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BOARD OF COUNTY COMMISSIONERS
MONTGOMERY COUNTY, OHIO



MONTGOMERY
COUNTY, OHIO

LINE

ORGANIZATION OF STATE
COUNTY AND LOCAL EMPLOYEES
A FEDERATION OF LOCAL UNIONS
THE DAYTON PUBLIC SERVICE UNION

MONTGOMERY COUNTY IS AN EQUAL
OPPORTUNITY EMPLOYER

2004 - 2005

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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-time Montgomery County employees employed by the Board of Montgomery County Commissioners, 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, part-time, 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 DEDUCTION

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

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 Such written authorization may be withdrawn at any time by said employee by giving written notice of intent to revoke the dues deduction authorization to the employer and to American Federation of State,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

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

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

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

Section 6. All employees in the bargaining units defined herein who, after completing their probationary period are not members in good standing of the Union, are required

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

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

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

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

A. Alphabetical list of Union members from whom deductions were made, the name, address, social security number of each member and the amount

deducted;

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

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. In addition to the above, the union may select one (1) steward for the North Waste Facility and one (1) steward for the South Waste Facility. 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

Section 6.

the employee's immediate supervisor when time for union business is requested.

Union business other than that listed in Sections 3 and 4 above shall not be conducted by Union stewards on County time, nor shall it, in fact, interfere with the work assignment of any employee. County vehicles shall not be used to conduct union business.

Section 7.

The Staff Representative 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, 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

ARTICLE 6

FILLING OF VACANCIES

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 ($\frac{1}{2}$) hour during the new employee orientation program to present an explanation of Union procedures and to answer questions.
- 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. No more than sixteen (16) hours may be approved per employee in a calendar year. The leave shall be requested no later than seven (7) calendar days prior to commencement of said leave.
- Section 14. The County will ensure that each County Chairperson is provided with the use of a secure file cabinet.

Section 1.

A notice of all vacancies shall be posted at the central location in the Montgomery County ***Human Resources** Department, and throughout the various departments in the County for a minimum of five, (5) working days. Additionally, a vacancy list will be sent to the Union. The notice will show the job classification, rate of pay, geographic location of the job, and the time and place of the examination, if an examination is required. Those individuals who wish to be considered for the posted job must file a written application with the ***Human Resources** Department by the end of the posted period.

Section 2.

All applications timely filed will be reviewed by the County. Selection for bargaining unit positions will be made on the basis of seniority, skill, experience, and the ability to perform the work in question. If the skill, experience, and ability to perform the work of two (2) or more applicants are equal, continuous Montgomery County service seniority shall govern, except where there is an affirmative action underutilization.

Section 3.

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

ARTICLE 7

TRANSFERS

except for professional positions as defined by ORC 4117.01 and all Job and Family Services 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.

A person in a probationary period is not eligible for promotion. However, an individual in a probationary period may apply for a promotion or a lateral classification change. Prior to appointment the individual must return to pre-probationary status.

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 written application, completed and signed, for such position 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; mandatory transfers do not require probation.

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 a written application, completed and signed, to the * Human Resources Department. The applicant with the most classification seniority shall receive the vacant shift assignment, provided such transfer can be made without substantially impairing the efficiency of the employee's present assignment. Once an employee has made such a shift transfer, he/she shall be required to remain on that shift for a minimum of a one (1) year period, unless an exception is agreed to by management.

Section 3.

A simplified bidding procedure may be established for the purpose of filling vacancies within the same classification, within the same department and at the same work location. Employees eligible to participate in the simplified bidding procedure shall not be eligible to apply for the resulting posted vacancy. Selection will be in accordance with Section 1 or Section 2 of this Article. In the Public Works Department, the simplified bidding procedure may continue to encompass more than a single location.

ARTICLE 8

SENIORITY

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.

Three (3) months after the computerized personnel system is installed and operating and every three (3) months thereafter, 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 and all Job and Family Services 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 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): sixty (60) days.
(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 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 or other approved breaks in service.

If the special probationary employee fails to demonstrate that he/she can completely and satisfactorily perform the job within the special probationary period, the County shall return the employee to his/her former 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.

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 lay off 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. 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 his/her intention to return within three (3) days after receiving notice of recall. The County shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Agency Head with his/her latest mailing address.

