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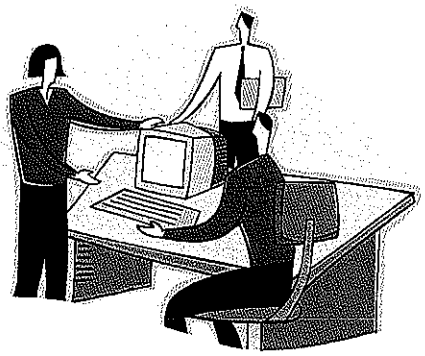
The Greene County Department of Job & Family Services



Collective Bargaining Agreement With Teamsters Local #957

July 1, 2013 – June 30, 2016

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ARTICLE 1 PURPOSE

This Agreement is made between the Board of Greene County Commissioners and the Greene County Department of Job and Family Services, hereinafter referred to as "Employer" or "County" and Teamsters Local Union No. 957 General Truck Drivers, Helpers, Sales and Service, and Casino Employees, hereinafter referred to as the "Union". This Agreement has as its purpose the following:

SECTION 1.1. Stabilization of Relationship. To achieve and maintain a satisfactory and stabilized employer-employee relationship and to promote improved work performance.

SECTION 1.2. Adjustment of Differences. To provide for the peaceful and equitable adjustment of differences which may arise.

SECTION 1.3. Retention of Employees. To attract and retain qualified employees by providing those benefits compatible with the financial resources of the Employer.

SECTION 1.4. Effective Service. To assure the effectiveness of service by providing an opportunity for employees to meet with the Employer, either individually or through their representatives, to exchange views and opinions on policies and procedures affecting the conditions of their employment, subject to the applicable resolutions of the Greene County Commission, State of Ohio Revised Code, State and Federal Laws, and the Constitution of the State of Ohio and the United States of America.

SECTION 1.5. Employee Rights. To assure the right of every employee to fair and impartial treatment.

SECTION 1.6. Opportunity to Negotiate. To provide an opportunity for the Union and the Employer to negotiate as to wages, hours, and conditions of employment. This Agreement pertains to all employees within the bargaining unit defined hereunder.

ARTICLE 2 MANAGEMENT RIGHTS

SECTION 2.1. Enumeration of Specific. The Union shall recognize the right and authority of the Employer to administer the business of the Department, and in addition to other functions and responsibilities which are not specifically mentioned herein, the Union shall recognize that the Employer has and will retain the full right and responsibility to direct the operations of the Department, to promulgate reasonable rules and regulations and to otherwise exercise the prerogatives of management, except to the extent modified by this Agreement, including but not limited to the following:

A. To manage and direct its employees, including the right to select, hire, promote, transfer, demote, assign, evaluate, layoff, recall, reprimand, suspend, discharge, reward or discipline for cause, and to maintain discipline among employees.

B. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed and utilization of technology.

C. To determine the Department's goals, objectives, programs and services; and to utilize personnel in a manner designed to effectively meet these programs.

D. To determine the size and composition of the work force and the Department's organizational

structure, including the right to relieve employees from duty due to lack of work or austerity programs.

E. To determine the hours of work, work schedules, and to establish the necessary work rules for all employees.

F. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained.

G. To determine the necessity to schedule overtime and the amount required thereof.

H. To determine the Department budget and uses thereof.

I. To maintain the security of records and other pertinent information.

J. The Employer 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 Employer in those emergency situations.

K. To effectively manage the work force.

L. Take actions to carry out the mission of the public employer as a governmental unit.

M. To contract out for goods and services.

SECTION 2.2. Not to be Used to Discriminate. The Employer agrees not to use these rights to discriminate against an employee or group of employees.

ARTICLE 3 UNION RECOGNITION

SECTION 3.1. Exclusive Representative and "Bargaining Unit" Defined. The Employer recognizes the Union as the sole and exclusive representative for the purpose of negotiating rates of pay, fringe benefits, and other conditions of employment for those employees of the Employer in the bargaining unit as certified by the State Employment Relations Board in Case No. 93-REP-12-0254. Whenever used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals employed full-time in and holding the following classifications:

DATA ENTRY OPERATOR 2
TELEPHONE OPERATOR 1, 2
CLERICAL SPECIALIST
CLERK 2
TYPIST 2
FAMILY SERVICE AIDE 1
VEHICLE OPERATOR 1
SOCIAL SERVICE WORKER 1, 2, 3
INCOME MAINTENANCE AIDE 1, 2
INVESTIGATOR AND RECOVERY SPECIALIST 1, 2, 3
ACCOUNT CLERK 2

CUSTODIAL WORKER
ACCOUNTANT 1
CHILD SUPPORT ENFORCEMENT SPECIALIST 1, 2, 3
EMPLOYMENT SERVICES WORKER
EMPLOYMENT SERVICES ASSISTANT
EMPLOYMENT SPECIALIST 2, 3

SECTION 3.2. Bargaining Unit Exclusions. Notwithstanding the provisions of this Article, management, confidential, supervisory, part-time, seasonal, intermittent, and employees in the unclassified service shall not be included in the bargaining unit. For the purpose of this Section a part-time employee shall be an employee whose regular hours of employment are less than twenty-one (21) hours per week. A seasonal employee is one who is employed on a temporary basis for a particular season or seasons of the year.

SECTION 3.3. Exclusive Representation. The Employer will not recognize any other Union as the representative for any employees within the bargaining unit as certified by SERB in Case No. 93-REP-12-0254 and Case No. 02-REP-05-0094.

ARTICLE 4 UNION REPRESENTATION

SECTION 4.1. The Employer agrees to admit not more than two (2) union business representatives to the Employer's facilities during the Employer's normal office business hours, Monday through Friday. The business representative(s) shall be admitted to the Employer's facilities and sites for the purpose of processing grievances or attending meetings as permitted herein, providing the Union Representative gives reasonable notice and shall identify himself and obtain clearance from the Employer's designated representatives before contacting any employee.

SECTION 4.2. The Union may select one (1) Steward and two (2) Alternate Stewards to represent the employees covered by this Agreement. The Union shall submit in writing the names of the bargaining unit employees who act as Steward or Alternates for processing grievances as outlined in the Grievance Procedure. The Employer shall recognize as Union Representatives, the Steward, or in his absences the Alternate Steward(s), who are all employees of the bargaining unit and the Local Union Business Representative. Stewards shall be recognized as representatives as provided herein.

SECTION 4.3. The Union shall provide to the Employer an official roster of its Business Representatives and Local Union Stewards which is to be kept at all times and shall include the following:

(1) Name
(2) Address
(3) Home Telephone Number or Cell Phone Number
(4) Union office held

No employee shall be recognized by the Employer as a Union Representative until the Union has presented the Employer with written certification of that person's selection.

SECTION 4.4 Stewards are responsible for the investigation of grievances and the representation of employees in disciplinary matters. When a supervisor interviews a bargaining unit employee, the bargaining unit employee may have a steward present to the extent required by law. Employees shall be

given reasonable time, to consult with their appropriate Steward to discuss grievance and disciplinary matters. The authorized representative, grievant, and witnesses, if any, shall be permitted time to present grievances to the next step of the grievance process up to arbitration without loss of pay.

SECTION 4.5 Rules governing the activity of Union representatives are as follows:

> The Union agrees that no official of the Union, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent specifically authorized herein.

ARTICLE 5 UNION SECURITY

SECTION 5.1. Member Availability. The Employer and The Union agree that membership in the Union is available to all employees occupying classifications as has been determined by this Agreement appropriately within the bargaining unit upon the successful completion of their probationary period.

