

AGREEMENT

between

THE SUMMIT COUNTY SHERIFF'S OFFICE

and

**OHIO COUNCIL 8
AFSCME LOCAL 1229**

COMMUNICATION TECHNICIAN UNIT

**EFFECTIVE: April 1, 2021
EXPIRES: March 31, 2023**

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ARTICLE 1 AGREEMENT/PURPOSE

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

1.02 The parties acknowledge that during the negotiations which resulted in the agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or regulation from the area of collective bargaining pursuant to O.R.C. Chapter 4117, 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 cancelled and prior practices may be cancelled at the Employer's discretion.

ARTICLE 2 RECOGNITION

2.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining representative of employees of the Summit County Sheriff's Office 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 Communication Technicians employed by the Summit County

EXCLUDED:

All management level employees, professional employees, confidential employees of the Sheriff's Department, and supervisors as defined by the Act, all seasonal and casual employees as defined by the State Employment Relations Board, all service, maintenance, and clerical employees, all other employees represented by an employee organization in a different bargaining unit and Communications Supervisor (one (1) employee).

2.02 a. The Employer at times establishes new classifications, abolishes classifications, and changes titles. At least ten (10) days prior to the date it plans to implement any of the actions set forth above, it will notify the Union. With the notice of intent, the Employer will provide the Union with the following information, if available and relevant:

1. Name of old and/or new classification(s)

2. Job description of new classification
 3. Organizational chart.
- b. Should the parties be unable to resolve the Union question, the Employer will, upon request, or on its own, supply any additional information necessary and relevant to resolve the dispute.
 - c. The Employer and the Union shall meet for the purpose of negotiating a wage rate and job description for any newly created classification(s) that either is mutually agreed to be included in the bargaining unit or has been included in the unit as determined by the State Employment Relations Board (SERB).
 - d. Pursuant to O.R.C. 4117 and the SERB rules and regulations, any changes in the bargaining unit must be approved by SERB. The parties may jointly or individually petition SERB for a unit clarification on any changes in the bargaining unit certification.
- 2.03 Work normally performed by employee(s) of the bargaining unit shall not be performed by supervisors, foreperson, or other personnel unless:
- a. Qualified bargaining unit employees are not available to perform the work; or
 - b. Supervisors, forepersons, or other non-bargaining unit personnel and excluded classifications have normally and previously been performing the work on a normal basis; or
 - c. It is for the purpose of instructing or demonstrating proper methods of work procedures.

ARTICLE 3 CHECKOFF

3.01 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.

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

3.03 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

3.04 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.

3.05 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.

3.06 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.

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

3.08 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.

3.09 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 4 WAIVER IN CASE OF EMERGENCY

4.01 In the case of circumstances beyond the control of the Employer, such as riot, flood, civil disorder and other similar acts, but excluding strikes and other similar work stoppage acts on the part of other 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 and such emergency, to assign employees to work without regard to their employment classifications.
- e. Scheduled vacations may be suspended if the employee has not taken the vacation at the point of the emergency; however, employees currently on vacation at the time of an emergency may volunteer to reschedule their vacation to assist during this emergency with no loss in vacation accrual.

ARTICLE 5 NON-DISCRIMINATION

5.01 The Employer and the Union agree not to discriminate against any bargaining unit employee with respect to compensation or terms and conditions of employment, because of such individual's race, color, creed, religion, sex, sexual orientation, 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.

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

ARTICLE 6 SEXUAL HARASSMENT

6.01 The Employer and the union agree that an employee shall not suffer sexual harassment at the work place. Such harassment is considered a violation of the 1964 Civil Rights Act.

6.02 The parties are subject to the Employer's policy prohibiting harassment and discrimination.

6.03 The parties agree that covered employees are subject to the Harassment Policy for Summit County Sheriff's Office Policy and Procedure.

ARTICLE 7 MANAGEMENT RIGHTS

7.01 The Union recognizes that, except as otherwise expressly limited in this agreement, it is the exclusive function of the Employer to:

- a. Determine matters of inherent managerial policy, including area of discretion of policy such as functions and programs, standards of services, overall budget, use of technology, and organizational structure;
- b. Direct, supervise, evaluate, or hire employees;
- c. Maintain and improve efficiency and effectiveness of operations;
- d. Determine the overall methods, process, means, or personnel by which operations are to be conducted;
- e. Suspend, discipline, demote, or discharge for just cause, layoff, transfer, assign, schedule, promote, or retain employees;
- f. Determine the adequacy of the work force;
- g. Determine the overall mission of the Department;
- h. Effectively manage the work force; and,
- i. Take actions to carry out the mission of the Department as a governmental unit.

7.02 The Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective

bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

7.03 The above listed management rights shall in no event contravene the terms of this agreement and shall be subject thereto. Management shall have all other rights and prerogatives, including those exercised in the past, subject only to the express restrictions on such rights, as provided in this Agreement.

ARTICLE 8 WORK RULES

8.01 The Union shall be notified of any revisions and/or newly initiated rules and regulations of the Employer at least seven (7) days prior to the effective date. In the event that the rule or regulation is required to prevent or correct an immediate threat to public safety or security, it may be initiated with immediate notice. The Union and the Employer shall meet regarding such rules and regulations upon request of the Union. Such meeting will be scheduled within a reasonable time mutually acceptable to the Union and the Employer. 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 Sheriff on the same date that supervisors are notified of said rules and regulations. Such rules will be equitably applied to all employees.

ARTICLE 9 UNION NEGOTIATING COMMITTEE

9.01 Employee members of the AFSCME Negotiating Committee shall be permitted reasonable time off, during normal scheduled working hours, without loss of pay, for the purpose of participating in meetings related to collective bargaining with the Employer. The number of employees paid under this provision shall not exceed one (1).

9.02 The Union shall notify the Employer, in writing, of the members of the AFSCME Negotiating Committee and the Employer shall notify the Union, in writing, of members of the Employer's Negotiating Committee.

ARTICLE 10 UNION REPRESENTATION

10.01 Employees selected by the Union to act as Union Representatives for the purpose of investigating and processing grievances under the grievance procedure of this agreement shall be known as Stewards. Each Steward shall have an alternate who shall act as the Steward when the regular Stewards are unavailable. The Union shall notify the Sheriff in writing of the persons designated as Union Representatives, including the Local Union President, Chapter Chairperson, Stewards and Alternate Stewards, and/or when changes occur in these positions.

10.02 This bargaining unit shall be represented by one (1) Union Steward or an Alternate Steward in the absence of the Steward. In addition to the authorized Steward, the Chapter Chairperson's or the Local Union President in the absence of the Chapter Chairperson, authorized

function 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.

10.03 The Chapter Chairperson or Steward who needs to leave his/her assigned work area during work hours, in connection with the investigation or processing of grievances and/or appeals, shall be excused for a reasonable amount of time without loss of pay, as long as the absence does not interfere with the work assignment.

The Chapter Chairperson and Stewards shall be excused to leave work without loss of pay to represent a member(s) of the Union at scheduled hearings. The Chapter Chairperson shall be excused for a reasonable amount of time during working hours without loss of pay for the purpose of conducting normal Union business upon notification to the Employer and provided prior authorization has been obtained from the immediate supervisor. To secure pay for time off during their regularly scheduled working hours, the Chapter Chairperson or Steward will be required to use the authorization form that is attached hereto as Appendix D. Prior approval can be given verbally with the form to be completed when the supervisor is available.

10.04 If it is found that the Union is abusing the time provisions of Section 10.03 of this article, the Sheriff or his designee shall discuss the situation with the Union at the next scheduled Labor/Management meeting, as provided in Article 12, unless a meeting on such matters can be held at an earlier time.

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

10.06 Once each month, the Union shall be notified of employees hired the prior month for the purpose of informing said employee(s) of the functions of AFSCME Local 1229. Employer facilities shall be made available for this purpose.

10.07 The parties agree not to discriminate against any bargaining unit employee on the basis of membership or non-membership in the Union.

