

AN AGREEMENT

Between

THE COUNTY OF SUMMIT

and

OHIO COUNCIL 8 AND LOCAL 1229

of the

**AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO**

EFFECTIVE: APRIL 1, 2021

EXPIRES: MARCH 31, 2023

TABLE OF CONTENTS

ARTICLE 1	AGREEMENT/PURPOSE	1
ARTICLE 2	BARGAINING UNIT	1
ARTICLE 3	SEVERABILITY	2
ARTICLE 4	WAIVER IN CASE OF EMERGENCY	2
ARTICLE 5	NON-DISCRIMINATION	3
ARTICLE 6	SENIORITY	3
ARTICLE 7	MANAGEMENT RIGHTS	4
ARTICLE 8	UNION SECURITY	5
ARTICLE 9	UNION REPRESENTATION	7
ARTICLE 10	NO STRIKE NO LOCKOUT	9
ARTICLE 11	LAYOFF AND RECALL	9
ARTICLE 12	LABOR/MANAGEMENT COMMITTEE	11
ARTICLE 13	HEALTH AND SAFETY COMMITTEE	12
ARTICLE 14	WORK ASSIGNMENT	13
ARTICLE 15	BULLETIN BOARDS	13
ARTICLE 16	PROMOTIONS AND POSTINGS	15
ARTICLE 17	PROBATIONARY PERIODS	16
ARTICLE 18	DISCIPLINE	17
ARTICLE 19	GRIEVANCE PROCEDURE	18
ARTICLE 20	HOURS OF WORK	20
ARTICLE 21	OVERTIME	21
ARTICLE 22	HOLIDAYS AND HOLIDAY PAY	24
ARTICLE 23	SICK LEAVE	25
ARTICLE 24	LEAVES OF ABSENCE	27
ARTICLE 25	VACATIONS	29
ARTICLE 26	WAGES	30
ARTICLE 27	P.E.O.P.L.E. DEDUCTIONS	32
ARTICLE 28	POLITICAL ACTIVITY	33
ARTICLE 29	HEALTH AND LIFE INSURANCE BENEFITS	33
ARTICLE 30	GRANT FUNDED POSITIONS	34
ARTICLE 31	SUBSTANCE ABUSE PREVENTION POLICY AND PROCEDURE	34
ARTICLE 32	PAID PARENTAL LEAVE	34
ARTICLE 33	COMMERCIAL DRIVERS LICENSE (CDL)	36
ARTICLE 34	CONTINUING EDUCATION	37
ARTICLE 35	DURATION	38

APPENDIX A	CLASSIFICATION PLAN COUNTY OF SUMMIT EXECUTIVE.....	39
APPENDIX B	GRIEVANCE APPEAL	43
APPENDIX C	STEWARD TIME FORM	44
APPENDIX D	EMPLOYEE COUNSELING FORM	45
APPENDIX E	RECORD OF VIOLATION	46
APPENDIX F	AUTOMATIC ADVANCEMENT CLASSIFICATIONS	47
APPENDIX G	MEMORANDUM OF UNDERSTANDING BETWEEN SUMMIT COUNTY EXECUTIVE AND OHIO COUNCIL 8, AFSCME, AFL-CIO LOCAL 1229, (Termination of future retiree benefits).....	48
APPENDIX H	MEMORANDUM OF UNDERSTANDING (Overtime).....	49
APPENDIX I	MEMORANDUM OF UNDERSTANDING 2021 LUMP SUM PAYMENT ...	50

ARTICLE 1

AGREEMENT/PURPOSE

1.01 This Agreement, entered into by the County of Summit, hereinafter referred to as the "Employer," and Ohio Council 8 and Local 1229, both of the American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, hereinafter referred to as the "Union."

1.02 The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demand and proposals with respect to any matter or subject not removed by law or regulation from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of those rights and opportunities are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the parties, and all prior agreements, oral or written, are hereby canceled.

ARTICLE 2

BARGAINING UNIT

2.01 The Union is hereby recognized as the sole and exclusive representative of employees in the appropriate bargaining unit for the purpose of negotiating the rates of pay, hours, of work, and all other conditions of employment.

2.02 The Employer and Union agree that the following classifications comprise the bargaining unit:

Bargaining Unit Classifications:

Account Clerk I, Assistant Poundkeeper, Automotive Mechanic I, Automotive Mechanic II, Building/HVAC Inspector, Building Standards Clerk I, Building Standards Clerk II, Chemist, Clerk, Code Technician, Collection Specialist/Cashier, Communication Clerk, Communication Specialist, Correctional Repair Worker, Custodial Worker, Deputy Dog Warden, Electrical Inspector, Electrician I, Electrician II, Electronic Instrument Technician, Engineer Technician I, Environmental Technician I, Environment Technician II, Field Engineering Inspector, Fire Protection Inspector, Housing Rehab Specialist, Housing Rehab Specialist II, Laboratory Technician-in-Training, Laboratory Technician, Laborer, Maintenance Mechanic I, Maintenance Mechanic II, Maintenance Repair Worker, Mason, Mechanic Helper, Office Machine Operator, Plumbing Inspector, Project Inspector I, Project Inspector II, Pump Maintenance, Sewer Maintenance I, System Operator I, System Operator II, Utility Maintenance Worker I, Utility Maintenance Worker II, , Utility Billing Clerk, Utility Locator, Technical Printing Systems Operator, Wastewater Treatment Plant Operator-in-Training, Wastewater Treatment Plant Operator I, Wastewater Treatment Plant Operator II, Wastewater Treatment Plant Operator III, Work Relief Crew Leader, Computer Monitor/Maintenance Aide (Part-time), Weatherization Estimator/Inspector, Weatherization Inspector II, Weatherization Control Specialist.

2.03 All other classifications, including Secretaries permanently assigned to Directors, Administrators and Assistant Administrators, are excluded from the bargaining unit including student employees, part-time, seasonal, temporary, and intermittent employees. Bargaining unit work may be performed by part-time, temporary, seasonal or other employees excluded in this Section.

2.04 Employees in all newly created job classifications shall be covered by the terms and conditions of this Agreement, provided such classification(s) is similar to any classification in the bargaining unit. The Employer shall notify the Union, in writing, within ten (10) days of the establishment of such classification and furnish the Union with a copy of the job description at this time. The parties shall meet for the purpose of negotiating a wage rate and dispute, if any, in the job descriptions. In addition, the Employer shall give the Union written notice of any proposed changes in current job descriptions, listing such proposed changes. Any job classifications that are deleted due to position abolishment or otherwise, and not included in paragraph 2.02, above, shall be automatically included, should such job classifications be recreated or reused.

ARTICLE 3 SEVERABILITY

3.01 If any clause, sentence, paragraph, or part of this Agreement, or the application thereof to any person or circumstance, shall, for any reason, be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement and the application of such provision to other provisions, persons, or circumstances, but shall be confined in its application to the clause, sentence, paragraph, or part thereof, directly involved in the controversy in which such judgment shall have been rendered and to the person or circumstances involved. The remainder of this Agreement shall remain in full force and effect for the Agreement term.

3.02 The Union and Employer shall meet within a reasonable period of time to negotiate alternatives to the language that has been determined invalid by a court of competent jurisdiction.

ARTICLE 4 WAIVER IN CASE OF EMERGENCY

4.01 In the case of circumstances beyond the control of the Employer such as, riot, flood, civil disorder, and other similar acts, but excluding strikes and other similar work stoppage acts on the part of other employees, the following conditions of this Agreement shall be automatically suspended without recourse from the Union, upon declaration of said emergency by the Employer or his designated representative, or the Governor of the State of Ohio:

- A. Time limits for replies on grievances;
- B. Limitations on distribution of work assignments;
- C. Limitations on distribution of overtime;

- D. In addition and notwithstanding other Articles of this Agreement, the Employer or his designated representative reserve the right, during any such emergency, to assign employees to work without regard to their employment classifications.

4.02 **Weather Emergency Pay.** When an emergency is declared by the Executive, or his designated representative, necessitating a building closure, employees shall be compensated in accordance with Section 22.05 of the Agreement.

ARTICLE 5 NON-DISCRIMINATION

5.01 The Employer and the Union agree not to discriminate against any bargaining unit employee with respect to compensation or terms and conditions of employment, because of such individual's race, color, creed, religion, sex, sexual orientation, age, national origin, or disability. Nothing in this Agreement shall provide any additional rights, privileges, recourse, or remedy other than those already provided by State or Federal law.

5.02 All references to employees in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.

5.03 The Employer and Union agree that membership in the Union is voluntary and that neither will discriminate against any employee because of such employee's membership or non-membership in the Union.

ARTICLE 6 SENIORITY

6.01 Employees shall be entitled to exercise their seniority rights in accordance with the terms and conditions outlined in this Agreement.

6.02 "County of Summit Seniority" means the uninterrupted length of continuous employment within the various offices of elected County office holders. PERS seniority shall be used only for PERS purposes and for calculation of vacation accrual or calculation of benefits by the County.

6.03 "Bargaining Unit Seniority" shall be defined as an employee's uninterrupted length of continuous employment within the bargaining unit. A probationary employee shall have no bargaining unit seniority until he/she satisfactorily completes the probationary period which will be added to his/her total length of continuous employment in the bargaining unit.

Effective 04/01/21, newly hired employees in part-time bargaining unit classifications shall accrue seniority at a rate of one (1) year of seniority for every 2080 hours worked.

6.04 An employee's bargaining unit seniority shall be terminated when one or more of the following occur:

- A. The employee Resigns;
- B. The employee is Discharged for just cause;
- C. The employee is laid-off for a period of time exceeding eighteen (18) months;
- D. The employee retires;
- E. The employee fails to report for work three (3) consecutive working days without having given the Employer advance notice of his pending absence, unless it has been shown that he was physically unable to do so as certified by the appropriate authority;
- F. The employee is unable to perform his job duties after the expiration of any leave applicable to him; and
- G. The employee refuses to recall or fails to report to work within seven (7) days from the date the employee receives a recall notice, by certified mail.

6.05 A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. In the event the Employer voluntarily reinstates an employee from a termination lasting less than 31 days, such termination shall not constitute a break in continuous service. A break in service, as described in this section, constitutes an interruption in continuous service and accrual of seniority time after such break shall begin with any subsequent appointment.

6.06 If two (2) or more employees are hired or appointed on the same date, their relative bargaining unit seniority shall be determined by the drawing of lots.

Any employee who leaves, or has left the bargaining unit to accept another position under the jurisdiction of a Summit County office holder will have his/her bargaining unit seniority frozen. Such bargaining unit seniority shall be frozen and held until such time as the employee re-enters the bargaining units, if ever such occurs. Employees, who re-enter the bargaining unit after leaving to accept another County position, will again begin to accrue bargaining unit seniority from the date of most recent re-entry. Any employee who leaves the bargaining unit to take another County position will be subject to all other County ordinances or collective bargaining agreements, as applicable.

ARTICLE 7 MANAGEMENT RIGHTS

7.01 The Union recognizes that except as otherwise expressly limited in this Agreement, it is the exclusive function of the Employer to maintain order, discipline, efficiency, and to generally operate the County; and to hire, direct, classify, assign, transfer, evaluate, promote, demote, and

layoff employees; and also to suspend, discipline, or discharge employees for just cause, provided that a claim by an employee that he has been demoted, suspended, disciplined, or discharged without just cause, may be made subject to the grievance procedure and dealt with as herein provided; to promulgate and enforce reasonable rules and regulations; to determine the classifications, size and duties of the workforce; to determine work methods, standards, materials, and equipment; to determine reasonable overtime requirements; to assign and allocate work within departments; to reorganize, discontinue, or enlarge any departments or portions thereof; to determine or change the methods and means by which its operations are to be carried on; and to otherwise generally carry out all other ordinary and customary functions of management.

