

AN AGREEMENT
BETWEEN
THE SUMMIT COUNTY CLERK OF COURTS
and
OHIO COUNCIL 8 AND
LOCAL 1229 (LEGAL DIVISION OF CLERK OF CLOURTS)
both of
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO

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ARTICLE 1 PURPOSE

1.01 This Agreement, entered into between the Summit County Clerk of Courts, (hereinafter referred to as the Employer), and Local 1229 (Clerk of Courts Legal Division), and Ohio Council 8, both of the American Federation of State, County and Municipal Employees Union, AFL-CIO, (hereinafter referred to as the Union). Anywhere "Clerk of Courts" appears in this Agreement, it is referring to Clerk of Courts, Legal Division unless otherwise noted.

WHEREAS, this Agreement has as its purpose to provide a peaceful adjustment of differences between the parties, to promote the interest of the employees and to set forth herewith terms and conditions of employment, rates of pay, hours of work and for employees covered by this Agreement.

NOW THEREFORE, in consideration of these mutual covenants herein contained, the parties agree to as follows:

ARTICLE 2 RECOGNITION

2.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining representative of employees of the Summit County Clerk of Courts for the purpose of collective bargaining in any and all matters relating to wages, hours, benefits terms and all conditions of employment in the certified bargaining unit as follows:

Included: All full-time and part-time employees of the Summit County Clerk of Courts in the classifications Accountant 1, Accountant 2, Administrative Assistant, **Clerk 1, Clerk 2 Clerk 3, and Clerk 4.**

Excluded: All confidential, management level, and supervisors as defined in the Act; all employees of the Summit County Clerk of Courts Auto Title Division.

2.02 Employees in all newly created job classifications or reconstituted or unfilled 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, unless otherwise excluded from the definition of public employee under O.R.C. 4117.01(C). 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 2.01 above, shall be automatically included, should such job classifications be recreated or reused.

2.03 Excluded classifications shall not be assigned to nor be permitted to perform the work of bargaining unit employees, except as set forth in Article 23, and shall not infringe upon the provisions, terms and conditions of this Agreement that affect bargaining unit employees.

2.04 The Employer agrees that employees in classifications excluded from the bargaining unit shall not be re-classified, re-entitled or re-employed, or recalled into any bargaining unit classification unless agreed to by the Union.

2.05 Supervisors or other persons shall not be used to perform work customarily performed by bargaining unit covered employees except as set forth in Article 23 of this Agreement.

2.06 JOB DESCRIPTIONS: Each employee shall be provided a copy of their job description. Such job description shall accurately list the job duties of the position. The union shall be supplied with all current job descriptions.

ARTICLE 3 NON-DISCRIMINATION

3.01 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 individuals race, color, creed, religion, sex, age, national origin, sexual orientation, **gender identity**, or disability. Nothing in this Agreement shall provide any additional rights, privileges or recourse, or remedy other than those already provided by State and Federal laws.

3.02 Wherever the male pronoun or adjective is used herein, the female is also intended unless otherwise indicated.

ARTICLE 4 MANAGEMENT RIGHTS

4.01 The Union recognizes that except as otherwise expressly limited in this agreement that the Employer maintains the right to administer the business of the department under its jurisdiction. In addition to other functions and responsibilities which are required by law, the Employer has and will retain the right to direct the operations of these departments, to promulgate reasonable rules and regulations and to otherwise exercise the prerogatives of management, including but not limited to, the following:

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public Employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire employees;

- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Employer as a unit of government;
- H. Effectively manage the workforce;
- I. Take actions to carry out the mission of the public Employer as a governmental unit.

4.02 All functions, rights, powers and responsibilities of the Employer in regard to the operations of his office, in the direction of its workforce; which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions herein, shall remain exclusively those of the Employer.

ARTICLE 5 NO STRIKE/NO LOCKOUT

5.01 The Employer will not lockout any employee, or employees for the duration of this Agreement. Violation of this Article by the Employer shall entitle the employees to wages lost due to any lockout.

5.02 The Union agrees it will not call or sanction any strike or concerted work stoppage of work for the duration of this agreement.

5.03 In the event a violation of Section 2 occurs, the Union will inform employees that the violation of Section 2 is not sanctioned and direct the employees to return to work.

5.04 Violation of Section 2 by an employee is proper cause for discharge or disciplinary action of the employees involved. Such disciplinary action against any employees is subject to the grievance and arbitration procedure.

5.05 It shall not be a violation of this agreement and it shall not be cause for discharge or disciplinary action if any employee refuses to enter upon any property involved in a lawful primary labor dispute, refuses to go through or work behind any lawful primary picket line, or refuses to do work normally done by primary striking members of another Union. The term

“primary labor dispute” as used in this Article refers only to a lawful labor dispute between the Employer and the Clerk of Courts, Local 1229.

5.06 Any alleged violation of Union rights is subject to immediate review at Step 3 of the Grievance Procedure.

ARTICLE 6 CHECKOFF

6.01 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.

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

6.03 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 ____, 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**

6.04 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.

6.05 The Employer's obligation to make deductions shall terminate automatically upon timely receipt of a revocation, as provided under Section .01, above, 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.

6.06 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.

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

6.08 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.

6.09 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 7 UNION BULLETIN BOARDS

7.01 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. Rulings or policies of the International Union of Ohio Council 8 or Local 1229 AFSCME.

