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Agreement

Between

**BUTLER COUNTY BOARD OF
COMMISSIONERS, CHILD SUPPORT
ENFORCEMENT AGENCY**

AND

**BUTLER COUNTY CHILD SUPPORT
ENFORCEMENT UNION**

SERB Case No. 2022-MED-09-0970

Effective through December 31, 2025

Approved by the Butler County Board of Commissioners

Cindy Carpenter
T.C. Rogers
Donald L. Dixon

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ARTICLE 1. Recognition - The Collective Bargaining Unit

1. The Employer recognizes the Union, Butler County Child Support Enforcement Union, as the sole and exclusive collective bargaining representative of a unit of the Employer's full-time employees:

Included: Legal Liaison, Investigators/Customer Service Representatives, Audit Technicians, Case Maintenance Clerks, Emancipation Clerks, Collection Processor Account Clerks, Investigative Assistants, Legal Secretaries, Case Processors, and Clerks employed by the Butler County Child Support Enforcement Agency.

Excluded: All other employees.

2. Whenever the word "Employee" is used in this Agreement, it shall be deemed to mean the Employees in the bargaining unit covered by this Agreement, as defined in Article 1, Section 1 hereof.

3. 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). Further the provisions of this Agreement are intended to supersede and replace all related conflicting provisions of Chapter 124, et. seq. of the Ohio Revised Code (Civil Service) and all related conflicting regulations under the Ohio Administrative Code and the Ohio Department of Administrative Services.

ARTICLE 2. Management Rights

1. Except as otherwise provided in this Agreement, the CSEA hereby retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in the CSEA or its Director by the laws and the Constitution of the State of Ohio including but not limited to their exclusive right and responsibility:

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

(b) to suspend, discipline, demote, or discharge for just cause or as otherwise provided in this Agreement, or to direct, supervise, assign, reassign, schedule, evaluate, hire, reward, reprimand, layoff, transfer, promote, or retain Employees;

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

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

(e) to determine the size, composition, and adequacy of the 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 including the individuals served by the Employer and the services provided;

(g) to effectively manage the work force;

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

(i) to determine the duties to be assigned to 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.

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

3. The management rights set forth above shall not be impaired by an arbitration award except to the extent that such rights are limited by an express provision of this Agreement. Failure to exercise a right or exercising it in a particular manner shall not be deemed a waiver of any management right or prerogative.

ARTICLE 3. Union Activity, Visitation, And Bulletin Boards

1. Upon reasonable notification to a Management representative on the premises, a nonemployee representative of the Union may have access to the Employer's premises for the purpose of conferring with Management, delegates of the Union, or Employees for the purpose of administering this Agreement, provided that the Employer's operation shall not be impaired. Union related business shall not be conducted, when clients are present or when Employees are working except as provided below.

2. The Employer shall provide one bulletin board, not less than four (4) feet by four (4) feet in size, in each of the work locations. These bulletin boards shall be used for the purpose of posting proper Union notices. The Employer shall determine the actual location of each board in each work facility. The Employer may remove any notice posted which attacks another Employee, contains derogatory attacks upon the Employer or another organization, or contains comments regarding a candidate for public or union office.

3. The Union agrees to provide the Employer with:

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

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

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

4. Employees, officers or stewards whose attendance is, in the judgment of the Employer, required at meetings with Management scheduled by the Employer 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.

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

(a) The Union agrees that no official of the Union (Employee or nonemployee) shall interfere, interrupt or disrupt the normal work duties of other Employees unless authorized by this Agreement or with the express, prior approval of the Director or his designee. The Union

further agrees not to conduct Union business during working hours except to the extent authorized by the Agreement or with the express, prior approval of the Director or his designee.

(b) The Union shall not conduct Union activities in any work area without notifying the supervisor in charge of that area and receiving permission to do so. A Union representative or the Union President shall 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 practical during off-duty time, and if the Union representative or Union President obtains the express, prior permission of the Employer in accordance with the following procedure. The Union representative or Union President shall request permission from his or her immediate supervisor, explaining the reason why it is not practical to investigate or process the grievance during non-duty time. The supervisor shall then contact the supervisor of the Employee with whom the Union representative or Union President wishes to speak (if different) to obtain that supervisor's approval, and shall obtain the approval of the Agency Director or Human Resources Director before the Union representative or Union President commences to investigate or process grievances during working hours.

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

6. The Union shall select up to a total of three (3) Employees to serve as negotiating committee representatives and one (1) alternate who may act as an observer when not substituting for a committee representative. Employees on the negotiating committee shall be permitted to attend collective bargaining sessions at no loss of pay or benefits.

ARTICLE 4. No Strike or Lockout

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

2. Neither the Union nor its officers or agents shall in any way authorize, institute, aide, condone, or participate in any strike, sympathy strike, slowdown, sit-down, sit-in, cessation,

stoppage, refusal to perform, picketing (except for lawful-off-duty picketing), or any other interference with the work and statutory functions or obligations of the Employer. The Employer agrees that it will not lockout Employees during the term of this Agreement.

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, picketing (except for lawful-off-duty picketing), or other interference as stated above occur, the Union, within twenty-four (24) hours of a request by the Employer, shall:

(a) advise the Employer in writing that such action by Employees has not been caused or sanctioned by the Union;

(b) notify all Employees of its disapproval of such action and instruct such Employees to cease action and return to work immediately; and

(c) post notices on Union bulletin boards advising that it disapproves of such action and instructing Employees to return to work immediately.

4. In addition to any other rights and remedies provided by law, Employees may be disciplined pursuant to Article 31, Discharge and Discipline, for a violation of his or her obligations under this Article.

5. Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article, where such judicial restraint and damages are otherwise provided by law.