ARTICLE 8 UNION SECURITY

8.01 The plan of voluntary Union dues deduction, initiation fees, and assessments of members as authorized by Section 4117.09 (B) (2) of the Ohio Revised Code, shall be in effect under this Agreement. The parties acknowledge that any employee who is not part of the recognized bargaining unit will not be subject to any Union dues deductions, initiation fees, or assessments. The form for dues deduction authorization shall be furnished by the Union.

8.02 Previously signed and unrevoked authorization cards shall continue to be effective for current and reinstated employees.

8.03 All dues deductions shall be deposited via electronic ACH transfer payment into the commercial bank account of Ohio Council 8, AFSCME, AFL-CIO no later than fifteen (15) days following the end of the pay period in which the deduction is made. The Union shall provide the Employer with authorization to make deposits into the financial institution utilized by the Union along with the routing number and account number of the Union's account. It is the Union's responsibility to notify the Employer in writing of any change to the Union's account information.

Additionally, the Employer shall email, with each deduction and transmittal of dues/fees, the following lists of information in Excel or Text format to oc8dues@afscme8.org, subject line: Local 1229, Pay date __ \ __ \ __ :

1. DUES LIST: name (last name, first name, middle initial), last 4 digits of the social security number, the amount of the deduction for each employee, and the total amount of dues deducted for all employees for the pay period of the report.

2. Total Remittance Amount

8.04 An alphabetical list of the name, last 4 digits of the social security number, current address and phone number of bargaining unit employees who were dropped from the previous dues lists and the reason each was dropped.

8.05 The Employer's obligation to make deductions shall terminate automatically upon timely receipt of a revocation, as provided under Section .01 above, and .07 below, a copy of which shall

be submitted in writing, by way of certified mail, by the employee to the Union and Administrator of Personnel. The Employer's obligation to deduct dues, initiation fees, and/or assessments shall also terminate upon termination of employment, transfer to a job classification outside the bargaining unit, layoff from work, and any authorized unpaid leave of absence. Such deduction shall automatically commence upon the rehire of such employee affected or transfer of such employee affected to a job classification within the bargaining unit. Such deductions of dues, initiation fees, or assessments shall cease beginning with the month immediately following the month in which the revocation, termination, transfer to a job outside the bargaining unit, layoff or unpaid leave of absence occurs. The Union will be notified, by the Employer's offices, of the names of such employees during the month following the month in which the termination, transfer, layoff or unpaid leave takes place.

8.06 The Union shall notify the Employer, in writing, of any increase in the current dues, initiation fees, and/or assessments being deducted. Such increase shall be deducted in the second pay period of the month following notification of any increase.

8.07 Union membership Revocation/Maintenance of Membership: Employees who are members of the Union may revoke their Union Membership at any time by sending written notice to the Union of their desire to drop their Union Membership. Revocation of Union Membership does not revoke Union dues authorization, which may only be revoked as set forth below:

A. Union Dues Revocation: Any employee who has submitted a dues Membership Authorization Form may withdraw or revoke the same at the time and manner specified on the membership Authorization Form signed by the employee or as amended by the Union if the amendment specifies a shorter revocation period then fifteen (15) day period tied to the end of the collective bargaining agreement. Copies of the employee's Membership Authorization Form are available from the Union upon request.

8.08 Changes in the amounts to be deducted shall become effective during the month following their actual receipt by the Employer.

8.09 The Union warrants and guarantees to the Employer that no provision of this Article violates the constitution or laws of either the United States of America or the State of Ohio. Therefore, the Union hereby agrees that it will indemnify and save the Employer harmless from any and all claims, demands, suits, or other forms of liability that may arise out of complying with any of the provisions of the Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

8.10 The Employer and the Union agree that if a Service Fee or Fair Share fee becomes permissible, they will enter the appropriate language under this section of the Agreement.

ARTICLE 9 UNION REPRESENTATION

9.01 Employees selected by the Union to act as Union representatives for the purpose of processing grievances under the Grievance Procedure, shall be known as stewards. Each steward shall have an alternate who shall act as the steward when regular stewards are unavailable from work. The Union shall determine the locations in which the steward is to function and agrees that each steward shall restrict their activity to the specific division, as outlined in Section 9.03 of this Article, in which the steward is authorized by the Union to act in its behalf. The Union shall notify the Labor Relations Administrator in writing of said locations, stewards, and their alternates annually or when changes occur.

9.02 In each representative division, the Union employees in each of the representative division(s) as outlined in Section 9.03 of this Article shall be represented by a steward or an alternate steward in the absence of the steward. The steward or alternate steward shall be a regular employee working in that division. In addition to the authorized stewards, the Union may designate a Chapter Chair. The authorized functions of the Chapter Chair shall be:

- A. Replacing absent stewards or alternate stewards in processing grievances under the Grievance Procedure.
- B. Representing the Union at the third step of the Grievance Procedure.
- C. Representing the Union or employees under any other provisions of this Agreement.

9.03 The representative districts for the departments under the Executive Office shall be as follows:

- | | | |
|----|----------------------------------|------------|
| A. | Sewer, Garage and General Office | Division A |
| B. | Plants & Pumps | Division B |
| C. | Building Standards | Division C |
| D. | Animal Shelter | Division D |
| E. | Ohio Building & Courthouse | Division E |
| F. | Janitorial | Division F |
| G. | Juvenile Court | Division G |
| H. | Department of Development | Division H |

9.04 Union officers (vice-president and chapter chairperson), a Steward or Alternate Steward, who need to leave his/her assigned work area during working hours, in connection with the investigation or processing of a grievance and/or appeal, shall be excused for a reasonable amount of time, provided prior authorization has been obtained from the immediate supervisor/department manager. The Union representatives listed in this paragraph will be required to use the authorization forms provided by the Employer for the accounting of such time and this is attached to this Agreement as Appendix "C".

When feasible, the employee representative shall be excused within the day of the request, but no later than the following day of the request. The vice-president, Chapter Chairperson or Steward, shall be excused to leave work to represent a member(s) of the Union at scheduled hearings.

The Union President shall normally be provided forty (40) hours per week for Union business related to the administration of the labor agreements of the County of Summit. The Union President may, however, be required to perform his normal duties of his classification in emergency or related events. Moreover, the Union President shall be eligible for overtime in his classification as set forth in this Agreement. At the conclusion of the Union President's duties he or she shall return to their previously held classification at the classification's current rate of pay.

9.05 To secure pay for time off afforded by the Employer during their regularly scheduled working hours, under Section 9.04 of this Article, a Steward or an Alternate Steward or Chapter Chair, will be required to use the authorization required on the forms which will be provided by the Employer for the accounting of such time.

9.06 The Stewards', Alternate Stewards', and officers' names or any changes shall be furnished to the Director of the Department of Human Resources and Deputy Director of Labor Relations in writing before they are recognized as such by the Employer.

9.07 Accredited Ohio Council 8 representatives of the Union may have access to the working area of its members at reasonable times during the working hours provided prior approval is obtained from the Deputy Director of Labor Relations, who must immediately advise the Union member's immediate supervisor. A list of accredited Ohio Council 8 representatives will be furnished to the Deputy Director of Labor Relations each year or as change takes place.

9.08 Up to three (3) employees, including the Local Union President, shall be permitted time off up to a maximum of five (5) working days each, per calendar year, without loss of pay to attend Union conventions or conferences. The Union President will be permitted a maximum of fifteen (15) working days.

9.09 Once each month, Union officers shall be permitted to meet with all employees hired the prior month for duration of one (1) hour, to inform said employee(s) of functions of AFSCME Local 1229. Employer facilities shall be made available for this purpose.

ARTICLE 10

NO STRIKE NO LOCKOUT

10.01 It is understood and agreed that the services performed by employees, included in this Agreement, are essential to the public's health, safety, and welfare. Therefore, the Union agrees that it will not authorize, instigate aid, condone, or engage in any strike, work stoppage, or other action at any time during the term of this Agreement, which will interrupt or interfere with the operation of the Employer. No employee shall cause or take part in any strike, work stoppage, slowdown, or other action which will interrupt or interfere with the operation of the Employer. In the event of a violation of this Section, the union agrees to take affirmative steps with the employees concerned such as letters, bulletins, telegrams, or employee meetings, to bring about an immediate resumption or normal work.

10.02 Should there be a violation of this Article, there shall be no discussion or negotiations regarding the difference or dispute, during the existence of such violation, or before normal work has been resumed.

10.03 The Employer agrees that he will not lockout employees, nor will he do anything to provoke interruptions or prevent such continuity of performance by said employees, insofar as such performance is required in the normal and usual operation of services of the Employer.

ARTICLE 11

LAYOFF AND RECALL

11.01 Whenever the Employer determines a layoff or abolishment is necessary due to a lack of work, a lack of funds or for reasons of economy and efficiency, the Employer shall notify the affected employees and President of the Union no less than seven (7) calendar days in advance of the date of layoff or abolishment.

11.02 The Employer shall determine in which classification(s) and which work section(s) layoff or abolishment will occur. Within each classification affected, the progression of layoff shall occur in the following order:

- A Intermittent, part-time, seasonal, temporary and student employees;
- B. New hires who have not completed their probationary period;
- C. Promoted employees who have not completed their probationary period;
- D. Employees who have completed their probationary period.

The order of layoff in each of the above categories shall be determined by the employee's length of bargaining unit seniority as defined in the Seniority Article.

11.03 Permanent full-time employees placed on layoff may first displace another employee with

less County of Summit seniority in a lower classification within this bargaining unit and within their classification series. If an employee cannot displace within the lower classification series, then the employee may displace in the classification the employee held prior to their current classification within this bargaining unit. If the employee refuses to displace within their classification series, the employee waives all rights to recall to a lesser classification. If the employee does not have the right to displace or does not exercise the right to displace, the employee shall be laid off. Employees shall notify the Employer personnel office, in writing, using the form provided, of their intention to exercise their displacement rights within three (3) working days after receipt of notification of layoff.

Any employee who bumps into a lower classification within a classification series of one or two grades shall receive a 5% reduction in pay. If an employee bumps three or more classifications lower, the employee shall receive a 7% reduction in pay.

11.04 No new employees shall be hired or promoted into a classification in which employees are on layoff

11.05 Employees placed on layoff may request to receive payment for earned but unused vacation benefits.

11.06 Employees placed on layoff shall retain recall rights for up to a period of eighteen (18) months from the date of layoff.

11.07 Recall from layoff will be made in reverse order of layoff, that is the last employee placed on layoff from a classification shall be the first to be recalled. An employee may be recalled to a lower classification within their original classification series of layoff. Should the employee accept or decline such recall, they will retain their recall rights to their original classification of layoff. Each employee recalled from layoff shall be given a seven (7) day notice of recall by certified mail to their last known address as shown on personnel records, with a copy given to the Union.

An employee who fails to report to work on the date specified in the recall letter shall be deemed to have declined re-employment and the employee shall lose all recall and which would prevent an employee from returning to work, the employee must, prior to the date of recall, provide to the Employer a physician's statement certifying the employee's inability to return to work and must also obtain approval from the Employer for an extension. In no event will the Employer extend recall rights in excess of thirty (30) days for reasons of verifiable injury, illness, or other extenuating circumstances as determined by the Employer.

