

**CONTRACT  
BETWEEN  
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**

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

**Part-Time Employees**

**2022-2024**

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## **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 full and part-time Montgomery County employees employed by the Board of Montgomery County Commissioners who are identified in Appendix A and Appendix B, excluding those employees who are in their initial probationary period; those employees who fall within the definition of confidential, management, nurses, and supervisory personnel as defined in Article 34, Definitions; and those employees employed in the Security Department or as Security Officers for the full term of the agreement.
- Section 2. Notwithstanding the provisions of this Article, Management, confidential, supervisory, nurses, temporary, seasonal, intermittent, and employees in the unclassified service are not included in the bargaining unit.
- Section 3. This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed to the detriment of the other party in any respect whatsoever by the consolidation, merger, sale, transfer, lease or the assignment of either party hereto, or affected, modified, altered, or changed in any respect whatsoever by any change of any kind of the ownership or management of either party hereto or of any separable, independent segment of either party hereto except to the extent that the law provides to the contrary.

### **ARTICLE 4**

#### **DUES DEDUCTIONS 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 in accordance with the Authorization/Membership check off signed by the employee/member by said employee by giving written notice of intent to revoke the dues deduction authorization to appointing authority 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.

The County acknowledges, without expressing any opinion thereon, that matters of union membership, authorization for dues, and/or P.E.O.P.L.E. deductions and revocation thereof, are matters of separate contract between the employees who are members of the Union and the Union. The County and the Union expressly agree to follow all applicable statutory and case law opinions pertaining to these matters.

Section 3. All deductions under this Article, shall be deposited via electronic Automatic Clearing House (ACH) transfer payments into the commercial bank of Ohio Council 8, AFSCME, AFL-CIO 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. The Union shall provide the Employer with authorization to make deposits into the financial institution utilized by the Union along with routing number and account number of the Union's account. It is the Union's responsibility to notify the Employer in writing of any changes to the Union's account information.

Section 4. The Union hereby agrees that it will indemnify and hold the County harmless from any and all claims, actions, demands, suits proceedings and other forms of liability, including damages and costs, brought by any employee arising from any deductions made for the purposes of complying with any provision of this Article or in reliance on any notice or dues checkoff authorization card furnished under any of the provisions of 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. In the event an employee's pay is insufficient for the dues deduction, the County will deduct the amount from the employee's next regular pay where the amount earned is sufficient. All deductions shall be electronically transmitted to the proper officers of the Union no later than ten (10) 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, 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 non-members, the name, address, social security number of each employee and the amount deducted;

The County shall also provide the following information monthly:

- C. The name of each Union member and non-member 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.

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 deduction.

- Section 8. In the event any Federal or State legislative body and/or court with mandatory jurisdiction supersedes, reverses, or modifies the United States Supreme Court ruling in *Janus v. American Federation of State, County, and Municipal Employees Council 31*, or its progeny case law, the parties hereto agree to promptly meet and negotiate limited provisions of this Article based on the new legislative or case language.

## ARTICLE 5

### UNION BUSINESS

- Section 1. The Union may select one (1) steward for each thirty (30) bargaining unit members or major fraction thereof in each department. The department in which the Steward works shall be his/her only area of permissible activity. The steward's name and department shall be furnished to the County Human Resources Department 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 as chief steward for each department. In the absence of the steward assigned to the represented group, as noted above, the chief steward will have the same privileges as the steward, with the added responsibility of representing stewards assigned to his/her specific department. 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 his/her 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 and to be present at Labor/Management meetings. Such leave will be granted pursuant to Article 13, Section 1 and 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. Chapter Chairs, Vice-Chairs and/or Stewards who drive a County vehicle for work may use that vehicle to attend disciplinary meetings, grievance hearings or Labor-Management meetings during the course of the work day.
- Section 7. The 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 he/she 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 of the Union shall make his/her presence at the facility known to Management prior to contacting employees. The Staff Representative of the Union shall not interfere with any employee's

work assignment.

- Section 8. The Union shall designate one (1) Chapter Chairperson for the Montgomery County Department of Job and Family Services/Business Services, one (1) Chapter Chairperson for Stillwater Center, and one (1) Chapter Chairperson for all other departments under the Board of County Commissioners who shall have the privileges accorded to a chief steward, steward or Staff Representative when it is known that the steward or Staff Representative will be absent or unavailable. Additionally, the Union may appoint a Vice-Chair for each Chairperson position who shall have the privileges accorded to a Chairperson when it is known that the Chairperson will be absent or unavailable.
- Section 9. 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 to be absent from their jobs shall not exceed seventy-five (75) hours annually for stewards, one hundred (100) hours annually for chief stewards, and one hundred fifty (150) hours annually for the Chapter Chairpersons, 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 10. If the Union bargaining team exceeds six (6) employees, no employee shall receive more than one hundred (100) hours, including travel time, leave with pay for the purposes of time spent in Agreement negotiating sessions. Leave without pay may be granted for any time in excess of one hundred (100) hours for the purposes of time spent in Agreement negotiating sessions. If the Union bargaining team remains at six (6) or less employees, time off for negotiations shall be subject to the negotiated ground rules.
- Section 11. Management agrees to allow the Union one-half (½) hour during the new employee orientation program to present an explanation of Union procedures and to answer questions. Management will provide the names and department of each new hire at least forty-eight (48) hours prior to orientation, if possible, or as agreed upon with the chapter chairperson or steward.
- Section 12. Designated Union officials, including stewards, will have their parking paid when attending labor/management meetings and grievance meetings at the County Administration Building.
- Section 13. Subject to approval by Management based on operational requirements, the Union may have a maximum of ninety-six (96) hours of paid leave per calendar year to be divided among Chapter Chairpersons, Vice Chairpersons, and stewards for the purpose of attending training functions. The leave shall be requested no later than seven (7) calendar days prior to commencement of said leave.
- Section 14. The County will ensure that each County Chairperson is provided with the use of a secure file cabinet.

## **ARTICLE 6**

### **FILLING OF VACANCIES**

- Section 1. A notice of all vacancies shall be posted electronically in the employer's job board for a minimum of five (5) working days. Additionally, a vacancy list will be sent to the Union and a poster with the QR code for the employer's job board capturing current vacancies will be posted in locations agreed to by Management and the Union. The notice will show the job classification, rate of pay, and job location. Those individuals who wish to be considered for the posted job must file an electronic application with the Human Resources Department

by the before 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. Any individual who has active discipline shall not be automatically disqualified from applying for filling a posted vacancy.
- Section 3. Due to the nature of a position and in order to prevent an interruption of a service, the County shall have the right to fill a position and make transfers on a temporary basis until such time as the selection of an individual is made to fill the position. As much as practicable, Management will limit such temporary assignments to forty-five (45) working days. The position shall be posted by the County if there is a need to fill the temporary position after forty-five (45) working days except in cases of vacancy resulting from approved leave.
- Section 4. 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 5. 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) day probationary period except for professional positions as defined by ORC 4117.01 all Job and Family Services employees, and all Business Services-Workforce employees and the classifications of Animal Care and Control Officer and Animal Care Provider for which the probationary period shall be one hundred eighty (180) days. 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. Probationary reductions are only grievable to the third step. Probation and probationary periods shall be governed by Article 8, Section 5.
- Section 6. Any individual who is unable to perform the work assigned while in the new position and is returned to his/her former classification under Section 5 above shall be given written notice regarding the reasons he/she is being returned to the former classification.
- Section 7. 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 8. An individual in their initial probationary period may apply for a promotion or a lateral classification change. Prior to appointment the individual must resign from his current position, and 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, within the same department, desires a transfer, a completed application shall be submitted to the Human Resources 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 except Job and Family Services and Business Services-Workforce where the probationary period will



be ninety (90) days. Probationary periods may be extended at the discretion of Management. Mandatory transfers do not require a probationary period.

Section 2. When a vacant position is posted on another shift within the same classification and at the same work location, employees desiring a transfer to that shift shall submit an application, if written, 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. 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. The simplified bidding procedure may encompass more than a single location.