10.08 The 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, however, may be required to perform his/her normal duties of his/her 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.

ARTICLE 11 VISITATION OF UNION REPRESENTATIVES

11.01 Authorized representatives of the Union shall be permitted access to the Employer's facilities, with reasonable advanced notice for the purposes of processing grievances, meeting with Local Union and/or Employer representatives and employees concerning matters covered by terms of the agreement, upon approval of the Employer or his designee. The Employer or his designee shall facilitate any necessary contact between the representative and on-duty bargaining unit employee, provided that arrangement of the contact is not unduly disruptive of the employee's job responsibilities.

ARTICLE 12 LABOR MANAGEMENT MEETINGS

12.01 At a minimum, there shall be a quarterly 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 scheduled at a mutually agreed upon time.

12.02 The proposed agenda will be determined at the time the meeting is scheduled. Items not included on the agenda may be discussed if mutually agreed to by the Employer and the Union.

12.03 The following list represents matters that may be discussed at labor/management meetings:

- a. The administration of this agreement;
- b. To disseminate information of interest to the parties;
- c. To discuss ways to increase productivity and improve effectiveness;
and
- d. To consider and discuss health and safety matters relating to employees.

12.04 Special labor/management meetings may be convened by mutual consent of the parties to discuss a matter(s) that needs to be handled prior to a regular quarterly meeting.

ARTICLE 13 PROBATIONARY PERIOD

13.01 Newly hired employees shall be considered on probation for a period of one year. **Training shall meet and support minimum standards established by legislation according to O.A.C. 5507-1, for 911 call centers and Public Safety Answering points (PSAPs). A**

probationary employee who has lost work time due to illness or injury may have his probationary period extended by the length of illness or injury. A new hire probationary employee will be evaluated once during the first half of the probationary period and once during the second half of the probationary period; however, such employee may be terminated any time during his probationary period and shall have no right to appeal the termination under this agreement. A new hire probationary employee will be provided a copy of his probationary evaluations, if any.

13.02 The Employer will furnish the Union a list of new hires each month showing name, address, date of hire, starting rate, department and classification. The Employer shall also furnish this same information to the Union, at least bi-weekly, for employees who have completed this probationary period, been terminated, promoted or transferred.

13.03 Promotional and trial probationary period.

- a. Any bargaining unit employee who successfully bids upon and is appointed to another job classification in the bargaining unit, or any Office Clerical bargaining unit employee who successfully bids upon and is appointed to a Communication Technician position, shall have a trial period of one hundred eighty (180) calendar days. During this trial period, the employee shall have reasonable help and supervision. If the successful bidder fails thereafter to qualify during the trial period, he shall have the right to revert to his former job, and this right shall in turn apply to the others who changed jobs as the result of filling the posted position. Within the first fifteen calendar days of the trial period, an employee may disqualify himself. During the one hundred eighty (180) day promotional (trial) probationary period the Employer shall have the right to place the employee in his former position.

ARTICLE 14 SENIORITY

14.01 Seniority is an employee's uninterrupted length of continuous full-time service with the Employer, including any approved leaves of absence, except as otherwise defined in Section 14.04 of this article. Part time employees shall not accrue seniority while they are working part-time. Any seniority already accrued by a part-time employee shall be frozen for purposes of Article 15 Layoff and Recall only. Newly hired full-time probationary employees who have completed their probationary period shall be entered on the seniority list, with seniority retroactive to date of hire.

14.02 The Employer shall post a copy of the seniority list 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.

14.03 An employee shall lose all seniority rights for any one (1) or more of the following

reasons:

- a. Retirement (this is not to be construed to mean that the retiring employee loses benefits to which he is entitled at the time of his retirement).
- b. Voluntary resignation.
- c. Discharge for just cause.
- d. Loss of recall rights.
- e. Failure to report off for three (3) consecutive work days, unless the employee can verify that conditions make it impossible for him to report off during this period.
- f. Failure to return to work upon expiration of an approved leave of absence, unless otherwise mutually agreed to by the employee and the Employer.

14.04 Employees of the Employer who are in classifications outside the bargaining unit, who become employed in bargaining unit covered classifications, shall be considered as new employees for purposes of seniority under provisions of this agreement. However, such employee shall receive all credit for accumulated sick leave, vacation, retirement or other type benefits that are accrued by service time or hours worked.

An employee who leaves the bargaining unit for 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 credit (bargaining unit and non-bargaining unit) for vacation, retirement, longevity, sick leave, and other benefits of this type that are accrued by service time or hours worked.

- a. For purposes of layoff, Summit County Sheriff, AFSCME 1229 (Office/Clerical and Communication Technicians Unit only) seniority will be utilized.

ARTICLE 15 LAYOFF AND RECALL

15.01 Reasons for layoff shall be for lack of work, lack of funds, or abolishment of position(s). Should layoff become necessary, the Union and the Employer shall meet to discuss alternatives to layoff. In the event of a layoff, the Employer shall notify the affected employees thirty (30) calendar days in advance of the effective date of the layoff. Any such notice shall contain the effective date of the layoff, the reason for layoff, and a copy of this notice shall be provided simultaneously to the Union. For purposes of layoff, Summit County Sheriff, AFSCME 1229 (Office/Clerical and Communications Technician unit only) seniority will be utilized.

Whenever it becomes necessary to reduce the work force, and the Employer determines which department and classification are affected, layoff shall occur in the following manner:

- a. Any temporary, casual, or seasonal employees within the department and classification shall be first to be laid off.
- b. Any probationary employees within the department and classification shall be next to be laid off.
- c. Any part-time employees within the department and classification shall be next to be laid off.
- d. Promoted employees who have not completed their trial period.
- e. Next to be laid off will be full-time employees, starting with employees with the least seniority, with the classification affected.

The Employer will follow a two tier process in determining bumping of employees where employees have elected to bump another employee:

- 1.) An employee will first be permitted to bump an employee with less seniority in a lower classification within their classification series (See Appendix A- Classification Series);
 - 2.) If no positions are available within the employee's classification series, the employee may bump a less senior employee in a lower classification if the bumping employee is qualified to perform the duties of the lower classification as outlined in the job description duties or if the employee has worked in the lower classification previously and has successfully performed the job duties.
 - 3.) Employees shall have trial period of ninety calendar days however may be removed at any time during the trial period.
- f. When affected employees have a tie in seniority date, seniority shall be determined by a coin toss or a drawing of lots.
 - g. The Employer and/or its representatives will not challenge an employee's right to unemployment compensation, unless the employee refuses a recall to a bargaining unit position in the classification from which the employee was originally laid off.

- h. No new employees in the bargaining unit job classifications that were affected by the layoff shall be hired, nor shall any promotions be made in the bargaining unit job classifications that were affected by the layoff until all employees in the bargaining unit job classifications that were affected by the layoff including employees who exercised their bumping rights on layoff status have been recalled. Employees on layoff shall be notified and offered an opportunity to bid on any job vacancies the Employer intends to fill pursuant to Article 16 - Job Vacancies. Where employees have elected to bump another employee, the following process will apply:

An employee will be permitted to bump an employee with less seniority in a lower classification, within their classification series (See Article 38 Section 2 - Classification Series).

- i. If the Union Chapter Chairperson is a member of this Bargaining unit, he/she shall remain at the top of seniority lists for layoff and recall purposes. Such Union Chapter Chairperson shall be designated in writing to the Director of Personnel.

15.02 Recall of employees on layoff status shall be in the reverse order of layoff. Notification of recall shall be first by telephone (to be confirmed the same day by mail). 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.

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.

An employee shall have recall rights for eighteen (18) months or employee's seniority, whichever is less.

15.03 In the event of layoff, an employee may choose to exercise rights of voluntary layoff under the following conditions:

- a. Prior to the actual layoff, employee(s) must notify the Employer in writing of their decision to be considered for any voluntary layoff.
- b. The volunteer with the most seniority shall be laid off first.
- c. An employee who chooses voluntary layoff will have recall rights as provided in section 15.02.

