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## **AGREEMENT**

**Between**

**UNITED AUTOMOBILE, AEROSPACE AND  
AGRICULTURAL IMPLEMENT WORKERS OF  
AMERICA LOCAL 12**

**and**

**THE TOLEDO MUNICIPAL CLERK OF COURT**

**JANUARY 1, 2014**

**thru**

**DECEMBER 31, 2016**

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## **AGREEMENT**

This agreement effective this 1<sup>st</sup> day of January, 2011 by and between the Toledo Municipal Clerk of Court, hereinafter referred to as the "Employer", and United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), hereinafter referred to as the "Union", representing all Deputy Clerk Supervisors employed by the Toledo Municipal Clerk of Court.

### **ARTICLE 1 INTENT**

It is the intent and purpose of the parties hereto to set forth herein the basic Agreement covering wages, hours of work, and conditions of employment to be observed between the parties hereto, and to provide procedures for prompt and equitable adjustment of alleged grievances to the end that there shall be no interruption or impeding of work, work stoppages, or strikes or other interferences with the production of work during the life of this Agreement. The express provisions of the Agreement, for its duration, constitute the complete and total understanding between the parties with respect to rates of pay, wages, hours of work and all other conditions of employment.

It is, therefore, further agreed that this Agreement can only be added to, detracted from, altered, amended, or modified only by a document in writing, signed on behalf of the parties hereto by their duly authorized officers and representatives.

## **ARTICLE 2 RECOGNITION**

### **Section 1. Recognition**

The Clerk of Court hereby recognizes UAW Local 12 as the sole and exclusive collective bargaining representative on behalf of the Supervisors in the Toledo Municipal Clerk of Court office, positions of which are listed in Appendix A hereto, with respect to wages, hours and other conditions of employment. The Employer further agrees that there shall be no discrimination, interferences, or restrictions practiced by the Employer against any of the employees herein regarding their membership in the Union.

### **Section 2. Nondiscrimination**

The parties to this Agreement agree that they shall not discriminate against any persons because of race, gender, sexual orientation, age, marital status, national origin, political affiliation or any other legally prohibited basis. All references to employees in this Agreement designate both sexes, and wherever gender is used, it shall be construed to include both male and female employees.

The Employer agrees not to interfere with the rights of the employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or the employer representative against any employee acting in an official capacity on behalf of the Union, when the action is in accordance with this Agreement.

The Union agrees not to intimidate or coerce any employee in an effort to recruit membership for the Union.

### **Section 3. Checkoff**

In accordance with applicable law and with an employee's signed voluntary authorization, the Employer will deduct, on and after the thirty first (31) day of employment, in the amounts designated by the Union, from wages of such an employee the initiation fees and monthly dues uniformly required. The Union shall be responsible for securing such a legal authorization from each employee. Said deductions will be made from the payroll checks on a bi-weekly basis. Said deductions and a checkoff list setting forth the names and the amounts of the deductions will be forwarded to the Union before the fifteenth (15<sup>th</sup>) of the month, and the Union promptly issue a receipt to the Employer for said deductions. The Union shall indemnify the Employer against all claims made against it by reason of this provision.

### **Section 4. Fair Share Fee**

- A. All employees in the bargaining unit who ninety (90) days from the date of hire or the date of execution of this Agreement, whichever is later, are not members in good standing of the Union shall pay a Fair Share Fee to the Union as a condition of employment. The Fair Share Fee dollar amount shall be certified to

the Clerk by the Executive Vice President of the Union. The deduction of the Fair Share Fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

Payment to the Union of Fair Share Fees shall be made in accordance with the regular dues and deduction as provided in this Article. The Union shall hold the Clerk harmless from any liability arising out of any action by it or omission by it based on compliance with or an attempt to comply with the provisions of the Fair Share Fee provision.

- B. When notifying the Clerk that an employee is not in good standing, the Union shall do so in writing, stating that the name or names appearing on the notice are not in good standing by reason of their failure or refusal to tender the Initiation Fee and/or dues and/or assessments. This notice is to be dated and signed by authorized Union officials. The Clerk shall be given fourteen (14) calendar days from receipt of notice to take action on the employee or employees. Unless reinstated by the Union within this time, or unless otherwise entitled to employment under existing State or Federal statutes, the employee or employees will be discharged. If an employee is discharged by the Clerk upon the request of the Union, and it is subsequently determined that such discharge was improper, the Clerk shall not be liable for any losses incurred by the employee resulting from the discharge.
- C. The Union will indemnify and hold harmless the Clerk against all claims made against it by reasons of any action by it or omission by it, based on compliance with or an attempt to comply with the provisions of this Article.

### **Section 5. V-CAP Deduction**

The Clerk agrees to deduct from the pay of members of the Union who authorize such deductions by completing an Authorization and Check-Off Contribution to the UAW V-CAP form. Deductions shall be made in accordance with the provisions and in the amounts designated on the V-CAP forms. A properly executed V-CAP form delivered to and on file with the Clerk shall be a prerequisite and precondition of such monies.

The deductions shall be deducted from every paycheck issued each calendar month, provided there are sufficient funds, and the amount deducted, together with a list of names of the Union members for whom deductions have been made, will be forwarded to the UAW V-CAP. The Clerk agrees to furnish UAW V-CAP with a yearly report of each Union members deductions.

The Union shall protect and hold the Clerk harmless from any and all claims, demands, suits and other forms of liability by reason of actions taken by the Clerk to comply with this Article.

## **Section 6. Probationary Period**

All employees shall be on probation for the first ninety (90) calendar days of their employment. It is agreed that the probationary period may be extended by 30 days after mutual agreement of the Clerk and the Union Chairperson. Probation will also be extended by an equal number of calendar days for any absence during probation. During said probation period, the Clerk may terminate the employment of said employee for any reason and the Union will not grieve said action. The Union will be given in writing by the department the date of employment, name, home address and social security number of all new employees who have successfully completed their probationary period.

### **ARTICLE 3 MANAGEMENT RIGHTS**

The right to manage the Clerk of Court operations and to direct the work force, including all those rights heretofore exercised, is vested in the Clerk. Nothing in this Agreement shall be construed as delegating to others the Clerk's right to manage its operations and direct the work forces, including but not limited to the right to:

hire and direct the work force; assign, transfer, and promote employees; schedule, direct and control all Clerk operations; establish, enforce and communicate reasonable work and safety rules, and office policies and procedures; relieve employees from duty and otherwise suspend or discipline employees for just cause, schedule work and determine the size of work crews and the number of employees necessary to perform assignments within those jobs-, increase or decrease the number of jobs, divisions, sections and/or shifts' control and regulate all equipment and other Clerk property-, determine the quality and quantity of the work to be performed; determine what work of portions thereof will be performed by Clerk employees or purchased or performed elsewhere, subject to the subcontracting provision herein-, determine employee skill, ability, and overall qualifications; decide the location of the Clerk operations and the transfer of all, or any part of, the Clerk's operations; determine if a vacancy exists; determine functions and programs of the Clerk's Office, standards of services, its overall budget, the utilization of technology, methods and means of operation, and the organizational structure.

It is further understood that any person sworn as a Deputy Clerk of Court may perform any of the functions of a Deputy Clerk regardless of bargaining unit affiliation. Accordingly, nothing in this agreement shall be construed in any manner to limit the performance of any functions of the Clerk's office solely to members of the bargaining unit.