## **ARTICLE 8**

### **SENIORITY and PROBATION**

Section 1. Seniority shall, for the purpose of this Agreement, be defined as an employee's length of continuous full-time service since their last date of hire, including time on leave of absence without pay for illness or injury. 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. Every three (3) months, 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 an initial 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 an initial probationary employee upon the date of their employment, and remains so until they have successfully completed their required initial probationary period. The required initial probationary period shall be one hundred

twenty (120) days except for professional employees all Job and Family Services (JFS) employees, all Business Services-Workforce employees, and the classifications of Animal Care and Control Officer and Animal Care Provider whose initial probationary period will be one hundred eighty (180) days.

The initial 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 initial 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 and anniversary date 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:
  - 1. Transferred employees (voluntary):
    - a. sixty (60) days, except ninety (90) for JFS, and Business Services-Workforce. (Mandatory transfers do not require probation.)
  - 2. Promoted or lateral classification change employees:
    - a. one hundred twenty (120) days except for professional employees whose probationary period is one hundred eighty (180) days.
    - b. All Job and Family Services and Business Services-Workforce promotional or lateral classification change probationary periods shall be one hundred eighty (180) days.
    - c. The classifications of Animal Care and Control Officer and Animal Care Provider shall have a probationary period of 180 days.

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, approved breaks in service, or performance-related issues.

Upon the successful completion of the special probationary period for a promotion or upgrade, the employee's anniversary date shall be retroactive to the date of the promotion or upgrade. Upon the successful completion of the special probationary period for a transfer or lateral classification change, the anniversary date shall remain the same.

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 position 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 positions, and unless there is a lay-off involved, the bumping procedure shall not apply.

- C. It is agreed that all persons in an initial probationary status are excluded from coverage of this Agreement.

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.

Section 7. On or around January 15 the County shall provide one (1) copy of the seniority list to the Staff Representative and one (1) copy to each Chapter Chairperson.

## **ARTICLE 9**

### **LAY-OFF AND RECALL**

Section 1. Lay Off/Abolishment

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.

Employees will be laid off from the affected classification in accordance to their overall seniority 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. Affected employees will be given ten (10) working days' notice of a lay-off.

Section 2. Displacement Rights

An employee whose position is abolished, who is subject to lay off, or who is displaced as a result of lay off/abolishment shall have the right to fill an available vacancy in the same classification or lower classification within the classification series within the layoff district. If there are no current vacant positions in the classification, an employee with more retention points may displace the employee with the fewest retention points in the same classification. If the employee has no right to displace within the classification and there exists lower classifications within a class series, an employee with more retention points may displace the employee with the fewest retention points in the next or subsequently lower classifications within the classification series. If the employee has no right to displace within their current classification or within the classification series, the affected employee may displace an employee with fewer retention points in another classification held by the affected employee within the past two (2) years. Retention points shall be based upon seniority only.

Section 3. Recall

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 he/she held prior to being laid off in the event it subsequently becomes available. 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 their 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.

Section 4. Lay Off Districts:

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

1. Environmental Services Department  
Includes: Water Services and Solid Waste Services
2. Administrative Services Department  
Includes: Facilities Management, Purchasing/Central Services
3. Job and Family Services Department
4. Stillwater Center
5. Business Services Department  
Includes: Animal Resource Center, Community and Economic Development, Workforce

Rights of employees under this Article shall be confined to the layoff district within which the layoff and/or abolishment occurs.

Section 5. COBRA

Employees who are terminated (except for gross misconduct) may purchase the County's health care benefits covered in Article 28 through the Consolidated Omnibus Budget Reconciliation Act (COBRA). Upon separation from employment with Montgomery County, COBRA information will be mailed to the employee by the COBRA Administrator.

**ARTICLE 10**

**REST PERIODS**

Section 1. All employees shall be entitled to a rest period of fifteen (15) minutes in each half of their shift, provided that they shall have worked at least one (1) hour of that half shift. Employees may leave their work station to take their rest period in designated areas provided that they can return to their work station within the fifteen (15) minute period. Rest periods 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 file or electronic file 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 Human Resources Department. The employee shall bear all costs associated with duplication when the request is unreasonable or excessive. Upon request the County will provide electronic access to all personnel files and/or electronic copies at no cost.

## **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 seven (7) actual working 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. The grievance may be delivered in person or electronically.

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 seven (7) actual working 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 and/or staff representative in attendance at the meeting if he/she so requests. The manager and/or immediate supervisor shall hold a meeting within seven (7) actual working days after the grievance is presented to him/her in writing.

The manager/supervisor shall reply to the employee within seven (7) actual working 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) working 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) working 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 representative within the department, within seven (7) working days following receipt of the answer from the first step or seven (7) working 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) working days of receipt of the grievance. The Union may request that a representative from a neutral division or department serve as the hearing officer. Management will determine the neutral division or department. The hearing officer shall reply to the employee within seven (7) actual working days from the termination of the meeting. If the employee does not receive a satisfactory reply to his/her written grievance within seven (7) working days, or if the employee receives no reply to his/her written grievance at the end of the seven (7) working days, his/her grievance may be taken to Step 3 of the grievance procedure within seven (7) working 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) working 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 Human Resources Director, or his/her nominee, shall reply to the employee in writing within ten (10) actual working days from the termination of the meeting.
- Step 4. If the grievance is not settled at Step 3, either party may request an additional meeting including the parties' legal counsel in an effort to reach resolution within fifteen (15) working days after receipt of the County Human Resources Director or their nominee's answer in Step 3 or the use of FMCS or SERB at no cost to either party.

Section 5. Step 5. Arbitration.

- A. If the Step 4 meeting is rejected by either party or the results of the meeting prove unsuccessful, the Union may refer the grievance to binding arbitration by notice in writing the American Arbitration Association (AAA) requesting a panel of five (5) arbitrators with a copy to the Human Resources Director, postmarked within thirty (30) working days following receipt of the Human Resources Director's answer in Step 3. 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 party requesting arbitration shall strike the first name, the other party 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. Selection of the arbitrator and scheduling of the arbitration hearing shall be completed within forty-five (45) calendar days after the request for the arbitration panel is sent unless an extension is mutually agreed upon. Either party may reject one (1) calendar submitted

to the parties by AAA. The parties will schedule cases involving discharge as soon as possible.

- C. 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 Stillwater Center, the Arbitrator does not have the authority to modify the removal of the employee committing such abuse.
- D. 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.
- E. Two or more grievances may not be joined or consolidated for hearing by an arbitrator except upon agreement of both parties.

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 or Federal Mediation and Conciliation Services (FMCS).

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, working day means a day Monday through Friday that is not a County holiday.

Section 8. If an arbitrator's decision awards the payment of back wages covering the period of the employee's separation from the Employer's payroll, the amount so awarded shall be less any unemployment compensation (unless the employee is required to return unemployment compensation payments) or earned wages from any other state, county, or municipal agency.

### **ARTICLE 13**

#### **LABOR MANAGEMENT COMMITTEE**

Section 1. In the interest of sound industrial relations, joint department committees of six (6) 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. Divisional level meetings may also be held monthly, or as otherwise mutually agreed.

Section 2. The County-wide Labor-Management Committee shall be formed consisting of twelve (12) persons; six (6) from Management and six (6) from the Union. This committee shall meet quarterly, or as otherwise mutually agreed.

Section 3. 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 acknowledgment within fifteen (15) working days after the meeting of any areas of concern. Proper subject matters to be discussed in a Labor-Management Committee meeting may include, but are not limited to:

- A. An alleged violation of an employee or group of employees 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. Discussion of case loads within the Job and Family Services Department.
- E. 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 disciplinary action will be initiated within thirty-five (35) days, after the date of the pre-disciplinary meeting. The parties agree that the timeline may be extended by written notice of either party. It is agreed that the employee shall receive written notification of an investigation or pre-disciplinary notification, no later than ten (10) days following knowledge of the alleged infraction. No later than thirty (30) days following the service of the notice of investigation, the employee shall receive notification of a pre-disciplinary meeting or letter closing the investigation. All investigation and pre-disciplinary notices shall include the approximate date and description of the alleged infraction. The employer reserves the right to amend the charges/allegations.
- Section 2. The County shall follow the principles of progressive discipline. However, certain offenses, by their nature, may be severe enough to require more severe discipline, up to and including immediate discharge or other appropriate remedy.
- 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. 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. Anytime a supervisor or representative of Management conducts 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 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 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 in this format:

(on county letterhead)

DATE:

TO:

FROM:

SUBJECT: [Must be specific in nature and include date and time, if available]

A meeting is scheduled on \_\_\_\_\_ at

\_\_\_\_\_ in/at  
(date) (time)

\_\_\_\_\_ to discuss \_\_\_\_\_. (location/address)

- I WILL ATTEND THIS PRE-DISCIPLINARY MEETING.
- I REALIZE THAT THE MEETING IS REQUIRED TO ALLOW ME TO BE HEARD; HOWEVER, I CHOOSE TO WAIVE THIS MEETING.