15.04 The Employer agrees that no bargaining unit employee shall be laid off, have his normal work week shortened, or experience a reduction in his hourly rate of pay, so that the Employer can assign a welfare recipient, workfare participant, or other such public assistance

recipient/participation to perform the duties of such individual employee's position.

ARTICLE 16 JOB VACANCIES

16.01 **Job Postings:** When the Employer intends to fill a vacancy in an existing job or a new job within the bargaining unit, employees desiring to bid on such job may do so as follows:

- a. Notice of vacancy or new job shall be posted on all Union bulletin boards for seven (7) calendar days from the date the job opening has been posted. The posting shall be sent by electronic mail to all bargaining unit members.
- b. During this seven (7) day period, employees who wish to apply for a posted opening may do so by submitting a bid application. The bid application must be in writing, signed by employee, dated, and be submitted online to the Human Resource Department using the appropriate forms contained on the County employment website. The employee must comply with the employer's procedures and requirements as set forth on the County employment website in order to apply for the vacancy.
- c. The posting shall contain a description of the position to be filled, any required basic and/or special qualifications, rate of pay, location, work shift, and basic duties of said position.

16.02 **Cross-Bidding:**

- a. Vacancies in the bargaining unit shall be offered to employees in the Office/Clerical Unit at the same time that the job vacancy is posted according to Section 16.01 (A) of this article.
- b. Employees in the Office/Clerical Unit shall be considered if there is no qualified bidder from the Communication Technician Unit to fill the position.
- c. If the Employer determines that there is no qualified bidder, the Employer may fill the vacancy from the other sources.
- d. Cross bidding shall not constitute a break in service; therefore, employees shall be promoted according to their current step progression with no loss in credit for longevity, retirement, and vacation accrual.

16.03 **Selection**

- a. It will be the function of the Employer, within fourteen (14) calendar days after the close of the posting period, to select the applicant based on qualifications, experience, training, job performance, and employee's personnel file. When qualifications and experience are relatively equal, then seniority shall be the determining factor in the selection of the applicant. Successful applicants shall be prohibited from applying for any other bargaining unit vacancies for a period of one (1) year from the date of the reassignment, except when applying for a higher classification whereas that employee may be considered one (1) additional time.
- b. The Employer will provide each employee who bid on the posted position and was not selected a written notification within five (5) calendar days subsequent to the selection, listing the reasons why such employee was not selected for the posted position.
- c. The Employer will provide a notice to the Union showing the name, seniority date, and classification of the employee selected to fill the position, or that no employee was selected to fill the position. This notice shall be provided to the Union within five (5) calendar day subsequent to the decision to select or not to select an employee.

16.04 An employee who awarded a position as a result of a job bid may not bid on another vacant position outside the bargaining unit (Communication Technician) during his/her probationary period.

ARTICLE 17 DISCIPLINE

17.01 The Employer shall have the right to discharge, suspend, or otherwise discipline any non-probationary employee for just cause. The Employer will generally follow progressive discipline in correcting behavior, however, discipline may be imposed based on the severity of the conduct or situation as determined by the Employer.

Forms of disciplinary action include:

- a. Written Warning
- b. Written Reprimand
- c. Suspension or Disciplinary Demotion
- d. Termination

17.02 For disciplinary actions of warnings, and reprimands, employee shall be given at least two (2) hours advance notice of the Employer's intent to discipline and of the employee's right to Union representation during the disciplinary meeting.

17.03 The Employer will notify the Union, in writing, at least twenty four (24) hours prior to a dismissal or suspension charge of any bargaining unit member covered by this Agreement. The written notice shall contain the reasons for the disciplinary action to be imposed. The employee shall have the right to Union representation if available. If a Union representative is not available within twenty-four (24) hours, the Employer may proceed with the disciplinary process. Should a situation arise where the Employer determines that due to the seriousness of a situation, an employee or employees be placed on administrative leave and required to leave the employer premises, the Union representative will be notified. An employee charged with a felony or for a crime of violence, drug/substance abuse, or a crime moral turpitude such as dishonesty, theft, or conduct contrary to morality or fraudulent activity, will, at the Employer's discretion, be placed on administrative leave without pay. If the employee has been judiciously exonerated of all charges and returns to employment, the employee will be reimbursed for his/her pay that he/she would have received during the ordered unpaid administrative leave. The Employer shall continue to pay Employer's portion of insurance premiums and the employee will remain responsible for his portion of the premiums as set forth in this contract during the unpaid leave of absence up to a period not to exceed three (3) months.

17.04 Any records of disciplinary action taken against an employee shall expire and not be used against the employee for the purposes of progressive discipline provided 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 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. Last chance agreements are not subject to the above time limitations.

17.05 The Employer shall take disciplinary action within fifteen (15) business days of the date the Employer determines there is cause for discipline. If such disciplinary action is not taken against an employee within such period of time, the disciplinary action is deemed withdrawn. Furthermore, if the Union alleges the Employer engaged in unreasonable delay prior to the date the Employer determined there was cause for discipline of an employee, the Employer agrees to demonstrate to the Union that the delay was not unreasonable. If no agreement is reached as to the reasonableness of the delay, the Employer shall bear the burden of proving reasonableness at any

arbitration of the matter.

17.06 Any suspension shall be for a specific number of consecutive days which the employee would regularly be scheduled to work. Holidays occurring during a period of suspension shall not be counted as work days for purpose of suspension. The employee may request and the Employer may approve that accrued vacation, floating holiday or holiday compensatory time be forfeited up to the length of the suspension. However, a record of the suspension will be maintained regardless of forfeited accrued time as set forth in Section 17.04.

ARTICLE 18 GRIEVANCE PROCEDURE

18.01 The term "grievance" shall mean any dispute or difference between the employee and the 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 against a non-probationary employee (those who have passed initial newly hired probationary period). Such grievance shall be processed in accordance with the terms of this grievance procedure.

18.02 A policy grievance which affects all or a substantial group of employees and arising from the same event or set of facts may initially be presented by the Union at Step 2 of the grievance procedure. Grievances involving the discharge or suspension of a non-probationary employee, or any other running-back-pay liability case, may be brought initially to Step 2 of the grievance procedure.

18.03 The time limits provided for in this article may be extended by mutual agreement of the Employer and the Union. Any grievance not presented within the time limit of any step shall not thereafter be considered a grievance under this agreement. Failure to provide a timely answer under any step of the grievance procedure shall entitle the employee and/or Union to proceed to the next step. Any disposition of a grievance between the Employer and the Union shall be final, conclusive, and binding on the Employer, the Union, and the employees. The Union shall have the right to withdraw any grievances from the grievance procedure, and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any other grievances.

18.04 It is important that the employee complaints regarding suspension and/or discharge be handled promptly; therefore, such disciplinary action may be filed at Step 2 of the grievance procedure.

18.05 Should a grievance, as defined above, arise between the Employer and an employee or Employer and Union, such grievance shall be processed as described below:

Step 1:

An employee who has a grievance will take it up orally with his immediate supervisor. Upon the employee's request, his steward will be present. The Steward or employee should state: This is Step 1 of the grievance process. Such grievance shall be taken up within ten (10) work days of the

incident's occurrence. However in no case may the grievance be filed more than thirty (30) days after the incident of occurrence unless it is a continuing occurrence such as in a continuing payroll error and any potential remedy would be effective upon the filing date. The supervisor shall answer the employee's grievance within ten (10) work days after the grievance is presented to him. A steward having an individual grievance in connection with his own work may ask for the Chapter Chairperson or his designee to assist him in adjusting the grievance with his supervisor. The grievant and the immediate supervisor will both sign the appropriate form (Appendix A) in order to acknowledge the occurrence of Step 1 of this procedure.

Step 2:

If the grievance is not satisfactorily settled at Step 1, the grievant may, within ten (10) work days after receipt of the Step 1 answer, have his grievance reduced to writing and filed by the Union with the Director of Personnel on a Grievance Form setting forth the details of the grievance (namely, the facts upon which it is based, the date and time of 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 Representative. The Director of Personnel, or designee, shall provide a written answer to the grievant and the Union Chapter Chairperson within ten (10) work days of receiving the grievance.