11.08 No section of the Civil Service laws contained in Ohio Revised Code Chapter 124, shall apply to employees in the bargaining unit, and it is expressly understood that the Ohio Department of Administrative Services, the State Personnel Board of Review and the Summit County Human Resources Commission shall have no authority or jurisdiction as it relates to this Article.

11.09 **Voluntary Layoff.** When the Employer elects to reduce the work force by layoff or position abolishment and one (1) or more employees in the affected classification(s) desire to be

placed on voluntary layoff regardless of their seniority status, layoff shall be granted under the following conditions:

- A. The volunteer(s) with the most seniority shall be laid off first;
- B. Employee(s) who are placed on voluntary layoff may choose to return to work between the one hundred and fiftieth (150th) and one hundred and eightieth (180th) days after their voluntary layoff begins. This will result in the displacement (bumping) of the least senior employee in the returning employee's classification. If the employee, who volunteered for the layoff does not choose to return between the 150th and 180th days, he shall only be recalled in accordance with Sections 11.06 and 11.07 of this Agreement - except that he may only be recalled to a vacancy which occurs in the classification from which he was laid off.
- C. The Employer shall not challenge an employee's unemployment compensation claim, unless any employee refuses recall.

Waiving Bumping Rights. Any employee scheduled for layoff may elect to either accept layoff or to exercise his bumping rights as prescribed in this Article. Any employee who elects to accept layoff does not in any way affect his recall rights, nor will the Employer contest the employee's unemployment claim, unless an employee refuses recall.

ARTICLE 12 LABOR/MANAGEMENT COMMITTEE

12.01 On an as needed basis, up to three (3) members of management and up to three (3) representatives of the Union shall meet to discuss pending problems and to promote a more harmonious relationship between the Union and Employer. The number of participants at these Labor/Management meetings may be increased or decreased by mutual agreement of the parties.

An agenda will be furnished at least three (3) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting. The purpose of the meeting shall be to:

- A. Discuss the administration of this Agreement.
- B. Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by the parties.
- C. Disseminate general information of interest to the parties.
- D. Give the Union representative the opportunity to share the view of their members and/or make suggestions on subjects of interest to

their members.

- E. Discuss ways to increase productivity and improve efficiency.

12.02 It is further agreed that if special Labor/Management meetings have been requested, they shall be convened as soon as feasible.

Representatives of the Labor/Management Committee shall not suffer loss in pay for attendance at meetings provided by this Article. However, meetings which extend beyond the work day shall be on non-paid time.

ARTICLE 13 HEALTH AND SAFETY COMMITTEE

13.01 The Employer agrees to provide a healthful and safe work place for all employees and will comply with applicable laws and regulations relating to the health and safety of its employees.

13.02 A joint committee on Health and Safety, hereinafter referred to as the "Safety Committee," will be established and will consist of four (4) bargaining unit members appointed by the President of the Union, and four (4) Employer representatives. The Safety Committee shall:

- A. Meet at mutually agreeable times and places to review the department health and safety programs and make recommendations to the relevant Department Director.
- B. Meet to review, discuss, and report on the various safety items and activities.
- C. Review and analyze Federal and State standards or regulations which affect the department.
- D. Review problems concerning health and safety and make recommendations to the Personnel Administrator regarding any protective equipment, devices, or clothing, examinations, or other related items deemed necessary.

Union representatives of the Safety Committee shall not lose pay while in attendance at meetings pertaining to this Article. However, meetings which extend beyond the work day shall be on non-paid time.

13.03 Bargaining Unit employees may be provided uniforms and shoes as required by the Employer. Each Department Head may promulgate rules for the provision and replacement, if any, of uniforms. Employees who receive uniforms must wear such uniforms during all working hours or as otherwise stated by the Employer. Uniforms are provided for work purposes only and should not be worn during off-duty hours. Employees in need of special personal protective equipment may submit requests, along with proof, for the Employer's consideration.

ARTICLE 14 WORK ASSIGNMENT

14.01 Work normally performed by employees of the bargaining unit shall not be performed by supervisors, forepersons, or any other non-bargaining personnel except under the following conditions:

- A. Emergency, which would be defined as a riot, fire, flood, or where an emergency has been declared by the Employer or his designated representative or the Governor of the State of Ohio.
- B. For the purpose of instructing or demonstrating proper methods of work procedures, and for assessing or trouble-shooting.
- C. When the regular employees are not available.
- D. The Employer agrees, work normally performed by employees in the bargaining unit covered classifications, shall not be contracted or subcontracted unless there are insufficient employees to perform the necessary work, or bargaining unit covered employees do not have the skill, ability, technical knowledge, or necessary tools and equipment to perform such work. However, in such event, such contracting shall not jeopardize the employment of current employees, shorten their work week, or cause reduction of the employee's rate of pay.

14.02 Employees assigned by supervision to temporary duties, that may normally overlap duties of a higher classification, shall be paid their normal rate of pay within their current classification for the duration of the assignment.

When an employee is specifically assigned by supervision to a temporary working level in a higher classification, with a higher pay range, the employee shall be paid the start rate for that position, or a five percent (5%) increase in wages if the grade elevation is one (1) or two (2) grades, whichever is greater. If the grade elevation is three (3) grades or more, the employee shall be paid the start rate of that position, or a seven percent (7%) increase in wages, whichever is greater.

An employee temporarily transferred to a lower classification, with a lower pay range, shall receive his/her regular rate of pay for all time assigned to the temporary transfer. If a sufficient number of employees do not accept the temporary transfer, the least senior employee shall be assigned.

ARTICLE 15 BULLETIN BOARDS

15.01 The Employer shall furnish, for the Union, bulletin boards for posting of the following notices:

- A. Recreational and social affairs of the Union.
- B. Union meetings.
- C. Union elections.
- D. Reports of Union committees.
- E. Ruling or policies of the International Union of Ohio Council 8 or Local 1229 AFSCME.

15.02 Notices or announcements shall not contain anything political, or anything reflecting upon the County or any of its employees. Any violation of this Section by the Union shall entitle the Employer to cancel immediately the provisions of this Section and use of the bulletin boards by the Union.

15.03 The Employer and the Union agree that the following locations of bulletin boards shall be designated as follows:

- A. Plants #25 and #36; Plant #29
- B. Vehicle Maintenance Garage
- C. Sanitary Sewer Services Main Office (Pry Building)
- D. Building Services
- E. Animal Shelter
- F. Building Standards Department
- G. Courthouse Annex
- H. Sewer Maintenance Garage
- I. Juvenile Court
- J. Department of Development

In the event more bulletin boards are needed, the Union and the Employer shall meet upon notice by the Union to consider locations indicated above when operations of the Employer are expanded.

15.04 The Union shall notify the Deputy Director of Labor Relations in writing of its designee of the three (3) Union officials responsible for posting of notices in the designated areas.

ARTICLE 16
PROMOTIONS AND POSTINGS

16.01 The term "promotion" used in this provision, means the advancement of an employee to a position that carries a higher pay range than previously held by the employee.

- A. Whenever a job opening occurs, other than a temporary assignment in any existing job classification(s) or as a result of the development or establishment of new job classifications, a notice of such opening shall be posted on bulletin boards for five (5) working days, listing desired qualifications, starting hourly rate of pay, department or division where the vacancy exists including location (floor and facility, if available), the current hours of work, work week, days off, the date of the posting, and the deadline date for accepting applications.
- B. During this posting period, employees who wish to apply for the open position may do so. Employees may not apply for vacancies of their own currently held job classification. The application shall be submitted online using the appropriate forms contained on the County employment website to the Human Resources Department. The employee must comply with the Employer's procedures and requirements as set forth on the County employment website in order to be considered for a vacancy.

For employees on vacation, sick leave, or other authorized paid leave of absence, and during such absences a vacancy is posted, the Employer shall consider and accept such applications provided such employee submits an application for a vacancy that may exist, prior to the deadline date for accepting applications.

- C. The Employer shall schedule an interview for each qualified applicant and shall use only the following criteria when selecting the most qualified applicant(s): attendance, disciplinary action, related education, and related experience, written tests - if any required by the Employer, bargaining unit seniority, related training, structured interview, and other job related criteria as listed on the job posting. (for purposes of this article only, the criteria have been listed in alphabetical order, not necessarily in order of importance.) Employees may only be awarded two (2) postings within a twelve month period.
- D. If the employee fails to fulfill the responsibilities required by the new job during the probationary period, the employee shall have the right to return to their previous classification, or layoff status, if layoff was the employee's status.

- E. Specified jobs, as set forth in Appendix G, will permit the automatic advancement of employees to the next higher level job of the same classification series and will not require job posting pursuant to Section A of this section upon the employee showing obtainment of required licenses/certifications needed for the higher level job as referenced under Appendix G. This will not impact the Employer's ability to post vacancies for these higher level positions anytime as needed.

16.02 Employees may exercise bargaining unit Seniority each calendar year between the periods of December 1st and 20th, with such changes taking place at the beginning of the first pay period after January 2nd of each calendar year to transfer to another shift or facility within the employee's own classification. Such transfers are conditioned on the employee possessing the ability to immediately perform the job's duties without any training. There shall be a thirty (30) day qualification period which an employee may be returned to the employee's previous position without any rights to appeal such return. Thereafter, transfers are conditioned on the employee possessing the ability to continually perform their job duties or for operational need such as for purposes of coverage on an as needed basis not to exceed thirty (30) working days. Both sides will meet and confer if additional time is needed.

16.03 Employees in the same job classification shall be given their shift preference in the order of their seniority; except that when necessary to provide labor training to employees new on the job, they may be assigned to the shift *on* which such training is available for the duration of their learning period.

Once selection is made, it cannot be changed and shall not be subject to change in the intervening period except as necessitated by transfer, increase, or decrease in the workforce.

16.04 Any employee who is selected for an "Operator-in-Training" position shall qualify within eighteen months. Failure to qualify will subject the employee to removal from employment for failure to meet the essential functions of the job.

ARTICLE 17 PROBATIONARY PERIODS

17.01 Every new employee hired into a bargaining unit classification shall be required to successfully complete a probationary period. The probationary period shall begin on the first day from which the employee receives compensation from the Employer and shall continue for a period of one hundred eighty (180) days. A new hire probationary employee, who has lost work time due to illness or injury, shall have his probationary period extended by the length of the illness or injury. A new hire probationary employee may be terminated any time during this probationary period and shall have no right to appeal the termination.

An employee changing job classifications within the bargaining unit, shall serve a probationary period of one hundred twenty (120) days. If the employee fails to fulfill the

responsibilities required by the new job during the probationary period, the employee shall be returned to their previous classification and pay range, or layoff status, if layoff was the employee's previous status. An internal bid employee who lost work time due to an illness or injury shall have his probationary period extended by the length of the illness or injury. Reversions under this provision shall not be appealable under the grievance and arbitration procedure.

17.02 An employee promoted out of the bargaining unit who fails to satisfactorily complete the promotional probationary period, shall be returned to their previous classification and pay range. However, their seniority will only be credited to the extent of time spent in the bargaining unit.

ARTICLE 18 DISCIPLINE

18.01 The Employer shall have the right to discharge, suspend, or otherwise discipline any non-probationary or promotional probationary employee for just cause.

