

CONTRACT

BETWEEN



MONTGOMERY
C O U N T Y

**BOARD OF COUNTY COMMISSIONERS
OF MONTGOMERY COUNTY, OHIO**

AND

**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
A.F.L.-C.I.O., COUNCIL 8, LOCAL #101
THE DAYTON PUBLIC SERVICE UNION**

**(PART-TIME BARGAINING UNIT)
(93-REP-04-0082)**

**"MONTGOMERY COUNTY IS AN EQUAL
OPPORTUNITY EMPLOYER"**

2007 - 2010

TABLE OF CONTENTS

<u>TOPIC</u>	<u>PAGE</u>
Article 1 - Purpose.....	1
Article 2 - Management's Right	2
Article 3 - Recognition	3
Article 4 - Dues Deduction and P.E.O.P.L.E.'S..... Fund Checkoff	4
Article 5 - Union Business	6
Article 6 - Filling of Vacancies	8
Article 7 - Transfers	9
Article 8 - Seniority	10
Article 9 - Lay-Off and Recall	13
Article 10 - Rest Periods	15
Article 11 - Personnel Records	16
Article 12 - Grievance Procedure	17
Article 13 - Labor Management Committee.....	20
Article 14 - Discipline	21
Article 15 - Non-Discrimination.....	24
Article 16 - Safety	25
Article 17 - Blood Donors	26
Article 18 - Classification and..... Position Audit System	27

TABLE OF CONTENTS

<u>TOPIC</u>	<u>PAGE</u>
Article 19 - Work Rules	28
Article 20 - Savings Clause	29
Article 21 - Printing of Contract	30
Article 22 - Immunizations	31
Article 23 - Uniforms	32
Article 24 - Holidays and Holiday Pay	33
Article 25 – Paid Personal Leave and Long Term..... Sick Leave	34
Article 26 - Leave of Absence	38
Article 27 – Health Benefits	42
Article 28 - Mileage and Parking	44
Article 29 - Hours of Work	45
Article 30 - Wages	46
Article 31 - Evaluations and Merit	47
Increases	
Article 32 - Duration of Contract	48
Article 33 - Definitions	49
Miscellaneous	51
Signature Page	52
20074 Rate Schedule A and B	53

TABLE OF CONTENTS

<u>TOPIC</u>	<u>PAGE</u>
2008 Rate Schedule A and B	54
2009 Rate Schedule A and B.....	55
2007 Job & Family Services Rate Schedule A and B .	56
2008 Job & Family Services Rate Schedule A and B ..	57
2009 Job & Family Services Rate Schedule A and B ..	58

ARTICLE 1

PURPOSE

This agreement is made between the Board of Montgomery County Commissioners, hereinafter referred to as 'County' or 'Management' and the Ohio Council #8 and Local #101, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the 'Union' for the purpose of achieving better understanding between the parties, to achieve and maintain a satisfactory and stabilized employer/employee relationship and to promote improved work performance; to attract and retain qualified employees; to insure the right of every employee to fair and impartial treatment; provide for the peaceful and equitable adjustment of differences which may arise. It is further the purpose of this agreement to assure the effectiveness of service by providing an opportunity for employees to meet with the employer and to exchange views and opinions on policies and procedures affecting the conditions of their employment, and to provide an opportunity for the Union and the employer to negotiate as to wages, employee benefits, and working conditions. This agreement pertains to all employees of the Board of Montgomery County Commissioners within the bargaining unit as defined hereunder. Whenever the male gender is used in this Contract, it shall be construed to include male and female employees.

ARTICLE 2

MANAGEMENT'S RIGHT

Section 1. Except to the extent modified by this Agreement, it is understood and agreed to by the Union that the County retains all its rights and authority to manage, direct, and control the operation of the County to the fullest extent permitted by Ohio law, to promulgate rules and regulations and to otherwise exercise prerogatives of Management, including, but not limited to the following:

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, transfer, assign, schedule, promote, retain employees, or lay off employees in the event of lack of work or lack of funds or under conditions where the continuation of such work would make operations inefficient and/or nonproductive;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the employer as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the public employer as a governmental unit;
- J. The Montgomery County Board of Commissioners may declare an emergency in the event of civil insurrection or acts of God and take any and all actions as may be necessary to carry out the mission of the County in those emergency situations;
- K. To maintain security of all County records and other pertinent information.

ARTICLE 3

RECOGNITION

Section 1. Ohio Council #8, Local #101, American Federation of State, County, and Municipal Employees, A.F.L.-C.I.O., is hereby recognized as the sole and exclusive bargaining agent for all part-time employees of the Montgomery County Board of County Commissioners, including employees performing animal control functions; food service functions; storekeeping functions; accounting clerk functions; clerical functions; habilitative care functions; and building maintenance functions, excluding all management level employees, professional employees, confidential employees, guards, students, and supervisors as defined in the Act; seasonal and casual employees as defined by the State Employment Relations Board, including all security officers; Registered Nurses; and Licensed Practical Nurses and all other employees excluded from the definition of public employee under R.C. §4117.01(C) for the full term of the agreement, Case Number 93-REP-04-0082.

ARTICLE 4

DUES DEDUCTION AND P.E.O.P.L.E.'S FUND CHECKOFF

Section 1. The County will deduct normal and customary dues from the monthly wages and salaries of such members as shall indicate individually, and voluntarily certify in writing that they authorize such deduction. In the event an employee's wages are insufficient for the full deductible amount, the County will deduct the full amount from the employee's next monthly earnings when the amount earned is sufficient. Individual and written notification must be presented to the Montgomery County Payroll Office and such dues will be deducted no later than thirty (30) days subsequent to the filing of the written application for deduction.

Section 2. *** Such written authorization may be withdrawn at any time by said employee by giving written notice of intent to revoke the dues deduction authorization to the employer and to American Federation of State, County and Municipal Employees, Ohio Council 8, Local 101, 15 Gates Street, Dayton, Ohio 45402. It is understood that it will take no longer than thirty (30) days from the filing of such written revocation notice with the Montgomery County Payroll Office to effect such revocation.**

1. Bargaining unit members shall have the right to revoke union membership and/or financial contribution (at any time) during the last twenty (20) calendar days before the expiration of this agreement and will not be subject to these provisions.

Section 3. All deductions under this Article, along with an alphabetical list of names of all employees whose dues have been deducted, shall be transmitted to the Union no later than the tenth (10th) day following the date of the deduction, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted.

For the duration of this Agreement union membership shall be recognized for purposes of this clause only when a voluntary written individual authorization is given by a bargaining unit employee.

Section 4. The Union agrees to hold the County harmless and indemnify from any and all claims, actions, demands, suits or other forms of liability filed by employees arising from dues deductions authorized under this Article *.

Section 5. The Union agrees that upon receipt of the dues collected by the County, that it has the sole and exclusive obligation and responsibility for distribution of the funds.

Section 6. All employees in the bargaining units defined herein who, after completing their probationary period are not members in good standing of the Union, are required to pay the Union a Fair Share fee as a condition of employment as permitted by the provisions of Section 4117.09 (C) of the Ohio Revised Code. The deduction of the Fair Share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. The Fair Share fee amount shall be certified to the County by the Secretary-Treasurer of the Union. Nothing herein shall be construed as requiring any employee in the bargaining unit to become a member of the Union as a condition for serving or retaining employment or any benefits under this Agreement. The Union will indemnify, save, and hold the County and its agents and employees harmless from any action growing out of deductions hereunder and commenced by an employee or anyone else against the County or the County and the Union jointly.

The Union agrees to establish a Fair Share fee procedure in compliance with Chapter 4117 of the Ohio Revised Code and Federal law. In addition, the Union will provide the County's designated representative for collective bargaining with a copy of the Union's

Fair Share fee procedure.

The County will deduct from the wages the regular biweekly Union dues of members and the Fair Share fees of non-members. In the event an employee's pay is insufficient for the deduction, the County will deduct the amount from the employee's next regular pay where the amount earned is sufficient. All deductions shall be transmitted to the proper officers of the Union no later than fifteen (15) days following the end of the pay period in which the deduction is made, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted.

The County shall provide with each deduction of dues and Fair Share fee deductions, the following information:

- A. Alphabetical list of Union members from whom deductions were made, the name, address, social security number of each member and the amount deducted;
- B. Alphabetical list of Fair Share fee employees from whom deductions were made, the name, address, social security number of each employee and the amount deducted;
- C. The name of each Union member and Fair Share fee employee whose name has been dropped from the prior check-off list and the reason for the omission.

Section 7. The employer will deduct voluntary contributions to the American Federation of State, County and Municipal Employee International Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) committee from the pay of an employee upon receipt from the union of an individual written authorization card voluntarily executed by the employee.

The contribution amount will be certified to the employer by the union. Monies deducted shall be remitted to the Union within fifteen (15) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL, CIO, P.O. Box 65344, Washington, D.C. 20035. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of each deduction. This list must be separate from the list of employees who had union dues deducted and the list of employees who had fair share fees deducted.

An employee shall have the right to revoke such authorization by giving written notice to the employer and the union at any time.

The employer's obligation to make a deduction shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit. All PEOPLE contributions shall be made as a deduction separate from the dues, or fair share fee deductions.

ARTICLE 5

UNION BUSINESS

- Section 1. The Union may select one (1) steward for each shift at Stillwater Center, one (1) steward in each other department that has at least two (2) bargaining unit members. The department in which the steward works shall be the steward's only area of permissible activity. The steward's name and department shall be furnished to the County Personnel Office by the Union. This list shall be kept current by the Union at all times. Additionally, the Union may appoint an alternate steward for each steward, who shall have the privileges accorded to a steward when it is known that the steward will be absent.
- Section 2. The Union may select one (1) steward to also serve as Chief Steward/Chapter Chairperson. In the absence of the steward assigned to the represented group, as noted above, the Chief Steward/Chapter Chairperson will have the same privileges as the steward, with the added responsibility of representing stewards. The union may select a second steward to also serve as Vice Chief Steward/Vice Chair. The Vice Chief Steward/Vice Chair shall act as Chairperson when the Chairperson is absent or unavailable. The union steward shall be notified of grievances filed by bargaining unit members that have not gone through the steward.
- Section 3. A steward involved in representation of an employee at a grievance presentation will be permitted to leave the steward's work and work area to represent that member or to be present at the grievance presentation. Such leave will be granted pursuant to Section 9 below. Management will notify the steward when a grievance is filed by an employee.
- Section 4. A steward will be permitted reasonable leave with pay to investigate and process grievances; such leave will be granted pursuant to Section 9 below.
- Section 5. To secure time off during regularly scheduled working hours for authorized union business as defined in this Article, the union official will be required to complete authorization forms which will be provided by the County for the accounting of such time; such forms will be turned in to the employee's immediate supervisor when time for union business is requested.
- Section 6. Union business other than that listed in Sections 3 and 4 above shall not be conducted by union stewards on County time, nor shall it, in fact, interfere with the work assignment of any employee. County vehicles shall not be used to conduct union business.
- Section 7. The Staff Representative of the union (Staff Representative) may consult with bargaining unit members in the assembly area before the start of and at the completion of the day's work, and the Staff Representative shall be permitted access to work areas at all reasonable times only for the purposes of adjusting grievances, assisting in the settlement of disputes and for the purpose of insuring that the provisions and aims of this Agreement are properly followed. The Staff Representative shall make the Staff Representative's presence at the facility known to Management prior to contacting employees. The Staff Representative shall not interfere with any employee's work assignment.
- Section 8. It is understood that absence from assigned work as defined in Sections 3 and 4 above does not authorize union officials, including stewards, to be absent from their jobs without authorization. It is also understood that privileges granted union officials to be absent from their jobs shall not exceed an aggregate total of one hundred (100) hours annual accumulation, excluding time spent in fourth step grievance meetings. Time limits in this section shall be extended upon mutual agreement of both parties; such agreement shall not be unreasonably withheld.