F. Job Postings.

7.02 Notices or announcements shall not contain anything political, or anything reflecting upon the County or any of its employees. Employer has the right to immediately remove any material from the bulletin boards that violates this Section.

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

ARTICLE 8 UNION REPRESENTATION

8.01 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 for work. The Union shall notify the Labor Relations Administrator in writing of Stewards and their alternates annually or when changes occur.

8.02 In each representative division, the Union employees in each of the representative division(s) as outlined in Section 8.03 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. In addition to the authorized Stewards, the Union shall 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.

8.03 Union officers (President, Vice-President, and Chapter Chairperson), 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 as long as the absence does not interfere with the work assignment as determined by the Employer.

If possible, the employee representative shall be excused within the day of the request, but no later than the following day of the request. Stewards, Chapter Chairperson or President,

shall be excused to leave work to represent a member(s) of the Union at scheduled hearings.

8.04 To secure pay for time off afforded by the Employer during their regularly scheduled working hours, under Section 8.03 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.

8.05 The Stewards', Alternate Stewards' and officers' names or any changes shall be furnished to the Personnel Department and Labor Relations Administrator in writing before they are recognized as such by the Employer.

8.06 Accredited Ohio Council 8 representatives of the Union may have access to the working areas of its members at reasonable times during the working hours provided prior approval is obtained from the Labor Relations Administrator or his designated representative, who must immediately advise the Union members immediate supervisor. A list of accredited Ohio Council 8 representative will be furnished to the Labor Relations Administrator each year or as changes takes place.

8.07 At the request of the Union, **one (1)** employee, including the Chapter Chairperson, shall be permitted time off with full pay to attend the International Union Convention, Ohio Council 8 Convention, and two (2) other designated Conferences each year, not to exceed five (5) days per employee each year. The Union shall give to the Employer at least ten (10) days advance written notice of the employees who will be attending such conventions or conferences.

8.08 Bi-weekly, Union officers shall be permitted to meet with all employees hired the prior month for one (1) hour's duration, to inform said employee(s) of functions of AFSCME Local 1229. Employee facilities shall be made available for this purpose.

8.09 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 term/duties he or she shall return to their previously held classification at the classification's current rate of pay.

ARTICLE 9 DISCIPLINE

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

9.02 The Employer will notify the Union, in writing, at least **two (2) working days** prior to dismissal or suspension actions of any bargaining unit member covered by this Agreement. All written notices shall contain reasons for the disciplinary action. The employee shall have the

right to Union representation at all disciplinary conferences. If a Union representative is not available within forty-eight (48) hours, the Employer may proceed with the disciplinary process. An employee shall receive a copy of any written disciplinary action at the discipline meeting.

9.03 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 intervening 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 on the loss of time or pay of one or two days pay - 18 months;
- C. Disciplinary actions resulting in the loss of time or pay of three (3) to five (5) days pay - 24 months;
- D. 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.

9.04 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. The Employer

will inform Ohio Council 8 or local Union President that an employee investigation has been initiated. The Employer need not identify the employee. 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.

9.05 Tardiness

Tardiness is inexcusable and shall not be tolerated. Tardiness is defined as any situation where an employee reports to work after his or her scheduled starting time or lunch time. Whenever an employee is tardy (late to work) that employee shall be subject to a reduction in pay according to the following schedule.

LATE:

REDUCTION OF PAY:

- | | | |
|----|--|--------------|
| A. | Six (6) minutes to fifteen (15) minutes | ¼ of an hour |
| B. | Sixteen (16) minutes to thirty (30) minutes | ½ of an hour |
| C. | Thirty-one (31) minutes to forty-five (45) minutes | ¾ of an hour |
| D. | Forty-six (46) minutes to sixty (60) minutes | 1 hour |

Lateness of more than one (1) hour shall be the number of complete hours plus the additional reduction as designated in the above schedule over the hours missed.

After the third incident of tardiness of up to 5 minutes within a calendar six month period, progressive discipline will begin as stated below. The employee may use compensatory time, accumulated vacation, furlough or PSK credit to cover late time in excess of five (5) minutes. Abuse of this provision shall not be tolerated and will be closely monitored. If administration determines there is abuse, this privilege will be revoked. The employee may not work more than his/her scheduled work time to cover late time. The employee may not use scheduled mealtime or break time to cover late time.

After the third incident of tardiness of up to 5 minutes within a calendar **six month period**, progressive discipline begins as follows:

- a. 4 occurrences in a calendar six month period - instruction and caution
- b. 5 occurrences in a calendar six month period - written reprimand
- c. 6 occurrences in a calendar six month period - 1-day suspension
- d. 7 occurrences in a calendar six month period - 3-day suspension
- e. 8 occurrences in a calendar six month period - 10-day suspension
- f. Maximum Discipline - Termination

ARTICLE 10 GRIEVANCE PROCEDURE

10.01 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. **The employer will notify the Union who the Designated Labor Relations Officer is by December 31 each year or within five (5) working days when there is any change in the designation.**

10.02 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 grievance shall be processed in accordance with the terms of this Grievance Procedure.

10.03 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.

10.04 Failure to provide a timely answer 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.

10.05 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.

10.06 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.

10.07 The Regional Director or staff representative of Ohio Council 8, AFSCME, and/or President of Local 1229 may attend any Step 3 meeting to assist in settling grievances.