18.02 The Employer will notify the Union, in writing, at least two (2) working days prior to disciplinary action of any bargaining unit member covered by this Agreement. The words "writing" and "written" in this Article include e-mail. All written notices shall contain reasons for the disciplinary action. The employee shall have the right to Union representation, if available, at all disciplinary conferences. If a Union representative is not available at the time of the scheduled disciplinary conference after the two (2) work day notice period, the Employer may proceed with the disciplinary process. An employee shall receive a copy of any written disciplinary action at the discipline meeting.

18.03 The Local Union and Ohio Council 8 shall be notified of any revisions and/or newly initiated rules and regulations of the County affecting the employees of this bargaining unit prior to their implementation. Such rules will be equitably applied to all employees.

18.04 Any records of disciplinary action taken against an employee shall expire and not be used against the employee for the purposes of progressive disciplinary action, providing there has been no intervene disciplinary action taken against the employee during the specified time period as follows:

- A. Disciplinary actions resulting in no loss of time or pay - 12 months;
- B. Disciplinary actions resulting in the loss of time or pay not to exceed five (5) days pay - 24 months;
- C. Disciplinary actions resulting in the loss of pay or time exceeding five (5) days pay - 36 months.

If the intervening discipline has not occurred, said notations shall be removed from their file and personnel file if the employee requests the removal of the disciplinary notation in writing. Said requests must be directed to the attention of the Personnel Administrator.

18.05 The Employer shall proceed with any disciplinary action within a period of not later than twenty (20) working days of the close of the investigation of the alleged offense or at the close of

a criminal investigation. However, in situations where the employee conceals or uses deception, the time period shall not begin until the County could have reasonably detected the concealment or deception. If such disciplinary action is not initiated against an employee within such period of time, the disciplinary action is deemed withdrawn.

ARTICLE 19 GRIEVANCE PROCEDURE

19.01 It is mutually agreed that the prompt adjustment of grievances is desirable in the interest of sound relations between the employees and the Employer. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of the representatives of each party to protect and preserve the Grievance Procedure as an order of resolving grievances.

19.02 The term "grievance" shall mean any dispute or difference between the "employee" or "Employer" or the "Employer" and the "Union" concerning the interpretation of and/or application of or compliance with any provision of this Agreement, including disciplinary action taken against non-probationary and promotional probationary employees. Such grievances shall be processed in accordance with the terms of this Grievance Procedure.

19.03 A policy grievance which affects a group of employees, arising from the same event or set of facts, may be presented by the Union at Step 3 of the Grievance Procedure. Any grievance may not be presented, under this Section, later than ten (10) working days after the occurrence of the event on which the grievance is based.

19.04 Failure of the Employer to provide a timely answer, defined in Section 19.08 below, at any step of the Grievance Procedure shall entitle the employee and/or Union to proceed to the next step. Any grievance not timely presented by the employee and/or Union at any step of the Grievance Procedure shall not, thereafter, be considered a grievance under any step of the Grievance Procedure.

19.05 The written grievance shall state, on the grievance form, the specific article and paragraph of this Agreement alleged to have been violated, a brief set of facts, giving rise to the grievance, date and time the grievance occurred and the relief requested, and the employee's signature.

19.06 The time limitations provided for in this Article may be extended by mutual agreement in writing between the Employer or Labor Relations Administrator and Union. Working days, as used in this Article, shall not include Saturdays, Sundays, or Holidays.

19.07 The Regional Director or staff representative of Ohio Council 8, AFSCME, and/or President of Local 1229 may attend meetings at any step of the grievance process to assist in settling grievances.

19.08 Each grievance shall be processed in the following manner:

Step 1: A grievance shall be submitted in writing on the grievance form as stated in 19.05, to the employee's immediate supervisor/manager, within ten working days of the occurrence of the facts giving rise to the grievance. The supervisor/manager shall meet with the grievant and their representative(s), in an attempt to resolve the grievance and shall provide a written response within 5 working days of the meeting.

Step 2: If the grievance is not satisfactorily resolved at Step 1, the grievant may within 5 working days of the Step 1 answer, submit the grievance form to the designated department head for response. The department head shall meet with the grievant and their representative(s), in an attempt to resolve the grievance and shall provide a written response within 5 working days of the meeting.

Step 3: If the grievance is not satisfactorily settled at Step 2, the Union may appeal in writing within ten (10) working days after receipt of the Step 2 answer to the Labor Relations Office. The Deputy Director of Labor Relations or their designee shall, within ten (10) working days of receipt of the appeal, meet with the Chapter Chair or Union, and the Chapter Chair or Union may bring the appropriate Steward and/or witness into Step 3 meetings he deems necessary, as well as the supervisor or department head, any witnesses the Deputy Director of Labor Relations or his/her designee considers necessary to arrive at an answer. The Deputy Director of Labor Relations or his/her designee shall give his/her answer to the grievant and the Union in writing within ten (10) working days after such conference.

Step 4 - Arbitration: If the grievance is not satisfactorily resolved at Step 3, it may be submitted to arbitration. The right of the Union to notify the Employer that they intend to arbitrate an unadjusted grievance is limited to a period of fifteen (15) working days. **The Union shall within that fifteen (15) working days that the Union provides notice to the employer of its intent to arbitrate an unadjusted grievance request, in writing, a panel of seven (7) arbitrators from within Ohio from the Federal Mediation and Conciliation Services (FMCS), to be provided to both parties.** The parties may mutually agree to mediate a grievance prior to Arbitration. The mediator shall be chosen from the Federal Mediation and Conciliation Services (FMCS). The choice of mediation shall not affect the timing of selection of the Arbitrator described below. The parties may select the same person to mediate and arbitrate.

The Union shall, within ten (10) working days following its notification to the Employer that it intends to arbitrate an unadjusted grievance, meet with the Deputy Director of Labor Relations to select an Arbitrator from the FMCS panel of arbitrators. In the event the Union has not met and selected an arbitrator within the ten (10) working days following its notification to the Employer it intends to arbitrate an unadjusted grievance, the grievance and previous arbitration demand shall be deemed withdrawn and the Step 3 grievance shall be the final answer.

The Arbitrator shall hold the arbitration hearing as soon as reasonably possible and issue his/her decision within a reasonable time thereafter. The Arbitrator shall limit his/her decision strictly to the interpretation, application, or enforcement of the specific Articles and Sections of this Agreement that are in question.

The Arbitrator shall expressly confine himself/herself to the precise issues submitted for review and shall have no authority to determine any other issue not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching his/her determination.

The Arbitrator shall not have jurisdiction or authority to:

1. Review provisions of new contract;
2. Nullify, in whole or in part, any provisions of this Agreement;
3. Add to, detract from, or alter in any way, provisions of this Agreement;
4. Decide any issue relating to an action or occurrence which takes place prior to the execution of this Agreement involving any provisions of this Agreement but not pending grievances of the terminated agreement.

All decisions of the Arbitrator, consistent with his/her jurisdiction, power, and authority, as set forth herein and all pre-arbitration grievance settlements, reached by the Union and the Executive, shall be final and binding. All costs directly and related to the services of the Arbitrator shall be borne by the losing party.

The expenses of any non-employee witness shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter. The aggrieved, Local Union Steward, and/or representatives and County employee witnesses shall not lose any pay for time off the job while attending the arbitration proceedings. Time off the job, as used in this section, shall mean leave with pay during said employee's assigned working hours, which shall not exceed eight (8) hours of straight time pay. The Union shall provide the Employer with advance notice (5 working days) of the names of the employees it intends to call as witnesses in any arbitration or other related proceedings. The Employer will grant release time with pay during work hours for the employee witness. The Employer may require the employee witness attend the proceedings at staggered times based the witness' participation in the proceeding. No employee witness under this provision may receive overtime pay for attendance beyond their normal work hours.

ARTICLE 20 HOURS OF WORK

20.01 The standard work day shall be eight (8) hours of work with a one-half (1/2) hour unpaid lunch break. The standard work week shall be forty (40) hours of work during five (5) consecutive days of a Monday to Sunday work week. The current established shifts are:

First Shift: Starting at 7:30 a.m. and ending at 4:00 p.m. with a one-half (1/2) hour lunch break.

Second Shift: Starting at 3:30 p.m. and ending at 12:00 midnight with a one-half (1/2) hour lunch break.

Third Shift: Starting at 11:30 p.m. and ending at 8:00 a.m. with a one-half (1/2) hour lunch break.

20.02 Based upon demonstrable operational needs, the Employer reserves the right to set the hours shifts, work days, and work week according to the County's needs. However, prior to any change of shifts, hours, work days, or work weeks, other than set forth above, changes shall first be discussed with the Union.

20.03 For purposes of daylight savings time adjustments, work hours shall be based on the County's time clock with no regard to "spring forward" or "falling back" one actual hour. Normal work days, including any work on a midnight or third shift, will be eight (8) hours regardless of actual hours worked.

ARTICLE 21 OVERTIME

21.01 Overtime Pay shall not be pyramided or compounded for the hour(s) worked.

21.02 Overtime work shall be offered and equitably distributed within each department to all qualified employees who have completed 50% of their probationary period and working within the same job classification.

21.03 On January 1 of each succeeding year of this Agreement, charged overtime hours shall revert to zero. Initial overtime assignments, at the beginning of the new year, will be offered by order of bargaining unit seniority to qualified employees within the classification.

Once all employees in the classification have been offered overtime opportunities using this procedure, the offering of overtime opportunities shall then revert to an offering of overtime on a low hourly basis.

On each occasion, the opportunity to work overtime shall be offered to the employee, within the job classification, who has the least number of overtime hours to his credit at that time. If however, this employee does not accept the assignment after being offered, or fails to work it after accepting it, the hours offered will be recorded and will be part of the total hours. The employee with the next fewest overtime hours to his credit shall be offered the overtime assignment. In the event no employee wishes to work the overtime, to the extent practical, the Employer shall assign the work to the employee with the least amount of overtime credit that is capable of performing the work.

In the event an employee is determined to have been bypassed or the rotational list is not applied correctly, any grievance resolution or remedy shall be limited to the employee(s) who was (were) bypassed being offered overtime first at the next practical occasion.

21.04 For non-emergency situations only, employees who have completed probation more than 1 year previously who do not want overtime and do not wish to be contacted may express this desire in writing; thereby management shall remove his name from the overtime list. However, employees that request removal from the overtime list will continue to be charged for all overtime hours offered during this period. Employees will be placed on the overtime list at the beginning of the next six (6) month interval as set forth in Section 21.09 if the employee submits a request in writing. A continuous record of overtime hours worked and/or refused shall be posted in each department on a weekly basis. Union officials shall have access to review the current overtime list upon request.

- A. For the Department of Environmental Services the Employer will establish overtime procedures regarding the North and South operations with notice to the Union.

21.05 A. Management shall not call an employee for overtime when the employee reported off for his entire scheduled workday for any of the following reasons:

1. Sick Leave/Personal Leave
2. Vacation
3. Authorized Leave of Absence

B. An employee absent for any of the above reasons will be charged for overtime hours that may occur during his absence and such hours shall be construed as if the overtime was offered and refused.

C. An employee absent for any of the above reasons will be eligible for overtime after their next scheduled shift ends. Employees will continue to be charged for overtime hours that occur between this time accordingly, however employees will not be subject to charge under Section 21.09 of this Article.

D. Employees will continue to be subject to the terms of Section 21.03 in the event no employee wishes to work overtime.

21.06 In situations where the work crew(s) needs nominal additional time to complete a job, management need not use the overtime list. The phrase "nominal time" shall mean less than **four (4)** hours to complete the job assignment. After **four (4)** hours, or if the work should reasonably require more than **four (4)** hours, then the Employer shall use the overtime list.

