03-18-15
13-MED-12-1617
2273-04
K32064

AGREEMENT

Between

THE SUMMIT COUNTY SHERIFF'S OFFICE

and

OHIO COUNCIL 8
AFSCME LOCAL 1229
OFFICE AND CLERICAL UNIT

EFFECTIVE: April 1, 2014
EXPIRES: March 31, 2017

TABLE OF CONTENTS

ARTICLE	SUBJECT	PAGE #
ARTICLE 1	AGREEMENT/PURPOSE	1
ARTICLE 2	RECOGNITION	1
ARTICLE 3	CHECKOFF	3
ARTICLE 4	WAIVER IN CASE OF EMERGENCY	4
ARTICLE 5	NON-DISCRIMINATION	5
ARTICLE 6	SEXUAL HARASSMENT	5
ARTICLE 7	MANAGEMENT RIGHTS	5
ARTICLE 8	WORK RULES	6
ARTICLE 9	UNION NEGOTIATING COMMITTEE	7
ARTICLE 10	UNION REPRESENTATION	7
ARTICLE 11	VISITATION OF UNION REPRESENTATIVES	8
ARTICLE 12	LABOR MANAGEMENT MEETINGS	8
ARTICLE 13	PROBATIONARY PERIOD	9
ARTICLE 14	SENIORITY	10
ARTICLE 15	LAYOFF AND RECALL	11
ARTICLE 16	JOB VACANCIES	13
ARTICLE 17	DISCIPLINE	15
ARTICLE 18	GRIEVANCE PROCEDURE	17
ARTICLE 19	EMPLOYEE EVALUATION	19
ARTICLE 20	PERSONNEL RECORDS	19
ARTICLE 21	HOURS OF WORK/OVERTIME	19
ARTICLE 22	HOLIDAYS	23
ARTICLE 23	VACATIONS	26
ARTICLE 24	CALL BACK PAY	28
ARTICLE 25	REPORT IN PAY	28
ARTICLE 26	SICK LEAVE	28
ARTICLE 27	LEAVES OF ABSENCE	30
ARTICLE 28	MEDICALLY RESTRICTED EMPLOYEE	34
ARTICLE 29	TRAINING PROGRAM	34
ARTICLE 30	POLITICAL ACTIVITY	34
ARTICLE 31	SAFETY AND HEALTH	35
ARTICLE 32	BULLETIN BOARDS	35
ARTICLE 33	HEALTH AND LIFE INSURANCE BENEFITS	36
ARTICLE 34	OHIO AFSCME LEGAL SERVICES	36
ARTICLE 35	SUB-CONTRACTING	36
ARTICLE 36	NO STRIKE/NO LOCKOUT	37
ARTICLE 37	CLOTHING ALLOWANCE	37
ARTICLE 38	WAGES	37
ARTICLE 39	SCHEDULE PREFERENCE	40
ARTICLE 40	EMERGENCY PAY	41
ARTICLE 41	SAVINGS CLAUSE	41

TABLE OF CONTENTS

ARTICLE	SUBJECT	PAGE #
ARTICLE 42	SUBSTANCE ABUSE PREVENTION POLICIES AND PROCEDURES	41
ARTICLE 43	PRINTING OF CONTRACT	41
ARTICLE 44	DURATION	41
	SIGNATURE PAGE	43
APPENDIX A	CLASSIFICATION SERIES	44
APPENDIX B	ACKNOWLEDGMENT OF STEP 1 GRIEVANCE	45
APPENDIX C	LETTER OF UNDERSTANDING RE: GRIEVANCE PROCEDURES	46
ATTACHMENT A	EMPLOYEE WAIVER UNION REPRESENTATION	47
APPENDIX D	EDUCATIONAL SCHEDULE CHANGE	48
APPENDIX E	UNION TIME AUTHORIZATION FORM	49

ARTICLE 1
AGREEMENT/PURPOSE

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

1.02 The parties acknowledge that during the negotiations which resulted in the agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or regulation from the area of collective bargaining pursuant to O.R.C. Chapter 4117, and that the understanding and agreements arrived at by the parties after the exercise of those rights and opportunities are set forth in this agreement. The provisions of this agreement constitute the entire agreement between the parties, and all prior agreements, oral or written, are hereby cancelled and prior practices may be cancelled at the Employer's discretion.

ARTICLE 2
RECOGNITION

2.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining representative of employees of the Summit County Sheriff's Office for the purpose of collective bargaining in any and all matters relating to wages, hours, benefits, terms and all conditions of employment in the certified bargaining unit as follows:

INCLUDED:
All employees in the following classifications: Account Clerk I & II; Civil Clerk I & II; Clerk Typist I & II; Data Entry Operator I & II; Fiscal Officer I; Inmate Services Worker I & II; Jail Registrar I & II; Laundry Worker I; Receptionist I & II; Records Specialist; Secretary I, II & III; and SORN Administrator.

EXCLUDED:
All employees in the following classifications: Administration Office Manager (Secretary to Sheriff- one (1) employee - confidential); Inmate Services Supervisor; Assistant Sheriffs; Sheriff Inspector; Communication Technician Supervisor; General Counsel; Director of Administration (two (2) employees); Assistant Director of Administration; Fiscal Officer H; Community Relations Specialist; Community Relations/Training Officer; Chief Jail Registrar; Assistant Account Clerk Supervisor (one (1) employee - confidential); Mental Health Coordinator; and Secretary III (one (1) employee - confidential - Secretary to Director of Administration/Personnel Labor Relations); Administrative Assistant to the Assistant Sheriff for Corrections; Administrative Assistant to the Assistant Sheriff for Operations; and Administrative Assistant to the Assistant Sheriff for Administration.