10.08 Each grievance shall be processed in the following manner:

Step 1: An employee who has a grievance, shall take it up orally with his supervisor and the Steward shall be present, if requested, by the employee. The immediate supervisor shall give an answer to the employee and the Union within two (2) working days after the grievance is presented to him. No grievance shall be considered later than fifteen (15) working days after the occurrence of the facts giving rise to the grievance provided.

Step 2: If the grievance is not satisfactorily settled at Step 1, the employee or Union may within ten (10) working days after receipt of the Step 1 answer, reduce the grievance to writing which, in turn, will be filed by the Union, with the employee's department head, on a Grievance Form, setting forth the details of the grievance (i.e., the facts upon which it is based, the time of the occurrence, the relief or remedy requested, and the section or sections of this Agreement alleged to have been violated) dated, and signed by the employee and the Union. The department head shall meet with the Union, employee, and the employee's supervisor, to review the matter within ten (10) working days after the grievance has been filed and shall provide a written answer to the grievant and the Union within ten (10) working days after such 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 Labor Relations Office or his/her 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 Labor Relations Administrator or his/her designee considered necessary to arrive at an answer. The Labor Relations Administrator 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 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 thirty (30) working days after receipt by the Union of the Step 3 answer.

The Union shall, within ten (10) working days following its notification to the Employer that it intends to arbitrate an unadjusted grievance, request the Federal Mediation and Conciliation Service to provide the parties duplicate panels of nine (9) arbitrators from within the State of Ohio and a copy of the request shall be simultaneously emailed to the Employer. If the parties are unable to agree upon which of those nine nominees shall serve as arbitrator, then the arbitrator will be chosen by each party alternately striking names, beginning with the moving party, and the name remaining shall be the arbitrator. Either party shall have the option to completely reject one (1) panel of arbitrators provided by the FMCS and request another list.

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 shared equally between the parties.

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.

10.09 The parties may mutually agree to mediate a grievance prior to the selection of the Arbitrator. The mediator shall be chosen from FMCS.

ARTICLE 11 PROBATIONARY PERIOD

11.01 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 promotional probationary period of ninety (90) 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.

11.02 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 12 SENIORITY

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

12.02 "Clerk of Courts Seniority" means the uninterrupted length of continuous employment within the Clerk of Courts.

12.03 Employees shall lose all Clerk of Courts Seniority rights upon any of the following:

- A. Discharge for just cause;
- B. Retirement or resignation;
- C. Loss of recall rights;

- D. Failure to return to work within seven (7) days from the mailing of a notice of recall from layoff, unless the return to work date is otherwise specified in the notice or agreed to by the parties.
- E. Absence from work for more than three (3) work days, except on approved leaves or the employee was physically incapable of making appropriate notifications.

12.04 Upon the effective date of this Agreement any employee who leaves, or has left the bargaining unit to accept another position under the jurisdiction of the County Clerk of Courts or another County Agency will have all Clerk of Courts Seniority, earned in the bargaining unit, frozen. Such seniority shall be frozen and held until such time as the employee reenters the bargaining unit, if ever such occurs. Employees who reenter the bargaining unit, after leaving to accept another position, will be credited with all accrued seniority earned prior to leaving the bargaining unit and will again accrue Clerk of Courts Seniority, in the bargaining unit, from the date of most recent reentry.

12.05 Seniority Posting. The Employer shall post a copy of the seniority list **on the Employer's bulletin board** showing the seniority of each employee listed by job classification and department on each of the Employer's bulletin boards. The seniority list shall be reviewed or updated every ninety (90) days with copies being furnished to the Union at such **time or within five (5) working days after a new hire, retirement, or change in classification or division.**

12.06 Current bargaining unit members' seniority will include time worked in the Title Division beginning with the effective date of this Agreement. Any new bargaining unit employee's seniority date will begin on their first day of employment in the Legal Division bargaining unit.

ARTICLE 13 LAYOFF AND RECALL

13.01 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 **twenty-one (21)** calendar days in advance of the date of layoff or abolishment.

13.02 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 Clerk of Courts seniority as defined in the seniority Article.

13.03 Permanent full-time employees placed on layoff may first displace another employee with less Clerk of Courts 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. Any employee who bumps into a classification series of three or more grades shall receive a 7% reduction in pay.

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

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

13.06 Employees placed on layoff shall retain recall rights for up to a period of 24 (twenty-four) months from the date of layoff.

13.07 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.

13.08 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.

13.09 Voluntary Layoff. When the Employer elects to reduce the work force by layoff 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 request to return to work between the one hundred and fiftieth (150th) and one hundred and eightieth (180th) days after their voluntary layoff begins. The Employer shall exercise its discretion in approving such request. In the event the employee returns, 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 during the 150th and 180th days, he shall only be recalled in accordance with Sections 13.06 and 13.07 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 14

VACANCY PROMOTION/TRANSFERS/TEMPORARY TRANSFERS

14.01 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 **Employer** bulletin boards and on the Summit County Human Resources employment website for five (5) working days, listing desired qualifications, start 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. 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 procedure 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. It will be the function of the Employer to select the applicant based upon qualifications and experience. When qualifications and experience are equal, then Clerk of Courts seniority shall be the determining factor in the selection of the applicant. Employees may only be awarded one (1) posting within a twelve (12) 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. In the event a vacancy for a same job classification/position becomes available within a 6 month period from a hire from a previous similar posting, the Employer may select from the previous list of applicants and would not be required to re-post for the new position as described above. However, the Clerk of Courts will notify internal employees that a vacancy is available for another similar position and Employees will be permitted to submit a show of interest via e-mail to the Clerk of Courts within 36 hours from the date of notification for inclusion for consideration along with the previous list of applicants. Applications will not be accepted after the 36 hour deadline.

