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**AGREEMENT BETWEEN
THE MAHONING COUNTY
CLERK OF COURTS**

and

**AFSCME (AFL-CIO)
OHIO COUNCIL 8
LOCAL 3956**

Effective: January 1, 2014

Expires: December 31, 2016

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**ARTICLE 1
PREAMBLE/PURPOSE**

The Mahoning County Clerk of Courts (hereinafter referred to as "Employer") and the American Federation of State, County and Municipal Employees, Local 3956 and Ohio Council 8, AFL-CIO and Ohio entered into this Collective Bargaining Agreement for the period specified in the Duration Article of this Agreement.

Section 1. This Agreement has as its purpose the promotion of harmonious relations between the Employer and the Union and to provide a fair and reasonable method of enabling employee's representation, in the establishment of the terms and conditions of their employment.

Section 2. It is the intent of the parties and purpose of this Agreement to set forth understandings and agreements between the parties governing wages, hours of work, working conditions, fringe benefits, terms and conditions of employment for all employees included in the bargaining unit as defined herein. This Agreement will also provide a procedure for the prompt and equitable adjustment of alleged grievances that may arise.

**ARTICLE 2
UNION RECOGNITION**

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining representative of all employees of the Mahoning County Clerk of Courts included in the bargaining unit certified by SERB in Case Number 92-REP-09-0201 (1992) and any later amendments thereto. The certified unit is attached as Appendix A to this Agreement.

Section 2. Any new classification added by the Employer shall become a subject of bargaining as to inclusion in or exclusion from the bargaining unit. Should an impasse be reached in any dispute relative to the inclusion or exclusion of a new classification, the dispute shall be resolved as provided by Chapter 4117 of the Ohio Revised Code.

**ARTICLE 3
NON-DISCRIMINATION**

Section 1. The Employer and the Union agree to comply with all applicable Federal, State and Local laws regarding non-discrimination based upon sex, race, color, creed, national origin, disability or political affiliation. Further, neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of membership or non-membership in the Union.

Section 2. All references to employees in this Agreement designate both sexes, and wherever the male or female gender is used, it shall be construed to include male and female employees.

Section 3. Neither the Employer nor the Union will engage in or condone sexual harassment of employees or members of the Public. The Employer shall maintain a policy for investigation and resolution of alleged incidents of sexual harassment. The Union may represent a bargaining unit employee (either an alleged harasser and/or harassee) in the investigation procedure.

ARTICLE 4
UNION REPRESENTATION

Section 1. The Employer agrees to admit Union staff representatives to the Employer's facilities during the Employer's normal office business hours, Monday through Friday. The staff representative(s) shall be admitted to the Employer's facilities and sites, for the purpose of processing grievances or attending meetings as permitted herein, providing advance notice is given to the Employer. Upon arrival, the Union Staff Representative shall identify him/herself to the Employer or the Employer's designated representatives. Such visitation shall not interfere with the work of employees, nor interrupt them from their normal work assignments.

Section 2. The Employer shall recognize as Union Stewards all employees certified by the Union with the authority to process grievances and act on behalf of the Union. A list of certified Union Stewards shall be submitted to the Employer and shall remain in effect until a replacement list of certified Union Stewards is submitted. The Union shall be responsible for maintaining a current list on file with the Employer.

Section 3. Generally, the investigation and writing of grievances shall be on non-duty time. Under special circumstances approved by the supervisor, and where work schedules are not disrupted, up to one hour of duty time may be used for one (1) Union Representative to investigate or write a grievance. Under no circumstances shall duty time be used for a Union Representative to travel from one work location to another for the purpose of investigation and writing of grievances. If grievance hearings are scheduled during an employee's regular duty hours, the employee shall suffer no loss of pay while attending the hearing.

Reasonable time shall be granted to one (1) Steward with notice to, and approval of the Steward's supervisor to write grievances on duty time with regard to discharge or suspension without pay. Supervisory approval shall not be reasonably denied.

Section 4. Rules governing the activity of Union Representatives are as follows:

- A. No official of the Union, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. No Union business will be conducted during work hours except to the extent specifically authorized herein. A Steward shall notify his/her supervisor prior to leaving a workstation, indicating the reason and the member of management with whom he/she is meeting.
- B. Employee officials of the Union shall lose no pay as a result of attending meetings with management to discuss Union-management issues.

Section 5. The Employer shall allow a Union representative reasonable time to meet with all newly hired employees to introduce them to information explaining their union rights as members of the bargaining unit once they complete their probationary period and to provide them with a copy of the collective bargaining agreement.

**ARTICLE 5
UNION BULLETIN BOARDS**

Section 1. The Employer shall provide the Union space for a bulletin board at all sites for the purpose of posting Union sanctioned and approved notices and communications. The Union assumes any and all responsibilities and liabilities for any notices posted on the bulletin board.

Section 2. The material posted shall relate to but not be limited to:

- A. Union recreational and social affairs;
- B. Union meetings;
- C. Union appointments;
- D. Notice of nominations and elections;
- E. Results of elections; and
- F. Any other material authorized by the Local Union President.

No material may be posted on the Union bulletin board at any time which contains reporting, commentary, endorsement, criticism, or any other statement which is politically motivated or considered of a partisan political nature, personal attacks upon any other member or any other employee or elected officeholder, attacks on any employee organization, regardless of whether the organization has local membership.

**ARTICLE 6
MANAGEMENT RIGHTS**

Section 1. The Union recognizes the right and authority of the Employer to administer the business of the Office of the Mahoning County Clerk of Courts. In addition to other functions and responsibilities which are required by law, the Union recognizes that the Employer has and will retain the full right and responsibility to direct the operations of the departments, to promulgate reasonable rules and regulations, and to otherwise exercise the prerogatives of management - which more particularly include but are not limited to the following:

- A. To manage and direct its employees, including the right to select; hire; promote; transfer; assign; evaluate; layoff and recall; or to discharge, or discipline for just cause; to maintain order among employees;
- B. To manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed;
- C. To determine the department's goals, objectives, programs and services, and to utilize personnel in the manner designed to effectively meet these purposes;
- D. To determine the size and composition of the work force in the Employer's organizational structure, including the right to relieve employees from duty due to lack of work or lack of funds;

- E. To determine the hours of work and work schedule required to most efficiently operate;
- F. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- G. To determine the necessity to schedule overtime and the amount required thereof;
- H. To maintain the security of records and other important information;
- I. To determine the overall budget;
- J. To maintain and improve the efficiency and effectiveness of the Employer's operations; and
- K. To determine and implement necessary actions in emergency situations.

The above rights are subject to the restrictions and regulations governing the exercise of these rights as are expressly provided in this Agreement.

ARTICLE 7 NO STRIKE/NO LOCKOUT

The parties to this Agreement recognize that the procedures set forth herein shall serve as a means for the peaceful resolution of all disputes that may arise during the term of this Agreement. Therefore, for the life of this Agreement, the parties agree to the following:

- A. That neither the Employer nor its officers or representatives will authorize, instigate, cause and/or condone any lockout of bargaining unit members.
- B. That neither the Union nor its authorized officers or representatives will authorize, instigate, cause and/or condone any strike, work stoppage or concerted "sick" leave or slow down by bargaining unit members.

ARTICLE 8 UNION LEAVES/CONVENTIONS/CONFERENCES

Section 1. Duly elected or appointed delegates to conventions, conferences or seminars of the Union who are in the bargaining unit shall be granted time off for the purposes of participating in such activities. The employee must request such time off one week prior to the posting of the work schedule. Such leave shall not exceed a total of fifteen (15) working days per calendar year for the unit, five (5) days of which will be paid days, commencing calendar year 1994.

Section 2. In lieu of time off without pay, employees may elect to take vacation leave or previously accrued compensatory time for such meetings.