2.02

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

1. Name of old and/or new classification(s)
2. Job description of new classification
3. Organizational chart.

b. Should the parties be unable to resolve the Union question, the Employer will, upon request, or on its own, supply any additional information necessary and relevant to resolve the dispute.

c. The Employer and the Union shall meet for the purpose of negotiating a wage rate and job description for any newly created classifications such as Civil Clerk 3, Secretary 4 or Account Clerk 3 that is mutually agreed to be included in the bargaining unit or has been included in the unit as determined by the State Employment Relations Board (SERB) within sixty (60) days of such mutual agreement or SERB directive of inclusion in the bargaining unit.

d. Pursuant to O.R.C. 4117 and the SERB rules and regulations, any changes in the bargaining unit must be approved by SERB. The parties may jointly or individually petition SERB for a unit clarification on any changes in the bargaining unit certification.

2.03 Work normally performed by employee(s) of the bargaining unit shall not be performed by supervisors, foreperson, or other personnel unless:

a. Qualified bargaining unit employees are not available to perform the work; or

b. Supervisors, forepersons, or other non-bargaining unit personnel and excluded classifications have normally and previously been performing the work on a normal basis; or

c. It is for the purpose of instructing or demonstrating proper methods of work procedures.

ARTICLE 3
CHECKOFF

3.01 The Employer agrees to deduct Union dues, initiation fees, and assessments from pay of employees within the unit upon receipt of a voluntarily written authorization executed by the employee on an Authorization for Check off of Dues Form provided for that purpose. The Union shall notify the Employer of the amounts to be deducted, including any subsequent increases in dues, initiation fees, or assessments. The Union shall afford its members an opportunity to cancel their dues deductions during the thirty (30) to forty-five (45) day period prior to the expiration of this agreement.

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

3.03 Deductions will be made from the pay of employees biweekly. Should deductions not be made in such pay period, a double deduction shall be made in the next deduction period. Dues in arrears shall continue until the employee is current.

3.04 The Employer's obligation to make such deductions shall terminate automatically beginning with the pay period immediately following the pay period of the termination of the employment of the employee who signed the authorization, or upon his transfer to a job with the Employer not covered by this agreement, or upon his layoff from work, or upon his absence due to an unpaid approved leave, or upon timely receipt of a revocation authorization as defined in Section 3.01 (deductions shall then be subject to the fair share fee provisions of this article). Such deduction shall be resumed if an employee who is on layoff status is recalled, or an employee who is on an approved unpaid leave of absence returns, or an employee transferred to a job not covered by this agreement is later transferred to a job covered by this agreement, or a job to which an employee has been transferred becomes covered by this agreement. The Employer will notify the Union of such employees during the pay period following the pay period in which the revocation, termination, transfer, layoff, or unpaid leave takes place.

3.05 Deductions provided in this article shall be transmitted to the Comptroller of Ohio Council 8 no later than the tenth (10th) day following the pay, dues are deducted. The Employer will furnish, together with its check for Union dues, an alphabetical list by job classification of all employees whose dues have been deducted showing the deductions and the employee's social security number. A copy shall be submitted to the Ohio Council 8 Akron Regional Office and the Local Union at the same time.

3.06 Effective the sixty-first (61st) day from date of hire, all employees who are not members in good standing of the Union shall pay a fair share fee to the Union.

All employees hired on and/or after January 1, 1994, who do not become members in good standing of the Union, shall pay a fair share fee to the Union, effective sixty-one (61) days from the employee's date of hire. The fair share fee amount shall be determined by the Union in accordance with the provisions of the Union's lawful fair share fee procedure and shall be certified to the Employer by 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.

The Union agrees to immediately provide the Employer a copy of any changes to its fair share fee procedures. The Union affirms that it is its intent that its fair share fee procedures meet all existing and future state and/or federal requirements.

Payments to the Union of fair share fees shall be made in accordance with regular dues deductions as provided herein, and employees who are not members of the Union are required as a condition of employment, to pay the fair share fees. A separate listing of those employees paying the fair share fee shall be submitted to the Union along with the check for the fair share fees, in accordance with Sections of this Article. The Employer's obligation to make such fair share fee deductions shall terminate automatically beginning with the pay period immediately following the pay period of the termination of the employment of the employee, or upon his transfer to a job with the Employer not covered by this agreement, or upon his layoff from work, or upon his absence due to an unpaid approved leave.

The Union warrants and guarantees to the Employer that no provision of this article violates the constitution of the United States of American or the State of Ohio. The Union hereby agrees to indemnify the Employer from any and all claims, suits, and judgments and other forms of liability, including all costs of proceedings, arising out of the Employer's agreement with the Union contained in complying with any provisions of 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.

3.07 The Employer shall not be required to remit to the Union the monthly dues, assessments, fair share fees, or membership fees of Union or non-Union members during the period of an authorized or unauthorized strike, walkout, or other job action by the Union or the Union membership, or upon contract termination.