Section 4. Lay Off Districts:

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

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

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

Section 5. COBRA

Employees who are terminated (except for gross misconduct) may purchase the County's health care benefits covered in Article 28 for eighteen (18) months after date of termination. Arrangements for payment shall be made between the employee and the payroll department prior to the effective date of termination.

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

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

ARTICLE 12

GRIEVANCE PROCEDURE

Preamble

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

Section 1. All grievances must be commenced within 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.

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 five (5) actual working days after the grievance is presented to him/her in writing.

The manager/supervisor shall reply to the employee within five (5) 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 five (5) 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 five (5) 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 second step hearing officer within the department, within five (5) working days following receipt of the answer from the first step or five (5) 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 five (5) working days of receipt of the grievance. The department head/designee shall reply to the employee within five (5) actual working days from the termination of the meeting. If the employee does not receive a satisfactory reply to his/her written grievance within five (5) working days, or if the employee receives no reply to his/her written grievance at the end of the five (5) working days, his/her grievance may be taken to Step 3 of the grievance procedure within five (5) 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 five (5) 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.

Section 5. Step 4. Arbitration.

A. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to binding arbitration by notice in writing to the American Arbitration Association (AAA), requesting a panel of five (5) arbitrators with a copy to the * Human Resources Director, postmarked within ten (10) 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).

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.

The arbitrator shall act in a judicial, not legislative capacity and shall have no right to recommend to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall only consider and make a decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue not so submitted to him/her. In the event the arbitrator finds a violation of the terms of this Agreement, he/she shall fashion an appropriate remedy. The arbitrator shall submit in writing his/her decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding. In cases involving removal for abuse, if the Arbitrator finds that there has been serious abuse of residents at the County View Manor and Stillwater, 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 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.

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 regulation for the efficient operation of its departments and conduct 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, following knowledge by the department head, of the events upon which the disciplinary action is based.

Section 2.

The County shall follow the principles of progressive discipline. However, certain offenses, by their nature, may be severe enough to require immediate discharge.

Section 3.

Written reprimands will remain in an employee's file for twelve (12) months subsequent to the date of reprimand. Suspensions will remain in an employee's file for two (2) years subsequent to the date of suspension. 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 on the attached form.

- 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.
- Section 7. An employee shall be given a copy of any written warning or written disciplinary action entered into his/her personnel record.
- Section 8. Personal performance memorandums or any similar counseling tools are intended to be a counseling tool for employees and are not intended to be disciplinary actions. Personal performance memorandums and similar counseling tools are not grievable or subject to the grievance procedure. Counseling will remain active for twelve (12) months subsequent to the date of the counseling provided no intervening counseling or discipline has occurred.
- Section 9. Removals may be appealed at the third step 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.

DATE: _____
TO: _____
FROM: _____
SUBJECT: _____

A meeting is scheduled on _____ at _____
to discuss _____

YOUR ATTENDANCE AT THIS MEETING IS REQUIRED.

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

Receipt: Employee Name _____

Date/Time Received _____

Union Representative _____

Date/Time Received _____

cc: Union

(3 PART CARBON)

ARTICLE 15

NON-DISCRIMINATION

Section 1.

It is the policy of Management and of the Union that the provisions of this Agreement shall be applied equally to all employees without regard to age, sex, marital status, race, color, creed, disability, national origin, and religion.

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 age, sex, marital status, race, color, creed, disability, national origin, or religion.

ARTICLE 16

SAFETY

Section 1.

It is the responsibility of every department head to provide safe working conditions, tools, equipment, and working methods for their employees. The crewleader or supervisor must correct unsafe conditions promptly. Management must see that all safety rules and good working methods are used by its employees.

Section 2.

It is the duty of all employees to use appropriate safety equipment and to follow all safety rules and safe working methods.

Section 3.

Management will provide and maintain at least one fully stocked first aid kit on each floor in a well marked area. Crewleaders and supervisors will have fully stocked first aid kits in their County vehicles.

Section 4.

Employees are responsible for the proper use and care of the equipment, tools, and vehicles provided along with the responsibility of reporting any unsafe working conditions to the appropriate supervisor. Tools or vehicles that have been determined by management or management's designee to be unsafe shall be red-tagged until the problem has been corrected.