ARTICLE 9
DUES AND FAIR-SHARE DEDUCTION

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 pay period 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. The signed payroll deduction form must be presented to the Employer by the employee or the Union. 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. Dues deductions for bargaining unit employees shall be deducted at one hundred and twenty (120) days or the end of their initial probationary period.

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, action 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.

Section 4. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) written revocation of the check-off authorization.

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

Section 7. The rate at which dues are to be deducted shall be certified to the Employer by the Treasurer of the Union during January of each year. One (1) month advance notice must be given the Employer prior to making any changes in an individual's dues deductions. The Employer shall remit the aggregate of Union dues deductions and a list of employees from whom dues have been deducted within ten (10) days of payroll date to Ohio Council 8, 741 East Broad Street, Columbus, Ohio 43205, Attention: Controller. Where any employee has been removed from the list since the previous month, the Employer will state the reason for the removal (e.g.; retirement, transfer to job outside the bargaining unit, leave of absence, etc.).

Section 8. Employees who are members of the Union may cancel dues deduction by directing a certified letter to the Union and the Employer in the fifteen (15) day period established by law.

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. The fair-share fee obligation shall commence on the one hundred and twenty-first (121st) calendar day of employment.

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 in accordance with the law.

Section 11. Fair-share fee payroll deductions and transmittals shall be made in the same manner provided herein for dues deductions. 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. Where any employee has been removed from the list since the previous month, the Employer will state the reason for the removal (e.g.; retirement, transfer to job outside the bargaining unit, leave of absence, etc.).

Section 12. The Union may amend the fair-share fee amount by providing the Employer with written documentation of its compliance with applicable law. Changes in the amounts to be deducted shall become effective on the thirtieth (30) 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 competent jurisdiction 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. The Employer's obligation to deduct a fair-share fee shall cease upon the determination by a court of competent jurisdiction that the Union's fair-share fee provisions and/or procedures are unconstitutional and invalid.

Section 14. The Union warrants and guarantees to the Employer that no provision of this article violates the Constitution or laws of either the United States of America or the State of Ohio. Therefore, the Union hereby agrees that it will indemnify and 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.

Section 15. This article constitutes the entire agreement between the Union and the Employer with regard to fair-share fees. All other agreements are hereby rendered void. No portion of this article may be amended except by written, signed agreement of the parties.

ARTICLE 10 WORK RULES/REGULATIONS

Section 1. The Union recognizes that the Employer, under this Agreement, has the right to promulgate reasonable work rules, regulations, policies and procedures that regulate the conduct of employees and the conduct of the Employer's services and programs. The Union and/or employees reserve the right to grieve the reasonableness of work rules, regulations, policies and procedures or those which violate this Agreement.

Section 2. The Employers policies and procedures shall be available for review by employees and the Union at all reasonable times.

Section 3. At least five (5) working days prior to implementation of any employee work rule, regulation, policy, or procedure which affects members of the bargaining unit, the Employer shall post a copy and forward a copy to the President of the local Union and his/her designee.

Section 4. The Employer recognizes and agrees that no work rules, regulations, policies, or procedures shall be maintained or established that are arbitrary, capricious or which are in violation of any expressed terms or provisions of this Agreement.

ARTICLE 11 LABOR/MANAGEMENT MEETINGS

Section 1. In the interest of sound labor management relations the parties agree to meet no more than once a month on regularly scheduled work time, unless mutually agreed to the purpose of discussing those matters as outlined in Section 2 below. The parties shall appoint a Secretary from within the group for the purpose of preparing agendas and minutes.

Section 2. The parties shall notify the Secretary to prepare a written agenda of specific matters to be discussed at least five (5) working days in advance of a scheduled meeting. The Secretary shall then distribute the agenda. At the same time the Union shall notify the Employer of the names of those individuals who will be in attendance. If neither party notifies the Secretary of items for the agenda by the fifth working day before the meeting, the meeting shall be waived for that month. Only items on the agenda will be discussed. Minutes will be prepared, reconciled by the parties, and disseminated within fourteen (14) days of each meeting.

The purpose(s) of the meeting shall be to:

- A. Discuss the administration of this Agreement;
- B. Disseminate general information of interest to the parties;
- C. Discuss potential grievances which have not been filed;
- D. Give the Union Representative the opportunity to share the view of their members and/or suggestions on subjects of interest to their members;
- E. Discuss ways to improve efficiency and work performance;
- F. Consider and discuss health and safety matters;
- G. Notify the Union of any operational or policy changes which affect bargaining unit members at least five (5) days before changes occur; and
- H. Discuss new or reclassified positions within the Bargaining Unit.

Section 3. Labor-Management meetings are not intended to be negotiation sessions or used as a basis to alter or amend the basic Agreement. An IBPS method will be used in the meetings when applicable. In addition, Management may provide IBPS training to the Union members selected to the Labor/Management Committee.

Section 4. The minimum and maximum attendance for the parties at a Labor-Management meeting shall be 3-5 people for Labor and 1-3 people for Management.

ARTICLE 12 SENIORITY

Section 1. "Seniority" shall be defined as the uninterrupted length of continuous service with the Mahoning County Clerk of Courts except that an employee with prior public service in Ohio shall be permitted to transfer years of service for purposes of calculation and accrual of vacation. A termination of employment lasting less than thirty-one (31) days does not constitute a break in continuous service.

Section 2. No employee shall acquire seniority rights under this contract until he/she has completed his/her initial probationary period. Upon satisfactory completion of the probation, the employee shall receive seniority from date of hire.

Section 3. Seniority shall be broken (lost) when an employee:

- A. Is discharged for just cause;
- B. Is laid off and not recalled within the time limits specified in this Agreement;
- C. Resigns;
- D. Retires;
- E. Is absent without leave for three (3) or more workdays unless satisfactory explanation for the absence is shown, or if no notice was given, a satisfactory explanation for the failure to give notice; and
- F. Fails to report for work recalled from layoff within fourteen (14) calendar days from the date on which the Employer sends the employee notice by registered mail to the employee's last known address as shown on the Employer's records unless the time is extended in accordance with the Agreement.

Employees shall continue to accrue seniority during:

- A. Absence while on approved leave not exceeding three (3) years except personal or educational leave;
- B. Military leave;
- C. Recall period as spelled out in this Agreement; and
- D. Disability retirement not exceeding three (3) years.

Section 4. Seniority for part-time employees shall be accrued from the date of this agreement based upon pro-rata hours scheduled as compared to that of full-time employees; that is, employees who work 40 hours per pay period shall accrue seniority at half the rate of full-time employees, etc..

Section 5. The Employer shall annually provide the Union President with one (1) copy of a seniority list that shall contain the following information:

- A. Name of the bargaining unit members;
- B. Department;
- C. Classification; and
- D. Date of hire.

ARTICLE 13 PROBATION PERIODS

Section 1. Every newly hired employee will be required to successfully complete a probationary period. This period, which will begin with the first day of employment, shall be one hundred and twenty (120) calendar days for newly hired full-time employees and two hundred and forty (240) calendar days of work for newly hired part-time employees. A newly hired probationary employee may be terminated any time during his/her probationary period and shall have no appeal over such removal.

Section 2. A newly promoted employee or employee awarded a position within their current classification in accordance with Article 14 (Vacancy, Promotions and Bidding) will be required to successfully complete a probationary period in his/her newly appointed/awarded position. The probationary period shall begin on the effective date the employee begins working in their new position and shall continue for a period of sixty (60) calendar days for full-time employees, and one hundred sixty (160) hours of work for part-time employees. An employee who evidences unsatisfactory performance may be returned to his/her former position any time during his/her probationary period.

Section 3. A newly promoted employee or employee awarded a position within their current classification in accordance with Article 14 (Vacancy, Promotions and Bidding) may voluntarily return to his/her former position within thirty (30) calendar days of assuming the new job duties, but may not bid on the same classification in the same location for a period of one (1) year following return to the former job. Employees who fail probation also may not bid on the same classification in the same location for a period on one (1) year following return to their former job.

