

**COUNTY OF SUMMIT**

**and**

**OHIO COUNCIL 8 AND LOCAL 1229  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO**

**(MEDICAL EXAMINER)**

**Effective: April 1, 2021  
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**ARTICLE 1**  
**AGREEMENT / PUPOSE**

1.01 This Agreement, entered into by the County of Summit, hereinafter referred to as the "Employer", and Ohio Council 8 and Local 1229, of the American Federation of State, County and Municipal Employees, 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 demands 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**  
**RECOGNITION**

2.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining representative of employees of the Summit County Medical Examiner's office for the purpose of collective bargaining in any and all matters relating to wages, hours and other terms and conditions of employment employed in the classifications of Custodian, Bookkeeper, Secretary, Secretary/Transcriptionist, Morgue Attendant, Forensic Investigator and Histologist, excluding all management level employees, professional employees and supervisors as defined in the Act, including, Deputy Medical Examiner, Chief Deputy Medical Examiner, Chief Forensic Investigator, Forensic Investigator Supervisor and Toxicologist, and all part-time, temporary, supervisory, confidential, professional and management employees. Such recognition shall continue as provided by law.

2.02 The Employer shall notify the Union, in writing, within ten (10) days of the establishment of any new classifications and furnish the Union with a copy of the job description at this time. The parties shall meet for the purpose of determining whether the position should be included in the bargaining unit and, if so, negotiating a wage rate and dispute, if any, 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. The parties shall meet regarding such change upon request of the Union.

2.03 Work normally performed by employees of the bargaining unit shall not normally be performed by supervisors, forepersons, or other personnel unless qualified bargaining unit employees are not available to perform the work, unless supervisors, forepersons, or other non-bargaining unit personnel and excluded classifications have

normally and previously been performing the work on a normal basis or 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 County Executive 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.

Work regularly performed by an employee in the bargaining unit shall not be performed by supervisory personnel and excluded classifications, except as set forth above, in order to deny overtime work to bargaining unit employees.

2.04 The parties hereby acknowledge that periodically medical students and criminal justice majors, as part of the required educational course training may intern at the Employer's facilities, and may do bargaining unit work, but are not considered employees of the Employer, and receive no remuneration of any type. Interns shall not be used to replace any existing positions.

### **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 individual's race, color, creed, religion, sex, sexual orientation, gender identity, 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.

3.02 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.

3.03 The Employer and the Union agree that membership in the Union is voluntary and that neither the Employer nor the Union will discriminate against any employee on the basis of membership or non-membership in the Union.

## **ARTICLE 4**

### **MANAGEMENT RIGHTS**

4.01 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 Medical Examiner's office; and to hire, direct, classify, assign, transfer, evaluate, promote, demote and lay off 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.

Such rights set forth hereunder shall not supersede/conflict with the express terms of the collective bargaining agreement between the Employer and the Union.

## **ARTICLE 5**

### **NO STRIKE NO LOCKOUT**

5.01 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 of normal work.

5.02 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.

5.03 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 6**  
**UNION SECURITY**

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
3. **An alphabetical list of 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 list and the reason each was dropped.**

6.04 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.

6.05 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.

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

6.07 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.

6.08 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**

### **SEVERABILITY**

7.01 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 final court of competent jurisdiction to be invalid, such judgment shall not effect, 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 thereto 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.



7.02 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 final court of competent jurisdiction.

## **ARTICLE 8**

### **UNION BULLETIN BOARDS**

8.01 The Employer will provide a bulletin board in the employees' lounge for use solely by the Union. The bulletin board shall be used for posting Union literature and Union information.

## **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 steward who shall act as the Steward when regular Stewards are unavailable from work. The Union shall determine the classification group in which the Steward is to function and agrees that each Steward shall restrict their activity to the specific classification group 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 or when changes occur.

9.02 The Union employees 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 steward, the chapter chairperson's, OR Union President in the absence of the Chapter Chairperson, authorized functions shall also include the following:

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

9.03 A Union President shall normally be provided forty (40) hours per week for Union business related to the administration of the labor agreement of the County of Summit. The Union President may, however, be required to perform his/her normal duties of his classification in emergency or related events. Moreover, the Union President shall be eligible for overtime as set forth in this Agreement. The parties recognize that this

provision does not entitle each separate bargaining unit to a "release time" president and the President may come from another bargaining unit.

