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2033-01  
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COLLECTIVE BARGAINING AGREEMENT

AND

MEMORANDUM

RICHLAND COUNTY COMMISSIONERS  
RICHLAND COUNTY CLERK OF COURTS

AND

LOCAL 3988, AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES, AFL-CIO AND

OHIO COUNCIL 8, AFSCME, AFL-CIO

Effective

October 1, 2014 - September 30, 2015

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**PREAMBLE/PURPOSE**

This Agreement, entered into by the Richland County Commissioners, and the Richland County Clerk of Courts, hereinafter referred to as the Employer, and Local 3988, American Federation of State, County and Municipal Employees, AFL-CIO and Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as Union, has as its purpose the following: To comply with the requirements of Chapter 4117 of the Ohio Revised Code and to enable the employees covered by this Agreement to participate through Union representation in negotiating the wages, hours, terms and other conditions of employment; and to establish a procedure for the resolution of differences between the parties.

**ARTICLE 1 - RECOGNITION**

Section 1. The parties have voluntarily agreed to enter into bargaining pursuant to O.R.C. 4117.06 (D) for the following unit:

<u>NAME</u>	<u>CASE NUMBER</u>
Richland County Clerk of Courts	92-REP-09-0207

Section 2. The above listed Employer recognizes the Union as the sole and exclusive representative for the employees listed in the above referenced SERB Certification or any subsequent board sanctioned amendments thereto. This certification shall be incorporated into this Agreement as Appendix A. Hereinafter the Employer will be known collectively as the Employer unless otherwise specified.

Section 3. Upon the request of either party, the Employer and the Union will discuss whether any new positions should be included in the bargaining unit. The Employers shall notify the Union within ten (10) days of the establishment of any such classification. A job description will be written (by the Employer) based upon the duties, equipment utilized, etc. If the parties cannot agree regarding inclusion in the unit(s), the Union may seek what recourse it has before SERB.

Section 4. If SERB rules in favor of inclusion of a classification(s) into the bargaining unit, such inclusion shall become effective the date of the SERB action, and a labor-management committee meeting shall be scheduled at a mutually agreed upon time to negotiate appropriate pay grade.

Section 5. The Employer agrees that employees in classifications excluded from the bargaining unit shall not be reclassified or retitled into any bargaining unit classification covered by this Agreement.

Section 6. Non-bargaining unit employees may not perform work usually performed by members of the bargaining unit except for the purpose of relieving an employee for a short period of time not to exceed one-half (½) hour at any one time or in the case of unavailability of an employee due to illness, vacation or leave of absence, and except the following positions may perform work otherwise performed by members of the collective bargaining unit, but not to exceed the corresponding hours per week.

- 1.. The Clerk of Courts, Chief Deputy Clerk 1, Chief Deputy Auto Title, Auto Title Supervisor, Domestic Relations Supervisor and Finance Supervisors shall only perform work normally performed by bargaining unit employees when training of new hires or on days when one or more bargaining unit employees are absent from work from any division (Auto Title, Civil/Criminal, Domestic, Filing, Finance) for any reason (use sick leave, vacation leave, compensation time leave, personal day leave, birthday leave, FMLA or other leaves), for any length of time. The Clerk of Courts, Chief Deputy Clerk 1, Chief Deputy Auto, Auto Title Supervisor, Domestic Relations Supervisor and Finance Supervisors will perform such work when their schedules permit, at the discretion of the Clerk of Courts.
2. Clerk's Office Supervisor/Criminal and Civil will work twenty-five (25) hours per week. This work will take place on a weekly basis, and not just for the purpose of relieving an employee for a short period of time not to exceed one-half (½) hour at any one time or in the case of unavailability of an employee due to illness, vacation or leave of absence.

## **ARTICLE 2 CHECKOFF**

Section 1. The Employer agrees to deduct Union Membership dues in accordance with this Article for all employees eligible for the bargaining unit.

Section 2. The Employer agrees to deduct regular union membership dues once each two (2) weeks from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer. A check payable to AFSCME Ohio Council 8 will be remitted on a biweekly basis to the Controller, 6800 North High Street, Worthington, Ohio 43085-2515.

Section 3. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the finds

are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 4. The Employer shall be relieved from making such individual "check-off" deductions upon an employees: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining units; (3) layoff from work; (4) an unpaid leave of absence; (5) written revocation of the check-off authorization in accordance with the terms of the checkoff card/authorization card.

Section 5. The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of dues.

Section 6. The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the union dues deduction would normally be made, by deducting the proper amount.

Section 7. The Union shall notify the Employer in writing of any increase in the current dues being deducted. Such increase of dues shall be deducted in the second pay period following notification of any increase in dues.

Section 8. Except as otherwise provided herein, each eligible employees written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

Section 9. Each bargaining unit employee who is not a member of the Union shall, as a condition of employment, pay a fair share fee to the Union. Fair share fee shall commence the first day after the completion of the probationary period for (1) all bargaining unit employees and (2) all persons hired during the duration of this agreement.

Section 10. Fair share fees shall be paid by automatic payroll deduction. Fair share fee deductions do not require prior authorization from the affected employee. Fair share fees shall be deducted in amounts determined by the Union.

Section 11. Fair share fee payroll deductions and transmittals shall be made in the same manner provided herein for dues deduction. The Employer shall provide the Union an alphabetical list of the names and addresses of each employee on whose account a fair share fee was deducted during the previous month including the amount of the deduction.

Section 12. Changes in the amounts to be deducted shall become effective on the thirtieth (30th) calendar day after their actual receipt by the Employer.

Section 13. Both the Employer and the Union intend that this article be lawful in every respect. If any court of last resort determines any provision of this article is illegal, that provision, alone, shall be void. Invalidation of any provision of this article does not invalidate the remaining provisions. If a provision is judicially invalidated the Employer and the Union shall meet within fourteen (14) calendar days after the entry of judgment to negotiate lawful alternative provisions.

Section 14. The Union intends 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 hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The Union shall pay all court costs that may be expended in the defense of any suit or other legal proceedings brought to challenge this provision of this agreement.

### **ARTICLE 3 JUSTICE AND DIGNITY**

#### **NO DISCRIMINATION**

Section 1. The Employer's policy is that all employees will enjoy equal employment opportunity; therefore, no employee in the bargaining unit shall be appointed, reduced, removed or in any way favored or discriminated against, to the extent prohibited by law, because of race, national origin, religion, sex, age, handicap disability or political affiliation. Neither party shall discriminate against any employee on the basis of Union affiliation or lack thereof. References to either gender in this Agreement shall be understood to include male and female employees.

#### **DISCRIMINATORY HARASSMENT**

Section 2. The Employer agrees that employees shall not engage in nor suffer discriminatory harassment. Complaints of discriminatory harassment shall be brought to the employee's supervisor or the Appointing Authority for investigation and action in accordance with the County's Policy against discriminatory harassment.

### **ARTICLE 4 MANAGEMENT RIGHTS**

Section 1. Except as specifically limited in this Agreement, the Employer shall have the exclusive right to administer its business in addition to all other functions and responsibilities which are required by law. Specifically, the Employer's exclusive management rights include, but are not limited to the following:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion of policy such as the addition or deletion of functions and programs of the Employer; the establishment of standards of services; determination of its overall budget; utilization of technology; and organizational structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of 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, or lay off, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Employer as a unit, including decisions to increase or decrease the mission; to expand, contract the facilities; and to contract or subcontract programs, activities and functions;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the public Employer.

Section 2. The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the function of the Employer. The above-enumerated rights shall not modify and shall be consistent with the provisions of this Agreement.

## **ARTICLE 5 DEFINITIONS**

### DAYS

Section 1. Unless otherwise specified, the term "days" for the purpose of this Agreement shall mean normally scheduled working days for each individual employee.

Unless otherwise specified, the first day of a time limit shall be the day following the occurrence, which causes the time to begin.

Section 2. A "full-time employee" shall mean any employee who regularly works 35 or more hours in each calendar week.

**ARTICLE 6 UNION REPRESENTATION**

Section 1. Employees selected by the Union to act, as Union representatives for the purpose of investigating and processing grievances and the administration of this Agreement shall be known as stewards. Each steward shall be permitted an alternate steward who shall be recognized and be permitted to act as steward only when the regular steward is absent from work.

1. The number and districts of the stewards shall be as follows:

Clerk of Courts: (Group 2)

- |                 |           |
|-----------------|-----------|
| - Auto Title    | 1 Steward |
| - Court/Records | 1 Steward |

Section 2.

- A. Stewards shall be permitted to participate in each grievance during working hours with no loss of pay upon notification to, and approval of, the immediate supervisor. If the supervisor denies permission, it will not be arbitrary and said supervisor must give the steward a reasonable alternative time in which to process the grievance, which shall in no case exceed twenty-four (24) hours from the initial notification. Before leaving the work area, the steward shall notify the supervisor and shall notify the supervisor upon return, before entering a work area other than his/her own; the steward shall notify the supervisor that he/she will be in the area and the purpose of his/her business. Grievance administration between the steward and employee shall occur during non-working hours unless the steward first contacts the immediate supervisor and approval is obtained. Lack of approval shall not be arbitrary.
- B. The local Union President or his/her designee and the Clerk of Courts or his/her designee shall be released from his/her normal duty hours upon prior request and approval of his/her supervisor to engage in local business and educational matters of the Union. This time shall not apply to Union conventions. Approval shall be contingent on the work or duty demands of the employer. The local Union President or his/her designee and the Richland County Clerk of Court Steward may engage in such matters without loss of pay for up to 12 hours in a yearly quarter (3 mos) the first year of the Agreement and up to 8 hours in a yearly quarter the second and third year of this Agreement. Such hours may not be carried over from quarter to quarter.
- C. The Union's Staff Representative, upon prior notification to the Employer, may consult with the employees covered by this Agreement before the start of or at the completion of the days work. He/she shall be permitted into work areas at all reasonable times only for the purpose of adjusting grievances and assisting in the settlement of disputes provided

he/she first contacts the department supervisor and the employee's required work duties reasonably permit the representative's presence.

- D. The Union shall notify Employer in writing of the names of the union officers, stewards, alternate stewards within five (5) working days after appointment or the employee will not be recognized as a steward or officer. Stewards shall not lose pay while processing grievances through the grievance procedure, disciplinary matters through the disciplinary process and grievance meetings including arbitration.