- Section 9. Management agrees to allow the Union one-half ($\frac{1}{2}$) hour during the new employee orientation program to present an explanation of union procedures and to answer questions.
- Section 10. Designated union officials, including stewards, will have their parking paid when attending labor/management meetings and grievance meetings at the County Administration Building.
- Section 11. Subject to approval by Management based on operational requirements, the Union may have a maximum of thirty-six (36) hours of paid leave per calendar year to be divided among Chapter Chairpersons, Vice Chairpersons, and stewards for the purpose of attending training functions. No more than twelve (12) hours may be approved per employee in a calendar year. The leave shall be requested no later than seven (7) calendar days prior to commencement of said leave.

ARTICLE 6

FILLING OF VACANCIES

- Section 1. A notice of all vacancies shall be posted at the central location in the Montgomery County Personnel Department, and throughout the various departments in the County for a minimum of five (5) working days. Additionally, a vacancy list will be sent to the Union. The notice will show the job classification, rate of pay, geographic location of the job, and the time and place of the examination, if an examination is required. Those individuals who wish to be considered for the posted job must file a written application with the Personnel Department by the end of the posted period.
- Section 2. All applications timely filed will be reviewed by the County. Selection for bargaining unit positions will be made on the basis of seniority, skill, experience, and the ability to perform the work in question. If the skill, experience, and ability to perform the work of two (2) or more applicants are equal, continuous Montgomery County service seniority shall govern, except where there is an affirmative action underutilization.
- Section 3. If a position is created which is intended by Management to be a temporary position and Management subsequently determines to make that position a regular position, a vacancy announcement shall be posted in the same manner as for all other vacancies.
- Section 4. An applicant selected for the position will be given the necessary time and training to become accustomed to the job or to learn the normal operations of the position during the one hundred twenty (120) days or equivalent hours probationary period. The classifications of Animal Care and Control Officer and Animal Care Provider shall have one hundred eighty (180) days or equivalent hours for this purpose. If an employee is selected and does not qualify for the job, as evidenced by his/her performance at any time during his/her probationary period, he/she shall be returned to his/her former classification and appointment category within that classification. Probationary reductions are only grievable to the third step. Probation and probationary periods shall be governed by Article 8, Section 5.
- Section 5. Any individual who is unable to perform the work assigned while in the new position and is returned to his/her former classification and appointment category within that classification under Section 4 above shall be given written notice regarding the reasons he/she is being returned to the former classification.
- Section 6. Should it become necessary to fill a bargaining unit position from which a probationary employee has been removed, the filling of vacancies procedure outlined in Sections 1 and 2 above shall be followed.
- Section 7. A person in a probationary period is not eligible for promotion. However, an individual in a probationary period may apply for a promotion or a lateral classification change. Prior to appointment the individual must return to pre-probationary status.

ARTICLE 7

TRANSFERS

- Section 1. When a notice of vacancy of a bargaining unit position is posted and an employee within the same classification, same appointment status, within the same department, desires a transfer, a written application, completed and signed, for such position shall be submitted to the Personnel Department within the applicable time limits. If there is more than one (1) applicant for the position, classification seniority shall govern. Such transfer shall be with the approval of Management. All employees voluntarily transferring shall serve a probationary period of sixty (60) days; mandatory transfers do not require probation.
- Section 2. When a vacant position is posted on another shift within the same classification, same appointment status, and at the same work location, employees desiring a transfer to that shift shall submit a written application, completed and signed, to the ***Human Resources** Department. The applicant with the most classification seniority shall receive the vacant shift assignment, provided such transfer can be made without substantially impairing the efficiency of the employee's present assignment. Once an employee has made such a shift transfer, he/she shall be required to remain on that shift for a minimum of a one (1) year period, unless an exception is agreed to by management.
- Section 3. A simplified bidding procedure may be established for the purpose of filling vacancies within the same classification, within the same department and at the same work location. Employees eligible to participate in the simplified bidding procedure shall not be eligible to apply for the resulting posted vacancy. Selection will be in accordance with Section 1 or Section 2 of this Article.

ARTICLE 8

SENIORITY

Section 1. Seniority shall, for the purpose of this Agreement, be defined as an employee's length of continuous service since their last date of hire, including time on leave of absence without pay for illness or injury. Seniority for part-time service shall accumulate based upon the appointment designated hours of the part-time position(s) in which an employee has served. Time spent on a leave of absence without pay in excess of fourteen (14) days, for reasons other than illness or injury shall not be credited towards the accumulation of seniority, except as specified in Article 27, Leave of Absence.

Section 2. Seniority does not apply and shall not be required to be used as a determining factor in assigning particular types of work to employees within a position classification or in assigning employees machines, equipment or places of work.

Section 3. Seniority and the employment relationship shall be terminated when an employee:

- (a) quits; or
- (b) is discharged for just cause; or
- (c) is laid off for a period in excess of twenty-four (24) months.

Section 4. * The County shall post on all bulletin boards a seniority list showing the continuous service of each bargaining unit member. A copy of the seniority list shall be furnished to the Union when it is posted.

Section 5. Probation and Probationary Periods

All new employees, including rehired employees, shall be considered as probationary employees and must successfully complete a probationary period before attaining regular employee status. Any regular employee who is voluntarily transferred (other than on a temporary basis), or promoted shall be considered as a special probationary employee, and must successfully complete a special probationary period as specified herein before being appointed to the new or related position classification. All probationary employees, including special probationary employees, shall receive an employee evaluation on or near the midpoint of their probationary period.

- A. Each newly hired employee becomes a probationary employee upon the date of their employment, and remains so until they have successfully completed their required probationary period. The required probationary period shall be one hundred twenty (120) days or equivalent hours except for the classifications of Animal Care and Control Officer and Animal Care Provider whose probationary period shall be one hundred eighty (180) days or equivalent hours. Part-time regular employees who work a portion of each normal working day shall have their probationary period determined by the number of calendar days following appointment in the same manner as full-time employees. Part-time regular employees who work an irregular schedule or who work less than the normal number of working days per week shall have their probationary period determined on the basis of equivalent hours as defined in Paragraph B of this article.

The probationary period required above represents a total cumulative service time, and may be adjusted upward so as to properly allow for any authorized leaves of absence or other approved breaks in service.

During the initial probationary period, the probationary employee may be disciplined, discharged, laid off, or otherwise dismissed at the sole discretion of the County and neither the reason for nor the disciplinary action, discharge, lay-off, or dismissal may be subject of a grievance.

In the case of lay-off, bumping and recall, there shall be no seniority among initial probationary employees. Upon the successful completion of the probationary period, however, the employee shall attain regular employee status and receive all benefits normally afforded to regular employees, including seniority. Employees shall acquire seniority credit, and their seniority shall be retroactive to the date of employment, less any adjustments.

- B. Any regular employee who is voluntarily transferred (other than on a temporary basis), promoted, or given a lateral classification change becomes a special probationary employee upon the date of the transfer, promotion, or lateral classification change and remains so until they have successfully completed a required special probationary period. These special probationary periods shall be as set forth below:

Transferred employees (voluntary) (Mandatory transfers do not require probation) -- Regular Scheduled Part-Time - 60 days
or
-- Irregular Scheduled Part-Time - 350 hours

Promoted or lateral classification change employees -- Regular Scheduled Part-Time - 120 days
or
-- Irregular Scheduled Part-Time - 700 hours

except for the classifications of Animal Care and Control Officer and Animal Care Provider

The special probationary periods required above represent a total cumulative service time, and they may be adjusted upward so as to properly allow for any authorized leaves of absence or other approved breaks in service.

If the special probationary employee fails to demonstrate that he/she can completely and satisfactorily perform the job within the special probationary period, the County shall return the employee to his/her former classification and appointment category within the classification, without any loss in seniority. Any other employees who were transferred, promoted or received a lateral classification change following and as a result of this employee's transfer, promotion, or lateral classification change shall also be returned to their former classification and appointment category within the classification, and unless there is a lay-off involved, the bumping procedure shall not apply.

Section 6. When a demotion occurs, job classification seniority shall be defined as the length of continuous service in a classification beginning with the last date of entry into the classification except as stipulated in Section 5, Probation and Probationary Periods.

ARTICLE 9

LAY-OFF AND RECALL

The County, in its discretion, shall determine whether lay-offs are necessary and within which classifications lay-offs will occur. Although not limited to the following, lay-offs shall ordinarily be for lack of work and/or lack of funds. If the County determines that positions are to be abolished, employees losing their jobs because of such abolishments shall be given the same rights as laid-off employees. The County may not lay-off employees for disciplinary reasons or for arbitrary and capricious reasons.

Once the County determines within which classifications abolishment and/or layoff will occur, and determines which appointment categories within the classification are initially affected, bumping shall occur by the order of layoff in descending order commencing with the highest affected appointment category as follows:

Full-time regular, part-time regular (part-time regularly scheduled and irregularly scheduled), full-time seasonal, part-time seasonal, intermittent, full-time temporary, part-time temporary.

Employees will be laid off from the affected classification in accordance to their overall seniority and appointment category and their present ability to perform the remaining work available without further formal training. When seniority is equal, the employee with the lowest last four digits in his/her social security number will be laid off first.

Seniority is calculated using retention points. Employees shall be assigned a base of 100 retention points. One (1) retention point shall be credited for each bi-weekly pay period of full-time service. Retention points for part-time service shall be calculated on the basis of one-half ($\frac{1}{2}$) point for each bi-weekly pay period of part-time service.

Retention points for full-time service and other than full-time service, whenever applicable, shall be combined to determine an employee's total retention points.

Employees bumping into appointment categories not covered by this collective bargaining agreement (contract) shall have such status and rights under a collective bargaining agreement or civil service whichever applies under the specific situation.

Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their lay-off, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training.

If an employee is recalled to a position in a lower rated job classification, he/she shall have the right to return to the job classification and appointment category he/she held prior to being laid off in the event it subsequently becomes available during the recall period. If an employee is recalled to a lower rated job classification, the employee shall have the right to refuse the recall. The County shall not hire new employees in affected bargaining unit positions as long as there are still employees on the recall list who are presently qualified to perform the work in the affected job classification and are willing to be recalled to said 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 or registered mail with a copy to the Union. The employee must notify the Agency Head of his/her intention to return within three (3) days after receiving notice of recall. The County shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Agency Head with his/her latest mailing address.

The County shall be divided into five lay-off districts.

1. Sanitary Engineering Department
2. Public Works Department
3. Job and Family Services Department
4. Stillwater Center
5. All other Departments under the Board of County Commissioners.

Rights of employees under this Article shall be confined to the layoff district within which the layoff and/or abolishment occurs. Affected employees will be given fourteen (14) calendar days notice of a lay-off.

Employees who are terminated (except for gross misconduct) may purchase the County's health care benefits covered in Article 28 for eighteen (18) months after date of termination. A COBRA election packet shall be mailed to the employee at the time of termination. There is no lapse in coverage if COBRA is elected.

ARTICLE 10

REST PERIODS

Section 1. Part-time employees will be provided a rest period of fifteen (15) minutes for each complete four (4) hour shift to a maximum of two (2) fifteen (15) minute rest periods in a day. Rest periods and locations may be scheduled by management.

ARTICLE 11

PERSONNEL RECORDS

An employee shall receive a copy of his/her evaluation and shall have access to his/her personnel folder, upon reasonable notice to the custodian thereof. Such access to personnel records shall be within two (2) working days of said request. The employee may be accompanied by his/her personal representative in such inspection. It is understood between parties to this Agreement that this access does not include employer inquiries and references. An employee may compile and date a list of the documents he/she finds in his/her personnel folder and insert a copy of that list in his/her folder.

An employee may make written request for copies of materials in his/her personnel file which Montgomery County can legally provide. Copies will be provided at a time and in a manner determined by the County Personnel Department. The employee shall bear all costs associated with duplication when the request is unreasonable or excessive.

ARTICLE 12

GRIEVANCE PROCEDURE

Preamble

A grievance is any dispute which the Union or a bargaining unit member has concerning the interpretation, application, or alleged violation of any provision of this Agreement.