9.04 A Union officer who needs to leave his/her assigned work area during working hours, in connection with the investigation or processing of grievances and/or appeals, 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.

9.05 To secure pay for time off afforded by the Employer during their regularly scheduled working hours, under Section 3 of this Article, the Chapter Chairperson or Steward will be required to use the authorization required on the forms which will be provided by the Employer for the accounting of such time. The same authorization form shall be used in 9.03.

9.06 Accredited representatives of the Union may have access to the Employer's facilities for the purpose of investigating grievances, meeting with local Union representatives and/or Employer representatives, and employees concerning matters covered by terms of the Agreement upon advance notification, to the Medical Examiner or designee.

9.07 One (1) bargaining unit employee shall be permitted time off, up to a maximum of six (6) working days, per calendar year, without loss of pay to attend Union conventions or conferences.

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

## **ARTICLE 10**

### **EMPLOYEE EVALUATION**

10.01 Employees will be evaluated as determined by the Employer during their probationary period and thereafter.

## **ARTICLE 11**

### **PERSONNEL RECORD**

11.01 An employee shall have the right to inspect his personnel record upon notification to the employee's supervisor. Such notification shall be given not less than twenty-four (24) hours in advance. The employee may compile, date and insert in said record, a list of the documents he finds therein. It is not the intent of this Article that this inspection be used as harassment.

11.02 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 employee as to the contents of the materials, but does acknowledge the employee has seen it.

11.03 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 1.

## **ARTICLE 12** **DISCIPLINE**

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

12.02 The Employer will notify the Union, in writing, at least twenty-four (24) hours 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, if available, at all disciplinary conferences. If a Union representative is not available within twenty-four (24) hours, the Employer may proceed with the disciplinary process. An employee shall receive a copy of any written disciplinary action at the discipline meeting.

12.03 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 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 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.

12.04 The Employer shall proceed with any disciplinary action within a period of no later than twenty (20) working days of the alleged offense. However, in situations where the employee conceals or uses deception, the time period shall not begin until the Employer 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 13**

### **GRIEVANCE PROCEDURE**

13.01 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.

13.02 The term "grievance" shall mean any dispute or difference between the "employee" or "Employer" or 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 or promotional probationary employees. Such grievance shall be processed in accordance with the terms of this Grievance Procedure.

13.03 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 2 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.

13.04 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.

13.05 The written grievance shall state, on the grievance form attached as Appendix B, the specific article and paragraph of this Agreement alleged to have been violated, a brief set of facts, and the relief requested.

13.06 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.

13.07 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.

13.08 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 ten (10) working days after the occurrence of the facts, giving rise to the grievance.

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 Medical Examiner or designee 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 Medical Examiner or designee 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 Chairperson or Union, and the Chapter Chairperson 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, and any witnesses the Labor Relations Administrator or his/her designee considers 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 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 after receipt by the Union of the Step 3 answer.

The Union shall, within thirty (30) calendar days following its notification to the Employer that it intends to arbitrate an unadjusted grievance. The parties shall meet, or otherwise communicate, within ten (10) working days for the purpose of selecting the Arbitrator. The parties may attempt to mutually agree to an Arbitrator. If the parties are

unable to agree, the parties shall use the alternate strike method in selecting the arbitrator from the list of arbitrators herein contained. The Union shall be the first to strike a name from the list. The Employer shall strike second. The parties will alternate in such a manner until only one (1) name remains. The remaining name shall be designated as the arbitrator to hear the dispute in question.

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 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, and/or Union representatives and Medical Examiner 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.

13.09 The parties may mutually agree to mediate a grievance prior to the selection of the arbitrator. The mediator shall be chosen from the Federal Mediation and Conciliation Services (FMCS) or the panel of arbitrators as determined by the parties.

13.10 There is hereby created a permanent panel of arbitrators for the selection of arbitrators. The arbitrators shall be as follows: 1) James Mancini; 2) Harry Graham; 3) John Meredith; 4) Rob Stein; and, 5) Dennis Byrne.

#### **ARTICLE 14** **SENIORITY**

14.01 - Definition. Seniority is an employee's uninterrupted length of continuous service within this bargaining unit, including any approved leaves of absence. Newly hired probationary employees who have completed their probationary period shall be entered on the seniority list, with seniority retroactive to date of hire.