SECTION 5.2. Dues "Check-Off". The Employer agrees to deduct regular membership dues, initiation fees, and assessments once a month from the pay of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The employer shall make deductions for dues and assessment fees from the pay on the first pay date in each calendar month. Deductions for initiation fees and/or arrearages shall be made from the pay on the second pay date in each calendar month. The signed payroll deduction form must be presented to the Employer by the Union. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which Union dues are regularly deducted.

SECTION 5.3. Disclaimer of Responsibility-Re: "Check-Off". It is specifically agreed that the Employer assume no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

SECTION 5.4. Termination of "Check-Off". The Employer shall be relieved from making such "check-off" deduction upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) revocation of the check-off authorization in accordance with the terms of this Agreement or with applicable law.

SECTION 5.5. Limitation of "Check-Off". The Employer shall not be obligated to make dues deductions or fair share fee deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues or fair share fee deductions.

SECTION 5.6. Errors in "Check-Off". It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deduction unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues or fair share fee will normally be made. Payroll collection of dues or fair share fees shall be authorized for the exclusive bargaining agent only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

SECTION 5.7. Annual Certification by Union Treasurer. The names of employees and the rate at which dues or fair share fees are to be deducted shall be certified to the payroll clerk by the Treasurer of the Union during July of each year. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues or fair share fees deduction. The Employer agrees to request the Greene County Auditor to furnish the Treasurer of the Union a warrant in the aggregate amount of the deduction. At any time when there is a change in status of an employee (promotion, demotion, unpaid leave or other event), the payroll clerk shall indicate so on the dues billing (which is forwarded to the Personnel Department for submission to the Auditor) and provide a copy to the Union.

SECTION 5.8. Correction of Deduction. Deductions provided for in this Article shall be made during one (1) pay period each month. In the event a deduction is not made for any Union member during any particular month, the Employer upon written verification of the Union, will make the appropriate deduction from the following pay period in which Union dues or fair share fees are regularly deducted if the total deduction does not exceed the total of two (2) month's regular dues or fair share fees from the pay of any Union member, nor will the Employer deduct more than one (1) month's regular dues or fair share fees for more than one (1) consecutive month.

SECTION 5.9. Duration of Authorization. Each eligible employee's written authorization for dues shall be honored by the Employer for the duration of this Agreement, unless an eligible employee certifies in writing that the dues check-off authorization has been revoked in accordance with this Agreement, at which point the dues deduction will cease effective the pay period following the pay period in which the written dues deduction revocation was received by the Employer and a copy of the written revocation shall be forwarded to the Union.

SECTION 5.10. Maintenance of Membership. Although it is agreed that Union membership is not a mandatory condition of employment for any employee covered by this Agreement, any employee covered by this Agreement and employed before its effective date who has become a Union member prior to that date shall, as a condition of continued employment, continue to pay to the Union those dues or fair share fees charged members of the Union in good standing for the life of this Agreement (except as otherwise provided herein). The failure of an employee, who has become a member or who does not withdraw membership in accordance with this Agreement to continue to pay such dues or fair share fees shall obligate the Employer, upon written notice from the Union to such effect, to discharge the employee if payment of such membership dues or fair share fees was available to the employee on the same terms and conditions generally available to all other employees.

SECTION 5.11. New Hires. An employee hired after the effective date of this Agreement and covered by this Agreement who, after completing one hundred eighty (180) calendar days of employment voluntarily joins the Union, shall be subject to the same terms of continued membership as employees in Section 5.10 above.

SECTION 5.12. Fair Share Fee. The Employer agrees if Union membership reaches eighty percent (80%) of the bargaining unit during the life of this Agreement, employees in the bargaining unit who are not members of the bargaining unit shall pay a fair share fee. This arrangement does not require any employee to become a member of the Union, nor shall fair share fees exceed the dues currently paid by members of the Union who are in the same bargaining unit. The non-member employee shall have all rights described under Section 4117.09 of the Ohio Revised Code. This shall take effect on the first day of the month following delivery to the Employer of written proof of current union membership of eighty percent (80%) of the bargaining unit. The fair share fee is an automatic deduction and does not require

written authorization of the employee. The Union shall certify the amount of the fair share fee in writing to the Employer. The Union shall prescribe a rebate and challenging procedure in compliance with Ohio Revised Code Section 4117.09(C).

SECTION 5.13. Withdrawal of Membership. Every employee who is a member of the Union shall have the right to withdraw from membership during the last twenty (20) days before the expiration date of this Agreement by submitting a written request to the Secretary Treasurer of the Local Union. An employee who has properly withdrawn membership as provided herein shall nonetheless be subject to the provisions in Section 5.12.

ARTICLE 6 NON-DISCRIMINATION

SECTION 6.1. Neither the Employer nor the Union shall discriminate against any employee because of age, race, sex, color, religion, national origin, disability, or genetic information. This Article is intended to restate and emphasize the existing legal obligations of the Employer and the Union not to discriminate on any of these grounds.

SECTION 6.2. Reasonable Accommodation. Notwithstanding any other provision in this Agreement, the Employer may take any action required under the Americans With Disabilities Act to make a reasonable accommodation to a disabled employee. Before the Employer undertakes any action required in order to secure compliance with the Americans With Disabilities Act, the Employer agrees to notify the Union, when practicable.

ARTICLE 7 WORK RULES

SECTION 7.1. Right to Promulgate. The Union recognizes that the Employer has the right to promulgate reasonable work rules. Members of this bargaining unit shall receive upon request a copy of aforementioned rules.

SECTION 7.2. Advance Notice of Changes. The parties recognize that it is the philosophy of the Employer to inform the employees in advance of any changes in the work rules whenever possible.

SECTION 7.3. Fair Application to Rules. Work rules, policies and directives are to be interpreted and applied fairly to all employees.

SECTION 7.4. Rules in Conflict with Agreement Invalid. Should any work rules conflict with the specific provisions of this Agreement, such rule(s) shall be invalid.

ARTICLE 8 GRIEVANCE PROCEDURE

SECTION 8.1. Definition. A grievance is any dispute which a bargaining unit employee has concerning the interpretation, application, or alleged violation of the express provisions of this Agreement.

SECTION 8.2. Time Limit for Filing. All grievances must be submitted within five (5) working days after the occurrence of the act or events giving rise to the alleged grievance, or within five (5) working days of the date the employee should have known of the events giving rise to the alleged grievance.

SECTION 8.3. Procedures. All grievances are to be settled in accordance with the grievance procedure set forth below. The grievant shall identify in writing that part of the Agreement about which he claims to be aggrieved.

Step 1. Any Employee, with or without his union steward, shall discuss the grievance with his immediate supervisor. It shall be discussed verbally and if settled, no further action shall be taken.

Step 2. If the grievance is not settled in Step 1 and the employee wishes to appeal the grievance to Step 2, the employee must present the grievance in writing five (5) working days following the Step 1 meeting to the immediate supervisor. All written grievances should contain the following information to be considered and must be filed using the grievance form mutually agreed upon by the parties:

A) Grieved employee's name and signature.
B) Date grievance was first discussed and name of supervisor with whom the grievance was discussed.
C) Date and time grievance occurred.
D) Date grievance was filed in writing.
E) A description of the incident giving rise to the grievance.
F) Specific sections of the Agreement violated, as known to the grievant.
G) Desired remedy to resolve the grievance.

The immediate supervisor shall reply to the grievant within five (5) working days after the grievance is submitted to him in writing. If an employee does not agree with the response or does not receive a reply to his written grievance within five (5) working days, his grievance may be taken to Step 3 of the Grievance Procedure. A Step 3 grievance must be filed within five (5) working days after the employee receives his reply or should have received his reply.