ARTICLE 5. Dues Checkoff/Payroll Checks

1. The Employer shall deduct all Union dues from pay or wages of Employees upon submission of a signed checkoff card for the Employee. Such payroll deductions shall be continuous and remain in effect unless revoked by the Employee pursuant to the terms set forth in this Agreement.

Amounts deducted shall be remitted to Hardin, Lazarus & Lewis, LLC, or such other recipient as the Union designates in writing. The Union shall advise the Employer, in writing, of the amounts to be deducted and the address where the monies shall be remitted.

2. The payroll deduction shall be made by the Employer bi-weekly. If an Employee has insufficient pay or wages to satisfy the amount to be deducted, the Employer will make

successive deductions until the amount to be deducted has been satisfied. Monies deducted pursuant to the provisions of 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 of the Employee, and amount deducted; and

(b) The name of each Employee whose name has been dropped from the prior list and the reasons for the omission.

3. The checkoff authorization and assignment of Union dues may only be revoked by the Employee during the sixty (60) to ninety (90) 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. The checkoff and assignment of Union dues shall, thereafter, 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.

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. The Union shall be provided a reasonable amount of time not to exceed fifteen (15) minutes to provide Union membership information to new employees.

5. 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.

ARTICLE 6. Subcontracting

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

2. Regardless of the reason for any decision to subcontract work, the effect of which is to abolish positions or lay off Employees within the bargaining unit, the Employer agrees to

meet, confer, and bargain with the Union with regard to the effects of such decision on the Employees.

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

ARTICLE 7. Savings Clause

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

2. The parties agree to meet for the purpose of negotiating a lawful alternative provision with respect to the replacement of any provision found illegal and unenforceable as noted in Section 1 of this Article. Unless the parties 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 8. No Discrimination

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

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

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

ARTICLE 9. Sick Leave

1. Employees will earn sick leave at the rate of four and six-tenths (4.6) hours per each completed eighty (80) hours in active pay status. Active pay status shall be defined as hours worked, hours on vacation, hours on holiday leave, hours on paid sick leave, hours of compensatory time off, and other hours of authorized, paid leave.

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

3. Sick leave may be used for the following purposes, provided that the Employee has notified his or her supervisor or designee within thirty (30) minutes of the scheduled starting time for each day of the Employee's absence:

(a) Illness or injury of the Employee;

(b) Illness or injury of immediate family members requiring the Employee's presence. Immediate family, for purposes of this Article, shall be defined as the spouse, child, grandchild, parent, brother, sister, or legal guardian. Step-parents, step-children, and step-siblings shall be included as immediate family members only when the relationship dates back to childhood, such as a step-parent who raised the Employee, a step-child who was raised by the Employee, or step-siblings who grew up in the same home;

(c) Medical, dental, or optical examinations, provided that the Employee should seek to schedule such examinations outside of work hours whenever possible;

(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 or clients; and

(e) Pregnancy, childbirth, and related medical conditions for a minimum of six (6) weeks to the extent the Employee has accrued such leave. Employees may be allowed to use more than six (6) weeks of sick leave for pregnancy, childbirth, and related medical conditions, but only to the extent the Employee is rendered unable to work by reason of such condition as certified by a doctor;

(f) Death of a member of the Employee's family, pursuant to Section 10.

(g) While an Employee is on leave pursuant to the Family Medical Leave Act (FMLA), where the use of such paid sick leave is also provided in this Article. The Employee may choose to use, or may also be required to use, any other accrued paid leave while on FMLA

including vacation leave or compensatory time off after the Employee has exhausted his or her approved sick leave use pursuant to this Article.

4. An “occurrence” of sick leave (also referred to as an “unscheduled sick use”) is defined as any use of sick leave that is not subsequently accompanied by a physician statement or that is not at least one of the following: pre-scheduled sick leave, leave subject to the FMLA, funeral leave (as provided in Section 10 of this Article), time off related to an approved worker’s compensation claim, sick leave without pay, or sick leave use in increments of three (3) hours or less. If an Employee has consecutive days of unscheduled sick use, such Employee will receive one occurrence for those consecutive days.

5. If an Employee has accrued three or more “occurrences” of sick use pursuant to Section 4 of this Article in a calendar year, the Employer may require a physician’s statement for absences fewer than three (3) consecutive days in order to serve the best interest of the organization or to verify proper use of sick leave. Upon the request of the Employer, an Employee must furnish satisfactory proof of his or her sickness, illness, or disability immediately upon return to work before a day of sick leave is paid. In the case of an illness or injury resulting in an absence of more than three (3) consecutive days or more, an Employee may not return for duty or be paid sick leave without a statement from the Employee’s physician verifying that the Employee was unable to work and is able to return to work.

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

(c) An Employee requesting reinstatement from a disability separation may be required to submit to an examination by an Employer selected occupational physician or a physician specializing in the Employee's area of alleged disability. 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 this Agreement.

7. Sick leave shall be charged in minimum amounts of fifteen (15) minutes. An Employee requesting sick leave shall inform his or her supervisor of such request and the reason therefore within 30 minutes after 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. It is not permitted for the Employee to leave voice-mail messages in lieu of contacting their supervisor directly. Employees must attempt to contact their supervisor personally or, in cases of the supervisor's absence, speak to any available member of Management. If the supervisor is not available at the time the Employee calls in to report an illness, the Employee shall leave a message with a telephone number at which the Employee may be reached for their supervisor, and then speak to any available member of Management. Where an Employee initially calls in to report an illness before 8:00 am and is unable to reach a member of Management, the Employee shall call again to speak to any member of Management no later than 8:30 am. Failure to do so may result in denial of sick leave for the period of absence and/or disciplinary action. Employees are responsible for contacting the Employer for each day of absence in accordance with this Section, unless the Employee is hospitalized or has provided a written doctor's statement specifying the anticipated date of return.