14.02 - Seniority Posting. The Employer shall post a copy of the seniority list showing the seniority of each employee listed by **hire date in the** job classification and department on each Employer's bulletin boards. The Seniority list shall be reviewed or updated with copies being furnished to the Union at such time.

14.03 - Loss of Seniority. Employees shall lose all seniority rights upon any of the following:

- A. Discharge for just cause;
- B. Retirement or resignations;
- 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 if the employee was physically incapable of making appropriate notifications.

14.04 An employee who leaves the bargaining unit into a non-bargaining unit position shall have his/her seniority frozen. If such employee returns to the bargaining unit within a period of six (6) months such seniority shall be reinstated. However, the employee shall maintain all seniority (bargaining unit and non-bargaining unit) for vacation credit, retirement, longevity, sick leave, and other type benefits of this type that are accrued by

seniority or hours worked. This language does not cover the two (2) employees currently in the Investigation's Supervisor and Chief Investigator positions.

**ARTICLE 15**  
**REVERSION OF NON-BARGAINING UNIT EMPLOYEES INTO BARGAINING**  
**UNIT COVERED CLASSIFICATIONS**

15.01 Employees of the Employer who are employed in classifications outside the bargaining unit who become employed in bargaining unit covered classifications shall be considered as a new employee for purposes of seniority under provisions of this Agreement. However, such employee shall receive all seniority credit for accumulated sick leave, vacation credit, retirement or other type benefits that are accrued by seniority or hours worked, and shall not serve a new hire probationary period as required under Article 16 of this Agreement.

**ARTICLE 16**  
**PROBATIONARY PERIOD**

16.01 Newly hired employees shall be considered on probation for a period of one hundred eighty (180) calendar days.

16.02 The Employer will furnish the Union a list of new hires showing name, address, date of hire, starting rate, department and classification. The Employer shall also furnish this same information to the Union for employees who have completed this probationary period, been terminated, promoted or transferred. This information shall be provided to the Union no less than fifteen (15) days following said action.

**ARTICLE 17**  
**PROMOTIONS AND POSTINGS**

17.01 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, minimum and maximum rate of hourly pay, department or division where the vacancy exist including location (floor and facility, if available), the current hours of work, workweek, 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 in writing, using the appropriate form, and it shall be submitted to the Support Services Administrator.

For employee's 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 Medical Examiner to select the applicant based upon qualifications and experience. When qualifications and experience are relatively equal, then seniority shall be the determining factor in the selection of the applicant. Employees may only be awarded two (2) postings 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.

17.02 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 have the right to their previous classification and pay range, or layoff status, if layoff was the employee's previous status.

#### 17.03 - Temporary Transfers.

- A. In connection with the efficient operation of the Employer, the Employer has the right to temporarily transfer an employee to a different classification to fill in for vacations, to fill in for sick leave, or for emergencies.
- B. An employee transferred to a lower paying classification shall receive his regular rate of pay for the duration of the temporary transfer. However, if sufficient employees do not accept, the lowest seniority employee may be transferred.
- C. An employee temporarily transferred to a higher paying job shall receive the higher rate of pay for the period of such temporary transfer. Temporary transfers of employees shall not be on an arbitrary

or discriminatory basis. If a temporary opening occurs and is for thirty (30) days, the parties shall meet to discuss the need for such continued temporary opening.

17.04 - Seniority for Shift Preference. Employees may exercise seniority each calendar year between the period of December 1<sup>st</sup> and 20<sup>th</sup>, with such changes taking place on January 2<sup>nd</sup> of each calendar year, to transfer to another shift, within the employee's own classification by **classification seniority**.

**When an opening occurs, employees on the same job 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. It is understood that such training will be limited to six (6) months unless extended by mutual agreement.**

## **ARTICLE 18**

### **WORK RULES**

18.01 The Union shall be notified of any revisions and/or newly initiated rules and regulations of the Employer at least ten (10) days prior to the effective date. The Union and Employer shall meet regarding such rules and regulations upon request of the Union. The President of Local 1229, AFSCME and Chapter Chairperson will be notified of the final revisions and/or newly initiated rules and regulations of the Employer on the same date that supervisors are notified of said rules and regulations. Such rules will be equitably applied to all employees.

## **ARTICLE 19**

### **WAIVER IN CASE OF EMERGENCY**

19.01 In the case of circumstances beyond the control of the Employer such as an Act of God, riot, flood, civil disorder and other similar acts, but excluding strikes and other similar work stoppage acts on the part of other County 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:

- 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.