Section 4. A newly promoted employee is prohibited from bidding on another position for a period of ninety (90) calendar days from the effective date of the promotion. This prohibition does not apply to involuntary transfers.

Section 5. New hires and promoted employees will be evaluated approximately half way through, and again within two (2) weeks of the end of their probationary period.

ARTICLE 14
VACANCY, PROMOTIONS AND BIDDING

Section 1. When the Employer determines that a vacancy exists, or a new position or classification is created within the bargaining unit, the Employer shall post notice of such opening(s) in all work sites for a period of five (5) working days. The notice shall contain the job title, rate of pay, work site, brief description of duties, qualifications as specified in the job description, and date of the posting.

Any employee who has passed his/her initial probationary period and wishes to be considered for the posted position shall file a written application with the Clerk of Courts before the end of the posting period. A copy of all job postings and applications shall be forwarded to the Union President.

Section 2. Applicants who meet the minimum qualifications as set forth in the job descriptions will be considered in the following order:

1. Employees in the same classification as the vacancy;
2. Employees in the same department as the vacancy;
3. Employees in other departments of the Employer; and
4. Outside applicants

Along with the applicants, the Employer shall consider any employee who is on layoff from the classification as if he/she had submitted a bid. The position(s) will be awarded to the most senior qualified applicant. Qualifications of candidates for the positions of Deputy Clerk/Head Cashier/Bookkeeper and Head Bookkeeper may be determined by testing the applicant(s) knowledge, skills and abilities as required in the position description; however, employees holding the position of Deputy Clerk/Head Cashier/Bookkeeper as of the date of this agreement shall not be subject to testing to maintain their current positions. The Employer may select between two qualified employees who are equal in seniority. For purposes of this Article, a department is Legal, Title and each of the Branch Courts, individually. After the position is awarded, the name of the individual selected will be posted.

Section 3. Should the Employer decide not to fill a position after it is posted, a notice to that effect shall be posted and the Employer will meet with the Union to discuss the reason for not filling the position. In the event a position is not filled within sixty (60) calendar days after the closing of the posting period and the Employer elects to subsequently fill the position, the notice will be reposted for new bids in accordance with this Article. All previous bids for that position shall be considered null and void.

Section 4. Temporary vacancies exceeding thirty (30) calendar days shall be filled in accordance with this article, unless a written agreement has been reached between the Union and Employer in accordance with Article 15 (TEMPORARY TRANSFERS). Postings for temporary vacancies shall indicate the probable time for which the vacancy will exist. The Employer retains the right to reject a bidder for a temporary vacancy based upon the workload in the bidder's permanent position. The successful bidder for a temporary vacancy shall be returned to his/her former position at the completion of the temporary assignment.

**ARTICLE 15
TEMPORARY TRANSFERS**

Section 1. Temporary filling of a position shall not exceed thirty (30) calendar days. Where a position is to be filled in excess of thirty (30) calendar days, it shall be filled in accordance with the procedure established in Article 14 (Vacancy, Promotion, and Bidding), or the thirty (30) day limit may be extended by written agreement between the Union and Employer. An appointment to acting supervisor in excess of thirty (30) days does not create a vacancy for the purposes of this article.

Section 2. Employees who are assigned to temporarily work in a lower classification shall continue to receive the rate of pay for their permanent classification. Employees who are assigned temporarily to classifications above their permanent classifications for one (1) or more workdays shall receive an additional premium of \$1.00 per hour for the time worked in the higher classification. The Employer shall notify the Union each time an employee is temporarily transferred to another classification.

An employee may be appointed acting supervisor for four (4) or more hours and receive an additional \$2.00 per hour for the time worked under that appointment.

Section 3. When a temporary transfer of personnel from one location to another is determined by the employer to be necessary, the employer shall choose the location from which the transfer is made. Employees at that location have the right to refuse the transfer. Should all active employees at the location and in the classification from which the transfer is made refuse transfer, the lowest senior employee at that location and in that classification capable of performing the work will be required to accept the transfer. This section will not apply to any new classifications created after the effective date of this agreement and defined by the job description as a "floater" or one whose duties include travel to multiple work locations as assigned.

**ARTICLE 16
PERMANENT TRANSFERS**

Section 1. Permanent transfers will be defined as vacancies in excess of 30 days that are not temporary transfers. Such transfers shall be filled in accordance with the procedure established in Article 14 (VACANCY, PROMOTION AND BIDDING).

Section 2. When no bargaining unit member bids on a permanent transfer, the Employer will assign the least senior qualified member of the bargaining unit from the vacancy's classification (excluding those at the location of the vacancy) within the Clerk of Courts. This assignment will be considered a permanent transfer.

**ARTICLE 17
LAYOFF/RECALL**

Section 1. Whenever it becomes necessary to lay employees off due to lack of work or lack of funds, layoff shall occur in the following order:

1. Seasonal and temporary employees.
2. Newly hired employees who have not completed their probationary period.

3. Part-time employees.
4. The least senior employee(s) in each affected classification.

Section 2. Before any employee is given notice of layoff, the Union and the Employer will meet immediately for the purpose of discussing the impact of layoffs on bargaining unit employees and possible alternatives to layoffs.

Section 3. Laid off employee shall be notified at least fourteen (14) days prior to layoff by certified letter. The notice shall contain the date of commencement of layoff and a notice of the employee's right to "bump." The Union shall be given a copy of all layoff notices.

Section 4. The employee shall notify the Employer of his/her intent to bump within five (5) workdays of receipt of the notice. Any employees not submitting such request within five (5) working days shall be considered to have accepted the layoff. Should the employee opt to accept the layoff, he/she may upon written request receive all accrued vacation pay.

Section 5. An employee considered to have accepted a layoff and having greater than one week's accrued vacation time (40 hours or more) should make written request to the Employer within five (5) working days of the layoff's effective date selecting a vacation pay-out option. An employee may elect to:

- A. Receive all accrued vacation time.
- B. Have the Employer retain all the accrued vacation time for the duration of any recall period.
- C. Receive a partial payment of accrued vacation time and have the Employer retain the balance for the duration of any recall period.

An employee with less than one (1) full week's accrued vacation time will receive payment for all accrued vacation time. Eligible employees selecting options #2 or #3 must retain a balance equal to at least one (1) full week's vacation. Employees selecting option #3 must specify in the written request the exact amount of accrued vacation time (in whole hours) that will be paid-out and the exact amount to be retained. Payment of accrued vacation occurs only once – so any balance will be retained for the entire recall period and then forfeited if the employee has not been recalled. An eligible employee who does not make a proper written request to the Employer within the specified time period will receive payment for all accrued vacation.

Section 6. An employee may "bump" any employee in his/her classification who has less seniority. If an employee does not have enough seniority to "bump" an employee in his/her classification, then that employee may "bump" an employee in a lower classification who has less agency seniority, provided he/she meets the minimum qualifications of the lower classification as specified in the job description and is able to perform the duties of the lower classified position after familiarization. Any employee displaced by the "bumping" process may exercise his/her right to "bump" as though he/she had been laid off. Should a bumped or laid off employee not elect to "bump", the Employer shall not challenge any unemployment benefits.

After all employees have exhausted their bumping privileges and the layoff procedure has been completed, the Employer, at his/her discretion, may assign employees to any department throughout the Agency in order to maintain a quality level of functional operational needs. For identification purposes, the departments of the Clerk of Courts are Legal, Title, and each branch court individually.

Section 7. All employees in the affected classification(s) shall be offered a voluntary layoff before employees are laid off involuntarily. Voluntary layoffs shall be awarded by agency seniority. The Employer and employee must agree in writing as to the duration of the layoff before a voluntary layoff is effective. A voluntary layoff may be extended or shortened by mutual agreement between the employee, the Union and the Employer.