Section 1. All grievances must be commenced within ten (10) calendar days after the occurrence of the act or acts included in the grievance.

Section 2. All grievances are to be settled in accordance with the four (4) step grievance procedure set forth below, except as specifically provided otherwise in this Agreement. The employee shall identify in writing that part of the Agreement about which he/she is aggrieved.

Section 3. The employee may first discuss a complaint with the employee's immediate supervisor and may have his/her Union steward present. It shall be discussed verbally and if settled, no further action shall be taken.

Section 4. Steps in the Grievance Procedure

Step 1. The aggrieved employee or group of employees must present the grievance to his/her immediate supervisor in writing within ten (10) calendar days of the occurrence of the act or acts about which there is a complaint. The aggrieved employee has the right to have a steward in attendance at the meeting if he/she so requests. The manager and/or immediate supervisor shall hold a meeting within seven (7) calendar days after the grievance is presented to him/her in writing.

The manager/supervisor shall reply to the employee within seven (7) calendar days from the termination of the meeting. If an employee does not agree with the response or does not receive a reply to his/her written grievance within seven (7) calendar days, unless the time limits are mutually waived, his/her grievance may be taken to Step 2 of the grievance procedure. A Step 2 grievance must be filed within seven (7) calendar days after the employee receives his/her reply or should have received his/her reply.

Group grievances, in this Step, shall be presented in the first instance to the lowest ranking supervisor common to all employees in the group. If a group grievance is not satisfactorily settled in this Step, the procedure defined in Step 2 shall be used.

Step 2. An employee or group of employees whose grievance has not been answered under Step 1 of this procedure or has been answered, but not settled under Step 1 of this procedure may refer the grievance to the department head or the designated second step hearing officer within the department, within seven (7) calendar days following receipt of the answer from the first step or seven (7) calendar days from the date the answer should have been received and no answer was filed by the manager/supervisor. The distribution by the employee of the copies of the written grievance shall be as follows: one (1) copy to the manager and/or immediate supervisor, one (1) copy to the department head, one (1) copy to the employee representative, and a fourth copy shall be retained by the employee. The department head or his/her designee will investigate, make inquiries, and hold a hearing on the grievance within seven (7) calendar days of receipt of the grievance. The department head/designee shall reply to the employee within seven (7) calendar days from the termination of the meeting. If the employee does not receive a satisfactory reply to his/her written grievance within seven (7) calendar days, or if the employee receives no reply to

his/her written grievance at the end of the seven (7) calendar days, his/her grievance may be taken to Step 3 of the grievance procedure within seven (7) calendar days after the date the reply was or should have been received.

Step 3. If a grievance is not settled at Step 2, files relating to the grievance shall be forwarded to the County Human Resources Director, or his/her nominee, for the resolution of the grievance. The Union shall forward the grievance and copies of the reply thereto, if any. The County Human Resources Director, or his/her nominee, shall hold a meeting with regard to the grievance within seven (7) calendar days following receipt of the grievance. The grievance meeting shall include no more than four (4) representatives of the employee (example staff representative and/or steward and/or employee), and no more than four (4) representatives of County Management. Both the employee and the County Management representatives shall have the right to have available such witnesses as are necessary for the explanation and investigation of the grievance. The County Human Resources Director, or his/her nominee, shall reply to the employee in writing within fourteen (14) calendar days from the termination of the meeting.

Section 5. Step 4. Arbitration.

- A. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to binding arbitration within eleven (11) calendar days after receipt of the answer in Step 3, by notice in writing, and received within this time limit by the American Arbitration Association, with a copy to the County Human Resources Director, requesting a panel of five (5) arbitrators. Either party may reject one (1) entire panel. Both the County and the Union shall have the right to strike two (2) names from the panel. The union shall strike the first name, management shall then strike a second name, the first party a third name, and other party a fourth name, and the remaining person shall be the arbitrator. Except as otherwise specified by this Agreement, the rules of the American Arbitration Association shall apply. All arbitration hearings shall be held in Dayton, Ohio (unless the parties mutually agree otherwise).
- B. The arbitrator shall act in a judicial, not legislative capacity and shall have no right to recommend to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall only consider and make a decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue not so submitted to him/her. In the event the arbitrator finds a violation of the terms of this Agreement, he/she shall fashion an appropriate remedy. The arbitrator shall submit in writing his/her decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding. In cases involving removal for abuse, if the Arbitrator finds that there has been serious abuse of residents at the Country View Manor and Stillwater, the Arbitrator does not have the authority to modify the removal of the employee committing such abuse.
- C. The fee and expenses of the arbitrator shall be divided equally between the County and the Union provided, however, that each party shall be responsible for compensating its own representatives and non-employee witnesses.

- D. Two or more grievances may not be joined or consolidated for hearing by an arbitrator except upon agreement of both parties.
- E. In no event shall a discharge arbitration be conducted later than ninety (90) days following the discharge. In no event will any discharged employee be entitled to more than three (3) months back pay.

Section 6. **The parties agree that it is in the best interest of the employees and the County to resolve grievances at the lowest possible step. Where there is mutual agreement to seek informal resolution and external assistance is desired, the parties agree to seek assistance from the Greater Dayton Mediation Center.**

Section **7.** The parties may, by mutual agreement, waive any steps or any of the time limits of this Article. The waiver must be in writing and signed by both parties. For purposes of administering this article, computation of time shall begin to run on the day following the act, event, or occurrence. The last day of the period so computed is to be included unless it is a Saturday, Sunday or County observed holiday, in which event the period shall run to the end of the next day which is not a Saturday, Sunday or County observed holiday.

Section **8.** If the grievant is not present at the scheduled grievance meeting, management may determine that the employee's response shall be presented through a written statement and/or through a union representative.

ARTICLE 13

LABOR MANAGEMENT COMMITTEE

In the interest of sound industrial relations, in departments where there are ten or more part-time bargaining unit employees, joint department committees of four (4) persons, half of whom shall be from management and half of whom shall be from the union, may convene monthly or as otherwise mutually agreed for the purpose of discussing subjects of mutual concern. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect and the solution of common problems.

To the extent that department labor-management meetings do not address particular circumstances of the part-time employees, a labor-management meeting may be convened for the specific purpose of addressing such circumstances.

Such meetings shall generally be limited to not more than six (6) participants, not more than three (3) of whom shall be from the union and not more than three (3) of whom shall be from management. This committee will meet not more than once per quarter unless mutually agreed otherwise.

The County and the Union will prepare an agenda prior to any Labor-Management Meeting (LMM). Minutes of a Labor-Management meeting will be recorded and Management will provide the Union with written acknowledgement within fifteen working days after the meeting of any areas of concern. Proper subject matters to be discussed in a Labor-Management meeting may include, but are not limited to:

- A) An alleged violation of an employee or group of employee's rights not subject to the grievance or appeal process.
- B) Establishment of new work rules, or changes in existing work rules.
- C) Discussion and resolution of safety problems on the job.
- D) Discuss job standards/objectives before they are implemented.

ARTICLE 14

DISCIPLINE

- Section 1. The County retains the right to adopt rules and regulations for the efficient operation of its departments and conduct of its employees providing these rules and regulations do not conflict with this Agreement. It is agreed that the County has the right to discipline or discharge employees for just cause. It is further agreed that the disciplinary action will be initiated within thirty-five (35) days, following knowledge by the department head of the events upon which the disciplinary action is based. **It is agreed that the employee shall receive a written notification of an investigation no later than ten (10) days following knowledge of the alleged infraction.**
- Section 2. Disciplinary action will be commensurate with the offense and may take into account record of performance, conduct, and discipline. However, certain offenses, by their nature, may be severe enough to require immediate discharge.
- Section 3. Written reprimands will remain in an employee's file for twelve (12) months subsequent to the date of reprimand. Suspensions will remain in an employee's file for two (2) years subsequent to the date of suspension. Suspensions of ten (10) days shall remain in an employee's file for three (3) years subsequent to the date of suspension. All rights to have a disciplinary action removed from the employee's personnel file shall be waived until the expiration of the latest reprimand or suspension if a second offense occurs within the time period that the disciplinary action is active in the employee's file.
- Section 4. Whenever it is necessary to discipline or counsel any employee, Management agrees to do so in a manner that will not embarrass the employee before other employees or the public.
- Section 5. An employee may request a union representative at an investigatory interview if the employee reasonably believes the investigation will result in the employee being disciplined.
- Section 6. When a supervisor or representative of management holds a disciplinary meeting with a bargaining unit member, they shall notify the employee and the union in writing of his/her right to have a union representative present. The employee will be given an opportunity to present a response. In certain circumstances, management may determine that the employee's response shall be presented through a written statement and/or through a Union representative. The Union has the right to be present at all disciplinary meetings of bargaining unit members, provided that such union representation must be available subsequent to twenty-four (24) hours after the employee or union receives the notice of the disciplinary meeting, or at the date and time specified in the notice if the meeting is scheduled to occur after a twenty-four (24) hour period has passed. All notifications of disciplinary meetings shall be on the attached form.
- Section 7. If disciplinary action is given to an employee, subsequent to and in conjunction with a meeting as described in Section 6, the representing steward shall be given a copy of the disciplinary action. It shall not be necessary for the steward or chief steward to be present when the notice of discipline is delivered to the employee.
- Section 8. An employee shall be given a copy of any written reprimand or other written disciplinary action entered into their personnel record.
- Section 9. Personal performance memorandums or any similar counseling tools are intended to be a counseling tool for employees and are not intended to be disciplinary actions. Personal performance memorandums and similar counseling tools are not grievable or subject to the grievance procedure. Counseling will remain active for twelve (12) months subsequent to the date of the counseling provided no intervening counseling or discipline has occurred.

Section 10. Removals may be appealed at the third step within ten (10) calendar days of the removal.

DATE:

TO:

FROM:

SUBJECT:

A meeting is scheduled on _____ at _____
to discuss _____.

YOUR ATTENDANCE AT THIS MEETING IS REQUIRED.

Since it is possible that a disciplinary action may occur during or result from this meeting, you have a right to have a union representative present. According to the Union Contract, you are permitted twenty-four (24) hours to secure Union representation for the meeting. You should, therefore, contact your union representative immediately.

Receipt: Employee Name _____

Date/Time Received _____

Union Representative _____

Date/Time Received _____

cc: Union

(3 PART CARBON)

ARTICLE 15

NON-DISCRIMINATION

- Section 1. It is the policy of Management and of the Union that the provisions of this Agreement shall be applied equally to all employees without regard to age, sex, marital status, race, color, creed, disability, national origin, **military status**, and religion.
- Section 2. Neither Management nor the Union shall interfere with the rights of employees to become or not to become members of the Union. Neither Management or the Union shall discriminate against employees because of Union activity or for abstaining from Union activity.
- Section 3. Management and the Union recognize their respective responsibilities under Federal and State Civil Rights Laws, constitutional and statutory requirements. Therefore, Management and the Union hereby reaffirms their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of age, sex, marital status, race, color, creed, disability, national origin, **military status**, or religion.

ARTICLE 16

SAFETY

- Section 1. It is the responsibility of every department head to provide safe working conditions, tools, equipment, and working methods for their employees. The crewleader or supervisor must correct unsafe conditions promptly. Management must see that all safety rules and good working methods are used by its employees.
- Section 2. It is the duty of all employees to use appropriate safety equipment and to follow all safety rules and safe working methods.
- Section 3. Management will provide and maintain at least one fully stocked first aid kit on each floor in a well marked area. Crewleaders and supervisors will have fully stocked first aid kits in their County vehicles.
- Section 4. Employees are responsible for the proper use and care of the equipment, tools, and vehicles provided along with the responsibility of reporting any unsafe working conditions to the appropriate supervisor. Tools or vehicles that have been determined by management or management's designee to be unsafe shall be red-tagged until the problem has been corrected.
- Section 5. In departments with ten (10) or more part-time bargaining unit employees, a part-time bargaining unit member employed in the department will serve on the Department Safety Committee. The committee member will serve a two (2) year term.