Step 3. If the grievance is not settled in Step 2 and the employee wishes to appeal the grievance to Step 3, the employee must present the written grievance within five (5) working days to the applicable Division Administrator. The Division Administrator will investigate, make inquiries and may hold a meeting on the grievance and provide a written reply within five (5) working days after the meeting. If the employee does not receive a satisfactory reply to his written grievance within five (5) working days, his grievance may be taken to Step 4 of the Grievance Procedure within five (5) working days after the date the reply was or should have been received.

Step 4. If the grievance is not settled at Step 3 and the employee wishes to appeal the grievance to Step 4, the employee must present the written grievance within five (5) working days to his Department Director. The Department Director, or his nominee, may hold a meeting with regard to the grievance within five (5) working days following receipt of the grievance. The Department Director, or his nominee, shall reply to the grievant in writing within ten (10) working days from the termination of the meeting.

Step 5. a) If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration. The Union must provide written notice to the Department Director for arbitration within thirty (30) days of receipt of the Director's Step 4 answer. The parties shall immediately jointly request the Federal Mediation Conciliation Service to submit a panel of arbitrators. The party invoking arbitration shall strike the first name, the other party shall then strike one name, the process shall be repeated and the remaining person shall be the arbitrator. Both parties may reject one (1)

entire panel. The arbitrator shall be notified of his selection by a joint letter from the Employer and Union requesting that he set a time and date, subject to the availability of the Department and Union representatives. All arbitration hearings shall be held in Xenia, Ohio (unless the parties mutually agree otherwise).

b) The arbitrator shall have no right to recommend to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He 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. The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of state or local laws. The arbitrator shall submit in writing his decision with 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 on his 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.

c) The fee and expenses of the arbitrator shall be divided equally between the County and the Union provided, however, that each party shall be responsible for compensating its own representatives and non-employee witnesses.

SECTION 8.4. Union Representation. Throughout the grievance process, the employee may have his union steward present, or any other personal representative.

SECTION 8.5. Probationary Employees. This grievance procedure is not available to any employee serving his initial probationary period.

SECTION 8.6. Group Grievances. Where a group of employees desire to file a grievance involving a situation affecting each employee in the same manner, one employee selected by the group will process the grievance.

SECTION 8.7. Time Limits. The parties may by mutual agreement waive any steps or any of the time limits of this Article. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step.

SECTION 8.8. Working Days. The term "working days" as used in this Article shall mean the days Mondays through Fridays inclusive and excludes Saturdays, Sundays and holidays on which County operations are closed.

SECTION 8.9. Consolidation of Grievances. Two or more grievances may not be joined or consolidated for hearing by an arbitrator except upon mutual agreement of both parties.

SECTION 8.10. Witnesses. The Employer will not pay or compensate the aggrieved employee or persons attending an arbitration hearing on behalf of the aggrieved employee. The employer will pay the grievant, grievant's representative, and employee witnesses through the first 4 steps of the Grievance Procedure.

ARTICLE 9 CORRECTIVE ACTION AND PERSONNEL FILES

SECTION 9.1. Employee Tenure. The tenure of every employee shall be during good behavior and efficient service. No member shall be reduced in pay or position, suspended, discharged or removed except for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment to the public, neglect of duty, or any other failure of good behavior, or any other acts of misfeasance, malfeasance, or nonfeasance, nor shall the Employer take any form of corrective action against any member in the bargaining unit except for just cause.

SECTION 9.2. Types of Discipline. Disciplinary action may include (a) verbal warning, (b) written reprimand, (c) suspension without pay, (d) demotion or (e) discharge from employment. Management may, at its discretion, exercise the option to impose a working suspension in lieu of a suspension without pay. Employees who call in sick during a working suspension will not be compensated for the missed work while under suspension. The Employer is required to give notice of discipline (including discharge) only to the employee and the Chief Steward of the Union.

In deciding what level of discipline to take, the Employer shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct. All disciplinary action will be conducted in a timely manner, as soon as possible from the date of the event or the date of discovery. The Employer will communicate to the employee within 10 working days of the event or discovery that discipline may be forthcoming when the expected action is delayed for any reason, such as a pending investigation.

SECTION 9.3. Sealing of Disciplinary Action Records. Disciplinary actions will be sealed at the employee's written request two (2) years after the effective day of the discipline providing there is no intervening disciplinary action during the two (2) year period. Sealed records are public records pursuant to the State Public Records Law.

SECTION 9.4. Copies to Employees. An employee shall be given a copy of any reprimand or evaluation entered in his personnel record.

SECTION 9.5. Employee Access to Personnel File. An employee shall have access at his place of employment to his personnel folder, upon reasonable notice to the custodian thereof. Such access to personnel records shall be within two (2) working days of said request. Inspection shall occur during non-working hours, including lunch and break periods, at a time and in a manner mutually acceptable to the employee and Director, or his represented designee. The employee may be accompanied by his personal representative in such inspection. It is understood between the parties that this access does not include pre-employment employer inquiries and reference checks and responses or information provided the County with the specific request that it remain confidential. An employee may request copies of materials in his personnel file. The cost to the employee shall be $.20 per page, unless otherwise mandated by state law.

SECTION 9.6. Employee May Add to File. An employee shall be permitted to insert written clarifications or explanatory memorandums of material found in their personnel file.

ARTICLE 10 SENIORITY

SECTION 10.1. Definition. For purposes of this Agreement seniority is defined as length of continuous full time service since their last day of hire with the Greene County Department of Job and Family Services except those present employees on payroll on the effective date of this Agreement, whose seniority date shall be the date listed on the Seniority Roster. The Employer shall update and post the seniority roster semi-annually.

SECTION 10.2. New Hire Probationary Period. No employee shall acquire seniority rights under this Agreement until he has been continuously employed by the Greene County Department of Job and Family Services for one hundred eighty (180) calendar days. During this period, he shall be considered a probationary employee. In the case of layoff, bumping and recall, there shall be no seniority among probationary employees. Upon successful completion of the probationary period, seniority will be retroactive to the date of hire. The Employer shall notify the local Union of new employees who have completed their probationary period.

ARTICLE 11 HOURS OF WORK AND OVERTIME

SECTION 11.1. Normal Schedule. The normal schedule of hours shall consist of eight (8) consecutive hours per day (not including either one (1) hour or the optional one-half hour for lunch and a fifteen minute mid-morning and mid-afternoon break subject to work load), five (5) days a week, Monday through Friday. Any break not taken shall be forfeited. The Employer shall establish the start time and duration of working hours as required by work load and production flow, client service needs, and the efficient management of personnel resources.

SECTION 11.2. Overtime Compensation. Subject to Section 11.3, all employees shall be paid one and one-half (1 1/2) times the regular hourly rate of pay for overtime worked. For the purpose of computing overtime, employees shall receive time and one-half their regular rate of pay for all authorized hours actually worked, vacation, or holiday hours paid, and paid court leave, in excess of forty (40) hours per week.

SECTION 11.3. Compensatory Time. Eligible employees shall receive compensatory time off at the rate of one and one-half hours for each hour worked in excess of forty (40) hours, but may not accumulate in excess of eighty (80) hours annually. Earned compensatory time must be taken at a time mutually convenient to the employee and the Employer with reasonable advance notice within one calendar year after such overtime is worked, or it shall be paid as overtime compensation.

SECTION 11.4. Pyramiding Prohibited. There shall be no pyramiding or duplication of any overtime.

SECTION 11.5. Hours of Work Calculations. All hours of work and overtime will be calculated by rounding to the nearest one-tenth of an hour.