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.

\_\_\_\_\_  
(Employee Signature) (Date/Time)

\_\_\_\_\_  
(Union Representative Signature if available) (Date/Time)

cc: Union

Section 6. If disciplinary action is given to an employee, subsequent to and in conjunction with a meeting as described in Section 5, 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. If no discipline is warranted, the employee shall be given a letter indicating the outcome of the investigation and the closing of the file.

Section 7. An employee shall be given a copy of any formal disciplinary action entered into his/her personnel record.

Section 8. An employee and the Chapter Chairperson shall be given a copy of any performance memorandums or any similar documents which are intended to be counseling tools for employees and are not intended to be disciplinary actions.

Performance Improvement Plans (PIP) will be developed between management and the employee and are subject to the grievance procedure if the PIP results in discipline. Counseling will remain active for twelve (12) months subsequent to the date of the

counseling provided no intervening counseling or discipline has occurred.

- Section 9. Removals may be appealed at the third step of the grievance procedure within seven (7) actual working days of the removal.
- Section 10. If an employee receives a suspension, such suspension shall be given in hours as defined by the employee's regularly scheduled working day. Suspensions may be appealed at the second step of the grievance procedure within seven (7) actual working days of the suspension.
- Section 11. After ten (10) years from the date of an employee passing a return to duty test or the date of the last positive drug or alcohol test, whichever date is later, a confirmed positive drug or confirmed positive alcohol test result shall be removed from the employee's file upon request of the employee and shall not be considered in subsequent determination of discipline.

## **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 race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, disability, age (40 or older) or genetic information (including family medical history).
- Section 2. Management shall not interfere with the rights of employees to become members of the Union. Management shall not discriminate against employees because of 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 race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, disability, age (40 or older) or genetic information (including family medical history).

## **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. Management must correct unsafe conditions promptly and see that all safety rules and good working methods are used by its employees.
- Section 2. It is the duty of all employees to promptly report unsafe conditions, 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. Equipment, 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. There shall be a Safety Committee in each department. The committee shall hear safety complaints, make recommendations for the prevention of accidents, establish safety training programs, and shall review all accident reports within its department. A representative from each division or major activity within a department will be a member of the Safety Committee and each division shall post a current list of safety committee members. In the Job and Family Services, Business Services, Environmental Services and Administrative Services departments, union members selected by the Union, will serve a two (2) year term, on the Department Safety Committee. In the other departments, excluding Human Resources and the Office of Management and Budget, one union member will serve on the Department Safety Committee.

## **ARTICLE 17**

### **BLOOD DONORS/WELLNESS PROGRAMS**

- 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.
- Section 2. The County shall provide release time for employees to participate in onsite Wellness Programs/appointments coordinated by the BCC Human Resources Department. When the activity is at the employee's worksite, the employee may be granted release time to participate at their worksite, as operational needs permit. If an activity is not available at the employee's worksite, release time may be granted to participate at another employer facility, as operational needs permit. In all cases supervisory approval is required.

## **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. Once the audit request is received by the County Human Resources Department, the employee shall be provided with an audit packet. The results of the position audit and/or the content of a job are not subject to the grievance procedure and are not appealable to the State Personnel Board of Review (SPBR). Upon completion a meeting may be requested by the employee or the Union to review the documentation and discuss the results. No position will be audited more than once in any twelve (12) month period. Position audits shall be completed seventy-five (75) 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 bulletin boards and/or posted electronically for a period of ten (10) consecutive work days prior to becoming effective. The employer agrees to make available to employees in the bargaining unit, the Staff Representative, and the appropriate Chapter Chairperson and Vice Chairperson a copy of work rules ten (10) consecutive work days before they become effective except in an emergency situation.
- Section 2. Once final, a copy of changed or new rules will be posted electronically and/or made available to affected absent employees upon the employee's return to work. At the time of hire, a copy of the current rules will be made available to new employees.
- Section 3. Management will provide a printed copy of the current rules upon request by an employee, Staff Representative, and/or Chapter Chairperson and Vice Chairperson.

## **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 all 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, the County will pay the cost of tuberculin tests and food handler permits or any other vaccinations/immunizations when required by management.

## ARTICLE 23

### UNIFORMS

#### Preamble

The County will purchase or rent uniforms, as herein detailed, for employees in operations where uniforms are required by the County. The County is not obligated to provide uniforms where the employee is permitted to work without wearing a uniform. All uniforms and work gear will remain County property, and shall not be worn off duty, except for travel to and from work.

Section 1. The County will purchase five (5) uniforms for employees in the Animal Shelter, Stillwater Center, and Administrative Services Department. A minimum of one (1) light jacket and one (1) heavy jacket and one (1) pair of safety shoes will also be provided as required by the nature of the work. In those areas where uniforms are purchased, the County will continue to supply five (5) uniforms in good condition; where uniforms are presently being rented, the practice will continue.

Section 2. The County will either purchase five (5) uniforms or continue to rent eleven (11) uniforms for the Environmental Services Department and Facilities Management Division; twelve (12) uniforms for these specific classifications: Sewer and Water Workers and Maintenance Mechanics and Electromechanical Maintenance Technicians. A minimum of one (1) light jacket and one (1) heavy jacket or coverall, and one (1) pair of safety shoes will be provided. A Labor-Management Committee will recommend those work environments where the uniform cleaning service will continue to be available. In those areas where uniforms are purchased, the County will continue to supply five (5) uniforms in good condition.

Section 3. When possible, uniforms shall include reflective safety striping. Uniform styles, reflective striping and safety shoe replacement policy will be determined by a Labor- Management Committee.

Section 4. Employees whose uniforms are purchased by the County will be responsible for the cleaning and maintenance of their uniforms.

Section 5. Foul weather gear (boots, hats, coats, and gloves) will be furnished by the County to employees when their duty must be performed outside in inclement weather. These items will remain County property. Boots and hip boots shall be in compliance with Ohio Employment Risk Reduction Standards and shall be provided to individual employees. Employees will be responsible for the replacement of articles issued in this section in case of loss or theft. Other items of foul-weather gear shall be provided in adequate numbers at each worksite where they are needed, and shall be replaced when they become worn or damaged. Waterproof gloves shall be provided when necessary.

The County will furnish smock type garments, disposable plastic gloves, safety shoes and disposable shoe covers for those persons performing food service, habilitation care, and housekeeping duties at Stillwater Center. All items will remain County property.

The County shall furnish long-sleeve shirts, respirators, ankle guards and welding jackets, and long cuffed safety gloves where Management determines the employee's duties require such clothing and/or equipment. These will remain County property.

Section 6. 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. Replacement of damaged badges due to reasonable wear and tear shall be replaced at no cost to the employee. These badges will be returned to the County at the time of replacement or at the time the employee leaves the County

service, permanently or for any substantial period of time.

Section 7. Employees who are required to wear uniforms provided by the County, which are not tax exempt, shall receive an annual stipend based upon the total value of the uniforms provided:

\$0 - \$200	\$60 annual stipend
\$201 - \$400	\$125 annual stipend
\$401 - \$600	\$180 annual stipend
\$601+	\$240 annual stipend

The annual stipend will be paid on the first paid period of December each year.

## ARTICLE 24

### HOLIDAYS AND HOLIDAY PAY

Section 1. Each regular full-time County employee is entitled to eight (8) hours of holiday pay for New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day of each year. Except as specified herein, the listed holidays shall occur on the days specified in the Ohio Revised Code and on the Day following Thanksgiving. In the event that any of the aforesaid holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the aforesaid holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday. Employees working a schedule other than Monday through Friday shall be eligible for holiday pay on the actual date of the holiday for Independence Day, Christmas Day, New Year's Day and Veterans' Day. Either the actual date of the holiday or the day specified in the Ohio Revised Code shall be observed, but not both. If an employee's work schedule is other than Monday through Friday, he/she is entitled to holiday pay for holidays observed on his/her day off regardless of the day of the week on which they are observed.