Step 3:

The parties may mutually agree to mediate a grievance prior to the selection of the Arbitrator. The mediator shall be chosen from the panel of arbitrators, but shall not be used as the Arbitrator, should mediation fail and the grievance goes to arbitration. Costs of grievance mediation shall be split between the parties.

Step 4:

If the grievance is not satisfactorily settled at Step 2, it may be submitted for arbitration upon request of the Union in accordance with Step 4 of this Article. Should any grievance not be settled satisfactorily at the second (2nd) step, the Union may, within thirty (30) work days of the receipt of the second (2nd) step answer, submit a request for arbitration to the Employer. **The Union shall 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 mailed to the Employer. If the parties are unable to agree upon which of those nine nominee 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 fees and expenses of the Arbitrator shall be borne by the losing party. The fees will be split in the event of a split award. The Arbitrator shall have jurisdiction only over disputes arising out of grievances as defined herein. The Arbitrator shall not have the power to add to, subtract from, or modify any terms or conditions of this agreement. All decisions of arbitrators consistent with their jurisdiction, power and authority as set forth herein and all pre-arbitration grievance settlements reached by the Employer and Union shall be final, conclusive and binding on the Employer, the Union and the employees. The Arbitrator shall be requested to render a written decision on the parties within thirty (30) days of the close of the hearing.

18.06 Employee Union witnesses, the grievant, and employee Union Representatives shall not lose pay for attendance at mediation or arbitration proceedings.

ARTICLE 19 EMPLOYEE EVALUATION

19.01 Each employee shall be evaluated by his/her immediate supervisor once each calendar year, during the anniversary month of the previous year's evaluation. Both the employee and the supervisor shall participate in all evaluations. The employee shall be given an opportunity to examine all evaluations and discuss the findings with his supervisor, and to sign the evaluation form to indicate that he has done so. In the event any employee refuses to sign an evaluation form, it shall be so noted on the evaluation form by the employee's supervisor and a witness.

Evaluations shall be used for the purpose of calling an employee's attention to perceived area where the employee can show improvement.

19.02 Any additional comments, statements, or objections by the employee to the evaluation, may be indicated on the evaluation form. Employees will receive a copy of all evaluations and memorandums. Such memorandums must be signed by the employee. Employee signature does not mean concurrence with the memorandum, only that the employee has seen and received a copy of the memorandum and evaluation.

ARTICLE 20 PERSONNEL RECORDS

20.01 Personnel files are considered public records as defined in the Ohio Revised Code. Employees shall have access to their records as maintained in the Personnel Office, at a scheduled time and with reasonable notice.

ARTICLE 21 HOURS OF WORK/OVERTIME

21.01 The standard work period for a full-time employee shall consist of forty (40) hours in a seven (7) day period. All hours worked in excess of forty (40) hours in a seven (7) calendar day, period shall entitle an employee to premium compensation at the rate of one and one-half (1½) times their regular hourly rate of pay. Employees shall be given two (2) consecutive days off during the seven (7) calendar day period. Full-time bargaining unit members will be given the first opportunity to work the shift of their preferences based on seniority. Shift selection will begin on November 1 each calendar year and employees will be placed on the shift of their preference on the first full pay period in February.

The work period shall commence at 00:01 hours on Monday and end at 24:00 on the following Sunday.

Negotiated changes in this paragraph, 21.01, shall become effective at the beginning of the first full payroll period after execution of this Agreement.

21.02 Generally public business hours for the Sheriff's Office shall be from 0800 hours to 1630 hours, Monday through Friday excluding Saturday and Sunday and designated holidays. Employees shift times shall generally be as follows:

First Shift	6:30 a.m. - 2:30 p.m.
Second Shift	2:30 p.m. – 10:30 p.m.
Third Shift	10:30 p.m. - 6:30 a.m.
Float Shift	To be scheduled by the Employer as required.

If it is necessary, based upon operational needs, the Employer reserves the right to set the hours, shifts, work days, and work week according to the Employer's needs for continuous operations. Full time dispatchers would require five (5) days advance notice for any schedule shift changes of more than five (5) days. **For schedule shift changes five days or less, full time dispatchers would require an equal number of days advance notice (a day = 24 hours from start of shift).**

Communication Technicians are not permitted to work more than a total of 16 consecutive hours in a twenty four (24) hour period for safety reasons. In the event a Communication Technician has worked 16 consecutive hours and is next on the ordered overtime list he/she will be passed for this mandatory overtime, however the next mandatory overtime requirement will be assigned to this employee.

21.03 Employees who are scheduled to work an eight (8) hour shift shall be provided a thirty (30) minute paid meal period each work day. Employees are required to be present and available to the Employer during the paid meal period. The meal period shall be scheduled as close as possible to the middle of each shift. Employees who are requested and do work four (4) hours beyond the employee's regular quitting time shall be provided a twenty (20) minute paid meal period and each four (4) hours thereafter while the employee continues to work.

21.04 There shall be no duplication (pyramiding) of overtime for the same hours worked or for premium hours paid (i.e., court time, call-in, etc.). Overtime shall be calculated in one-tenth (1/10) hour increments. Only hours actually worked in a work period, pre-approved sick time (does not include same day request or approval), or pre-approved vacation or holiday compensatory time shall be considered hours worked in the work period for the purpose of determining overtime eligibility and payment.

21.05

- a. When the Employer determines that it is necessary to work full time employees beyond their shift, overtime work shall be offered, and distributed as equitable as practical 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. All employees shall provide the Employer one (1) number where they can be reached by the Employer for overtime purposes. This number shall be a land line number, a cell phone number. This number shall then be utilized by the Employer to contact employees under this Article.

When overtime is needed the Employer will page the overtime list to all employees for a duration of twenty (20) minutes. Based on the responses received within that time frame by the Employer the procedures under subparagraph (a) will be followed. If no employee(s) respond to the page, mandatory overtime will be ordered.

- b. On February 1 of each succeeding year of this agreement, charged overtime hours shall revert to zero (0). Initial overtime assignments, at the beginning of the new year, will be offered by order of seniority to qualified employees. Once all employees have been offered overtime opportunities, using these procedures, the offering of overtime opportunities shall then revert to an offering of overtime to the extent practical.

When it is determined that overtime will be posted on the schedule, an email will be sent to all full-time employees with a list of the available overtime. The most senior person will have one working day to select a maximum of two shifts of overtime. That employee will then forward the email to the next eligible person in seniority. The process of forwarding emails will continue until all overtime is filled or is stopped by a supervisor. All emails will be copied to the supervisor as it is forwarded on. When all the shifts are filled, next email will start over with the next dispatcher in seniority.

To sign up for a shift, place your name and the current date next to the shift you are signing up for. To decline signing up for overtime, forward the email with a note in the body of the email stating you are passing on signing up and also your intention of remaining on the list or being removed. Should an employee fail to forward the list on time, they will be removed from the list for the remainder of the quarter. That employee will be able to opt back in at the start of the next quarter.

Employee's that are on any type of leave, resulting in 3 days or more off consecutively, will not be eligible for overtime and shall be skipped.

Employees wishing to opt out of the posted overtime email, should notify the supervisor in writing. Employees can opt back on the list quarterly.

Any overtime not filled will follow article 21. All employees will continue to follow current language in the CBA regarding Article 21. Also no employee may sign up for overtime when they are on an approved shift trade, that would cause them to work their regularly scheduled shifts.

On each occasion, the opportunity to work overtime shall be offered to the employee who has the least number of overtime hours to his credit at that time. If, however, the employee does not accept the assignment or cannot be contacted, or fails to work it, the hours offered shall be charged to the employee and will be recorded and will be part of the total hours to the extent practical. The "total hours" under this provision shall mean all overtime hours worked annually, including overtime hours due to being held over by the Employer, and all hours offered and refused as set forth in this provision. The employee with the next fewest overtime hours to his credit shall then be offered the overtime assignment. If the Employer inadvertently fails to offer overtime to an employee as outlined above, such employee shall be offered the next available overtime opportunity.