8. The Employer may require the Employee to submit to a medical examination to verify the proper use of sick leave. The Employer shall select the physician, pay for the examination, and pay Employees for the time spent in the medical examination where the examination is scheduled after the Employee returns to work.

9. If an Employee transfers to the service of the Employer from another County department or from another 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.

10. (a) 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, step-child, parent, grandparent, grandchild, brother, sister, or a step-parent or step-sibling if the step-parent or step-sibling relationship qualifies as an "immediate family member" relationship as defined in Section 3(b), above. 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 employee's option.

(b) In the event of a death of a relative other than those listed in Section 10(a) of this Article, the Employer may, at its sole discretion, grant one (1) day of sick leave in order that the Employee may attend the funeral.

(c) In circumstances of unusual distances of travel or extreme weather conditions the Employer may, at its sole discretion, grant up to an additional two (2) days of unpaid leave for the Employee to travel to the funeral of a relative in the family as described in Section 10(a), above.

11. An Employee who is absent from duty without leave or without notice to his or her supervisor of the reason for such absence may be subject to discipline pursuant to Article 31. Falsification of any information with respect to sick leave usage may also be grounds for discipline, up to and including discharge, pursuant to Article 31.

12. Upon retirement under PERS or permanent disability, regardless of years of service, an Employee will be entitled to payment of one-fourth of his/her accrued but unused sick leave up to a maximum of forty (40) days at the Employee's rate of pay at the time of retirement. 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 estate of the Employee.

13. 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 from year to year up to a maximum of 24 hours personal leave and/or submit a written request to the Employer prior to November 15th to convert unused personal leave to cash in December of each calendar year.

ARTICLE 10. Other Paid Leave; Verification

1. All Employees, who have completed their probationary period and who are called to serve as jurors, will receive their regular pay less their pay as jurors.

2. An Employee testifying as a witness or as a representative of the Employer pursuant to a lawful subpoena of a court or agency shall receive his or her regular pay less any compensation received as a witness for the period of such testimony.

3. Employees who are members of the Ohio National Guard, 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 military service on field training or active duty periods not to exceed, in the aggregate, thirty-one (31) days in any calendar year. During such leaves, an Employee shall be paid his or her regular pay less any compensation earned in the pay period by reason of such military service.

4. The Employer shall have the right to demand proof that the conditions for paid leave in Sections 1 through 3 of this Article are applicable. Falsification of any information with respect to the forms of paid leave set forth above, may subject the Employee to discipline, up to and including discharge, subject to the conditions set forth in Article 31.

ARTICLE 11. Unpaid Leave

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

1. Maternity Leave

(a) An Employee may take accrued sick leave with pay for pregnancy, childbirth, and related medical conditions in accordance with the provisions in Article 9, Sick Leave.

(b) Following exhaustion of accrued leave, the Employee may request sick leave without pay for maternity purposes. Unpaid maternity leave shall be used only for that period in which the Employee is unable to perform the substantial and material duties of her position because of her pregnancy, recovery from childbirth, or related medical conditions, including reasonable pre-delivery, delivery, and recovery time, as certified by a licensed physician. Prior to beginning unpaid maternity leave pursuant to this Article, 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.

(c) Maternity leave without pay granted under subsection (a) and (b) 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. Maternity 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.

(d) 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 purposes 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

Leaves of absence without pay or benefits for other reasons, including but not limited to for purposes of child care or educational reasons, may be granted at the sole discretion of the Employer.

4. Seniority

When an Employee returns to work following a leave of absence, the Employee shall be returned to his or her former classification and pay range and step without loss of seniority, subject to the provisions of Article 25, Seniority.

5. Benefits

Benefits and insurance will not accrue during any period of unpaid leave except that during such leave of absence, upon the Employee's request, and subject to any conditions or requirements of the insurer, the Employer shall continue group health insurance coverage at the expense of the Employee to the extent required by federal law.

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 may be appropriate.

7. The above forms of unpaid leave will not be granted unless all other forms of applicable paid leave have been exhausted.

ARTICLE 12. Hours of Work and Overtime

1. The normal work week for full-time hourly Employees (referred to as "hourly") shall be forty (40) hours of five (5) work days per week. The work week, for overtime calculation purposes, shall commence on Saturday at 12:01 a.m. and conclude the following Friday at 12:00 midnight.

(a) Hourly Employees shall begin work at different designated times, recognized as different hourly "shifts", each beginning between 7:30 a.m. and 8:30 a.m. When establishing the number of full-time hourly shifts available, the Employer shall also determine the length of lunch break associated with each full-time shift, so long as every shift receives an unpaid lunch break that is either thirty (30) minutes or sixty (60) minutes, and occurs between 11:00 a.m. and 2:00 p.m.

(b) On an annual basis or more frequently if needed, after the Employer determines, in its sole discretion, the start times for each full-time hourly shift, locations, the length and times of the lunch break associated with each shift, and the number of open full-time shifts available to each classification within each work unit, all full-time Employees shall bid and be awarded their desired shift by classification seniority, within their classification and work unit.

(c) The Employer shall assign part-time Employees to available part-time shifts after full-time shifts are selected.

(d) Newly hired Employees shall be assigned as determined by the Employer during their first year of work in a new classification. Immediately following the Employee's first year in a new classification, the Employee shall be assigned a shift based on the bidding procedure set forth herein.

(e) In the event a vacancy exists outside of the shift bidding period, Employees in the particular classification and work unit where the vacancy occurs shall conduct a shift bid in conjunction with the next quarterly RMS cycle, or the vacancy can be filled pursuant to paragraph (d), above.