## **ARTICLE 20**

### **HOURS OF WORK**

20.01 The workweek for all employees, except for Investigators and Morgue Attendants, shall be forty (40) hours worked in five (5) eight (8) hour days, Monday through Friday exclusive of time allotted for meals. The workweek for Investigators and Morgue Attendants shall be five (5) days of eight (8) hours each inclusive of time allotted for meals.

#### **Investigators Work Schedule:**

**First Shift: 7:00a.m. – 3:00p.m.**

**Second Shift: 3:00p.m. – 11:00p.m.**

**Third Shift: 11:00p.m. – 7:00a.m.**

**Rotating Shift: Patterned rotations between first and second shifts. Rotating shift is available as investigative staffing levels permit.**

20.01(B): If it is necessary, based upon operational needs, the Employer reserves the right to set the hours, shifts, workdays and workweeks, according to the Employer's needs, each month for Investigators and Morgue Attendants. Work Schedules shall be posted at least ten (10) calendar days in advance of the effective date unless an emergency arises.

20.02 Meal Periods. Employees shall be provided a thirty (30) minute meal period and one (1) fifteen (15) minute break for every four (4) hours worked, to be scheduled as close as possible to the middle of the first and second halves of their shift. Employees who work less than eight (8) hours but more than four (4) hours a day shall be provided one (1) fifteen (15) minute break. Employees who work less than 4 hours shall not be provided a break.

20.03 Clean-up Times. All employees shall be granted a five (5) minute personal clean-up period, except that morgue attendant employees shall be granted a fifteen (15) minute personal clean-up prior to the end of each work shift. Separate clean-up facilities shall be provided for male and female employees. Such facilities shall be adequately maintained by the Employer.

20.04 Lunchroom Facilities. Lunchroom facilities shall be provided and designated for employees. Such facilities shall be equipped with refrigerator, microwave, and adequate seating facilities for use by the employees.

20.05 For purposes of daylight saving 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.

The exception to this rule is applicable to only those employees whose shifts are only the fall shift and not the spring shift. In that event, the employee who only works the spring shift will receive eight (8) hours pay for that shift, the same as all other employees. The employee who works only the fall shift will receive time and one half for working nine (9) hours on the day of the fall time adjustment. The employee has to actually work the nine (9) hours on that day and all overtime rules as set forth herein will still be applied in determining if the employee is eligible for this premium pay. The parties recognize that upon the execution of this agreement, this exception is applicable to approximately 1 - 2 people.

20.06 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 work day at time and one-half the employee's normal rate of pay. Employees who are required to report to work on the second and/or third shift will also be eligible for time and one-half their normal rate of pay until the building re-opens. Employees who are not working after the building closes will receive their regular rate of pay for the day.

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

## **ARTICLE 21** **REPORT IN PAY**

21.01 An employee who has not been notified to report and reports to work on a scheduled workday shall be provided eight (8) hours work in the employee's classification. If such work is not available, the employee may be assigned to work in another classification. If the employee is not assigned work in another classification and/or is assigned less than eight (8) hours work, the employee shall be paid the difference up to eight (8) hours.

**ARTICLE 22**  
**OVERTIME**

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

22.02 Overtime work shall be offered and distributed as equitably as practical and rotated within each department to all qualified employees who have completed their probationary period and working within the same job classification. A qualified probationary employee may be called in or assigned overtime work, if permanent qualified employees are unavailable for such work.

22.03 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 seniority to qualified employees within the classification. Once all employees in the classification have worked overtime opportunities, using this procedure, the offering of overtime opportunities shall then revert to an offering of overtime on a low-hour basis.

On each occasion, to the extent practical, 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. If sufficient employees within a classification do not accept an overtime assignment/opportunity, the Employer may select a qualified employee from outside the classification.

If the Employer inadvertently fails to offer overtime to an employee as defined in this section, such employee (s) shall be offered the next available overtime opportunity.

22.04 Any employee who does not want overtime and does not wish to be contacted, may express this desire in writing; thereby management shall remove his name from the appropriate list (for non-emergency situations) until the employee, in writing, states his/her desire to be eligible and called. A continuous record of overtime hours worked and/or refused shall be posted in each department.