Section 5.

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, Sanitary and Public Works departments, union members selected by the Union, who will serve a two (2) year term, will serve 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.

Section 6.

NIOSH approved, self-contained breathing equipment will be located in close proximity to all chlorine feeding

locations or available in vehicles used to service those areas. In no case will less than two employees be used to change ton cylinders of chlorine. Alarm systems will be installed in locations where ton cylinders of chlorine are used.

ARTICLE 17

BLOOD DONORS

Section 1.

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

ARTICLE 18

CLASSIFICATION AND POSITION AUDIT SYSTEM

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

ARTICLE 19

WORK RULES FOR EMPLOYEES

- Section 1. When existing rules are changed or new rules are established, they shall be posted prominently on all bulletin boards for a period of five (5) consecutive work days prior to becoming effective.
- Section 2. The employer agrees to furnish each affected employee in the bargaining unit and the representing steward with a copy of work rules five (5) days before they become effective except in an emergency situation. Affected absent employees will be furnished a copy upon the employee's return to work. New employees shall be provided with a copy of the rules at the time of hire.

ARTICLE 20

SAVINGS CLAUSE

This Agreement supersedes all rules and regulations of the Ohio Department of Administrative Services or its successor and all civil service statutes, rules and regulations pertaining to wages, hours and terms and conditions of employment unless otherwise expressly indicated except those presently addressed in ORC, Section 4117.10 or its successor statute. If any provision of this agreement is held to be unlawful by a court of law, the remaining provisions of this agreement shall remain in full force and effect.

In the event that any provision of this agreement is held to be unlawful by a court of law, both parties to the agreement shall meet within ten (10) calendar days for the purpose of reopening negotiations on the unlawful provision involved. However, if the parties are unable to agree within thirty (30) calendar days following commencement of the initial meeting then the matter shall be postponed until contract negotiations are reopened.

ARTICLE 21

PRINTING OF CONTRACT

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

ARTICLE 22

IMMUNIZATIONS

Section 1.

The County shall provide to appropriate employees in the Sanitary Engineering Department and Public Works Department all necessary immunization shots or other medications used for the purpose of immunizations. The determination of the kinds of immunizations needed shall be made by the Montgomery County Board of Health.

Section 2.

At Stillwater Center and the Country View Manor, the County will pay the cost of tuberculin tests and food handler permits when required by management.

ARTICLE 23

UNIFORMS

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.

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 nine (9) uniforms for the Sanitary Department and Public Works Department; twelve (12) uniforms for these specific classifications: **Sewer and Water** Workers and Maintenance Mechanics. 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.

Uniform styles 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 five (5) smock type garments for those persons performing food service, resident aide and laundry duties at the Country View Manor. The County will furnish smock type garments, disposable plastic gloves, 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. These badges will be returned to the County at the time the employee leaves the County service, permanently or for any substantial period of time.

Section 1.

ARTICLE 24

HOLIDAYS AND HOLIDAY PAY

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, 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.

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 sick leave for an occasion of forty (40) hours or more, except in cases of proven hospitalization, and for approved funeral leave, vacation, or personal leave, or compensatory time, for the purposes of this Article.

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.

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

ARTICLE 25

VACATION AND PERSONAL 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

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.

ARTICLE 26

SICK LEAVE ACCUMULATION AND USE

- 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.
- Section 4.** Employees may take vacation in increments of four (4) hours. Within each department, a labor/management committee may by mutual agreement establish the usage of vacation in hourly increments of one hour or greater. 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 time and Personal Leave shall be considered as time worked for the purpose of computing entitlement to time and one-half overtime pay.
- Section 7.** All employees who have completed their initial probationary period shall be entitled to two (2) days of personal leave with pay during each calendar year. Personal leave will not be used for a period of less than one (1) hour. Requests for personal leave must be given to the immediate supervisor two (2) days in advance except in case of emergency.
- Section 8.** Notice of Accumulated Leave

An employee shall be provided with a written notice of his/her accumulated annual and sick leave within a reasonable time upon his/her written request and every six (6) months, once in January and once in the month of July. Should this item appear in the employee's check stub, this will be discontinued.

