of July 1, 2022, and shall continue in effect until June 30, 2025.


Section 45.2. Either party, in writing, shall notify the other at least sixty (60) days prior to the expiration of the term, or any extended term of this Agreement, of any intention to make changes in or terminate the Agreement.

*(Signature lines on next page)*

**FOR THE BUTLER COUNTY  
CHILDREN SERVICES  
INDEPENDENT UNION**

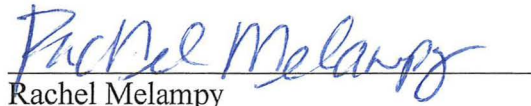
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R. Jessup Gage  
Hardin, Lazarus, & Lewis, LLC  
Counsel for the Union



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Rebecca L. Palmer  
Union President



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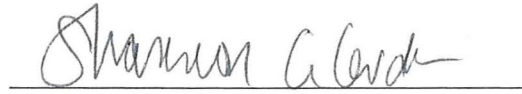
Rachel Melampy  
Union Vice President

**FOR BUTLER COUNTY  
CHILDREN SERVICES**



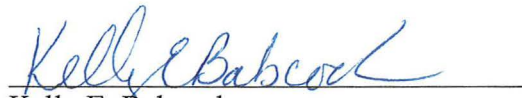
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Julie Gilbert  
Executive Director



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Shannon Glendon  
Director



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Kelly E. Babcock  
Labor Consultant

## LETTER AGREEMENTS

### 1. Computer Policy.

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

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

### 2. Recognition of Long-Term Employees.

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

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

3. **Quality Assurance.**

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

**APPENDIX 1**

Effective the first full pay period following ratification:

<u>Classification Title</u>	<u>Min Wage Rate</u>	<u>Max Wage Rate</u>
Secretary 1	\$16.00	\$20.25
Financial Specialist Administrative Assistant	\$17.75	\$23.45
Social Services Worker 3		
Bachelor (non-CORE certified)	\$21.00	\$27.00
Bachelor (CORE + 1 yr)	\$22.00	\$27.00
Masters	\$23.00	\$28.00
Social Services Worker 4		
Bachelor	\$24.00	\$29.75
Masters	\$25.00	\$31.00

Effective the first full pay period following July 1, 2023 (2% increases):

<u>Classification Title</u>	<u>Min Wage Rate</u>	<u>Max Wage Rate</u>
Secretary 1	\$16.32	\$20.66
Financial Specialist Administrative Assistant	\$18.11	\$23.92
Social Services Worker 3		
Bachelor (non-CORE certified)	\$21.42	\$27.54
Bachelor (CORE + 1 yr)	\$22.44	\$27.54
Masters	\$23.46	\$28.56
Social Services Worker 4		
Bachelor	\$24.48	\$30.35
Masters	\$25.50	\$31.62

Effective the first full pay period following July 1, 2024 (2% increases):

<u>Classification Title</u>	<u>Min Wage Rate</u>	<u>Max Wage Rate</u>
Secretary 1	\$16.65	\$21.07
Financial Specialist	\$18.47	\$24.40
Administrative Assistant		
Social Services Worker 3		
Bachelor (non-CORE certified)	\$21.85	\$28.09
Bachelor (CORE + 1 yr)	\$22.89	\$28.09
Masters	\$23.93	\$29.13
Social Services Worker 4		
Bachelor	\$24.97	\$30.95
Masters	\$26.01	\$32.25

The wage scales above reflect the minimum and maximum base wage rates for each classification. However, supplemental pay (longevity, LSW, and bilingual pay) shall not be considered base pay for purposes of the maximum rate. New employees hired into the classification of Social Services Worker 3 (non-CORE certified) shall be placed at the minimum rate for SSW 3 (CORE + 1 year) the pay period following completion of one year of service and submission of acceptable documentation of successful completion of the CORE Training Program, if such rate is higher than the employee's current rate of pay.

\*The following classifications are included in Article 1 – Recognition, however there are no current employees in the classifications and there is no intent to fill such positions. Should the Employer determine to create a vacancy and fill a position listed below, the parties shall meet to negotiate the appropriate rate of pay for the position. If the parties fail to agree on the appropriate rate of pay, the Employer shall implement its position or chose not to fill the position.

Financial Mentor  
 Social Services Worker 2  
 Telephone Operator/Receptionist  
 Typist  
 Lead Custodian  
 Custodian



MEMORANDUM OF UNDERSTANDING:

STEP INCREASES

Section 1. Employees shall be eligible to be considered for step increases as follows in the event step increases are reinstated by mutual agreement of the parties:

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

Section 2. An Employee in a social worker classification who attains an educational degree entitling him or her to be placed in the higher pay range for that classification shall be assigned to the step in the higher range closest to but greater than his or her current rate of pay that provides an increase of at least four percent (4%), and shall thereafter be eligible to progress through the steps of the new scale as otherwise provided in this Agreement.

Section 3. Notwithstanding the provisions of Section 1, no Employee shall receive an annual step increase:

- (a) If the Employee has received an unsatisfactory rating in his or her most recent performance evaluation (excluding promotional probationary evaluations), as certified by the Executive Director; or,
- (b) If the Employee has, in the preceding twelve (12) month period, used sick leave, with or without pay, in excess of the standard set under the provisions of Article 39.

Section 4. No step increase shall be denied on the basis of a performance evaluation not completed within the time limit provided in Article 13.

Section 5. Notwithstanding the nonappealability of performance evaluations through the grievance and arbitration procedures under Article 13, 14, and 15 of this Agreement, an Employee may appeal, through said grievance and arbitration procedures, any performance evaluation with an overall rating of “unsatisfactory” the effect of which is to deny the Employee a step increase under this Article. In any grievance or arbitration proceeding pursuant to this Section, the burden shall be on the Union and the Employee to prove that the evaluation rating was an abuse of discretion or arbitrary or capricious.