## **ARTICLE 7 BULLETIN BOARDS**

Section 1. Bulletin Boards and space shall be supplied by the Employer as follows:

Clerk of Courts	1 Auto Titles
	1 Court/Records

## **ARTICLE 8 LABOR MANAGEMENT MEETINGS**

Section 1. Labor Management meetings shall be convened upon mutual agreement by the parties. Normally such meetings shall only involve employees of a specific appointing authority (i.e. Clerk of Courts), unless all of the appointing authorities listed in Article 1, Recognition, and the Union agree otherwise.

Unless the parties agree otherwise, there shall be (in addition to the Staff Representative) the following number of employee representatives designated by the Union for each appointing authority:

Clerk of Courts: Three

Section 2. Each party will furnish the other with a written agenda at least four (4) working days in advance. The purpose of such meetings shall be to:

- A. Discuss administration of this Agreement.
- B. Notify the Union of any changes made by the Employer, which affect bargaining unit members.
- C. Disseminate general information of interest to the parties.
- D. Discuss other matters mutually agreed to by the parties.

Section 3. Labor/Management meetings are not intended to be negotiation sessions to alter or amend the basic agreement.

Section 4. Both parties have a shared commitment to respond, within ten (10) working days, to issues raised by the other party per their request made prior to the end of each Labor /Management meeting.

## **ARTICLE 9 CORRECTIVE ACTION**

Section 1. No employee shall, for disciplinary reasons, be suspended, reprimanded or discharged without just cause. Discipline shall be applied uniformly to all employees. Progressive discipline shall be utilized for minor infractions.

Section 2. Disciplinary action shall include verbal reprimands, written reprimands, suspensions without pay, demotions, and discharges.

Section 3.

- A. No disciplinary action involving suspension without pay, reduction in pay or discharge shall be decided before scheduling a predetermination hearing, conducted by the Employer or his designee. Union representatives shall be notified of such hearings prior to their being scheduled and may be present to represent employees at such hearing at the employee's request.
- B. Any discipline against an employee must be initiated within fifteen (15) workdays after the Employer has knowledge of the event necessitating the discipline except for a matter involving possible criminal action as solely determined by the Employer.

Section 4. Discipline shall only be carried out by non-bargaining unit supervisory personnel. All discipline shall be issued to employees in writing and shall include:

- A. Date of alleged occurrence.
- B. Nature of violation, citing the specific work rule or policy.
- C. Signature of issuing individual and date of discipline.

The Employer agrees that all disciplinary conferences shall be carried out in a private and businesslike manner.

Section 5. Records of verbal warnings will no longer be active twelve (12) months after the effective date of such warning, providing there is no intervening disciplinary action for any similar offenses during that time.

Written records of disciplinary reprimands and/or suspensions will no longer be active eighteen (18)

months after the effective date of the disciplinary action providing there is no intervening disciplinary action during the eighteen (18) month period. Disciplinary measures are no longer active under the terms of this Section shall not be used in determining subsequent disciplinary action.

## **ARTICLE 10 PERSONNEL FILES**

Section 1. The Employer agrees to provide one (1) copy of each entry in the employee's personnel file at no cost to the employee upon the employee's request. Thereafter additional copies shall be made available at \$.10 per copy.

Section 2. Employees shall have the right to inspect Personnel files and such inspection will be scheduled within three (3) work days of request. A Union representative may accompany an employee during inspection of her/his personnel file.

Section 3. Copies of any written reprimands, warnings, suspensions, or terminations entered into an employee's personnel file shall be given to the employee and shall be offered to the employee for signing as proof of such material being provided.

Section 4. The Employer agrees to isolate all medical records from the employee's personnel file and place them in a separate file which shall only be available for inspection by the employee or their designated representatives.

## **ARTICLE 11 GRIEVANCE PROCEDURE**

### Section 1. Grievance Defined

A grievance is a complaint that the Employer has violated this Agreement or a dispute as to the meaning and application of a provision of this Agreement.

There shall be an earnest and honest effort to settle disputes and controversies promptly. The procedures of this Article shall serve as a means of settlement of all grievances. In the event that an employee believes any reprimand, suspension, demotion, or discharge -- is without just cause, such may be made the subject of the grievance procedure.

### Section 2. Time Limits

- A. The limits in days under each Section shall be counted as calendar days unless otherwise specified. The number of days indicated at each level shall be considered a maximum. The time limits, however, may be extended or the steps herein waived by the written mutual agreement of the parties.

- B. If any grievance is not initiated at Step One within seven (7) days after the employee knew of the event or condition upon which it is based or with reasonable diligence should have known of such event or condition or is not appealed to the next appropriate step within seven (7) days of the Employer's decision at the previous step, the grievance shall be considered nonexistent, shall no longer be deemed a grievance, and may not be processed as such.
- C. If the Employer fails to respond within the established time limits at any step of the grievance procedure, the grievance shall be considered resolved in favor of the grievant without precedent.

Section 3. Procedure

- A. Step One - Discussion
  - 1. Prior to the presentation of a written grievance, employees may first attempt to resolve the issue with the Employer through discussion. If the employee chooses not to discuss the issue, the matter would then proceed to Step Two of this procedure
  - 2. The employee has the right to do this with their union representative present.
  - 3. If this matter is not resolved to the employee's satisfaction within three (3) days following the discussion, the grievance may be reduced to writing and the employee may proceed to Step 2 of the grievance procedure.
- B. Step Two - Immediate Supervisor
  - 1. Any employee with an alleged grievance may file the grievance in writing with his/her immediate supervisor or their designee. Such written filing must take place no later than the time limit set forth in Section 2 of this Article and shall state the specific section of this Agreement at issue.
  - 2. The immediate supervisor within seven (7) days of receipt of the grievance, shall, upon request, conduct a meeting concerning the grievance. The meeting shall include the grievant and the representative and may include other employees who have personal knowledge of facts relevant to the grievance.  
Within seven (7) days or if no meeting is held, within seven (7) days of receipt of the grievance the immediate supervisor or their designee will issue a written decision, containing the reasons therefore, as to the disposition of the grievance. A copy will be furnished to the grievant and the Union.
  - 3. If the Union does not refer the grievance to Step Three of this procedure within seven (7) days after the written decision rendered in this Step, it shall be considered to be satisfactorily resolved on the basis of the decision of the

supervisor or their designee.

C. Step Three - Appointing Authority

1. The union or the grievant may appeal a grievance disposition at Step Two of the grievance procedure. This appeal must be requested in writing to the Appointing Authority or their designee within seven (7) days after the written answer was given under Step Two of the grievance procedure set forth above. Otherwise, the matter shall not be made a subject of appeal. The Appointing Authority or their designee shall hold a meeting at which time he/she shall allow the grievant and his/her representative to be heard. The Appointing Authority or their designee shall issue a written decision on the matter within seven (7) days after the grievance meeting.
2. If the Union does not refer the grievance to Step Four of this procedure within thirty (30) days after the decision rendered in this Step, it shall be considered to be satisfactorily resolved on the basis of the decision of the Appointing Authority or their designee.
3. Upon mutual agreement by both parties, suspension, demotions and terminations may be appealed directly to Step Three.

D. Step Four - Mediation

The parties agree that they may utilize the services of a mediator in the future to resolve pending grievances. The use of a mediator for such purpose shall be by mutual agreement of the parties as to an identified grievance or grievances and according to procedures mutually agreed to in writing in advance of the mediation process. The Union and the County shall meet periodically to attempt to resolve matters prior to mediation or arbitration.

E. Step Five - Arbitration

1. The Union may appeal a disposition at Step Three of the grievance procedure to this Step by providing the Appointing Authority with a written and signed notice of intent to arbitrate within thirty (30) days of the decision at Step Three. Within seven (7) days after presentation of the notice of intent to arbitrate, the parties shall attempt to agree upon an arbitrator. In the event of a failure to mutually agree upon an arbitrator, the Union will request a list of seven (7) names of arbitrators from the Federal Mediation and Conciliation Service (FMCS). After receipt of the list of arbitrators from FMCS, the Employer and the Union will alternately strike names from the list until the name of one (1) arbitrator remains.

The party requesting arbitration shall strike first. The Union will notify FMCS of the arbitrator whose name is not struck and who will serve as arbitrator for the grievance. Either party shall have the right to reject one list submitted by the FMCS. As soon as the arbitrator has been selected, he/she shall proceed to schedule a hearing on the matter in dispute. The Union and the Employer shall be afforded a reasonable opportunity to present evidence and be heard in support of their respective positions. Each party shall bear the expense for the cost of calling its witnesses (including any lost wages) to testify in its case. The losing party shall bear the cost of the services of the arbitrator. Either party may request that a written transcript of testimony be taken, which shall be paid by the requesting party.

2. By mutual agreement of the parties, Step One and/or Step Two may be waived. The arbitrator shall make a decision within thirty (30) calendar days after submission of the case to him/her after such hearing and shall be final and binding upon the employer and the Union and upon the employee or employees involved. It is agreed that the authority of the arbitrator shall be as follows:
  - A. The arbitrator shall have the authority to interpret this Agreement and apply it to the particular case under consideration, but shall be limited to the interpretation and application of this Agreement.
  - B. The arbitrator shall have no authority to add to, strike from, or modify any of the terms of this Agreement, or to pass upon any issue excluded from arbitration by the terms hereof.
  - C. The arbitrator shall have the authority to decide only the issue or issues which the parties have agreed to submit to the arbitrator as above provided.
  - D. All decisions of arbitrators consistent with their jurisdiction, power and authority as set forth herein, and all pre-arbitration grievance or disciplinary settlements reached by the Employer and the Union shall be final, conclusive and binding upon the Employer, the Union and the employees.

Section 4. Representation

- A. During the term of this Agreement, no employee covered hereunder may be represented by any organization other than the Union on any grievance initiated pursuant to the provisions of this Agreement.

- B. The Union itself shall have the right to initiate a grievance if the subject matter involved concerns an alleged violation of this Agreement with respect to a matter affecting two (2) or more employees covered hereunder.

Section 5. Copies

- A. Copies of all written answers to grievances shall be sent to the grievant involved, the local Union President and the Union Staff Representative.
- B. Nothing in this Agreement shall require the Union to pursue any grievance at any level or prohibit the Union from exercising discretion in determining whether or not to pursue an alleged grievance. However, the Union shall indemnify and hold the Employer harmless as to any claim by a grievant based on the Union's action in not pursuing an alleged grievance

**ARTICLE 12 HOURS OF WORK/OVERTIME**

Section 1. The standard work week for full-time employees of the Clerk of Courts shall be as follows:

Clerk of Court

Legal Division & Auto Title

Monday through Friday 8:00 a.m. to 4:00 p.m.