2. (a) An Employee in active pay status in excess of forty (40) hours in one week, shall either be paid cash at one and one-half (1½) times his or her regular rate or, at the mutual agreement of the Employer and Employee, receive compensatory time off on the basis of one and one-half (1½) hours off for each hour of overtime worked. "Active pay status" shall be defined as hours worked and hours of paid leave time except paid sick leave and compensatory leave shall not count for purposes of calculating hours worked for overtime. All overtime assigned or to be worked must be approved in writing, in advance, by the Employee's immediate supervisor. However, when prior written approval is not possible, oral pre-approval is required subject to follow-up written approval the next work day.

(b) 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 eighty (80) hours per calendar year of unused compensatory time and any Employee who has accrued unused compensatory time to the eighty (80) hour limit shall be paid in cash for additional overtime worked.

(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 discretion, and this decision shall not be subject to the grievance and arbitration procedures of this

Agreement. If a request is denied by the supervisor, the employee may request consideration from the Assistant Director.

ARTICLE 13. Vacations

1. Full-time Employees shall be entitled to vacation time each year as follows:

(a) After completion of six (6) continuous months of full-time service with the Employer – one (1) week, and the Employee shall thereafter earn vacation accrued at a biweekly rate of 3.1 hours. For Employees who have more than one (1) year of prior service at the time of hire, vacation shall accrue immediately at the appropriate rate, but no vacation may be used prior to the completion of six (6) months of continuous service with the Employer.

(b) After completion of five (5) years of full-time service with the Employer, the State of Ohio, or any political subdivision of the State - three (3) weeks, accrued at a biweekly rate of 4.6 hours.

(c) After completion of ten (10) years of full-time service with the Employer, the State of Ohio, or any political subdivision of the State - four (4) weeks, accrued at a biweekly rate of 6.2 hours.

(d) After completion of twenty (20) years of full-time service with the Employer, the State of Ohio, or any political subdivision of the State - five (5) weeks, accrued at a biweekly rate of 7.7 hours.

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.

Part-time employees shall be entitled to vacation time according to the schedule above at the appropriate pro-rata rate, and pursuant to this Article, “years of service” shall include service as a part-time Employee.

2. Vacation is in addition to any recognized holidays as set forth in Article 14 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.

3. Vacation will be scheduled at the discretion of the Employer based on the workload requirements within the classification at the Employee’s worksite. Vacation requests shall be approved or denied not later than five (5) working days from the date the request is received. Once approved, the Employer shall not cancel an Employee’s scheduled vacation without the mutual

consent of the Employee. However, scheduled vacation may be cancelled by either party if insufficient accrued vacation exists to cover the time off requested.

(a) When two or more Employees request vacation leave and the Employer determines that not all requests can be accommodated, requests for the same vacation dates shall be approved based on the date of the earliest request, with ties broken by the Employee's full-time seniority, and then by the Employee's part-time seniority.

(b) For purposes of vacation and compensatory leave requests only, the period on and between December 22 and December 28 each year is herein described as the Christmas leave period. Employees requesting vacation or compensatory leave during the Christmas leave period shall not be approved the use of vacation or compensatory leave during the Christmas leave period the subsequent year until December 1 of the subsequent year.

4. Vacation pay shall be based upon the Employee's regular rate of pay in effect when the Employee starts his or her vacation. Vacation may be taken in minimum units of fifteen (15) minutes and may not be scheduled until such time has been accrued.

5. Vacation may be carried over for a maximum of two (2) years' credit. 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.

6. An Employee who retires, resigns, or has otherwise terminated his or her employment, and who has not received the vacation pay to which he or she is entitled, shall receive said vacation pay at the next regular pay period.

In the case of the death of an Employee the unused vacation leave shall be paid to the estate of the Employee.

ARTICLE 14. Holidays

1. Regular full-time 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) Friday After Thanksgiving Day (Columbus Day observed)
- (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 a Sunday, the holiday shall be observed on the following Monday. 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.

2. 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. 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. However, if eligible Employees are required to work on any of the above holidays or the day observed as such, but not both, they will, at the Employer's option, be compensated in compensatory time or in cash at the time-and-one-half (1 ½) rate in addition to the holiday pay for the day. Compensatory time or cash at the time-and-one-half rate for work on a holiday pursuant to this Article shall be separate from compensatory time or pay at the overtime rate pursuant to Article 12.

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

4. An Employee, in order to receive holiday pay or time off 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 paid leave, illness, or injury, in which event a doctor's certificate shall be required.

ARTICLE 15. Mileage and Travel Reimbursement

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. Travel between the Employee's home and worksite 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.

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.

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.

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.

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

6. An Employee attending approved training offered during work time and paid for by the Agency, who drives his or her personal vehicle to the training site, shall be reimbursed for mileage by 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 Agency 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.

ARTICLE 16. Employee Assistance Programs and Employee Health and Wellness

1. The Employer shall maintain an employee assistance program for the benefit of Employees to the extent the County offers such a program for the benefit of all County employees, and shall maintain pamphlets and posters explaining the programs services and how to contact the EAP provider.

2. 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.

3. 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 17. Life and Health Insurance

1. The Employer will provide Employees in this bargaining unit the same health and dental insurance coverage provided by the Employer to other employees that are not subject to a collective bargaining agreement at the same premium shares charged to such employees.

2. The Employer will provide \$20,000 in term life insurance coverage for full-time Employees.

ARTICLE 18. Labor-Management Meetings

The Director and/or his designees will meet on an as-needed basis with representatives of the Union to discuss and attempt to resolve matters of concern. Neither Management nor Labor will have more than three (3) persons on their team unless otherwise agreed to by both parties. The meetings shall be on an as needed basis as called by either party and shall be held Monday

through Friday. Agenda items must be submitted to the other party in writing no later than twenty-four (24) hours prior to the conference. Written responses to concerns raised in Labor-Management meetings shall be provided within fifteen (15) days following the meeting.