Section 1.

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

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

Employees of the County are entitled to 4.6 hours paid sick leave for each completed eighty (80) hours of service to the County.

Section 2.

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

Management may request a doctor's statement from an employee where there is indication of abuse of sick leave. 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.

Employees taking retirement at age fifty-five (55) or over

with at least ten (10) years of Montgomery County service credit under the Public Employees Retirement System, employees with at least thirty (30) years service credit under the Public Employees Retirement System, and the estate of employees who die while employed full-time with Montgomery County shall receive cash payment for accumulated sick leave as follows:

- A) First two hundred forty (240) hours (up to thirty (30) days) is converted by paying one (1) day's pay for every three (3) days of accumulated sick leave.
- B) Second one hundred sixty (160) hours (thirty-one (31) to fifty (50) days) is converted by paying one (1) day's pay for every two (2) days of accumulated sick leave.
- C) All time in excess of fifty (50) days (four hundred (400) hours) is converted by paying one (1) day's pay for every day of accumulated sick leave up to a maximum of ninety (90) days.

1st 240 hours (30 days) \times 1/3 = 80 hours (10 days)
Next 160 hours (20 days) \times 1/2 = 80 hours (10 days)
Next 320 hours (40 days) \times 1 320 hours (40 days)

Maximum: 720 hours (90 days) = 480 hours (60 days)

The maximum amount of accumulated sick leave days/hours which is convertible to cash payment is ninety (90) days/seven hundred twenty (720) hours. (Maximum cash amount is not to exceed sixty (60) days.)

Section 4. Sick leave will be granted not to exceed five (5) working days for the funeral of a member of an employee's immediate family. Such use of sick leave shall not constitute an occasion of sick leave for purposes of calculating perfect attendance when proof of death is provided.

Section 5. Immediate family is defined as grandparents, brother, sister, father, father-in-law, mother, mother-in-law, spouse, child, stepchild, foster child, grandchild, guardian, or any other person who stands in place of parents. For funeral leave only, immediate family also includes grandparents-in-

law, brother-in-law, sister-in-law, daughter-in law, son-in law.

Section 6.

Employees who are terminated (except for gross misconduct) may purchase the County's Hospitalization and Major Medical benefits covered in Article 28 for eighteen (18) months after date of termination. Arrangements for payment shall be made between the employee and the payroll department prior to the effective date of termination.

Section 7.

An Employee Assistance Program will be made available to all employees.

ARTICLE 27

LEAVE OF ABSENCE

Section 1. Leave Without Pay

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

- E. Employees are required to comply with the leave of absence without pay policies and procedures instituted by management.
- Section 2. Pregnancy
- A. Employee will notify her immediate department manager of her pregnancy as soon as she knows that she is pregnant and furnish written confirmation from her physician indicating anticipated date of birth.
- B. With her physician's written approval, she will be permitted and expected to work as long as she is able to perform the regular duties of her position.
- C. If the employee's supervisor determines that the employee is no longer able to perform the regular duties of the position or other duties which the employer needs or desires to have performed, the supervisor will request a statement from the employee's physician concerning the employee's ability to perform her duties and request that the physician declare a specific date for the employee to begin her leave.
- D. During her Pregnancy Leave of Absence, the employee will continue to accrue service credit towards her pension benefits and other benefits which are based on length of service provided the employee remains in active pay status and returns to work at the end of Pregnancy Leave as herein provided.
- E. Upon completion of a maternity leave of absence, the employee will be returned to the classification which she formerly occupied provided she has complied with all the terms of this section.
- F. The starting date of Maternity Leave of Absence shall be provided to Management no later than thirty (30) calendar days prior to the commencement of such leave, except in the case

of emergency situations. The employee will be reinstated with full seniority provided the employee has contacted Management within thirty (30) calendar days after delivery and indicates the date she desires to return to work and that the employee returns to work no more than one hundred eighty (180) calendar days after delivery.

G. Should an employee wish to return to work before the expiration of the leave, she may do so by giving her immediate supervisor at least fourteen (14) calendar days advance notice of her wish to return.

H. Maternity Leave shall be without pay unless the employee elects to use accumulated vacation or sick leave for this purpose.