21.07 Employees shall be paid at time and one-half (1½) the employee's regular hourly rate of pay for time worked under any of the following conditions:

- A. All time worked, including holidays, personal days, verified sick

leave, and vacation time, in excess of forty (40) hours in any Monday to Sunday work week;

- B. Employees may accumulate compensatory time off in lieu of overtime. An employee who wishes to request compensatory time in lieu of overtime pay shall designate this request in writing to the Employer prior to the end of the pay period in which overtime is worked. For each event of overtime worked, the employee may designate whether those hours worked should be counted as compensatory time. Compensatory time shall accumulate at the rate of one and one-half hours per hour of overtime worked. The Employee may not accrue more than eighty (80) hours of compensatory time. Compensatory time must be used within one hundred eighty (180) days of accrual, or it will be paid out at the rate of pay that the employee earned the compensatory time after the one hundred eighty (180) days expires.

21.08 Employees assigned to work outside of their current job classification will be eligible for overtime opportunities in both his permanent job classification and his out of classification job as follows:

- A. The employee retains normal overtime opportunities in his permanent classification as set forth in this Article;
- B. The employee will be offered overtime opportunities last in his out-of-classification job (if more than one employee is assigned to the same out-of-classification work, the employee with the least bargaining unit seniority shall be construed as the last); and
- C. Out of classification assigned employees will have their overtime hours charged to their permanent classification.

21.09 All employees on the overtime list are expected to respond at least one-fourth (1/4) of the time to unscheduled overtime on a six (6) month basis. (January 1 – June 30 and July 1 – December 31 each year). Failure to do so will result in the employee being ineligible to accrue compensatory time under Section 21.07 above for the remainder of the current interval period and/or the succeeding interval period. Employees who are not on the overtime list or are removed from the overtime list have no expectancy and will not need a County provided vehicle. Employees who voluntarily sign up for overtime and regularly respond to overtime as set forth in this Section may be provided a County vehicle at the discretion of the Employer. Employees working out of classification are not subject to being charged under this provision.

21.10 When an employee is called in to work other than during their regularly scheduled hours, and the clock-in time (radio-in time for these employees assigned a take-home county vehicle), is more than one (1) hour before or more than one (1) hour after the employee's regular work schedule,

The employee shall be paid a minimum of three (3) hours at the rate of time and one-half (1/2) of the employee's regular rate of pay. If the employee is sent home by supervision prior to completing the minimum amount of time, the employee shall receive full payment for the minimum hours stated above.

ARTICLE 22 HOLIDAYS AND HOLIDAY PAY

22.01 **Holidays.** The employees shall be entitled to the following paid holidays each year:

New Years Day	First day of January
Martin Luther King Day	Third Monday in January
Washington-Lincoln Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	Nineteenth of June
Independence Day	Fourth of July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	Eleventh of November
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Day after Fourth Thursday in November
Christmas Eve	Twenty-fourth of December
Christmas Day	Twenty-fifth of December
Employee's Birthday	To be taken at a time that is mutually agreed with by the Supervisor on or after the birthday and, within the calendar year or it will be added to their vacation accumulation for full time employees. Part time employees must take their birthday holiday within the calendar year it was earned, or it will be forfeited.

When the holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.
When the holiday falls on a Sunday, the following Monday shall be observed as the holiday.

22.02 To be entitled to holiday pay, an employee must be on the payroll (actually receive pay) during the week the holiday falls.

Holiday pay on the listed holidays, excluding the employee's birthday shall not begin until the first scheduled work shift of the holiday.

An employee, who does not work on a holiday, shall receive eight (8) hours pay at his regular rate of pay, if the employee is on the payroll during the week the holiday falls. Employees who work on a holiday shall receive one and one-half (1/2) times their regular rate of pay for hours worked in addition to eight (8) hours holiday pay. The employee must work the last scheduled work day before the holiday and first scheduled work day after the holiday in order to receive holiday pay. In the event that an employee is absent for sickness for either or both days, verification must be provided with a doctor's slip in order to be paid for said holiday.

22.03 Any other day designated by the County Executive in conjunction with County Council, will also be considered to be paid holiday.

22.04 It is the intent of the Employer to make reasonable accommodations to the religious needs of employees. Whenever possible, employees requesting time off for religious holidays other than specified in the holiday pay, will be permitted to take vacation leave. If vacation leave is not available, the employee may be permitted to take time off without pay. Any request for religious holiday use as provided in this Section must be approved two (2) weeks before its occurrence.

22.05 In the event the County Executive declares that any Summit County office, agency or building be officially closed at which any bargaining unit employees are employed, the bargaining unit employee that is required to stay and work beyond the time of the building closure will receive pay for the remaining hours of work within their normal day at time and one-half the employee's normal rate of pay. Employees who are required to work on the second and/or third shift will also receive time and one-half the employee's normal rate of pay if the building remains closed through the remainder of the that day and they are still required to report to work. Employees who are not working after the building closes, including on subsequent shifts, will receive their regular rate of pay for that day.

Employees not scheduled to work because of scheduled vacation, sick leave or the continuation thereof, or other forms of paid leave, will be charged for the leave regardless of the declared building closure. If, however, the employee is at work on the day the building closure is declared, but prior to that declaration the employee submits any leave for that day, the employee may withdraw that leave and will not be charged leave for that day.

ARTICLE 23 SICK LEAVE

23.01 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; and/or 3) serious illness, injury or death in the employee's immediate family.

23.02 All employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours in paid status, excluding overtime and may accumulate such sick leave to an unlimited amount.

23.03 An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least one-half (1/2) hour before the start of his work shift each day he is to be absent.

23.04 Sick leave may be used in segments of not less than a quarter hour.

23.05 Before an absence may be charged against accumulated sick leave, the Department Head may require proof of illness, injury or death, or may require the employee to be examined by a physician designated by the Department Head and paid by the Employer. In any event, an

employee absent for three (3) or more days must supply a physician's report to be eligible for paid sick leave.

23.06 If an employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the Department Head, at his discretion, finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may, at the Department Head's discretion, be considered an unauthorized leave and shall be without pay.

23.07 Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action. The following are potential examples of sick abuse; however, this is not an exhaustive list: Failure to notify a supervisor of absences, failure to follow proper leave procedures, failure to provide physician's verification when requested or where required, any presentation of or reference to fraudulent documentation to secure time off, absences that create a pattern, maintaining low sick leave balances due to excessive/frequent sick leave usage (not including Family Medical Leave Act leave).

23.08 The Department Head may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees.

23.09 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children (step), parents (step), or domestic partner. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employee's parents, grandparents, grandchildren, step-children, spouse, spouse's parents, child, brother, sister, half-brother, half-sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or person in loco parentis and any other relative listed in the Employer's policy for bereavement leave.

23.10 **Personal Leave.** Notwithstanding the above provisions, each year employees may elect to use up to five (5) days of leave as personal leave, to cover any short term absences of a personal nature. The time off must be scheduled and approved by the immediate supervisor and can be taken in fifteen (15) minute increments. Unused personal leave will convert back to sick leave at the end of each year.

23.11 The Employer may require an employee to take an examination conducted by a licensed physician, psychologist or psychiatrist selected by the Employer, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified or not fit for duty, the employee may be placed on disability leave. The cost of the examination shall be paid by the Employer. Under this provision, disability leave shall mean a medical leave of absence not to exceed one (1) year without pay and without benefits. During this one (1) year period, the employee may be reinstated to the same or similar job upon submission of sufficient medical proof of the employee's ability to perform the job duties. The Employer retains the right to require an employee to submit to an examination prior to any return from disability leave within the one (1) year period.

In the event the Union submits medical certification within twenty (20) calendar days that an employee is fit for duty after the employer's certification that such employee is not fit for duty, a third doctor, mutually agreed upon and paid for evenly by both parties, shall be appointed, and such opinion shall determine the employee fitness for duty.

23.12 Bereavement Leave. Employees shall receive five (5) days of sick leave as bereavement leave for members of the immediate family as follows: mother, father, spouse, sister, brother, child, stepchild, foster child, or child for whom the employee is the legal custodian or guardian, the legal guardian, or other person who stands in the place of a parent (in loco parentis) of the employee, mother-in-law, father-in-law, step-parents, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchildren, grandparents, spouse's grandparents, niece, nephew, aunt or uncle. Any reference to familial relationship due to marriage denotes current, not former marital relationships. Bereavement leave days must be consecutive work days and include the day of the funeral or memorial service.

ARTICLE 24 LEAVES OF ABSENCE

24.01 Court Leave. The Employer shall grant full pay where an employee is summoned and appears for any jury duty or subpoenaed and appears as a witness (outside the scope of his employment) by any court of other adjudicator body as listed in this Article. Any employee released from jury or witness duty, prior to the end of his scheduled work day, shall report to work for the remaining hours. Bargaining unit employees that are scheduled to work on afternoon or midnight shifts shall have their time spent on jury duty credited to their work shift for each day provided the employee submits proof of jury service duty for each day.

Employees will honor any subpoena issued to them, including those from Workers' Compensation, Unemployment Compensation, State Employment Relations Board hearings, and the State Personnel Board of Review. It is not proper to pay employees when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters (such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc.). These absences will be leave without pay or vacation at the discretion of the employee. An employee shall request prior approval for court leave, in order for such leave to be granted.

24.02 Military Leave. All employees who are members of the United State Military, which for purposes of this Section also includes: the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, and/or members of all reserve components of the Armed Forces of the United States, are entitled to leave of absence from their respective duties and to the difference between their regular rate of pay, for such time as they are in the military service, or field training, or active duty, for periods not to exceed a total of one hundred seventy-six (176) hours in one (1) calendar year. Leave in excess of one hundred and seventy-six (176) hours in one (1) calendar year shall be leave without pay, or vacation at the option of the employee. Employees are required to submit to the Employer an order or statement from the appropriate military components, listed above, will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor of the State of Ohio, to assist civil authorities. Such leave will be without pay if

it exceeds authorized military leave for the year. The leave will cover the official period of the emergency.

24.03 **Family Medical Leave.** All employees are subject to the Summit County Family Medical Leave Policy.

24.04 **Unpaid Leaves.** Unless otherwise addressed in this Agreement, unpaid leaves will be governed by County policy.

24.05 **Education Leave.** Leave without pay may be granted for a maximum period of two (2) years for the purpose of education or training which would be of benefit to the employee and the County. Consideration will also be given to voluntary service in a governmentally-sponsored program of public betterment. Renewal or extension beyond the two (2) year period will not be permitted.

24.06 **Workers' Compensation Injury Leave.** In case of compensatory industrial illness or injury, as determined by the Bureau of Workers' Compensation, a leave of absence shall be granted, providing such leave is supported by medical documentation which states that the employee is not medically fit to return to duty. If the employee is medically fit, employee may be placed on transitional work according to Employer's Transitional Work Policy, at the discretion of the Employer. No paid leave credits shall accumulate during any unpaid leaves.

The Employer agrees to continue to provide hospitalization insurance benefits, at the agreed upon amounts and levels, for up to six (6) months, for any employee who experiences a compensatory industrial illness or injury as outlined above.

24.07 **Union Leave.** Duly selected Union delegates or alternates to annual conventions of Ohio Council 8, and the Biennial Convention of AFSCME, AFL-CIO, shall be granted time off without pay for the purpose of participating in such convention. The Union shall give to the Employer at least one (1) week advance, written notice of the employees who will be attending such conventions as herein provided; and shall be limited to four (4) employees and no more than two (2) from any department, except when unusual circumstances exist and approval has been obtained from the Labor Relations Administrator. The employees, so affected, shall notify their immediate supervisors immediately upon their notification.