**ARTICLE 4**  
**UNION REPRESENTATIVE AND STEWARDS**

**Section 1. Work Site Visitation**

The Union's representative shall be given the right to enter the work areas at reasonable times for the purpose of investigation of grievances and for such other purposes as may be necessary, provided, however, that prior to entering a work area, he shall first advise the Clerk of Court of his presence or intentions to enter work areas and receive permission to do so, which permission shall not be unreasonably withheld. It is understood that in making such visits to work areas, the Union representative will not interfere with or interrupt the Clerk's operation. As used herein, "work areas" shall not include the site of an emergency while that emergency is in progress.

**Section 2. Stewards**

- A. The Clerk recognizes the right of the Union to designate one (1) steward and one (1) alternate steward.
- B. The Union shall advise the Clerk as to the identity of its steward and alternate, in writing, and any changes in such. The Clerk agrees that the steward shall be free to conduct his duty as such, with the understanding that such duty will not interfere with the normal Clerk of Court operations or the conduct of business and the steward shall be expected to do his usual work.

**Section 3. Bulletin Boards**

The Clerk will provide bulletin board space for notices of Union meetings and other matters pertaining to Union business if requested by the Union. Anything that is not in this category must have the approval of the Clerk before posting.

**Section 4. Union Release Time**

- A. Short Term:  
The Clerk will grant paid Union Release time, not to exceed an aggregate of one hundred (100) hours each year, to employees who are officially designated to attend conferences, state conventions, national conventions, Union meetings (second shift) and Union training sessions so long as the Clerk's office is not left with insufficient work force. Attendance at the Health Care Cost Containment Committee shall not be used against the aggregate one hundred (100) hours.
- B. Long Term:  
The Clerk will recognize and permit a Long Term Union leave of absence for one employee from the bargaining unit for the purpose of holding an elected or appointed office. The employee shall continue to accrue Clerk's office and bargaining unit seniority. Upon completion of the Long Term Union Leave, the employee shall be reinstated with accrued seniority.

## **ARTICLE 5 SENIORITY SYSTEM**

### **Section 1. Seniority Defined**

- A. **Clerk's Office Seniority**  
Clerk's office seniority shall accrue to regular full-time employees of the Clerk's office and shall be based upon the total length of continuous service with the Clerk's office and shall be used for the purpose of determining layoff and recall rights.
  
- B. **Bargaining Unit Seniority**  
Bargaining Unit seniority shall mean a permanent Clerk's office employee with seniority in the U.A.W. bargaining unit based on length of continuous service within said bargaining unit. Such seniority shall be used for preference of vacations, bonus vacations, holidays and distribution of overtime.

### **Section 2. Seniority List**

- A. The Toledo Municipal Clerk of Courts office will provide an up-to-date seniority list of those employees in the bargaining unit semiannually, giving the employee's name, address, date of employment and classification. The list shall be submitted to the Union. The Union shall be notified of any changes in classification of any employee covered by this Agreement as the change in classification occurs.
  
- B. A list of newly hired employees including names, addresses and dates of hire will be supplied to the Union after completion of ninety (90) days. A list of newly terminated employees will be supplied to the Union as they occur.

### **Section 3. Loss of Seniority**

An employee shall lose his/her seniority for any of the following reasons:

- A. A discharge for just cause.
  
- B. If he/she quits his/her employment.
  
- C. If he/she overstays a leave of absence without first obtaining consent from the Employer for such over-leave.
  
- D. If he/she is absent for three (3) working days without notification to the Clerk or her designee. The burden of providing such notification is on the employee.
  
- E. If he/she fails to report within ten (10) working days after having been notified to return to work pursuant to notice of recall given to laid off employees. It will be the responsibility of each employee to supply the employer with the most current address and telephone number, if any.

F. If he/she is laid off and remains on such layoff for a period of twelve (12) months.

#### **Section 4. Transfer Outside Bargaining Unit**

An employee who accepts a permanent position excluded from the bargaining unit shall continue to maintain his/her bargaining unit seniority for a period of sixty (60) calendar days. Such employee may return to the bargaining unit within the specified sixty (60) calendar period of such classification for which he or she is qualified and his or her seniority entitles them to. After the sixty (60) calendar day period expires, such person accepting a non-bargaining unit position will forfeit his or her bargaining unit seniority. An individual who bids and is the recipient of the position vacated by the employee promoted to management will be informed of the possibility that the employee replaced may return to the position within the specified sixty (60) calendar days.

#### **Section 5. Transfers within the Bargaining Unit**

All position vacancies in this bargaining unit that the Clerk intends to fill shall be posted prior to being filled outside the bargaining unit.

#### **Section 6. Temporary Transfers**

The Clerk may temporarily transfer an employee to a different assignment within the bargaining unit. Temporary transfers shall be limited to a period not to exceed one hundred and twenty (120) days per year so long as there is no effect on the employee's current work schedule unless otherwise agreed to by the Union.

## **ARTICLE 6 WORKDAY/OVERTIME**

### **Section 1. Work Day**

All regular employees of the Clerk of Court shall work an eight-hour work day with a one-half hour paid lunch period. Employees will have the option to take an additional unpaid one-half hour. Employees shall designate their preference yearly and it must be approved by the Chief Deputy of the Division.

Employees shall have scheduled, 15-minute breaks for every four (4) hours worked in a day. It is important to adhere to the break schedule as closely as possible in order to facilitate the smooth operation of the Clerk's office.

### **Section 2. Overtime Rate**

All authorized work in excess of the regularly scheduled 40-hour work period shall be considered overtime and paid at the rate of time and one-half the regular rate. All employees may be scheduled to work overtime at the Clerk's discretion. Time actually worked, paid sick leave, paid vacation time, paid funeral leave and other paid time off shall be included in the calculation of overtime payment.

### **Section 3. Compensatory Time**

An employee who has worked overtime may, at the Clerk's discretion, be allowed to receive compensatory time off in lieu of pay at the overtime rate, if the employee so elects. The employee shall receive this time off with pay in such a way as not to impair the operations of the Clerk's office. In the absence of such an election by the employee, he or she shall receive pay as required for the overtime worked.

An employee may independently elect to accrue up to one hundred (100) hours compensatory time. However, in accruing this time the employee must elect to take the entire overtime period worked as compensatory time or as pay at overtime rate.

### **Section 4. Call-in**

Call-in shall be defined as less than twelve (12) hour notice to report to work when employee is not scheduled and the time is not contiguous to the employee's shift. Employee's called-in shall be paid twice their regular rate for the hours actually worked. Employees who are called-in shall receive a minimum of one (1) hour pay.

## ARTICLE 7 VACATION

### Section 1. Qualifications

All regular employees of the Clerk of Court's Office are entitled to annual, paid vacation time in accordance with the following:

Less than one full year service	0.916 days for each full month
After one full calendar year of service	2 weeks
After <u>5</u> full calendar years of service	3 weeks
After <u>10</u> full calendar years of service	4 weeks
After <u>15</u> full calendar years of service	5 weeks
After <u>20</u> full calendar years of service	6 weeks
After <u>25</u> full calendar years of service	7 weeks

In addition to the above, after one full calendar year of service, the employee shall be entitled to one full additional vacation day.

Employees should take vacation in the calendar year following the year in which it was warned. In the event an employee does not take the vacation time to which they are entitled, that vacation time will be forfeited. Special requests for carryover made in writing to the Clerk of Court will be considered.

Beginning in 2014, employees shall be allowed to cash out up to 40 hours of vacation time annually, in lieu of receiving vacation. Such a payout must be submitted to the Clerk on or before November 1 of that year.

The Clerk will not approve advances of pay for vacation time. In determining eligibility for vacation, only continuous years of service shall be counted, except where an employee has served 9 full calendar years with the Clerk of Court's Office and has terminated and then returned to the Clerk of Courts Office. Such an employee shall be entitled to count their prior service.