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. Effective January 1, 1993, an employee absent from work because of any service connected occupational illness or injury, as determined by the Industrial Commission, shall be entitled to reinstatement at the same rate of pay he/she received prior to the date of such illness or injury, upon approval of his/her application to return to work. Such application shall be made within one (1) year following the date of the injury. This period may be extended with the approval of Management and upon the advice of competent medical authority. Seniority rights will continue to accumulate during such absence.

It is the responsibility of the injured employee to inform Management of the estimated length of his/her absence, as determined by the treating physician. This notification shall be made in a timely manner, and in any event shall not exceed

two (2) weeks following said injury. If an estimation of such absence cannot be made by the treating physician, then the employee required to report to his/her immediate supervisor either by phone or by letter, on a bi-weekly basis until an estimated time of absence can be ascertained.

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

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

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

1. Submit a completed Bureau of Workers' 53

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 nine months from the start of his/her leave.

- B. He/she reaffirms this intention in writing even 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 tuition assistance for full-time employees to further their potential by attending any accredited school or institution. The annual maximum tuition reimbursement shall be \$1,500.00. Work-related course reimbursement shall be at 100% to the \$1,500.00 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, Organizational Development 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.

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.
4. 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

INSURANCE

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 insurance program in accordance with the Plan.

The County will deposit the following amounts into a Choice Spending Account for employees choosing to waive health coverage:

	Monthly Contribution	Annual Contribution
Employee with no dependents:	57.50	690.00
Employee with dependents:	120.00	1,440.00

Employees may contribute to a Choice Spending Account by redirecting a portion of their pre-tax income. Such salary redirection will be subject to all provisions of IRS Chapter 125.

Section 2.

* The County will pay ninety (90%) percent of the premium cost for family health coverage *, and the employee will pay ten (10%) percent not to exceed eighty (\$80.00) dollars per month in 2004 Plan Year, not to exceed eighty (\$80.00) dollars per month in 2005 Plan Year, not to exceed one hundred (\$100.00) dollars per month in 2006 Plan Year.

The County will pay ninety (90%) percent of the premium cost for single health coverage, and the employee will pay ten (10%) percent not to exceed forty (\$40.00) dollars per month in 2004 Plan Year, not to exceed forty (\$40.00) dollars per month in 2005 Plan Year, not to exceed forty (\$40.00) dollars per month in 2006 Plan Year.

Section 3.

The County will provide \$25,000.00 of group term life

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

- Section 4. Employee deductions and contributions will occur on a schedule of deductions established by Montgomery County.
- Section 5. The benefits provided for herein shall be provided through group coverage selected by the County.

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 thirty (30) cents or the current Internal Revenue Service standard rate, whichever is higher, 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 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. 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 or Country View Manor employees in excess of eight (8) hours per day or eighty (80) hours bi-weekly. 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 emergency overtime when practicable and shall not apply to regularly scheduled overtime and 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.

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 earn compensatory time at the rate of time and one-half if paid at the overtime rate. Employees shall be permitted to take compensatory time within six (6) months from the date it was earned. Employees may not earn in excess of forty (40) hours (40 hours times one and one half hours) of compensatory time in a calendar 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 supervisor. This list shall be available to all affected employees; Local stewards may review bargaining unit members' overtime list upon request.

Section 7.

Call-in pay is payment for emergency work performed by an employee who has been recalled to work at a time disconnected with his/her normally scheduled work time. 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, personal leave, funeral leave and paid holidays shall be counted as time worked for the purposes of computing entitlement to time and one-half overtime.

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) or ten (10) hour days. If a department changes the number of hours worked in a day, it shall be with a majority of affected employees' and the Union's mutual consent, number of hours scheduled for the day (such as ten

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

Contingent upon agreement and ratification by union membership on or by December 31, 2003, wage increases during the term of this agreement shall be as follows:

- A. Effective January 1, 2004, each step in Schedule A and B of the County's existing pay plan will increase by zero (0%) percent.
- B. Effective January 1, 2005, each step in Schedule A and B of the County's pay plan will increase by one and one-half (1½%) percent.
- C. All eligible employees are entitled to performance step increases of one and one-half (1½%) percent, pursuant to the article on evaluations and merit increases and in accordance with the 2005 Pay Plan.
- D. Effective January 1, 2004, * employees whose wages exceed their pay grade will receive a zero (0%) percent wage increase and will receive a one and one-half (1½%) percent wage increase effective January 1, 2005.
- E. * Reopen negotiations on 2006 step increases and wages only.