ARTICLE 4
WAIVER IN CASE OF EMERGENCY

4.01 In the case of circumstances beyond the control of the Employer, such as riot, flood, civil disorder and other similar acts, but excluding strikes and other similar work stoppage acts on the part of other County employees, the following conditions of this agreement shall be automatically suspended without recourse from the Union, upon declaration of said emergency by the Employer or his designated representative:

a. Time limits for replies on grievances.

b. Limitations on distribution of work assignments.

c. Limitations on distribution of overtime.

d. In addition and notwithstanding other articles of this agreement,

the Employer or his designated representative reserve the right, during such emergency, to assign employees to work without regard to their employment classifications.

e. Scheduled vacations may be suspended if the employee has not taken the vacation at the point of the emergency; however, employees currently on vacation at the time of an emergency may volunteer to reschedule their vacation to assist during this emergency with no loss in vacation accrual.

ARTICLE 5
NON-DISCRIMINATION

5.01 The Employer and the Union agree not to discriminate against any bargaining unit employee with respect to compensation or terms and conditions of employment, because of such individual's race, color, creed, religion, sex, sexual orientation, gender identity, age, national origin or disability. Nothing in this agreement shall provide any additional rights, privileges, recourse or remedy other than those already provided by state or federal law.

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

ARTICLE 6
SEXUAL HARASSMENT

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

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

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

ARTICLE 7
MANAGEMENT RIGHTS

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

a. Determine matters of inherent managerial policy, including area of discretion of policy such as functions and programs, standards of services, overall budget, use of technology, and organizational structure;

b. Direct, supervise, evaluate, or hire employees;

c. Maintain and improve efficiency and effectiveness or operations;

d. Determine the overall methods, process, means, or personnel by which operations are to be conducted;

e. Suspend, discipline, demote, or discharge for just cause, layoff, transfer, assign, schedule, promote, or retain employees;

f. Determine the adequacy of the work force;

g. Determine the overall mission of the Department;

h. Effectively manage the work force; and,

i. Take actions to carry out the mission of the Department as a governmental unit.

7.02 The Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

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

ARTICLE 8
WORK RULES

8.01 The Union shall be notified of any revisions and/or newly initiated rules and regulations of the Employer at least seven (7) days prior to the effective date. In the event that the rule or regulation is required to prevent or correct an immediate threat to public safety or security, it may be initiated with immediate notice. The Union and the Employer shall meet regarding such rules and regulations upon request of the Union. Such meeting will be scheduled within a reasonable time mutually acceptable to the Union and the Employer. The President of Local 1229 AFSCME and Chapter Chairperson will be notified of the final revisions and/or newly initiated rules and regulations of the Sheriff on the same date that supervisors are notified of said rules and regulations. Such rules will be equitably applied to all employees.

ARTICLE 9
UNION NEGOTIATING COMMITTEE

9.01 Employee members of the AFSCME Negotiating Committee shall be permitted reasonable time off, during normal scheduled working hours, without loss of pay, for the purpose of participating in meetings related to collective bargaining with the Employer. The number of employees paid under this provision shall not exceed two (2).

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

ARTICLE 10
UNION REPRESENTATION

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

10.02 This bargaining unit shall be represented by three (3) Union Steward or an Alternate Steward in the absence of the Steward with one (1) steward designated in each area where bargaining unit employees are assigned. In addition to the authorized Steward, the Chapter Chairperson's or the Local Union President in the absence of the Chapter Chairperson, authorized function shall also include the following:

a. Replace absent Stewards or Alternate Stewards in processing grievances under the grievance procedure.

b. Represent the Union at the third step of the grievance procedure.

c. Represent the Union or employees under any other provisions of this Agreement.

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

The Chapter Chairperson and Stewards shall be excused to leave work without loss of pay to represent a member(s) of the Union at scheduled hearings. The Chapter Chairperson shall be excused for a reasonable amount of time during working hours without loss of pay for the purpose of conducting normal Union business upon notification to the Employer **and** provided prior authorization has been obtained from the immediate supervisor.

To secure pay for time off during their regularly scheduled working hours, the Chapter Chairperson or Steward will be required to use the authorization form that is attached hereto as Appendix E. Prior approval can be given verbally, with the form to be completed when the supervisor is available.

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

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

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

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

10.08 The Union President shall normally be provided forty (40) hours per week for Union business related to the administration of the labor agreement of the County of Summit. The Union President, however, may be required to perform his/her normal duties of his/her classification in emergency or related events. Moreover, the Union President shall be eligible for overtime as set forth in this Agreement. The parties recognize that this provision does not entitle each separate bargaining unit to a "release time" president and the President may come from another bargaining unit.

ARTICLE 11
VISITATION OF UNION REPRESENTATIVES

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

ARTICLE 12
LABOR MANAGEMENT MEETINGS

12.01 At a minimum, there shall be a quarterly meeting of the Employer Representatives, the Local Union President, Chapter Chairperson and Stewards of the Union. Representatives of Ohio Council 8 may also be in attendance. Such meetings shall be scheduled

at a mutually agreed upon time.

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

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

a. The administration of this agreement;

b. To disseminate information of interest to the parties;

c. To discuss ways to increase productivity and improve effectiveness; and

d. To consider and discuss health and safety matters relating to employees.