### Section 2. Scheduling

The Clerk will attempt to schedule paid vacations taking into consideration the orderly operation of the Office and the requests of the employees, but the Clerk reserved the right to determine when any individual employee will take his/her paid vacation and to determine the number of employees who will be on paid vacations at any one time. The Union also recognizes that paid vacations must be so scheduled at times when they will not interfere with the efficiency and productivity of the Office

Members of the Supervisors' bargaining unit will be allowed the opportunity to schedule vacations before non-supervisory Deputy Clerks. If there is a conflict within the bargaining unit, seniority shall be the deciding factor.

In the case of the death of an employee, the unused vacation leave and unpaid overtime to the credit of any such employee shall be paid in accordance with Ohio law.

### **Section 3. Vacation Carryover**

An employee may request vacation carryover. The request must be in writing, to the Clerk, and filed on or before November 1<sup>st</sup>. Such request shall be limited to eighty (80) hours and such hours must be used before April 30<sup>th</sup> of the next year. The Clerk shall have sole discretion on granting the request for carryover.

## **ARTICLE 8 HOLIDAYS**

All regular employees who have completed their probationary period shall be entitled to 16 paid holidays. These holidays are

- New Year's Day
- Martin Luther King Day (third Monday in January)
- President's Day (third Monday in February)
- Good Friday
- Memorial Day (last Monday in May)
- Fourth of July
- Labor Day
- Columbus Day (second Monday in October)
- Veterans Day (November 11)
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve (last regular work day before Christmas Day)
- Christmas Day.

In the event that the Judges determine Court shall be in session on any of these listed holidays, or when the employee is regularly scheduled to work on any of these listed holidays, then the employee shall work that day at twice regular pay and receive pay for the holiday. Twice the regular pay is for working the actual calendar day and not the Court observed holiday. In addition to the above listed holidays, the employee shall also have three (3) discretionary holidays to be selected by the employee and scheduled through the employee's supervisor.

To be entitled to receive pay for these holidays the employee shall have worked or be on a compensated day off on the day before and the day after the holiday.

For employees working the regular Monday through Friday work schedule, in the event that any of the above holidays fall on a Saturday, the Court shall observe the holiday on Friday, and in the event that the holiday falls on Sunday, the Court shall observe the holiday on Monday.

**ARTICLE 9**  
**ACCUMULATION OF SICK DAYS AND SICK PAY USAGE**

**Section 1. Accumulate and Payment of Sick Days**

Regular employees of the Clerk hired on or before March 31, 1994 shall be credited with sick days in accordance with the following formula: One and one-quarter (1 ¼) days shall be credited for each month of service, not to exceed fifteen (15) days per calendar year. Such days shall continue to accumulate at such rate without any maximum limitation. An employee granted leave of absence for thirty (30) calendar days or more shall not accumulate sick pay during the period the employee is on such leave.

Employees hired on or after April 1, 1994, shall be covered exclusively by the sick leave plan in Part B.

- A. Employees who elected to maintain their current sick leave accrual and severance pay plan shall be credited with sick leave in accordance with the following formula: Sick time will be earned at the rate of 1.25 days for each calendar month worked not to exceed fifteen (15) per calendar year. Unused sick leave accumulated to the time of termination shall be paid at the rate of one-half (1/2) for such accumulated time up to two hundred (200) days and full pay for accumulated sick time in excess of two hundred (200) days.

An employee who dies as the direct result of injuries sustained in the course of employment with the Clerk shall receive payment for the full accumulation of sick pay at the time of death.

- B. (1) On and after April 1, 1994, employees covered by this plan shall be credited with sick days in accordance with the following formula- seven (7) hours per month, not to exceed eighty-four (84) hours per calendar year, until four hundred and twenty (420) hours have been accumulated, then ten (10) hours per month not to exceed one hundred and twenty (120) hours per year, thereafter; provided however, that if the employee's accumulation drops below four hundred and twenty (420) hours or fifty percent (50%) of their total potential accumulation, whichever is greater, inclusive of sick pay used and converted, then the accrual will revert to seven (7) hours per month until the applicable threshold is regained unless the employee has suffered a catastrophic illness or injury which causes the employee's accumulation to drop below this level. Such-hours shall continue to accumulate as such rate without any maximum limitation.
- (2) Sick leave hours not used by the end of the year can either be turned in for payment of a percentage of salary as indicated below or carried over until retirement or separation.

The maximum number of sick hours allowed for year-end payment will be forty (40). Employees using twenty (20) hours or fewer of sick leave in the preceding calendar year shall be entitled to a conversion to pay at fifty percent (50%).

Employees using more than twenty (20) but forty (40) or fewer hours shall be entitled to a conversion at thirty-three (33%). Employees with fewer than four hundred (400) hours of accrued sick time or who have used more than forty (40) hours in the preceding calendar year, shall not be eligible for this conversion privilege. The employee's accrued sick leave shall be reduced by the number of hours converted to cash.

- (3) Provided the conditions of Article 10, Section 1, Termination and Severance Pay, have been met, unused sick leave accrued after March 31, 1994, will be paid as follows at the employee's regular rate at the time of termination- thirty-three percent (33%) of salary for the first three hundred and twenty (320) hours and fifty percent (50%) of salary for the next three hundred and twenty (320) hours for a maximum of six hundred and forty (640) hours.
- (4) An employee who dies as the direct result of injuries sustained in the course of employment with the Clerk shall receive payment of the full accumulation of sick pay at the time of death.

## **Section 2. Sick Pay Extension**

In the event of an extended illness of an employee and after exhausting all accumulated sick days, bonus days and vacation days, a request may be made to the Clerk of Court for extended sick pay benefits. The employee's prior work record with regard to the usage of sick days will be taken into account in determining the eligibility of the employee for such an extension.

## **Section 3. Reporting Proof of Illness**

- a.) The employee, while absent on sick pay, must notify the Clerk under agreed to practices. When claiming sick days an employee must remain at home caring for his illness unless away receiving medical attention such as in a hospital, at a doctor's office or at a pharmacy, and be able to document the absence from home. An employee who is recuperating from surgery or other major medical condition and who has not been released to return to work by a physician within ten (10) work days does not have to remain at home provided that their physician's statement indicates that remaining home is not necessary to their full and fast recovery. The employee then shall be allowed under these conditions to continue to receive sick pay benefits.
- b.) When the use of sick days extends beyond three (3) consecutive work days, the employee shall furnish the Clerk with a "Statement of Attending Physician" or its equivalent -providing dates of treatment, diagnosis and that the employee was unable to work for the period covered, and that the employee is able to fully return to work. This is to be provided in accordance with the policies of Clerk of Court office.

- c.) Effective, February 1, 2005 when an accumulation of sick days taken within a calendar year reaches seven (7) days or fifty six (56) hours, then the employee is to document all future use of sick leave for the remainder of that year. The seven (7) days/56 hour limits shall include all days or portions of days. The Clerk "Statement of Attending Physician" must set forth the employee or family member's condition that requires his/her absence. Days covered by an approved FMLA Leave are not to be included under this provision.
- d.) Effective February 1, 2005, when an accumulation of sick days taken within a calendar year reaches seven (7) days or fifty six (56) hours for non –major illnesses or injuries, then the employee will be subject to discipline for each additional sick leave usage for a non-major illness or injury. The seven day /56 hour limit shall include all days or portions of days. A major illness or injury shall be the same as one qualifying for FMLA leave. Any approved FMLA time will not be viewed as an attendance infraction: they are excused absences. Prior to any disciplinary action being taken, the Clerk will afford the employee an opportunity to explain any legitimate reason (s) for the use of sick time.
- e.) Any absence from duty as the result of a claimed illness or injury may be investigated during the employee's normal working hours by an authorized city representative.
- f.) Any employee found guilty of abusing sick pay benefits provisions hereto set forth or whose reasons for absence are falsified shall be subject to appropriate disciplinary action pursuant to the contract.