Clerk of Courts & Auto Title

- Employees shall not work overtime during their lunch hour.
- Overtime shall take place at the beginning or the end of their workday.
- Employees will have to finish out their day without receiving overtime compensation, not to exceed one (1) hour per day, for the purposes of finishing up with a client or balancing out for the day. Except for the bookkeeper that stays over with another employee while balancing out, will receive overtime compensation.
- Overtime will be approved for backlog of work, when deemed necessary by management, with compensation as follows: Employees required to work overtime will be compensated at straight time as comp time for any time worked thirty-five (35) hours per week up to forty (40) hours. Any time worked beyond forty (40) hours per week will be compensated at time and one half.

Section 2. Employees shall take one fifteen (15) minute break in the a.m. and one fifteen (15) minute break in the p.m.

## **PAID LUNCH HOUR FOR CLERK OF COURT EMPLOYEES**

All employees shall receive an hour paid lunch as long as the employee works at least three (3) hours in the day. Hours worked can be before or after the lunch break. The lunch hour may be attached to an employees leave. Example, if you work 8-12 then takes the rest of the day off 12-4, your lunch would be from 12-1 and vacation would be from 1-4.

Section 3. All overtime hours worked, employees will be paid at the rate of time and one-half of the regular rate of pay for hours worked in excess of their respective standard work week in any one scheduled work week. For purposes of computing overtime pay, the hours an employee spends in active pay status during his/her normal schedule of hours shall be deemed as hours worked. Overtime hours will be submitted for payment, if the employee elects overtime pay in lieu of compensatory time, by the next pay period following the pay period the overtime was earned.

Section 4. Compensatory Time - in lieu of overtime pay, an employee may request compensatory time at the rate of time and one-half for the hours of overtime actually worked; provided that no employee may accrue entitlement to compensatory time in excess of one hundred twenty (120) hours. Clerk of Courts Compensatory leave time must be approved in advance and shall be granted only in increments of not less than one-half (½) hour unless mutually agreed to by the parties.

Section 5. Active Pay Status shall be defined to be conditions under which an employee is eligible to receive pay, and includes, but is not limited to, vacation leave, sick leave and personal days, or other conditions in accordance with this Agreement.

Section 6. When overtime is required, the overtime shall be assigned to the employee(s) normally assigned to the required duties. Temporary employees will not be offered overtime opportunities. In instances where more "normally assigned" employees are available than are required for the assigned overtime, the overtime shall be offered voluntarily. Offers shall be rotated in as equitable manner as possible.

For purposes of implementing scheduled overtime, the following procedure shall be followed:

### Overtime Assignment Procedure

1. A list of all eligible employees shall be prepared ranking the employees by seniority as of the effective date of the collective bargaining agreement.
2. Commencing on the effective date of the collective bargaining agreement, the Employer shall offer Overtime to the most senior employee normally assigned to the required duties. All offers of Overtime will be orally made by the Employer or his designee directly to each employee. The employee must be available at the time the contact made by the Employer's designee and must talk directly with the employee. Each employee, when contacted, must answer yes or no to the Employer's offer of Overtime. In the event any

employee is unable to be personally and directly contacted by the Employer's designee, or is otherwise on approved sick leave, then the Employer's designee shall indicate and record that such employee was not available (N/A). When an employee is not available (N/A) for the initial Overtime opportunity, then such employee's eligibility by seniority alone shall not be changed, but shall otherwise remain eligible for each succeeding Overtime offer until personally and directly contacted by the Employer's designee.

If an employee personally declines the offer of Overtime, he/she shall be credited the number of hours offered, as if he/she had worked the hours.

3. After the initial opportunity for Overtime based on the most senior employee normally assigned to the required duties has been completed; thereafter, all Overtime Assignments shall be offered to the employee who would normally be assigned to the required duties but who has the least number of Overtime hours to his credit at that time. In the event more than one employee has the same number of Overtime hours, Overtime shall be offered by seniority. If an employee does not accept the assignment, the employee with the next fewest number of Overtime hours to his/her credit shall be offered the Overtime. This procedure shall be followed until all the eligible employees have been equitably selected for the Overtime work. In the event all eligible employees have achieved the same credit for Overtime hours, then the selection procedure based on the then current seniority as otherwise provided in paragraph 2 shall be repeated.
4. When insufficient volunteers are available for Overtime, then the Employer has the option of either (1) requiring the least senior employee normally assigned the required duties who can be contacted directly and personally to work, or (2) permitting non-bargaining personnel to perform the particular assigned duty.
5. If an employee is entitled to work Overtime and is not offered Overtime, he/she shall be offered the next available opportunity for Scheduled Overtime. In the event an employee is not offered overtime for a second time to which he/she is entitled within a period of six (6) months or less from the first non-offer of entitled overtime, then the employee shall be compensated at the appropriate rate of Overtime pay. When the employee receives such compensation he/she shall be credited as if Overtime was worked.
6. When a new employee is hired and has completed the probationary period, then he/she shall be credited with the highest number of hours on the employee listing, plus one hour.
7. A record of Overtime hours worked and of Overtime hours offered, but not worked by each employee, shall be posted on the Union bulletin board and provided to the Local

President on a bi-weekly basis. The Union shall assist the Employer to insure the accuracy of the Overtime record.

8. The Overtime assignment shall not apply to or restrict the Clerk of Court and his Chief Deputy from issuing criminal bonds. All Court of Appeals work shall be exempt from the Overtime provisions and will not be performed by bargaining unit employees.

Section 7.     Declared Closures.

Upon days when an Employer officially declares the Department's closure due to weather or other emergencies, employees shall not lose any regular compensation, i.e. receive normal hourly wages and benefits due them if they would have normally been scheduled to work. Group 3 employees may be required to work at their regular hourly rate on days other county departments or agencies close as determined by the director or his/her designee.

**ARTICLE 13**                                   **VACANCY AND PROMOTIONS**

Section 1.     Whenever the Employer determines that a permanent vacancy exists, a notice of such vacancy shall be posted on the employee's bulletin board for five (5) days. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the Employer. The Employer shall not be obligated to consider any applicants whose applications are submitted after the expiration of the posting period or who do not meet the minimum qualifications for the job.

Section 2.     Posting shall contain the classification title, rate of pay, minimum educational and experience qualifications, and a brief summary of job duties and such notices shall be given to the local union president.

Section 3.     Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position pending the Employer's determination to fill the vacancy on a permanent basis. If the Employer determines to fill the vacancy on a temporary basis, the temporary vacancy shall be filled in accordance with Article 14 of the Collective Bargaining Agreement.

Section 4.     All timely filed applications shall be reviewed considering the following criteria: qualifications, experience, education, work record, previous job performance, disciplinary record, seniority. Where two employees are equally qualified for a position, the employee with the most seniority shall be awarded the position. For the purposes of this section only, seniority for part-time employees applying for a vacancy or promotion would be based on their total number of hours worked since the beginning of their most recent period of employment within the department.

Section 5. Where the Employer receives applications from qualified employees for a promotional opportunity or lateral transfer, the Employer shall select from only among those employees when filling the position.

Section 6. Once the selection has been made by the Employer, the Employer will notify all applicants and the Union of the selection.

Section 7. All employees awarded a vacancy shall serve a ninety (90) day probationary period.

Section 8. An employee selected shall be considered to have qualified for the position when he/she satisfactorily performs the required duties with proper training by supervision, and when he/she has completed the appropriate probationary period. Should an employee not satisfactorily complete the probationary period for a position acquired through job posting, he/she shall be returned to his/her former position with no prejudice. The probationary reduction shall not be subject to grievance.

Section 9. Within thirty (30) days after the completion of the posting period, the Employer shall select an employee applicant or within sixty (60) days, the Employer shall select a non-employee applicant, unless the Employer has subsequently decided the position will not be filled. If the Employer determines not to fill a position, he shall notify the Local Union President within ten (10) days following the sixty (60) day period. The Employer agrees that its intentions are not to post positions that it does not intend to fill.

#### **ARTICLE 14 TRANSFERS AND UPGRADES**

Section 1. Temporary Transfers

- A. In connection with the efficient operation of the Appointing Authorities the Employer has the right to temporarily transfer an employee to fill in for vacations, to fill for sick leave, or for emergencies. Such transfers shall not exceed fifteen (15) working days except for sickness or leave of absence or unless mutually agreed to between the Union and the Appointing Authorities. Selection of the employee to be transferred will be made among the employees who possess the capabilities and abilities to perform the duties of the classification temporarily vacant. If capabilities and abilities are relatively equal, then the most senior employee will be offered the transfer. If the employee offered the transfer declines to accept the transfer, it will be offered to the next qualified/senior employee. If no employee accepts the transfer, the least senior employee who possesses the capabilities and abilities to perform the duties of the classification will be assigned to the temporary transfer.

Section 2. Temporary Upgrades

- A. When the Employer requires a bargaining unit member to perform duties of a supervisor, the Employer shall select the senior employee that possesses the capabilities and abilities to perform the job duties, if the senior employee declines the Upgrade, the Employer shall select the next senior employee that possesses the capabilities and abilities to perform the duties of the supervisor. If no Bargaining Unit member accepts the Temporary Upgrade, the Employer shall assign the Temporary Upgrade to the least senior employee, in the Bargaining Unit, that possesses the capabilities and abilities to perform the job duties of the supervisor. Such Temporary Upgrade shall not exceed fifteen (15) working days except for sickness or leave of absence or unless mutually agreed to between the Union and the Appointing Authorities.
  
- B. Employees of the Clerk of Courts, who are promoted or temporarily filling in for a supervisor, shall receive a wage increase which provides the employee with at least a five percent (5%) increase. The Union and Employer shall meet after a promotion decision has been reached to discuss the rate of pay.
  
- C. Employees of the Clerk of Courts, who are assigned to assist the Bookkeeper shall be compensated at an hourly rate that exceeds her regular hourly rate by five percent (5%) .

**ARTICLE 15 SENIORITY AND PROBATIONARY EMPLOYEES**

Section 1. Seniority Defined.

Unless defined otherwise in this Agreement, "seniority" shall be the employee's length of continuous service with the Appointing Authority for which he/she is employed.

If two or more employees have the same seniority date, the tie shall be broken by a lottery conducted by a representative of the Employer and the Union, with the person drawing the highest number determined to have the higher seniority.