ARTICLE 19. Copies of Agreement

1. This Agreement will be available on the CSEA shared drive.

ARTICLE 20. Personnel Records

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, statement of rebuttal, or explanatory response for inclusion in the file. No anonymous material shall be placed in the Employee's personnel file.

- (c) Employees may request copies of items in their personnel file subject to a reasonable copying charge imposed in the discretion of the Employer.

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

3. 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 and any 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.

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 21. Emergency Evacuation Procedures and Weather Emergencies

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 shall be erected. Emergency procedure drills shall be conducted.

2. The Parties agree to follow County Policy with regard to weather emergencies.

ARTICLE 22. Grievance Procedure

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

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

- (a) the grievant's name and signature;
- (b) the grievant's classification;
- (c) the date the grievance was filed;
- (d) the name of the supervisor involved, where applicable;
- (e) the events giving rise to the grievance, including the date and time, to the extent possible, that such events occurred;
- (f) the specific provisions of the Agreement alleged to have been violated; and
- (g) the remedy sought to resolve the grievance.

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

Step 1: Within a reasonable time, not to exceed fourteen (14) 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 and his Union representative within five (5) calendar days after the presentation of the grievance in Step 1. Within this nineteen (19) 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 fourteen (14) calendar days after the answer in Step 1, be presented in Step 2 in writing to the Director or his designee who shall schedule a grievance/settlement meeting to be held within fourteen (14) calendar days after receipt of the grievance at Step 2. The time and date of such meeting shall be by mutual agreement. At this time, representatives of the Union, including a representative of the

Local Union, may be in attendance at the meeting where, if both parties agree, witnesses and evidence may be presented which may relate to a resolution of the grievance. A grievance so presented in Step 2 shall be answered by the Employer in writing within ten (10) calendar days after its presentation or the grievance/settlement meeting, whichever is later.

Step 3: Within thirty (30) calendar days of the Step 2 written response, the Employer or the Union shall notify the other party in writing of its request that the grievance be forwarded to arbitration and follow all the procedures set forth in Article 23.

4. In the event no appeal of a grievance is taken within the time limits specified herein or in Article 23, Arbitration, including any extensions to which the parties agree under Section 6 of this Article, the grievance shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.

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

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

7. The parties may agree to waive one or more steps in the grievance procedure and commence the grievance at a higher step. A grievance regarding a discharge, reduction, or suspension for disciplinary reasons shall commence at Step 2 of the grievance procedure.

8. Where a group of Employees desire to file a grievance involving a matter affecting several Employees in the same manner, the affected Employees shall select one Employee to process the grievance, and each Employee who desires to be included in the grievance shall so indicate by signing the grievance prior to a resolution of the grievance.

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

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

ARTICLE 23. Arbitration

1. A grievance as defined in Article 22 which has not been resolved thereunder and where a party desires to arbitrate the matter shall, within thirty (30) calendar days after the completion of Step 2 of the Grievance Procedure, be referred for arbitration by the Union or the Employer by directing a written demand therefor to the Arbitration and Mediation Service (AMS), with a copy of said notice to the other party. The parties may mutually agree to request a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA). The arbitrator shall be selected from a panel of arbitrators furnished by AMS, FMCS, or AAA as appropriate. The arbitration and selection of the arbitrator shall be conducted in conformity with the arbitration service rules; provided, however, the parties shall request from the applicable arbitration service a list of twelve arbitrators located within one hundred twenty-five (125) miles of the greater Cincinnati area.

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

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

4. The award of the arbitrator hereunder shall be final and binding upon the parties.

5. The arbitrator shall not have the power to add to, subtract from or modify any of the terms of this Agreement. Furthermore, with regard to the Employer's right to promulgate work rules and regulations, operating policies, and procedures as set forth herein in the Article addressing Management Rights, the Union or grievant shall not have recourse through the grievance and arbitration procedure to challenge the reasonableness or appropriateness of the Employer's work rules, regulations, operating policies, or procedures, provided such rules, regulations, policies, or procedures do not violate or are not otherwise impermissible under this Agreement.

This provision does not prevent an Employee disciplined by any such rule, regulation, or policy from grieving the application of that rule to his or her particular circumstances. If the arbitrator's decision awards the payment of back wages covering the period of the Employee's separation from the CSEA's payroll, the amount so awarded shall be reduced by the amount of unemployment compensation or wages earned attributable to the period, from whatever sources.

6. The parties agree that two or more related cases may be joined for hearing together before the same arbitrator if by mutual agreement. If related cases are not joined for hearing, either party may request that such cases be heard separately by the same arbitrator in order to avoid inefficiency or inconsistent results.

ARTICLE 24. Layoffs

1. Grounds and Order of Layoff. The Employer, in its sole discretion, may conduct layoffs or job abolishments which are necessary for reasons of lack of work, lack of funds, or reasons of economy and efficiency. A job abolishment shall mean the permanent deletion of a position from the organization structure of the Employer. If it is determined that layoffs or job abolishments are necessary, Employees within the affected classifications will be laid off in the following order:

- (a) Probationary Employees; and
- (b) Permanent Employees by classification, regardless of full-time or part-time status at the time of layoff, in order of inverse seniority.

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-one (21) 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 fourteen (14) calendar days prior to the effective date of the action.

3. Recall.

(a) An Employee who is laid off (including through job abolishment) shall be placed on a recall list for a period of two (2) years. If there is a recall, Employees on the recall list shall be recalled to the classification and pay grade from which they were laid off in the inverse order of their layoff, provided they are presently qualified to perform the work in that classification. Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall, and notice of recall shall be sent to the Employee by certified mail with a copy to the Union, provided that the Employee must notify the Employer of his or her intention to return within seven (7) calendar days after receiving notice of recall. The Employee shall report to work within fourteen (14) calendar days of the receipt of the notice of recall, or his or her recall rights are waived. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address provided by the Employee, it being the obligation and responsibility of the Employee to provide the Employer with his or her latest mailing address.