**ARTICLE 10**  
**TERMINATION AND SEVERANCE PAY, BEREAVEMENT PAY,**  
**JURY DUTY, DISABILITY LEAVE AND INJURY PAY.**

**Section 1. Termination and Severance Pay**

Employees who terminate their employment with the Clerk for any reason shall have their termination pay computed in the following manner.

- A. They shall be compensated for any earned vacation and bonus vacation including any vacation carried over from the previous year plus vacation earned the year in which the employee terminated. The computation of the vacation earned in the year in which the employee terminated shall be in accordance with the following table:

Entitled to 2 weeks – 0.916 x the number of months worked  
Entitled to 3 weeks – 1.333 x the number of months worked  
Entitled to 4 weeks – 1.750 x the number of months worked  
Entitled to 5 weeks – 2.166 x the number of months worked  
Entitled to 6 weeks – 2.584 x the number of months worked  
Entitled to 7 weeks – 3.000 x the number of months worked

- B. In addition to the above, the employee shall be paid for any holidays worked for which they have not been compensated either in the form of pay or time off. If the employee was entitled to discretionary holidays, he shall be paid for one (1) of these days if terminated before June 30<sup>th</sup>. If they terminate after June 30<sup>th</sup>, they would be paid for all discretionary holidays.
- C. An employee entitled to longevity pay shall also be paid longevity computed on a prorated basis for those number of months worked that year.
- D. In addition to the amount set forth in A, B, and C above, employees who retire, or die while in the employment of the City, or who separate in good standing from employment after twenty-one (21) years of service shall also receive pay for unused sick time in accordance with the provisions of Article 9, Section 1, Accumulation of Sick Days and Sick Pay Usage.

In the event the employee has died as the direct result of injuries sustained in the course of employment with the City, his or her estate shall be paid full accumulated sick time at the time of termination.

**Section 2. Bereavement Pay**

- A. A regular full time employee shall be granted three (3) days of funeral pay to arrange and/or attend the funeral of a member of the employee's immediate family. For the purpose of this section an employee's immediate family shall include father, mother, brother, sister, spouse, child, step-child, mother-in-law, father-in-law, daughter-in-law, son-in-law, stepmother, stepfather, grandmother,

grandfather, grandchild and any other relative residing in the household of the employee.

In the event the third day of such period of mourning falls on Saturday, Sunday or a recognized holiday, the employee shall be allowed the first scheduled work day thereafter. Should a death or burial in the immediate family occur in a city located more than one hundred and fifty (150) miles from Toledo, an additional two sick days for travel shall be granted and paid.

- B. In the event of the death of the employee's father, mother, brother, sister, spouse or child, the employee, upon giving notice, shall have the right to take up to an additional two (2) days of sick pay. Such additional time shall be charged to the employee's accumulated sick days.
- C. An employee may take one (1) or two (2) days to attend the funeral and reserve a day to attend to legal matters made necessary by the death, but such time provided herein shall be taken within one (1) week after the date of burial. This benefit shall also be extended when the relative is a veteran being returned for burial.
- D. One (1) day of funeral pay shall be granted to attend the funeral of an employee's foster mother, foster father, aunt, uncle, first cousin, niece, nephew, sister-in-law, brother-in-law, and spouse's grandparents if such funeral occurs on a regular work day and if such employee was scheduled to work that day.
- E. Where a special filial relationship exists between the employee and any relative for whom the employee would normally be granted the above one (1) day of funeral pay, three (3) days of funeral pay will be granted upon furnishing of an affidavit to the Clerk setting forth the facts as to the special relationship.
- F. Relationships within this policy which came into existence solely on account of marriage of an employee shall be considered dissolved on the same day said marriage is dissolved by law or death.

The relationships of aunt, uncle, first cousin, niece or nephew shall not be considered to come into existence on account of the marriage of an employee.

The wife or husband of an employee's spouse's siblings shall not be considered to be a sister-in-law or brother-in-law of the employee.

- G. An employee shall be granted funeral pay only after the employee furnishes evidence of the death of a person with whom the employee had a qualifying relationship.

### **Section 3. Jury Duty**

An employee who is required to serve on who is required to serve on any court of record shall be paid his/her regular rate of pay for such days when that employee would normally work.

Since serving jury duty is considered to be a civic duty, employees who serve on their days off will not be compensated by the Clerk of Court.

### **Section 4. Injury Pay Program**

- A. Employees injured in the course of and arising out of their employment under such circumstances as would cause such injury or disability to be compensable under the Worker's Compensation Laws of the State of Ohio will be eligible to participate in the City's Injury Pay Program.
1. Employees sustaining a work related injury that required medical attention at a medical treatment facility (i.e. sprains, simple fractures, etc.) will be transported to and treated by a Program Physician or medical facility. The Program Physician and Program Medical Facility to be used will be those designated by the City's Health and Safety Committee. The Program Physician, along with rendering a diagnosis and prognosis, will determine if the employee is capable of returning to regular duties, whether a transitional work assignment is appropriate, and the necessary rehabilitation plan to be followed; this plan will include the duration of any transitional work assignment not to exceed thirty (30) calendar days and indicate any physical therapy the injured employee may require. The Program Physician(s) may require follow-up medical evaluations.
  2. Employees sustaining a work related emergency/trauma injury (i.e. life threatening, severe body injury) may be treated at any medical treatment facility to which emergency personnel transport them. The employee will subsequently be examined by the Program Physician. The designated Program Physician will determine if the employee is capable of returning to regular duties or if a transitional work assignment is appropriate and the necessary rehabilitation plan to be followed,- this opinion will include the duration of any transitional work assignment thirty (30) calendar days and indicate any physical therapy the injured employee may require. The Program Physician(s) may require follow-up medical evaluations.
  3. An employee may, after the initial evaluation by the Program Physician, elect to continue treatment with their personal physician provided the Program Physician's recommendations are followed, the employee will sign any necessary waivers to allow there personal physicians to release

information to the Program Physician. The employee's personal physician will be the physician of record for Workers' Compensation purposes.

- B. Upon the Program Physician's determination that an injury required the employee to be off work, wherein the employee reports said injury within twenty-four (24) hours of the incident of illness or injury, paid leave shall be granted by the Clerk for up to sixty (60) days; provided, however, that the employee must use sick pay until his or her worker's compensation claim is allowed. The sick pay used will then be recredited to the employee.

Should such disability exceed sixty (60) calendar days, the Clerk, on application therefore and proof of continued disability, may extend the period during which such person is carried on the regular payroll. The length of such extended period or periods shall not exceed two (2) years.

Injury pay extension requests, accompanied by a "STATEMENT OF ATTENDING PHYSICIAN" setting forth the illness or injury and the need for additional time, must be presented to the Clerk no later than one (1) week after the expiration of the original sixty (60) day disability period. If the above requirements are not fulfilled, the request for injury pay extension may not be considered.