22.05 Management shall not be obligated to call an employee for overtime when the employee on said day(s) reported off for any of the following reasons:

A. Sick Leave

B. Vacation

- C. Authorized or unauthorized leave (one day or more, as well as any portion of a day). However, the employee shall be charged with the hours.

22.06 In situations where the employee(s) need nominal additional time to complete a job, management need not use the overtime list.

22.07 Employees shall be paid one and one-half (1-1/2) times the employee's regular hourly rate for the time worked under the following conditions:

- A. All time worked, including holidays, vacation, and personal days, in excess of forty (40) hours in any work week.

22.08 An employee may elect to take compensatory time in lieu of overtime payments which would be compensated at the same rate as provided for in Section 7 of this Article. An employee may accumulate up to eighty (80) hours of compensatory time. Use of compensatory time will follow the same rules as use of vacation hours.

22.09 It is understood that an 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 workday.

### **ARTICLE 23**

#### **SUB-CONTRACTING**

23.01 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 workweek, or cause reduction of the employee's rate of pay.

### **ARTICLE 24**

#### **TOOL PROVISIONS**

24.01 The Employer will continue the practice of providing tools and equipment necessary for employees to perform their normal required duties.

24.02 The Employer shall provide (at no cost to the employees) the following uniforms similar to the other Local 1229 contracts:

Morgue Attendants - Uniforms and Jackets

24.03 The Employer shall provide an annual uniform stipend of **seven hundred (\$700.00)** dollars to the following bargaining unit classifications, Investigators and Histologist, to be paid the first pay period in January of each contract year.

**ARTICLE 25**  
**PARKING FACILITIES**

25.01 Employees shall continue to be provided parking spaces at the Employer's facility so long as it is located at 85 North Summit Street, without cost to the employees. In the case that the facility is relocated, then the Employer and the Union shall meet regarding the issue of parking.

**ARTICLE 26**  
**LAYOFF AND RECALL**

26.01 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, the Union President, and the Chapter Chair of the Union no less than seven (7) calendar days in advance of the date of layoff or abolishment.

26.02 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 seniority as defined in the seniority Article.

26.03 Permanent full-time employees placed on layoff may first displace another employee with less seniority in a lower classification, within their classification series within this bargaining unit. 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's 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.

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

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

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

26.07 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 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 employment rights. In the event of an injury, illness, or other extenuating circumstance 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.

26.08 The Union Chapter Chairperson shall remain at the top of seniority lists for layoff and recall purposes. Such Union representative shall have "Super Seniority" in the appropriate bargaining unit. Such Union representative shall be designated in writing to the Personnel Administrator.

26.09 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.

26.10 - 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 fiftieth (150<sup>th</sup>) and the one hundred eightieth (180<sup>th</sup>) day 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 during the 150<sup>th</sup> and 180<sup>th</sup> days, he shall only be recalled in accordance with Sections 6 and 7 of this Article - 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 an employee refuses recall.

Waving 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 27**

### **LABOR MANAGEMENT COMMITTEE**

27.01 There shall be a monthly meeting of the Employer Representatives, the Local Union President, Chapter Chairperson and Stewards of the Union. Representatives of Ohio Council 8 may also be in attendance. Such meetings shall be held once each month and shall be scheduled at a mutually agreed upon time.

## **ARTICLE 28**

### **SAFETY AND HEALTH**

28.01 The Employer shall make reasonable provisions for the safety and health of the employees on the Employer's premises during hours of employment.

28.02 The Employer agrees to provide a safe and healthful workplace. Unsafe and/or unhealthy conditions that are brought to the attention of the Employer will be corrected within a reasonable period of time.

## **ARTICLE 29**

### **TRAINING PROGRAM**

29.01 The Union proposes to discuss a program to provide on the job training in order that bargaining unit covered employees have the necessary skill to perform work in more technical, skilled jobs within the same classification and higher paying job classifications in order to advance themselves.

29.02 Investigators, Morgue Attendants, Histologists, and Secretaries may be permitted to attend job-related conferences and seminars with pay, provided that it is approved by the Employer. Forensic Investigator employees are required to maintain ABMDI certification as a function of their job. The Employer will pay all Employer required costs for employees to maintain this certificate. In order to obtain the American Board of Medicolegal Death Investigators (ADMDI) certification for the Forensic Investigator classification the Employer will pay for a maximum of up to two tests if the employee fails one test.