14.02 "Temporary appointment" means an appointment for a specific, short term employment duration as fixed by the Clerk of Courts, not to exceed ninety (90) days, such as the temporary relief of greatly increased demands, extreme work loads, or employee leaves of absence.

14.03 The employee shall have a promotional period of ninety (90) days. During this trial period, the employee shall have reasonable training and supervision. If the successful bidder fails thereafter to qualify during the promotional probationary period, or if, during the first thirty (30) days of this period the employee determines that they do not want this position, he/she shall have the right to revert to his/her former job and wage rate and his right in turn shall apply to others who changed jobs as the result of filling the posted position. After the first thirty (30)

days of holding the new position, an employee's reversion rights shall require the mutual agreement of the Employer.

14.04 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 for more than one (1) day, with a higher pay range, the employee shall be paid at least one (1) step above the current range and step held by the employee, or seven percent (7%), whichever is greater, not to exceed the maximum of the pay grade.

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 HOURS OF WORK

15.01 The work week for all employees, except as provided herein, shall be forty (40) hours worked in five (5) consecutive eight (8) hour days, Monday through Friday, inclusive of time allotted for meals.

15.02 Shift Time: Shift time and shift schedules in effect shall not be changed unless mutually agreed to between the Union and the Employer. All employees shall be scheduled to work a regular shift and each work shift shall have a regular starting and quitting time. Current work scheduled in affect are as follows:

All locations - 7:30 a.m. to 4:00 p.m.

15.03 Meal Periods: Employees shall be provided a one half (1/2) hour unpaid meal period each work day. The meal period shall be scheduled as close as possible to the middle of each shift. Employees who are requested, and do work two (2) hours beyond the employees regular quitting time, shall be provided a thirty (30) minute paid meal period and each four (4) hours thereafter while the employee continues to work.

15.04 Lunch Room Facilities: Lunch room facilities shall be provided and designated for employees.

15.05 An employee may request to be scheduled to start work at set times within one (1) hours of the normal business hours. The Employer will consider requests initiated by the employee to adjust such starting times. Such requests must be in writing and submitted at least seven (7)

calendar days prior to the date of the requested change.

15.06 All employees are to be paid every other Friday. The bi-weekly payroll period for employees extends from 12:01 AM Monday through 12:00 midnight the second Sunday. If a holiday occurs on Friday on which a pay day falls, paychecks will be issued on the first preceding work day. Pay advances of any type are not allowed.

15.07 Time Clocks: Upon the Employer's implementation of a Time Clock system, all employees subject to such system will clock in and clock out each day. No employee shall clock in prior to fifteen (15) minutes before their scheduled starting time or clock out fifteen (15) minutes after their ending time of work.

15.08 The Employer shall provide two fifteen-minute break periods in each completed work shift for full-time Employees, to the extent practicable. The Break period will be scheduled within a two (2) hour period in the middle of each half-shift. Breaks may not be scheduled adjacent to the Employee's lunch hour or the beginning or the end of the work day.

ARTICLE 16 OVERTIME

16.01 Employees shall be entitled to overtime compensation at one and one half (1 ½) time their regular rate of pay for time actually worked in excess of forty (40) hours per week. Such overtime compensation shall be paid in cash, or at the option of the employee pursuant to Section 16.05 of this Article.

16.02 For purposes of this Article, paid sick leave shall not be considered time worked. However, holiday time, vacation time or other approved paid leave shall be considered time worked. Time spent traveling out of the County where an overnight stay is not required during the workday shall be considered time worked for the purpose of calculating overtime; time spent overnight on official County business shall not be considered time worked for the purpose of calculating overtime; however, the time spent actually conducting business (meetings, seminars, training, or other official County business), shall be considered time worked for calculating overtime. Whenever an employee is required to work overtime in a week where he/she has taken sick leave, the employee shall not be eligible for the premium rate until he/she has actually worked forty (40) hours as set forth above.

16.03 Any employee required to work on one of the recognized holidays is entitled to receive compensation at the rate of one and one-half (1 ½) times his/her usual rate of pay. The premium rate of pay (one and one-half (1 ½) time the single rate) shall not be considered in determining an employee's regular rate of pay for purposes of calculating overtime compensation which may accrue in such workweek (i.e., pyramiding of overtime is not permitted).

16.04 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 departmental 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 or fails to work 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 then 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(s) with the least amount of overtime credit that is capable of performing the work as needed.

16.05 Compensatory Time in Lieu of Overtime: An employee may choose compensatory time in lieu of overtime cash payment. Compensatory time shall be credited at one and one-half (1 ½) hours for each overtime hour worked in excess of forty (40) hours worked per week. The accumulation of compensatory time shall not exceed eighty (80) hours. The compensatory time shall be granted during the same period that the overtime pay would have been received, if the employee so chooses. However, compensatory time must be utilized within the two hundred seventy (270) days of the date earned at time mutually agreed to by the Employer and the employee. Compensatory time not taken within two hundred seventy (270) days after it is earned shall be paid in cash. Upon request, an employee's status of available compensatory time will be provided to them.