Part-time regularly scheduled employees are eligible for holiday pay at the straight time hourly rate to a maximum of eight (8) hours for that portion of holiday for which they would normally have worked.

Section 2. 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 approved long-term sick leave for an occasion of forty (40) hours or more, except in cases of proven hospitalization (to include in-patient/out-patient, admission into a surgery center, hospital, or hospice or residential care facility), and for approved bereavement leave, vacation, paid personal leave (PPL), or compensatory time, for the purposes of this Article.

Employees who are scheduled to work on a holiday and are mandated to work beyond their scheduled hours, will be compensated at two (2) times their hourly rate (instead of overtime) for every hour worked beyond their scheduled hours.

Employees who volunteer for or are assigned to work a holiday and are unable to report shall follow the appropriate call-in procedure. Failure to do so may result in progressive disciplinary action.

Section 3. Holidays with pay shall be construed as time worked for the purpose of computing overtime, pursuant to the overtime provision of this Agreement.

Section 4. Employees who are scheduled to work on a holiday shall be compensated in pay at time and one-half the regular straight time hourly rate (including shift differential) for hours worked. In addition, they will receive straight time compensation for the holiday. 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 paid.

Section 5. Employees who regularly work a ten (10) hour shift shall receive ten (10) hours of holiday pay.

## **ARTICLE 25**

### **VACATION LEAVE**

Section 1. Vacation leave shall accrue to the employee upon each successive annual recurrence of the anniversary date of his/her employment. Days specified as holidays in this Agreement shall not be charged to an employee's vacation leave. Vacation leave shall be taken by the employee during the year in which it accrued and prior to the next recurrence of the anniversary date of his/her employment; provided the appointing authority may, in special and meritorious cases, permit such employee to accumulate and carry over his/her accrued vacation leave to the following year. No accrued vacation leave shall be carried over for more than three (3) years. An employee is entitled to compensation at his/her current rate of pay for the prorated portion of any earned but unused vacation leave for the current year to his/her credit at time of separation; and in addition, shall be compensated for any unused vacation leave accrued to his/her credit, with the permission of the appointing authority, for the three (3) years immediately preceding the last anniversary date.

One (1) year of service shall be computed on the basis of twenty-six (26) bi-weekly pay periods. All regular full-time employees shall be granted the following vacation leave with full pay each year based upon their length of service with the County and other political subdivision of the State:

1 yr. but less than 6 yrs. 80 working hours  
6 yrs. but less than 12 yrs. 120 working hours  
12 yrs. but less than 18 yrs. 160 working hours  
18 yrs. or more 200 working hours

Part-time employees do not accumulate vacation leave. However, part-time employees may request leave without pay for up to forty (40) hours in any calendar year. The request for leave without pay must be requested and approved in advance of the date requested. Paid Personal Leave (PPL) shall be exhausted prior to the granting of leave without pay. Requests for leave without pay will not be unreasonably denied.

Section 2. In the case of a death of a County employee, the unused vacation leave and unpaid overtime to the credit of any such employee shall be paid in accordance with Section 2113.04 of the Ohio Revised Code or to his/her estate.

Section 3. Employees shall be allowed time off for vacation at such time as Management determines. However, the wishes of the employee will be taken into consideration when the efficient operation of the department permits. Management and the Union will discuss the scheduling of vacation time in each department on an annual basis. Employees' vacation requests shall not be unreasonably denied.

Management must answer an employee's vacation request within seven (7) working days after the request is submitted or the request is automatically approved. Once approved, a

vacation request shall only be cancelled in case of emergency and notification of such shall be given in writing to the employee. If an employee transfers, at his/her request, to a different supervisor or shift after the approval of the vacation request, such request must be resubmitted for reconsideration prior to the transfer. Such requests shall not be unreasonably denied.

- Section 4. Employees may take vacation in increments of 1/10th of an hour. All vacations shall be taken with the prior approval of Management.
- Section 5. When a holiday is observed by the County on a day during the Monday through Friday work week, during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation at the request of the employee and the concurrence of Management.
- Section 6. Vacation Leave shall be considered as time worked for the purpose of computing entitlement to time and one-half overtime pay.

## **ARTICLE 26**

### **PAID PERSONAL LEAVE (PPL) AND LONG TERM SICK LEAVE (LTSL) AND PAID PARENTAL LEAVE**

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

- A. Paid Personal Leave (PPL) earnings:

For 2022, each employee in active full-time pay status, ten (10) days (80 hours) shall be credited to a yearly PPL account on January 2. Employees returning from a no pay status or hired after the January PPL credit period will receive prorated PPL credit based prospectively on the percentage of the year remaining in the PPL credit period in active employment.

For each Stillwater employee in active full-time pay status, five (5) days (40 hours) shall be credited on January 2, and five (5) days (40 hours) shall be credited on July 1, to a PPL account. Employees returning from a no pay status or hired after the January PPL credit period will receive prorated PPL credit based prospectively on the percentage of the year remaining in the PPL credit period 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.

For 2023, each employee in active full-time pay status, forty (40) hours shall be credited on January 2, and forty (40) hours shall be credited on July 1, to a PPL account. Employees returning from a no pay status or hired after the January PPL credit period will receive prorated PPL credit based prospectively on the percentage of the year remaining in the PPL credit period in active employment. Newly hired employees may use no more than 50% of their credited PPL during their initial probationary period.

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 2, with appointment designated hours of forty (40) hours per bi-weekly pay period, would be credited with twenty (20) hours of PPL. An employee with appointment designated hours of forty-eight (48) hours per bi-



weekly pay period would be credited with twenty-four (24) hours of PPL.

Employees may use PPL in minimum increments of one tenth (1/10) of an hour.

B. Long Term Sick Leave (LTSL) earnings:

Employees in active full time status accrue 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 must use PPL for any unplanned absence of one (1) day duration, including personal illnesses/injuries and unscheduled intermittent FMLA qualifying health events, so long as a balance remains in their PPL account.

Use of PPL for half or more of an employee’s scheduled shift shall qualify as the “first day of absence” as it pertains to subsequent LTSL usage.

PPL cash incentives provide an end-of-year reward for those who conserve PPL, with the goal of reducing unplanned absences across the County. If no balance remains in the employee’s PPL account, the first (1<sup>st</sup>) day of absence shall be without pay.

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 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. Where the parties have agreed upon flextime/tardiness policies, the employee or some member of his/her immediate family shall notify his/her immediate supervisor according to the department’s notification protocol.
- At Stillwater, where residents require continuous direct care, direct care employees on the first shift Monday through Friday shall notify their department at least two (2) hours before the normal starting time of the shift.
- On Saturday, Sunday, holidays and for second and third shift, direct care employees shall notify their department at least four (4) hours before the normal starting time of

the shift. Stillwater employees who work all of their scheduled hours/use no PPL during survey periods will receive a yearly incentive.

Unless notification is given, no PPL will be approved and the absence will be without pay, 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, for absence:

1. on the second day and thereafter due to a non-FMLA personal illness/injury, an unplanned intermittent FMLA qualifying health event and/or exposure to contagious disease which could be communicated to other employees;
2. on the second day and thereafter due to an immediate family member's non-FMLA personal illness/injury, or an unplanned intermittent FMLA qualifying health event. A physician's certification stating that the employee's presence is necessary to provide care for the ill or injured person is required;
3. on the first day and thereafter for pre-scheduled appointments, treatments and/or procedures related to an authorized FMLA qualifying health condition (e.g. physical therapy, chemotherapy);
4. on the first day and thereafter for hospitalization of the employee, or an immediate family member. "Hospitalization" (inpatient/outpatient) is defined as admission into a surgery center, hospital, hospice or residential medical care facility.
5. up to five days for a parent upon the birth or adoption of a child when not qualified for Paid Parental Leave or Unpaid Parental Leave;
6. up to five days due to the death of an immediate family member; and
7. up to two days due to the death of an extended family member.