ARTICLE 17

BLOOD DONORS

Section 1. The County shall provide adequate time off with pay for employees for the purpose of donating blood in a recognized blood donor program authorized by Montgomery County, where such blood donor program is conducted at an employer facility.

ARTICLE 18

CLASSIFICATION AND POSITION AUDIT SYSTEM

- Section 1. The classification of positions within Montgomery County, the duties assigned to those positions, and the methodology used for classification is vested with Management. When a new job classification is established or an existing one is substantially changed, the County will submit the description in writing and meet with the Union to discuss said changes at least fifteen (15) days prior to implementation of those changes. Within thirty (30) days the parties will meet to negotiate the rate of pay for the job. If no agreement on rate of pay can be reached between the parties, they will submit it to the grievance procedure at the third step before a mutually agreed upon neutral hearing officer. Among the factors to be considered in resolving the dispute are the skill, knowledge, and abilities required in the position and the problem-solving, know-how, accountability and working conditions in the position all in relationship to other positions in the classification system.
- Section 2. The rate of pay assigned to each new classification within the County shall be assigned in accordance with the County Compensation Plan.
- Section 3. The Union may request a position audit to be performed by the County on behalf of any individual or group of individuals. The results of the position audit and/or the content of a job are not subject to the grievance procedure. No position will be audited more than once in any twelve (12) month period. Position audits shall be completed ninety (90) calendar days from the date of their request.

ARTICLE 19

WORK RULES

- Section 1. When existing rules are changed or new rules are established, they shall be posted prominently on all bulletin boards for a period of * **ten (10)** consecutive work days prior to becoming effective.
- Section 2. The employer agrees to furnish each affected employee in the bargaining unit with a copy of work rules * **ten (10)** days before they become effective except in an emergency situation. Affected absent employees will be furnished a copy upon the employee's return to work. New employees shall be provided with a copy of the rules at the time of hire.

ARTICLE 20

SAVINGS CLAUSE

This Agreement supersedes all rules and regulations of the Ohio Department of Administrative Services or its successor and all civil service statutes, rules and regulations pertaining to wages, hours and terms and conditions of employment unless otherwise expressly indicated except those presently addressed in ORC, Section 4117.10 or its successor statute. If any provision of this agreement is held to be unlawful by a court of law, the remaining provisions of this agreement shall remain in full force and effect. In the event that any provision of this agreement is held to be unlawful by a court of law, both parties to the agreement shall meet within ten (10) calendar days for the purpose of reopening negotiations on the unlawful provision involved. However, if the parties are unable to agree within thirty (30) calendar days following commencement of the initial meeting then the matter shall be postponed until contract negotiations are reopened.

ARTICLE 21

PRINTING OF CONTRACT

Each party agrees to assume the responsibility and associated costs of printing of their contract, unless the parties mutually agree to do otherwise.

ARTICLE 22

IMMUNIZATIONS

- Section 1. The County shall provide to appropriate employees all necessary immunization shots or other medications used for the purpose of immunizations. The determination of the kinds of immunizations needed shall be made by the Montgomery County Board of Health.
- Section 2. At Stillwater Center and the Country View Manor, the County will pay the cost of tuberculin tests and food handler permits when required by management.

ARTICLE 23

UNIFORMS

- Section 1. In those areas where uniforms are required, the County will supply to non-probationary employees five (5) uniforms in good condition.
- Section 2. Uniform styles and safety shoe replacement policy will be determined by a Labor-Management Committee.
- Section 3. Employees whose uniforms are purchased by the County will be responsible for the cleaning and maintenance of their uniforms.
- Section 4. Identification badges, with photograph, will be provided by the County in such departments as Management determines they are necessary to wear. Replacement of lost badges will be at the employee's expense. These badges will be returned to the County at the time the employee leaves the County service, permanently or for any substantial period of time.
- Section 5. All uniforms and work gear will remain County property.

ARTICLE 24

HOLIDAYS AND HOLIDAY PAY

The Board of County Commissioners of Montgomery County observes the following holidays: New Year's Day, Martin Luther King Day, Washington-Lincoln Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day of each year. Either the actual date of the holiday or the day specified in the Ohio Revised Code shall be observed, but not both.

Part-time regular scheduled employees are eligible for holiday pay at the straight time hourly rate to a maximum of eight (8) hours for that portion of a holiday for which they would normally have worked. Part-time regular scheduled employees shall be entitled to holiday pay if they work the last scheduled work day prior to the holiday and the next scheduled work day following the holiday or are on paid leave.

Paid leave shall be defined as * use of paid personal leave (**PPL**) or approved compensatory time for the purposes of this article.

Part-time regular scheduled and part-time irregular scheduled employees who are scheduled to work on a holiday shall be compensated in pay at time and one-half their regular straight-time hourly rate for hours worked. In addition, they will receive straight time compensation for the holiday for the hours worked.

Time actually worked on a holiday is not considered time in active pay status for overtime calculation because separate compensation (holiday premium pay) is already being paid.

ARTICLE 25

PAID PERSONAL LEAVE AND LONG TERM SICK LEAVE

Section 1. Earnings of Paid Personal Leave (PPL) and Long Term Sick Leave (LTSL)

A. Paid Personal Leave (PPL) earnings:

Part time employees shall be credited with PPL on a prorated basis according to their actual hours worked and in accordance with their appointment designated position hours.

Example: A part-time employee actively at work on January 1, with appointment designated hours of forty (40) hours per bi-weekly pay period, would be credited with 40 hours of PPL. The same employee with appointment designated hours of forty-eight (48) hours per bi-weekly pay period would be credited with 48 hours of PPL. The same employee with appointment designated hours of sixty (60) hours per bi-weekly pay period would be credited with 60 hours of PPL. The same employee with appointment designated hours of sixty-four (64) hours per bi-weekly pay period would be credited with 64 hours of PPL.

PPL hours shall be credited to a yearly PPL account at the beginning of the pay period that includes January 1, and shall not be accumulated in the Long Term Sick Leave account. Employees returning from a no pay status or hired after January 1 will receive prorated PPL credit based prospectively on the percentage of the year in active employment. Newly hired employees may use no more than 50% of their credited PPL during their initial probationary period. Employees may use PPL in minimum increments of one tenth (1/10) of an hour.

(The above PPL is comprised of the following former contractual types of leave: Sick Leave and Personal Leave.)

B. Long Term Sick Leave (LTSL) earnings:

A maximum of nine (9) days (72 hours) of sick leave for employees in active part time status shall be accrued at the rate of 2.77 hours of paid LTSL for each completed eighty (80) hours of service per biweekly pay period to be credited to a cumulative LTSL account. Credit is given for all time in active pay status, but not for time on leave of absence without pay. Unused LTSL shall be cumulative without limit.

Employees are required to comply with the LTSL rules and policies instituted by Management. It is understood between the parties that employees failing to comply with such rules and policies shall not be paid for such leave. Application for LTSL with intent to defraud, falsification of a LTSL request and/or falsification of medical certification and/or documentation may result in dismissal as well as refund of any salary or wages paid therefore.

Management may request a medical certification from an employee where there is indication of abuse of LTSL. If Management requires a second opinion from a physician of its choosing, the cost of such examination shall be paid for by the County.

Section 2. Usage

A. Paid Personal Leave (PPL) usage:

PPL is “no fault” leave, meaning it may be used for any purpose. Employees should monitor and manage the use of PPL in order to cover their unplanned absences throughout the calendar year, including illness absences that do not qualify for Long Term Sick Leave. Employees may use PPL for illnesses of one (1) or two (2) days duration so long as a balance remains in their PPL account. PPL cash incentives provide an end-of-year reward for those who conserve PPL, with the goal of reducing unplanned absences across the County.

When the use of PPL is necessary, the employee or some member of his/her immediate family shall notify his/her immediate supervisor or department office by telephone or messenger not later than one-half hour after the normal starting time, except twenty-four (24) hour or seven day a week operations where the following shall apply. Employees on the first shift Monday through Friday shall notify their department one (1) hour before the normal starting time of the shift. On Saturday, Sunday, Holidays and for second and third shift employees a two (2) hour notice time before the normal starting time of the shift, will be required. Unless notification is given, no PPL will be approved except in unusual cases and then only after approval of the immediate supervisor.

B. Long Term Sick Leave (LTSL) usage:

Employees may use LTSL from their LTSL account, upon approval by Management.

Employees may use long-term sick leave, upon approval of Management, for absence on the third day and thereafter due to FMLA personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and to illness, injury, or death in the employee's immediate family. Unused sick leave shall be cumulative without limit.

When the use of LTSL becomes necessary, the employee or some member of his/her immediate family shall notify his/her immediate supervisor or department office by telephone or messenger not later than one-half hour after the normal starting time, except twenty-four (24) hour or seven (7) day a week operations where the following shall apply. Employees on the first shift Monday through Friday shall notify their department one (1) hour before the normal starting time of the shift. On Saturday, Sunday, Holidays, and for second and third shift employees a two (2) hour notice time before the normal starting time of the shift, will be required. Unless notification is given, no LTSL will be approved except in unusual cases and then only after approval of the immediate supervisor.

Employees are required to comply with the LTSL rules and policies instituted by Management. It is understood between the parties that employees failing to comply with such rules and policies shall not be paid for such leave. Application for LTSL with intent to defraud, falsification of a LTSL request and/or falsification of medical certification and/or documentation may result in dismissal as well as refund of any salary or wages paid therefore.

Management may request a medical certification from an employee where there is indication of abuse of LTSL. If Management requires a second opinion from a physician of its choosing, the cost of such examination shall be paid for by the County.

For purposes of LTSL usage, "immediate family" is defined as grandparents, grandparents-in-law, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, step child, foster child, grandchild, guardian, or any other person who stands in place of parents.

For purposes of LTSL usage, "hospitalization" (in-patient/out-patient) is defined as admission into a surgery center, hospital, hospice or residential medical care facility.

Section 3. Conversion/Transfer of Paid Personal Leave and Long Term Sick Leave

A. Conversion or transfer of Paid Personal Leave (PPL) at year's end:

Any balance of PPL credit that was earned in a year and remains in the account at the end of the year may either be (a) transferred at 100% value to the employee's Long term Sick Leave account or (b) converted to cash payment at the rate of one (1) hour of pay at the base rate for each one (1) hour of unused PPL credit. PPL may also be donated in accordance with the policies instituted by Management. Employees may cash out a maximum of five days (40 hours) of PPL credit each year and the cash out option is only available in the year in which the credit is given. The PPL cash out shall be paid no later than December 31 of the year in which it was earned. Any balance of PPL that remains after cash out will be transferred automatically to the employee's LTSL account. It is permissible for employees to designate any combination (in whole days) of cash out and transfer of PPL so long as the requested cash out does not exceed the maximum of five days.

All PPL credit balances that are cashed out or transferred are excluded from further conversion. No PPL balance shall be carried forward to a new leave year. Employees eligible to convert PPL credit at year's end must indicate their desire to convert their PPL credit balance, using the conversion form provided for this purpose. If the PPL credit conversion form is not received in the County Human Resources Department by the specified date, any PPL credit balance remaining at the end of the year will be transferred automatically to the employee's LTSL account.

Any employee who separates from service during the year (except in instances of death or retirement with at least ten (10) years PERS service credit) shall not be eligible for cash conversion of his or her unused PPL credit balance. In such case, unused PPL hours will be transferred to the employee's LTSL and held on account. In the event of retirement with 10 years of service or death, the employee's balance of PPL is transferred to LTSL and paid out according to LTSL provisions below.

B. Long Term Sick Leave (LTSL) Conversion

Employees taking retirement at age fifty-five (55) or over with at least ten (10) years of Montgomery County service credit under the Public Employees

Retirement System, employees with at least thirty (30) years service credit under the Public Employees Retirement System, and the estate of employees who die while employed full-time with the County shall receive cash payment for accumulated LTSL at the employee's base rate of pay at the time of separation at the rate of one (1) hour of pay for every two (2) hours of accumulated balance for the first 2000 hours, up to a maximum of 1000 hours total.