If sufficient employees do not accept an overtime assignment/opportunity, the Employer may select a qualified employee from outside the classification or may require the least senior employee in the classification on the shift to work overtime. On the next occasion, the employee who is the next least senior employee on the shift will be required to work the overtime. This procedure will continue until all employees and on the shift have been required, in the inverse order of their seniority, to work overtime. The procedure will then start again with the least senior employee on the shift.

- c. It shall not be necessary for the Employer to follow the procedure set forth in this section in selecting employees to work overtime when the Employer does not have sufficient notice of at least three (3) hours of the necessity for such overtime. In situations where the employee(s) need two (2) hours or less additional time to complete a job, management need not use the overtime list.
- d. 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:

1. Sick leave
 2. Vacation
 3. Authorized or unauthorized leave (one (1) day or more, as well as any portion of a day).
- e. The Employer agrees to post a record of overtime hours worked and/or refused on the departmental bulletin boards every twenty-eight (28) days. This listing of employees shall be by classification, shift, and department.

21.06 Work regularly performed by an employee in the bargaining unit shall not be performed by supervisory personnel and excluded classifications, except as set forth in Article 2, Section 2.03 (Recognition), in order to deny overtime work to bargaining unit employees.

21.07 If a part-time employee works forty (40) or more hours per week for twenty-six (26) consecutive weeks, such employee may, upon his request to the Employer, have his status changed from part-time to full-time. This does not apply in any situation where a part-time employee is filling in to cover a leave of absence of another employee.

21.08 For purposes of daylight savings time adjustments, hours worked will be actual hours: if "spring forward" you may take an hour of vacation, or if you "fall back" and you work the extra hour you will be paid overtime pursuant to the overtime rules herein.

21.09 In the event the County Executive declares that a specific Summit County office, agency, or building be officially closed at which bargaining unit employees of this unit are employed, the bargaining unit employee that is required to stay and work beyond the time of the building closure will receive overtime pay pursuant to this Article for the remaining hours of work within the normal work day. Employees who are required to work on the second and/or third shift will also receive overtime pay if the building remains closed through the remainder of that day and they are still required to report to work. Employees who are not working after the building closes will receive their regular rate of pay for that day.

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

21.10 An employee may exchange a work shift with another employee pursuant to the following:

1. The exchange must be voluntary by both employees

2. The exchange may not involve employees who are completing probationary or trial periods;
3. The exchange may not interfere with the operational needs of the Employer;
4. The exchange may not result in the payment of overtime;
5. The exchange may occur on a holiday, however, the employee that does not work the holiday will forfeit holiday pay;
6. The employee on duty for the exchange will maintain his/her seniority for purposes of mandatory overtime;
7. The employees must notify and receive approval from the Employer regarding the desired exchange of work schedule at least three (3) days in advance of the exchange. Employees must use the Approved Change Form provided by the Employer.
8. The employees will continue to be subject to all other terms of this Agreement including discipline for failure to report to work as scheduled through the exchange.

ARTICLE 22 HOLIDAYS

22.01 Full-time employees shall receive the following paid holidays each year of the agreement:

- | | | |
|-----|------------------------|-----------------------------|
| 1. | New Year's Day | First day in January |
| 2. | Martin Luther King Day | Third Monday in January |
| 3. | President's Day | Third Monday in February |
| 4. | Memorial Day | Last Monday in May |
| 5. | Juneteenth | Nineteenth day in June |
| 6. | July 4 th | Fourth day in July |
| 7. | Labor Day | First Monday in September |
| 8. | Columbus Day | Second Monday in October |
| 9. | Veteran's Day | Eleventh day in November |
| 10. | Thanksgiving | Fourth Thursday in November |

- | | | |
|-----|------------------------|---|
| 11. | Day after Thanksgiving | Fourth Friday in November |
| 12. | Personal Day | To be taken at a time mutually agreed upon between the employee and supervisor |
| 13. | Christmas Day | Twenty-fifth day in 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 act of the County Executive in conjunction with County Council will also be considered as a paid holiday.

22.02 To be entitled to holiday pay, an employee must be on the payroll (actually receive pay) during the week the holiday falls. 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 are required to work on a holiday shall receive one and one-half (1½) times their regular rate of pay for hours worked in addition to eight (8) hours holiday pay or eight (8) hours of compensatory time, at the employee's option. The employee must work the last scheduled work day before the holiday and first scheduled work day after the holiday in order to receive holiday pay or compensatory time. In the event that an employee is absent due to sickness for either or both days, verification, acceptable to the Employer, must be provided with a doctor's slip in order for the employee to receive pay or compensatory time for said holiday.

22.03 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. Employees in classifications that either work in a continuous operation, or a non-Monday through Friday schedule, shall observe the holiday on the dates specified in Section 1 above.

22.04 If a holiday falls during an employee's approved vacation period, he shall be paid for the holiday and his vacation adjusted accordingly.

If a holiday is observed while an employee is receiving sick pay, he shall be paid holiday pay for the holiday within the same period that all other employees receive holiday pay, and such time shall not be deducted from the employee's sick leave balance.

22.05 An employee shall be normally scheduled off on the day requested, for use of holiday compensatory time, upon five (5) days advance notice to the employee's supervisor. However, the granting of such time off requests are subject to the manpower needs of the Employer. Once a holiday compensation day has been approved, no other article of time off request shall supersede (i.e., vacation request).

Holiday compensatory time to an employee's credit as of December 1st of each agreement year shall be paid at the rate of one (1) hour of pay for each compensatory time hour, prior to December 20th, of the calendar year.

22.06 A part-time employee who is normally scheduled to work, but is not because of a holiday, shall receive straight time pay for those hours the employee would otherwise have been scheduled to work. A part-time employee who works a holiday shall receive one and one-half (1½) times his regular rate of pay for those hours actually worked, in addition to straight time holiday pay for those hours scheduled on the holiday.

For purposes of this section, holidays shall be as follows:

New Year's Day	First day in January
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	Nineteenth day in June
July 4 th	Fourth day in July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	Eleventh day in November
Thanksgiving	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	Twenty-fifth day in December

For eligible part-time, non-continuous operations personnel, 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. For eligible continuous operations personnel, holidays shall be observed on the dates specified in this section.

ARTICLE 23 VACATIONS

23.01 Full-time bargaining unit employees, who have completed one (1) year of service

with the County or any political subdivision of the state, shall be eligible for 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. An employee who has attained five (5) or more years of service with the County or any political subdivision of the State shall be eligible for, and annually thereafter, one hundred twenty (120) hours of vacation leave with full pay. An employee who has attained ten (10) or more years of service with the County or any political subdivision of the State shall be eligible for, and annually thereafter, one hundred sixty (160) hours of vacation leave with full pay. An employee who has attained fifteen (15) years of service with the County or any political subdivision of the State shall be eligible for, and annually thereafter, two hundred (200) hours of vacation leave with full pay.

Such vacation leave shall accrue to the employee at the rate of three and one-tenth (3.1) hours each bi-weekly period for those entitled to eighty (80) hours per year; four and six-tenth (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. Employees shall forfeit their right to take or be paid for any vacation leave to their credit which is in excess of the accrual for three (3) years. Such excess leave shall be eliminated from the employee's leave balance.

Upon separation or death of an employee, all earned but unused vacation leave shall be paid in full to the employee or his/her estate.