Section 8. Employees shall retain recall rights for three (3) years to the classification from which he/she was laid off. His/her agency seniority shall continue to accrue during the recall period. An employee who accepts recall to a position other than that from which the employee was laid off shall retain recall rights to the position from which the employee was laid off for a period of three (3) years from the date of layoff.

Section 9. When a recall is necessary in a classification in which an employee with recall rights was laid off or displaced from, recall shall be made in the inverse order of a layoff; that is, the most senior employee in such classification shall be recalled first.

Section 10: The Union and the employee being recalled shall be notified by certified letter at least fourteen (14) days before the recall commences. An employee shall notify the Employer within five (5) calendar days following the date of receipt of the notice (or the Union's receipt of the notice) of his/her intention to return to work.

Section 11. For purposes of this article, familiarization is defined as the acquaintance with the processes and procedures of the job, and not training to attain knowledge, skills or abilities necessary to perform the job.

ARTICLE 18 JOB DESCRIPTIONS AND JOB AUDITS

Section 1. Each employee shall be given a copy of his/her job description. Any employee may request a copy of any job description for a posted vacancy.

Section 2. Should a new position be established within the Bargaining Unit, the Employer shall review the classification assignment and rate of pay with the Union at the next regularly scheduled Labor Management Meeting (Article 11). Any reclassification (change of duties greater than 20%) will also be reviewed at the next scheduled Labor Management Meeting.

Section 3. The Union will have the opportunity to respond with edits or corrections to the new or reclassified position description at the time it is introduced, or no later than the next regularly scheduled Labor Management Meeting. Management will respond with a final draft upon receipt of any edits or corrections, but no later than the next regularly scheduled Labor Management Meeting.

Nothing in this article precludes the Employer from evaluating the responsibilities and duties of a job to reclassify it. No current employee shall suffer any loss of compensation as a result of such reclassification. However, if such an evaluation indicates that the position merits a lesser rate of pay, the newly established rate of pay shall become effective when the position is to be filled with a new or different employee.

Section 4. Should the Employer establish wage rate(s) for any new position(s) determined to be included in the bargaining unit and the Union disagrees with the Employer, the Union may file a grievance at Step 3 of the Grievance Procedure within five (5) calendar days of the Employer's final answer in Section 2 herein.

ARTICLE 19 GRIEVANCE PROCEDURE

Section 1. The grievance procedure is a formal mechanism intended to assure that grievances are promptly heard, answered and appropriate action taken to correct a particular situation.

Section 2. The term "grievance" shall mean an allegation by a bargaining unit employee or the Union that there has been a breach, misinterpretation or improper application of this Agreement.

Section 3. Any member of the bargaining unit may bring a grievance under this procedure. Where a group of the bargaining unit members desires to file a grievance involving a situation affecting each member in the same manner, one member selected by such group will process the grievance. Where the Union files the grievance, the Chief Union Stewart shall be the grievant of record.

Section 4. All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of Management's answer at the last completed step. Any grievance not answered by Management within the stipulated time limits shall be considered to have been answered in the negative and may be appealed to the next step of the grievance procedure.

Section 5. The written grievance shall be submitted on the AFSCME grievance form and shall contain the following information: aggrieved employee's name, classification, date and approximate time of incident giving rise to grievance, date grievance was filed in writing at Step 1, specific articles and section of the Agreement alleged to be violated, a brief statement of the facts involved in the grievance, and the remedy requested to resolve the grievance.

Section 6. The time limitations provided for in this article may be extended by mutual agreement between the Employer and the Union.

Section 7. Grievances shall be processed in the following manner:

Informal Step

An employee having a grievance will first bring that complaint verbally to the attention of the employee's supervisor within seven (7) days of the employee's knowledge of the incident giving rise to the grievance. The supervisor shall discuss the grievance with the employee and within three (3) days of their discussion respond to the employee with an answer. If the employee is not satisfied with the response given by the supervisor, the employee shall, within three (3) workdays, reduce the grievance to writing on the agreed form and submit at Step 1. Where an employee reports directly to a Department Head, Step 1 of the grievance procedure shall be waived, and the grievance may be presented directly at Step 2.

Step 1 – Supervisor

The supervisor, within three (3) workdays of receipt of a written grievance, shall schedule and notify the Union Steward of a formal meeting between him/herself, the steward and the employee filing the grievance. Prior to this meeting, the supervisor shall make a complete and thorough investigation of all the allegations contained in the grievance. The supervisor shall provide the employee with his/her written response to the grievance within three (3) workdays of the meeting. If the employee is not satisfied with the written response from the supervisor, the employee may, within three (3) workdays, pursue the grievance to Step 2 of the procedure.

Step 2 – Clerk of Courts

The Clerk of Courts or his/her designated representative shall meet as required on a date mutually scheduled between the grievant, Union and Clerk of Courts to discuss any grievances properly at Step 2 of the grievance procedure. Within ten (10) workdays of the meeting, the Clerk of Courts or his/her designated representative shall provide the employee and the Union with a written response to the grievance.

Step 3 – Arbitration

If the grievance is not satisfactorily settled in Step 2, the Union may submit the grievance to final and binding arbitration by submitting notice to the Employer within thirty (30) calendar days of the receipt of the written answer at Step 2, and by submitting a request to the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) arbitrators, with a copy of such request delivered to the Employer. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the third step answer.

Upon receipt of the list of seven (7) arbitrators, the parties shall meet to select an arbitrator within ten (10) calendar days from the date the list is received. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the FMCS.

Prior to striking, either party shall have the option to completely reject the list of names provided by the FMCS and request another list. Each party shall be limited to one (1) rejection. The party who rejects this list shall pay the cost of a replacement list. The party requesting the arbitration shall be the first to strike a name from the list, then the other party shall strike a name and alternate in this manner until one name remains on the list. The remaining name shall be designated as the Arbitrator to hear the dispute in question.

Either party may request a pre-arbitration conference in order to agree to a submission agreement and stipulations, exchange a list of witnesses or discuss procedures and conduct for arbitration.

All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS. The arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of those specific articles and/or sections of this Agreement in question.

The arbitrator shall not have the authority to add to, subtract from, change or alter any provision of this Agreement, nor to add to, subtract from or modify the language therein in arriving at his/her determination on any issue presented that is proper within the limitations expressed herein.

The arbitrator shall expressly confine him/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issues so submitted to him or to submit observation or declaration of opinion which are not directly essential in reaching a decision on the issue in question. Except in the instance where Management has established a new classification, the arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date of the incident giving rise to the grievance, but in no event more than twenty-one (21) calendar days prior to the date the grievance was filed.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

The decision of the arbitrator shall be final and binding upon the Union, the employee and the Employer. All costs directly related to the services of the arbitrator shall be borne equally by the Employer and the Union.

Expenses of any non-employee witnesses shall be borne by the party calling the witness. The fees of court reporters shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

Any employee may have one (1) employee Union Representative accompany him/her at the informal step and Step 1, and up to two (2) employee Union Representatives and one (1) non-employee Union official at Step 2. The employee may have two (2) employee Union officials accompany him/her in Step 3, in addition to any non-employee Union officials. Employee representatives, witnesses, and the grievant will lose no straight time pay as a result of meetings with the Employer or arbitrator at any step of the grievance procedure.

Section 8. Presentation or appeal of a grievance to the Employer may be made by the appropriate Union official or employee on duty time. The Employer Representative, Union Representative or employee shall sign the grievance indicating date of the receipt, and a copy shall be provided to the other party(s).

Where an employee does not elect to be represented by the Union at any step of the grievance procedure, the Union shall have the right to be present at any grievance meeting to ensure that the grievance is resolved only in accordance with the terms and provisions of this Agreement. All grievances presented under such circumstances shall be resolved with the terms and provisions of this Agreement. An employee who waives Union representation at any step of the grievance procedure may represent him/herself, but may not be represented by any other advocate.