Section 2. Application

Seniority shall be applied for use where listed in the collective bargaining agreement including but not limited to: Vacancies & Promotions, Shift Work and Vacation preference. For purposes of calculating accruals, seniority shall be deemed to include previous service with the State of Ohio or any political subdivision thereof in accordance with the Ohio Revised Code. Example of such statutory accruals include vacation accruals, transfer of previously accrued sick leave hours, previously accrued years of service for credit in the Public Employees Retirement System.

Section 3. Probationary Employees.

A new employee whose position is otherwise covered under this Agreement shall be considered a probationary employee until he/she has successfully completed the 120 calendar day probationary period. Upon successful completion of a 120-day probationary period, the employee shall have seniority computed from the date of his/her last hiring. A newly hired probationary employee may be terminated at any time during his/her probationary period and shall have no right to appeal or grieve over such removal.

Section 4. Continuation and Termination of Seniority.

- A. An employee covered hereunder who is unable to work because of disability arising out of and in the course of employment with the Employer shall continue, during the term of such disability, to accrue seniority for at least twelve months. Upon mutual agreement of the parties such accrual period may be extended in increments of six months. However, an employee shall be entitled to return to employment for up to thirty-six months from the initial date of disability pursuant to Article 32 herein.
- B. An employee's seniority shall terminate in the following events:
1. If the employee quits;
  2. If the employee is discharged for just cause accepted or upheld by proper authority;
  3. If the employee does not return at the expiration of a leave of absence or if the employee takes other employment during a leave of absence, unless consented to by the Employer;
  4. If the employee does not request reinstatement within ninety (90) days after termination of military service;
  5. If while on layoff status, an employee fails to report to the Employer or his/her designer, within seven (7) days after being notified by Certified Mail, return receipt requested, to the employee's last address of record.
  6. If the employee is absent from employment by reason of layoff for more than eighteen (18) consecutive months.

**ARTICLE 16 WORK RULES**

Section 1. It is agreed and understood that the Employer or his designer(s) have the right to promulgate, implement, revise and enforce reasonable rules, policies, procedures and directives to regulate the conduct of employees as it affects the employee's employment with the Employers and to insure that effectiveness of the service and programs of the Employers.

The Union may grieve such work rules that are not reasonable or not consistent with the Employer's statutory powers, or that are in conflict with the express provisions of this Agreement.

Section 2. Copies of all established written rules, or amendments to existing rules, will be furnished to, and discussed with, representatives of the Union at least five (5) working days prior to their effective date. The Employer agrees to consider, on a case by case basis, a Union request to extend the implementation date of the new work rules.

Section 3. It is the Employer's intention that work rules should be interpreted and applied uniformly to all employees under similar circumstances.

Section 4. It is agreed that, where the Employer has determined that work rules are necessary, and that any of same affecting employees of the bargaining unit will become reduced to writing and made available to all affected employees.

Section 5. This Article shall not be interpreted in any manner to relieve an employee of his responsibilities to follow directions or orders from his supervisor or establish rules and procedures of good conduct, whether or not such rules and procedures have been reduced to writing.

#### **ARTICLE 17 JOB DESCRIPTIONS**

Section 1. The Employer reserves the right to establish new job classifications, revise existing classifications or eliminate existing classifications.

The Employer agrees to provide advance notice to the Union of changes in existing job classifications to allow the Union to discuss the impact of the changes upon the bargaining unit.

#### **ARTICLE 18 LAYOFF AND RECALL**

Section 1. Reasons for reduction in force shall include: a current or projected deficiency of funding to maintain current or to sustain projected levels of staffing or operation; a current or projected temporary decrease in the workload; and the abolishment of positions for efficiency of operation, reasons of economy, or for lack of work.

Section 2. In the event that a reduction in force within a classification occurs, the following steps shall be taken:

- A. All emergency, temporary, intermittent, probationary and part-time employees in the classification shall be laid off first.
- B. The remaining employees in the classification shall be laid off in inverse order of department seniority; however, all remaining senior employees must possess the skills and ability to perform the remaining work.

- C. An employee affected by a layoff may displace (bump) a less senior employee within the affected classification or in a classification previously held by the affected employee. An employee who elects to bump shall have five (5) work days after receipt of a layoff notice to request displacement rights. The Employer will respond to the request within five (5) work days.
- D. Each employee to be affected by a layoff shall be given written notice no less than ten (10) work days prior to the action, stating the effective date of the action and reason for layoff
- E. Volunteers, welfare-workfare persons, job corps members and similarly situated individuals shall not be utilized to perform the work of laid-off employees.
- F. For each classification in which a reduction occurs, the Employer shall prepare a reinstatement list by classification, and names of all employees shall be placed on the list in reverse order of their layoff selection. If a vacancy in a classification occurs, the Employer will send a certified announcement to the last known address of employees eligible to be recalled to that classification. The employee highest on the reinstatement list who responds will be given the vacant posting. All recalled employees are required to give written response of his/her intent to report to work within five (5) work days and report to work within ten (10) work days unless other written arrangements have been made between the employee and the Employer. An employee who properly gives written response of his/her intent to report for work but is not at that instance recalled shall maintain recall rights for twenty-four (24) months from the initial date of that layoff
- G. A person on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of reduction.
- H. Employees on layoff shall be notified of openings in classifications other than the classification from which the employee was laid off, and shall have the right to submit a bid.
- I. No vacancy in a job classification may be filled by promotion or permanent transfer until all recall rights to that classification have been exhausted.

## ARTICLE 19

## HEALTH AND SAFETY

### Section 1. General Duty

Occupational health and safety is the mutual concern of the Employer, the Union, and employees. The Union will cooperate with the Employer in encouraging employees to observe applicable safety rules and regulations. The Employer and employees shall comply with applicable Federal, State and local safety laws, rules and regulations. Nothing in this Agreement shall imply the Union has assumed legal responsibility for the health and safety of employees.

### Section 2. Personal Protective Clothing and Equipment

All personal protective clothing and equipment required by the Employer to preserve the health and safety of employees shall be furnished and maintained by the Employer without cost to employees.

### Section 3. Communicable Diseases

Upon written request an employee shall be provided with information on all communicable diseases to which he/she may have routine workplace exposure. Information provided to employees shall include the symptoms of the diseases, modes of transmission, methods of self-protection, proper workplace procedures, special precautions and recommendations for communication where appropriate. It is understood that Employer cannot and shall not disclose to any employee the name of any person who has a communicable disease as prohibited by Ohio or federal law with whom the employee might come in contact with during the performance of his duties. The Employer shall provide, at no cost to employees hepatitis B vaccinations, tetanus vaccinations and AIDS testing to all employees regularly exposed to blood and bodily fluids at intervals prescribed by the Ohio Department of Health. The term "regularly exposed" means the same as "Exposure Category I" defined at 52 Fed. Reg. 41822 (1987).

### Section 4. The Right-to-Know About Toxic Chemicals.

All employees shall have access to information on all toxic substances in the workplace pursuant to current O.S.H.A. regulations.

### Section 5. First Aid and C.P.R.

Adequate first aid equipment, supplies and first aid/CPR training shall be provided by the Employer on an ongoing basis where deemed necessary by the Employer. Where not required by actual job responsibility, employees may volunteer for first aid and CPR training. Volunteer training may be offered by the Employer either during or after regular work hours. No compensation shall be paid for volunteer training occurring after regular work hours.

### Section 6. Working Alone.

The Employer will develop practices and procedures to minimize as much as possible any situations where employees work alone in potentially hazardous areas and, in those cases where employees are required to work alone, the Employer will develop reasonable practices and procedures to minimize as

much as possible any potential risk to the affected employees. A periodic check on the safety of employees who work alone in potentially hazardous areas will be made.

Section 7. Concern for Pregnancy Hazards.

The Employer will make a good faith effort to provide alternative, comparable work and equal pay to a pregnant employee upon a doctor's recommendation.

Section 8. Duty to Report.

All employees who are injured or who are involved in an accident/incident during the course of their employment shall file an accident/incident report on forms furnished by the Employer, no matter how slight the accident/incident.

Section 9. Security Civil/Criminal Division

As soon as possible after the execution of this Agreement, the Employer will install glass at the counter in the Civil/Criminal Clerk of Court's Office. Also, panic buttons will be installed as soon as possible in two locations in the Clerk's Office.

**ARTICLE 20 EDUCATION AND TRAINING**

The Employer agrees to provide appropriate training programs and/or access thereto for all employees who are required by the Employer and/or legal mandate to regularly update their level of training. Such training will be provided at no cost and/or lost wages to the employees. The Employer will determine appropriate training and must approve all training in advance.

**ARTICLE 21 SICK LEAVE**

Section 1. Sick Leave Accumulation.

Each employee shall earn sick leave at the rate of 4.6 hours for each eighty (80) hours in active pay status.

Section 2. Charging of Sick Leave.

Sick Leave shall be charged in minimum units of one-half (½) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick Leave payment shall not exceed the normal scheduled work day or work week earnings. An employee who is involuntarily sent home shall not be charged sick leave for the absence unless the employee has a documented communicable disease or condition that endangers the health of fellow employees or the public.

Section 3. Uses of Sick Leave.

A. Sick Leave shall be granted to an employee upon approval of the Employer and for the following reasons:

1. Illness or injury of the employee or a member of his immediate family.
2. Medical, dental, or optical examinations or treatment of the employee or a member of his family, which requires the employee's presence. It is understood the employees are expected to return to work after such examinations if there is ½ of their shift left to be worked.
3. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.
4. Pregnancy and/or childbirth and related conditions related thereto inclusive of leave for male employees for the care of the employee's wife and family during the postnatal period of the employee's presence is necessary.

B. Definitions of Immediate Family:

Grandparents, brother, step-brother, sister, step-sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, step-father, father-in-law, mother, step-mother, mother-in-law, spouse, child, step-child, grandchild, a legal guardian or other person who stands in place of a parent (loco parentis).

Section 4. Evidence Required for Sick Leave Usage.

The employee shall furnish the Employer a standard written signed statement stating that the employee wishes to use sick leave. Falsification of either a written signed statement or physician's certificate shall be grounds for disciplinary action, including dismissal. The employee shall present satisfactory evidence to justify use of sick leave. The Employer may require proof of illness from: (1) employees who have been absent three [3] or more consecutive workdays and, (2) from employees who have been disciplined within the preceding six [6] months for excessive absenteeism. The employee shall furnish the employer a doctor's statement or other verification, that is acceptable by the employer, when an employee goes to a doctor's appointment or has any testing done during working hours and the employee uses sick leave.