SECTION 11.6. Overtime Distribution. (A) The Employer will make every reasonable effort to distribute authorized overtime among all employees in each classification on an equal basis according to their seniority. The Employer shall prepare an overtime distribution list by job classification, within each unit, for overtime assignments when overtime work is necessary. All overtime opportunities offered shall be rotated among all employees within the unit and classification, except in case of emergency or when a particular employee or group of employees with special skills, knowledge or qualifications is needed.

The overtime distribution list shall begin with the most senior person in the job classification. When an overtime opportunity is offered, the employee shall be instructed as to whether the overtime will be compensated pursuant to either Section 2 or 3 above. When an employee is unable to work the overtime which is offered to him, the employee shall be charged with the opportunity offered, and will not be offered overtime opportunities again until his name rotates to the top of the list.

(B) An employee returning from a leave of absence will be charged with any overtime opportunities that would have been offered to him during the leave of absence. Upon return to work, the employee will be offered the first overtime assignment in the classification for which the employee is qualified.

(C) An employee who is entering a new classification will be added to the bottom of the list in the classification.

SECTION 11.7. Required Overtime. The Employer reserves the right to require employees to work overtime. Should it be necessary to require overtime, the Employer will require the least senior qualified employee(s) in the job classification to accept the overtime assignment. Employees are not permitted to work overtime without prior approval of their supervisor.

SECTION 11.8. Omission of Overtime. The remedy for failure to offer overtime shall be that the employee shall be offered an equal or comparable amount of overtime at the next opportunity.

SECTION 11.9. Flex Time Schedule.

A. Employees of the Greene County Department of Job and Family Services may participate in the flex time policy and the optional one-half hour lunch period, dependent upon the needs of the clients and the Department. Management reserves the right to change work schedules and flex options based upon the operational needs of the Department, with advance notice to the Union.

The employees may elect one of the following schedules on a bi-annual basis:

ONE HOUR LUNCH	HALF HOUR LUNCH
7:30 A.M. – 4:30 P.M.	7:30 A.M. – 4:00 P.M.
8:00 A.M. – 5:00 P.M.	8:00 A.M. – 4:30 P.M.
	8:30 A.M. – 5:00 P.M.

All lunch periods must be taken between the hours of 11:00 A.M. and 2:00 P.M.

In January and June, the employees may submit written request for their choice. Selections will be made based on seniority in accordance with the Department's needs and should be based on a rotating basis.

B. With the prior approval of the employee's immediate supervisor, the employee may through a written request stating the reason use a flex time schedule within a work week for purposes of medical or personal appointments. Provided that the employee works a number of hours equivalent to his full work week, the use of flex time for medical or personal appointments shall not be counted as a use of sick leave for purposes of Article 16, Sick Leave. The employee must request use of flex time at least twenty-four (24) hours prior to the work day on which he wishes to use the flex time. The supervisor may

decline the request, at the supervisor's discretion, based on staffing requirements, client schedules, or other work-related requirements. Supervisory approval shall not be unreasonably withheld. All flexing must occur during the agency's open hours of operation. The maximum amount of time that may be flexed in a work week is limited only by the amount of time that can be made up during open hours of operation, not to exceed the employee's scheduled number of work hours per week. Time may be flexed only in increments of 1/2 hour or 1 hour.

ARTICLE 12 JOB POSTING

SECTION 12.1. All Vacancies to be Posted. When a permanent vacancy occurs, the Employer shall post for five (5) working days a notice of the opening stating the job classification and rate of pay. Job postings may be used for forty-five (45) days from the start date of the successful applicant for subsequent vacancies.

SECTION 12.2. Employees to Apply in Writing. Employees who wish to be considered for the posted job must file written application with the Employer by the end of the posting period.

SECTION 12.3. Employer Declares Existence. The Employer will decide when a permanent vacancy exists. The bidding procedure as described shall only apply to bargaining unit permanent vacancies. The employer will solicit and consider, if three or more qualified applicants apply, departmental applicants before posting vacancies outside of the department.

SECTION 12.4. Seniority as Applied to. The applications timely filed will be reviewed by the Employer. Selection for bargaining unit positions will be made on the basis of 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 substantially equal, seniority shall govern. In the event two or more applicants have the same seniority date, priority in the time of filing the employment application shall determine the order of the applicants on the eligible list. Employee's failure to be chosen may be subject to the grievance procedure.

SECTION 12.5. Temporary Vacancies. Due to the nature of a position and in order to prevent interruption of 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 a permanent employee is made to fill the position. As much as is practicable, the employer will limit such temporary assignments to sixty (60) calendar days, except in cases of vacancies resulting from approved leave.

SECTION 12.6. Probationary Period. An employee 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 eighty (180) calendar day probationary period. Employees who are awarded a position in accordance with this Article shall not be subject to civil service testing. Employees promoted to the position of Child Support Enforcement Specialist 1, 2, or 3, Employment Services Worker, Social Service Worker 2, Social Service Worker 3, Investigator 1, Investigator 2, or Investigator 3, shall receive a minimum of 16 hours of planned training relevant to the new position within the first ninety (90) days after the promotion. If the employee does not qualify for the job, as evidenced by his performance during his probationary period, he shall be returned to his former classification. Probationary reductions are only grievable to the third step.

SECTION 12.7. Probationary Employee. A person in a probationary period is not eligible for promotion.

SECTION 12.8. Lower or Lateral Classification. Successful applicants for lower or lateral classifications may not make more than one application for any lower or lateral position in a two (2) year period. An employee accepting a lower rated position shall receive the hourly rate of pay specified for that classification in Appendix A of the Labor Agreement at the job rate.

SECTION 12.9. Job Descriptions. Any time there is any change in the job description it shall be provided to the employee and the Union Steward.

ARTICLE 13 CLASSIFICATION AND POSITION AUDIT SYSTEM

SECTION 13.1. The classification of positions within the Greene County Department of Job and Family Services, the duties assigned to those positions, and the methodology used for classification is vested with Management. However, Management agrees that it will not hereafter convert full-time bargaining unit positions into part-time non-bargaining unit positions. Whenever a new classification is established or an existing classification substantially changed, Management shall notify the Union in writing fifteen (15) days in advance of the effective date of the change.

SECTION 13.2. When a new job classification is established or an existing one is substantially changed, the County will submit the description in writing to the Union. Within thirty (30) days the parties will meet to negotiation the rate of pay for the job. If no agreement can be reached between the parties, they will submit it to the Grievance Procedure at the third step. 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 13.3. 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) days from the date of their request.

ARTICLE 14 LAYOFF AND RECALL

SECTION 14.1. In case a long term layoff (lasting six (6) working days or more) of bargaining unit employees is anticipated, the Employer shall notify the Union and the employees to be affected of the impending layoff. The Employer and the Union shall meet prior to the effective date of the layoff to discuss possible alternatives and the impact of the layoff on bargaining unit employees. However, the decision to lay off employees and the selection of classifications affected rests solely with the Employer.

SECTION 14.2. Affected employees shall receive notice of any long term layoff five (5) calendar days prior to the effective day of the layoff. Notice under this section is accomplished upon mailing, in the event notice is not completed by hand delivery. Employees will be notified of the Employer's decision to implement any temporary layoff, lasting five (5) days or less, as soon as possible.

SECTION 14.3. The Employer shall determine in which classifications layoffs will occur, and layoffs of bargaining unit employees will be by classification. Employees shall be laid off within each classification by inverse order of seniority, beginning with:

a. Temporary/intermittent employees;
b. Probationary employees;
c. Permanent part-time employees; and
d. Full-time regular employees.