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

ARTICLE 13
PROBATIONARY PERIOD

13.01 Newly hired employees shall be considered on probation for a period of one hundred eighty (180) calendar days. A probationary employee who has lost work time due to illness or injury may have his probationary period extended by the length of illness or injury. A new hire probationary employee will be evaluated once during the first half of the probationary period and once during the second half of the probationary period; however, such employee may be terminated any time during his probationary period and shall have no right to appeal the termination under this agreement. A new hire probationary employee will be provided a copy of his probationary evaluations, if any.

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

13.03 Promotional and trial probationary period.

a. Any bargaining unit employee who successfully bids upon and is appointed to another job classification in the bargaining unit, or any Office Clerical bargaining unit employee who successfully bids upon and is appointed to a Communication Technician position, shall have a trial period of ninety (90) calendar days.

During this trial period, the employee shall have reasonable help and supervision. If the successful bidder fails thereafter to qualify during the trial period, he shall have the right to revert to his former job, and this right shall in turn apply to the others who changed jobs as the result of filling the posted position. Within the first **fifteen** calendar days of the trial period, an employee may disqualify himself. During the ninety (90) day promotional (trial) probationary period the Employer shall have the right to place the employee in his former position.

ARTICLE 14
SENIORITY

14.01 Seniority is an employee's uninterrupted length of continuous service with the Employer, including any approved leaves of absence, except as otherwise defined in Section 14.04 of this article. Newly hired probationary employees who have completed their probationary period shall be entered on the seniority list, with seniority retroactive to date of hire.

14.02 The Employer shall post a copy of the seniority list showing the seniority of each employee listed by job classification and department on each of the Employer's bulletin boards. The seniority list shall be reviewed or updated every ninety (90) days with copies being furnished to the Union at such time.

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

a. Retirement (this is not to be construed to mean that the retiring employee loses benefits to which he is entitled at the time of his retirement).

b. Voluntary resignation.

c. Discharge for just cause.

d. Loss of recall rights.

e. Failure to report off for three (3) consecutive work days, unless the employee can verify that conditions make it impossible for him to report off during this period.

f. Failure to return to work upon expiration of an approved leave of absence, unless otherwise mutually agreed to by the employee and the Employer.

14.04 Employees of the Employer who are in classifications outside the bargaining unit,

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

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

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

ARTICLE 15
LAYOFF AND RECALL

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

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

a. Any temporary, casual, or seasonal employees within the department and classification shall be first to be laid off.

b. Any probationary employees within the department and classification shall be next to be laid off.

c. Any part-time employees within the department and classification shall be next to be laid off.

d. Promoted employees who have not completed their trial period.

e. Next to be laid off will be full-time employees, starting with employees with the least seniority, with the classification affected.

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

1.) An employee will first be permitted to bump an employee with less seniority in a lower classification within their classification series (See Appendix A- Classification Series);

2.) If no positions are available within the employee's classification series, the employee may bump a less senior employee in a lower classification if the bumping employee is qualified to perform the duties of the lower classification as outlined in the job description duties or if the employee has worked in the lower classification previously and has successfully performed the job duties.

3.) Employees shall have trial period of ninety calendar days **however may be removed at any time during the trial period**.

g. When affected employees have a tie in seniority date, seniority shall be determined by a coin toss or a drawing of lots.

h. Employees shall have five (5) calendar days from receipt of notice of layoff to inform the Employer, in writing, of their election under Section 15.01 (F). The Employer shall have five (5) calendar days to confirm or deny the employees option to bump in conformance with Section 15.01 (F) of this Article.

i. An employee shall have the option of either accepting work in any classification into which the employee can bump and qualify or accepting the layoff at the employee's discretion.

J The Employer and/or its representatives will not challenge an employee's right to unemployment compensation who chooses to take layoff rather than bump, unless the employee refuses a recall to a bargaining unit position in the classification from which the employee was originally laid off

k. No new employees in the bargaining unit job classifications that were affected by the layoff shall be hired, nor shall any promotions be made in the bargaining unit job classifications that were affected by the layoff until all employees in the bargaining unit job classifications that were affected by the layoff including employees

who exercised their bumping rights on layoff status have been recalled. Employees on layoff shall be notified and offered an opportunity to bid on any job vacancies the Employer intends to fill pursuant to Article 16 - Job Vacancies.

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

15.02 Recall of employees on layoff status shall be in the reverse order of layoff. Notification of recall shall be first by telephone (to be confirmed the same day by mail). Each employee recalled from layoff shall be given a seven (7) day notice of recall by certified mail to their last known address as shown on personnel records.

An employee who fails to report to work on the date specified in the recall letter shall be deemed to have declined re-employment and the employee shall lose all recall and employment rights.

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

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

a. Prior to the actual layoff, employee(s) must notify the Employer in writing of their decision to be considered for any voluntary layoff

b. The volunteer with the most seniority shall be laid off first.

c. An employee who chooses voluntary layoff will have recall rights as provided in section 15.02.