Section 5. Notification by Employee.

When an employee is unable to report to work, he/she shall call off as follows:

Clerk of Courts - All employees shall call off the morning of the illness and state the reason for the illness, unless it is an emergency.

Legal Department employees shall call the Clerk of Courts office number.

Auto Title employees shall call the Chief Deputy's office number.

All requests for time off shall be made on approved request forms. Requests shall be submitted to the Chief Deputy. Requests for time off shall not be approved unless signed and returned by Employer. The employee's failure to notify Employer in accordance with this section shall be considered to have an unexcused absence.

Section 6. Abuse of Sick Leave.

Employees failing to comply with sick leave rules and regulations shall not be paid and shall be subject to Employer's progressive disciplinary procedure. Application of sick leave with intent to defraud will result in dismissal and refund of salary or wage paid.

Section 7. Physician Statement.

If medical attention is required, the employee may be required to furnish a statement from a licensed physician notifying the Employer that the employee was unable to perform his duties. Where sick leave is required to care for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person or in the case of childbirth and other conditions related thereto during the post-natal period that the presence of the employee is necessary to care for the employee's wife and family.

Section 8. Physician Examination.

The Employer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave, leave without pay, or disability separation. The cost of such examination shall be paid by the Employer.

Section 9. Expiration Sick Leave.

If illness or disability continues beyond the time covered by accumulated sick leave, the employee may be granted a leave of absence without pay or a disability separation in accordance with the provisions set forth in this Agreement.

Section 10. Work Less Than a Normal Day.

If a licensed physician approves an employee to return to work for less than their normal work day, the Employer may permit the employee to work less than their normal work day for up to one (1) calendar month. The Employer may, upon recommendation from the employee's physician and at the Employer's discretion, extend the period of time the employee may work shortened days an additional calendar month. In no event, unless mutually agreed between the Employer and the employee, shall an employee be permitted to work shortened days for more than three (3) consecutive calendar months.

Section 11. Transfer Credit.

Upon transfer from one division or department of the County, to another, unused sick leave days shall continue to be available for the transferred employee's use.

Section 12. Reinstatement Credit.

An employee covered by this Agreement who leaves public employment and who is reinstated to County service, shall have any unused sick leave accumulation existing at the time of his/her prior separation from County service applied to his/her credit.

Section 13 Sick Leave Incentive Bonus

An employee who uses no sick leave each calendar month shall receive two (2) hours of personal leave for each month an employee uses no sick leave. Personal Leave shall be scheduled at a time mutually agreeable to the employee and his/her supervisor.

Section 13.1 Partial Annual Sick Leave Conversion

An employee who has five hundred (500) hours of accumulated sick leave "banked" may by the end of the first pay period in January of each year convert up to thirty-two (32) hours of unused accumulated sick time from the preceding year into compensatory time. Once said sick time has been converted into compensatory time, it shall not be converted back into accumulated sick time.

Section 14 Sick Leave Donation

This policy, pursuant to Ohio Revised Code Section 124.391, has been adopted by the Richland County Board of Commissioners, for all agencies and Appointing Authorities not otherwise covered by collective bargaining agreements.

**ARTICLE 22 FUNERAL LEAVE**

Section 1. The purpose of funeral leave is to make funeral arrangements, attend the funeral and to carry out other responsibilities relative to the death of the employee's family member. The Employer may require that the employee provide documentation that the leave was or is being used for this purpose.

Section 2. In the event of the death of an employee's mother and stepmother, father and stepfather, spouse, child, stepchild, grandchild, or a person who stands in the stead of a listed immediate family member, the employee may request up to seven (7) days of funeral leave for the purposes listed in Section 1. The time requested will be granted and shall not be deducted from accrued sick leave. Employees are required to submit a leave form in accordance with department policy and procedure upon return from funeral leave.

Section 3. In the event of an employee's brother, stepbrother, sister, stepsister, parents-in-law, the employee may request up to five (5) days of funeral for the purposes listed in Section 1. The time requested will be granted and shall not be deducted from accrued sick leave. Employees are required to submit a leave form in accordance with department policy and procedure upon return from funeral leave.

Section 4. In the event of death of an employee's grandparent, grandparents-in-law, half brother/sister, son/daughter-in-law, brother/sister-in-law, aunt, uncle, niece and nephew, the employee may request up to three (3) days of funeral leave for the purposes listed Section 1. The time requested shall not be deducted from accrued sick leave.

Section 5. Additional time may be approved on a case by case basis and at the sole discretion of the Employer which shall be chargeable to sick leave.

## **ARTICLE 23 FAMILY AND MEDICAL LEAVE OF ABSENCE**

Family and Medical Leave of Absence is provided in keeping with the Family and Medical Leave Act of 1993. This leave shall apply to all family and medical leaves of absence except to the extent that such leaves are covered under other paid employment benefit plans or policies for any part of the twelve weeks of leave to which the bargaining unit member may be entitled under this provision. In other words, if a bargaining unit member is entitled to paid leave under other provisions of this contract the member must take the paid leave first and if the paid leave is less than 12 weeks, the additional weeks of leave necessary to attain the 12 work weeks of leave required by the Family and Medical Leave Act of 1993 shall be taken without compensation.

### DEFINITIONS

For purposes of administering Family and Medical Leave the following definitions shall be and are adopted:

1. Health Care Provider - The term "health care provider" means:
  - A. a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; or
  - B. any other person determined by Federal mandate to be capable of providing health care services.
  
2. Parent - The term "parent" means the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or daughter.
  
3. Reduced Leave Schedule - The term "reduced leave schedule" means a leave schedule that reduces the usual number of hours per work week, or hours per work day, of an employee.

4. Serious Health Condition - The term "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
  - A. inpatient care in a hospital, hospice, or residential medical care facility; or
  - B. continuing treatment by a health care provider.
  
5. Son or Daughter - The term "son or daughter" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is:
  - A. under 18 years of age; or
  - B. 18 years of age or older and incapable of self care because of a mental or physical disability.
  
6. Spouse - The term "spouse" means a husband or wife, as the case may be.
  
7. Twelve (12) Month Period - The 12 month period during which the twelve weeks of leave may be taken shall be a rolling twelve month period measured backward from the time an employee uses any of the twelve week leave. Each time an employee takes FLA leave, the remaining leave entitlement would be any balance of the twelve weeks that has not been used during the immediately preceding twelve months.

#### ELIGIBILITY FOR LEAVE

To be eligible for leave an employee must have been employed for at least twelve months in total, and must have worked at least 1250 hours during the twelve month period preceding the commencement of the leave. The leave may be granted for one or more of the following for a total of 12 work weeks of leave during any 12 month period:

- A. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter
- B. Because of the placement of a son or daughter with the employee for adoption or foster care.
- C. In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.
- D. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

The entitlement to leave under (A) or (B) shall expire at the end of the 12 month period beginning on the date of such birth or placement. Leave under (A) or (B) shall not be taken intermittently or on a reduced leave schedule.

The entitlement to leave under (C) or (D) may be as follows:

1. The leave must be medically necessary. If leave is so requested then the Employer may require the bargaining unit member to provide medical certification to support a claim for leave for the bargaining unit member's own serious health condition or to care for a seriously ill child, spouse or parent. For the employee's own medical leave, the certification must include a statement that the employee is unable to perform the functions of his or her position. For leave to care for a seriously ill child, spouse or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. In its discretion, the Employer may require a second medical opinion and periodic recertification at its own expense. If the first and second opinions differ, the Employer at its own expense, may require the binding opinion of a third health care provider, approved jointly by the Employer and the employee.
2. If medically necessary for a serious health condition of the employee or his or her spouse, child or parent, leave may be taken on an intermittent or reduced leave schedule. If leave is requested on this basis, however, the Employer may require the employee to transfer temporarily to an alternative position which better accommodates recurring periods of absence or a part-time schedule, provided that the position has equivalent pay and benefits.
3. Spouses who are both employed by the Employer are entitled to a total of twelve weeks of leave (rather than twelve weeks each) for the birth or adoption of a child or for the care of a sick parent.

#### NOTIFICATION AND REPORTING REQUIREMENTS

When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide reasonable prior notice, and make efforts to schedule leave so as not to disrupt the Employer's operations. In cases of illness, the employee will be required to report periodically on his or her leave status and intention to return to work.

#### STATUS OF EMPLOYEE BENEFITS DURING LEAVE OF ABSENCE

1. Any bargaining unit member who is granted an approved leave of absence under this policy is advised to provide for the retention of his or her group insurance coverage by arranging to pay the premium contributions during the period of unpaid absence.
2. In the event that a bargaining unit member elects not to return to work upon completion of an approved unpaid leave of absence, the Employer may recover from the employee the cost of any payments made to maintain the employee's coverage, unless the failure to return to work was for reason beyond the employee's control. Benefit entitlements based upon length of service will be calculated as of the last paid work

day prior to the start of the unpaid leave of absence.

### **COMPLETION OF LEAVE FORM**

A request for Family and Medical Leave of Absence Form must be originated in duplicate by the bargaining unit member. This form should be completed in detail, signed by the bargaining unit member, submitted to the immediate supervisor for proper approval. If possible, the form should be submitted thirty (30) days in advance of the effective date of the leave.

All requests for family and medical leaves of absence due to illness will include the following information attached to a completed Request for Family and Medical Leave of Absence: Sufficient medical certification stating (1) the date on which the serious health condition commenced; (2) the probable duration of the condition; and (3) the appropriate medical facts within the knowledge of the health care provider regarding the condition. In addition, for purposes of leave to care for a child, spouse, or parent, the certificate should give an estimate of the amount of time that the bargaining unit member is needed to provide such care. For purposes of leave for a bargaining unit member's illness, the certificate must state that the bargaining unit member is unable to perform the functions of his or her position. In the case of certification for intermittent leave or leave on a reduced leave schedule for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment must be stated.

### **ARTICLE 24 MILITARY LEAVE**

Section 1. An employee who is a member of the Ohio National Guard, Ohio Air Guard, Ohio Naval Militia, or other reserve components of the Armed Forces of the United States of America shall be entitled to leaves of absence with pay for their respective duties for such time as they are in such military service on field training or active duty for up to one month in any calendar year. A month means twenty-two eight-hour workdays or one hundred seventy-six hours within one calendar year.