Unused long term 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 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.
- At Stillwater, where residents require continuous direct care, direct care employees on the first shift Monday through Friday shall notify their department at least two (2) hours before the normal starting time of the shift.
- On Saturday, Sunday, Holidays and for second and third shift, direct care employees shall notify their department at least four (4) hours before the normal starting time of the shift.

Unless notification is given, no LTSL will be approved and the absence will be without pay, except in unusual cases and then only after approval of the immediate supervisor. Where the parties have agreed upon flextime/tardiness policies, the employee or some member of his/her immediate family shall notify his/her immediate supervisor according

to the department's notification protocol.

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.

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 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:

For 2022, any balance of PPL credit that was earned in a year and remains in the account at the end of the PPL credit 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 the PPL credit balance each year. 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 the pay period that includes January 15 of the year following the year in which PPL 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.

For 2022, Stillwater employees who have a balance of PPL credit that was earned in the first six (6) months of the year and remains in the account at the end of June, and any balance of PPL credit that was earned in the second six (6) months of the years and remains in the account at the end of December may either be a) transferred at 100% value to the employee's LTSL 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. Employees may cash out a maximum of twenty (20) hours of the PPL balance from the January - June six (6) month period. Employees may cash out up to forty (40) hours of the PPL balance from the July – December six (6) month period, minus any hours that were paid out in July. The cash outs shall be paid no later than the pay period that includes July 15 of the year the PPL was earned and January 15 of the year following the year in which the PPL 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 as long as the requested cash out does not exceed the maximum of forty (40) hours per year.

Beginning 2023, employees who have a balance of PPL credit that remains in the account at the end of December may:

- Transfer one hundred percent (100%) of the value to LTSL, or
- Convert to cash payment at the rate of one (1) hour of pay at the base rate for each one (1) hour of unused PPL to a maximum of forty (40) hours.

The cash outs shall be paid no later than the pay period that includes January 15 of the year following the year in which the PPL was earned. It is permissible for employees to designate any combination (in whole days) of cash out and transfer of PPL as long as the requested cash out does not exceed the maximum of forty (40) hours.

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 OPERS 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 at Retirement or Death**

Employees taking retirement at age fifty-five (55) or over with at least ten (10) years of service credit under the Ohio Public Employees Retirement System; employees with at least thirty (30) years of service credit under the Ohio 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.

Employees hired before July 1, 2007 receive cash payment for accumulated LTSL at the employees base rate of pay at the time of separation at the rate of one (1) hour's pay for every two (2) hours of accumulated balance. The maximum amount of LTSL hours which is convertible to cash is 3,000 hours. Maximum cash conversion is not to exceed 1,500 hours.

Employees hired July 1, 2007 and thereafter 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 2,000 hours up to a maximum cash conversion of 1,000 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.

**Section 5. Paid Parental Leave**

Parental Leave will be provided consistent with the provisions of BCC policy.

**ARTICLE 27**

**LEAVE OF ABSENCE**

**Section 1. Leave of Absence without Pay**

- A. Upon written request, leave of absence 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) sick leave or vacation rights. The total unpaid leave of absence 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 of absence 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 of absence 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. Parental Leave

Parental Leave will be provided consistent with the provisions of BCC policy.

Section 3. Work-Related Injury

- A. An employee shall receive his/her 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. 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. 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 4. 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 5. 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 twelve (12) 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.

- E. The County will provide reimbursement for tuition, books and lab fees for full-time employees to further their potential by attending any accredited school or institution. The annual maximum reimbursement shall be \$5,250.00. Work-related course reimbursement shall be at 100% to the \$5,250.00 maximum in accordance with the County's training policies. Employees who participate in the tuition assistance program must remain in active employment status for one year following receipt of reimbursement for tuition. Employees leaving active employment status within one year following receipt of reimbursement for tuition are required to repay the County for the cost of the reimbursement. This repayment amount may be prorated based on the total months of employment following the reimbursement.

To be eligible to apply for reimbursement, the courses must directly improve the employee's value to the County in his/her present position or enhance an employee's chances for advancement to another position within the County.

Additional information for guidance and counseling about the program can be acquired through the County's Human Resources Department, and Department Directors.

## Section 6. 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. The Employer will follow Ohio Revised Code 5923.05 and the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA 38 U.S.C. 4301-4335) regarding paid military leave for permanent public employees, unless outlined below.

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 vacation or 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. Vacation and sick leave hours benefits 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.
5. 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.
6. All other benefits will be granted in accordance with applicable policies and procedures instituted by Management.

#### Section 7. 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. An employee shall not be compensated for time spent on leave granted to pursue legal action either as a plaintiff or a defendant.

- Section 8. 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 28**

### **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 only: \$57.50 monthly for an annual total of \$690.00

Employee + Child(ren): \$90.00 monthly for an annual total of \$1080.00

Employee + Spouse: \$100 monthly for an annual total of \$1200

Employee + Family: \$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. Effective January 1, 2022, employees will make the same premium contributions as in 2021.

Effective January 1, 2023 employee/employer contributions will be consistent with those of non-bargaining BCC employees. The lower premium plan will be no more than two hundred fifty dollars (\$250) per month at the family tier, and the employee contribution will not exceed fifteen percent (15%) of the total premium cost per month. The higher premium plan will be no more than three hundred twenty-five dollars (\$325) per month at the family tier.

Section 3. Employees may participate in the County's wellness incentive program, or a similar program offered through the County, to increase contributions to the Health Savings Account for participants in the Enhanced or Basic (HDHP) Plans.

Section 4. The County will provide \$60,000 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 5. Employee deductions and contributions will occur on a schedule of deductions established by Montgomery County.

Section 6. The benefits provided for herein shall be provided through plans, programs or group coverage selected by the County.

Section 7. The County will continue to provide health insurance under the terms of this Agreement for a period of six (6) months (180) days when an employee is on an unpaid leave of absence, provided the employee maintains their premium contributions.

Section 8. As both parties are committed to lowering and stabilizing the cost of health care benefits,

the parties agree to create a health insurance committee that focuses on reviewing the usage, cost, and designs of current plans and proposed plans. The committee shall meet quarterly, or as needed, and may recommend improvement or cost cutting measures for the next year's plan.

## **ARTICLE 29**

### **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 the current Internal Revenue Service standard rate per mile for this Agreement.
- Section 2. Parking for Job and Family Services Department employees will be provided in accordance with the rules and regulations of the Ohio Department of Human Services.

## **ARTICLE 30**

### **HOURS OF WORK AND OVERTIME**

- Section 1. The normally scheduled hours of work for a full-time employee shall consist of eight (8) hours in approximately two segments plus that time for an unpaid lunch period in between, five (5) days a week, Monday through Friday, except where there is a continuous twenty-four (24) hour per day operation or where there is a continuous seven (7) day a week operation made necessary because of the nature of the work.
- Section 2. The County shall pay overtime at the rate of time and one-half of the regular straight time hourly rate (including shift differential) for all required overtime worked by hourly rated employees in excess of eight (8) hours per day or forty (40) hours per week.
- For Stillwater Center employees, the County shall pay overtime at the rate of time and one-half of the regular straight time hourly rate (including shift differential) for all required overtime worked by Stillwater Center employees in excess of eight (8) hours per day or eighty (80) hours bi-weekly. Part-time Stillwater employees are only entitled to overtime based on hours actually worked. Overtime is time worked continuous to the regular work schedule whether it precedes or follows that shift.
- Section 3. Management shall endeavor to distribute authorized overtime among all employees in each classification within a department on a non-preferential and equal basis. The County shall establish a rotating seniority list by job classifications, within each division, for overtime assignments when overtime work is necessary. The list shall begin with the most senior person in the job classification. Management shall request the employee's name who appears first on the list to work overtime when overtime is available. When the employee is unable to work the overtime which has been offered to him/her, the employee shall not be offered overtime until his/her name again appears at the top of the list. The rotating seniority list for overtime shall apply to regularly scheduled overtime, and to emergency overtime when practicable. The rotating seniority list shall not apply to hold-over overtime. Management reserves the right to require overtime for employees. Should it be necessary to require overtime, Management will begin assignments with the least senior employee in each job classification where overtime is worked and rotate such assignments from a list which begins with the least senior employee. When possible, Management shall give a twenty-four (24) hour notice of required overtime.

Employees who volunteer for or are assigned to work overtime and are unable to report shall follow the appropriate call-in procedure. Failure to do so may result in progressive disciplinary action.