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

ARTICLE 16
JOB VACANCIES

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

a. Notice of vacancy or new job shall be posted on all Union bulletin boards for seven (7) calendar days from the date the job opening has been posted. Notice

of vacancy or new job shall be posted on all Union bulletin boards for seven (7) calendar days from the date the job opening has been posted. **The posting shall be sent by electronic mail to all bargaining unit members.**

b. During this posting period, employees who wish to apply for a posted opening may do so by submitting a bid application. The application shall be submitted online using the appropriate forms contained on the County employment website to the Human Resource Department. The employee must comply with the employer's procedures and requirements as set forth on the County employment website in order to apply for a vacancy.

c. The posting shall contain a description of the position to be filled, any required basic and/or special qualifications, rate of pay, location, work shift, and basic duties of said position.

16.02 **Cross-Bidding:**

d. Vacancies in the bargaining unit shall be offered to employees in the Communication Technician Unit at the same time that the job vacancy is posted according to Section 16.01 (A) of this article.

e. Employees in the Communication Technician Unit shall be considered if there is no qualified bidder from the Office/Clerical Unit to fill the position.

f. If the Employer determines that there is no qualified bidder, the Employer may fill the vacancy from the other sources.

g. Cross bidding shall not constitute a break in service; therefore, employees shall be promoted according to their current step progression with no loss in credit for longevity, retirement, and vacation accrual.

16.03 **Selection**

a. It will be the function of the Employer, within fourteen (14) calendar days after the close of the posting period, to select the applicant based on qualifications and experience. When qualifications and experience are relatively equal, then seniority shall be the determining factor in the selection of the applicant. Successful applicants shall be prohibited from applying for any other bargaining unit vacancies for a period of one (1) year from the date of the reassignment, except when applying for a higher classification whereas that employee may be considered one (1)

additional time.

b. The Employer will provide each employee who bid on the posted position and was not selected a written notification within five (5) calendar days subsequent to the selection, listing the reasons why such employee was not selected for the posted position.

c. The Employer will provide a notice to the Union showing the name, seniority date, and classification of the employee selected to fill the position, or that no employee was selected to fill the position. This notice shall be provided to the Union within five (5) calendar day subsequent to the decision to select or not to select an employee.

16.04 **Lateral Transfer.**

a. Employees desiring to transfer laterally to openings in other departments or locations of the Employer's facilities, within the employee's classification, may submit a request in writing to the Personnel Director during the posting period outlined in Section 16.01 (A). This request shall be the same process as that outlined in Section 16.01 (B). The Union shall receive a copy of the lateral transfer request upon request.

b. Requests made for lateral transfer must be made by the employee during the first three (3) calendar days of the posted position.

c. The Employer shall transfer applicants with the most seniority to fill the openings, provided the applicant has the skill and ability to perform the job, prior to the job being filled through a bid. In the event that there are no lateral transfer requests made during the posting period, such job shall be filled in accordance with Section 16.03 (A) of this Article.

ARTICLE 17
DISCIPLINE

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

Forms of disciplinary action include:

a. Written Warning

b. Written Reprimand

c. Suspension or Disciplinary Demotion

d. Termination

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

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

17.04 Any records of disciplinary action taken against an employee shall expire and not be used against the employee for the purposes of progressive discipline provided there has been no intervening disciplinary action taken against the employee during the specified time period as follows:

a. Disciplinary actions resulting in no loss of time or pay – **12** months;

b. Disciplinary actions resulting in the loss of time or pay not to exceed five (5) days pay - **24** months;

c. Disciplinary actions resulting in the loss of pay or time exceeding five (5) days pay - **36** months.

If intervening discipline has not occurred, said notations shall be removed from

their file and personnel file if the employee requests the removal of the disciplinary notation in writing. Said requests must be directed to the attention of the Personnel Administrator. Last chance agreements are not subject to the above time limitations.

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

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

ARTICLE 18
GRIEVANCE PROCEDURE

18.01 The term "grievance" shall mean any dispute or difference between the employee and the Employer or the Employer and the Union concerning the interpretation of and/or application of, or compliance, with any provision of this Agreement, including disciplinary action against a non-probationary employee (those who have passed initial newly hired probationary period). Such grievance shall be processed in accordance with the terms of this grievance procedure.

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

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

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

Step 1:

An employee who has a grievance will take it up orally with his immediate supervisor. Upon the employee's request, his steward will be present. **The Steward or employee should state: This is Step 1 of the grievance process.** Such grievance shall be taken up within ten (10) work days of the incident's occurrence. **However in no case may the grievance be filed more than thirty (30) days after the incident of occurrence unless it is a continuing occurrence such as in a continuing payroll error and any potential remedy would be effective upon the filing date.** The supervisor shall answer the employee's grievance within ten (10) work after the grievance is presented to him. A steward having an individual grievance in connection with his own work may ask for the Chapter Chairperson or his designee to assist him in adjusting the grievance for the supervisor. The grievant and the immediate supervisor will both sign the appropriate form (Appendix B) in order to acknowledge the occurrence of the Step 1 procedure.

Step 2.

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

Step 3:

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

Step 4:

If the grievance is not satisfactorily settled at Step 2, it may be submitted for arbitration upon request of the Union in accordance with Step 4 of this Article. Should any grievance not be settled satisfactorily at the third (3rd) step, the Union may, within thirty (30) work days of the receipt of the second (2nd) step answer, submit a request for arbitration to the Employer. The Arbitrator shall be selected from the permanent panel of arbitrators set forth in this Section 06. The parties may also mutually agree to select an Arbitrator from the American Arbitration Association (AAA) in accordance with its rules.