Union employees with one (1) year of Employer service, elected to Union positions or selected to work for the Union, which takes them from their employment with the Employer, shall at the written request of the Union and upon the approval of the Employer, receive leaves of absence without pay for a period of up to six (6) months. An additional extension of the leave of absence without pay for employment with the Union (maximum of six (6) months) may be granted upon application to an approval of the Employer, prior to the expiration of the initial leave of absence for employment with the Union. In no event shall a leave be granted pursuant to this provision for a period of less than thirty (30) days.

24.08 All leaves of absence and any extension thereof must be applied for in writing by the employee on a form to be provided by the Employer. Any request for leave of absence shall be

answered in writing promptly, and the reason for any denial shall be given. An approved copy of any leave of absence granted under this Article will be furnished to the Employer.

24.09 An employee may, upon request, return to work prior to the expiration of any leave of absence only if such early return is agreed to by the Employer. Any employee who has been on any type of leave herein shall, at the request of the Employer, submit a medical certificate indicating fitness to return to duty.

24.10 Upon returning from an approved leave, the employee will be returned to his former job classification as long as he is medically able to perform the duties and responsibilities of such classification. If the employee has sufficient Employer Seniority, he may also return to his former department and shift.

ARTICLE 25

VACATION

25.01 Each full-time employee in the several offices and departments of the County service, including full-time and hourly rated employees, after service of one (1) year with the County or any political subdivision of the State, shall have earned and will be due, upon the attainment of the first (1st) year of employment and annually-thereafter, eighty (80) hours of vacation leave with full pay. One (1) year of service shall be computed on the basis of twenty-six (26) bi-weekly pay periods. A full-time County employee with five (5) or more years of service, with the County or any political subdivision of the State, shall have earned and is entitled to one hundred twenty (120) hours of vacation leave with full pay, a full-time County employee with ten (10) or more years of service shall have earned and is entitled to one hundred sixty (160) hours of vacation leave with full pay; a full-time County employee with fifteen (15) years or more of service shall have earned and is entitled to two hundred (200) hours of vacation with full pay.

25.02 Such vacation leave shall accrue to the employee at the rate of three and one-tenth (3.1) hours each bi-weekly period of those entitled to eighty (80) hours per year, four and six-tenths (4.6) hours each bi-weekly period for those entitled to one hundred twenty (120) hours per year, six and two-tenths (6.2) each bi-weekly for those entitled to one hundred and sixty (160) hours per year and seven and seven-tenths (7.7) hours each bi-weekly period for those entitled to two hundred (200) hours per year. Days specified as holidays 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 employment; provided, the appointing authority may, in special or meritorious cases, permit such employee to accumulate and carry over his vacation leave to the following year. No vacation leave shall be carried over for more than three years. An employee is entitled to compensation, at his current rate of pay, for the prorated portion of an earned but unused vacation leave for the current year to his credit of the time of separation and, in addition, shall be compensated for any unused vacation leave accrued to his credit with the permission of the Employer or the three (3) years immediately preceding the last anniversary date of employment.

25.03 Vacation leave will be taken at such time as the employee and supervisor mutually agree upon. Employee's vacation requests will be approved or denied based upon operational needs.

Vacation leave that is requested prior to January 31 must be requested and authorized on a form designated by the Employer. Vacation leave that is requested after January 31 will be requested on-line using the Kronos system and the response returned to the employee within three (3) work days after the on-line request. Vacation requests when submitted by January 31 each year, approval will be based upon bargaining unit seniority. After January 31st, approval will be based upon a first come, first served basis.

25.04 Vacation will be granted in fifteen (15) minute increments when requested by the employee. If an employee, while on vacation, contracts an illness or injury or experiences a death in the family which would warrant paid sick leave, had the employee been at work, such employee shall upon showing of proper evidence and with the approval of the department head be allowed to charge such absence to sick leave rather than vacation time off.

ARTICLE 26 WAGES

26.01 Effective at the beginning of the first payroll period in April for the contract year **2021 and 2022**, all employees shall be paid as follows:

Classification		April 2021	April 2022	April 2022
		No Increase	2.5%	
			Salary	Hourly Rate
Account Clerk I	19	\$33,425.60	\$34,257.60	\$16.47
Assistant Poundkeeper	26	\$40,060.80	\$41,080.00	\$19.74
Automotive Mechanic I	30	\$45,448.00	\$46,592.00	\$22.40
Automotive Mechanic II	32	\$48,547.20	\$49,753.60	\$23.92
Building Standards Clerk I	18	\$32,676.80	\$33,488.00	\$16.10
Building Standards Clerk II	25	\$39,000.00	\$39,977.60	\$19.22
Building/HVAC Inspector	35	\$53,768.00	\$55,120.00	\$26.50
Chemist	34	\$52,000.00	\$53,310.40	\$25.63
Code Technician	30	\$45,448.00	\$46,592.00	\$22.40
Collection Specialist/Cashier	27	\$41,246.40	\$42,286.40	\$20.33
Communication Specialist	27	\$41,246.40	\$42,286.40	\$20.33
Computer Monitor Aid (P.T.)	16	\$31,262.40	\$32,052.80	\$15.41
Custodial Worker	20	\$34,195.20	\$35,048.00	\$16.85
Correctional Repair Worker	28	\$42,681.60	\$43,742.40	\$21.03
Deputy Dog Warden	26	\$40,081.60	\$41,080.00	\$19.75
Electrical Inspector	34	\$52,000.00	\$53,310.40	\$25.63
Electrician I	32	\$48,547.20	\$49,753.60	\$23.92
Electrician II	33	\$50,252.80	\$51,500.80	\$24.76
Electronic Instrument Tech	34	\$52,000.00	\$53,310.40	\$25.63
Environmental Tech I	26	\$40,081.60	\$41,080.00	\$19.75
Environmental Tech II	28	\$42,681.60	\$43,742.40	\$21.03
Field Engineering Inspector	33	\$50,252.80	\$51,500.80	\$24.76
Fire Protection Inspector	35	\$53,768.00	\$55,120.00	\$26.50

Housing Rehab Specialist	24	\$37,980.80	\$38,937.60	\$18.72
Housing Rehab Specialist II	25	\$39,000.00	\$39,977.60	\$19.22
Lab Tech Analyst	25	\$39,000.00	\$39,977.60	\$19.22
Laboratory Technician	30	\$45,448.00	\$46,592.00	\$22.40
Laborer	20	\$34,195.20	\$35,048.00	\$16.85
Lead Plumbing Inspector	35	\$53,768.00	\$55,120.00	\$26.50
Maintenance Mechanic I	30	\$45,448.00	\$46,592.00	\$22.40
Maintenance Mechanic II	32	\$48,547.20	\$49,753.60	\$23.92
Maintenance Repair Worker	28	\$42,681.60	\$43,742.40	\$21.03
Mason	30	\$45,448.00	\$46,592.00	\$22.40
Mechanic Helper	26	\$40,081.60	\$41,080.00	\$19.75
Office Machine Operator	20	\$34,195.20	\$35,048.00	\$16.85
Plumbing Inspector	34	\$52,000.00	\$53,310.40	\$25.63
Project Inspector I	24	\$37,980.80	\$38,937.60	\$18.72
Project Inspector II	28	\$42,681.60	\$43,742.40	\$21.03
Pump Maintenance	30	\$45,448.00	\$46,592.00	\$22.40
Records Clerk I	20	\$34,195.20	\$35,048.00	\$16.85
Sewer Maintenance I	25	\$39,000.00	\$39,977.60	\$19.22
Systems Operator I (No Level 3)	30	\$45,448.00	\$46,592.00	\$22.40
Systems Operator II (Level 3)	31	\$46,987.20	\$48,152.00	\$23.15
Tech Printing System Operator	25	\$39,000.00	\$39,977.60	\$19.22
Utility Billing Clerk	25	\$39,000.00	\$39,977.60	\$19.22
Utility Locator	26	\$40,081.60	\$41,080.00	\$19.75
Utility Maintenance Worker I	26	\$40,081.60	\$41,080.00	\$19.75
Utility Maintenance Worker II	30	\$45,448.00	\$46,592.00	\$22.40
Wastewater Treat. Plant Operator-In-Training	25	\$39,000.00	\$39,977.60	\$19.22
Wastewater Treat. Plant Operator I	28	\$42,681.60	\$43,742.40	\$21.03
Wastewater Treat. Plant Operator II	30	\$45,448.00	\$46,592.00	\$22.40
Wastewater Treat. Plant Operator III	31	\$46,987.20	\$48,152.00	\$23.15
Weatherization Control Specialist	20	\$34,195.20	\$35,048.00	\$16.85
Weatherization Estimator/Inspector	26	\$40,081.60	\$41,080.00	\$19.75
Weatherization Inspector II	27	\$41,246.40	\$42,286.40	\$20.33
Work Relief Crew Leader	31	\$46,987.20	\$48,152.00	\$23.15

In the event any other bargaining unit within Summit County Charter offices (specifically

the Summit County Sheriff's Office, the Child Support Enforcement Agency, or the Summit County Engineer's Office) receives an across-the-board wage increase for that bargaining unit's next Collective Bargaining Agreement cycle that is higher than the agreed upon increase in this Article, then the difference of that increase to the other bargaining unit will be applied to the employees covered under this Agreement.

26.02 An employee who is promoted to a higher pay grade position shall receive the start rate for that position or a five percent (5%) increase in wages if the grade elevation is one (1) or two (2) grades, whichever is greater. If the grade elevation is three (3) grades or more, the employee shall receive the start rate of that position or a seven percent (7%) increase in wages, whichever is greater.

26.03 **Effective January 1, 2022**, all employees regularly assigned to shift work shall be paid a shift differential as follows:

- A. Second Shift - as defined by Section 20.01- forty cents (\$0.45) per hour.
- B. Third Shift - as defined by Section 20.01 - fifty cents (\$0.56) per hour.

The shift differential shall be in addition to the employee's regular hourly rate and will be included as a part of the rate for the computation of overtime.

26.04 The Employer may fill a vacancy at a pay rate higher than the start rate. However, if the Employer fills a vacancy at an advanced pay rate, then any other existing employee(s) working in that same job classification who is being paid at a pay rate lower than the employee in the newly filled vacancy shall be advanced to the higher pay rate established by the Employer under this Section. Employees promoted pursuant to Section 26.02 above will not cause advancement of pay rates for lower paid employees under this Section.

26.05 Any employee who is demoted or voluntarily applies for and receives a lower classification job, shall receive a 5% reduction in pay if the lower classification is one or two pay grades from his current pay grade or be paid at the highest rate of the employee in that classification to which the employee is demoted/reduced, whichever is lower. If the reduction is three grades or more, the employee shall receive a 7% reduction in pay or be paid at the highest rate of the employee in the classification to which the employee is demoted/reduced, whichever is lower. Demotions may be voluntary or involuntary.

ARTICLE 27

P.E.O.P.L.E. DEDUCTIONS

27.01 The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made

pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 28 POLITICAL ACTIVITY

28.01 Recognizing the right of all citizens to engage in the electoral process and/or political activity, the Employer agrees that it shall not be considered a violation of the Agreement nor cause for discipline or termination because of involvement of bargaining unit covered employees in the electoral process and/or political activity during non-work hours.

ARTICLE 29 HEALTH AND LIFE INSURANCE BENEFITS

29.01 The Employer shall provide all employees, covered by this Agreement who qualify for benefits and are on active pay status, hospitalization, surgical, medical, and prescription drug benefits.