Section 4. Overtime premiums shall not be pyramided, compounded or paid twice for the same time worked.

Section 5. 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 twelve (12) months from the date it was earned. Employees may not earn in excess of seventy (70) hours (70 hours times one and one half = 105 hours) of compensatory time in a calendar year. The Employer will pay unused compensatory time more than twelve (12) months old four (4) times each year. The Employer will calculate compensatory time over one (1) year old as of March 15, June 15, September 15, and December 15, and unused compensatory time will be paid on the first pay check issued in April, July, October, and January of each year. Employees may request to be paid for all accrued compensatory time one time per quarter. The deadline to request a CT payout is March 15, June 15, September 15, and December 15, and the payouts will occur on the first pay check issued in April, July, October, and January of each year.

Section 6. All authorized overtime hours worked by employees shall be recorded daily, and a list of employees and overtime shall be prepared on a bi-weekly basis by supervisors. This list shall be available to all affected employees; Union stewards may review bargaining unit members' overtime list upon request.

Section 7. Call-in pay is premium payment for emergency work performed by an employee who has been recalled to work at a time disconnected with his/her normally scheduled work day, and is given less than twelve (12) hours' notice. Work done in this manner shall be compensated with a minimum of two (2) hours pay at a pay rate of time and one-half. If an employee is called in between the hours of 11:00 p.m. and 7:00 a.m., he/she shall be compensated with a minimum of three (3) hours pay at the rate of time and one-half.

Section 8. Paid vacation time, compensatory time, injury leave time, paid personal leave (PPL), funeral leave and paid holidays shall be counted as time worked for the purposes of computing entitlement to time and one-half overtime. Unscheduled use of paid personal leave (PPL) shall not be included as time worked for the purpose of calculating overtime for Stillwater employees.

Section 9. Flextime

Each department may request discussions with the Union if the department believes that a work schedule other than five (5) eight (8) hour days is in the best interest of the majority of employees in the department; e.g., four (4) ten (10) hour days, or a straight eight (8) or ten (10) hour shift. If a department changes the number of hours worked in a day, it shall be with a majority of the affected employees' and the Union's mutual consent. The number of hours scheduled for the day (such as ten (10) hours) shall be the regular work day and all hours in excess of the regular work day shall be paid at time and one-half. All flextime schedules will have a forty (40) hour week, except in twenty-four (24) hour a day operations, seven (7) day a week operations where there shall be an eighty (80) hour bi-weekly pay period.

Section 10. Within each department, a labor-management committee may discuss the overtime procedures and mutually agree to an alternate procedure.

## ARTICLE 31

### WAGES

Section 1. Contingent upon ratification by union membership and approval by the Board of County Commissioners, wage increases during the term of this agreement shall be as follows:

All employees in active pay status as of January 1, 2022 will be placed in pay ranges at their current rate.

Effective January 1, 2022, all pay minimums and maximums will increase by three percent (3%) and all employees in active pay status will receive:

- An across the board pay adjustment of three percent (3.0%) which will be added to their base rate of pay.
- Employees who are at the top or above the top of the pay scale shall receive an OPERS-eligible lump sum payment.
- Employees will receive a lump sum payment of one thousand five hundred dollars (\$1,500.00).

Effective January 1, 2023, all pay minimums and maximums will increase by two percent (2%) and all employees in active pay status will receive:

- An across the board pay adjustment of two percent (2%), which will be added to their base rate of pay.
- Employees who are at the top of or above the pay scale will receive an OPERS-eligible lump sum payment.
- Employees will receive a retention incentive of one thousand dollars (\$1,000.00) by the second pay in December 2022.

Effective January 1, 2024, all pay minimums and maximums will increase by two percent (2%) and all employees in active pay status will receive:

- An across the board pay adjustment of two percent (2%), which will be added to their base rate of pay.
- Employees who are at the top of or above the pay scale will receive an OPERS-eligible lump sum payment.
- Employees will receive a retention incentive of one thousand dollars (\$1,000.00) by the second pay in December 2023.

#### Section 2. Temporary Rates

Employees required to work and substantially perform the job duties in a higher classification on a temporary basis will receive 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 two (2) hours or more in a work day, 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. Stand-by pay

Members will be paid for their continuous availability during weekends in the event they are needed for emergency repair work.

- A. Employees on stand-by for a twenty-four (24) hour period will be paid a minimum of four (4) hours pay.
- B. Employees on stand-by for a forty-eight (48) hour period will be paid a minimum of eight (8) hours pay.

- C. An employee who is called to work, having been on stand-by, shall be paid time and one-half for all hours worked, but no less than the applicable minimum as stated in "A" or "B" above.

Section 4. Shift Differential

When a bargaining unit member works fifty percent (50%) or more of his/her shift between the hours of 3:00 p.m. and 7:00 a.m., that employee is entitled to fifty-five cents (55¢) an hour shift differential for all hours worked in addition to his/her base rate of pay.

**ARTICLE 32**

**EVALUATIONS AND MERIT INCREASES**

- Section 1. All employees in the County will be evaluated at least once annually, approximately ninety (90) days prior to December 31.
- 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. The Union and Management will meet no later than July 31, 2022 to explore the creation of a merit incentive program.

**ARTICLE 33**

**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 December 31, 2024.

## ARTICLE 34

### DEFINITIONS

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

Calendar Days any day of a calendar year, includes work days, working days, holidays, vacation, 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/Teamleader: 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.

Extended Family means an aunt, uncle, niece or nephew.

Flextime is defined as a modified work schedule that gives an employee a flexible schedule in terms of reporting times and days of the week worked. Flextime arrangements may only be made with the written consent of Management and the Union.

Immediate Family means spouse, or significant other (one who stands in place of a spouse and who resides with the employee), parents, children, foster children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother/father-in-law, grandparents-in-law, step-parents, step-children, step-siblings, step-grandparents or a legal guardian or other person who stands in the place of a parent (in loco parentis), or any person for whom the employee serves as legal guardian, legal custodian or power of attorney.

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.

Leave of Absence (LOA): a temporary separation from active pay status.

Leave without Pay (LWOP): a pay code which reflects an unpaid leave.

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.

Overtime is defined as work in excess of eight (8) hours a day or forty (40) hours a week, except where modified by an agreement between Management and the Union.

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. Examples: Standby, call-in pay, holiday pay, shift differential, vacation pay. Maximum compensation will be time and one-half straight time hourly rate (including shift differential) for any combination(s) of premium and/or overtime pay.

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 (including shift differential) for any combination(s) of premium and/or overtime pay.

Sexual Harassment unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when 1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, 2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or 3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

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.

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.

IN WITNESS WHEREOF, the Parties to this Agreement (2022-2024 AFSCME Part-Time Contract with The American Federation of State, County and Municipal Employees, The Dayton Public Service Union) have set their hands this eighteenth day of January, 2022.