An employee may convert his or her LTSL credit balance to cash under the provisions of this Article only once.

Section 4. Transferring Sick Leave Credit

An employee who transfers to the County from another public agency in Ohio shall be credited with the unused balance of his/her accumulated sick leave, provided that the time between periods of public service does not exceed 10 years, upon receipt by the County of written confirmation of the accrued time.

ARTICLE 26

LEAVE OF ABSENCE

Section 1. Leave Without Pay

- A. Upon written request, leave without pay for personal reasons, including illness or injury, may be granted for periods not in excess of one hundred eighty (180) calendar days upon approval by the County Commissioners. Time on such leave of absence shall not be counted as time in service for purposes of determining seniority (except as provided by Seniority Article) or sick leave rights. The total unpaid leave days shall not exceed one hundred eighty (180) calendar days. Upon return from such leave, the employee will be reinstated in his/her old classification, or one of equal grade.
- B. Should an employee wish to return before the expiration of his/her leave without pay, he/she may do so after giving his/her immediate supervisor at least fourteen (14) calendar days written notice of his/her wish to return.
- C. If the employee on leave without pay fails to return to work at the expiration or cancellation of a leave of absence without securing an extension in a timely manner prior to the expiration date of such leave, he/she shall be deemed to be absent without leave, and may be discharged. However, the purpose of his/her failure to return shall be considered.
- D. If an employee requests leave of absence without pay for medical reasons, he/she shall submit a doctor's certificate stating the nature of the illness or injury and the estimated time required for recovery. If an employee requests an extension of a leave of absence without pay for medical reasons, an additional doctor's certificate will be required, which shall likewise contain the information listed above.
- E. Employees are required to comply with the leave of absence without pay policies and procedures instituted by management.

Section 2. Work-Related Injury

- A. An employee shall receive his/her straight time regular day's pay for the date on which he/she was injured, when such injury occurred in the performance of his/her job and when there was no negligence on the part of the employee resulting in his/her injury.
- B. Effective January 1, 1993, an employee absent from work because of any service connected occupational illness or injury, as determined by the Industrial Commission, shall be entitled to reinstatement at the same rate of pay he/she received prior to the date of such illness or injury, upon approval of his/her application to return to work. Such application shall be made within one (1) year following the date of the injury. This period may be extended with the approval of Management and upon the advice of competent medical authority. Seniority rights will continue to accumulate during such absence.

It is the responsibility of the injured employee to inform Management of the estimated length of his/her absence, as determined by the treating physician. This notification shall be made in a timely manner, and in any event shall not exceed two (2) weeks following said injury. If an estimation of such absence cannot be made by the treating physician, then the employee is required to report to his/her immediate

supervisor, either by phone or by letter, on a bi-weekly basis until an estimated time of absence can be ascertained.

- C. Effective January 1, 1993, if an employee misses work because of a work-related injury, he/she shall receive wage continuation during the twelve (12) weeks immediately following the injury or until he/she is physically able to return to work, whichever is earlier. Wage continuation will only be paid for any time period for which the employee would be eligible for worker's compensation benefits. *An injured employee will reimburse the County for any wage continuation payments which are later determined to have been improperly made, for any reason. Payment of wage continuation under this section will be computed on the basis of the employee's base rate of pay. If the employee has not returned to work at the end of the twelve (12) week period, wage continuation will cease and the employee will receive temporary total compensation from the Bureau of Workers' Compensation. The employee may elect to use accrued sick leave in accordance with Montgomery County's sick leave provisions for any time period for which he/she is not currently eligible for wage continuation or workers' compensation benefits.

Additionally, the injured employee may elect to use accrued sick leave after wage continuation ceases. In no event, however, will the employee be permitted to buy back sick leave. An injured employee cannot concurrently receive sick leave or wage continuation and temporary total compensation payments.

In accordance with Montgomery County policy and procedures; in order to qualify for wage continuation, the employee must:

1. Submit a completed Bureau of Workers' Compensation application form.
2. Submit a signed medical release.
3. Submit a completed Montgomery County Employee Injury Report.
4. Submit proper medical documentation.
5. Submit a signed Agreement to reimburse the County for improperly made wage continuation payments.

- D. Any work related injury is to be reported to Management within twenty-four (24) hours of its occurrence. Management may request a statement from the employee's physician when a leave of absence is requested pursuant to this section. If requested by Management for the purpose of investigating or processing a Worker's Compensation claim, the employee shall provide a written release to the County to obtain medical information.

- E. The County may require an employee to perform other duties within the limitations of the injury during the period of compensable injury.

Section 3. Management may require a second opinion from a physician of its choosing if leave without pay for medical reasons is requested. Additionally, Management may require an employee to take an examination conducted by a licensed physician of Management's selection to determine an employee's capacity to perform the duties of his/her position. The cost of such examinations shall be paid for by the County.

Section 4. Educational Leave

An employee may apply for educational leave after the completion of his/her probationary

period with the County. He/she shall be reinstated with full seniority at the completion of his/her leave, provided:

- A. He/she declares his/her intention at the time of application to return to the County within nine (9) months from the start of his/her leave.
- B. He/she reaffirms this intention in writing every three (3) months from the start of his/her leave.
- C. He/she does so return to work at the County.
- D. If educational leave is not granted, the reason for the denial shall be furnished to the employee in writing.

Such leave shall be without pay.

Section 5. Military Leave

Service in the armed forces of the United States is a privilege and a duty that all citizens should participate in when called upon. Therefore, the Montgomery County Board of County Commissioners shall not refuse to employ nor discharge an employee because of military membership. Employees "in service" will not be prevented from performing duties when called upon.

An employee who is a member of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval militia, or is a member of another reserve unit of the armed forces, or is serving in the United States Air Force, Army, Navy, or Marines should be aware of the following:

- 1. A leave of absence to receive a physical examination or be inducted into the military can be granted if the employee submits a written request for such leave and notification to report to the supervisor before departing for duty. If sick leave time is available, an employee may use up to three (3) days of paid leave for this purpose.
- 2. Military personnel are entitled to a short-term leave of absence with pay for periods not to exceed 31 calendar and/or 22 working days each calendar year plus up to three (3) travel days if necessary.
- 3. During this period of thirty-one (31) calendar days and/or twenty-two (22) working days or less of service, the employee may also receive pay for military service with no effect on pay from the County. The employee is required to submit a copy of military orders or other statements in writing from the appropriate military authority as evidence of a call to service.

The time an employee serves on short-term leave of absence for military service will be counted as full service time when computing sick leave credits.

- 4. If an employee serves in an "active duty" status for more than 22 working days or 31 calendar days, he/she will be considered to be long-term military leave of absence without pay. Employees must have been working for Montgomery County for at least 90 calendar days to be granted this status. The employee on long-term military leave will receive the difference between his/her gross monthly wage or salary as a County employee and the sum of his/her gross uniformed pay and allowances received that month, for a period not to exceed three hundred and sixty-five (365) calendar days, including the short-term leave period. Sick leave will not be accrued during a long-term military leave of absence without pay. However, for purposes of retirement and seniority, time in active duty will be accredited to the employee's

service record in accordance with Paragraph 5.

4. If an employee has been on long-term military leave of absence and is then separated or discharged under honorable conditions from the service, he/she may, through the Human Resources Director, request reemployment with Montgomery County. This request must be in writing and must be submitted within 90 calendar days of release from active duty. The County will then return him/her to either his/her former position or one of like responsibility with full seniority rights, wage adjustments, step increases or other benefits that would have been due as though he/she had been actively employed at the County.
5. All other benefits will be granted in accordance with applicable policies and procedures instituted by Management.

Section 6. Legal Process Section

Employees shall be paid at their regular rate of pay for time spent in jury duty or as a witness subpoenaed to offer in an action in which said employee is not a party to the action provided that all compensation received from a court for jury service or for witness fees shall be paid by the employee to the County Treasurer.

Section 7. When employees take any of the above-mentioned leaves of absence, they shall receive from Management, in writing, notice of all requirements for returning from leave. A copy of said notice shall be signed by the employee and placed in the employee's personnel record.

ARTICLE 27

HEALTH BENEFITS

Section 1. Eligibility and Coverage

All employees, excepting part-time (working twenty (20) hours or less per week), temporary, seasonal, and intermittent employees, shall be entitled to participate in the County's group health * programs in accordance with the **County's Section 125** Plan.

Employees, whose spouse also works for the County and is eligible for medical benefits under the County's plan, are not eligible to obtain double coverage under the plan. Both employee and spouse can select Employee Only, or one can select Employee plus one or Family Coverage with the other declining. In all cases any employee covered under any County health plan, either as an employee or a dependent, will not be eligible to receive the monthly waiver.

The County will contribute the following amounts to employees eligible for the waiver who choose to waive medical coverage:

Employee with no eligible dependents: \$57.50 monthly for an annual total of \$690.00

Employee with one eligible dependent: \$90.00 monthly for an annual total of \$1080.00

Employee with two or more eligible dependents: \$120.00 monthly for an annual total of \$1,440.00

Employees may contribute to * **the Flexible** * Spending Account, **either the Health Care Account or the Dependent Care Account or both**, by redirecting a portion of their pre-tax income. Such salary redirection will be subject to all provisions of IRS Chapter 125.

Section 2. **Employees who elect healthcare coverage will pay according to the following schedule:**

<u>Coverage Level</u>	<u>Monthly Payroll Deduction Effective 7/1/07</u>		<u>Monthly Payroll Deduction Effective 7/1/08</u>		<u>Monthly Payroll Deduction Effective 7/1/09</u>	
	<u>Enhanced</u>	<u>Value</u>	<u>Enhanced</u>	<u>Value</u>	<u>Enhanced</u>	<u>Value</u>
<u>Employee only</u>	<u>\$40.00</u>	<u>\$10.00</u>	<u>\$44.00</u>	<u>\$11.00</u>	<u>\$49.00</u>	<u>\$13.00</u>
<u>Employee + 1</u>	<u>\$80.00</u>	<u>\$20.00</u>	<u>\$88.00</u>	<u>\$22.00</u>	<u>\$97.00</u>	<u>\$25.00</u>
<u>Family</u>	<u>\$120.00</u>	<u>\$30.00</u>	<u>\$138.00</u>	<u>\$35.00</u>	<u>\$159.00</u>	<u>\$40.00</u>

The County will contribute the difference between the fully insured equivalent for the level of coverage elected by the employee and the employee's monthly payroll deduction.

Section 3. The County will provide **\$50,000** of group term life insurance to all employees, excepting part-time (working twenty (20) hours or less per week), temporary, seasonal and intermittent employees, for the duration of this Agreement in accordance with the Plan. Management will pay the entire cost of the group basic life insurance. Additionally, the County may provide optional supplemental term insurance which employees may choose to purchase and have the cost thereof be deducted from their normal wages through payroll deduction.

Section 4. Employee deductions and contributions will occur on a schedule of deductions established by Montgomery County.

Section 5. The benefits provided for herein shall be provided through **plans, programs or** group coverage selected by the County.