ARTICLE 17 LEAVES OF ABSENCE

17.01 Personal Leave: Employees may be granted personal leave in accordance with County Policy.

17.02 Court Leave: The Employer shall grant full pay where an employee is summoned and appears for any jury duty or is subpoenaed and appears as a witness by any court or other adjudicatory body as listed in this Article. All compensation for such duty shall be reimbursed to the Employer for disbursement to the County Fiscal Office, unless such duty is performed totally outside normal working hours.

An employee released from jury or witness duty **at least two (2) hours** prior to the end of her scheduled work day shall report to work for the remainder of the day.

Employees shall 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. These absences will be leave without pay or vacation at the employee's option.

An employee shall request prior approval for court leave in order for such leave to be granted.

17.03 Family Medical Leave Act (FMLA): The Family Medical Leave Act, as set forth under Summit County policy, shall be applied to all employees.

17.04 Military Leave: Employees will be granted military leave in accordance with County policy.

17.05 Workers' Compensation Injury Leave: In cases 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. No paid leave credits shall accumulated 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.

ARTICLE 18 HOLIDAYS

18.01 All employees shall be granted thirteen (14) paid holidays per year. These are listed below:

New Year's Day	First day in January
Martin Luther King's Birthday	Third Monday in January
President's 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
Veteran's Day	Eleventh of November
Thanksgiving day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve	Twenty-fourth of December
Christmas Day	Twenty-fifth of December
Employee's Birthday	After one year of service with the Employer, the employee will receive eight (8) hours added to the employee's vacation accumulation, and each year thereafter.

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

holiday.

18.02

- A. To be entitled to the holiday pay, an employee must be on the payroll (actually receiving pay) during the week the holiday falls.
- B. An employee who does not work on a holiday shall receive eight (8) hours pay at his/her 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 ($\frac{1}{2}$) times their regular rate of pay for hours worked. The employee must work the last scheduled workday before the holiday and the first scheduled work day after the holiday in order to receive holiday pay. In the event that an employee is absent the day before or the day after the holiday, the employee shall be required to provide medical or appropriate verification to support the absence in order to be paid for said holiday.

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

18.04 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 policy, will be permitted to take vacation leave. If vacation leave is not available, the employee may be permitted to take time off, without pay or use compensatory time. Any request for religious holiday use as provided in this section must be approved two (2) weeks before its occurrence.

18.05 An employee on an approved or unapproved leave of absence without pay is considered on inactive pay status and shall not receive payment for a holiday that falls on a day during the period of the leave.

18.06 If a holiday occurs during the period of sick or vacation leave of an employee, the employee shall draw normal pay and shall not be charged for sick leave or vacation for the holiday.

ARTICLE 19 VACATION

19.01 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.

19.02 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 period for those entitled to one hundred 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. Vacation leave shall be taken by the employee during the year in which it is 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 or 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.

19.03 Vacation scheduling will be set forth in Appendix A.

19.04 Vacation may be taken in quarter-hour 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.

19.05 Two (2) bargaining unit employees may be scheduled for vacation at the same time per division.

**ARTICLE 20
FUNERAL PAY**

20.01 An employee absent from work due to the death of a mother (step), father (step), spouse, domestic partner as defined in section 169.02 of the county of summit codified ordinances, sister (step/half), brother (step/half), child (step), grandparent, grandchild, aunt, uncle, niece, nephew, cousin, any of the before mentioned individuals with relations to employee's spouse or employee's domestic partner, an individual over whom an employee has a power of attorney, covered service member as defined under FMLA Military Leave, a legal guardian or an individual over whom an employee has a legal guardianship and any other relative listed in Section 169.22(c)(4)(B) of the County of Summit Codified Ordinances as amended from time to

time, shall be granted no more than five (5) days of accumulated sick leave as funeral leave per occurrence. Subsequent removal of relatives listed in Section 169.22(c)(4)(B) shall have no effect on this Section. Any proposed reduction to the relatives included in this Section must be negotiated.

ARTICLE 21 HEALTH INSURANCE BENEFIT

21.01 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. Employees shall be offered the same health insurance benefit options as non-bargaining employees of the Summit County Clerk of Courts. Optional plans may be offered, however, employees will be required to pay the cost of the premium contributions of those plans.

21.02 For the duration of this contract, the employee's hospitalization co-pay paid through payroll deductions for those who receive benefits shall not exceed 10% of the premium costs, unless the employee chooses an Employer offered optional plan as referenced in Section 1 of this Article.

21.03 Employees that opt out of the County hospitalization plan and provide proof of non-Summit County coverage, shall be paid \$600 per year in \$50/month payments as an incentive. An employee who receives Summit County insurance from a spouse also working for the County is not eligible for the incentive set forth in this section.

21.04 The Employer agrees to pay the premium cost of an eligible family 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. Eligibility requirements are determined pursuant to the eligibility criteria set forth by the PERS system. This payment may be terminated at the Employer's discretion subsequent to January 1, 2008.

21.05 Ohio AFSCME Care Plan. 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. Thirty (30) days following the effective date of this Agreement, contributions shall be made on the first (1st) day of the month at the rate of fifty-three dollars and seventy-five cents (\$53.75) per month for each bargaining unit employee. The monthly rate provides the Dental IIA, Vision, Life Insurance, Legal and Hearing Care coverage benefits as provided under the Ohio AFSCME Care Plan.