Section 9. For a grievance filed by one member of the bargaining unit, the time limitations placed upon the grievant to proceed to the next step shall not include scheduled vacation days of the grievant.

Section 10. For any grievance that originates from a level above the first step of the grievance procedure may be submitted directly to the step or level from which it originates.

Section 11. All pre-arbitration and grievance settlements reached by the Union and the Employer shall be final, conclusive and binding on the Employer, the Union and the employees. A grievance may be withdrawn at any time by the Union during Steps 1 and 2 of the grievance procedure, and the withdrawal shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any other grievance.

ARTICLE 20 PERSONNEL FILES

Section 1. A member of the bargaining unit may request an opportunity to review his/her personnel record, except for pre-employment letters of reference and confidential medical information, and may add memoranda to the files clarifying documents contained in the file. An employee may have an Officer or Representative member of the Union present when reviewing his/her file. A request for copies of items included in the file will be honored, except for documents noted above. A member of the bargaining unit may request removal of specific items in his/her file subject to review by the Clerk of Courts or designee on a case by case basis. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition. Members of the bargaining unit shall be notified when written reprimands are placed in their personnel files.

Section 2. Any material in the employee's personnel record which has not been seen or signed by him/her, or a copy sent to him/her, will not be used against him/her. The signing of any materials to be placed into an employee's personnel record, will not indicate an agreement by the employee as to the contents of the material, but does acknowledge he/she has seen it. Employees are required to sign acknowledgements.

ARTICLE 21 DISCIPLINARY PROCEDURES

Section 1. No form of disciplinary action will be taken against any employee except for just cause.

Section 2. Except in instances where the employee is found guilty of gross misconduct, discipline shall be applied in a corrective, progressive, and uniform manner.

Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct.

Section 3. Whenever the Employer determines that an employee will be suspended for disciplinary reasons, or terminated, the Employer shall notify the employee, the Union President and the Ohio Council 8 Staff Representative, in writing, of the exact charges against the employee and what form of discipline may be imposed. Such notice shall be sent to all parties within ten (10) working days of the day the Employer has knowledge of the event necessitating or allegedly causing the disciplinary action. For this purpose, "working days" shall be defined as Monday through Friday, excluding legal holidays.

The employee may be accompanied by a Union Steward or officer during the disciplinary meeting. Should the employee not wish to be represented by the Union, a Union Representative shall be allowed in the disciplinary meeting as an observer only. The employee shall have an opportunity to respond orally to the charges prior to discipline being imposed, or may have the Union Representative present his/her response. Any resolution to the disciplinary action by the employee and the Employer shall be consistent with the terms and provisions of this Agreement. An employee who is disciplined may file a grievance in accordance with the grievance procedure herein. An employee who is suspended or terminated may file a grievance at Step 3 of the grievance procedure, and may have a conference with a Union Steward or officer for the purpose of completing a grievance form prior to leaving the Employer's premises.

Section 4. Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters according to the following schedule:

Instruction and Cautioning:	Nine (9) months
Written Warning:	Twelve (12) months
Suspension:	Twenty-four (24) months

Disciplinary "instruction and cautioning" and written reprimands shall be delivered to the employee no later than fifteen (15) working days after the Employer's knowledge of the incident leading to disciplinary actions.

Section 5. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

Section 6. Bargaining unit employees will not lose holiday pay by virtue of being absent the day before or the day after the holiday if the absence is due to being on suspension.

ARTICLE 22 HOURS OF WORK/OVERTIME

Section 1. This article is intended to define the normal range of work hours for full-time employees and shall not be construed as a guarantee of work per day or per week. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or workweek for the purpose of promoting efficiency or improving services; from establishing the work schedules of employees; or establishing part-time positions. Nor shall it be construed to allow reduction of the workweek below the established hours for regular full-time employees. Such restructuring shall not be done in an arbitrary manner.

Section 2. The normal workweek for regular full-time employees shall be forty (40) hours per week exclusive of one-half (1/2) hour time allotted for a meal period. Work hours in a workday shall be consecutive. In the event it is necessary to change the hours of work, starting and quitting times of any shift, and schedule of hours the Employer shall first meet with the Union to discuss the changes.

Section 3. Each employee shall be granted two (2) fifteen (15) minute rest period with pay, which will be scheduled by the Supervisor whenever practical. Rest periods should be taken at a time and in a manner that does not interfere with the efficiency of the work unit.

Section 4. When an employee is required by the Employer to work more than the regular weekly schedule, he/she shall be compensated at the straight-time rate of pay to forty (40) hours. For hours in excess of forty (40), he/she shall choose to be compensated at one and one-half (1 ½) times the employee's regular hourly rate of pay or with compensatory time equal to one and one-half (1 ½) the total number of hours worked above forty (40). Vacation time and holiday time shall be considered "time worked" for purposes of calculating overtime, but sick leave shall not be considered time worked.

Section 5. The Employer shall be the sole judge of the necessity for overtime. When overtime is necessary to be worked, the Employer shall ask the employee(s) who are at work in the classification at the location affected. In the event the required number of employees cannot be obtained from the classification and location affected, the Employer shall assign the overtime work to employees at work from within the classification at the location in inverse order of seniority.

The Employer shall endeavor to make an equitable distribution of overtime when the necessity of overtime arises as defined in this section. On January 1 of each year, all overtime totals shall revert to zero for the purpose of overtime distribution.

Section 6. Employees who are required to return to work for a partial shift starting on or after 5:00 P.M. (generally, the area courts) shall receive an additional premium of one dollar (\$1.00) per hour over their regular rate of pay for all work hours after 5:00 P.M.

Section 7. For purposes of flextime, the Employer shall have the sole authority to determine if an employee will be assigned overtime status or flextime status within an eighty (80) hour pay period. If it is determined that an employee will work in a flextime status within an eighty (80) hour pay period, then that employee shall be compensated at their straight time rate of pay.

Any scheduled flextime hours in excess of a continuous eighty (80) hour pay period shall be compensated at the premium rate of time and one-half (1 ½) the employee's rate of pay with the affected employee's option of pay or compensatory time off.

Any agreed upon flextime schedule shall also include the option of non-assigned employees being rotated equally on a voluntary basis.

ARTICLE 23 SICK LEAVE

Section 1. Crediting of Sick Leave

Sick leave credit shall be earned at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including paid vacation and sick leave, but not during a leave of absence or layoff. The maximum time accumulated shall not exceed one hundred twenty (120) hours per year. Unused sick leave shall accumulate without limit.

Section 2. Retention of Sick Leave

An employee who transfers from another Mahoning County agency to the Clerk of Courts shall retain any sick leave balance.

Section 3. Expiration of Sick Leave

If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a disability leave or a personal leave.

Section 4. Charging of Sick Leave

Sick leave shall be charged in minimum units of one-half (1/2) hour. An employee shall be charged for sick leave only for days upon which he/she would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings.

Section 5. Uses of Sick Leave

Sick leave shall be granted to an employee upon approval of the Employer for the following reasons:

- A. Illness or injury of the employee or member of the immediate family where the presence of the employee is required;
- B. Medical, dental or optical examination or treatment of employee which cannot be scheduled during non-working hours;
- C. If a member of the immediate family is afflicted with a contagious disease and requires the care and attention of the employee or when, through exposure to a contagious disease, the presence of the employee at his/her job would jeopardize the health of others; and
- D. Pregnancy and/or childbirth and other conditions related thereto.

Section 6. Evidence Required for Sick Leave Usage

The Employer shall require an employee to furnish a standard written signed statement explaining the nature of the illness to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certification shall be grounds for disciplinary action including dismissal.

Section 7. Notification by Employee

When an employee is unable to work he/she shall notify the Supervisor or other designated person within one (1) hour of the time he/she is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or the employee has made other reporting arrangements with the Supervisor.