(b) The Employer shall not appoint anyone outside the bargaining unit to any classification in which there is an active recall list without first offering such appointment to eligible Employees on the recall list. The Employer shall not create any new part-time positions in a classification while any Employee remains on an active recall list for that classification.

4. 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.

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

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

7. 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 Ohio Revised Code or rules of the Department of Administrative Services.

ARTICLE 25. Seniority

1. Definition. Seniority shall be defined as the length of continuous service measured in years, months, and days that an Employee has accumulated since the last date of hire as an Employee in the service of the CSEA.

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 maternity leave, provided that the Employee returns to work immediately following the expiration of such leave of absence or maternity 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.

(c) An Employee absent from work because of any service connected occupational illness or injury, as determined by the Industrial Commission, shall have seniority accrue for a period of no greater than one (1) year from the date of the initial occurrence of the illness or injury.

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 the recall period, as set forth, herein;

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

(f) fails to notify the Employer of his or her intent to return to work on a recall from layoff as otherwise provided herein.

4. Within sixty (60) calendar days of the approval of this Agreement as provided by law, the Employer shall provide the Local Union president with ten (10) copies for distribution to Union members and post at each of the work facilities a seniority roster listing each Employee and the date on which his or her seniority commences under this Article. Such list shall be updated, posted, and provided to the Local Union president during January of each succeeding calendar year of this Agreement. The Union or the Employee must notify the Director, in writing, of any alleged error in the seniority roster within thirty (30) calendar days of the posting or such claim of error is waived until the following January, and any waived claim of error may not be raised until the following January.

5. Following the expiration of the thirty-day objection period in Section 4, the Employer shall provide the Local Union president with a copy of the final seniority roster with any corrections.

ARTICLE 26. Classifications

1. The Employer shall provide to the Union a copy of all current bargaining unit position descriptions (including classification and classification series) as developed by the Employer. The Employer is hereby designated as the issuing agency for classification specifications, for classifications and for position descriptions within the bargaining unit.

2. In the event the Employer creates a new position or classification, the Employer agrees to meet and bargain with the Union with regard to:

(a) whether the position or classification is within or excluded from the bargaining unit; and

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

3. In the event the Employer, in its sole discretion, changes classification specifications or position descriptions, the Employer agrees upon request, to meet and bargain with the Union with regard to the issue of pay for 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 procedure 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 arbitrary or capricious.

4. Any classification, classification specification, or position descriptions which are updated or changed by the Employer will be forwarded to the Union prior to the effective date of the change or update.

ARTICLE 27. Health & Safety

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 the Agency.

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 Agency Director, or other designee of the Agency 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.

3. Employees shall promptly report all on-the-job or work-related injuries to the Agency Director or designee. Copies of these reports and the supervisory reports will be forwarded to the Union's president.

ARTICLE 28. Probationary Employees

1. Newly hired Employees and Employees transferring into new positions 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. Employees who are probationary Employees at the time this Agreement becomes effective shall serve the remainder of the term of their probationary period which was in effect when their employment, transfer, or promotion with the CSEA began.

2. Newly hired probationary Employees may be discharged at will and at any time prior to the completion of the probationary period. The Director or his designee shall hold a conference with a probationary Employee who is to be discharged to explain the reasons for his or her discharge and to give the Employee an opportunity to respond to such reasons. The Union shall have the right to send a representative to such conference. The Employee's opportunity to hear the reasons for his or her discharge and to respond thereto constitutes the Employee's sole recourse to dispute his or her discharge pursuant to this Agreement. Such discharge shall not be grievable under terms of this Agreement.

3. Probationary Employees who have transferred laterally into a different classification or into a higher-paying position are subject to being returned to their previous position and pay at any time prior to completion of the new probationary period. The Director or his designee shall hold a conference with such a probationary Employee who is to be so returned to their previous position to explain the reasons for the return to his or her previous position and to give the Employee an opportunity to respond to such reasons. The Union shall have the right to send a representative to such conference. The Employee's opportunity to hear the reasons for the return to his or her previous position and to respond thereto constitutes the Employee's sole recourse to dispute the return to his or her previous position. Such demotion shall not be grievable under the terms of this Agreement.

4. All voluntary promotions within the unit described in the 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 rate of pay from which the employee 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 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 the 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.

ARTICLE 29. Vacancies and Promotions

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 (the entire position description) 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, the final date on which applications will be accepted and whether or not the position is in the bargaining unit. The Employer shall provide a copy of this posting to the Local Union president and the date the Employer expects to fill the position. Probationary employees shall not be eligible for promotion to a new position until completing their probationary period unless no qualified non-probationary employee applies for the position.

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

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

4. The applications timely filed will be reviewed by the Employer. The Employer shall make the selection for bargaining unit positions on the basis of qualifications, experience, performance (including attendance), and the ability to perform the work in question of all applicants or Employees, with preference for internal applicants with everything else being equal. If, in the judgment of the Employer, the qualifications, experience, performance (including attendance), and ability to perform the work of two (2) or more Employees or applicants are equal, seniority or experience shall govern, subject to the grievance and arbitration provisions of Section 5 of this Article. The Employer will endeavor to send letters to the unsuccessful applicants within five (5) days after the position has been filled.

5. The Union shall have recourse through the grievance and arbitration procedure to challenge an Employer's selection to fill a vacancy not in compliance with this Article. It is understood that the Employer has wide discretion in making determinations of whether a candidate is qualified or which candidate should be selected based upon considerations of qualifications, experience, performance (including attendance), seniority and ability to perform the work involved.