SECTION 14.4. Any employee receiving notice of long term layoff shall have two (2) work days following receipt in which to exercise his right to bump, in the following order: the least senior employee within the same classification or next lowest classification within the same classification series or in any position held during the five (5) year period before the notice of layoff, provided the more senior employee possesses the skill, ability, and qualification to perform the work. Any employee who is bumped from his position shall have two (2) work days in which to exercise his bumping rights in a similar manner. Any employee who does not have sufficient seniority and/or skill, ability and qualifications to bump another employee, shall be laid off and placed on a recall list. An employee may only exercise his bumping rights once during any layoff affecting his position.

SECTION 14.5. When employees are laid off, the Employer shall create a recall list for each classification. The Employer shall recall employees from the layoff to their prior classification as needed. The Employer shall recall such employees according to seniority, beginning with the most senior employee in the classification and progressing to the least senior employee up to the number of employees to be recalled. An employee who is laid off shall be placed on a recall list for a period of twenty-four (24) months or for his/her length of seniority with the Department whichever is less.

SECTION 14.6. Notice of recall from a long term layoff shall be sent to the employee by certified or registered mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

SECTION 14.7. The employee recalled from long term layoff shall have five (5) calendar days following the date of receipt of the recall notice to notify the Employer of his intention to return to work and shall have ten (10) calendar days following the receipt date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

SECTION 14.8. The employee bumping into another position shall receive the pay rate of the position in which the remaining work falls.

ARTICLE 15 PERFORMANCE EVALUATION

SECTION 15.1. There shall be an evaluation with respect to the performance efficiency at least twice during the employee's probationary period and once during each calendar year. The immediate supervisor shall meet with the employee to discuss the evaluation before the score is finalized. After meeting with the employee, the supervisor shall prepare the evaluation. The evaluation shall then be submitted to succeeding levels of supervision, for relevant comments. The employee shall receive a copy of the final evaluation form. One copy of the form shall be signed by the employee to acknowledge receipt of the form for inclusion in the personnel file.

SECTION 15.2. If the employee disagrees over any part of the evaluation, it is the employee's right to attach written comments which the employee feels will clarify the issue in question. The employee's comments shall be stapled to the evaluation form and the attachment so noted on the face of the form.

ARTICLE 16 SICK LEAVE

SECTION 16.1. Eligibility.

A. For each hour in active pay status, other than overtime hours, an employee shall earn .0575 hours of sick leave.

B. The total amount of time which a full time employee may utilize short-term leave shall be limited to 48 hours in one calendar year. The calendar year shall be from January 1 to December 31. New employees will accrue short-term sick leave on a pro-rata basis.

C. An employee is entitled to utilize long-term leave when the employee is absent for a period of 3 days or more due to medical incapacity, such as hospitalization or other condition requiring medical treatment.

D. Employees who have an accumulated balance of four hundred forty (440) hours or more of sick leave by November 30 of each year will be exempt from the short-term sick leave provisions for the subsequent calendar year.

SECTION 16.2. Entitlement. An employee may request sick leave by following the procedure outlined in Section 16.3 of this Article. Sick leave may be requested for the following reasons:

A. Illness or injury of the employee;

B. Illness or injury of a member of the employee's immediate family where attention by the employee is reasonably necessary;

C. Exposure of employee or a member of his or her immediate family to a contagious disease which would have the potential of jeopardizing the health of other employees;

D. Medical, dental, mental or optical examination or treatment of employee or a member of his or her immediate family; and

E. Pregnancy, childbirth and/or related medical conditions.

F. Death of a member of the immediate family as defined in Section 16.8. Such usage shall be limited to a reasonably necessary period of time, not to exceed five (5) days.

Any occurrence of illness, injury, or medical disability of three (3) days or more shall require a Doctor's release to return to work, or a Doctor's statement indicating the employee's presence was necessary for the health and welfare of an affected family member.

SECTION 16.3. Notification. An employee who is unable to report for work must notify, by telephone or other means of communication the immediate supervisor or other designated person in accordance with the Department's policy as soon as possible. If the Employer has reasonable grounds to believe sick leave is being abused, it may at its discretion verify the report of illness or disability.

MEDICAL CERTIFICATION. If an employee is absent for three (3) or more consecutive work days, a physician's statement adequately setting forth the reasons to justify the use of sick leave, that the employee was unable to work and the employee is able to return to work, is required before the employee may return to work. In cases of the immediate family member's medical incapacity, a physician's statement indicating the employee's presence was necessary for the health and welfare of the family member is required when such absence is for the three (3) or more consecutive work days.

SECTION 16.4. Payment. During the first day following an employee's return to work, the employee shall formally request sick leave by completing his/her portion of the employer's request for leave form and submit it to the supervisor. If the request for leave is denied and as a result the employee has been overpaid, such overpayment shall be deducted from the employee's next pay.

SECTION 16.5. Sick Leave Incentive. The following attendance incentives have been established to encourage good attendance and reward Employees for reliability and dependability. Full-time employees who have accumulated one hundred two (102) hours of sick leave by November 30 of each year may elect to participate in the wellness leave or incentive pay, but not both.

Attendance Incentive Pay: Full-time Employees who use the following amount of sick leave and/or FMLA leave and have no unpaid leave during the period December 01 through November 30 will be entitled to a lump sum payment to be added to their regular paycheck on or prior to December 20th in accordance with the following schedule:

LEAVE USED:	INCENTIVE PAY:
0	24 Hours
From .1 up to 8.0 Hours	16 Hours
From 8.1 up to 16 Hours	8 Hours

Wellness Leave: Full-time Employees who use the following amount of sick leave and/or FMLA leave and have no unpaid leave during the period December 01 through November 30 shall be eligible to receive wellness leave in lieu of incentive pay in accordance with the following schedule:

LEAVE USED:	WELLNESS LEAVE:
0	24 Hours
From .1 up to 8.0 Hours	16 Hours
From 8.1 up to 16 Hours	8 Hours

Employees shall schedule the wellness leave with their immediate supervisor as far in advance as is possible. Employees will be required to notify their immediate supervisor within the time limits established by the Department policy. In no event, however, may wellness leave be taken less than twenty-four (24) hours notice.

Wellness leave may be taken in no less than one (1) hour increments. Earned wellness leave must be used by December 31, of the following year.

SECTION 16.6. Abuse of Sick Leave. Any employee failing to comply with the Article on sick leave shall not be entitled to pay. Application for sick leave with the intent to defraud shall result in disciplinary action. Altering a physician's statement shall be grounds for immediate dismissal.

SECTION 16.7 Payment of Sick Leave Only Upon Retirement or Death. Upon retirement or death, employees shall be paid for accrued and unused sick leave. This payment shall be at the employee's rate of pay at the time of retirement or death. The cash payment eliminates all remaining sick leave balance up to that time. The rates of payment are set forth in A through D below:

A. Ten or more years of service: 25% of accrued balance up to a maximum of 1/4 of 120 days, or thirty (30) days (not to exceed 240 hours).

B. Twenty or more years of service: 33% of accrued balance up to a maximum of 1/3 of 120 days, or forty (40) days (not to exceed 320 hours).

C. Twenty Five or more years of service: 40% of accrued balance up to a maximum of 2/5 of 120 days, or forty-eight (48) days (not to exceed 384 hours).

D. Thirty or more years of service: 50% of accrued balance up to a maximum of 1/2 of 120 days, or sixty (60) days (not to exceed 480 hours).

SECTION 16.8. Definition of Immediate Family. Grandparents, brother, sister, brother-in-law, sister-in-law, daughter, daughter-in-law, son, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, step-child, grandchild, a legal guardian or other person who stands in place of a parent.