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

\_\_\_\_\_  
Carolyn Rice

\_\_\_\_\_  
Judy Dodge

\_\_\_\_\_  
Deborah A. Lieberman

\_\_\_\_\_  
Michael B. Colbert

**ON BEHALF OF MANAGEMENT:**

\_\_\_\_\_  
Joyce M. Carter  
Human Resources Director

\_\_\_\_\_  
Gayle E. Berry

\_\_\_\_\_  
Stephanie Marshall

\_\_\_\_\_  
A.J. Spencer

\_\_\_\_\_  
Allison Michael

\_\_\_\_\_  
Don Austin

\_\_\_\_\_  
Regina Marks

\_\_\_\_\_  
Makell Baccus

\_\_\_\_\_  
Keith Baker

**ON BEHALF OF THE UNION:**

\_\_\_\_\_  
P. Scott Thomasson  
Chief Union Negotiator

\_\_\_\_\_  
Jeff Hasty

\_\_\_\_\_  
Raymond Blevins

\_\_\_\_\_  
Tia Cox

\_\_\_\_\_  
Tara Bentley

\_\_\_\_\_  
Raevan Grimes

\_\_\_\_\_  
Ashli Young



**APPENDIX A**  
**CLASSIFICATION LISTING**

<b>Class Title</b>	<b>Class #</b>	<b>Grade</b>
<i>Account Clerk 1</i>	16511	D05
<i>Account Clerk 2</i>	16512	D06
Account Clerk 3	16513	D07
<i>Account Clerk I</i>	16510	28
<i>Account Clerk II</i>	16511	34
Adult Protect Svcs Spec II <i>(formerly Social Service Aide III)</i>	69303	D09
Animal Care & Control Officer (ACCO)	9201	42
Animal Care and Control Crewleader	65934	46
Animal Care Crewleader	65923	34
Animal Care Provider	65920	30
<i>Asset Disposal Specialist</i>	14743	44
<i>Automotive Mechanic Crewleader</i>	52134	55
<i>Automotive Mechanic I</i>	52131	47
Automotive Mechanic II	52132	51
<i>Bindery Operations Coordinator</i>	52712	35
Building and Electrical Inspector	24132	62
<i>Building and Grounds Maintenance Crewleader</i>	53613	43
Building and Grounds Maintenance Worker	53612	39
Building Inspector	24110	58
<i>Building Maintenance Apprentice</i>	53110	33
<i>Building Maintenance Mechanic</i>	53114	51
<i>Building Maintenance Mechanic II</i>	53112	45
Clerical Processing Specialist I	12102	30
Clerical Processing Specialist II	12103	36
<i>Computer &amp; Network Support Technician</i>	84451	55
Contract Evaluator Negotiator	66551	D08
Cook I	42351	30
CSEA Account Clerk I	16515	D06
CSEA Account Clerk II	16516	D07

CSEA Social Program Analyst	69411	D09
CSEA Specialist I	69400	D07
<b>Class Title</b>	<b>Class #</b>	<b>Grade</b>
CSEA Specialist II	69401	D08
CSEA Team Leader	69402	D09
<i>Cultural Facilities Program Assistant</i>	<i>64811</i>	<i>34</i>
<i>Custodial Worker Crew Leader</i>	<i>42114</i>	<i>27</i>
Custodial Worker I	42111	19
Custodial Worker II	42112	23
<i>Customer Account Analysis Technician</i>	<i>9370</i>	<i>42</i>
<i>Customer Account Assistant</i>	<i>16514</i>	<i>36</i>
Customer Service Billing Technician	9374	42
<i>Customer Service Field Representative</i>	<i>23162</i>	<i>37</i>
Customer Service Specialist	9373	44
<i>Customer Service Technician I</i>	<i>9368</i>	<i>34</i>
Customer Service Technician II	9369	44
Customer Services Cashier	9371	44
Customer Services Representative	9372	42
Customer Services Team Lead	9375	46
<i>Drafting Technician</i>	<i>84122</i>	<i>39</i>
<i>Duplicating Machine Operator</i>	<i>82144</i>	<i>27</i>
Economic Support Specialist	69312	D06
Economic Support Specialist	69312	D06
<i>Electrical &amp; Instrumentation Technician I</i>	<i>84411</i>	<i>55</i>
Electrical & Instrumentation Technician II	84412	59
Electrical Inspector	24131	60
<i>Electrical Mechanic</i>	<i>53352</i>	<i>55</i>
Electromechanical Maintenance Technician	84410	111
Electromechanical Maintenance Technician Entry	84408	110
Engineering Technician	84304	45
<i>Environmental Laboratory Assistant</i>	<i>84611</i>	<i>33</i>
<i>Environmental Laboratory Technician</i>	<i>84661</i>	<i>47</i>

<i>Environmental Monitoring Technician</i>	84671	49
<b>Class Title</b>	<b>Class #</b>	<b>Grade</b>
<i>Environmental Services Coordinator</i>	42523	35
Equipment Operator I	54411	41
<i>Equipment Operator II (HEO)</i>	54412	45
Equipment Operator II (HT/TO)	54444	45
Facilities Maintenance Technician (ES)	84422	59
Facilities Maintenance Technician ( <i>formerly Building Maintenance Mechanic I Admin</i> )	53111	39
Facilities Maintenance Technician Entry (ES)	84420	55
<i>Facilities Support Specialist</i>	14851	D05
<i>Facility &amp; Equipment Maintenance Crewleader</i>	52173	37
Facility & Equipment Maintenance Worker	52171	35
<i>Facility Maintenance Worker</i>	53002	33
<i>Field Sampler I</i>	84664	39
Financial Services Representative	16573	42
Food Service Worker	42341	18
<i>GIS I</i>	84111	39
<i>GIS II</i>	84112	43
<i>GIS III</i>	84113	49
<i>GIS/CAD Coordinator</i>	84126	43
GIS/CAD Technician Supervisor ( <i>formerly Drafting Coordinator</i> )	84124	43
Graphic Design Technician	82131	48
<i>Graphic Design Technician Supply Retention</i>	82133	48
<i>Graphic Design/Mail Specialist</i>	82144	42
Groundskeeper	53611	41

Habilitation Provider	44113	36
<i>Habilitation Provider in Training</i>	<i>44110</i>	<i>30</i>
<b>Class Title</b>	<b>Class #</b>	<b>Grade</b>
Instrument & Controls (I&C) Technician I	54720	111
<i>Instrument &amp; Controls (I&amp;C) Technician II</i>	<i>54721</i>	<i>112</i>
<i>Inventory Control Specialist</i>	<i>14746</i>	<i>42</i>
Investigator 2	26212	D07
J&FS Specialist I	69405	D07
J&FS Specialist II	69406	D08
JFS Aide	69310	D04
<i>JFS Career Advisor</i>	<i>69407</i>	<i>D08</i>
JFS Customer Call Center TMLDR	69318	D09
<i>JFS Program Assistant I</i>	<i>63129</i>	<i>D05</i>
JFS Team Leader	69408	D09
Laundry Worker	42521	18
<i>Mail Clerk/Messenger</i>	<i>12732</i>	<i>16</i>
<i>Mail Clerk/Messenger Crewleader</i>	<i>12734</i>	<i>18</i>
<i>Mail Courier</i>	<i>12731</i>	<i>14</i>
<i>Mail/Reproduction Specialist</i>	<i>82144</i>	<i>30</i>
<i>Maintenance Mechanic I</i>	<i>52161</i>	<i>43</i>
<i>Maintenance Mechanic II</i>	<i>52182</i>	<i>51</i>
<i>Maintenance Mechanic II (Water &amp; Wastewater)</i>	<i>52162</i>	<i>51</i>
Materials Management Clerk	12735	34
Mechanic	52141	43
<i>Medical Records Technician</i>	<i>64324</i>	<i>36</i>
Meter Services, Field Technician	54522	103
Occupational Therapy Assistant	44310	52
Office Assistant II	16820	D03
Operations Specialist	9211	32
Parking Facility Attendant II	53842	26
<i>Parking Facility Lead Attendant</i>	<i>53843</i>	<i>30</i>
Permit Clerk	16121	42
<i>Physical Therapy Assistant</i>	<i>44261</i>	<i>52</i>
PIC Training Team Lead	69608	D09
<i>Press Operator</i>	<i>82151</i>	<i>39</i>

Printing Machine Operator	82152	41
<i>Printing/Pre-Press Operator</i>	82153	47
<i>Purchasing Specialist</i>	64520	D05
<i>Radio Dispatcher</i>	52441	30
<b>Class Title</b>	<b>Class #</b>	<b>Grade</b>
<i>Receptionist I</i>	12151	24
<i>Receptionist II</i>	12152	28
Records Assistant I	16520	D04
<i>Records Assistant II</i>	16522	D05
Records Team Lead	16524	D06
<i>Recreation Aide</i>	44210	34
Refrigerant Recovery Technician	54311	37
Resident Aide I	44111	30
Resident Aide II	44112	34
Restorative Nursing Aide	44205	34
Scales Operator	54410	39
Senior Facilities Maintenance Technician ( <i>formerly Building Maintenance Mechanic III Admin</i> )	53113	51
Senior Mechanic	52142	51
Service Mechanic	52140	39
<i>Sewer &amp; Water Quality Customer Relations Coordinator</i>	9321	39
Sewer & Water Worker	54422	103
Sewer & Water Worker Entry	54421	101
Sewer and Water Crewleader I	54423	106
Sewer and Water Crewleader II (HEO)	85534	108
Social Program Specialist	69322	D09
<i>Social Service Aide I</i>	69301	30
Social Services Specialist	69323	D09
<i>Social Worker I</i>	69310	D04
Storekeeper I	14741	28
Storekeeper II	14742	34
TV Technician/Crewleader I	24160	106
<i>Vehicle Operator</i>	54443	30
Veterinary Assistant	65921	40
Veterinary Technician	65925	46
<i>Waste Exchange Stores Clerk</i>	14740	30