29.02 All employees who receive benefits will pay ten (10%) percent of the premium cost through payroll deductions.

29.03 The Employer agrees to contribute to the Ohio AFSCME Care Plan, for the purpose of providing various benefits to eligible bargaining unit employees in accordance with the Rules and Regulations of the Fund and all applicable Federal and State laws. Effective the first month following signing of this Agreement, contributions shall be made monthly at the rate of forty eight dollars and seventy-five cents (\$48.75) per month for each bargaining unit employee. The \$48.75 reflects the total cost for Life Insurance I (\$7.50); Vision I (\$6.75); Hearing (\$0.50); and Dental IIA (\$34.00).

29.04 The Employer may modify healthcare coverage to equal the coverage provided to other Executive employees.

Offer waiver (of fifty dollars (\$50.00) per month) out of the program to employees who provide proof of other coverage. This payment may be terminated at the Employer's discretion subsequent to March 1, 2003.

29.05 The Employer agrees to pay the premium cost for an eligible spouse dependent of an eligible benefit recipient for the Comprehensive Hospital and Medical Insurance Coverage provided under the Public Employees Retirement System of Ohio for future retirees. The Employer may terminate such premium payments at its discretion subsequent to March 1, 2003.

**ARTICLE 30
GRANT FUNDED POSITIONS**

30.01 Grant funded positions must meet the terms and requirements of the grant.

**ARTICLE 31
SUBSTANCE ABUSE PREVENTION POLICY AND PROCEDURES**

31.01 All employees shall be subject to the Summit County Substance Abuse Prevention Policy and Procedure

**ARTICLE 32
PAID PARENTAL LEAVE**

32.01 **Purpose.** Under the Family Medical Leave Act (FMLA), employees are entitled to twelve (12) weeks of parental leave for the birth or adoption of a child. However, often times the leave under FMLA is unpaid, which can result in a new parent taking an inadequate amount of leave to care for the newborn or newly adopted child. Paid Parental Leave is intended to provide an opportunity for employees to take up to a maximum of six (6) calendar weeks of continuous paid leave to provide necessary parental care immediately following the birth or adoption of a minor child.

32.02 **Eligibility.** To be eligible for benefits under Paid Parental Leave, an employee shall:

- A. Have been employed by the County of Summit for at least twelve (12) months;
- B. Have worked at least 1,250 hours over the previous twelve (12) months period immediately preceding the date when the requested leave would begin;
- C. Be the biological parent of a newly born child or legal guardian of a newly adopted child;
- D. Reside in the same residence as the newly born biological child or adopted child;
- E. Be required to provide documentation of the date of birth or adoption, as well as documentation of the parentage or adoption of the child;
- F. Submit the request to the appointing authority on the appropriate form at least thirty (30) days prior to the requested time off for foreseeable leave or as much notice as is practicable under the circumstances for unforeseeable leave.
- G. Any employee who provides false or misleading information on the appropriate form under subsection, F, above, or who fails to submit the appropriate form under subsection F, above, or the documentation under subsection D, above, or who is otherwise provides false or misleading information as to subsections, C, or D, above, shall be subject to discipline, up to and including termination.

32.03 **Duration of Leave.** An employee who is eligible for Paid Parental Leave pursuant to Section 32.02, above, may take Paid Parental Leave for all hours of work during the six (6) calendar weeks commencing with, and immediately following, the effective date and triggering event, as set forth in subsection 32.04, below. Under no circumstances shall Paid Parental Leave be taken beyond six (6) calendar weeks from the exact date of birth or placement of a child for adoption. The employee may elect to utilize intermittent Paid Parental Leave, provided, however, that the minimum amount of any portion of intermittent leave shall be one (1) full work day, and, in the event an employee elects to take intermittent paid parental leave, the leave shall not extend beyond six (6) calendar weeks from the exact date of birth or placement of a child for adoption. Additionally, any employee utilizing intermittent Paid Parental Leave must submit the request for leave to the employee's supervisor prior to any work day where the leave will be utilized.

32.04 **Effective Date and Triggering Event.** Eligibility for taking Parental Leave shall begin on the exact date of the birth of an employee's child or on the exact day on which custody is taken by the employee for an adoption placement. If an employee adopts multiple children, the Paid Parental Leave triggering event shall be considered a single qualifying event, and will not serve to increase the length of leave for the employee, so long as the children are adopted within six weeks of each other. If an employee is the parent of more than one child born at the same time, the Paid Parental Leave triggering event shall be considered a single qualifying event and will not serve to increase the length of leave for the employee.

32.05 **Other Employee Benefits.** Employees will remain eligible to receive all employee provided paid benefits and continue to accrue all other forms of paid leave. The employee will receive all forms of paid leave, regardless of the pay status during the period of Parental Leave.

32.06 **Overtime/Holiday Pay/Outside Employment.** Employees are ineligible for overtime pay during the period of time they are receiving Paid Parental Leave, and, in the event of intermittent use of Paid Parental Leave, during any week where Paid Parental Leave is utilized by the employee. An employee shall continue to receive their holiday pay, if they are receiving their full pay during the Paid Parental Leave period, and if they comply with all other policy or contractual provisions to receive holiday pay. Employees are ineligible to hold outside employment during the period of Parental Leave. Any employee found to be holding outside employment during paid parental leave shall be subject to discipline up to and including termination in accordance with Article 18 of this Agreement. Any holiday pay received by an employee for any work day during the six (6) week calendar week period of Paid Parental Leave shall constitute the sole pay for the employee for those hours worked and shall not be in addition to the employee's Paid Parental Leave. Additionally, the occurrence of any holiday during the six (6) calendar weeks of Paid Parental Leave shall not extend the time period for Paid Parental Leave.

32.07 **FMLA/Paid Time Off.** Paid Parental Leave shall run concurrently with Family Medical Leave Act (FMLA) Leave, and employees using Paid Parental Leave who meet the eligibility requirements of the FMLA shall have the entire non-working period of Parental Leave counted towards the employee's FMLA entitlement. Upon the exhaustion of the Paid Parental Leave Benefit, Section 24.03 and consequently Section 169.22(j)(7) of the County of Summit Codified Ordinances will take effect requiring accrued leave time be used. Paid Parental Leave does not supersede or replace an employee's rights under FMLA.

32.08 **Death of an Unborn or Newborn Child.** An employee who would otherwise be eligible for Paid Parental Leave pursuant to Section 32.02, above, whose child is stillborn or dies during the third trimester of pregnancy is eligible for three (3) calendar weeks of Paid Parental Leave following the date of death of the unborn or stillborn child. In the event that a newly born or adopted child dies during the period of time that the employee is on Paid Parental Leave, the employee shall be entitled to the full extent of the Paid Parental Leave permitted under Section 32.03, above, and the Paid Parental Leave shall not terminate due to the death of the child. All other provisions of Article 32 shall apply to Paid Parental Leave granted pursuant to this Section.

ARTICLE 33 COMMERCIAL DRIVERS LICENSE (CDL)

The parties hereby agree to the following provisions regarding commercial driver's licenses for those employees in the bargaining unit who are required by state law to obtain such a license and any of the endorsements that accompany the commercial driver's license:

1. The Employer agrees to pay for the cost of the CDL examination and any required endorsements. This provision applied only to current bargaining unit employees who are presently in a position which requires such employees to obtain a CDL.
2. The parties agree that if an employee fails any part of the required examination once, he shall be permitted to remain in his existing classification for no longer than an additional thirty (30) days. During this thirty (30) day period, the employee must successfully take and complete all parts of the examination in order to remain in his existing classification beyond the thirty (30) day period.

If the employee does not retake the failed part(s) of the examination within the thirty (30) day period, or if the employee retakes and fails any part of the examination for the second time, he shall be permitted to exercise one of the following options:

- a. Bid on a vacant position in another classification for which he is qualified in accordance with the Promotions and Posting Article. (The employee must receive the promotion to the vacant position before he can avoid a layoff).
- b. Displace (bump) another employee by following the procedure outlined in the Layoff and Recall Article. However, the employee will not be permitted to bump into a job classification which requires possession of a CDL.
- c. Take a layoff from his position.

Once an employee who fails the examination two or more times passes all parts of the examination and receives his CDL and required endorsements, he shall be reappointed to the classification which requires the CDL. However, such reappointment shall not be made until a vacancy occurs in the classification. (The parties agree that under these circumstances the Employer will not be required to post the vacancy in accordance with

the Promotions and Postings Article.) If there is more than one employee eligible for reappointment in accordance with the terms and conditions of this memorandum of understanding, such reappointment shall be made for the employee with the most Executive Seniority.

ARTICLE 34

CONTINUING EDUCATION

The Employer will pay all expenses necessary for County Employees that are required to maintain a certification or license to perform their job duties. Such employees shall be paid at their appropriate rate (including) overtime for any time spent attending classes or training that is required to maintain their certification or license.

(The remainder of this page is intentionally left blank)

ARTICLE 35 DURATION

33.01 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 in any respect whatsoever by consolidation, merger, sales, transfer, or assignment of either party hereto, or affected, modified, altered, or changed in any respect whatsoever by any change of any kind in the legal status, ownership, or management of either party hereto.

33.02 This collective bargaining agreement shall remain in full force and effect from April 1, **2021** through March 31, **2023**, inclusive, and shall automatically renew itself from year to year, thereafter, except that either party may service notice of desire to modify or amend at the end of subsequent years by written notice not more than one hundred twenty (120) calendar days nor less than ninety (90) calendar days prior to the end of such expiration date.

Negotiations, upon such proposed amendments or change of the terms of the Agreement covered in the notices of desire to amend, shall being not later than sixty (60) calendar days prior to the initial or any subsequent expiration date and shall continue until agreement is reached, and during said negotiations this Agreement shall remain in full force and effect except that during such negotiations, subsequent to the initial or any subsequent expiration date, either party on ten (10) calendar days written notice to the other may terminate said agreement.

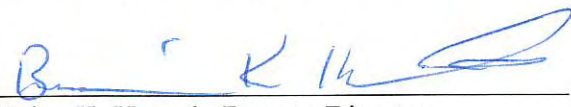
IN WITNESS WHEREOF, the parties hereto affix their signature this 27th day of January, 2022.