Section 1.

Section 2.

Temporary Rates *

Employees required to work and substantially perform the job duties in a higher classification on a temporary basis will be paid at the appropriate step in the higher pay range which represents at least a 3% 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 full-time bargaining unit member works fifty percent (50%) or more of his/her regularly scheduled shift, excluding overtime, between the hours of 3:00 p.m. and 7:00 a.m., that employee is entitled to thirty-five cents (35¢) an hour shift differential for all hours worked in addition to his/her base rate of pay. When an employee is scheduled to work on a holiday, as part of his/her regularly scheduled shift, that employee shall receive the shift differential for both his/her regularly scheduled work hours and his/her holiday pay.

When an employee who normally works a shift not eligible for shift differential is reassigned to work non-overtime hours on a shift that is eligible for shift differential, the employee is entitled to shift differential pay in accordance with this Article.

ARTICLE 32

EVALUATIONS AND MERIT INCREASES

Section 1.

All employees in the County will be evaluated at least once annually, approximately thirty (30) days prior to the anniversary date.

Section 2.

Both the employee and the supervisor shall participate in the evaluations. The employee shall be given opportunity to examine all evaluations and discuss 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 less than satisfactory.

Section 4.

* Generally, employees are eligible for step increase upon satisfactory performance, on the anniversary date following a satisfactory evaluation. However, moratorium on merit increases and movement to the next step in the progressive pay plan is in effect for 2004. * If an employee receives a less than satisfactory evaluation, it may be appealed at the third step within five (5) working days of receipt of the evaluation.

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, 2006.

ARTICLE 34

DEFINITIONS

Anniversary Date of Hire for purposes of evaluation, 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 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.

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.

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

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

Lateral Classification Change a movement from one classification to another

classification in the same pay range.

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

Member means eligible bargaining unit member.

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

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

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, on-call 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.

MISCELLANEOUS AGREEMENTS

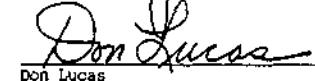
Agreed that resident aides at the Country View Manor will not be required to pass out medication.

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 medical leave of absence.

IN WITNESS WHEREOF, the Parties to this Agreement (2004 - 2006 labor contract with The American Federation of State, County and Municipal Employees, The Dayton Public Service Union) have set their hands this 6th day of January, 2004.

BOARD OF COUNTY COMMISSIONERS
MONTGOMERY COUNTY, OHIO

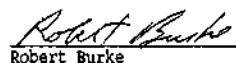

Charles J. Curran

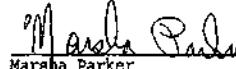

Don Lucas

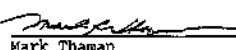

Vicki D. Pegg, President

ON BEHALF OF MANAGEMENT:

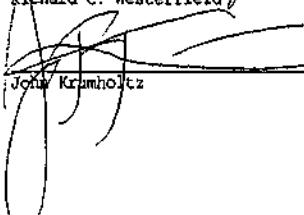

Brenda L. Thomas
Chief Management Negotiator


Robert Burke

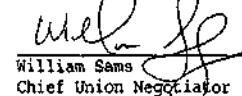

Marsha Parker


Mark Thaman

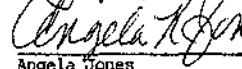

Richard C. Westerfield

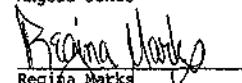

John Krumholz

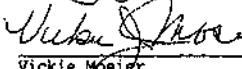
ON BEHALF OF THE UNION:

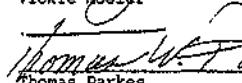

William Sams
Chief Union Negotiator

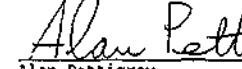

Jeffrey Hasty

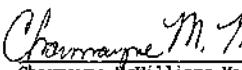

Angela Jones


Regina Marks


Vickie Moeller


Thomas Parkes


Alan Pettigrew


Charmayne M. Marvin