Section 2. Except as otherwise provided by Section 3, any employee who is entitled to leave under Section 1, and who is called or ordered to the uniformed services for longer than a month, for each calendar year in which the employee performed service in the uniformed services, because of an executive order issued by the president of the United States or an act of congress is entitled to, during the period designated in the order or act, to a leave of absence and to be paid, during each monthly pay period of that leave of absence, the lesser of the following:

1. The difference between the employees gross monthly wage or salary as an officer or employee and the sum of the employees gross uniformed pay and allowances received that month;
2. Five hundred dollars

Section 3. No employee shall receive payments under Section 2 if the sum of the employee's gross uniformed pay and allowances received in a pay period exceeds the employee's gross wage or salary as a permanent employee for that period or if the permanent employee is receiving pay under section 1

Section 4. An appointment may be made to fill a vacancy created when any employee enters military service. However, if the period filling such a vacancy also enters military service, he may be reinstated to the position after completion of service only if the first employee (the original incumbent) fails to apply for reinstatement within ninety (90) days of discharge, or makes a written waiver of all right to the position.

Section 5. An employee who reenlists while on active duty, or a commissioned officer who voluntarily enters on extended active duty beyond that required upon accepting a commission, is not eligible for reinstatement.

Section 6. Employees who are members of the Ohio National Guard will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. The leave will cover the official period of the emergency.

Section 7. A veteran separated or discharged under honorable conditions must make application for re-employment to the former position within ninety (90) days from the date of release from service; or within ninety (90) days after release from hospitalization due to in-service injury or illness which has not exceeded a period of more than one (1) year. The following procedures apply:

- A. Reinstatement must be accomplished within thirty (30) days after application is received by the Appointing Authority.
- B. A photostatic copy of the discharge or certificate of service must accompany all requests for reinstatement or reappointment.
- C. The veteran must be physically qualified to perform the duties of the position. Where a disability sustained in the military service precludes restoration to the original position, the veteran will be placed in a position of like status and pay, compatible with his physical condition.
- D. The veteran is entitled to all salary benefits or other advancement accruing to the position during military absence as follows:
  1. Sick Leave - that amount which had been accumulated at the time of entering service.
  2. Vacation Leave - time spent on military leave will be counted in determining the

employee's length of service, but no vacation credit will be accumulated during the time spent on military leave.

3. Automatic salary adjustments (step increases).
4. Any change in classification or pay range which would have accrued to the position if the employee had been on the job.

Section 8. This policy shall be followed unless the State of Ohio or the Richland County Commissioners adopt a policy where the benefits are greater than those contained herein.

## **ARTICLE 25 JURY AND WITNESS DUTY**

Section 1. An employee called for jury duty by a court of competent jurisdiction or subpoenaed to testify, on a matter in which the employee is not a party, before a court of law or administrative board or agency shall be granted a leave of absence for the period of jury service or witness service and will be compensated for the difference between his regular pay and his jury duty or witness pay

Section 2. To be eligible for jury duty pay or witness pay, an employee shall notify his supervisor in advance and submit a jury service or witness service and the amount of jury duty or witness pay received.

Section 3. If the employee is released from jury duty or witness duty substantially prior to the end of the work day, the employee shall return to work.

## **ARTICLE 26 LEAVES WITHOUT PAY**

Section 1. Employees may be granted the following types of leave of absence:

- A. Personal and Education Leave
- B. Disability Leave
- C. Pregnancy and Maternity Leave

Section 2. Authorization for Personal or Education Leave A personal or education leave of absence shall be requested and authorized on a form designated by the Employer. The authorization of a leave without pay is solely a matter of administrative discretion and each request will be decided by the Employer on a case by case basis, taking into consideration the operational needs of the Employer.

### Section 3. Reinstatement from Leave

Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any replacement in the position while an employee is on leave is to be on a temporary basis. An employee may contact the Employer prior to the expiration of said leave, and request a reasonable extension for a justifiable

cause. An employee may be returned to work before the scheduled expiration of leave upon request by the employee and agreement by the Employer. Failure to return to work at the expiration of an approved leave of absence will be deemed a resignation.

Section 4. Sick Leave Credit and Vacation Credit

An employee on leave of absence without pay does not earn sick leave or vacation credit; however, the time spent on authorized leave of absence is to be counted in determining length of service for purposes of extended vacation eligibility or other purposes where tenure is a factor.

Section 5. Abuse of Leave

A leave of absence is granted for a specific purpose. If it is found the leave is not actually being used for such purpose, the employee will be subject to immediate termination.

Section 6. Disability Leave

- A. A medically incapacitated employee, who has exhausted his or her accumulated sick leave and for whom voluntary reduction is not practicable, may request disability leave by presenting evidence as to the nature and severity of disability and as to the probable date on which the employee will be able to return to the same or similar position. Such request must be in writing, with supporting evidence attached. Employer may require a second opinion by Employer's physician paid at Employer's expense.
- B. A disability leave may be granted when an employee has exhausted his or her accumulated sick leave and is hospitalized or institutionalized, or on a period of convalescence following hospitalization or institutionalization as authorized by the employee's attending physician. Any appointment made to a position vacated by disability leave will be on a temporary basis.
- C. Reinstatement rights following disability leave extend for thirty-six (36) months from the date such leave is granted. Such employee is to be reinstated to the same or similar position within thirty (30) days after making written application and passing a medical examination showing full qualifications to perform the duties of the position. The examination shall be conducted by a physician designated by the Employer.

Section 7. Pregnancy and Maternity Leave

Upon written request to the Employer, a pregnant employee shall be granted a leave of absence without pay subject to the following:

- A. Length of Leave: Leave of absence shall be limited to the period of time that the pregnant employee is unable to perform the substantial and material duties of the employee's position. This period may include reasonable pre-delivery, delivery and

recovery time, as certified by a physician, not to exceed six (6) months. If the employee is unable to return to active work status within six (6) months, the employee shall be given a disability separation. Such leave shall not include time being requested for purpose of child care following the recovery of the employee. An employee desiring a leave of absence for purposes of child care should request the leave for this specific purpose in accordance with Paragraph (E) below.

- B. **Physician's Certificate:** A pregnant employee requesting a leave of absence without pay must present, at the time the request is made, a physician's certificate stating the probable period for which the employee will be unable to perform the substantial and material duties of the employee's position due to pregnancy, childbirth or related medical conditions.
- C. **Sick Leave Usage:** Upon request and in accordance with the Article 21 herein, a pregnant employee shall be permitted to use any or all of the employee's accumulated sick leave credit only for the period of time, as certified by the physician's certificate, that the employee is unable to work as a result of pregnancy, childbirth or related medical conditions. An employee using sick leave credit shall not be prevented from receiving a leave of absence without pay for the remainder of the period as defined in Paragraph A.
- D. **Vacation Leave Usage:** Subject to the provisions contained in Article 27 herein, a pregnant employee, upon request, will be permitted to use any or all of the employee's accumulated vacation leave at any reasonable time prior to or following childbirth. Such vacation leave may precede, be part of, or follow the period as defined in Paragraph A.
- E. **Child Care:** Any employee may, at the discretion of the Employer, be granted a leave of absence without pay for purposes of child care. All requests for leave of absence without pay for purposes of child care shall be considered on a non-discriminatory basis without regard to the sex of the employee. An adoptive parent's request for leave of absence for purposes of child care shall be considered on the same basis as that of a biological parent under similar circumstances.

## **ARTICLE 27 VACATION**

Section 1. Full-time employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave for which an employee is eligible, is based upon length of service, as follows:

YEARS OF SERVICE

Less than 1 year  
1 year but less than 8 years  
8 years but less than 15 years  
15 years but less than 25 years  
25 years or more

VACATION

None  
80 hours  
120 hours  
160 hours  
200 hours

Section 2. Vacation is credited each bi-weekly pay period at the following rates:

<u>ANNUAL VACATION ENTITLED TO</u>	<u>CREDITED PER PAY PERIOD</u>
80 hours	3.1 hours
120 hours	4.6 hours
160 hours	6.2 hours
200 hours	7.7 hours

Section 3. No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he has completed one (1) year of employment with Employer.

Section 4. Vacations are scheduled in accordance with the workload requirements of the individual divisions. For this reason, the Employer may require vacation requests be made a reasonable time in advance of the dates requested. Adjustments to the vacation request will be made in accordance with the workload requirements as determined by the Employer. An employee wishing to change his/her scheduled vacation shall give the Employer reasonable advance notice.

Section 5. The Employer shall have the right to deny vacation requests if workload requirements so mandate.

Section 6. Employees may accumulate unused vacation time up to a maximum limit of three (3) years.

Section 7. Employees shall forfeit their right to take or to be paid for any vacation leave to credit which is excess of the accrual allowed. Such excess leave shall be eliminated from the employee's leave balance. The Employer shall give the employee two month's notice prior to eliminating any accrued vacation under this section. Employer will reasonably accommodate the employee to allow the use of such vacation during the two month period.

Section 8. Days specified as holidays shall not be charged to an employee's vacation leave.

Section 9. An employee is entitled to compensation at his current rate of pay, for the pro-rated portion of any earned but unused vacation leave for the current year to his credit at time of separation and in addition shall be compensated for any unused vacation leave accrued to his credit, for the three (3) years immediately preceding the separation date of employment.

Section 10. If an employee, while on vacation, becomes ill or experiences an injury or a death in the family, which would warrant paid sick or funeral leave had the member been at work, such employee shall, upon showing proper evidence acceptable to the Employer, be allowed to charge such absence to sick or funeral leave rather than vacation leave.

**ARTICLE 28 HOLIDAYS**

Section 1. Employees are entitled to the following paid holidays::

NEW YEAR'S DAY	1st day of January
MARTIN LUTHER KING DAY	3rd Monday of January
PRESIDENT'S DAY	3rd Monday of February
MEMORIAL DAY	Last Monday in May
INDEPENDENCE DAY	4th day of July
LABOR DAY	1st Monday in September
VETERAN'S DAY	11th day of November
THANKSGIVING DAY	4th Thursday of November
DAY AFTER THANKSGIVING	4 <sup>TH</sup> FRIDAY OF NOVEMBER
CHRISTMAS DAY	25th day of December

A. Employees working for the Clerk of Courts will also receive the following:

- A half day for New Years Eve (the office will close at noon)
- A half day for Christmas Eve (the office will close at noon)
- The Employee's Birthday Holiday (must be used on your actual birthday unless approved otherwise by the Clerk).

\* Vacation time that is used in conjunction to a holiday will be rotated among the employees wishing to have those days off.