ARTICLE 22 PRINTING OF CONTRACTS

22.01 The Employer agrees to pay the full cost of printing 35 (thirty-five) contract booklets by the Summit County Office Services. **The Chapter Chair will be permitted to print more as**

needed for new employees.

ARTICLE 23 SUBCONTRACTING

23.01 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 other Acts of God, or where an emergency has been declared by the Employer or his designated representative or the Governor of the State of Ohio, when sufficient bargaining unit personnel are not available.
- B. For the purpose of instructing or demonstrating proper methods of work procedures.
- 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.

ARTICLE 24 SICK LEAVE

24.01 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee or a member of the employee's immediate family; 2) affliction of the employee with a contagious disease or a member of an employee's immediate family is afflicted with a contagious disease and requires the care of the employee, as certified by a licensed medical doctor, or when through exposure to a contagious disease the presence of the employee at work would jeopardize the health of other employees; and/or 3) medical, dental or optical examinations or treatments of an employee or a member of an employee's immediate family.

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

24.03 An employee who is to be absent on sick leave shall notify the Employer of such absence

and the reason therefore within thirty (30) minutes after the start of his work shift each day he is to be absent. The employer will provide a contact number where a voice message shall be available for reporting off.

24.04 Sick leave may taken in quarter hour increments.

24.05 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.

24.06 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.

24.07 Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

24.08 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.

24.09 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, domestic partner, child (step), father (step), mother (step), brother (step), sister (step), grandparent, grandchild, an individual over whom an employee has a power of attorney, Covered service member as defined under FMLA Military Leave and a legal guardian or an individual over whom an employee has a legal guardianship, and any other family member listed in Section 169.22(c)(4)(A) of the County of Summit Codified Ordinances as amended from time to time. Subsequent removal of relatives listed in Section 169.22(c)(4)(A) shall have no effect on this Section. Any proposed reduction to the relatives included in this Section must be negotiated.

24.10 Personal Leave. Notwithstanding the above provisions, each year full-time employee may elect to use up to five (5) days of sick leave as personal leave, to cover any short term absences of a personal nature. The time off must be approved by the immediate supervisor, whose approval shall not be unreasonably withheld. The time off may be taken in quarter hour increments. Unused personal leave will convert back to sick leave at the end of each year.

24.11 Sick Leave Pay-Out at Retirement: No sick leave shall be granted to an employee upon or after his retirement or termination except as follows:

A. An employee who retires from active service with the Employer shall be paid for

fifty percent (50%) of the value of their accrued but unused sick leave credit; however, the maximum of such payment shall not exceed ninety (90) days.

- B. To qualify for such payment, employees shall have had, prior to the date of retirement, ten (10) or more years of service with the County, the State, or any of its political subdivisions and meet all retirement criteria as established by the Public Employee's Retirement System of the State of Ohio.
- C. Such payment shall be based on the employee's rate of pay at the time of retirement and shall eliminate all sick leave credit accrued by the Employer.

ARTICLE 25 PARENTAL LEAVE

25.01 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.

25.02 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.

25.03 Duration of Leave. An employee who is eligible for Paid Parental Leave pursuant to Section 25.02, 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 25.04, 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.

25.04 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.

25.05 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.

25.06 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 9 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.

25.07 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 169.22(j)(7) will take effect requiring accrued leave time be used. Paid Parental Leave does not supersede or replace an employee's rights under FMLA.

25.08 Death of an Unborn or Newborn Child. An employee who would otherwise be eligible for Paid Parental Leave pursuant to Section 25.02, 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 25.03, above, and the Paid Parental Leave shall not terminate due to the death of the child. All other provisions of Article 25 shall apply to Paid Parental Leave granted pursuant to this Section.

ARTICLE 26 REPORT IN PAY

26.01 An employee who reports to work on a scheduled work day shall be provided eight (8) hours work in the employee's classification. If such work is not available, the employee shall be paid eight (8) hours pay.

ARTICLE 27 CALL BACK PAY

27.01 A bargaining unit employee who has finished his shift and left the premises shall be given at least three (3) hours pay or three (3) hours work at the appropriate overtime rate of pay when called back to work within the same work day.

ARTICLE 28 EMPLOYEE LIABILITY PROTECTION

28.01 Any employee who is named as a party to any lawsuit or any other type of litigation as a result of discharge of duties as an employee of the Employer, shall be defended and held harmless by the Employer, as provided in Ohio Revised Code §2744.07 and otherwise provided by law. The Employer shall absolve the employee of any type liability whatsoever, including, but not limited to, financial, court costs, witness fees, lost time and legal fees, as a result of such action.

ARTICLE 29 PERSONNEL RECORD

29.01 An employee shall have the right to inspect his personnel record upon notification to the Personnel Office and approval by the employee's supervisor. The employee may compile, date

and insert in said record, a list of the documents he finds therein.

29.02 Upon request, an employee will receive copies of materials placed in his personnel record file. Any material in the employee's personnel record which has not been seen or signed by the employee, or a copy sent to him, will not be used against him. The signing of any materials to be placed into an employee's personnel record, will not indicate an agreement by the employees as to the contents of the materials, but does acknowledge the employee has seen it. A supervisor or other Employer representative must be present during the review.