Section 8. Abuse of Sick Leave

Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Applications for sick leave with intent to defraud may result in disciplinary action, up to an including dismissal and refusal of salary or wage paid.

Section 9. Bereavement Leave

Full-time bargaining unit employees shall be granted bereavement leave of five (5) days in the event of a death of the employee's spouse or child and shall be granted bereavement leave of three (3) days in the event of a death of the employee's mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents and loco parentis. Such leave is in lieu of any sick leave for which the employee may be entitled, and is not charged against the employee's sick leave balance. Funeral leave days must be consecutive workdays and include the day of the funeral. Where the day of the funeral is on a day the employee is otherwise not scheduled to work, the consecutive workdays will be scheduled with the approval of the Supervisor. Up to three (3) additional days may be granted by the employer, to be charged against the employee's sick leave balance, in cases of unusual circumstances.

Section 10. Physician Statement

If medical attention is required, the employee shall be required to furnish a statement from a license physician or psychologist notifying the Employer that the employee was unable to perform his/her duties. Such physician statement may be required for an absence of three (3) or more consecutive workdays due to illness and shall be required for an absence of five (5) or more consecutive workdays due to illness. The Employer may require a physician's certification of disability or other proof where the Employer suspects abuse of sick leave.

Section 11. Physician Examination

The Employer may require an employee to take an examination conducted by a licensed physician or psychologist - selected by the Employer from a panel of five (5) physicians agreed to by the Employer and Union on a case by case basis - 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 or disability leave. The cost of the examination shall be paid by the Employer.

**ARTICLE 24
CONVERSION OF UNUSED SICK LEAVE**

Section 1. After completion of ten (10) years of continuous service with Mahoning County, employees who leave public employment and are eligible to retire shall be entitled to convert accrued but unused sick leave to a cash payment in the amount of one (1) hour's pay for each four (4) hours of accrued but unused sick leave at the time of retirement, to a maximum of two hundred forty (240) hours pay.

**ARTICLE 25
FAMILY AND MEDICAL LEAVE**

Section 1. The parties agree to be bound by the provisions of the Family and Medical Leave Act of 1993 and all subsequent amendments.

Section 2. No employee shall lose seniority during the period of time off which is attributable to the Family and Medical Leave Act. The employee is required to utilize all available leave for FMLA absences before requesting unpaid leave for such absences, except that forty (40) hours of paid leave may be retained for the employee's use upon return to work.

**ARTICLE 26
INJURED ON DUTY LEAVE**

Section 1.

- A. Policy Statement
It is the policy of the Employer to provide employees with Injured On-Duty Leave when injured in the course and scope of employment.

- B. When an employee is injured in the course and scope of employment and is off more than seven (7) days as a result of the injury, the employee shall be eligible for Injured On-Duty Leave. The employee shall be paid for all days from the date of injury until ninety (90) calendar days after the injury. There shall be no loss of benefits provided by the Employer or any applicable labor agreement during the leave.

- C. To be eligible, the employee, when injured must:
 - 1. Submit a signed incident report detailing the nature of the injury, the date of occurrence, the identity of all witnesses and persons involved, the facts surrounding the injury, and any other information supporting the granting of Injured On-Duty Leave;

2. File for Worker's Compensation benefits with the Ohio Bureau of Worker's Compensation;
 3. Furnish the Employer with a signed medical authorization for the claimed injury for the release of medical records;
 4. Suffer lost time from employment for a period exceeding seven (7) consecutive days; and,
 5. Submit medical certification from the employee's physician of record specifying the extent of the injury, the recommended treatment, the employee's inability to return to work as a result of the injury, and an estimated date of return.
- D. The Employer reserves the right to review the employee's status every thirty (30) calendar days and require the employee to have an independent medical examination by a physician selected and paid for by the Employer at any time during the leave.
- E. Leave will be paid at the employee's current hourly rate at the time of injury for a period not to exceed ninety (90) calendar days.
- F. If, for any reason, the employee's Workers' Compensation claim is denied or disallowed, said leave shall cease and the employee will be required to reimburse the Employer for any amounts paid through this section. The rate and method for reimbursement will be determined by the department head on a case-by-case basis.
- G. If the employee is not released by their physician at the end of the Injured On-Duty Leave, the employee will be placed on FMLA leave for a period not to exceed twelve (12) weeks.
- H. If the employee is unable to return to work or unwilling to return to work, the Employer, in conjunction with the Appointing Authority, will begin proceedings for Involuntary Disability Separation or Voluntary Disability Separation pursuant to County policy and Ohio Administrative Code.
- I. If at any time subsequent to the occupational injury the employee is released to return to work with restrictions, the employee must petition to Return to Work with Modified Duty through the County's Risk Manager. The Risk Manager will work with the employee, the union representative, the rehabilitation vendor, the Employer, and the Bureau of Workers' Compensation to establish the assignment. In no case will modified duty exceed thirty (30) days. Any case that needs to extend beyond thirty (30) days, for up to two (2) additional weeks, will be reviewed by the Risk Manager and a decision in concert with the Employer will be final. The period will be transitional in that it will provide evidence of the employee's ability to perform job functions which have been established under the review of the employee's physician of record. In using this program, it is the expectation that at the end of the thirty (30) days, the employee will be able to return to work without restrictions.

ARTICLE 27
TRANSITIONAL WORK PROGRAM

Section 1.

A. Scope

This program will be used to direct the work of all injured employees.

B. Policy

1. Any time that an employee presents the employer with a medical return to work notice that indicates the employee can return to work under restricted function, commonly known as light duty, the return to work notice will be immediately referred to the Mahoning County Risk Manager.
2. The County Risk Manager will correspond with the medical provider issuing the notice to determine the employee's limits as far as the essential functions of the transitional work that may be assigned to the employee.
3. The Employer, along with the Risk Manager, will determine if the employee is eligible for assignment to the Transitional Work Program.
4. The Employer may assign the employee requesting and approved for transitional work to an assignment for a period not to exceed ninety (90) calendar days. The assignment of the employee will not cause the displacement of any other employee from any bid position. The transitional work assignments will fall outside of the bidding processes in the C.B.A. and will be discretionary assignments by the Employer. The transitional work assignments will not be permanent jobs and will not be construed as new jobs created for vacancy bidding.
5. At the end of ninety (90) calendar days, the County Risk Manager, the Employer, and if applicable, the employee's medical provider, will make a decision as to the employee's availability to return to his/her regular assignment. It will be the expectation of the Employer that most employees will make the transition into their regular assignment within the ninety (90) calendar days.
6. If an employee is unable to make transition back to regular assignments within the ninety (90) calendar day limit, the Employer will consult with the Risk Manager, Human Resources Director and the Administrative Staff, to place the employee on sick leave, unpaid leave, FMLA, or initiate disability separation proceedings.

ARTICLE 28
MILITARY LEAVE POLICY

Section 1.

Ohio National Guard, Defense Corps, Naval Militia and all U.S. Armed Forces reserve component members are authorized up to thirty-one (31) days paid leave or a maximum of one hundred seventy-six (176) hours per calendar year for training purposes. The employee must submit a copy of the Active Duty for Training Orders with the request for leave and complete the required leave papers. This Section applies to full time permanent employees.

A. Eligibility and Rights

Permanent public employees who are members of the Ohio organized militia or members of other reserve components of the armed forces of the United States are entitled to a leave of absence with pay for the time they are performing services in the uniformed services for a period of up to one (1) month (22 eight hour work days or 176 hours) for each calendar year in which they are performing service in the uniformed service.

In addition to the previous entitlement, employees who are called or ordered to the uniform services for longer than one (1) month will be entitled, for the period of leave in excess of 1 month, to the lesser of:

1. Five Hundred Dollars (\$500.00); or,
2. The difference between their gross monthly wage as a permanent public employee and the sum of the employee's gross uniformed pay and allowances received that month.