6. In the event a successful grievance, pursuant to this Article, causes the grievant to be placed in a vacant position, the person displaced by the successful grievant shall be entitled to a similar vacancy elsewhere, when available, so long as such remedy does not otherwise violate the provisions of this Article. The obligation to place the displaced employee expires in six months.

7. The Employer shall have the right to fill a position, and make transfers on a temporary basis until such time as the selection of a permanent Employee is made to fill the position. "Temporary basis" is defined as less than sixty (60) calendar days. Furthermore, nothing in this provision shall impair the Employer's right to fill a vacant position by laterally transferring an Employee on a permanent basis in lieu of the above procedures, provided there is no loss in pay to the Employee transferred.

8. The foregoing provisions on promotions and the filling of vacant positions are intended to supersede any conflicting provisions for public employees in the Ohio Revised Code and/or the rules of the Ohio Department of Administrative Services (ODAS) relative to transfers, promotions and the filling of vacant positions.

9. Employees who bid on and are selected for a position in a lower pay grade (voluntary demotion) shall be paid at a maximum rate for the new, lower classification or shall have their current rate of pay reduced by five percent (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 the regular annual increases if he or she had not been promoted up to the new maximum rate.

ARTICLE 30. Temporary Reassignments

1. An Employee who is temporarily assigned to perform the duties of a different classification with a pay range higher than his or her own for more than one week shall, while performing such duties, receive a temporary pay adjustment equal to a five (5%) base pay increase over the Employee's regular rate of pay.

2. An Employee will be considered to perform the duties of a different classification when he or she performs substantially all of the duties of the classification for the entire shift, or when he or she performs any of the duties of the different classification while employees typically assigned such duties are absent.

3. In no event shall an Employee's pay be reduced during a temporary reassignment. This section does not apply to a demotion, reduction, suspension or layoff.

ARTICLE 31. Discharge and Discipline

1. No bargaining unit member shall be reduced in pay or position, suspended, removed or otherwise disciplined except for just cause. Disciplinary action shall be carried out in a private and business-like manner. Discipline will take into account the nature of the violation, the Employee's past record of performance and conduct, past disciplinary actions, and other appropriate considerations.

2. The principles of progressive disciplinary action will normally be followed with respect to minor offenses. However, the Employer may implement, where appropriate, more severe discipline such as suspensions without pay, demotion or termination.

3. Except for probationary employees, in the event of a written reprimand, suspension, reduction, or discharge for disciplinary reasons, the grievance and arbitration procedure of this Agreement shall be applicable.

4. 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 at least forty eight (48) hours prior to any pre-disciplinary hearing and an opportunity to present a response to the charges. The Director or his designee shall conduct this pre-disciplinary hearing. If, in the Employer's judgment, the presence of the Employee pending the pre-disciplinary hearing might create disturbance, disruption or danger to others in the workplace, the Employer may place the Employee on suspension with pay, pending the hearing. The pre-hearing suspension may be without pay if the Employee is not available for a pre-disciplinary hearing within seventy-two (72) hours of written notice.

5. 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. 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 representative or official can be secured.

6. Verbal and written reprimands, or suspension of three (3) days or less, shall not be admissible in any pre-disciplinary hearing, grievance or arbitration four (4) years after their issuance provided that no intervening discipline was issued.

7. The Employer will notify the Employee and the Union, in writing, within 24 hours or the next work day, of any discharge, reduction, suspension, or written reprimand. If the Union desires to contest a written reprimand, suspension, reduction or discharge, it shall give written notice thereof to the Employer within the time limits set forth in the articles governing the grievance and arbitration procedure. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedures hereinafter set forth, commencing at Step 2 of the grievance procedure for suspensions, reductions, and discharges, and at Step 1 of the grievance procedure for written reprimands. Written reprimands may be advance through the grievance procedure to Step 2, but are not appealable to arbitration. An Employee may submit for inclusion in his or her personnel file a written rebuttal regarding any written reprimand.

8. Following the discharge, termination or resignation 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 earned and due to the Employee, provided that all keys, other Employer property, including identification badges, and tuition advances and/or other debts owed the Employer pursuant to this Agreement are satisfied or returned to the Employer.

ARTICLE 32. Performance Evaluation

1. Employee performance shall be assessed using the Performance Evaluation System the Employer uses for its non-management, non-bargaining employees. The Employer shall evaluate Employees in accordance with the following schedule:

(a) Probationary Employees – once at the approximate midpoint of the probationary period and again prior to expiration of the probationary period.

(b) Permanent Employees – once annually based upon the employee's performance during the previous period between November 1 and October 31, and including each employee's goals for the following year by January 31 each year; provided, however, that the Employer may designate an alternative annual schedule for evaluating Employees, in which event, the Employer shall provide the Union with ninety (90) days advance notice of the alternative schedule.

2. Nothing in Section 1 shall be construed to limit the Employer's right to order special evaluations, to remove an Employee serving in an initial probationary period, or to reduce an Employee serving in a promotional probationary period.

3. An Employee will be provided a copy of his or her evaluation and may review with his or her immediate Supervisor an unsatisfactory evaluation, and have the right to make written objections to be included in his personnel file within ten (10) days of completion of the evaluation process. The performance evaluation will include a review of the Employee's position description. For each category that is scored below the median possible score on the Employee's performance evaluation, the evaluator shall provide a brief statement explaining the reason for the Employee's failure to achieve a median score in that category. 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.

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.