FOR THE EMPLOYER:

FOR THE UNION:

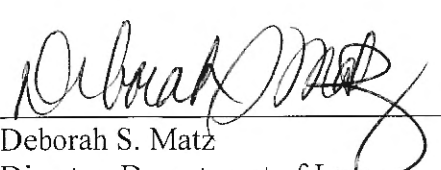

Ilene Shapiro, County Executive

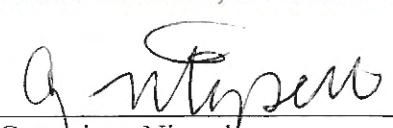

Shelby Woodall, Staff Rep., Ohio Council 8

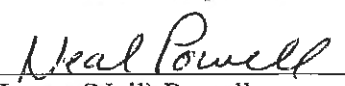

Brian K. Harnak, Deputy Director,
Labor Relations


Ramon Mendoza, Local 1229 President

Approved as to Form:


Deborah S. Matz
Director, Department of Law
and Risk Management


Genevieve Nitzsche,
Local 1229 Chapter Chair


Larry (Neil) Powell
Local 1229 Chapter Chair

APPENDIX A

CLASSIFICATION PLAN
COUNTY OF SUMMIT
EXECUTIVE

(BARGAINING UNIT)

OCCUPATIONAL CATEGORY/CLASSIFICATION

B1200 GENERAL CLERICAL SUPPORT GROUP

B 1220 **GENERAL CLERICAL SERIES**

B1221 Clerk
B1222 Records Clerk I

B1240 **OFFICE EQUIPMENT OPERATION SERIES**

B1242 Office Machine Operator
B1245 Technical Printing System Operator

B1600 **FISCAL SUPPORT SERIES**

B1610 **CASH COLLECTION & DISBURSEMENT SERIES**

B1612 Utility Billing Clerk
B1615 Collection Specialist/Cashier

B1650 **ACCOUNTING SERIES**

B1651 Account Clerk I
B1652 Account Clerk II

B2100 ANIMAL CONTROL GROUP

B2110 **ANIMAL CONTROL SERIES**

B2111 Communications Clerk
B2113 Assistant Poundkeeper
B2114 Deputy Dog Warden

B2400 INSPECTION GROUP

B2401 Fire Protection Inspector
B2405 Field Engineering Inspector

B2410 BUILDING INSPECTION SERIES

B2411 Building/HVAC Inspector

B2420 ELECTRICAL INSPECTION SERIES

B2421 Electrical Inspector

B2430 PLUMBING INSPECTOR SERIES

B2431 Plumbing Inspector

B2432 Lead Plumbing Inspector

B2440 INSPECTION ADMINISTRATION SERIES

B2441 Building Standards Clerk I

B2442 Building Standards Clerk II

B2445 Code Technician

B2450 CAPITAL IMPROVEMENT SERIES

B4200 HOUSEKEEPING SERVICES GROUP

B4210 CUSTODIAL SERVICES SERIES

B4211 Custodial Worker

B5000 ECONOMIC DEVELOPMENT AND PLANNING GROUP

B5080 HOUSING REHABILITATION SERIES

B5081 Housing Rehabilitation Specialist

B5082 Housing Rehabilitation Specialist II

B5090 WEATHERIZATION CONTROL SERIES

B5091 Weatherization Control Specialist

B5093 Weatherization Estimator/Inspector

B5094 Weatherization Inspector II

B5300 MAINTENANCE GROUP

B5310 AUTOMOTIVE SERVICE SERIES

B5312 Automotive Mechanic I

B5313 Automotive Mechanic II

B5320 BUILDING MAINTENANCE SERIES

B5321 Maintenance Repair Worker
B5322 Correctional Repair Worker

B5340 MISCELLANEOUS MAINTENANCE SERIES

B5340 Laborer
B5341 Work Relief Crew Leader
B5342 Mason

B5350 TRADE SERIES

B5351 Electrician I
B5352 Electrician II

B5330 Mechanics Helper
B5331 Maintenance Mechanic I
B5332 Maintenance Mechanic II

B5441 Electronic Instrument Technician

B5551 Pump Maintenance

B8000 TECHNICAL SCIENCES GROUP

B8010 LABORATORY SERIES

B8010 Laboratory Technician Analyst-In-Training
B8011 Laboratory Technician
B8012 Chemist

B8500 ENGINEERING & TECHNOLOGY GROUP

B8510 ENGINEERING TECHNOLOGY SERIES

8531B Computer Monitor Aide (P.T.)

B8520 REAL, PROPERTY SERIES

B8530 SYSTEM OPERATIONS SERIES

B8311 Wastewater Treatment Plant Operator-in-Training
B8312 Wastewater Treatment Plant Operator I
B8313 Wastewater Treatment Plant Operator II
B8314 Wastewater Treatment Plant Operator III
B8532 Systems Operator I (If not a 3 level cert)
B8533 Systems Operator II (If 3 level cert)

B8550	<u>MAINTENANCE SYSTEMS SERIES</u>
B8551	Sewer Maintenance I
B8561	Utility Maintenance Worker I
B8562	Utility Maintenance Worker II
B8660	<u>WATER SYSTEMS MAINTENANCE SERIES</u>
B8665	Meter Reader/Repair Worker II
B8570	<u>CONSTRUCTION SERIES</u>
B8573	Project Inspector I
B8574	Project Inspector II
B8575	Utility Locator
B8800	<u>ENVIRONMENTAL ENGINEERING SERIES</u>
B8811	Environmental Technician I
B8812	Environmental Technician II
B8900	<u>OPERATIONS SUPPORT SERIES</u>
B8921	Maintenance Dispatcher

APPENDIX B

Official Grievance Form



This form is also available on the AFSCME website at www.afscme.org/forms

AFSCME Local _____
Step _____

GRIEVANCE # _____

Name of Employee _____ Department _____

Classification _____

Work Location _____ Immediate Supervisor _____

Title _____

Statement of Grievance:

List applicable violation: _____

Adjustment required: _____

Authorization:

I authorize AFSCME Local _____ as my representative to act for me in the disposition of this grievance.

Signature of Employee _____ Date _____

Signature of Union Representative _____ Title _____

Date Presented to Management Representative _____

Signature of Management Representative _____ Title _____

Disposition of Grievance:

THIS STATEMENT OF GRIEVANCE IS TO BE MADE OUT IN TRIPLICATE. ALL THREE FORMS ARE TO BE SIGNED BY THE EMPLOYEE AND/OR THE AFSCME REPRESENTATIVE HANDLING THE CASE.

Original (white) to _____

Copy (yellow) to _____

Copy (pink) to: Local Union Grievance File _____

NOTE: One copy of this grievance and its disposition to be kept in the Grievance File of the Local Union.



Department
Human Resources for County of Summit Employees

APPENDIX C

Union Officials Only
Union Leave Time

Name of union official (Last)	(First)	(MI)	Department	Date
-------------------------------	---------	------	------------	------

Destination

I left the work area at: _____

I returned to the work area at: _____

Signature of union official's supervisor _____
Date _____

Signature of union official's supervisor _____
Date _____

Purpose

- ☐ Discipline/representative meeting
- ☐ Labor Management meetings and/or related business
- ☐ New employee orientation
- ☐ Investigate/process grievance # _____

- ☐ Conference (to be completed by supervisor/manager only)

Began _____

Ended _____

Signature of union official _____
Date _____

Signature of employer's representative _____
Date _____

Distribution: Submit completed forms to your department payroll supervisor.

CSHRD 2099
Rev 01/16



Employee Counseling

Employee name (Last)	(First)	(MI)	Department	Date
Job title			Division	Counseling date

Nature of discussion (describe the incident/issue in detail):

Conclusion/action to be taken (describe what remedy was requested by supervisor to improve or change behavior – be specific):

▶ _____ Signature of employee	▶ _____ Date	▶ _____ Signature of supervisor	▶ _____ Date
▶ _____ Signature of union representative or attendee	▶ _____ Date	▶ _____ Signature of union representative or attendee	▶ _____ Date

Note: This is considered a counseling only and will not be made part of your personnel record.

Distribution: Employee, supervisor, HRD, union

CSHRD 2017
Rev 07/16



Record of Violation

Employee name (Last)		(First)	(MI)	Department
Location where violation occurred			Employee's classification	
Date reprimand issued	Date(s) of violation			Action taken
Date I&C issued				<input type="checkbox"/> Instruction and cautioning <input type="checkbox"/> Written reprimand

Description of violation (use additional sheet if necessary):

This Record of _____ is issued as a corrective measure in an effort to help you improve your conduct. This discipline will be made part of your personnel record.

Signature of issuing person _____ Title _____ Date _____

I hereby acknowledge that a copy of this Record of _____ has been given to me this day. My signature only acknowledges receipt of this notice.

Signature of employee _____ Date _____

Signature of union representative or attendee _____ Date _____ Signature of union representative or attendee _____ Date _____

Distribution: Employee, agency director, HR director, supervisor, union, personnel file

CSHRD 2039
Rev 07/18

APPENDIX F

Electrician I to Electrician II upon obtainment of Electrical Contractor's License

Laboratory Technician Analyst-in-Training to Laboratory Technician upon obtainment of valid State of Ohio Class I, Wastewater Analyst license.

Wastewater Treatment Plant Operator-in-Training to Wastewater Treatment Plant Operator I upon obtainment of Class I Wastewater treatment Operator's license.

Wastewater Treatment Plant Operator I to Wastewater Treatment Plant Operator II upon obtainment of Class II Wastewater treatment Operator's license.

Wastewater Treatment Plant Operator II to Wastewater Treatment Plant Operator III upon obtainment of Class III Wastewater Treatment Operator's license.

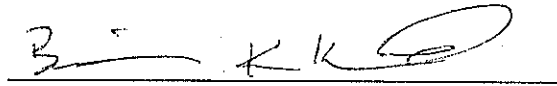
APPENDIX H

MEMORANDUM OF AGREEMENT

For the duration of the Agreement the parties agree to meet and address any issues regarding employees bypassed or improper misapplication or misconduct by any individuals related to overtime procedures pursuant to Article 21 of the Collective Bargaining Agreement.

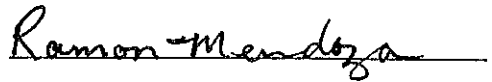
For the Employer:

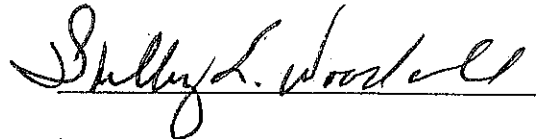

B.K.



Date: _____

For the Union





Date: _____

APPENDIX I

MEMORANDUM OF UNDERSTANDING 2021 LUMP SUM PAYMENT

This Memorandum of Understanding is entered into by the County of Summit, Executive (hereinafter referred to as the "Employer") and Local 1229 and Ohio Council 8, both of the Federation of State, County, and Municipal Employees Union, AFL-CIO (hereinafter referred to as the "Union").

Acknowledging the uncertainty of the County of Summit's financial health in the year 2021 due to the ongoing COVID-19 pandemic, and in an attempt to maintain staffing levels, the Employer and Union hereby agree to the following:

1. All full-time employees who worked at least 1,000 hours of their County "Regular" pay in 2020 will receive a one-time lump sum base payment of \$1,350.00. All part-time employees who worked at least 500 hours of their County "Regular" pay in 2020 will receive a one-time lump sum base payment of \$675.00; and
2. Full-time post probation employees, may additionally be eligible for a one-time lump sum on-site work payment of \$750.00, provided at least 1,000 hours of their County "Regular" pay in 2020 was performed on-site, at their regular place of County employment, and otherwise have not received unusual employment rewards as defined in paragraph 3 below. Part-time post probation employees, may additionally be eligible for a one-time lump sum on-site work payment of \$375.00, provided at least 500 hours of their County "Regular" pay in 2020 was performed on-site, at their regular place of County employment, and otherwise have not received unusual employment rewards as defined in paragraph 3 below.
3. For purposes of determining eligibility for lump sum on-site work payments of \$750.00 for full-time workers, unusual employment rewards or benefits shall be inclusive of, but not limited to, bonuses or stipends of any value not arising from the Collective Bargaining Agreement, paid time off of more than 20 hours provided either in addition to normal accrued time off or paid to non-essential employees for time not worked, or any other employee benefit exceeding \$375.00 of value.
4. A list of employees determined to be eligible for the on-site lump sum shall be attached to this MOU as Exhibit A.
5. Employees must be members of the bargaining unit as of the date this MOU is approved by both voting bodies of Employer and Union to be eligible for the lump sum amounts above. Said lump sum payment shall be paid in a paycheck within 30 days of ratification of this MOU and CBA by the Council of the County of Summit.