If the employee's gross uniformed pay and allowances received that month is greater than the employee's gross monthly wage as a permanent employee, the employee shall not receive any payment.

The permanent public employee must present the published order authorizing the call or order to the uniformed services or a written statement from the appropriate military commander authorizing the service as soon as practicable. The employee, spouse, or dependent of the employee shall have the right to continuation or reactivation of health care coverage for the duration of the leave of absence.

If the employee, spouse, or dependent of the employee requests continuation or reactivation of the coverage, the employee, spouse, or dependent of the employee, as well as the County, will be liable for payment of the same costs for the coverage as if the employee was not on a leave of absence.

ARTICLE 29
LEAVES OF ABSENCE

Section 1. Disability Leave and Disability Separation

An employee who becomes unable to perform the duties of his/her position due to a disabling illness, injury or condition (including pregnancy and conditions related thereto), shall be granted a disability leave for up to six (6) months (including time for which the employee is eligible for Family and Medical Leave) upon presentation of appropriate medical evidence. At the sole discretion of the Employer, an additional disability leave of up to six (6) months may be granted upon presentation of appropriate medical evidence. If the employee is unable to return to active work status within six (6) months due to the same or related disabling illness, injury, or condition, the employee will be given a disability separation. If an employee is placed on disability leave without pay and is subsequently given a disability separation, the total combined time of absence due the disability shall not exceed three (3) years for the purpose of reinstatement rights. Satisfactory written documentation substantiating the cause, nature and extent of the disabling illness, injury, or condition shall be required prior to the granting of a disability separation, unless the employee is hospitalized at the time the leave is to begin or the disability separation is given. If the Employer requests an examination, the Employer shall bear the cost of the examination. Upon the employee's return from disability leave or disability separation, he shall be returned to the same or similar position with the employee's former classification. If no similar classification exists, then a layoff situation may occur pursuant to Article 17, Layoff/Recall.

Section 2. Personal Leaves of Absence

An employee may request an unpaid leave for any reason for up to six (6) months with the approval of the Employer. A leave of absence for public service or education may be granted for up to two (2) years. The request for a leave of absence must be submitted in writing for a specific period of time.

Acceptable reasons for an unpaid leave of absence include:

- A. Voluntary service in any government sponsored program of public betterment;
- B. Family reasons that do not qualify under Family and Medical Leave (see Article 25); and
- C. Other reasons for good cause as determined by the Employer.

Section 3. Education Leave

An employee who has completed at least one (1) year of service with the Clerk of Courts may be granted an unpaid educational leave for a maximum period of two (2) years for purposes of education, training, or specialized experience which would be of benefit to the Employer by improved performance at any level. An employee shall submit to the Employer pertinent information relating to the training for which the educational leave is requested.

Section 4. Vacation Credit and Seniority during Leave

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 seniority is a factor. Seniority shall be established for all other purposes pursuant to Article 12, Seniority.

Section 5. Abuse of Leave

If a leave of absence is granted for a specific purpose, and it is found the leave is not actually being used for such purpose, the Employer may cancel the leave and direct the employee to report for work by giving written notice to the employee.

Section 6. Reinstatement from Leave

Upon completion of a leave of absence, the employee is to be returned to the same or similar position within the employee's former classification. If the employee's former classification no longer exists, the employee shall exercise his/her rights pursuant to Article 17, Layoff/Recall.

Section 7. Leaves with Pay.

- A. Court Leave: The Employer shall grant full pay when an employee is summoned for any jury duty by the United States, the State of Ohio, or a political subdivision. All compensation for jury duty must be refused by signing the proper County forms, unless such duty is performed totally outside of normal working hours. An employee released from jury duty prior to the end of a scheduled workday shall report to work for the remaining hours. Employees will honor any subpoena issued to them, including those for Worker's compensation, Unemployment Compensation and Board of Review hearings. It is not considered proper to pay employees when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc. These absences would be leave without pay, vacation or personal time.
- B. Military Leave: Employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty for periods not to exceed a total of one hundred seventy-six (176) hours in any one calendar year. The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty.

Employees who are members of the 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 8. Health Benefits During Leave of Absence

Employer paid health benefits will continue through the end of the month in which an unpaid leave of absence commences, and begins again on the first of the month following an effective return to work. For any time that Employer health benefits are not in effect, an employee may be eligible to pay for benefits under COBRA. Employees on paid leave of absence will continue to be covered by Employer paid benefits for the duration of the paid leave.

**ARTICLE 30
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 to which an employee is entitled is based upon length of service as follows:

<u>Length of Service</u>	<u>Vacation</u>
Less than 1 year	none
1 year but less than 8 years	2 weeks
8 years but less than 15 years	3 weeks
15 years but less than 23 years	4 weeks
23 years or more	5 weeks

Such vacation leave shall be accrued to employees at the following rates:

<u>Annual Vacation Entitlement</u>	<u>Credited Per 80 Hours</u>
2 weeks	3.1 hours
3 weeks	4.6 hours
4 weeks	6.2 hours
5 weeks	7.7 hours

Section 2. New hires may be entitled to vacation service credit earned in other state or local government agencies in Ohio during previous periods of employment.

Section 3. No employee will be entitled to vacation leave or payment for accumulated vacation upon separation under any circumstances until he/she has completed one (1) year of employment with the employer. Thereafter, upon separation of employment, an employee is entitled to compensation at his/her current rate of pay for the prorated portion of any earned but unused vacation leave.

Section 4. Vacations shall be taken in minimum increments of one-half (1/2) hour. Vacations are scheduled in accordance with the workload requirements of the department. In January of each year, the Employer will circulate, by seniority, a calendar to the employees in each department to indicate their vacation preference. Each employee may indicate up to two (2) weeks preference, but no less than one (1) week at a time. Conflicts will be resolved based upon seniority. The calendar will then circulate by seniority until all vacation is scheduled. Vacation of less than one (1) week will be scheduled, by seniority, only after all department employees have selected full weeks. For purposes of scheduling, a week in which a holiday falls is considered one week of vacation. Once vacation is scheduled and approved, it may be changed only with the approval of the Employer. Employees may trade scheduled vacation time so long as it does not interfere with the work schedule. Unscheduled vacation may be taken at any time with the approval of the Supervisor on a "first come, first served" basis.

Section 5. Once vacation has been approved by the Employer, alteration or cancellation of vacation days off by the Employer shall be based only on unforeseen emergency needs, and approved by the Clerk of Courts. The Employer shall notify the Union of the reason for the cancellation in each case where the Employer unilaterally alters or cancels pre-approved vacation for a bargaining unit member.

Section 6. In addition to the above, each employee shall be entitled to four (4) personal days each calendar year which may be taken in not less than one-half day increments with advance notice and approval of the supervisor.

Section 7. Employees hired during the year shall be entitled to one-half personal day for each full quarter of a year (3 month period) remaining in the calendar year from their date of hire.

Section 8. Generally, an employee shall take vacation leave between the year in which it was accrued and the next anniversary date of employment. Under no circumstances may an employee accrue more than three (3) years of accrual of vacation. The Employer may, in special circumstances, permit an employee to accumulate vacation more than three (3) years. This accumulation of vacation time must be approved in advance and must be in response to special circumstances as outlined in a written request submitted by the employee.

Section 9. Days specified as holidays in the Agreement shall not be charged to an employee's vacation leave.

Section 10. In the case of the death of an employee, any unused vacation leave and unpaid overtime shall be paid to his/her spouse, and if none, to his/her estate.