- C. Workers' compensation: At the expiration of the injury leave granted, if the employee is still unable to return to work, the employee may elect in writing to use accumulated sick and other accrued time. If the employee is still unable to return to work, payment of normal wages will be stopped and the Industrial Commission will be requested to begin weekly payment under the provisions of the Workers' Compensation Act.
- D. If the opinion of the employee's treating physician conflicts with that of the Program Physician and such opinion is presented to the Clerk in seven (7) calendar days of the Program Physician's evaluation, and if the physicians cannot agree after consultation, the employee will be referred for a third opinion. The third opinion will be sought from an occupational health specialist on the panel established by the City's Health and Safety Committee. The third opinion shall be determinative of the employee's injury pay status under the contract and shall not be subject to further appeal or review. If the third opinion is consistent with the Program Physician's plan and the employee fails to abide by the rehabilitation plan, or if the employee enters and later drops out of the plan, then the Clerk can recoup injury pay advanced from the employee's sick time accumulation. If the employee does not have a sufficient sick time balance, the Clerk shall recoup the injury pay by reducing future sick leave earnings by one-half (1/2) until the injury pay is fully recouped.
- E. Employees who sustain injuries in the course of and arising out of their employment under such circumstances as would cause such injury or disability to be compensable under the Worker's Compensation Laws of the State of Ohio who choose not to be evaluated by the Program Physician or who choose not to

follow that physician's recommended program and go only to the physician of their choice are not entitled to any paid injury leave benefits contained in this collective bargaining agreement. Notice of intent not to participate in the Injury Program must be given within three (3) work days of the injury. Any and all work-related injury claims will be processed through and conform with the Worker's Compensation Act.

- F. False Claim: The Clerk reserves the right to recoup benefit payments to any employee who is guilty of submitting a false claim, or abuse of the privileges covered in this Section, or working for another employer while on injury leave, and may take disciplinary action.
- G. An employee working in a transitional work assignment will be compensated at their regular rate of pay. Transitional work assignments will be identified and made available sole at the discretion of the Clerk.
- H. If an employee is off on a Workman's Compensation claim, that employee shall use his or her sick time until Workman's Compensation certifies their claim. Upon certification, the sick time taken will be returned to the employee. An employee who is injured at work shall be paid for that day.

In the event that the Bureau of Worker's Compensation should deny any claims not being sustained in the course of and arising out of employment or related to an old injury, disability pay charged to injury days will be charged to sick days.

Employees who receive sick time wages during absences covered by Workman's Compensation shall refund to the office the amount of money received from the state under the Ohio Worker's Comp. Law.

**ARTICLE 11  
LEAVES OF ABSENCE**

**Section 1. Without Pay**

A. 1-30 Days

An employee may request a leave of absence of up to thirty (30) days without pay by making the request in written form to the Clerk. An employee who is granted such a request will retain his or her medical benefits for the duration of the leave of absence.

An employee will return to his or her original position upon returning from such a leave of absence.

B. Leave of Absence Beyond 30 Days

An employee may request, in writing, a leave of absence longer than thirty (30) days. The written request should be made in triplicate to the Clerk of Court.

When a leave of absence of more than thirty (30) days is granted, the employee may not be entitled to return to the position from which the leave was granted, but may be placed in the first open position in a similar area. The employee's pay rate will be at the same level as before the leave was granted.

An employee shall not be granted medical benefits for any leave of absence beyond thirty (30) days. The employee is then able to extend his or her benefits through COBRA.

In no case will a leave of absence be granted for a period longer than one (1) year.

C. Medical Leave of Absence

In the case of a medical leave of absence, the employee must first use all available sick and vacation time.

D. Maternity Leave of Absence

In the case of a maternity leave for either parent, sick time shall be used first. A leave without pay must then be granted contingent upon receipt by the Clerk of Court of a physician's verification.

The Clerk shall abide by the Family and Medical Leave Act of 1993.

**Section 2. Military Leave**

All leaves of absence shall be in accordance with the rules and regulations of the Ohio Department of State Personnel. Under no circumstances shall an employee lose seniority rights as a result of military service, providing he/she requests re-employment within ninety (90) days following his discharge from the Armed Forces.

### **Section 3. Disability Leave**

Where the Family and Medical Leave Act of 1993 provides for greater benefits than those provided for by the contract, then such Act shall prevail. Family and Medical Leave Act leaves of absence shall be calculated on a calendar year – beginning January 1<sup>st</sup> to December 31<sup>st</sup>.

### **Section 4. Sick/Vacation Credits**

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**

If leave of absence is granted for a specific purpose, and it is found that the leave is not actually being used for such purpose, the Clerk may cancel the leave and direct the employee to report to work by giving written notice to the employee. Disciplinary action, up to and including removal or dismissal, may also be taken against the employee.

## **ARTICLE 12 EMPLOYEE DISCIPLINE**

### **Section 1. Disciplinary Procedures**

A. This office will utilize progressive discipline measures and may, depending on the seriousness of the offense, skip or repeat steps in disciplinary procedures. Normally, progressive discipline shall consist of:

an oral warning;  
a written warning;  
a suspension of not more than fifteen (15) days;  
a second suspension of not more than thirty (30) calendar days,  
and termination.

B. An employee may be immediately discharged or face other disciplinary measures for "major infractions". Major infractions shall include, but not limited to the following:

1. Possession, carrying, or being under the influence of intoxicating beverages or narcotics.
2. Stealing or attempting to steal property from any individual at work, or stealing or attempting to steal property from the Clerk's office.
3. Bodily assault upon any person, or fighting.
4. Immoral or indecent conduct, incompetency, inefficiency and dishonest.
5. Possession of firearm or any dangerous weapons (or explosives)
6. Threatening, intimidating, coercing, or interfering with other employees.
7. Insubordination to supervisor, refusal to perform supervisor's assignments, or directing abusive or threatening language at any supervisor or representative of the Clerk.
8. Disclosing business information of a confidential nature to unauthorized persons, or any action by an employee that would create poor public relations.
9. Falsification of employment application, time cards, or other Clerk's office records.
10. Willful punching out the time slip of another employee, permitting someone else to punch out your time slip, or tampering with time slips or clock; failure to punch slip when entering or leaving the building, except when on Clerk's business.
11. Fraud committed by knowingly accepting pay for operations not performed or time not worked.
12. Defacing property of the Clerk's office.
13. Conviction of a felony.
14. Sleeping during working hours.
15. Participating in an unauthorized work stoppage or slowdown, or interfering with production.
16. Abusive treatment of the public.

## **Section 2. Appeal of Disciplinary Action**

An employee shall have the right to appeal disciplinary action through the grievance procedure. When filing a grievance, the grievance shall be submitted to the Clerk for review.

## **Section 3. Counseling**

When it is necessary to counsel an employee, it shall be done in private, in a manner that will not cause embarrassment to the employee.

## **Section 4. Suspensions and Demotions**

If an employee files a grievance and is later successful, any loss of pay caused by the suspension will be reimbursed.

## **Section 5. Relief from Duty**

No employee shall be relieved from duty without first being afforded a hearing before the Clerk, except where it is immediately necessary to relieve the employee from duty for safety and welfare of the community, other office employees or persons placed in charge of the employee. Any employee may also be relieved from duty to preserve the good order and discipline of the Toledo Municipal Clerk of Court office. Should it become necessary to relieve an employee from duty, it shall be done by the Clerk, or in his/her absence, the Clerk's designee. Any employee's relief from duty must be documented in writing with copies sent to the relieved employee and the Union. Any employee relieved from duty shall remain under the status until notified to return to duty by the Clerk.

## **Section 6. Steward Representation**

Any bargaining unit employee who is subject to possible disciplinary action or is part of an investigation into possible disciplinary action in behalf of himself/herself or someone within the office, shall be appraised of his/her right to have a steward present during such investigation or disciplinary meetings provided a steward or union representative is available.

## **Section 7. Clearing of Employee's Record**

Minor infractions shall be cleared from an employee's record after six (6) months provided that no minor or major infractions occur in the interim. Major infractions shall be cleared from an employee's record after two (2) years provided that no minor or major infractions occur in the interim.