<i>Water and Sewer Communications Coordinator</i>	<i>23163</i>	<i>42</i>
<i>Water and Sewer Line Inspection Crewleader</i>	<i>85593</i>	<i>53</i>
<b>Class Title</b>	<b>Class #</b>	<b>Grade</b>
Water and Sewer Line Inspector I	85591	103
Water and Sewer Line Inspector II	85592	108
Water Meter & Backflow Coordinator ( <i>formerly Water Meter Service Coordinator</i> )	23164	45
<i>Water Meter Reader</i>	<i>23161</i>	<i>27</i>
Water Reclamation Plant Operator	54611	107
Water Reclamation Plant Operator-OIT	54610	105
Water Supply Lead Operator	9351	107
Water Supply Operator	9350	105
Workforce Aide	79404	D04
Workforce Career Advisor	79417	D08
Workforce Specialist I	79405	D07
Workforce Specialist II	79406	D08
Workforce Support Specialist	79312	D06
Workforce Team Leader	79407	D09
<i>Italics reflects Unfilled/Inactive</i>		

## APPENDIX B

January 1, 2022 through December 31, 2024

Pay Grade	2022		2023		2024	
	Min	Max	Min	Max	Min	Max
12	\$12.31	\$14.47	\$12.55	\$14.76	\$12.81	\$15.06
13	\$15.34	\$18.00	\$15.64	\$18.36	\$15.96	\$18.73
14	\$12.61	\$14.81	\$12.86	\$15.11	\$13.12	\$15.41
15	\$15.59	\$18.31	\$15.91	\$18.68	\$16.22	\$19.05
16	\$12.85	\$15.11	\$13.11	\$15.41	\$13.37	\$15.72
17	\$15.82	\$18.58	\$16.14	\$18.95	\$16.46	\$19.33
18	\$13.17	\$15.48	\$13.44	\$15.79	\$13.71	\$16.11
19	\$16.14	\$18.95	\$16.46	\$19.33	\$16.79	\$19.72
20	\$13.51	\$15.87	\$13.78	\$16.19	\$14.06	\$16.51
21	\$16.45	\$19.32	\$16.78	\$19.71	\$17.11	\$20.10
22	\$13.91	\$16.32	\$14.18	\$16.64	\$14.47	\$16.97
23	\$16.71	\$19.61	\$17.04	\$20.00	\$17.38	\$20.40
24	\$14.28	\$16.79	\$14.56	\$17.12	\$14.85	\$17.47
25	\$17.01	\$19.99	\$17.35	\$20.39	\$17.69	\$20.80
26	\$14.69	\$17.26	\$14.98	\$17.61	\$15.28	\$17.96
27	\$17.38	\$20.40	\$17.72	\$20.81	\$18.08	\$21.23
28	\$15.11	\$17.75	\$15.41	\$18.10	\$15.72	\$18.46
29	\$17.74	\$20.82	\$18.09	\$21.23	\$18.45	\$21.66
30	\$15.54	\$18.26	\$15.85	\$18.63	\$16.17	\$19.00
31	\$18.11	\$21.25	\$18.47	\$21.67	\$18.84	\$22.11
32	\$16.07	\$18.87	\$16.39	\$19.25	\$16.72	\$19.63
33	\$18.55	\$21.77	\$18.92	\$22.21	\$19.30	\$22.65
34	\$16.53	\$19.42	\$16.86	\$19.80	\$17.20	\$20.20
35	\$18.95	\$22.25	\$19.33	\$22.69	\$19.72	\$23.15
36	\$17.18	\$20.18	\$17.52	\$20.58	\$17.87	\$20.99
37	\$19.50	\$22.89	\$19.89	\$23.34	\$20.29	\$23.81
38	\$17.72	\$20.80	\$18.07	\$21.21	\$18.43	\$21.64
39	\$19.96	\$23.42	\$20.36	\$23.89	\$20.77	\$24.37
40	\$18.43	\$21.65	\$18.80	\$22.08	\$19.17	\$22.53
41	\$20.55	\$24.12	\$20.96	\$24.61	\$21.38	\$25.10
42	\$19.04	\$22.36	\$19.43	\$22.81	\$19.81	\$23.26
43	\$21.10	\$24.77	\$21.53	\$25.27	\$21.96	\$25.77
44	\$19.81	\$23.26	\$20.20	\$23.72	\$20.61	\$24.20
45	\$21.73	\$25.51	\$22.17	\$26.02	\$22.61	\$26.54
46	\$20.64	\$24.24	\$21.05	\$24.72	\$21.48	\$25.22

Pay Grade	2022	2022	2023	2023	2024	2024
	Min	Max	Min	Max	Min	Max
47	\$22.41	\$26.31	\$22.86	\$26.83	\$23.32	\$27.37
48	\$21.52	\$25.26	\$21.95	\$25.76	\$22.39	\$26.28
49	\$23.21	\$27.22	\$23.67	\$27.77	\$24.14	\$28.32
50	\$22.41	\$26.31	\$22.86	\$26.83	\$23.32	\$27.37
51	\$23.95	\$28.11	\$24.43	\$28.67	\$24.91	\$29.24
52	\$23.39	\$27.44	\$23.86	\$27.99	\$24.34	\$28.55
53	\$24.72	\$29.02	\$25.21	\$29.60	\$25.72	\$30.19
54	\$24.41	\$28.62	\$24.90	\$29.20	\$25.40	\$29.78
55	\$25.65	\$30.12	\$26.16	\$30.72	\$26.68	\$31.33
56	\$25.55	\$30.00	\$26.07	\$30.60	\$26.59	\$31.22
57	\$26.60	\$31.24	\$27.14	\$31.86	\$27.68	\$32.50
58	\$26.75	\$31.38	\$27.28	\$32.01	\$27.83	\$32.65
59	\$27.63	\$32.45	\$28.19	\$33.09	\$28.75	\$33.76
60	\$28.04	\$32.88	\$28.60	\$33.54	\$29.17	\$34.21
61	\$28.69	\$33.65	\$29.26	\$34.32	\$29.84	\$35.01
62	\$29.42	\$34.53	\$30.01	\$35.22	\$30.61	\$35.92
101	\$19.56	\$22.95	\$19.95	\$23.41	\$20.35	\$23.88
103	\$21.56	\$25.30	\$21.99	\$25.80	\$22.43	\$26.32
105	\$22.79	\$26.75	\$23.25	\$27.28	\$23.71	\$27.83
106	\$23.47	\$27.55	\$23.94	\$28.10	\$24.42	\$28.67
107	\$24.21	\$28.41	\$24.69	\$28.98	\$25.18	\$29.56
108	\$25.06	\$29.40	\$25.56	\$29.98	\$26.07	\$30.58
110	\$25.65	\$30.12	\$26.16	\$30.72	\$26.68	\$31.33
111	\$27.63	\$32.45	\$28.19	\$33.09	\$28.75	\$33.76
112	\$28.69	\$33.65	\$29.26	\$34.32	\$29.84	\$35.01
D01	\$13.25	\$15.56	\$13.51	\$15.87	\$13.78	\$16.19
D02	\$14.00	\$16.44	\$14.28	\$16.77	\$14.56	\$17.10
D03	\$14.83	\$17.43	\$15.13	\$17.78	\$15.43	\$18.13
D04	\$15.89	\$18.67	\$16.21	\$19.05	\$16.53	\$19.43
D05	\$17.12	\$20.09	\$17.46	\$20.49	\$17.81	\$20.90
D06	\$18.60	\$21.85	\$18.97	\$22.28	\$19.35	\$22.73
D07	\$20.34	\$23.88	\$20.75	\$24.35	\$21.16	\$24.84
D08	\$22.39	\$26.29	\$22.84	\$26.81	\$23.30	\$27.35
D09	\$24.82	\$29.11	\$25.32	\$29.69	\$25.83	\$30.28
D10	\$27.81	\$32.63	\$28.37	\$33.28	\$28.93	\$33.95