23.02 No vacation shall accrue while an employee is in a no pay status.

23.03 The Employer shall distribute a vacation calendar in each division beginning on December 15 for the upcoming calendar year. Full-time Bargaining unit Employees should submit their vacation request during this schedule preference period. Each Full-time Bargaining unit employee shall have two (2) calendar days to bid on their vacation. Once requests for bids are submitted and approved for an employee, the employee may no longer change, cancel or otherwise adjust their bid requests until the close of the bid period. Employees may request, prior to February 1, the dates which they prefer to use their accumulated vacation. Full-time bargaining unit Employees may request first and second choices during this preference scheduling period, and shall be notified by February 10th of the date(s) approved for vacation. Such request shall be honored on the basis of the employee's full-time seniority, subject to the following limitations and exceptions:

- a. Based on operational need, vacation bidding cannot result in having more than 2 dispatchers on vacation at any one time and no more than one dispatcher on vacation on any one shift.
- b. Vacation requests submitted after February 1st shall be honored solely on the basis of order of application, and no seniority rights to preferred dates shall exist.
- c. All vacations must be scheduled and approved in advance by the

Employer.

- d. An employee who has received approval of his vacation request, and is subsequently reassigned, shall not lose his right to that approved vacation period.
- e. Approval/disapproval for vacation leave shall be in writing to the employee within seven (7) calendar days from the submission of a request for vacation, if such request is outside the seniority preference period.
- f. Vacation shall not be involuntarily scheduled.
- g. Once vacation requests have been approved, no compensatory time off approval shall supersede the vacation approval.
- h. Vacations are subject to cancellation by the Employer only when resort to overtime, call outs and hold-overs, or any other mechanisms under the contract, are not available to cover a shift.
- i. The employee's request, once approved by the Employer, cannot be cancelled by the employee. However, employees may not take any vacation time if there is no vacation leave available for usage. Vacation may only be cancelled by mutual agreement between the employee and the Division Commander. Vacation leave may only be requested pursuant to allowable amounts as referenced under 23.01 of this Article and pursuant to current vacation balance.
- j. When a full time employee vacancy occurs, and shift roll downs are completed, any second choice vacation preferences submitted, during the employee's assigned vacation bidding time period, shall be approved provided the requirements in 23.03a are met. This only applies to dispatchers lower in seniority than the dispatcher that created the vacancy. Second choice vacation preferences shall be considered for approval over any requests turned in after vacation bidding closed.**
- k. No vacation bidding will occur on December 24, 25, or January 1, due to the holidays.**

23.04 Vacation will be granted in increments of one-half (1/2) hour 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 the showing or proper evidence, and with the approval of the department head, be allowed to charge such absence to sick leave rather than vacation time off.

23.05 An employee may request to receive cash payment for unused vacation of not more than ten (10) days per year and calculated at ninety (90%) percent of the employee's current rate of pay. Approval of the request shall be subject to the Employer's availability of funds. For the purposes of this section, "availability of funds" shall mean those funds that are within the monies budgeted to the Sheriff within any annual appropriation, and which may legally be utilized for such purpose. An employee must submit such request by November 1st of each year and shall be notified of such approval or disapproval by November 15th.

23.06 A part-time employee will be permitted to take unpaid leave for vacation purposes. The amount of such leave shall be equivalent to the amount of time the employee is normally scheduled to work during a two (2) week period. The procedure for requesting such leave shall be the same as that outlined for full-time employees in Section 23.03 of this Article.

ARTICLE 24 CALL BACK PAY

24.01 A full-time employee who has finished his shift and left the premises shall be given at least four (4) hours pay or four (4) hours work at the appropriate overtime rate of pay when called back to work within the same work day.

24.02 A part-time employee who has finished his shift and left the premises shall be given at least two (2) hours pay or two (2) hours work at the appropriate rate of pay when called back to work within the same work day.

ARTICLE 25 REPORT IN PAY

25.01 A full-time 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 provided work, if available, in a different classification.

If no work is available for the employee, the employee shall be paid four (4) hours pay.

25.02 A part-time employee who reports to work on a scheduled work day, and if such work is not available, the employee shall be paid one (1) hour's pay for reporting to work.

ARTICLE 26 SICK LEAVE

26.01 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.

26.02 All employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for

every eighty (80) hours worked and shall accumulate such sick leave to an unlimited amount.

26.03 An employee who is to be absent on sick leave shall notify the Employer so 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.

26.04 Sick leave may be used in segments of not less than one-half (1/2) hour.

26.05 Before an absence may be charged against accumulated sick leave, the employee or designee may require proof of illness, injury or death, or may require the employee to be examined by a physician designated by the Employer 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.

26.06 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 Employer's designee, 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 Employer's discretion, be considered an unauthorized leave and shall be without pay.

26.07 Abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

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

26.08 The Employer 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.

26.09 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children, step children, domestic partner as defined under Summit County Ordinance 169, or parents actually residing with the employee. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employee's parents, grandparents, spouse, domestic partner as defined under Summit County Ordinance 169, spouse's parents, child, step-children, brother, sister, half-brother, half-sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchildren, aunt, uncle, niece, nephew, a legal guardian, or other person who stands in place of a parent, or person in loco parentis.

26.10 The previously accumulated sick leave of an employee who has been separated

from the public service shall be placed to his credit upon his re-employment in the public service, provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service. An employee who transfers from one (1) public agency to another shall be credited with the unused balance of this accumulated sick leave up to the maximum of the sick leave accumulation permitted in the public agency to which the employee transfers.

26.11 No sick leave may be granted to an employee upon termination of employment except as follows:

An employee who retires from active service with the Employer shall be paid sick leave conversion pursuant to the policy of Summit County, (i.e., 50% of accumulated unused sick leave not to exceed 90 days (720 hours)).

26.12 The Employer agrees to permit a full-time employee to take five (5) personal days per calendar year, with such time being deducted from the employee's sick leave balance. Sick time must be available for usage in order to use this leave. Such days must be pre-approved by the Employer.

26.13 **Funeral Leave.**

- a. An employee may utilize up to five (5) consecutive scheduled work days of sick leave, for the purpose of attending the funeral of an immediate family member, as defined in Section 26.09.
- b. Upon making application for benefits under this article, the employee may be required to furnish proof of death, proof of relationship to the deceased, and proof of attendance at the funeral.

**ARTICLE 27
LEAVES OF ABSENCE**

27.01 **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 Treasurer, 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 work day, 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 personal matters (such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc.) These absences will be leave without pay or vacation at the discretion of the employee.

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

27.02 **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 (1) continuous period of time. Employees who are members of those 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.

27.03 **Unpaid Medical Leave.** If an employee becomes unable to perform the essential functions of his or her position due to disabling injury, illness or other medical condition, including pregnancy, he or she shall be given a medical leave of absence, upon presentation of proper medical documentation. Such leave shall not exceed one hundred eighty (180) days. The employee, at his or her option, may utilize any or all accrued sick leave and vacation leave prior to requesting an unpaid leave. Any family and medical leave granted for the same or a related disabling illness, injury, or condition shall be tolled against the one hundred eighty (180) days maximum duration. Except as required by the FMLA, benefits shall not continue or accrue during an unpaid medical leave.

If the employee is unable to return to active work status within the one hundred eighty (180) days, due to the same disabling illness, injury, or condition, the employee will be given a disability separation.

If the employee has been granted a disability retirement, the requirements for reinstatement shall be in accordance with the rules of the Public Employees Retirement System. If a medical examination is requested by the Employer, the Employer shall bear the cost of the examination.

27.04 **Education Leave and Educational Schedule Change.**

- a. Leave without pay may be granted for a maximum period of one (1) year 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 one (1) year period may be permitted. Employees who notify the Employer of their intent to return to work shall be considered for the next

available opening for which they are qualified.

- b. An employee who wishes to take educational classes which would benefit the employee and the Employer may temporarily trade work schedules with another employee to attend such educational classes in accordance with the following:
 1. Such trades must be voluntary and limited to employees in the same classification and status (i.e., full-time or part-time).
 2. Such trades may not involve employees who are completing probationary or trial periods.
 3. Such trades may not interfere with the operational needs of the Employer.
 4. Such trades will be limited to the period of time that the employee is enrolled in the classes.
 5. Such trades may not result in the payment of overtime.
 6. The employees must notify the Employer of their desire to temporarily trade work schedules at least fourteen (14) days in advance of the date that the classes are scheduled to begin (see Appendix B for Educational Schedule Change Form).