Records of expunged actions may be maintained, but shall not be used as a basis for future disciplinary actions or used as a basis for denial of a transfer, demotion or promotion opportunity.

## **ARTICLE 13 GRIEVANCE PROCEDURE**

### **Section 1. Definitions**

Any differences, disputes or disagreements which arise as to the interpretation or application of this Agreement as to the rights of the Clerk, the Union or the employee thereunder shall be hereinafter referred to as a grievance. The Clerk and the Union agree to make a sincere effort to settle grievances. Time limits outlined in the following procedure will be strictly followed, unless both parties mutually agree to extend the time limits. As used hereinafter, "business day" shall mean a week day, excluding Saturdays, Sundays and Holidays.

### **Section 2. Grievance Steps**

- A. If an employee or the Union has a grievance, he will, within four (4) business days from the date of the event being grieved, meet with the appropriate supervisor. If the employee requests the presence of a steward for this meeting, one will be made available provided the steward is working at the time of the request.
- B. If a satisfactory settlement is not reached, under Paragraph A above, within four (4) business days of the meeting between the employee the supervisor and the Union Steward (if applicable), the grievance will be reduced to writing on a form provided by the Union. The written grievance will be provided to the Clerk within a four (4) business day period.

Unless the Clerk is the supervisor mentioned in Paragraph A above, the Clerk, the employee and the Union Steward will meet to discuss the grievance within four (4) days of the receipt of the written grievance. The Clerk will answer the grievance, in writing, within (4) business days of the date of the meeting.

If the Clerk is the supervisor mentioned in Paragraph A. above, the Clerk will respond to the grievance, in writing, within four (4) business days of receiving the written grievance.

- C. If a grievance is not settled through the Clerk's written answer provided in Paragraph B above, the Union may request, in writing, that the grievance be submitted to arbitration. Requests to arbitration must be received by the Clerk within ten (10) business days of the date on the Clerk's written answer in Paragraph B above.
- D. The request to arbitration will be sent to the F.M.C.S. with a request for a panel of seven (7) arbitrators. An arbitrator will be selected by mutual strike. Arbitration will be final and binding on the Clerk, the Union and the employees. The cost of the arbitrator will be shared by the parties.

## **ARTICLE 14 NO STRIKE OR LOCKOUT**

### **Section 1.**

The Union agrees that there will be no strike, walkout, slowdown or work stoppage, sympathetic or otherwise, by the Union or its members during the term of this agreement. In the event any employee or group of employees participate in any such strike, walkout, slowdown or work stoppage during the term of this agreement, the Union agrees, upon being notified by the Clerk, to immediately direct such employees or group of employees to immediately return to their work positions and to cease action which might affect normal Clerk of Court operations. The Union agrees to use its best efforts to see that all employees in the bargaining unit return to their work positions and cease action which might affect normal Clerk of Court operations.

### **Section 2.**

The Clerk of Court agrees that so long as the Agreement is in effect, there will no lockouts on the part of the Clerk of Court.

### **Section 3.**

It is understood and agreed that any strike, walkout, slowdown or work stoppage not authorized by the Union, shall be deemed for all purposes an unauthorized strike, walkout, slowdown, or work stoppage. If an unauthorized strike, walkout, slowdown, or work stoppage occurs, and the Union issues the directive to return to work and uses its best efforts to see that all bargaining unit employees cease actions which might affect Clerk of Court operations, then the Union will not be held liable.

### **Section 4.**

Any employee who engages in an unauthorized strike, walkout, slowdown, or work stoppage shall be terminated or disciplined in the manner the Clerk of Courts deems appropriate, without recourse to the grievance procedure.

## **ARTICLE 15 LAY OFFS**

When a layoff is necessary because of lack of work or funds, or whenever it is advisable in the interest of economy or efficiency, then it shall be by inverse total Clerk's Office seniority. The Clerk has sole discretion to re-allocate the work.

The names of the employees who have been laid off shall be put on a recall list. In the event that the position from which the employee was laid off re-opens within three (3) years, that employee shall be recalled. In recalling employees, the Clerk's office shall use registered mail to the employee's last known address, laid-off employees is responsible for giving written notice to the Department of address change during this period of layoff.

**ARTICLE 16  
BONUS DAYS**

A regular full time employee of the Clerk hired on or before March 1, 1994 shall be given Bonus Days provided however, that current employees who opt into the sick leave conversion plan in Article 9 shall not be entitled to Bonus Days, and provided the employee has earned sick pay benefits in the previous year, in accordance with the Bonus Day Table set forth below.

**BONUS DAYS CANCELLATION TABLE**

MONTHS WORKED	SICK DAYS TAKEN										
	0	1	2	3	4	5	6	7	8	9	10
12	5	5	5	4 ½	4	3 ½	3	2	1	½	0
11	4 ½	4 ½	4 ½	4	3 ½	3	2 ½	1 ½	½	0	
10	4	4	4	3 ½	3	2 ½	2	1	0		
9	3 ½	3 ½	3 ½	3	2 ½	2	1 ½	½	0		
8	3	3	3	2 ½	2	1 ½	1	0			
7	2 ½	2 ½	2 ½	2	1 ½	1	½	0			
6	2	2	2	1 ½	1	½	0				
5	1 ½	1 ½	1 ½	1	½	0					
4	1	1	1	½	0						
3	½	½	½	0							

It is agreed that any changes in Bonus Day provisions agreed to by the supervisors in AFSCME Local 2058 shall automatically become a part of this agreement and modify the provisions of this Article.

**ARTICLE 17**  
**HOSPITALIZATION-PRESCRIPTION DRUG-DENTAL INSURANCE**

**Section 1. General Provisions**

The Clerk shall continue to provide, through the City of Toledo, hospital, medical, surgical, major medical, outpatient diagnostic laboratory services, prescription drug, vision care, dental care and benefits under the terms and conditions set forth below.

(a) Coverage shall be provided to each employee, each employee's spouse and all unmarried dependent members of the employee's family to age twenty-three (23) or other age as determined by applicable state or Federal law. Spouses who are both covered under this plan must jointly elect only one coverage. A new election may occur after an open enrollment due to circumstances such as layoff or other separation of one of the spouses, death, or divorce. Where spouses who are both employed have dependents from prior marriages for whose hospitalization coverage they are responsible they shall be exempt from this joint election requirement.

Where the spouse of a Clerk employee has health care coverage through a different employer, the spouse must enroll in his/her employer's plan. Dependents shall be covered as provided by the "Birthday Rule". Coordination of benefits shall be provided so that coverage is extended to the spouse and dependents that is not provided by the other employer's plan. In cases of demonstrated hardship due to excessive co-premiums (i.e., forty percent (40%) co-premiums or premium payments equaling thirty percent (30%) or more earnings), special consideration will occur.

(b) Coverage for this purpose shall be furnished through the insurance carrier(s) selected exclusively by the City on a fair fee basis until such time as some other insurer may be selected or the City determines that it would be in its best interest to self insure these benefits.

(c) Coverage shall be provided at the levels existing as of June 30, 1995 except as set forth in Sections 2 and 3 herein.

**Section 2. Cost Containment Procedures**

The following health care cost containment procedures shall be effective for all employees:

(a) Mandatory second surgical opinions, pre-admission notification or certification, emergency care limitations, post-admission concurrent review, outpatient surgery, continued treatment and technological review, medical case management, planned discharge, and other procedures as may be established under the medical review programs established by the City shall be followed. Failure to follow the procedures shall result in only eighty percent (80%) coverage for necessary care.