## **ARTICLE 30**

### **LEAVES OF ABSENCE**

30.01 - 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 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 Officer, unless such duty is performed totally outside of normal working hours. An employee released from jury or witness duty, at least two (2) hours prior to the end of his scheduled workday, shall report to work for the remaining hours.

Employees will honor any subpoena issued to them, including those from Workers' Compensation and the State Personnel Board of Review. Employees will not receive pay when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personnel 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.

An employee subpoenaed as a witness for testimony relating to an employee's work performance or job (duty) related testimony, shall receive their regular salary for time spent on witness duty. In the event an employee is on approved vacation and subpoenaed for work related testimony, the employee shall receive one and one-half (1-1/2) times their regular salary for time spent on witness duty.

30.02 - Military Leave. All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, or members of other 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 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 commander as evidence of such duty. There is no requirement that the service be in one continuous period of time. Employees who are members of those 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.

30.03 - Unpaid Leaves. Unless otherwise addressed in this Agreement, unpaid leaves will be governed by the County Policy.

30.04 - 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.

30.05 - 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 as long as such leave is supported by medical documentation which states that the employee is not medically fit to return to full duty. Such leave shall continue for the duration of the illness or injury - providing such does not exceed three (3) years.

The Employer agrees to continue to provide hospitalization insurance benefits, and benefits provided under the Ohio AFSCME Plans 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.

30.06 - Union Leaves. 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 no more than two (2) from the 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 seniority 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 leave of absences without pay for a period of up to one (1) year. Additional extensions of the leave of absence without pay for employment with the Union will be granted upon application to and approval of the Employer, prior to the expiration of the initial leave of absence for employment with the Union.

30.07 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.

30.08 All employees are subject to the County's FMLA policy and any amendments to the same.

### **ARTICLE 31** **SICK LEAVE**

31.01 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.

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

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

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

31.05 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.

31.06 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.

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

The following are potential examples of sick leave 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).

31.08 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.

31.09 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 as defined Summit County Ordinance 169 definition, children (step), or parents (step), **brother (step), sister (step), grandparent, grandchild, an individual over whom an employee has power of attorney or legal guardianship.** 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 spouse, domestic partner as defined Summit County Ordinance 169 definition, parents, grandparents, grandchildren, father-in-law, mother-in-law, son-in-law,

daughter-in-law, brother-in-law, sister-in-law, child, siblings, half-sister, half-brother, stepmother, stepfather or legal guardian who stands in place of a parent. Employees shall be permitted to use up to five (5) sick leave days for death in the immediate family under this provision.

31.10        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 scheduled and approved by the immediate supervisor and cannot be taken in increments less than one **quarter hour increments (.25)**. Unused personal leave will convert back to sick leave at the end of each year.

### **ARTICLE 32** **VACATIONS**

32.01        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) biweekly 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.

32.02        Such vacation leave shall accrue to the employee at the rate of three and one-tenth (3.1) hours each biweekly period of those entitled to eighty (80) hours per year; four and six-tenths (4.6) hours each biweekly period for those entitled to one hundred twenty (120) hours per year; six and two-tenths (6.2) hours each biweekly period for those entitled to one hundred sixty (160) hours per year; and seven and seven-tenths (7.7) hours each biweekly 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 (3) 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 at the time of

separation and, in addition, shall be compensated for any unused vacation leave accrued to his credit with the permission of the Executive, for the three (3) years immediately preceding the last anniversary date of employment.

32.03 Annual vacation leave will be taken at such time as the employee and supervisor mutually agree upon. The Employer shall not deny any employee's request unless operational needs make the request unreasonable. All vacation leave must be requested and authorized on a form designated by the Executive.

32.04 Vacation will be granted in increments of fifteen (15) minutes 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 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 33**

#### **HEALTH AND LIFE INSURANCE BENEFITS**

33.01 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.

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

33.03 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 no later than thirty (30) days after the effective date of this Agreement, contributions shall be made on the first day of the month at the rate of forty eight dollars and seventy-five cents (\$48.75) per month for each bargaining unit employee. This monthly rate provides the Dental IIA, Vision, Life Insurance and Hearing Cost Coverage benefits as provided under the Ohio AFSCME Care Plan.

33.04 The Employer may modify the coverage to equal the coverage to other Executive employees. Offer waiver of fifty dollars (\$50) per month out of the program to employees who provide proof of other coverage. The "waiver" or "opt out" payment will be offered in accordance with County ordinance or resolution and employees shall be subject to all such modifications or discontinuances as promulgated by County Council. This payment may be terminated at the Employer's discretion subsequent to March 1, 2003.