27.05 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 provided 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 two (2) years. No paid leave credits shall accumulate during this or any unpaid leave.

The Employer agrees to continue to provide hospitalization insurance benefits, (the employee must pay his/her portion of the insurance premiums) 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.

27.06 Union Leave. Duly selected Union delegates or alternates to the annual convention 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 two (2) weeks advanced, written notice of the employees who will be attending such conventions as herein provided, and shall be limited to no more than a total of two (2) from Communication technician and Office and Clerical Union (one (1) from each unit), except when unusual circumstances exist and approval has been obtained from the Sheriff or his designee. 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 from their employment with the Employer, shall at the written request of the Union and upon the approval of the Employer, receive leave of absence 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.

27.07 **Application for Leave of Absence.** 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, as soon as practicable and the reason for any denial shall be given. An approved/denied copy of any leave of absence under this article will be furnished to the employee.

27.08 **Family Medical Leave Act (FMLA).** All employees are subject to the County's Family and Medical leave policy.

Upon return from Family and Medical leave, the employee will be returned to the same classification or the same pay level (if there are no vacancies in the same classification.) All other benefits and/or terms and conditions of employment shall remain the same unless superseded by this Collective Bargaining Agreement.

27.09 **Personal Leave.** Notwithstanding the above, employees who have completed their probationary period may be granted a personal leave of absence without pay for good cause at the discretion of the Employer, for a period not to exceed six (6) months. The granting of such leave will be based upon the operational needs of the Employer. Application for such leave shall be made in writing at least two (2) weeks prior to the beginning of said leave whenever possible. Any personal leave granted in excess of eight (8) hours must be approved in accordance with agency policies and procedures. Fringe benefits shall not continue nor accumulated during a personal leave.

ARTICLE 28 MEDICALLY RESTRICTED EMPLOYEE

28.01 This contract shall comply with the Americans with Disabilities Act (ADA). An employee that has a disability covered by ADA and who is unable to perform the essential functions of the employee's regular classification after the Employer has exhausted all options to provide a reasonable accommodation according to the Act, if requested by the employee, may be provided employment in a vacant position if the Employer chooses to fill the vacancy, (within the Office/Clerical Unit or Communication Technician Unit at the appropriate rate of a pay for that position), compatible with the employee's disability. This does not waive an employee's rights to their previous classification if medically able to return to work. This clause supersedes job vacancies; however, it does not affect or supersede layoff-recall provisions.

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.

ARTICLE 30 POLITICAL ACTIVITY

30.01

- a. 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-working hours.
- b. Bargaining unit employees shall not run for any Summit County political office.
- c. No bargaining unit employee shall be required to participate in any political activity.
- d. This will serve to confirm the parties' understanding relative to the federal statute prohibiting the activities provided for/allowed under Paragraph A of Article 30 of the collective bargaining agreement. In such cases, it is understood and agreed that the Employer will advise the employee and the Union of the existence of any positions with such prohibitions.

The Employer shall provide any employee believed to be acting in violation of the federal law notice or of said violation. Within fourteen (14) days, the employee shall either cease such activity or provide the Employer with evidence that such activity does not violate the federal law. If the employee has not ceased such activity after the fourteen (14) days, and the Employer still believes the employee is acting in violation of federal law, the Employer shall once again advise the employee to cease such activity within seven (7) days or be subject to discipline, up to and including discharge.

- e. This will serve to confirm the parties' understanding that the Employer agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. deduction as provided for in a written authorization. Such authorization must be executed by

employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer also agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name and of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 31 SAFETY AND HEALTH

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

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

ARTICLE 32 BULLETIN BOARDS

32.01 The Employer shall provide, 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. Reports of Union Committees.
- d. Rulings of policies of the International Union of Ohio Council 8 or Local 1229 AFSCME.

32.02 All other notices of any kind, not covered by "a" through "d" above, must receive prior approval of the Employer or his designated representative.

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

ARTICLE 33 HEALTH AND LIFE INSURANCE BENEFITS

33.01 The Employer shall provide all full-time employees covered by this agreement who qualify for benefits and are on active pay status, hospitalization, surgical, medical and prescription

drug benefits. Employees will be provided reasonable advance notice of changes in health plans.

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. Following the effective date of this agreement, contributions shall be made on the first (1st) 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 Care Coverage benefits as provided under the Ohio AFSCME Care Plan.

ARTICLE 34 OHIO AFSCME LEGAL SERVICES

34.01 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 dollars (\$5.00) per month per each employee who has completed his/her probationary period.

ARTICLE 35 SUB-CONTRACTING

35.01 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 work week, or cause reduction of the employee's rate of pay.

ARTICLE 36 NO STRIKE/NO LOCKOUT

36.01 It is understood and agreed that the services performed by employees included in this agreement are essential to the public 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.

36.02 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.

36.03 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 37 CLOTHING ALLOWANCE

37.01 The Employer's current policy of providing employees with shirts without cost shall continue. All employees that are provided uniforms are required to wear uniforms during their work shift. Upon a showing of damage or reasonable wear and tear to the Employer, an item will be replaced.

ARTICLE 38 WAGES

38.01 Employees shall be compensated pursuant to the following wage progression effective April 1, of each Contract year:

Newly hired and/or promoted employees shall start at the starting rate of the appropriate classification's pay grade, or at the rate earned by the lowest paid employee in the appropriate classification, whichever is greater.

<u>Classification</u>	<u>Grade</u>	<u>Start Rate (hourly)</u>	
		<u>4/2021</u>	<u>4/2022</u>
Comm Tech I	10	\$16.89	\$17.31
Comm. Tech. II	11	\$21.40	\$21.94

There will be no general wage increase for the first year of this Agreement. April 1, 2022 - present salary shall increase two and a half percent (2.5%).

There will be a reopener on the issue of training compensation only for the second year of the contract (April 1, 2022).

Communications Technician

Comm Tech I Full Time: Employees in this position will automatically progress to Comm Tech II Full Time after completion of four (4) years of full-time service with the Summit County Sheriff.

Grade 10: (Comm Tech I) will be used for all new full-time employees and will start at the Starting rate of the Pay Plan. All part-time employees will start at the appropriate starting rate. Part-time employees will never be in Grade 11. Part-time Comm.Tech.I's will never be Comm. Tech. II's.

Grade 11: (Comm Tech II) will be used for those who meet the service criteria above.

In the event any other bargaining unit within Summit County Charter offices (specifically the Summit County Executive's Office and Job and Family Services, Summit County Sheriff's Office [FOP or Supervisors units], 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.

38.02 The pay grades and series for the classifications included in this Agreement shall be as follows:

<u>Classification</u>	<u>Pay Grade</u>
Communication Technician I	10
Communication Technician II	11

38.03 In addition to their regular rates of pay, as outlined in this Article, bargaining unit employees shall receive longevity pay annually in accordance with the following schedule:

<u>Anniversary Date (Years of Service)</u>	<u>Payment</u>
0 through 7 years	0.0% of base salary
8 through 15 years	1.0% of base salary
16 through 20 years	1.5% of base salary
21 years and up.	2.0% of base salary

Payment of longevity shall be made in the pay period that follows an employee's anniversary date.

38.06 **Promotions.** An office and clerical unit employee who is promoted to the communication technician classification will be placed in the first step of the communication technician pay grade that provides the employee with a pay increase of at least seven (7%) percent or the minimum start rate whichever is greater.

38.07 **Demotions.** Any employee who is demoted through a disciplinary action or reduced by voluntarily applying for job assignment/transfer of one or two grades shall receive a 5% reduction in pay or be paid at the highest rate of the employee in that classification, to which the employee is demoted or position bid upon, whichever is lower. Any employee who is demoted through a disciplinary action or reduced by voluntarily applying for a job assignment/transfer of three grades or more shall receive a 7% reduction in pay or be paid at the highest rate of the employee in that classification to which the employee is demoted or position bid upon, whichever is lower. An employee who is reduced to a lower paying position due to a layoff and bumping process will retain their current rate of pay upon such reduction due to a layoff.