(b) Full-time employees covered by another health care program due to marriage or other reasons may waive their City of Toledo coverage and receive twenty-five thousand dollars (\$25,000.00) in life insurance coverage. This shall also be extended to those employees whose spouses are also employed by the Clerk or the City.

(c) Coverage for nervous and mental treatment is limited as follows: Inpatient care shall be maintained at a maximum of thirty-one (31) days per calendar year. Outpatient coverage shall be expanded to a maximum of twenty-two (22) visits per year at fifty percent (50%) co-insurance.

Coverage for drug and alcoholism treatment is limited as follows: Inpatient care shall be maintained at a maximum of thirty-one (31) days per calendar year. Coverage is limited to a maximum of twenty-five thousand dollars (\$25,000.00) lifetime benefits for all inpatient and outpatient care. Inpatient coverage shall be at one hundred percent (100%) for an individual's first admission, seventy-five percent (75%) for a second admission, and fifty percent (50%) for a third admission for drug and alcohol treatment. No coverage shall be provided beyond three (3) admissions per lifetime or thirty-one (31) days per calendar year. Outpatient coverage shall be expanded to a maximum of two thousand five hundred dollars (\$2,500.00) per calendar year at fifty percent (50%) co-insurance. Employees using drug and alcoholism treatment benefits must use the City's employee assistance program. The agency selected by the City for managing health care must be used by employees to certify coverage for drug and alcoholism treatment for themselves or their dependents.

### **Section 3. Cost Sharing Plan and Cost Coverage Restrictions**

The following cost sharing plan and cost coverage restrictions shall be effective for all employees:

(a) There shall be a five hundred dollar (\$500.00) annual per person maximum on chiropractic care and a one thousand three hundred dollar (\$1,300.00) annual per person maximum on physical therapy, both subject to the major medical deductible (\$100/individual) and co-insurance (80%/20%).

(b) Major medical benefits shall be paid to a lifetime maximum of one million dollars (\$1,000,000.00) per person; provided that coverage for nervous and mental, drug and alcoholism treatment is limited per Section 2, paragraph C.

(c) There shall be a one hundred dollar (\$100.00) co-pay for all emergency room visits, which shall be waived if the individual is admitted or if the visit is between the hours of 8:00 p.m. and 9:00 a.m., or on a Saturday after 12:00 Noon, or on a Sunday.

(d) As a condition of continued coverage under the terms of this section, covered employees shall, beginning the first full pay period in July, 2014, be responsible for premium payments in accordance with the following schedule: Single employees receiving coverage under this section shall pay a monthly premium of forty-eight dollars

(\$48) per month; a single employee with one (1) dependent (e.g., “single +1” coverage) shall pay a monthly premium of eighty dollars (\$80) per month; an employee with more than one dependent (e.g., family coverage) shall pay a monthly premium of ninety-two dollars (\$92) per month. Any employee eligible to receive coverage may waive such coverage.

Effective the first full pay period in July, 2015 the monthly premiums will be increased as follows:

Singe employees receiving coverage under this section shall pay a monthly premium of seventy-one dollars (\$71) per month; a single employee with one (1) dependent shall pay a monthly premium of one hundred twenty dollars (\$120) per month; an employee with more than one dependent (e.g., family coverage) shall pay a monthly premium of one hundred twenty-nine dollars (\$129) per month.

Effective the first full pay period in July, 2016 the monthly premiums will be increased as follows:

Single employees receiving coverage under this section shall pay a monthly premium of ninety-four dollars (\$94) per month; a single employee with one (1) dependent shall pay a monthly premium of one hundred sixty dollars (\$160) per month; an employee with more than one dependent (e.g., family coverage) shall pay a monthly premium of one hundred sixty six dollars (\$166) per month.

The co-premium payments will be made by payroll deduction on a pre-tax basis. Part time employees’ premiums will be pro-rated. Spouses who are both employed by the Clerk or the City of Toledo will only pay one co-premium payment based on the level of coverage selected. The “Birthday Rule” and the spousal exclusion language in Section (1) (a) continue to apply to coverage options.

#### **Section 4. Consortium Plan**

All employees shall be enrolled in the Consortium Plan. Consortium Plan coverage and benefits shall be at the Traditional Plan levels except as otherwise provided herin or in the Plan Document. Consortium Plan Medical Providers shall be restricted to those hospitals, physicians, and other care providers designated in the plan as developed by the City in conjunction with the Cost Containment Committee. However, the schedule of benefits shall not be diminished. There shall no longer be a Traditional Plan or HMO Plan option.

#### **Section 5. Well Baby Care, Pap Tests, Office Visits**

Coverage for well baby care, pap tests, and office visits shall be offered to all employees enrolled under conventional coverage as follows:

- (a) Well baby care limited to routine examinations and immunizations for an

infant until the infant's first birthday;

(b) Pap tests as well as office fee will be paid in full once every twelve (12) months;

(c) Office visits for routine services rendered in the physician's office, including physical examinations and family planning shall be subject to fifteen (\$15.00) co-payment, which shall be counted toward the individual's major medical deductible.

Fees that the physician charges for the services under paragraph a, b, and c shall be paid on the same basis as other covered services (e.g., usual, customary, and reasonable): payment of one hundred percent (100%) will be made for the first seventy-five dollars (\$75.00) per single contract or two hundred dollars (\$200.00) per family per calendar year collectively for well baby care and office visits.

## **Section 6. Major Dental Program**

The City shall continue to provide a major dental program that provides the following:

Type A Services:	Preventative 100%
Type B Services:	Major and minor restorative 80%
Type C Services:	Orthodontia 60%

Deductible for Type B Services \$50.00 per person per year maximum payment of \$1,000.00 per year.

Maximum lifetime benefit for Type C Services for any covered person \$1,000.00. Coverage limited to dependent children under age 19.

This program shall continue in effect for the duration of this agreement.

## **Section 7. Prescriptive Drug Purchase Program**

The City shall provide a three-tier closed formulary prescriptive drug purchase program: a six dollar (\$6.00) co-payment for tier 1 drugs (generics); a fifteen dollar (\$15.00) co-payment for tier 2 drugs (preferred brand name drugs); and a thirty dollar (\$30.00) co-payment for tier 3 (non-preferred brand name drugs). This program will include a generic drug substitution option. The city shall select the provider for the formulary drug program, who shall group drugs according to determinations made by therapeutic committee, as it deems necessary. The City may select an alternative carrier at its option.

The City may implement managed care for the prescriptive drug program. This would allow for an elevation of the interaction of an individual's different prescriptions on a voluntary basis. Recommendations could then be made to the individual and his/her physician for more effective drug therapy.

## **Section 8. Dental and Prescriptive Drug Coverage**

The coverage herein for dental and prescription drug shall be under either an individual or family contract as may be appropriate. The selection of the insurance carrier to provide the coverage herein is the exclusive right of the City.

## **Section 9. Vision Care Plan**

The Clerk, through the City of Toledo shall provide a vision care plan, which will contain a deductible plan. The City may select a carrier or become a self-insurer, as it deems necessary.

## **ARTICLE 18 MISCELLANEOUS**

### **Section 1. Mileage and Travel**

When it is required by the Clerk that an employee uses his/her own vehicle for Office business, such employee will be reimbursed at the current amount per mile presently in effect set by the City.

### **Section 2. Training/Education Programs**

At the Clerk's discretion, paid time off from regular work assignment shall be permitted for work related activities as required by the Clerk such as attendance at conferences, institutes, seminars, and workshops provided budget and other considerations are such that prior approval can be given by the Clerk. The Clerk's Office will make every reasonable effort to disseminate information about such activities as soon as it is available. Covered expenses currently assumed by the City shall continue in the same manner throughout the term of the contract.