ARTICLE 31 HOLIDAYS

Section 1. Full-time employees shall be entitled to the following paid holidays:

New Years Day	(1 st day of January)
Martin Luther King Day	(3 rd Monday of January)
President's Day	(3 rd Monday of February)
Memorial Day	(4 th Monday of May)
Independence Day	(4 th day of July)
Labor Day	(1 st Monday of September)
Columbus Day	(2 nd Monday of October)
Veteran's Day	(11 th day of November)
Thanksgiving Day	(4 th Thursday of November)
Christmas Day	(25 th day of December)

Section 2. When a holiday falls on Saturday, the Friday immediately preceding shall be observed as the holiday, and when a holiday falls on Sunday, the Monday immediately succeeding shall be observed as the holiday period.

Section 3. Any work performed by an employee on any one of the days listed in Section 1 shall be paid for at one and one-half the employee's usual hourly rate in addition to the holiday earnings.

Section 4. Full-time employees shall be paid for the regularly scheduled hours at their straight time hourly rate for each of the holidays listed in Section 1 above when no work is performed on a holiday.

ARTICLE 32 HEALTH BENEFITS

Section 1. Hospitalization Coverage. The Employer shall make available to all full-time bargaining unit members comprehensive major medical/hospitalization health care insurance. Inasmuch as R.C. 305.171 vests exclusive contracting authority for insurance purposes with the Board of County Commissioners, the Board shall select carriers/providers and otherwise determine the method of provision and coverage. The participating employee may elect coverage (i.e., single, family, two-party, etc.) as provided under the offered plan(s). The Employer agrees that bargaining unit members will be provided with the same plan offerings as non-bargaining unit employees of the Board of Commissioners.

Section 2. Contribution Rates. The Employer shall contribute ninety percent (90%) and bargaining unit members shall contribute ten percent (10%) for the premium cost of health care coverage.

Eligible employees may elect single or family coverage, as may be applicable. Employee participation costs, as may be applicable, shall be made through payroll deduction. Each employee responsible for any health plan costs shall sign a payroll authorization form for the applicable deduction in order to participate in or continue coverage. Upon enrollment/application of an eligible employee, coverage will commence in accordance with the provisions of the plan, plan provider, or administrator, as applicable.

Section 3. Insurance Opt-Out. Bargaining unit members who elect to take insurance coverage other than that which is provided by the Employer shall be eligible to receive insurance waiver payments of one hundred dollars (\$100.00) per month. Eligibility for this payment is contingent upon the employee providing documentation to the Employer that they are covered elsewhere.

Section 4. In the event that the Board of Commissioners offers a Section 125 Plan, such plan will be made available to bargaining unit members.

ARTICLE 33 SAFETY AND HEALTH

Section 1. The Employer shall make reasonable attempts to maintain a safe and healthful workplace and comply with applicable safety laws, rules and regulations.

Section 2. Occupational safety and health is the mutual concern of the Employer and the Union, in this regard, the Union will cooperate with the employer in encouraging employees to observe applicable safety laws, rules and regulations.

Section 3. Employees shall follow all departmental safety rules, regulations and methods.

Section 4. Employees will promptly report to their immediate supervisor conditions alleged to be unsafe. The supervisor will investigate the report and correct any condition to be found unsafe, if possible.

Section 5. Safety and health matters of mutual concern will be addressed at Labor-Management Conferences. If an issue is not resolved to the satisfaction of the Union at the Labor-Management Conference, it may be grieved.

**ARTICLE 34
BARGAINING UNIT WORK**

Non-bargaining unit employees will not be assigned to perform tasks which are normally performed by employees in the bargaining unit for the purpose of displacing bargaining unit employees, positions or in the case of layoff.

**ARTICLE 35
MISCELLANEOUS**

Section 1. Employees shall contribute ten (10) percent of the employee portion of the PERS retirement contribution.

Section 2. Any employee required by the Employer to drive his/her personal vehicle for business of the Employer shall be reimbursed at the rate of twenty-five cents (\$.25) per mile.

Section 3. Any Legal Department employee paying to park downtown on a regular basis will receive a pay supplement to reimburse their parking costs at the rate of one hundred (\$100.00) dollars per pay on or about the pay-dates of April 30, August 31 and November 30 of each year.

Employees who are not paying to park, including those on a temporary leave of absence from employment, shall not receive a payment.

Employees may be asked to submit a receipt as proof of parking payment. Inability to comply with a reasonable request for verification of regular parking payments may result in the loss of this benefit for that employee until proof of regular payments can be established.

ARTICLE 36
WAGES

Section 1. The parties agree that the wage schedule in effect at the expiration of the previous agreement shall continue in effect until the following adjustments are applied to each employee's hourly rate:

<u>Effective Date</u>	<u>Wage</u>
Year 2014	No wage increase or bonus.
Year 2015	One-time bonus of \$1,200.00
Year 2016	One-time bonus of \$1,200.00

Section 2. The starting hourly rates for new employees in a classification for the duration of this agreement shall be:

<u>Position</u>	<u>Probation</u>	<u>Regular</u>
Deputy Clerk 1	11.53	11.82
Deputy Clerk 2	13.32	13.65
Head Cashier	13.48	14.42
Clerk Bookkeeper	14.79	15.17
Head Bookkeeper	16.59	17.02

**ARTICLE 37
SEVERABILITY**

It is the intent of the Employer and the Union that this Agreement complies, in every respect, with applicable law. Should a court of competent jurisdiction determine that a provision of this Agreement is illegal, such provision shall be automatically terminated. The remainder of this Agreement shall continue in full force and effect. In the event any provision herein is rendered invalid, upon written request of either party hereto, the Employer and the Union will meet within ten (10) days for the sole purpose of negotiating a mutually satisfactory replacement for such provision.

**ARTICLE 38
DURATION OF AGREEMENT**

Section 1.

- A. This agreement shall be effective as of January 1, 2014 and shall remain in full force and effect through December 31, 2016.
- B. If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days but no later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) weeks upon receipt of the notice of intent.
- C. The provisions of this Agreement constitute the entire agreement between the Employer and the Union and may be amended in writing by agreement of the parties.

Entered into this 28th day of JANUARY, 2015 in Youngstown,
Mahoning County, Ohio:

For the Mahoning County
Clerk of Courts:

Anthony Viro
[Signature]

For AFSCME, Local 3956:

[Signature]
J. Edman

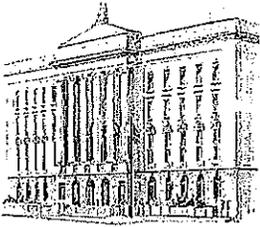
For AFSCME, Ohio Council 8:

[Signature]

Approved by the Mahoning County Commissioners

Date _____

Resolution # _____



Board of Mahoning County Commissioners

21 West Boardman Street, Suite 200 Youngstown, OH 44503 ~ Phone: (330) 740-2130 Fax: (330) 740-2006

County Commissioners

David C. Ditzler • Carol Rimedio-Righetti • Anthony T. Traficanti

Clerk of the Board

Nancy Laboy

March 5, 2015

Mahoning County Clerk of Courts
120 Market Street
Youngstown, OH 44503

Attention: Anthony Vivo
Clerk of Court

RE: Request for Approval of AFSCME Labor Contract

Dear Mr. Vivo:

Enclosed please find five (5) original agreements between the Mahoning County Clerk of Courts and AFSCME, Ohio Council 8, Local 3956 which was submitted to the Mahoning County Board of Commissioners with a request for approval.

The agreement negotiated between the aforementioned parties was submitted on January 28, 2015 to the Board of County Commissioners for approval in compliance with ORC 4117.10(B). Thirty days have passed since the submission and no action has been taken by the Board of County Commissioners; therefore, pursuant to ORC 4117.10(B) the submission is deemed approved. If you have any questions regarding this correspondence please contact Karen U'Halie, Mahoning County Human Resources Director.

Respectfully,

Anthony Traficanti
Mahoning County Commissioner
President

Carol Rimedio-Righetti
Mahoning County Commissioner
Vice President

David Ditzler
Mahoning County Commissioner

Enclosure