Section 2. To be entitled to holiday pay, an employee must be on the active payroll (i.e. actually receive pay) during the week in which the holiday falls, and must have worked his last scheduled working day prior to the holiday and his first scheduled working day after the holiday within the employee's regularly scheduled work week, unless such absence has been approved by the Employer.

Section 3. In the event that an aforementioned holiday falls on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the aforementioned holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday.

Section 4. If an employee's work schedule is other than Monday through Friday he is entitled to holiday pay for holidays observed on his day off, regardless of the day of the week on which they are observed.

Section 5. Any work performed by an employee on any of the days listed in Section 1 shall be paid at the rate of two (2) times the employee's straight time hourly earnings.

Section 6. Full-time employees shall be paid for eight (8) hours at their straight time hourly rate for each of the holidays listed in Section 1 above when no work is performed on such holidays. Part-time employees shall be granted straight time hourly rate for the hours they normally would have worked for the holiday.

Section 7. If a holiday occurs during a period of paid leave, the employee will draw normal pay and will not be charged for such leave.

Section 8. Holiday Rotation - Legal and Auto Title Divisions - Clerk's Office

Requests for time off at the holidays noted in Article 28 for employees of the Clerk's office will continue to be requested and granted on a first come basis. However, in order to ensure all employees of the Legal and Auto Title Divisions of the Clerk's office have an equitable opportunity to have holiday time off, the employer will keep a list for each year of all holidays and the names of the employees who were granted time off for each corresponding holiday. The employer will rotate requests for time off at holidays as follows:

If an employee requests time off around a holiday and has been granted that same time off in the previous calendar year, the employer will first notify all other employees in writing that time off around that holiday has been requested by an employee who has received it the previous year. The other employees must notify the employer in writing within two (2) days from receiving notice if they are interested in taking time off at the holiday. If no other employee requests the time off, it will be granted to the first employee. If only one other employee requests the time off, it will be granted both to the first employee and to the second employee who requested the time off. If more than one employee requests the time off, the names of all interested employees, excluding the employee off the previous year, will be written on pieces of paper, folded, placed into a container and drawn by the Clerk, Chief Deputy Clerk or a Supervisor and two names will be drawn. The two employees whose names are drawn will be granted time off for the holiday in question.

**ARTICLE 29 PERSONAL DAY**

Each employee in the bargaining unit, except newly hired probationary employees as limited below may take up to three (3) personal days off of twenty-four (24) hours with pay per year (year defined as calendar year), at a time mutually agreeable to the employee and his supervisor. Newly hired probationary employees shall become eligible for usage of personal days upon completion of their probationary period to be taken at a time mutually agreeable to the employee and his supervisor.



Any employee making less than the starting rate in Section 1 will have their base rate adjusted to the level in Section 1.

Any current employee in the Criminal and Civil Department will be grand-fathered in and will receive an extra \$1.50 per hour on top of their base rate. \$.75 when hired into the department and \$.75 at eighteen (18) months or whenever they begin court of appeals work whichever is sooner.

Any current employee in the Domestic relations Deputy Clerk's office will be grand-fathered in and will receive an extra \$1.50 on top of their base rate; \$.75 when hired into the department and \$.75 at eighteen months or whichever they begin processing all lien filings and releases filed by the State of Ohio, whichever is sooner.

Section 2. Effective October 1, 2014, all bargaining unit employees shall receive a forty cent (\$.40) per hour wage increase.

Section 3. In recognition of training received on the job and the increased skill levels acquired due to years of service, each employee will receive an additional five (\$.05) cents per hour for each full year of service.

Section 4. Any employee, required in writing by the Employer, to act on behalf of a Supervisor during his/her absence, shall be compensated with an additional pay of \$3.50 per hour. However, their hourly rate will not be less than \$15.15 per hour.

Section 5. When the employer determines that training is needed of employees and that non-supervisory employees of the collective bargaining unit could provide such training, then employer shall designate a collective bargaining unit employee whom he/she determines is best able to provide training.

Employer shall pay such employee an additional \$1.50 per hour over the employee's hourly rate for each hour the employee so provides training.

Employer agrees and understands that during periods of training, employee's productivity may be affected.

## **ARTICLE 33                    CONTRACTING/SUBCONTRACTING**

The Employer agrees any contracting or subcontracting shall not be used for the sole purpose of eliminating or eroding bargaining unit members. Employer agrees to meet and confer with the Union whenever such contracting would affect the continuing employment of bargaining unit members.

## **ARTICLE 34                    SUCCESSORS**

This agreement shall be binding upon the successors and assigns of the parties hereto and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any request whatsoever by the consolidation, merge, sales, transfer, or assignment of either party hereto, or affected, modified, altered, or changed in any respect whatsoever by any change of any kind in the legal status, ownership, or management of either party hereto.

### **ARTICLE 35 NO STRIKE/NO LOCKOUT**

Section 1. The Union agrees that neither it, its officers, agents nor representatives will call, authorize, condone, or participate in any strike or work stoppage as defined in O.R.C. 4117.01(H).

Section 2. Employees shall not promote, instigate, support, nor in any manner engage in a strike or work stoppage as defined in O R C 4417 0 1(H). In the event of a violation of this Section, the Union will take all reasonable steps to end the violation.

Section 3. The Employers agree not to lock our employees during the term of this Agreement.

### **ARTICLE 36 WAIVER IN CASE OF EMERGENCY/SEVERABILITY**

Section 1. In cases of emergency declared by the President of the United States, Governor of the State of Ohio, the County Commissioners, the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of the Agreement may automatically be suspended:

1. Time limits for management or the union replies on grievances.
2. Selected work rules and/or agreements and practices relating to the assignment of employees.

Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure to which they (the grievant(s) had properly progressed.

### **SEVERABILITY**

Section 2. Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law by a tribunal of competent jurisdiction, it shall be of no further force and effect, but such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in force and effect. In the event any part of this Agreement is invalidated, the

parties will meet to negotiate in good faith a replacement provision.

## **ARTICLE 37 CALAMITY DAY**

Section 1. If the Employer finds it necessary to close because of inclement weather or other unforeseen conditions, all employees will receive the pay they would have received for all hours which they were scheduled to work but did not work due to such closing. This only applies if the County Commissioners close all county offices or if your building is closed. If your building is open you must report.

Section 2. If an employee is off work on approved vacation or personal leave when the Employer finds it necessary to close, the employee will not be charged with the approved leave hours. Sick Leave will be charged with the approved leave hours.

Section 3. Should a Level 3 emergency be declared in Richland County or an adjacent county of residence and an employee is unable to travel to work, the employee will be given the option of using vacation, compensatory leave or personal days available to the employee.

Section 4. If an employee is required to report to work, when the office/county has declared closure he/she will receive regular time and time and a half pay.

## **ARTICLE 38 AFSCME PEOPLE**

The Employer hereby agrees to make a payroll deduction slot available to any and all bargaining unit employees who wish to contribute on a voluntary basis to the Public Employees Organized to Promote Legislative Equality (PEOPLE). If a deduction is desired, the employee shall sign a payroll deduction form which shall be furnished by the Union and presented to the appropriate payroll clerk within thirty (30) days of the date of signature.

The Employer agrees to furnish the Union with a warrant in the aggregate amount of the deduction once per month, with a listing of the employees for which deductions were made.

Any employee who voluntarily authorizes PEOPLE deductions may at any time revoke said authorization. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article. The Union hereby agrees that it will indemnify and hold the employer harmless from any claims, actions, or proceedings by any employee arising from deductions made pursuant to this Agreement. Once the funds are remitted to the Union, their disposition thereafter

shall be the sole and exclusive obligation and responsibility of the Union.

#### **ARTICLE 39                    PERFORMANCE EVALUATIONS**

Performance evaluations are to measure the level of job performance and to provide the employee with constructive feedback concerning job performance. The performance evaluation is not to be as a disciplinary tool or for disciplinary purposes.

The supervisor will arrange a meeting with the employee to discuss the performance evaluation. At that time, the supervisor will point out areas of strength and areas that may need improvement. The employee will be required to sign the performance evaluation after discussion with their supervisor. Their signature does not necessarily denote agreement with its comments; only that they have been made aware of its existence and that it has been discussed with them. The Employer will provide the employee with a copy of their performance evaluation after all signatures have been obtained.

#### **ARTICLE 40                    DRUG AND ALCOHOL PROGRAM**

During the course of this agreement, the parties agree to participate in the process of coordinating, developing, and implementing a Drug and Alcohol Program for Richland County employees as facilitated by the Employee Participation Council. Furthermore, it is understood and agreed to that the Employer will not implement the abovementioned program without agreement from the Union.

#### **ARTICLE 41                    DRIVING POLICY**

This policy is applicable to all elected officials, full or part-time employees, summer workers, co-op students, volunteers, and contract employees of Richland County, Ohio who are required to drive a motor vehicle in the course of their employment or activities on behalf of Richland County, Ohio. (For the purposes of this policy, the above-listed categories of persons are referred to as "Employees".)

This policy applies to vehicles titled to, purchased or leased by, or insured by or through the Richland County Board of Commissioners and also applies to privately-owned vehicles operated by Richland County employees in the course of their employment or activities on behalf of Richland County, Ohio and vehicles rented by Employees for travel in and out of Richland County for authorized reasons. (For purposes of this policy, the above-listed categories are referred to as "vehicles" and "operating a vehicle" and "operate a vehicle".)

Employees are responsible to ensure safe Vehicle operation. It is the responsibility of every Richland

County Employee who drives a Vehicle to comply with the following:

- 1) All drivers must be at least eighteen (18) years of age.
- 2) All drivers must maintain a valid State of Ohio Driver's License that applies to the type of vehicle to be operated (e.g. Commercial Driver's License)
- 3) All drivers must operate the vehicle in a safe, courteous and economical manner
- 4) All drivers and all passengers in vehicles so equipped shall wear safety belts. Infant/child car seats are required to be used in accordance with the laws of the State of Ohio and manufacturers' product manuals.
- 5) All drivers and passengers shall comply with the motor vehicles laws of the State of Ohio.

**DRIVER ELIGIBILITY:**

**I. PRE-EMPLOYMENT:**

Hiring of persons who will be required to drive as a function of his/her job duties will be at the sole discretion of Richland County. An applicant may be denied employment on the basis of an unsatisfactory driving record. At the discretion of the Appointing Authority, a denial of employment may be made without regard to the number of points or violations, whether they occurred within the past thirty-six (36) months or whether they occurred within the State of Ohio.