5. With regard to performance evaluations that have an overall rating of satisfactory, or higher, only procedural compliance with this Article, and not the contents of any evaluation, is subject to the Grievance Procedure set forth in Article 22 herein. The Employee's opportunity to submit written objections described above shall be the Employee's sole recourse to dispute the contents of his or her evaluations with an overall rating of satisfactory, or higher. This limitation does not preclude a challenge (using the grievance and arbitration procedure) of a performance evaluation that prevents an Employee from receiving a pay increase. Such a challenge shall be subject to the provisions of Article 33, Wages.

ARTICLE 33. Wages

1. Pay rates are set forth in Appendix A (Pay Rates) attached to this Agreement.
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 2023.
- 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 December 31, 2013, who remain employed on the date of distribution shall receive an additional equity base increase of \$0.25 per hour.
- D. Retro: Employees who were employed by the Child Support Enforcement Agency on January 1, 2023, and who remain employed on the date of distribution shall each receive a one-time lump-sum payment in the amount of \$1,500.00.

2. 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.

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.
- B. There are two separate types of Performance Pay available:
 - 1. Base Performance Pay (Part A) will be distributed the first full pay period in January of 2024 and 2025 based upon the evaluation from the prior calendar year. The negotiated percentage of total base wages that will be allotted shall not include the base wages of a) Employees hired on or after July 1st of the prior year, and b) Employees who receive a 5% base pay increase following a promotion on or after July 1st of the prior 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 supplemental 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 March, June, September, and December 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 Employees hired on or after July 1st of the prior year. An Employee must be employed by and in active pay status with BCCSEA 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 at the Employee's performance evaluation planning meeting and ends with the completion of the performance evaluation forms at the end of the rating year.

4. Notwithstanding the provisions above, no Employee shall receive any performance pay if the Employee has received less than 60 points on the Core Competencies part (Attached hereto as Appendix B) in his or her current annual performance evaluation, as certified by the Director, or designee.

5. Performance Pay Allocation:

Year	Base	Incentive
2024	2%	2%
2025	2%	2%

Should the Butler County Board of County Commissioners allocate a higher percentage for the non-bargaining unit employees of the Child Support Enforcement Agency for Performance Pay in January of 2024 and/or 2025, this bargaining unit shall be granted the higher allocation for Part A and/or Part B.

- A. 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 December 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 distributed and effective the first full pay period following January 1, 2024.

The allocation for Incentive Performance Pay shall be equal to 2.0% of the base wages of all eligible bargaining-unit Employees as of December 1, 2023. Eligible Employees may receive Incentive Performance Pay increases

of 1% - 3%. No Employee shall receive an incentive increase that exceeds 3%.

- B. For 2025, 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 December 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 January 1, 2025.

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

6. 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 A "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 A "Pay Rates" shall not be subject to challenge under the grievance and arbitration provisions of this Agreement.

7. Notwithstanding the non-appealability of performance evaluations through the grievance and arbitration procedure under Article 22 or 23 of this Agreement, an Employee may appeal through said grievance and arbitration procedure, any performance evaluation with the overall rating of "unsatisfactory," 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 that the evaluation rating was an abuse of discretion or arbitrary and capricious.

8. Employees designated by the Employer to perform bilingual duties shall be compensated at a rate of 8% above his or her regular base rate of pay.

Article 34. Waiver in Case of Emergency

1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, 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 replies on grievances; and
- (b) All work rules, provisions, and practices relating to the assignment of Employees when it is not reasonably possible to follow such work rules, provisions, or practices during the emergency.

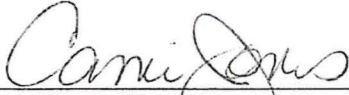
2. Upon the termination of the emergency, should grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure of this Agreement and shall proceed from the point of the Grievance Procedure to which the grievance(s) had properly progressed.

ARTICLE 35. Duration, Termination, and Amendment

1. Unless otherwise specified herein, this Agreement shall become effective as of its ratification by both Parties and shall continue in effect until December 31, 2025.

2. The parties acknowledge that during 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. 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 decision or its effects relating 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.

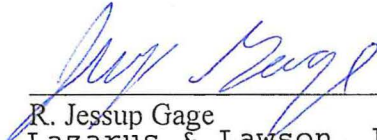
**FOR THE BUTLER COUNTY
CHILD SUPPORT
ENFORCEMENT UNION**



Cami Jones, President



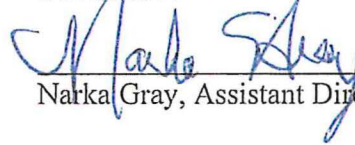
Ashley Blair, Secretary



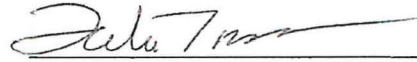
R. Jessup Gage
Lazarus & Lawson, LLC

Counsel for the Union

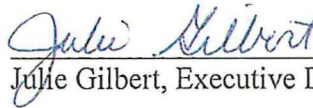
**FOR BUTLER COUNTY
BOARD OF COMMISSIONERS,
CHILD SUPPORT ENFORCEMENT
DIVISION**



Narka Gray, Assistant Director (CSEA)



Julie Tragesser, Human Resources Director



Julie Gilbert, Executive Director JFS



Kelly Babcock, Labor Consultant

APPENDIX A
Pay Rates

<u>Year</u>	<u>Grade</u>	<u>Minimum</u>	<u>Maximum</u>
Effective the first full pay period following ratification:			
2023	1	\$15.30	\$21.17
	2	\$16.26	\$22.65
	3	\$17.50	\$23.99
1/1/2024/25	1	\$15.61	\$21.59
	2	\$16.58	\$23.11
	3	\$17.85	\$24.47

APPENDIX B
CSEA Classifications

<u>Classification</u>	<u>Grade</u>
Case Processor	1
Clerk	1
Investigative Asst	2
Legal Secretary	2
Collection Processor	2
Emancipation Clerk	2
Audit Tech	3
Case Maintenance Clerk	3
Investigator	3