29.03 An accredited "Union" representative of AFSCME shall have the right to inspection of an employee's personnel record subject to the notification as provided under Section 29.01. Excluded will be medical records and investigative criminal and psychological reports as these are confidential information and not public records.

29.04 Employees are required to inform their Personnel Department of status changes in any one of the following areas on a form provided by the Employer:

Home address
Home telephone number
Name
Marital status
Number of dependents
Citizenship
Military status

ARTICLE 30 EVALUATIONS

30.01 Employees shall be evaluated as determined by the Employer during their probationary period and thereafter.

30.02 Probationary evaluations must indicate areas of weaknesses and expected improvements, if any. Substantial evidence, if available, must be contained in the probationary evaluation(s) in the event that Management determines not to retain an employee before the completion of the probationary period. Employees shall be evaluated only on the duties they have performed or should have performed if they were assigned to be performed during the evaluation period. This Section is not meant to prohibit Management from discussing problems with employees; however, such discussions shall be reflected on the evaluation(s).

Employees serving their initial hire training or probationary period may be removed at any time during their probationary period, and such removal is non-appealable through the grievance procedure contained herein.

30.03 Employees who have completed their probationary periods shall be evaluated once each year. The annual evaluation shall be completed in accordance with County Policies and

Procedures.

30.04 Each employee shall be evaluated annually by her immediate supervisor. If an employee has taken a different position within three (3) months of the evaluation date, the supervisors shall consult with each other in completing the evaluation.

30.05 The supervisor shall meet with the employee to discuss the evaluation. The employee shall be the last person to sign the evaluation. The employee's signature on the evaluation merely indicates acknowledgment that the employee has received a copy of the evaluation; it does not indicate agreement with its contents.

30.06 If any changes are made after the employee signs the evaluation, those changes shall be null and void.

ARTICLE 31 EMPLOYER'S POLICIES, PROCEDURES, RULES AND REGULATIONS

31.01 Employer's policies, procedures, rules and regulations govern employees conduct and job duties.

31.02 All Employer's policies, procedures, rules and regulations that exist at the present time shall continue to be in force unless the labor agreement speaks to them. The labor agreement shall supersede the terms as they apply.

31.03 When the Employer establishes new policies, procedures, rules and regulations for all of the Employer's employees both bargaining and non-bargaining positions, the Union will meet with the Employer or his/her representative to discuss and review such changes. The Union shall be notified fifteen (15) days in advance. Affected employees shall receive in writing any new policies, procedures, rules and regulations or revisions of same seven (7) days prior to their effective date.

31.04 Nothing in this Article shall prevent the Employer from establishing policies and procedures, rules and regulations for employees in non-bargaining positions which will exclude bargaining unit employees.

31.05 The parties agree that all policies, procedures, rules and regulations shall be reasonable.

31.06 Application of State, County Civil Service Law and Rules. No section of the Civil Service Laws contained in Ohio Revised Code Chapter 124 and the rules promulgated by the Summit County Human Resource Commission 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 employees in the bargaining unit.

ARTICLE 32 LABOR MANAGEMENT COMMITTEE

32.01 Unless otherwise agreed, there shall be a quarterly meeting of the Employer Representatives, the Local President, the Chapter Chairperson and Stewards of the Union Representatives of Ohio Council 8 may also be in attendance. Such meetings shall be held once each quarter year at a mutual time and location. The purpose of the meeting shall be to discuss matters affecting bargaining unit employees. Special meetings may be mutually scheduled as needed.

32.02 The Union and the Employer shall exchange issues for discussion at least ten (10) working days prior to the Labor Management meeting. Pursuant to these submitted issues, the Employer shall prepare an agenda for discussion at the meeting and provide the agenda to the Union representatives five (5) days prior to the meeting.

32.03 In accordance to the matters discussed, the Employer shall prepare a written report that identifies how the issues will be resolved and will distribute the report to the Union representatives within five (5) days subsequent to the meeting.

ARTICLE 33 SAFETY AND HEALTH

33.01 The Employer shall make reasonable provisions for the safety and health of the employees on the Employer's premises during hours of employment. All departments and equipment operated by the employee's shall be provided with adequate first aid equipment, and the employees informed as to who shall administer such first aid equipment. Proper heating, ventilation and sanitary facilities shall be provided and kept in good condition by the Employer. All equipment shall be maintained in safe operating conditions at all times. **The Employer will update all provisions for safety and health on a bi-yearly basis and provide updated copies to the bargaining unit.**

33.02 The Employer agrees to provide a safe and healthful work place. Unsafe and/or unhealthy conditions that are brought to the attention of the Employer will be corrected immediately.

33.03 The safe and healthful performance of all work assignments is the responsibility of both the supervisor and non-supervisory personnel. It is their responsibility to insure that all safety equipment is used and safety procedures/practices are observed.

- A. Any employee found willfully negligent in equipment operation, resulting either in damage to the equipment or an accident, shall be subject to possible discipline.
- B. Any employee found to be deliberately negligent in equipment operation resulting in either damage to the equipment or an accident, shall be subject to immediate

termination.

- C. All employees, are charged with the responsibility of reporting the existence of any hazardous condition or practice in the work place.

33.04 Any accident occurring during working hours shall be reported, to the immediate supervisor at once. The supervisor shall be responsible to notify the Employer/designee.