**ARTICLE 34**  
**OHIO AFSCME LEGAL SERVICES**

4.01 Effective the first day of the month after the effective date of this Agreement, the Employer shall contribute to the Ohio AFSCME Legal Service Fund, five (\$5.00) dollars per month per each employee who has completed his/her probationary period.

**ARTICLE 35**  
**UNION - AUTOMOBILES**

35.01 The Employer will provide employees in the Investigator classification with automobiles to use during their normal working hours. The Employer shall maintain the automobiles and provide all gas, oil and repairs. Employees shall not be required to use personal automobiles to perform work duties.

35.02 All employees are subject to the Employer's policies regarding operation of motor vehicles.

**ARTICLE 36**  
**HOLIDAYS**

36.01 Employees shall receive the following paid holidays each year of the Agreement. Holiday pay shall also include shift differential when worked:

- |     |                        |  |
|-----|------------------------|--|
| 1.  | New Years Day          | First day in January   |
| 2.  | Martin Luther King Day | Third Monday in January  |
| 3.  | Presidents Day         | Third Monday in February   |
| 4.  | Memorial Day           | Last Monday in May   |
| 5.  | <b>Juneteenth</b>      | <b>Nineteenth of June</b>  |
| 6.  | July 4th               | Fourth of July   |
| 7.  | Labor Day              | First Monday in September  |
| 8.  | Columbus Day           | Second Monday in October   |
| 9.  | Veterans' Day          | Eleventh of November   |
| 10. | Thanksgiving Day       | Fourth Thursday in November  |
| 11. | Day after Thanksgiving | Fourth Friday in November  |
| 12. | Day before Christmas   | Twenty-Fourth of December  |
| 13. | Christmas Day          | Twenty-Fifth of December   |
| 14. | Employee's Birthday    | To be taken at a time that is mutually agreed with by the Supervisor within the calendar year or it will be added to their vacation accumulation |



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

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

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- 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 workday before the holiday and first scheduled workday 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.

36.03 When a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday. When a holiday falls on a Sunday, the following Monday shall be observed as a holiday. This section does not apply to Investigators.

36.04 Employees scheduled to work any of the above holidays shall be paid eight (8) hours holiday pay plus one and one half (1-1/2) times their normal rate of pay for all hours worked.

36.05

- A. If a holiday falls during an employees vacation period, he shall be paid for the holiday, or may extend his vacation accordingly upon notification to the supervisor.
- B. If a holiday is observed while an employee is on sick pay, he shall be paid holiday pay for the holiday within the same period that all other employees receive holiday pay, and shall not be deducted from the employee accumulated sick leave.
- C. If a holiday falls during the time an employee is on jury duty, funeral leave, vacation, the employee shall be paid for the holiday within the same period that all other employees receive holiday pay, and shall not be deducted from vacation or sick leave.

**36.06:** Investigators shall celebrate the holiday on its normal/actual day. **Investigators working Third Shift shall celebrate the holiday on the shift that mostly overlaps with the actual holiday. (For example: the July 4<sup>th</sup> holiday will be celebrated**

on the shift that begins at 11:00p.m. on July 3<sup>rd</sup> and continues an hour later into July 4<sup>th</sup> for the majority of the shift).

**ARTICLE 37**  
**WAGES**

37.01 Effective at the beginning of the first payroll period in April 2021, all employees shall be paid in accordance with the following wage increase:

		<b><u>April 2021</u></b>	<b><u>April 2022</u></b>
		<b>No increase</b>	<b>2.5%</b>
<b><u>Classification</u></b>	<b><u>Grade</u></b>	<b><u>Start Rate</u></b>	<b><u>Start Rate</u></b>
Bookkeeper/Secretary	26	\$40,081.60	<b>\$41,083.64</b>
Secretary II/Medical	26	\$40,081.60	<b>\$41,083.64</b>
Transcriptionist/Secretary	27	\$41,267.20	<b>\$42,298.88</b>
Morgue Attendant	28	\$42,494.40	<b>\$43,556.76</b>
Forensic Investigator	32	\$46,945.60	<b>\$48,119.24</b>
Histologist	32	\$46,945.60	<b>\$48,119.24</b>

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.