The fees and expenses of the Arbitrator shall be borne by the losing party. The fees will be split in the event of a split award. The Arbitrator shall have jurisdiction only over disputes arising out of grievances as defined herein. The Arbitrator shall not have the

power to add to, subtract from, or modify any terms or conditions of this agreement. All decisions of arbitrators consistent with their jurisdiction, power and authority as set forth herein, and all pre-arbitration grievance settlements reached by the Employer and Union shall be final, conclusive and binding on the Employer, the Union and the employees. The Arbitrator shall be requested to render a written decision on the parties within thirty (30) days of the close of the hearing.

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

18.06 There is hereby established, a permanent panel of arbitrators. These individuals shall be: 1) James Mancini; 2) Robert Stein; 3) Harry Graham; 4) Dennis Byrne; 5) David Pincus; 6) Anna DuVal Smith; and 7) Dennis Minni.

ARTICLE 19
EMPLOYEE EVALUATION

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

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

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

ARTICLE 20
PERSONNEL RECORDS

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

ARTICLE 21
HOURS OF WORK/OVERTIME

21.01 The standard work period for a full-time employee shall consist of forty (40) hours in a seven (7) day period. All hours worked in excess of forty (40) hours in a seven (7)

calendar day, period shall entitle an employee to premium compensation at the rate of one and one-half (1½) times their regular hourly rate of pay. Employees shall be given two (2) consecutive days off during the seven (7) calendar day period.

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

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

21.02 **Generally,** public business hours for the Sheriff's Office shall normally be from **0800 hours to 1630 hours Monday through Friday excluding Saturday and Sunday and designated holidays.** Employees shall generally be scheduled to work during those hours, except as provided below:

Office and clerical workers may be scheduled to start work at set times within one (1) hour of the normal business hours as determined by the Employer for operational needs. The Employer will consider requests initiated by the employee to adjust such starting times. Such requests must be in writing and submitted at least seven (7) calendar days prior to the date of the requested change.

Based upon operational needs, the Employer reserves the right to set the hours, shifts, work days, and work week according to the Employer's needs on a quarterly basis, for continuous operations. Continuous operations shall be defined as those which cannot be confined within public business hours.

Employees working within a shared job classification who perform the same general work function at the same location and who are routinely required to work varying shifts will select shifts in accordance with Article 38 - Schedule Preferences.

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

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

21.05 When the Employer determines that it is necessary to work full time employees beyond their shift, overtime work shall be offered, and distributed as equitable as practical within each department to all qualified employees who have completed their probationary period and

working within the same job classification. A qualified probationary employee may be called in or assigned overtime work, if permanent qualified employees are unavailable for such work.

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

b. On January 1 of each succeeding year of this agreement, charged overtime hours shall revert to zero (0). Initial overtime assignments, at the beginning of the new year, will be offered by order of seniority to qualified employees within the classification. Once all employees in the classification have been offered overtime opportunities, using this procedure, the offering of overtime opportunities shall then revert to an offering of overtime on a low hour basis to the extent practical.

   On each occasion, the opportunity to work overtime shall be offered to the employee within the job classification who has the least number of overtime hours to his credit at that time. If, however, this employee does not accept the assignment or cannot be contacted, or fails to work it, the hours offered will be recorded and will be part of the total hours to the extent practical. The employee with the next fewest overtime hours to his credit shall then be offered the overtime assignment. If the Employer inadvertently fails to offer overtime to an employee as outlined above, such employee shall be offered the next available overtime opportunity.

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

c. It shall not be necessary for the Employer to follow the procedure set forth in this section in selecting employees to work overtime when the Employer does not have sufficient notice of at least three

(3) hours of the necessity for such overtime. In situations where the employee(s) need two (2) hours or less additional time to complete a job, management need not use the overtime list.

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

1. Sick leave

2. Vacation

3. Authorized or unauthorized leave (one (1) day or more, as well as any portion of a day).

e. The Employer agrees to post a record of overtime hours worked and/or refused on the departmental bulletin boards every twenty-eight (28) days. This listing of employees shall be by classification, shift, and department.

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

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

21.08 For purposes of daylight savings time adjustments, work hours shall be based on the County's time clock with no regard to "spring forward" or "falling back" one actual hour. Normal work days, including any work on a midnight or third shift, will be eight (8) hours regardless of actual hours worked.

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

Employees not scheduled to work because of scheduled vacation, sick leave or the continuation thereof, or other forms of paid leave, will be charged for the leave regardless of the declared building closure. If, however, the employee is at work on the day the building closure

is declared, but prior to that declaration the employee submits any leave for that day, the employee may withdraw that leave and will not be charged leave for that day.

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

1. **The exchange** must be voluntary by both employees and is limited to employees of the same classification; **The exchange** may not involve employees who are completing probationary or trial periods;

2. **The exchange** may not interfere with the operational needs of the Employer;

3. **The exchange** may not result in the payment of overtime;

4. **The exchange may occur on a holiday, however, the employee that does not work the holiday will forfeit holiday pay;**

5. The employees must notify **and receive approval from** the Employer regarding the desired exchange of work schedule at least three (3) days in advance of the exchange. Employees must use the Approved Change Form provided by the Employer.