38.08 **Temporary Assignments.** In connection with the efficient operation of the Employer, the Employer has the right to temporarily assign an employee to a different classification in the appropriate bargaining unit to fill in for vacations, to fill in for sick leave, or for emergencies.

- a. Assignments due to emergencies shall not exceed sixty (60) calendar days unless an extension is mutually agreed to between the Union and the Employer. Other assignments will be for the period of time needed to fill in for the absent bargaining unit employee.
- b. An employee assigned to a lower paying classification shall receive his regular rate of pay for the duration of the temporary assignment. If a sufficient number of employees do not voluntarily accept the temporary assignment, the qualified employee with the least seniority will have to accept the assignment.
- c. An employee assigned to a higher paying classification shall be paid an additional five (5%) percent for the duration of the assignment. The selection shall commence with the qualified employee with the highest seniority. Such employee may decline the assignment. However, if a sufficient number of employees do not voluntarily accept the temporary assignment, the qualified employee with the least seniority will have to accept the assignment.
- d. Temporary assignments shall not be used to avoid the Employer's obligation to employees under this agreement. A position that is filled by temporary assignment due to emergency for a sixty (60) calendar day period shall then be filled as pursuant to Section 16.01.

ARTICLE 39

SCHEDULE PREFERENCE

39.01 Once a year in the month of November, employees in positions which operate with more than one (1) schedule in a Department or Bureau shall be permitted to designate a schedule preference. The Employer will post the schedules by December 15th to take effect in the first full pay period in February of the following year.

- a. During the application period, each Department and/or Bureau Supervisor shall post, for reference by employees, the available schedules, indicating the shift and days off for each schedule option.
- b. The Department/Bureau Supervisor shall provide each employee with a schedule preference form to designate their preferences.

- c. The employee shall list his first, second, and third preference for the schedule desired on the schedule preference form and shall submit the completed form to the Department/Bureau Supervisor. The schedule preference form shall be time stamped at the time received by the Department/Bureau Supervisor.
- d. Schedule preferences shall be awarded on the basis of full-time seniority.
- e. Employees failing for any reason to timely submit a schedule preference form will be assigned to a schedule designated by the Employer.
- f. If, as a result of filling a vacancy in compliance with Article 16.02(a), Article 23 is violated, the Employer will comply with the provisions of Article 23 regarding vacation scheduling.

39.02 When the Employer determines that a schedule vacancy exists in a Department or Bureau on more than one (1) schedule, the schedule vacancy shall be offered to the other employees in order of seniority. If no employee chooses to accept the schedule vacancy, the Employer may assign the schedule vacancy to the employee with the least seniority.

ARTICLE 40 EMERGENCY PAY

40.01 When an emergency is declared by the Sheriff necessitating a building closure, employees shall be paid in accordance with Section 21.09.

ARTICLE 41 SAVINGS CLAUSE

41.01 Should any article, section, or portion thereof, of this agreement be held unlawful and unenforceable by a final court of competent jurisdiction, such decision shall apply only to the specific articles, sections, or portions thereof, directly specified in the decision. The parties agree to immediately meet and negotiate substitute language for the invalidated article, section, or portion thereof.

41.02 In the 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 completed.

ARTICLE 42 SUBSTANCE ABUSE PREVENTION POLICIES AND PROCEDURES

42.01 All employees shall be subject to the Summit County Substance Abuse Prevention Policy and Procedures.

**ARTICLE 43
PRINTING OF CONTRACT**

43.01 It is agreed that the Employer will print the Collective Bargaining Agreement and provide sufficient copies to the Union.

**ARTICLE 44
PAID PARENTAL LEAVE**

44.01 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.

44.02 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.

44.03 Duration of Leave. An employee who is eligible for Paid Parental Leave pursuant to Section 44.02, 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 44.04, 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.

44.04 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.

44.05 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.

44.06 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.

44.07 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 27.08 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.

44.08 Death of an Unborn or Newborn Child. An employee who would otherwise be eligible for Paid Parental Leave pursuant to Section 44.02, 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 44.03, above, and the Paid Parental Leave shall not terminate due to the death of the child. All other provisions of Article 44 shall apply to Paid Parental Leave granted pursuant to this Section.

ARTICLE 45 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.

44.02 Negotiations upon such proposed amendments or changes in the terms of the agreement covered in the notices of desire to amend shall begin no 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 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 notice to the other, may terminate said agreement.

SIGNATURE PAGE

In witness, whereof the parties have hereunto signed by their authorized representatives this ____ day of _____, 2021.

For the County of Summit Sheriff


Kandy Fatheree, Summit County Sheriff


Donna George, Director of Personnel


Leigh Ann Slaughter, Dispatch Supervisor

For AFSCME, Ohio Council 8, Local 1229



Ramon Medoza, President Local 1229


Mike DeLuke, AFSCME/Council 8


Thomas Stockdale, Chapter Chairperson

For the County of Summit, Ohio


Ilene Shapiro, County Executive


Brian K. Harnak, Deputy Director,
Department of Law and Risk Management


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

APPENDIX A
ACKNOWLEDGMENT OF STEP 1 GRIEVANCE

My signature on this form acknowledges that I did participate in Step 1 of the grievance procedure on _____(date). At this time, we did discuss the following matter:

Signature of Employee

Signature of Supervisor

APPENDIX B
EDUCATIONAL SCHEDULE CHANGE

We, the undersigned employees, are requesting an educational schedule change in accordance with Article 27.04, of the Collective Bargaining Agreement. The purpose of this request is to permit (employee name) to attend the following educational class or classes.

Such class(es) is scheduled to begin on _____ (date) and end on _____ (date).

Signed by:

(Name)

(Date)

(Name)

(Date)

APPENDIX C
LETTER OF UNDERSTANDING
REGARDING GRIEVANCE PROCEDURES

This will serve to confirm the parties' understanding relative to an employee's right to individually pursue a grievance in accordance with Section 4117.03 of the Ohio Revised Code. In doing so, any such employee will be required to sign a waiver releasing the Union from representation and acknowledging that he/she may not be represented by any outside representatives (see Attachment A).

It is also understood and agreed that any proposed adjustment made to an individually pursued grievance shall not be inconsistent with the terms of the collective bargaining agreement then in effect and the Union representatives shall be present at the adjustment unless they decline such opportunity in writing.

It is further understood and agreed that any adjustment of an individually pursued grievance will not be construed as precedent nor will it be cited by either party in connection with any other grievance.

For the Employer

For AFSCME 1229

Director of Administration

Staff Representative

Date signed: _____

Date signed: _____

SUMMIT COUNTY SHERIFF'S OFFICE

UNION LEAVE TIME FORM

NAME OF UNION OFFICIAL: _____ BUREAU _____

DATE UNION BUSINESS OCCURRED: _____

TIME UNION OFFICIAL LEFT WORK AREA: _____

PLACE OF UNION BUSINESS: _____

SIGNATURE OF UNION OFFICIAL'S SUPERVISOR: _____

PURPOSE OF UNION BUSINESS:

☐ DISCIPLINE/REPRESENTATIVE MEETING

☐ INVESTIGATIVE/PROCESS GREIVANCE

☐ LABOR MANAGEMENT MEETING

☐ CONFERENCE

DATES OF CONFERENCE:

FROM: _____ TO: _____

☐ NEW EMPLOYEE ORIENTATION

☐ OTHER _____

TIME UNION OFFICIAL RETURNED TO WORK AREA: _____

SIGNATURE OF UNION OFFICIAL'S SUPERVISOR: _____

SIGNATURE OF UNION OFFICIAL: _____

COMPLETED FORM IS TO BE SUBMITTED WITH TIME SLIP

ATTACHMENT A
EMPLOYEE WAIVER UNION REPRESENTATION

I have elected to present a grievance and have it adjusted without intervention of the Union. Therefore, I am releasing the Union, in this instance, from its representation obligations. I further acknowledge that I may not be represented by any other outside representative.

Signature of Employee

Date