SECTION 16.9. Prior Sick Leave Credit. New employees of the Board of Greene County Commissioners will be entitled to the sick leave prior service balance earned in other State or local government agencies in Ohio during previous periods of employment, provided they are employed within ten (10) years of separation from the other state or government employment.

SECTION 16.10. WAIVER: The Employer shall, at his discretion, waive the short term limits for an illness or injuries requiring an extended and regularly scheduled series of doctor's visits or rehabilitation visits.

SECTION 16.11. FAMILY AND MEDICAL LEAVE ACT. Approved sick leave taken shall count against an employee's FMLA allotment to the extent permitted by law.

ARTICLE 17 LEAVES OF ABSENCE

SECTION 17.1 Disability Leave/Medical-Related Leave of Absence: When employees become physically or mentally incapacitated for the performance of the duties of their position and do not request transfer to a position of lower grade, or are physically or mentally incapacitated for the performance of the duties of their position, they may be granted a disability leave or medical-related personal leave of absence without pay, provided the disability continued beyond the accumulated paid leave balances and provided the established procedures are followed.

The Employer may require a physical examination conducted by a licensed physician. In cases where the Employer has reason to believe that the period of disability will not exceed six (6) months, the employee will be given a disability and/or medical-related personal leave of absence without pay. If the disability extends beyond the six month period, the employee may then be given a disability separation. The employee who is given a disability separation has reinstatement rights for two (2) years. If the employee

recovers and wishes to return to work from the leave within two years, he will be reinstated within thirty days after making written application if suitable work is available. The Employer may also require a physical examination to be conducted by a County designated licensed physician before authorization to return to work. The cost of the examination will be borne by the Employer.

SECTION 17.2. Child Care Leave of Absence Without Pay: Leave of absence without pay may be granted for purposes of child care. All requests for leave for purposes of child care shall be considered on a non-discriminatory basis without regard to the sex of the employee. An adoptive parent's request for leave of absence for purposes of child care shall be considered on the same basis as that of a biological parent under similar circumstances.

SECTION 17.3. Personal Leave of Absence Without Pay: All employees may be authorized, with approval, to take an unpaid leave of absence for personal (non-medical) reasons without loss of employment rights. An employee, while on such a leave of absence, does not earn sick leave or vacation leave. This type of leave of absence is known as a Personal Leave of Absence Without Pay (PLWOP) and is limited to a maximum duration of six (6) months.

SECTION 17.4. Military Leave of Absence Without Pay. An employee who has at least ninety (90) days of County service shall be granted a leave of absence without pay to enter active military service to fulfill a military commitment, without loss of employment rights. The employee is entitled to reinstatement to the County position for a period of ninety (90) days from the date of discharge from active military duty.

Military Leave of Absence With Pay. Employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components of the armed forces of the United States are entitled to military leave of absence from their duties without loss of pay, for such time as they are in the military service on field training or active duty for a period not to exceed twenty-two (22) work days in any one calendar year. The maximum number of hours for which payment can be made in any one calendar year is one hundred seventy-six (176) hours.

Employees shall receive compensation they would have received for up to twenty-two work days in a calendar year even though they served for more than twenty-two work days of such year on field training or active duty. There is no requirement that the service be for one continuous period of time. Again, one hundred seventy-six hours is the maximum number of hours an employee is entitled to. Employees are required to submit to the Employer an order or statement from the appropriate military commander as evidence of military duty before military leave with pay will be granted.

SECTION 17.5. Education Leave of Absence Without Pay/Governmental-Sponsored Program Leave of Absence Without Pay: Leave of absence without pay may be granted for a maximum period of two (2) years for the purpose of education or training which would be a benefit to the County service or, for voluntary service in any governmentally sponsored program of public betterment. Renewal or extension beyond the two-year period shall not be allowed.

SECTION 17.6. The Family and Medical Leave Act. Except as provided otherwise in this Agreement, an employee will be entitled to FMLA Leave of Absence pursuant to the County's Policy.

SECTION 17.7. Court Leave of Absence With Pay: The Employer shall grant court leave of absence with full pay to an employee when:

A. Summoned for jury duty by a court of competent jurisdiction; or

B. Subpoenaed to appear before any court, commission, board or other legally constituted body authorized by law to compel the attendance of witnesses, where an employee is not a party to the action; or

C. The employee is an appellant in any action before a State Board of Review and is in an active pay status at the time of a scheduled hearing before the board.

Any compensation or reimbursement for jury duty or for court attendance compelled by subpoena, when such duty is performed during their normal working hours, shall be remitted to the payroll office for transmittal to the Greene County Treasurer.

Court Leave of Absence Without Pay: A leave of absence without pay may be granted to an employee when appearing before a court or other legally constituted body in a matter in which an employee is a party. Such instances include, but are not limited to, criminal or civil cases, traffic court, divorce proceedings, custody or appearing as directed as parent or guardian of juveniles.

SECTION 17.8. General Information: The above referenced leaves of absence require written request and supervisory approval prior to being granted a leave. Application for a leave of absence with or without pay with the intent to defraud will result in disciplinary action up to and including dismissal, and a refund to the County of salary or wages paid to the employee. An employee who is absent from work for three (3) consecutive days without good cause and without proper notice to the County's designated authorities will be immediately removed from County service.

During some leaves of absence without pay, medical and life insurance benefits are suspended while the employee is on leave in accordance with the County's defined schedule. The Employer will advise an employee of the date of suspension of benefits, continuation privileges, conversion privileges and other relevant information. Upon return to work, benefits will be reinstated.

ARTICLE 18 VACATION

SECTION 18.1. Entitlement. Full-time employees are entitled to vacation with pay after one year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of services as follows:

1. Less than one year of service completed – No Vacation

2. One year of service but less than eight years of service completed – 80 hours.

3. Eight years of service but less than fifteen years of service completed – 120 hours.

4. Fifteen years of service but less than twenty-five years of service completed – 160 hours.

5. Twenty-five years or more service completed – 200 hours.

SECTION 18.2. Prior Service Credit. New employees of the Employer will not be entitled to vacation service credit earned in other State or Local government agencies in Ohio during previous periods of employment.

SECTION 18.3. Accumulation. Vacation is credited each bi-weekly pay period at the following rates:

1. For those entitled to 80 hours annual vacation – 3.1 hours per pay period.

2. For those entitled to 120 hours annual vacation – 4.6 hours per pay period.

3. For those entitled to 160 hours annual vacation – 6.2 hours per pay period.

4. For those entitled to 200 hours annual vacation – 7.7 hours per pay period.

SECTION 18.4. A. First Year Exclusion. No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he or she has completed one year of employment with the County.

B. Scheduling. Vacations are scheduled in accordance with the workload requirements of the Greene County Department of Job and Family Services and according to the order in which employees requested his/her vacation. If there is a conflict among bargaining unit employees who have chosen the same vacation time, at the same time, the employee with the greater seniority will be given his/her preference. Vacation leave requests must be approved by the supervisor at least twenty-four (24) hours in advance of the leave subject to coverage and workload.

C. Accumulation. Generally, vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. The Employer may, in special circumstances, permit an employee to accumulate vacation from year to year. This accumulation of vacation time must be approved in advance and must be in response to special circumstances.

D. Accumulation Limit. Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the accrual for three years plus the current year's accrual (based on anniversary date). Such leave shall be eliminated from the employee's leave balance upon separation.

E. Payment on Separation. Upon separation from the Employer's payroll an employee shall be entitled to compensation at his current rate of pay for all lawfully accrued and unused vacation leave to his credit at the time of separation up to three years plus the current year's accrual (based on anniversary date). In case of death of an employee such unused vacation leave shall be paid to the employee's survivor or his estate.