6. **The employees will continue to be subject to all other terms of this Agreement including discipline for failure to report to work as scheduled through the exchange.**

ARTICLE 22
HOLIDAYS

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

1.	New Year's Day	First day in January
2.	Martin Luther King Day	Third Monday in January
3.	President's Day	Third Monday in February
4.	Memorial Day	Last Monday in May
5.	July 4th	Fourth day in July

6.	Labor Day	First Monday in September
7.	Columbus Day	Second Monday in October
8.	Veteran's Day	Eleventh day in November
9.	Thanksgiving	Fourth Thursday in November
10.	Day after Thanksgiving	Fourth Friday in November
11.	2 Personal Days	To be taken at a time mutually agreed upon between the employee and supervisor
12.	Christmas Day	Twenty-fifth day in December
13.	Employee's Birthday	To be taken at a time that is mutually agreed with by the supervisor within the calendar year or it will be added to their vacation accumulation.

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

22.02 To be entitled to holiday pay, an employee must be on the payroll (actually receive pay) during the week the holiday falls. An employee who does not work on a holiday shall receive eight (8) hours pay at his regular rate of pay, if the employee is on the payroll during the week the holiday falls.

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

22.03 When a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday. When a holiday falls on a Sunday, the following Monday shall be observed as a holiday. Employees in classifications that either work in a continuous operation, or a non-Monday through Friday schedule, shall observe the holiday on the dates specified in Section 1 above.

22.04 If a holiday falls during an employee's approved vacation period, he shall be paid

for the holiday and his vacation adjusted accordingly.

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

22.05 An employee shall be normally scheduled off on the day requested, for use of holiday compensatory time, upon five (5) days advance notice to the employee's supervisor. However, the granting of such time off requests are subject to the manpower needs of the Employer.

Holiday compensatory time to an employee's credit as of December 1st of each agreement year shall be paid at the rate of one (1) hour of pay for each compensatory time hour, prior to December 20th, of the calendar year. Once a holiday compensation day has been approved, no other article of time off request shall supercede (i.e., vacation request).

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

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

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

Christmas Day 25th Day in December

For eligible part-time, non-continuous operations personnel, when a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday. When a holiday falls on a Sunday, the following Monday shall be observed as a holiday. For eligible continuous operations personnel, holidays shall be observed on the dates specified in this section.

ARTICLE 23
VACATIONS

23.01 Full-time bargaining unit employees, who have completed one (1) year of service with the County or any political subdivision of the state, shall be eligible for and annually thereafter, eighty (80) hours of vacation leave with full pay. One (1) year of service shall be computed on the basis of twenty-six (26) bi-weekly pay periods. An employee who has attained five (5) or more years of service with the County or any political subdivision of the State shall be eligible for, and annually thereafter, one hundred twenty (120) hours of vacation leave with full pay. An employee who has attained ten (10) or more years of service with the County or any political subdivision of the State shall be eligible for, and annually thereafter, one hundred sixty (160) hours of vacation leave with full pay. An employee who has attained fifteen (15) years of service with the County or any political subdivision of the State shall be eligible for, and annually thereafter, two hundred (200) hours of vacation leave with full pay.

Such vacation leave shall accrue to the employee at the rate of three and one-tenth (3.1) hours each bi-weekly period for those entitled to eighty (80) hours per year; four and six-tenth (4.6) hours each bi-weekly period for those entitled to one hundred twenty (120) hours per year; six and two-tenths (6.2) each bi-weekly period for those entitled to one hundred sixty (160) hours per year; and seven and seven-tenths (7.7) hours each bi-weekly period for hose entitled to two hundred (200) hours per year. Employees shall forfeit their right to take or be paid for any vacation leave to their credit which is in excess of the accrual for three (3) years. Such excess leave shall be eliminated from the employee's leave balance.

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

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

23.03 The Employer shall distribute a vacation calendar in each division **beginning on December 15 for the upcoming calendar year. Employees should submit their vacation request during this schedule preference period. Each employee shall have two (2) calendar days to bid on their vacation. Requests shall be honored on the basis of employee seniority. Once requests for bids are submitted and approved for an employee, the employee may no longer change, cancel or otherwise adjust their bid requests until the closing of the bid period.**

Such request shall be honored on the basis of the employee's seniority, subject to the following limitations and exceptions:

a. Vacation requests submitted after February 1st shall be honored solely on the basis of order of application, and no seniority rights to preferred dates shall exist.

b. All vacations must be scheduled and approved in advance by the Employer.

c. An employee who has received approval of his vacation request, and is subsequently reassigned, shall not lose his right to that approved vacation period.

d. Approval/disapproval for vacation leave shall be in writing to the employee within seven (7) calendar days from the submission of a request for vacation, if such request is outside the seniority preference period.

e. Vacation shall not be involuntarily scheduled.

f. Once vacation requests have been approved, no compensatory time off approval shall supercede the vacation approval.

g. **Vacations are subject to cancellation by the Employer except for vacations in excess of $100 that are pre-paid prior to the notice of cancellation by the Employer. Employees are required to furnish sufficient documentation from airlines, hotels or other vacation related vendors.**

h. **The employees request, once approved by the Employer, cannot be cancelled by the employee. However, employees may not take any vacation time if there is no vacation leave available for usage. Vacation may only be cancelled by mutual agreement between the employee and the Division Commander. Vacation leave may only be requested pursuant to allowable amounts as referenced under 23.01 of this Article and pursuant to current vacation balance.**

23.04 Vacation will be granted in increments of one-half (1/2) hour when requested by the employee. If an employee, while on vacation, contracts an illness or injury or experiences a death in the family which would warrant paid sick leave had the employee been at work, such employee shall upon the showing or proper evidence and with the approval of the department head be allowed to charge such absence to sick leave rather than vacation time off.