ARTICLE 28

MILEAGE & PARKING

Section 1. Employees shall receive mileage reimbursement for the authorized use of private automobiles on County business. Reimbursement forms must be filed showing the date and time of travel, location, and an accurate representation of mileage accumulated. When approved by Management, mileage will be reimbursed at thirty-two and one-half cents (32¢) per mile for this Agreement. If the Internal Revenue Service standard rate increases above thirty-two and one-half cents (32¢) per mile, the Board of County Commissioners will pay the new Internal Revenue Service rate. *

ARTICLE 29

HOURS OF WORK

- Section 1. The sole purpose of this article is to establish the basis for calculation of overtime.
- Section 2. Normal hours of work for part-time employees are the appointment designated hours for which the employee's position is authorized. Part-time employees who work a complete eight (8) hours in a day shall receive an unpaid lunch period. Employees will be notified of the appointment designated hours and any change of the appointment designated hours.
- Section 3. Management reserves the right to require extra hours. Extra hours not constituting overtime will be compensated at the straight time hourly rate.
- Section 4. Overtime will be paid at the rate of time and one-half of the regular straight time hourly rate for all required overtime worked by hourly rated employees in excess of forty (40) hours per week.
- In eligible facilities, overtime may be paid at the rate of time and one-half the straight time hourly rate for all required overtime worked by hourly rated employees in excess of eight (8) hours per day or eighty (80) hours per bi-weekly pay period.
- Section 5. Overtime premiums shall not be pyramided, compounded or paid twice for the same time worked.
- Section 6. Employees who have worked overtime for which they are entitled to pay at the rate of time and one-half may take compensatory time at the rate of time and one-half in lieu of pay at the overtime rate. Employees shall be permitted to take compensatory time within six (6) months from the date it was earned. Employees may not earn in excess of * **thirty (30)** hours times one and one-half=* **forty-five (45)** hours of compensatory time in a calendar year.
- Section 7. Only hours actually worked shall be counted for the purpose of computing entitlement to time and one-half overtime.
- Section 8. Part-time employees may elect straight time compensatory time for non-overtime extra hours worked as follows: part-time employees may earn to a maximum of forty-eight (48) straight time compensatory hours in a calendar year. This straight-time compensatory time shall be limited to a maximum of twelve (12) hours for each twenty-four (24) hours of straight time extra time worked. Part-time employees shall be permitted to take straight-time compensatory time within six (6) months from the date it was earned. This provision must be in compliance with the Fair Labor Standards Act.

ARTICLE 30

WAGES

Section 1. Contingent upon and only if tentative agreement is accepted and ratified by the union membership *, wage increases during the term of this agreement shall be as follows:

- A. Effective July 1, 2007, each step in Schedule A and B of the County's existing pay plan will increase by **three (3%)** percent. **Employees will receive a one-time lump sum payment of \$1,000.00 payable within thirty (30) days of the ratification of the contract.**
- B. Effective July 1, 2008, each step in Schedule A and B of the County's pay plan will increase by **three (3%)** percent.
- C. Effective July 1, 2009, each step in Schedule A and B of the County's pay plan will increase by **three (3%)** percent.

Section 2. Temporary Rates

Employees required to work and substantially perform the job duties in a higher classification on a temporary basis will be paid at the appropriate step in the higher pay range which represents at least a **4%** increase over the employee's present wages. Temporary rates shall apply to any member at any time he/she is required to work and substantially perform the job duties of a higher classification for an entire bi-weekly pay period or more, except those duties which are incidental to the duties set forth in the description of duties of his/her regular classification assignment. This section shall not apply to training programs.

Section 3. Weekend Shift Differential

A weekend shift differential of forty-five cents (.45¢) per hour shall be paid to part-time employees for each hour worked on a regularly scheduled shift between the hours of 6:00 a.m. Saturday and 5:59 a.m. Monday.

ARTICLE 31

EVALUATIONS AND MERIT INCREASES

- Section 1. All employees will be evaluated at least once annually, approximately thirty (30) days prior to the anniversary date.
- Section 2. Both the employee and the supervisor shall participate in the evaluations. The employee shall be given an opportunity to examine all evaluations and discuss the evaluation with his/her immediate supervisor and to sign the evaluation form to indicate that he/she has done so, although his/her signature on the form does not necessarily indicate his/her agreement with the evaluation. In the event an employee refuses to sign an evaluation form, the supervisor and the employee may each call another employee as a witness to the refusal to sign and shall sign as a witness to the employee's refusal to sign the form. Any additional comments, statements, or objections by the employee to the evaluation may be submitted on an attached memorandum, and the presence of such attachment must be noted on the evaluation form itself by the employee, and become a permanent part of the employee's record. The employee shall receive a copy of the evaluation at that time and the evaluation shall be placed in the employee's personnel file. Once an employee has signed the evaluation form, Management shall not make any further changes.
- Section 3. Less than satisfactory evaluations must be preceded by at least a written notice given when the employee's performance falls below acceptable standards. The notice will specify the areas in which the performance is not satisfactory.
- Section 4. Upon receiving a satisfactory evaluation by his/her supervisor, the employee shall be recommended for a merit increase to the next step in the progressive pay plan. *Employees are eligible for step increases, upon a satisfactory * evaluation *. When an employee receives a less than satisfactory evaluation, it may be appealed at the third step within * seven (7) calendar days of receipt of the evaluation.

ARTICLE 32

DURATION OF CONTRACT

- Section 1. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. The parties each voluntarily and unqualifiedly waive the right and each agree that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter not specifically referred to or covered in this agreement even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this agreement. All other agreements either written or verbal are hereby terminated.
- Section 2. If either party desires to modify, amend, or terminate this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration date and no later than eighty (80) calendar days prior to the expiration date of this Agreement. Such notice shall be mailed to the party by certified mail with return receipt requested. The parties shall set the date to commence negotiations within fourteen (14) days upon receiving notice above, unless the parties mutually agree otherwise.
- Section 3. This Agreement shall become effective as of ratification by both parties with the signatures of both parties, and shall remain in full force and effect for the covered employees until June 30, 2010.

ARTICLE 33

DEFINITIONS

Anniversary Date of Hire for purposes of evaluation is the date of original appointment or hire or the effective date of last promotion or lateral classification change (excluding temporary upgrades or movements). An employee will be eligible for no more than one merit increase annually.

Appointment Category or appointment type means the following: part-time temporary, full-time temporary, intermittent, part-time seasonal, full-time seasonal, part-time regular, full-time regular.

Appointment Designated Hours number of hours for which an employee's position is authorized. Such hours do not include extra hours scheduled or worked.

Calendar Days any day of a calendar year, includes work days, working days, holidays, etc.

Confidential Employee means any employee determined by the Board of Montgomery County Commissioners to routinely act in a capacity having responsibility or knowledge or access to information relating to collective bargaining, personnel, personnel administration, budgetary matters, or persons who formulate or determine or effectuate management policies or labor relations policies or other subjects which can be a topic of Commission executive session.

Crewleader a bargaining unit employee who is selected to coordinate work procedures and works along with employees, but has no supervisory responsibilities.

Day means calendar day unless otherwise expressly stated.

Direct Order of Seniority from highest in seniority down to the lowest in seniority.

Employee means an individual hired or appointed by the Board of Montgomery County Commissioners. Only those employees in the appropriate bargaining unit defined in Article 3, Recognition, are covered by this Agreement.

Inverse Order of Seniority from lowest in seniority up to the highest in seniority.

Job Classification Seniority length of continuous employment in a job classification.

Lateral Classification Change a movement from one classification to another classification in the same pay range.

Management Employee means any individual who formulates policy on behalf of the County, who responsibly directs the implementation of policy, or who may reasonably be required on behalf of the County to assist in the preparation for the conduct of collective negotiations, administer collectively negotiated agreements, or have a major role in personnel administration.

Member means eligible bargaining unit member.

Nurse is defined as a Registered Nurse or a Licensed Practical Nurse.

Occurrence for purposes of sick leave is any absence from work. Separate absences of three (3) hours or less shall be accumulated on the basis that two (2) such absences shall be counted as one (1) separate absence, except that preplanned medical appointments of three (3) hours or less are not treated as an occurrence. Preplanned will typically allow for twenty four (24) hours notice.

Overall Seniority includes continuous service in any appointment category since last date of hire. Service in appointment categories lower than full-time regular shall be prorated.

Overtime is defined as work in excess of forty (40) hours a week; or in excess of eight (8) hours in a day or eighty (80) hours in a bi-weekly pay period in eligible facilities/departments; or except where modified by an agreement between Management and the Union.

Part-Time Appointment Category a position in which the incumbent works some part of each bi-weekly pay period and works more than 520 hours annually and less than 2080 hours annually.

Part-Time Irregular Scheduled positions in which incumbents work an irregular schedule or work less than the normal number of working days per bi-weekly pay period.

Part-Time Regular Scheduled positions in which incumbents work a portion of each normal working day. (Employees normally working a schedule of 10 days of a 14 day bi-weekly pay period are part-time regular scheduled.)

Premium Pay pay at or in excess of the regular base rate for work performed, remaining available for work on specified times or days, or for stipulated times and/or events which are provided by policy or Collective Bargaining Agreement but not by Federal or State Law. Example: Holiday pay. Maximum compensation will be time and one-half straight time hourly rate for any combination(s) of premium and/or overtime pay.

Probationary Period for Part-Time Employees part-time employees who work a portion of each normal working day shall have their probationary period determined by the number of calendar days following appointment in the same manner as full-time employees. Employees who work an irregular schedule or who work less than the normal number of working days per week shall have their probationary period determined on the basis of time actually worked, with 700 hours equaling 120 calendar days and 350 hours equaling 60 calendar days.

Promotion is defined as the advancement of an employee to a position which is assigned a higher pay range than the one currently held by the employee.

Pyramiding combining overtime and premium rates to make an excessive overtime rate. Maximum compensation will be time and one-half straight time hourly rate for any combination(s) of premium and/or overtime pay.

Straight Time Hourly Rate regular wage or hourly rate of pay an employee receives for regular hours, exclusive of overtime hours or premium pay or other pay supplements.

Supervisor means any individual who has authority, in the interest of the County to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other public employees, to responsibly direct them; to adjust their grievances, or to effectively recommend such action, if the exercise of that authority is not of merely routine or clerical nature but requires the use of independent judgment.

Temporary for a limited time only and not intended to be permanent.

Transfer a movement from one position to another position within the same classification, same appointment category.

Union Member means an employee who pays dues to Local 101, AFSCME, American Federation of State, County, and Municipal Employees, A.F.L.-C.I.O.

Vacancy is defined as an unfilled position for which the Board has approved recruitment.

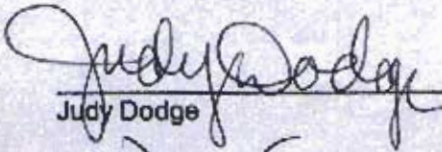
MISCELLANEOUS

The County will provide health * **benefits** to eligible part-time employees under the terms of this agreement for a period of six (6) months (180 days) when an employee is on an unpaid medical leave of absence.


Resident Aides at Country View Manor and Habilitation Providers at Stillwater Center will not be required to pass out medication.

IN WITNESS WHEREOF, the Parties to this Agreement (2007 - 2010 labor contract with The American Federation of State, County and Municipal Employees, The Dayton Public Service Union-Part-Time Bargaining Unit) have set their hands this 7th day of August, 2007.