F. Definition of When Earned. Vacation leave is earned while on vacation, sick leave, or compensated time but not earned while performing overtime.

G. Minimum Allowable. Vacation may be taken in not less than one-half (½) hour increments.

ARTICLE 19 UNPAID PERSONAL LEAVE

SECTION 19.1 Each employee covered under this Agreement shall be entitled to four (4) unpaid personal leave days during each calendar year. Such personal leave days shall not begin until the employee has completed six (6) months of employment. Such days may not be taken with less than twenty-four (24) hours notice. If such days are not used during the calendar year, they shall be lost and no compensation shall be paid in lieu thereof. Personal leave days may be taken in no less than four (4) hour increments.

Approved personal leave taken shall count against an employee's FMLA allotment to the extent permitted by law.

ARTICLE 20 HOLIDAYS

SECTION 20.1. Holidays Enumerated. All employees in the bargaining unit shall be entitled to the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day

SECTION 20.2. Rate of Pay; Weekends, & Holidays. 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. An employee who does not work on a recognized holiday shall receive eight (8) hours straight-time pay at this regular rate for holidays observed on his day off regardless of the day of the week on which they are observed. All employees who work on a recognized holiday shall receive eight (8) hours holiday pay in addition to time and one-half (1 1/2) their regular rate of pay for all hours worked on the holiday.

SECTION 20.3. Commission Authorized Holidays. In the event that the Board of County Commission authorizes a floating holiday, such holiday will be extended to this bargaining unit that year.

SECTION 20.4. Paid Personal Leave Day. Upon completion of the initial probationary period, a full-time employee will be eligible for eight (8) hours of paid personal leave per year. Paid personal leave will be scheduled in accordance with the work load requirements of the Employer, and will be lost if not used in a calendar year. Paid personal leave is not convertible to cash payments and shall be taken in no less than one (1) hour increments.

ARTICLE 21 INSURANCE

SECTION 21.1. Life Insurance. The Employer will provide $25,000.00 life insurance with Accidental Death and Dismemberment coverage for each full-time employee at no cost to the employee.

SECTION 21.2. Health Insurance. All full-time employees (except part-time, seasonal and intermittent employees) shall be entitled to participate in the County's Group Health Insurance Program. In the event the County decides to make material changes in the Program, the County will give the Union advance notification and an opportunity to discuss such changes upon request.

SECTION 21.3. Payment of Premiums of County's Group Health Insurance Program. The County shall pay 80% of the cost of the monthly premium. The participating bargaining unit employees shall pay 20% of the cost of the monthly premium.

SECTION 21.4. Group Dental Plan. The County shall pay 39% of the cost of the monthly premium. The participating bargaining unit employees shall pay 61% of the cost of the monthly premium.

SECTION 21.5. Insurance Continuation. Continuation of group insurance coverage in the event coverage is terminated will be provided in accordance with state and federal laws.

ARTICLE 22 BULLETIN BOARDS

SECTION 22.1. Bulletin Boards. The Employer agrees to provide to the Union a bulletin board which may be used by the Union for posting notices. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

1) Recreational and social events;
2) Election and election results;
3) Notice of Union Appointments;
4) Notices of membership meetings and reports and minutes thereof; and
5) Other official union business transmitted from the Local Union.

SECTION 22.2. Other Materials. If the Union desires to post any other information or material, the Union shall first submit same to the Director for his approval. The Employer shall have the sole discretion to approve or disapprove of said posting(s). The Union agrees not to post any material of a defamatory, political or libelous nature.

SECTION 22.3 Location. The bulletin board shall be placed in a location that is reasonably close to where bargaining unit employees clock in and out.

ARTICLE 23 SAFETY AND HEALTH

SECTION 23.1. The Employer and the Union agree that the safety and health of all employees are matters of highest importance and each will cooperate in an effort to prevent injury.

SECTION 23.2. The Union agrees that careful observation of safe working practices and Employer safety rules are a primary duty of all employees. The Employer agrees that there will be uniform enforcement of such rules against employees similarly situated within the bargaining unit and among said employees said rules shall be enforced without discrimination. Violation of Employer safety rules subjects the offending employee to disciplinary action.

ARTICLE 24 NO STRIKE – NO LOCKOUT

In as much as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Greene County. Therefore:

A. The Union agrees during the term of this Agreement that neither it, its officers, agents, representatives, member nor any employee will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, sympathy strike or any other interruption of operations or services of the Employer. When the Employer notifies the Union that any of its members are engaged in any such strike activity, as outlined above, the Union shall immediately issue mailgrams to all Union members over the signature of an authorized representative of the Union to the effect that a violation is in progress and such mailgrams shall instruct all employees to immediately return to work. A copy of the mailgram shall be directed to the Employer. Any employee who participates or promotes such strike activities as previously outlined, may be disciplined up to an including discharge and only the questions of whether or not he did in fact participate in or promote such action shall be subject to the Grievance Procedure.

B. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the bargaining unit, unless those members shall have violated Section A of this Article.

ARTICLE 25 WAGES

SECTION 25.1. Rate of Pay. Each current employee's rate of pay on the effective date of this Agreement shall be the only rate used to determine the wage increases contained in the Agreement.

SECTION 25.2 Wage Increases.

A. Effective the first day of the first pay period in July 2013, each employee covered by this Agreement will receive a 2.0% wage increase, or the job rate as addressed in Appendix A, whichever is greater. This increase shall not be applied to Appendix A.

B. Effective June 28, 2014, each employee covered by this Agreement will receive a 2.0% wage increase, or the job rate as addressed in Appendix A, whichever is greater. This increase shall not be applied for Appendix A.

C. Effective June 27, 2015, each employee covered by this Agreement will receive a 2.0% wage increase, or the job rate as addressed in Appendix A, whichever is greater. This increase shall not be applied to Appendix A.

SECTION 25.3. Promotion. When an employee is promoted to a higher rated classification, the employee's rate of pay will be the job rate of that classification as addressed in Appendix A, or a three percent (3%) increase, whichever is greater.

SECTION 25.4. New Hires. New employees hired after the effective date of this Agreement will receive the job hourly rate of pay specified in the attached Appendix A. Thereafter, they will receive the percentage increase specified above.

SECTION 25.5. Temporary Transfer. Each employee that is assigned to duties of a position with a higher pay range than their own shall be eligible for a working level pay adjustment. This pay adjustment shall increase the employee's base rate of pay by four percent (4%) retroactive effective on the first day following a fifteen (15) calendar day assignment in the higher rate classification, to continue for the duration of the assignment.

ARTICLE 26 LONGEVITY PAY

SECTION 26.1 Eligibility. All full-time bargaining unit employees on the payroll as May 30, 2010 will continue to receive longevity pay according to the annual schedule. All new full-time bargaining unit employees hired after May 30, 2010 will not be eligible for longevity pay until they have completed five (5) full years of service. Years of service will be determined on November 1st of each year, and eligible employees will receive longevity on the following pay schedule:

In 2013, $30.00 per year of service.
In 2014, $30.00 per year of service.
In 2015, $30.00 per year of service.

ARTICLE 27 CATASTROPHIC SICK LEAVE DONATION PROGRAM

SECTION 27.1. Catastrophic sick leave donations. These donations are to assist those full-time, regular, non-probationary, exempt and other designated Employees who are placed on an unpaid medical-related leave of absence due to a non-occupational catastrophic illness or injury, or who have a terminally ill or injured spouse or child, after exhausting all other available paid leave. This program does not supersede or replace other disability or retirement programs.

SECTION 27.2. Definition of "catastrophic illness or injury". For purposes of this Policy, the term "catastrophic illness or injury" shall include only those non-occupational illnesses or critical injuries of the Employee, or his/her terminally ill or injured spouse or dependent where the unpaid medical leave of absence will continue at least thirty (30) calendar days.