A. Employees or applicants for employment may be considered qualified to drive when the following are met to the satisfaction of Richland County:

1. A review of the Employee's Motor Vehicle Record (MVR)
2. A review of the Employee's Motor Vehicle Record and a recommendation by the County's insurance carrier ("Insurer")
3. Proof of insurance or compliance with the State of Ohio's Financial Responsibility Laws.
4. Employees whose position requires a commercial driver's license (CDL) will follow the driving policy specific to their department and position. In the event of a conflict, the department-specific policy controls, but only of

the department-specific policy meets or exceeds the provisions of this policy.

- B. Employees, as defined above, who, at the sole discretion of Richland County, have an MVR record that demonstrates poor driving habits shall not drive any vehicle on behalf of Richland County without receiving additional training and/or intervention and/or discipline and/or until otherwise exhibiting to the appointing authority's satisfaction that there has been substantial improvement in driving abilities, performance and skills, Richland County's insurer may exclude coverage for any driver or drivers on a temporary or permanent basis.

**II. ELIGIBLE DRIVER RECORDS:**

Richland County's Risk Management Department shall maintain an Eligible Drivers List containing the names of all employees eligible under this policy and authorized to drive a vehicle. Motor vehicle records of drivers will be submitted annually for review and approval by Richland County's insurer. Upon completion of such review, the insurer will forward to the employer recommendations regarding continuation of eligibility restrictions, etc.

- A. Upon evaluation by Richland County of an employee's MVR and a recommendation by Richland County's insurer, drivers may have their driving eligibility revoked or suspended for a certain period of time, suspended and/or be required to participate in driving or alcohol intervention programs at the County's expense. An arrest or conviction for one or more of the following violations appearing on an Employee's MVR during the prior thirty-six (36) months may result in such action:

1. Driving under the influence of alcohol or drugs
2. Leaving the scene of an accident
3. Vehicular homicides or manslaughter
4. Driving during a period of suspension or revocation
5. Reckless operation when intentional and the dangerous use of a motor vehicle is involved.

6. Attempting to elude or flee a law enforcement officer after a traffic violation
7. Road rage statute violations
8. Falling asleep while driving
9. Use of a motor vehicle in the commission of a crime
10. Non-compliance with Ohio Financial Responsibility Law

B. The following list of motor vehicle-related occurrences, the appearance of which on the MVR of an employee after the plan is implemented may result in the suspension of the Employee's driving eligibility or other disciplinary action:

1. Two or more "At Fault" accidents
2. Two or more moving violations
3. One "At Fault" violation and one moving violation

C. In any case where the Appointing Authority has suspended the employee's driving eligibility and driving is an essential function of the employee's job, the Appointing Authority may take appropriate disciplinary action, up to and including termination as permitted by department policy, laws and regulations of the State of Ohio, and any applicable collective bargaining agreement. On the first offense the employer will try to make other accommodations to have that employee ride with another employee or work where no driving is required. Further offenses will depend on the employer's operational needs. The employer will meet with the employee and the union to discuss.

**III. CONTINUED ELIGIBILITY:**

Each employee's eligibility to operate a vehicle will fall within the guidelines of this policy and in accordance with any applicable collective bargaining agreement.

**IV. VIOLATION REPORTING:**

Any employee eligible to operate a vehicle must notify his/her immediate supervisor in any case where his/her license has expired or is suspended or revoked.

Employee further must report any and all accidents, arrests, violations, and citations issued to him or her the next working day they are scheduled to work. Failure to do so may result in progressive disciplinary action.

**V. ALCOHOLIC BEVERAGES OR CONTROLLED SUBSTANCES:**

- A. No alcoholic beverages, illegal drugs or controlled substances are permitted in or on a vehicle.
- B. No alcoholic beverages or illegal drugs are permitted to be transported in or on a vehicle except as a function of law enforcement.
- C. No employee shall operate a vehicle under the influence of alcohol or illegal drugs or illegal use of prescription drugs.

**VI. FIREARMS:**

Employees, other than law enforcement officers or other persons specifically authorized to carry a firearm, are prohibited from carrying firearms in any vehicle while on county business.

**VII. ACCIDENTS AND TRAFFIC CITATIONS:**

In the event of a traffic accident or traffic stop for a violation while in the course of employment, Employees shall:

- A. Stop, no matter how minor the accident. Report all collisions involving vehicles to the law enforcement agency having jurisdiction.
- B. Take precautions to avoid further damage or injury to persons or property.
- C. State facts only. Make no determination of fault.
- D. Do not advise other parties involved on any matter, especially that the County will pay for the damage resulting from said accident.
- E. If collision is with an unattended vehicle or other object, try to locate the owner. Call law enforcement agency. If this cannot be done, leave a written notice with your name, department name, address, and telephone number.

F. The driver of a vehicle is responsible for the vehicle until it has been returned to the garage or collected by the towing service. Unsafe vehicles should not be driven from the scene of an accident.

G. Report all accidents and known damage to vehicles as follows:

1. Report accidents and/or damage to vehicles to your supervisor, who shall notify Risk Management at (419) 774-5518 or (419) 774-5131 immediately.

2. Employee's Supervisor shall record and secure all appropriate information on initial accident report and forward to Risk Management within twenty-four (24) hours.

a. In the event of a collision, the Supervisor shall forward the following information to Risk Management:

i. A copy of all law enforcement reports, citations including all statements made at the scene or afterward to law enforcement.

ii. Repair estimates, when appropriate, in due course.

In all investigations of the accident by Richland County, the emphasis will be on fact-finding, however, progressive discipline may result depending on the circumstances.

1. Risk Management shall file all accident damage reports with the persons named below and with the carrier, as appropriate.

a. Copies of the completed forms, law enforcement reports and estimates to the County Commissioners or his/her designee.

b. Accident reports to the employee or Safety Committee for review.

2. The employee's Appointing Authority may impose progressive disciplinary action as permitted by department policy, laws and regulations of the State of Ohio, or any applicable collective bargaining agreement depending upon the circumstances that caused the accident.

## **II. USE OF PERSONAL VEHICLES ON COUNTY BUSINESS:**

A. Use of personal vehicles by Employees on county business is discouraged

unless a county vehicle is not available, the use of a county vehicle would cause serious inconvenience, extreme hardship or the use of personal vehicles is otherwise authorized by the department supervisor or his/her designee.

- B. This policy applies in all respects to Employees who use personal vehicles while on county business.
- C. Employees who use personal vehicles while on County business shall abide by all County rules, including department rules.
- D. Insurance coverage for personal vehicles used on County business shall be the responsibility of the owner of the vehicle.
- E. All Employees who use their own vehicle on County business shall first show proof of liability insurance to the Richland County Risk Manager in the amounts of at least \$50,000 per person for bodily injury; \$100,000 per occurrence for bodily injury; and \$50,000 property damage per occurrence; or a combined single limit of not less than \$100,000. The employer must have verification prior to authorizing the employee driving their own car.
- F. Employee's supervisor must approve use of personal vehicles on County business in advance of any such use.
- G. Employees who are authorized and required to use their personal vehicles on County business will be reimbursed per mile at the authorized County rate.

### **III. DRIVING POLICY IMPLEMENTATION:**

The driving record (MVR) of all Richland County employees holding a position as of the implementation of this policy in which driving is an essential function of their job will be reviewed upon implementation of the Richland County Driving Policy. Any employee with four (4) or more accumulated points or two (2) or more occurrences on the MVR shall be required to attend a Defensive Driving Course. The Defensive Driving Course will be scheduled during working hours at no cost to the employee.

**IV. MISCELLANEOUS:**

- A. Parking tickets, moving violations, and other fines received while operating a vehicle are the responsibility of the driver.
- B. Report theft of or from a vehicle to the law enforcement agency with jurisdiction for investigation.
- C. Personal use of County vehicles shall be prohibited unless approved by the Appointing Authority.
- D. Cell phone usage in county-owned or leased vehicles and in privately-owned vehicles when driving on county business shall be limited to hands-free devices provided by the county while vehicle is in motion. If no hands-free device is available, then phone usage should be limited to work-related communication while the vehicle is in motion. This provision does not apply to law enforcement, Maintenance or Wastewater personnel who are required to answer calls while driving.
- E. For personal safety and County liability, employees and passengers shall comply with the state statute on seatbelt usage.
- F. Smoking is prohibited in all county-owned or leased vehicles.

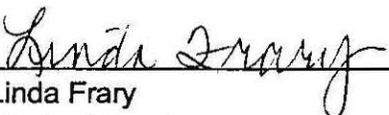
**ARTICLE 42                    DURATION OF AGREEMENT**

Section 1.     This Agreement shall be effective as of October 1, 2014 and shall remain in full force and effect until September 30, 2015.

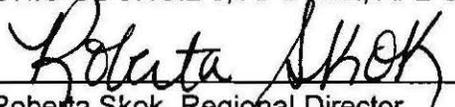
Section 2.     If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred and fifty (150) calendar days prior to the date, nor later than one hundred and twenty (120) calendar days prior to the expiration date of this Agreement. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent unless mutually agreed otherwise.

IN WITNESS WHEREOF, the parties hereto have executed this Collective Bargaining Agreement and Memorandum, this 2 day of December 2014.

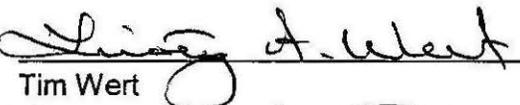
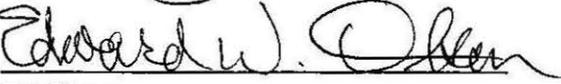
RICHLAND COUNTY CLERK OF COURTS

  
\_\_\_\_\_  
Linda Frary  
Clerk of Courts

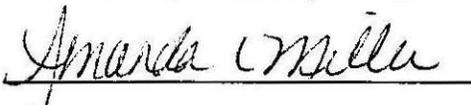
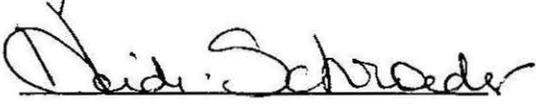
OHIO COUNCIL 8, AFSCME, AFL-CIO

  
\_\_\_\_\_  
Roberta Skok, Regional Director

RICHLAND COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Tim Wert  
  
\_\_\_\_\_  
Ed Olson  
  
\_\_\_\_\_  
Gary Utt

LOCAL 3988, AFSCME, AFL-CIO

  
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\_\_\_\_\_  
\_\_\_\_\_

Negotiating Team

  
\_\_\_\_\_  
Kelly Cicolani, Director of H.R.