37.02 An employee who is promoted to a higher pay grade shall receive the start for the 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.

37.03 All shifts beginning after 1:00pm and the midnight shift shall receive an additional thirty (\$.30) cents per hour.

37.04 The Employer may hire new employees at a pay rate higher than the start rate. However, if the Employer hires a new employee at an advanced pay rate, then any other existing employee(s) working in that job classification who is being paid at a pay rate lower than the new employee shall be advanced to the new employee's pay rate.

Newly hired **uncertified (ABMDI)** Forensic Investigators shall be paid at the start rate as stated in Article 37.01 or at the rate earned by the lowest paid existing **uncertified** Forensic Investigator, whichever is greater. **When a Forensic Investigator obtains their ABMDI certification, or is newly hired and already certified, they shall be paid at the rate of the lowest paid current certified Forensic Investigator.** Employer may hire Forensic Investigators at an advanced pay rate following the conditions stated in the previous paragraph.

### **ARTICLE 38**

#### **UNION BARGAINING COMMITTEE**

38.01 The Employer agrees to pay not more than two (2) bargaining unit employees of the Medical Examiner's Office who are appointed as representatives to serve on the Union Bargaining Committee for time spent in meetings with Management to renegotiate this Agreement, pursuant to Article 43, and all other meetings that take place during such employee's regularly scheduled hours on the days in question.

### **ARTICLE 39**

#### **P.E.O.P.L.E. DEDUCTIONS**

39.01 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 40**

#### **POLITICAL ACTIVITY**

40.01 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 during non-work hours.

**ARTICLE 41**  
**SUBSTANCE ABUSE PREVENTION POLICES AND PROCEDURES**

41.01 All employees are subject to the County's Substance Abuse Prevention Policies and Procedures.

**ARTICLE 42**  
**SUCCESSOR AGREEMENT**

42.01 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.

**ARTICLE 43**  
**PAID PARENTAL LEAVE**

43.01 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.

43.02 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.

43.03 Duration of Leave. An employee who is eligible for Paid Parental Leave pursuant to Section 43.02, 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 43.04, 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.

43.04 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.

43.05 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.

43.06 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 17 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.

43.07 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 30.08 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.

43.08 Death of an Unborn or Newborn Child. An employee who would otherwise be eligible for Paid Parental Leave pursuant to Section 43.02, 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 43.03, above, and the Paid Parental Leave shall not terminate due to the death of the child. All other provisions of Article 43 shall apply to Paid Parental Leave granted pursuant to this Section.

#### **ARTICLE 44**

#### **DURATION**

44.01 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 serve notice of desire to modify or amend at the end of subsequent years by written notice not more than ninety (90) calendar days prior to the expiration date.

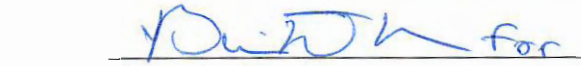
Negotiations, upon such proposed amendments or change of the terms of the Agreement covered in the notices of desire to amend, shall begin not later than sixty (60) calendar days prior to the initial or any subsequent expiration date and shall continue until agreement is reached, and during said negotiations 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.

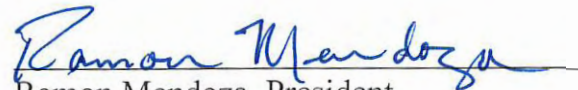
**ARTICLE 45**  
**EXECUTION**


45.01 This Agreement signed is hereby executed this 4<sup>th</sup> day of May, 2022.

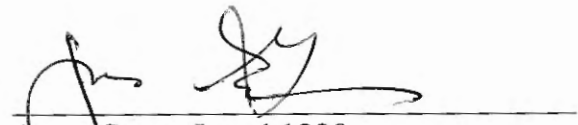
FOR THE EMPLOYER:

FOR THE UNION:

  
Ilene Shapiro  
County Executive

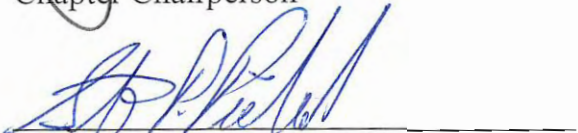
  
Ramon Mendoza, President  
Local 1229

  
Brian K. Harnak  
Deputy Director, Labor Relations

  
Jason Grom, Local 1229  
Chapter Chairperson

Approved as to Form:

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

  
Stevan P. Pickard, Director  
AFSCME Council 8