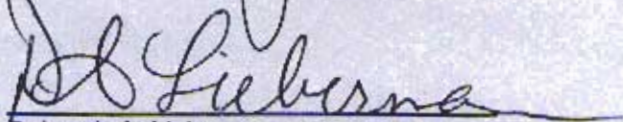
**BOARD OF COUNTY COMMISSIONERS
MONTGOMERY COUNTY, OHIO**



Judy Dodge

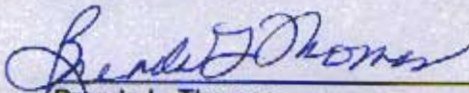


Dan Foley

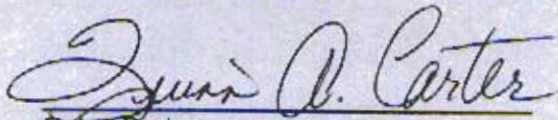


Deborah A. Lieberman

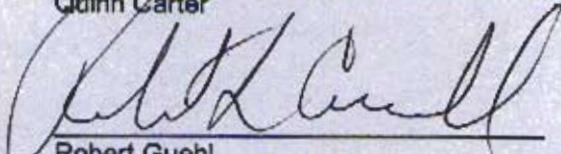
ON BEHALF OF MANAGEMENT:



Brenda L. Thomas
Chief Management Negotiator

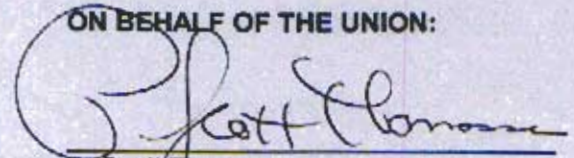


Quinn Carter



Robert Guehl
Assistant Prosecuting Attorney

ON BEHALF OF THE UNION:



P. Scott Thomasson
Chief Union Negotiator



Deborah A. Humphreys

July 1, 2007 Dayton Public Service Union (Part Time) Schedules A and B

SCHEDULE A

Step =>	0	1	2	3	4	5	6	7
Grade								
12	\$9.73	\$9.98	\$10.28	\$10.68	\$11.01	\$11.28	\$11.51	\$11.73
14	\$9.97	\$10.22	\$10.53	\$10.95	\$11.28	\$11.56	\$11.79	\$12.03
16	\$10.17	\$10.41	\$10.73	\$11.15	\$11.49	\$11.78	\$12.02	\$12.26
18	\$10.43	\$10.70	\$11.02	\$11.46	\$11.80	\$12.10	\$12.34	\$12.59
20	\$10.71	\$10.98	\$11.31	\$11.76	\$12.11	\$12.41	\$12.67	\$12.93
22	\$10.98	\$11.25	\$11.59	\$12.05	\$12.41	\$12.72	\$12.98	\$13.24
24	\$11.30	\$11.58	\$11.93	\$12.40	\$12.77	\$13.09	\$13.36	\$13.63
26	\$11.61	\$11.91	\$12.26	\$12.75	\$13.13	\$13.46	\$13.73	\$14.01
28	\$11.95	\$12.25	\$12.62	\$13.12	\$13.51	\$13.85	\$14.12	\$14.41
30	\$12.30	\$12.61	\$12.99	\$13.50	\$13.91	\$14.26	\$14.54	\$14.83
32	\$12.69	\$13.01	\$13.40	\$13.94	\$14.36	\$14.72	\$15.01	\$15.31
34	\$13.08	\$13.41	\$13.81	\$14.36	\$14.79	\$15.16	\$15.46	\$15.78
36	\$13.59	\$13.93	\$14.35	\$14.91	\$15.37	\$15.75	\$16.07	\$16.38
38	\$14.03	\$14.38	\$14.81	\$15.41	\$15.87	\$16.26	\$16.59	\$16.92
40	\$14.57	\$14.94	\$15.39	\$16.00	\$16.48	\$16.89	\$17.23	\$17.58
42	\$15.08	\$15.46	\$15.92	\$16.55	\$17.06	\$17.48	\$17.83	\$18.18
44	\$15.68	\$16.07	\$16.55	\$17.22	\$17.74	\$18.18	\$18.54	\$18.90
46	\$16.33	\$16.73	\$17.23	\$17.92	\$18.46	\$18.92	\$19.30	\$19.69
48	\$17.03	\$17.46	\$17.97	\$18.69	\$19.26	\$19.73	\$20.14	\$20.54
50	\$17.76	\$18.20	\$18.75	\$19.50	\$20.09	\$20.58	\$20.99	\$21.42
52	\$18.51	\$18.97	\$19.55	\$20.32	\$20.94	\$21.45	\$21.89	\$22.32
54	\$19.32	\$19.81	\$20.40	\$21.22	\$21.86	\$22.40	\$22.86	\$23.31
56	\$20.22	\$20.72	\$21.35	\$22.20	\$22.87	\$23.44	\$23.91	\$24.39
58	\$21.19	\$21.72	\$22.37	\$23.27	\$23.97	\$24.57	\$25.06	\$25.55
60	\$22.19	\$22.74	\$23.42	\$24.36	\$25.09	\$25.72	\$26.23	\$26.76
62	\$23.30	\$23.89	\$24.60	\$25.59	\$26.35	\$27.01	\$27.55	\$28.10

SCHEDULE B

Step =>	0	1	2	3	4	5	6	7
Grade								
13	\$12.14	\$12.45	\$12.82	\$13.34	\$13.73	\$14.08	\$14.36	\$14.64
15	\$12.35	\$12.66	\$13.04	\$13.57	\$13.97	\$14.32	\$14.61	\$14.89
17	\$12.52	\$12.83	\$13.21	\$13.75	\$14.16	\$14.51	\$14.80	\$15.10
19	\$12.76	\$13.08	\$13.47	\$14.01	\$14.43	\$14.79	\$15.09	\$15.40
21	\$13.01	\$13.34	\$13.74	\$14.29	\$14.72	\$15.08	\$15.39	\$15.69
23	\$13.21	\$13.54	\$13.96	\$14.51	\$14.95	\$15.32	\$15.63	\$15.93
25	\$13.46	\$13.80	\$14.21	\$14.78	\$15.23	\$15.61	\$15.92	\$16.24
27	\$13.75	\$14.09	\$14.51	\$15.10	\$15.55	\$15.93	\$16.25	\$16.58
29	\$14.05	\$14.40	\$14.83	\$15.43	\$15.89	\$16.28	\$16.61	\$16.94
31	\$14.34	\$14.70	\$15.14	\$15.75	\$16.22	\$16.62	\$16.95	\$17.29
33	\$14.68	\$15.04	\$15.49	\$16.11	\$16.59	\$17.02	\$17.36	\$17.70
35	\$15.00	\$15.37	\$15.83	\$16.46	\$16.95	\$17.38	\$17.73	\$18.08
37	\$15.43	\$15.82	\$16.29	\$16.94	\$17.45	\$17.89	\$18.24	\$18.61
39	\$15.80	\$16.19	\$16.69	\$17.35	\$17.87	\$18.31	\$18.68	\$19.06
41	\$16.26	\$16.67	\$17.17	\$17.86	\$18.40	\$18.85	\$19.23	\$19.62
43	\$16.70	\$17.11	\$17.62	\$18.32	\$18.88	\$19.35	\$19.73	\$20.14
45	\$17.20	\$17.63	\$18.16	\$18.88	\$19.45	\$19.94	\$20.33	\$20.74
47	\$17.76	\$18.20	\$18.75	\$19.50	\$20.09	\$20.58	\$20.99	\$21.42
49	\$18.35	\$18.81	\$19.37	\$20.15	\$20.75	\$21.27	\$21.69	\$22.13
51	\$18.96	\$19.44	\$20.01	\$20.82	\$21.44	\$21.98	\$22.41	\$22.87
53	\$19.58	\$20.06	\$20.67	\$21.50	\$22.13	\$22.69	\$23.14	\$23.61
55	\$20.30	\$20.81	\$21.43	\$22.29	\$22.96	\$23.53	\$24.00	\$24.47
57	\$21.06	\$21.59	\$22.24	\$23.12	\$23.82	\$24.41	\$24.91	\$25.40
59	\$21.85	\$22.40	\$23.07	\$23.99	\$24.71	\$25.33	\$25.83	\$26.36
61	\$22.73	\$23.30	\$24.00	\$24.97	\$25.71	\$26.36	\$26.88	\$27.42

July 1, 2008 Dayton Public Service Union (Part Time) Schedules A and B

SCHEDULE A

Step =>	0	1	2	3	4	5	6	7
Grade								
12	\$10.02	\$10.28	\$10.59	\$11.00	\$11.34	\$11.62	\$11.86	\$12.08
14	\$10.27	\$10.53	\$10.85	\$11.28	\$11.62	\$11.91	\$12.14	\$12.39
16	\$10.48	\$10.72	\$11.05	\$11.48	\$11.83	\$12.13	\$12.38	\$12.63
18	\$10.74	\$11.02	\$11.35	\$11.80	\$12.15	\$12.46	\$12.71	\$12.97
20	\$11.03	\$11.31	\$11.65	\$12.11	\$12.47	\$12.78	\$13.05	\$13.32
22	\$11.31	\$11.59	\$11.94	\$12.41	\$12.78	\$13.10	\$13.37	\$13.64
24	\$11.64	\$11.93	\$12.29	\$12.77	\$13.15	\$13.48	\$13.76	\$14.04
26	\$11.96	\$12.27	\$12.63	\$13.13	\$13.52	\$13.86	\$14.14	\$14.43
28	\$12.31	\$12.62	\$13.00	\$13.51	\$13.92	\$14.27	\$14.54	\$14.84
30	\$12.67	\$12.99	\$13.38	\$13.91	\$14.33	\$14.69	\$14.98	\$15.27
32	\$13.07	\$13.40	\$13.80	\$14.36	\$14.79	\$15.16	\$15.46	\$15.77
34	\$13.47	\$13.81	\$14.22	\$14.79	\$15.23	\$15.61	\$15.92	\$16.25
36	\$14.00	\$14.35	\$14.78	\$15.36	\$15.83	\$16.22	\$16.55	\$16.87
38	\$14.45	\$14.81	\$15.25	\$15.87	\$16.35	\$16.75	\$17.09	\$17.43
40	\$15.01	\$15.39	\$15.85	\$16.48	\$16.97	\$17.40	\$17.75	\$18.11
42	\$15.53	\$15.92	\$16.40	\$17.05	\$17.57	\$18.00	\$18.36	\$18.73
44	\$16.15	\$16.55	\$17.05	\$17.74	\$18.27	\$18.73	\$19.10	\$19.47
46	\$16.82	\$17.23	\$17.75	\$18.46	\$19.01	\$19.49	\$19.88	\$20.28
48	\$17.54	\$17.98	\$18.51	\$19.25	\$19.84	\$20.32	\$20.74	\$21.16
50	\$18.29	\$18.75	\$19.31	\$20.09	\$20.69	\$21.20	\$21.62	\$22.06
52	\$19.07	\$19.54	\$20.14	\$20.93	\$21.57	\$22.09	\$22.55	\$22.99
54	\$19.90	\$20.40	\$21.01	\$21.86	\$22.52	\$23.07	\$23.55	\$24.01
56	\$20.83	\$21.34	\$21.99	\$22.87	\$23.56	\$24.14	\$24.63	\$25.12
58	\$21.83	\$22.37	\$23.04	\$23.97	\$24.69	\$25.31	\$25.81	\$26.32
60	\$22.86	\$23.42	\$24.12	\$25.09	\$25.84	\$26.49	\$27.02	\$27.56
62	\$24.00	\$24.61	\$25.34	\$26.36	\$27.14	\$27.82	\$28.38	\$28.94

SCHEDULE B

Step =>	0	1	2	3	4	5	6	7
Grade								
13	\$12.50	\$12.82	\$13.20	\$13.74	\$14.14	\$14.50	\$14.79	\$15.08
15	\$12.72	\$13.04	\$13.43	\$13.98	\$14.39	\$14.75	\$15.05	\$15.34
17	\$12.90	\$13.21	\$13.61	\$14.16	\$14.58	\$14.95	\$15.24	\$15.55
19	\$13.14	\$13.47	\$13.87	\$14.43	\$14.86	\$15.23	\$15.54	\$15.86
21	\$13.40	\$13.74	\$14.15	\$14.72	\$15.16	\$15.53	\$15.85	\$16.16
23	\$13.61	\$13.95	\$14.38	\$14.95	\$15.40	\$15.78	\$16.10	\$16.41
25	\$13.86	\$14.21	\$14.64	\$15.22	\$15.69	\$16.08	\$16.40	\$16.73
27	\$14.16	\$14.51	\$14.95	\$15.55	\$16.02	\$16.41	\$16.74	\$17.08
29	\$14.47	\$14.83	\$15.27	\$15.89	\$16.37	\$16.77	\$17.11	\$17.45
31	\$14.77	\$15.14	\$15.59	\$16.22	\$16.71	\$17.12	\$17.46	\$17.81
33	\$15.12	\$15.49	\$15.95	\$16.59	\$17.09	\$17.53	\$17.88	\$18.23
35	\$15.45	\$15.83	\$16.30	\$16.95	\$17.46	\$17.90	\$18.26	\$18.62
37	\$15.89	\$16.29	\$16.78	\$17.45	\$17.97	\$18.43	\$18.79	\$19.17
39	\$16.27	\$16.68	\$17.19	\$17.87	\$18.41	\$18.86	\$19.24	\$19.63
41	\$16.75	\$17.17	\$17.69	\$18.40	\$18.95	\$19.42	\$19.81	\$20.21
43	\$17.20	\$17.62	\$18.15	\$18.87	\$19.45	\$19.93	\$20.32	\$20.74
45	\$17.72	\$18.16	\$18.70	\$19.45	\$20.03	\$20.54	\$20.94	\$21.36
47	\$18.29	\$18.75	\$19.31	\$20.09	\$20.69	\$21.20	\$21.62	\$22.06
49	\$18.90	\$19.37	\$19.95	\$20.75	\$21.37	\$21.91	\$22.34	\$22.79
51	\$19.53	\$20.02	\$20.61	\$21.44	\$22.08	\$22.64	\$23.08	\$23.56
53	\$20.17	\$20.66	\$21.29	\$22.15	\$22.79	\$23.37	\$23.83	\$24.32
55	\$20.91	\$21.43	\$22.07	\$22.96	\$23.65	\$24.24	\$24.72	\$25.20
57	\$21.69	\$22.24	\$22.91	\$23.81	\$24.53	\$25.14	\$25.66	\$26.16
59	\$22.51	\$23.07	\$23.76	\$24.71	\$25.45	\$26.09	\$26.60	\$27.15
61	\$23.41	\$24.00	\$24.72	\$25.72	\$26.48	\$27.15	\$27.69	\$28.24