SECTION 27.3. Application for donation. Applications for catastrophic illness or injury sick leave donation must be submitted to the Employer in writing. Applications will include, but not be limited to, the following information:

A. The nature of the claimed catastrophic illness or injury;
B. Physician(s) diagnosis and prognosis of the catastrophic illness of injury;
C. Projected date of return to duty;
D. The Employer will provide the applicant's sick leave usage record; the Employee may provide an explanation of previous leave usage; and
E. Any other pertinent information the application wishes to submit to the committee for its consideration.

SECTION 27.4. Approval/joint committee. Requests for donations will be approved by the Human Resources Director in consultation with the Director of JFS making the request. If a question exists regarding the applicant's eligibility for donations, the Human Resources Director will convene a group of

two Department Directors, and an Employee, not associated with the applicant, to serve on a Joint Committee. The Joint Committee will review the request and make a final decision, which will not be subject to the grievance procedure.

SECTION 27.5. Posted notice. When the Employer approves a request for donated sick leave, a notice will be posted informing Employees of a particular Employee's need for assistance.

SECTION 27.6. Donor eligibility. Any donations made pursuant to this provision must be VOLUNTARY. Employees will be eligible to donate a minimum of one work day and a maximum of forty (40) hours of sick leave annually if:

A. The Employee is actively at work and will maintain a sick leave balance of three hundred forty (340) hours after the donation of any sick leave; and

B. The Employee has completed and submitted a Sick Leave Donation Form to the immediate supervisor.

Donations to an eligible recipient shall not exceed ninety (90) days. The 90-day approval can be extended for another ninety (90) days upon request and review pursuant to Section 27.4.

SECTION 27.7. Use of donated sick leave.

A. A recipient may use donated sick leave only after having exhausted his or her own accrued paid leave.

B. Donated sick leave will be used in place of the Employee's regularly scheduled hours of work to the extent necessary.

C. No sick leave, vacation leave or other applicable benefits shall accrue to the Employee for any hours paid through donated sick leave.

D. Donated sick leave pay shall not affect the effective date of the qualifying event for purposes of offering continuation of the County's health insurance program.

E. Attendance and payroll records shall denote a "DSL" for time paid through donated sick leave.

SECTION 27.8. Unused sick leave. If a recipient does not use all donated sick leave during the leave of absence, the unused donations will be returned to all donors on a pro-rata basis.

ARTICLE 28 DRESS CODE

SECTION 28.1. It is the policy of the Greene County Department of Job and Family Services that an employee's dress and grooming should be appropriate to the work situation.

Office employees often have contact with the public and therefore represent the County in their appearance as well as by their actions. The properly attired employee helps to create a favorable image for the County as well as ensures employee safety. Employees are expected to dress in a manner that is

acceptable in business establishments. The wearing of the following is a non-exhaustive list of attire deemed inappropriate unless approved in advance by the Employer:

Sweat suits/jogging pants
Flip flops/shower shoes
Shorts
T-shirts
Sweatshirts
Jeans
Sneakers/gym shoes

Denim attire is permissible on Fridays provided that the employee does not have a business meeting for which more professional attire is appropriate.

If an employee reports for work improperly dressed, the employee will be sent home to correct the situation and will not be paid during this time period, and repeat violations of this policy will be cause for disciplinary action.

The determination of "improperly dressed" is the final decision of the Department Director and is not subject to the grievance procedure.

ARTICLE 29 LABOR-MANAGEMENT COMMITTEE

SECTION 29.1. In the interest of sound employee relations, a joint department committee consisting of no more than three (3) persons appointed by each party, may convene whenever the parties wish to discuss 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 to find solutions to common problems. The parties need not meet if both sides agree that such a meeting is not necessary.

SECTION 29.2. Safety Subcommittee. Four (4) members of the Labor-Management Committee (two (2) from management and two (2) from labor) and a representative from the Department of Human Resources shall be assigned to a safety subcommittee. Employees may report any unresolved safety problems to the safety committee for investigation and recommendation. The subcommittee will report their findings in writing to the employee and the administrator of the affected division.

ARTICLE 30 SAVINGS CLAUSE

SECTION 30.1. Applications of Laws. This Agreement represents the entire Agreement between the parties and to the extent inconsistent, shall supercede any or 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 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 thirty (30) days for the purpose of reopening negotiations on the unlawful provisions involved.

It is expressly understood by the parties that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit except that eligible lists of persons having passed civil service examinations must be provided to the Employer, when requested, for selection of original appointments.

DURATION OF AGREEMENT

This Agreement shall be in full force and effect commencing July 1, 2013 through 12:00 midnight, June 30, 2016. The Agreement shall thereafter be renewed for successive one (1) year periods unless written notice of desire to renegotiate is given by either party to the other at least sixty (60) days, but no more than ninety (90) days prior to June 30, 2016, or any subsequent anniversary date. Upon delivery of such notification, the parties shall meet and negotiate with respect to a new Agreement sufficiently in advance of the expiration date so as to enable the reaching of an Agreement prior to the expiration date.

This Agreement is signed this 2nd day of July, 2013.

FOR THE BARGAINING UNIT

Public Employees of Ohio Teamsters
Local Union No. 957

By: Varney Richmond
Varney Richmond, President

Bill Mills, Representative

FOR THE NEGOTIATING COMMITTEE

Crystal Carroll

Elizabethann Farrin

Kristin Miller

FOR MANAGEMENT

The Board of Greene County Commissioners

Alan G. Anderson, President

Robert J. Glaser, Vice President

Tom Koogler, Commissioner

Howard E. Poston, County Administrator

DEPT. OF JOB & FAMILY SERVICES

By: Beth A. Rubin
Beth Rubin, Director

FOR THE NEGOTIATING COMMITTEE

Susan Brutton, Senior Manager

Kristy Hannah, HR Technician

Kenneth Johnson, HR Director

ATTEST: Lisa Mock
Lisa Mock, BOCC Clerk

13-7-2-12
Resolution No.

GREENE COUNTY JOB AND FAMILY SERVICES DEPARTMENT
WAGE SCALE

APPENDIX A

CLASS:	RATE
GENERAL CLERICAL SERIES:	
Clerk 2	12.64
Clerical Specialist	12.64
Data Entry Operator 2	12.64
Telephone Operator 1	12.64
Telephone Operator 2	12.64
Typist 2	12.64
ACCOUNTING & AUDITING SERIES:	
Account Clerk 2	13.88
Accountant 1	15.13
SOCIAL SERVICES SUPPORT SERIES:	
Social Service Worker 1	13.88
Social Service Worker 2	15.13
Social Service Worker 3	15.87
Income Maintenance Aide 1	10.04
Income Maintenance Aide 2	11.39
Employment Services Worker	15.87
Employment Services Assistant	13.88
CHILD SUPPORT ENFORCEMENT SERIES:	
Child Support Enforcement Specialist 1	13.28
Child Support Enforcement Specialist 2	13.88
Child Support Enforcement Specialist 3	15.13
EMPLOYMENT SERVICES SERIES:	
Employment Specialist 2	15.13
Employment Specialist 3	15.87
INVESTIGATIONS/RECOVERY SERIES:	
Investigator/Recovery Specialist 1	13.88
Investigator/Recovery Specialist 2	15.13
Investigator/Recovery Specialist 3	15.87
DOMESTIC SERVICES SERIES:	
Custodial Worker	9.62
Family Services Aide 1	9.62
EQUIPMENT OPERATIONS SERIES:	
Vehicle Operator 1	8.74