### **Section 3. Labor Management Meetings**

Labor-Management meetings shall be held upon the request of either party (Union Representation or Clerk) to discuss problems and/or matters of mutual concern. Such meetings shall be convened when possible no later than five (5) days after the request has been made.

The Union will be represented by one (1) steward and a union staff representative. Upon mutual Agreement, additional representatives may attend.

### **Section 4. Departmental Equipment**

All equipment and supplies necessary in the day to day operation of the Office will be made available to the employees and kept in proper working condition by the employee so that such employee may adequately perform his or her job function. All repairs or replacements will be made by the Clerk's office.

### **Section 5. Permanent Part Time Employee Benefits**

The preceding benefits as they pertain to sick days, holiday pay, funeral pay, discretionary Holidays and vacation shall be made available to all permanent part time employees working at least twenty (20) hours per week on a pro-rated basis based on actual hours worked the preceding year.

### **Section 6. Job Description Defined**

Each bargaining unit employee shall receive within ninety (90) days from the signing of this agreement, a current, complete and accurate statement of such employee's duties and responsibilities.

## **Section 7. Evaluation Compensation**

Bargaining Unit Supervisors who are required to do semi-annual evaluations during off duty hours shall be compensated with two (2) compensatory days per calendar year.

## **Section 8. On Call Compensation**

Supervisors required to be on weekend call shall receive fifty dollars (\$50.00) for being on such weekend call. The Clerk will attempt first to fill such weekend on call on a voluntary basis. If on call for the weekend cannot be filled by volunteers, employees will be forced on a rotating basis (the first weekend of mandatory would be filled by the least senior supervisor; the second weekend mandatory would be filled by the second least senior supervisor; the third mandatory by the third least senior supervisor and so on. The mandatory list will rotate from bottom to top of the seniority list and then back to the bottom). Any supervisor called into work on a call weekend shall receive double time their rate of pay in addition to the fifty (\$50.00). If the weekend is extended by a holiday(s), the supervisor shall receive an additional twenty-five dollars (\$25) for each additional day. When a holiday falls in the middle of the week, the supervisor on call the following weekend is responsible for taking the call.

**ARTICLE 19**  
**SAVINGS CLAUSE**

If any article or section of this Agreement or any rider thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such article or section to persons or circumstances other than to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby.

It is the intent of the parties that should any article, or section of this Agreement be held invalid or inoperable, that section or article shall be renegotiated in an attempt to provide validity, operability, or acceptability to such section or article.

ARTICLE 20  
Assistant Chief Deputy, Criminal / Traffic Division

The Clerk of Toledo Municipal Court and UAW Local 12 recognize the need to have a member of the supervisory bargaining unit participate in all projects in the Criminal / Traffic division.

Both parties also recognize that supervisory staff needs regular communication on these projects.

As a result, the Clerk and UAW Local 12 have agreed to continue the office practice of hiring one member of the bargaining unit as the Assistant Chief Deputy of the division.

The Assistant Chief Deputy position will be posted to members of the UAW Local 12 bargaining unit every 2 years.

The Assistant Chief Deputy will receive additional compensation.

This agreement does not preclude any supervisor's participation in projects when required.

**ARTICLE 21  
ME TOO PROVISION**

The Clerk agrees to maintain a wage differential of eighteen percent (18%) between the members of the bargaining unit and the highest paid member of AFSCME Local 3411.

Effective January 1, 2004 any economic benefit that is provided to the non-supervisory bargaining unit, that is greater than such economic benefit currently being provided to the supervisory bargaining unit, shall be automatically granted to the supervisory bargaining unit.

**ARTICLE 22**  
**TERM OF AGREEMENT**

This Agreement shall be effective as of the 1<sup>st</sup> day of January, 2014, and shall remain in full force and effect until December 31, 2016, which shall be automatically renewed every year thereafter unless either party shall notify the other in writing sixty (60) days prior to the anniversary date that it desires to terminate or modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the matter set forth in this provision.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in this provision.

This article will not bar the parties hereto from agreeing upon any subject of mutual interest.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representative as of the date first above written.

**ARTICLE 23**  
**SUCCESSORS AND ASSIGNEES**

This agreement shall be binding for its term upon successor to the Clerk. In the event that the Clerk is succeeded or in the event that the Clerk transfers to another entity any operations covered by this agreement, the Clerk shall inform said successor or entity:

- (1) of the exact terms of this agreement; and,
- (2) that the successor or entity is required to recognize and bargain with the Union as the representative of the affected employees.

## ARTICLE 24 WAGES

### Section 1. Base Annual Wages

Effective January 1, 2014, employees will continue to be paid at the hourly rate that became effective in February 2013.

Effective the first full pay period in January 2015, employees shall receive a two percent (2%) increase in their base hourly wage.

Effective the first full pay period in January 2016, employees shall receive a two percent (2%) increase in their base hourly wage.

### Section 2. Public Employees Retirement System

- a) The Clerk will continue to participate in the Public Employees Retirement System (PERS) of Ohio as provided by the Ohio Revised Code.
- b) As of December 2007, the Clerk shall pay 8.5% of the employee share of PERS.
- c) Effective with the first full pay period of July 2014, the Clerk shall pay five percent (5.0%) of the employee's pension contribution and the employee shall be responsible for the remaining percentage (employee contribution increased from 1.5% to 5.0%). In July 2013, those employees receiving a reduction in pension pickup will receive a separate, one-time lump sum payment in the amount of one thousand, two hundred and fifty dollars (\$1,250). Those employees unaffected by the pension pickup reduction are not eligible to receive the lump sum payment.
- d) Effective with the first full pay period of July 2015, the Clerk shall pay two percent (2.0%) of the employee's pension contribution and the employee shall be responsible for the remaining percentage (employee contribution increased from 5.0% to 8.0%).
- e) Effective with the first full pay period of July 2016, the Clerk shall pay zero percent (0%) of the employee's pension contribution and the employee shall be responsible for the remaining percentage (employee contribution increased from 8.0% to 10%).
- f) In the event that the employee share of the pension payment increases due to a change in law or regulation, the employee shall be responsible for paying the entire amount of the increased employee contribution.
- g) Except for the one-time lump sum payments to those affected employees, employees who are eligible to have the Clerk pick up a percentage of their employee share of pension are prohibited from receiving the payment specified

in paragraphs (b) through (e) directly. The payments will be made to employee's individual P.E.R.S. accounts.

- h) Effective the first full pay period of July 2015, and pursuant to paragraph (e), the Clerk's pension pick-up referred to in this article will terminate, and the Clerk will no longer implement or participate in any pension pick-up plan.
- i) All employees hired or reinstated after January 1, 2011 will be required to pay the entire cost of their PERS employee contribution, and furthermore shall not receive any lump sum payments contained in this section.

Subsections (b) through (h) are not applicable to employees hired or reinstated after January 1, 2011.

SIGNATURE PAGE

FOR THE TOLEDO MUNICIPAL  
CLERK OF COURT

*Waltie Bowman-English*  
\_\_\_\_\_  
*Jan 27*  
\_\_\_\_\_

DATE:

*9/9/14*  
\_\_\_\_\_

FOR THE UNITED AUTOMOBILE,  
AEROSPACE AND AGRICULTURAL  
IMPLEMENT WORKERS OF  
AMERICA EMPLOYEES UNION

*Kenneth J. Sarty*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*Rickie M. Barker*  
\_\_\_\_\_

DATE:

*8-7-2014*  
\_\_\_\_\_