July 1, 2009 Dayton Public Service Union (Part Time) Schedules A and B

SCHEDULE A

Step =>	0	1	2	3	4	5	6	7
Grade								
12	\$10.32	\$10.59	\$10.91	\$11.33	\$11.68	\$11.97	\$12.22	\$12.44
14	\$10.58	\$10.85	\$11.18	\$11.62	\$11.97	\$12.27	\$12.50	\$12.76
16	\$10.79	\$11.04	\$11.38	\$11.82	\$12.18	\$12.49	\$12.75	\$13.01
18	\$11.06	\$11.35	\$11.69	\$12.15	\$12.51	\$12.83	\$13.09	\$13.36
20	\$11.36	\$11.65	\$12.00	\$12.47	\$12.84	\$13.16	\$13.44	\$13.72
22	\$11.65	\$11.94	\$12.30	\$12.78	\$13.16	\$13.49	\$13.77	\$14.05
24	\$11.99	\$12.29	\$12.66	\$13.15	\$13.54	\$13.88	\$14.17	\$14.46
26	\$12.32	\$12.64	\$13.01	\$13.52	\$13.93	\$14.28	\$14.56	\$14.86
28	\$12.68	\$13.00	\$13.39	\$13.92	\$14.34	\$14.70	\$14.98	\$15.29
30	\$13.05	\$13.38	\$13.78	\$14.33	\$14.76	\$15.13	\$15.43	\$15.73
32	\$13.46	\$13.80	\$14.21	\$14.79	\$15.23	\$15.61	\$15.92	\$16.24
34	\$13.87	\$14.22	\$14.65	\$15.23	\$15.69	\$16.08	\$16.40	\$16.74
36	\$14.42	\$14.78	\$15.22	\$15.82	\$16.30	\$16.71	\$17.05	\$17.38
38	\$14.88	\$15.25	\$15.71	\$16.35	\$16.84	\$17.25	\$17.60	\$17.95
40	\$15.46	\$15.85	\$16.33	\$16.97	\$17.48	\$17.92	\$18.28	\$18.65
42	\$16.00	\$16.40	\$16.89	\$17.56	\$18.10	\$18.54	\$18.91	\$19.29
44	\$16.63	\$17.05	\$17.56	\$18.27	\$18.82	\$19.29	\$19.67	\$20.05
46	\$17.32	\$17.75	\$18.28	\$19.01	\$19.58	\$20.07	\$20.48	\$20.89
48	\$18.07	\$18.52	\$19.07	\$19.83	\$20.44	\$20.93	\$21.36	\$21.79
50	\$18.84	\$19.31	\$19.89	\$20.69	\$21.31	\$21.84	\$22.27	\$22.72
52	\$19.64	\$20.13	\$20.74	\$21.56	\$22.22	\$22.75	\$23.23	\$23.68
54	\$20.50	\$21.01	\$21.64	\$22.52	\$23.20	\$23.76	\$24.26	\$24.73
56	\$21.45	\$21.98	\$22.65	\$23.56	\$24.27	\$24.86	\$25.37	\$25.87
58	\$22.48	\$23.04	\$23.73	\$24.69	\$25.43	\$26.07	\$26.58	\$27.11
60	\$23.55	\$24.12	\$24.84	\$25.84	\$26.62	\$27.28	\$27.83	\$28.39
62	\$24.72	\$25.35	\$26.10	\$27.15	\$27.95	\$28.65	\$29.23	\$29.81

SCHEDULE B

Step =>	0	1	2	3	4	5	6	7
Grade								
13	\$12.88	\$13.20	\$13.60	\$14.15	\$14.56	\$14.94	\$15.23	\$15.53
15	\$13.10	\$13.43	\$13.83	\$14.40	\$14.82	\$15.19	\$15.50	\$15.80
17	\$13.29	\$13.61	\$14.02	\$14.58	\$15.02	\$15.40	\$15.70	\$16.02
19	\$13.53	\$13.87	\$14.29	\$14.86	\$15.31	\$15.69	\$16.01	\$16.34
21	\$13.80	\$14.15	\$14.57	\$15.16	\$15.61	\$16.00	\$16.33	\$16.64
23	\$14.02	\$14.37	\$14.81	\$15.40	\$15.86	\$16.25	\$16.58	\$16.90
25	\$14.28	\$14.64	\$15.08	\$15.68	\$16.16	\$16.56	\$16.89	\$17.23
27	\$14.58	\$14.95	\$15.40	\$16.02	\$16.50	\$16.90	\$17.24	\$17.59
29	\$14.90	\$15.27	\$15.73	\$16.37	\$16.86	\$17.27	\$17.62	\$17.97
31	\$15.21	\$15.59	\$16.06	\$16.71	\$17.21	\$17.63	\$17.98	\$18.34
33	\$15.57	\$15.95	\$16.43	\$17.09	\$17.60	\$18.06	\$18.42	\$18.78
35	\$15.91	\$16.30	\$16.79	\$17.46	\$17.98	\$18.44	\$18.81	\$19.18
37	\$16.37	\$16.78	\$17.28	\$17.97	\$18.51	\$18.98	\$19.35	\$19.75
39	\$16.76	\$17.18	\$17.71	\$18.41	\$18.96	\$19.43	\$19.82	\$20.22
41	\$17.25	\$17.69	\$18.22	\$18.95	\$19.52	\$20.00	\$20.40	\$20.82
43	\$17.72	\$18.15	\$18.69	\$19.44	\$20.03	\$20.53	\$20.93	\$21.36
45	\$18.25	\$18.70	\$19.26	\$20.03	\$20.63	\$21.16	\$21.57	\$22.00
47	\$18.84	\$19.31	\$19.89	\$20.69	\$21.31	\$21.84	\$22.27	\$22.72
49	\$19.47	\$19.95	\$20.55	\$21.37	\$22.01	\$22.57	\$23.01	\$23.47
51	\$20.12	\$20.62	\$21.23	\$22.08	\$22.74	\$23.32	\$23.77	\$24.27
53	\$20.78	\$21.28	\$21.93	\$22.81	\$23.47	\$24.07	\$24.54	\$25.05
55	\$21.54	\$22.07	\$22.73	\$23.65	\$24.36	\$24.97	\$25.46	\$25.96
57	\$22.34	\$22.91	\$23.60	\$24.52	\$25.27	\$25.89	\$26.43	\$26.94
59	\$23.19	\$23.76	\$24.47	\$25.45	\$26.21	\$26.87	\$27.40	\$27.96
61	\$24.11	\$24.72	\$25.46	\$26.49	\$27.27	\$27.96	\$28.52	\$29.09

July 1, 2007 Job and Family Services Part-Time Schedules A and B

Schedule	Step =>	0	1	2	3	4	5	6	7
A	1	\$10.51	\$10.76	\$11.09	\$11.54	\$11.88	\$12.17	\$12.42	\$12.67
	2	\$11.06	\$11.33	\$11.67	\$12.14	\$12.50	\$12.81	\$13.07	\$13.34
	3	\$11.64	\$11.93	\$12.29	\$12.78	\$13.16	\$13.49	\$13.76	\$14.04
	4	\$12.22	\$12.52	\$12.90	\$13.42	\$13.82	\$14.16	\$14.45	\$14.74
	5	\$12.74	\$13.06	\$13.45	\$13.99	\$14.41	\$14.77	\$15.06	\$15.36

B	25	\$12.74	\$13.06	\$13.45	\$13.99	\$14.41	\$14.77	\$15.06	\$15.36
	26	\$13.34	\$13.67	\$14.08	\$14.65	\$15.08	\$15.46	\$15.77	\$16.08
	27	\$14.55	\$14.91	\$15.36	\$15.98	\$16.46	\$16.87	\$17.20	\$17.55
	28	\$15.72	\$16.11	\$16.59	\$17.26	\$17.78	\$18.22	\$18.59	\$18.96
	29	\$17.17	\$17.60	\$18.13	\$18.86	\$19.42	\$19.91	\$20.30	\$20.71

July 1, 2008 Job and Family Services Part-Time Schedules A and B

Schedule	Step =>	0	1	2	3	4	5	6	7
A	1	\$10.83	\$11.08	\$11.42	\$11.89	\$12.24	\$12.54	\$12.79	\$13.05
	2	\$11.39	\$11.67	\$12.02	\$12.50	\$12.88	\$13.19	\$13.46	\$13.74
	3	\$11.99	\$12.29	\$12.66	\$13.16	\$13.55	\$13.89	\$14.17	\$14.46
	4	\$12.59	\$12.90	\$13.29	\$13.82	\$14.23	\$14.58	\$14.88	\$15.18
	5	\$13.12	\$13.45	\$13.85	\$14.41	\$14.84	\$15.21	\$15.51	\$15.82

B	25	\$13.12	\$13.45	\$13.85	\$14.41	\$14.84	\$15.21	\$15.51	\$15.82
	26	\$13.74	\$14.08	\$14.50	\$15.09	\$15.53	\$15.92	\$16.24	\$16.56
	27	\$14.99	\$15.36	\$15.82	\$16.46	\$16.95	\$17.38	\$17.72	\$18.08
	28	\$16.19	\$16.59	\$17.09	\$17.78	\$18.31	\$18.77	\$19.15	\$19.53
	29	\$17.69	\$18.13	\$18.67	\$19.43	\$20.00	\$20.51	\$20.91	\$21.33

July 1, 2009 Job and Family Services Part-Time Schedules A and B

Schedule	Step =>	0	1	2	3	4	5	6	7
A	1	\$11.15	\$11.41	\$11.76	\$12.25	\$12.61	\$12.92	\$13.17	\$13.44
	2	\$11.73	\$12.02	\$12.38	\$12.88	\$13.27	\$13.59	\$13.86	\$14.15
	3	\$12.35	\$12.66	\$13.04	\$13.55	\$13.96	\$14.31	\$14.60	\$14.89
	4	\$12.97	\$13.29	\$13.69	\$14.23	\$14.66	\$15.02	\$15.33	\$15.64
	5	\$13.51	\$13.85	\$14.27	\$14.84	\$15.29	\$15.67	\$15.98	\$16.29

B	25	\$13.51	\$13.85	\$14.27	\$14.84	\$15.29	\$15.67	\$15.98	\$16.29
	26	\$14.15	\$14.50	\$14.94	\$15.54	\$16.00	\$16.40	\$16.73	\$17.06
	27	\$15.44	\$15.82	\$16.29	\$16.95	\$17.46	\$17.90	\$18.25	\$18.62
	28	\$16.68	\$17.09	\$17.60	\$18.31	\$18.86	\$19.33	\$19.72	\$20.12
	29	\$18.22	\$18.67	\$19.23	\$20.01	\$20.60	\$21.13	\$21.54	\$21.97