ARTICLE 34 EMPLOYEE ASSISTANCE PROGRAM

34.01 Employees are subject to the County's Employee Assistance Program (EAP) and all modifications to such program.

ARTICLE 35 SUBSTANCE ABUSE POLICY

35.01 Employees are subject to the Summit County's Substance Abuse Policy and Procedures and all modifications.

ARTICLE 36 SAVINGS CLAUSE

36.01 Should any Article, Section or portion thereof, of this agreement be held unlawful andunenforceable by a final court of competent jurisdiction, such decision shall apply only to the specific Articles, Sections or portion thereof directly specified in the decision. The parties agree to immediately meet and negotiate substitute for the invalidated Article, Section or portion thereof.

36.02 In event that appeals to any such decision are filed, such specific Article, Section or portion thereof affected by the decision shall continue in effect until the appeals process is void.

ARTICLE 37 WAGES

37.01 Effective on the first day of April 2021, all employees shall be paid the following wage increase to each employee's current rate of pay:

		April 1
Classification		(no increase)
Accountant 1		18.88

Accountant 2		20.78
Administrative Assistant		20.78
Clerk 1		14.09
Clerk 2		15.45
Clerk 3		16.83
Clerk 4		19.08

THERE WILL BE A WAGE REPOPENER FOR APRIL 2022 AND APRIL 2023, INCLUDING ARTICLE 15 HOURS OF WORK.

37.02 An employee who is promoted to a higher paid classification shall receive the start rate for that position or a seven percent (7%) increase in wages, whichever is greater.

37.03 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.

ARTICLE 38 P.E.O.P.L.E. DEDUCTIONS

38.01 The Employer agrees to deduct voluntary contributions to Public Employees Organized for Political Legislative Equality (P.E.O.P.L.E.). Deductions shall be submitted to the Union pursuant to the authorization card, no later than the tenth (10th) day following deductions. The Union shall be furnished an alphabetical listing of employees having political deductions made at the time the contributions are submitted to the Union.

ARTICLE 39 POLITICAL ACTIVITY

39.01 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 this Agreement nor cause for discipline or termination because of involvement of bargaining unit covered employees in the electoral process and/or political activity.

**ARTICLE 40
TOTAL AGREEMENT**

40.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits, and policies previously and presently in effect with the exception of the tardiness policy may be modified or discontinued at the sole discretion of the Employer.

**ARTICLE 41
DURATION**

41.01 This Agreement shall be binding upon the successors and assignees of the parties hereto and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the 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.


41.02 This Agreement shall remain in full force and effect from **April 1, 2021 through March 31, 2024, 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 begin 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 WHERE OF, the parties hereto affix their signatures this 15th day
of September, 2021.

FOR THE UNION:


RAMON MENDOZA
LOCAL 1229, PRESIDENT


TAMMY HARDGROVE-SHOMO
CHAPTER CHAIRPERSON


MICHAEL DELUKE
STAFF REPRESENTATIVE
COUNCIL 8

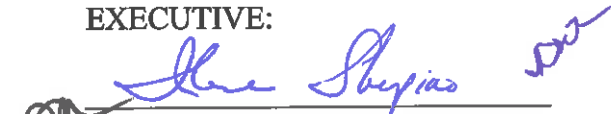
FOR THE EMPLOYER:


SUMMIT COUNTY CLERK OF COURTS



SANDRA KURT
COUNTY CLERK OF COURTS


RANA MATAR
CHIEF OF STAFF

FOR THE SUMMIT COUNTY
EXECUTIVE:


ILENE SHAPIRO
COUNTY EXECUTIVE


BRIAN HARNAK, DEPUTY DIRECTOR
DEPARTMENT OF LAW AND RISK
MANAGEMENT


DEBORAH S. MATZ, DIRECTOR,
DEPARTMENT OF LAW AND RISK
MANAGEMENT

APPENDIX A VACATION PROCESS

- **Vacation is based on seniority.**
- **Vacation Selection will begin the first working day of February.**
- **First Round Selections: employees will select weeks that they would like off.**
 - **A week is 5 consecutive working days. An example of a week can be any day of the week- Tuesday thru Tuesday, Monday thru Friday, etc...**
 - **After first round selections have been made, a person with seniority cannot use their seniority to bump another employee out of their time off slot.**
 - **If a person with seniority changes their mind about a week or if they picked the wrong week, they have no recourse.**
- **Second Round Selections: employees will select days that they would like off.**
 - **Day requests are anything 4 days or less. Also, a work week consisting of only 4 days is not considered a whole week, so this would fall under second round selection. This would be considered “days off request” not “week requests.”**
 - **Same as with First Round selections, employees with seniority cannot use their seniority to bump another employee out of their time slot.**
- **Employees can request vacation time even if they do not have the time accrued at the time of the request. But they must have the time on the book thirty (30) days before the start of the day requested. If they do not have the time on the books before their requested day(s) and/or week(s), they forfeit requested day(s) and/or week(s).**
- **Vacation bidding is completed in February. Requests after February are granted upon operational needs of the office.**
- **Vacation requests after the February date will follow the request notice guidelines of:**
 - **More than 5 consecutive working days, 10 working days in advance notice.**
 - **Less than 5 consecutive working days, 5 working days in advance.**
 - **4 hours or less, 1 day advance notice.**
- **Employees should also timestamp their leave request forms. It will be first come, first serve approval process. Timestamping the forms will prevent any confusion or issues.**