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

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

ARTICLE 24
CALL BACK PAY

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

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

ARTICLE 25
REPORT IN PAY

25.01 A full-time employee who reports to work on a scheduled work day shall be provided eight (8) hours work in the employee's classification. If such work is not available, the employee shall be provided work, if available, in a different classification.

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

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

ARTICLE 26
SICK LEAVE

26.01 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; and/or 3) serious illness, injury or death in the employee's immediate family.

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

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

26.03 An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore prior to the start of his work shift each day he is to be absent.

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

26.05 Before an absence may be charged against accumulated sick leave, the Employer may require proof of illness, injury or death, or may require the employee to be examined by a physician designated by the Employer or designee and paid by the Employer. In any event, an employee absent for three (3) or more days must supply a physician's report to be eligible for paid sick leave.

26.06 If an employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the Employer, at his discretion, finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may, at the Employer's discretion, be considered an unauthorized leave and shall be without pay.

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

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

26.08 The Employer may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees.

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

26.10 The previously accumulated sick leave of an employee who has been separated from the public service shall be placed to his credit upon his re-employment in the public

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

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

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

26.12 The Employer agrees to permit a full time employee to take two (2) personal **sick days** per calendar year, with such time being deducted from the employee's sick leave balance. **Sick time must be available for usage in order to use this leave.** Such day**(s) must be pre-approved by the Employer.**

ARTICLE 27
LEAVES OF ABSENCE

27.01 **Court Leave:** The Employer shall grant full pay where an employee is summoned and appears for any jury duty or subpoenaed and appears as a witness (outside the scope of his employment) by any court or other adjudicatory body as listed in this article. All compensation for such duty shall be reimbursed to the Employer for disbursement to the County Treasurer, unless such duty is performed totally outside of normal working hours. An employee released from jury or witness duty, at least two (2) hours prior to the end of his scheduled work day, shall report to work for the remaining hours.

Employees will honor any subpoena issued to them, including those from Workers' Compensation and the State Personnel Board of Review. Employees will not receive pay when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters (such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc.) These absences will be leave without pay or vacation at the discretion of the employee.

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

27.02 **Military Leave.** All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties and to the difference between their regular rate of pay for such time as they are in the military service, or field training, or active duty for periods not to exceed a total of one hundred seventy-six (176) hours in one (1) calendar year. Leave in excess of one hundred seventy-six (176) hours in one (1) calendar year shall be leave without pay, or vacation at the option of the

employee. Employees are required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one (1) continuous period of time. Employees who are members of those components listed above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor of the State of Ohio, to assist civil authorities. Such leave will be without pay if it exceeds authorized military leave for the year. The leave will cover the official period of the emergency.

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

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

If the employee has been granted a disability retirement, the requirements for reinstatement shall be in accordance with the rules of the Public Employees Retirement System.

If a medical examination is requested by the Employer, the Employer shall bear the cost of the examination.

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

a. Leave without pay may be granted for a maximum period of one (1) year for the purpose of education or training which would be of benefit to the employee and the County. Consideration will also be given to voluntary service in a governmentally sponsored program of public betterment. Renewal or extension beyond the one (1) year period may be permitted. Employees who notify the Employer of their intent to return to work shall be considered for the next available opening for which they are qualified.

b. An employee who wishes to take educational classes which would benefit the employee and the Employer may temporarily trade work schedules with another employee to attend such educational classes in accordance with the following:

1. Such trades must be voluntary and limited to employees in the same classification and status (i.e., full-time or part-

time).

2. Such trades may not involve employees who are completing probationary or trial periods.

3. Such trades may not interfere with the operational needs of the Employer.

4. Such trades will be limited to the period of time that the employee is enrolled in the classes.

5. Such trades may not result in the payment of overtime.

6. The employees must notify the Employer of their desire to temporarily trade work schedules at least fourteen (14) clays in advance of the date that the classes are scheduled to begin (see Appendix D for Educational Schedule Change Form).

27.05 **Workers' Compensation Injury Leave.** In cases of compensatory industrial illness or injury, as determined by the Bureau of Workers' Compensation, a leave of absence shall be granted provided such leave is supported by medical documentation which states that the employee is not medically fit to return to full duty. Such leave shall continue for the duration of the illness or injury - providing such does not exceed two (2) years. No paid leave credits shall accumulate during this or any unpaid leave.

The Employer agrees to continue to provide hospitalization insurance benefits **(the employee must pay his/her portion of the insurance premiums)**, and benefits provided under the Ohio AFSCME Plans, at the agreed upon amount and levels, for up to six (6) months for any employee who experiences a compensatory industrial illness or injury as outlined above.

27.06 **Union Leave.** Duly selected Union delegates or alternates to the annual convention of Ohio Council 8, and the biennial convention of AFSCME, AFL-CIO, shall be granted time off without pay for the purpose of participating in such convention. The Union shall give to the Employer at least two (2) weeks advanced, written notice of the employees who will be attending such conventions as herein provided, and shall be limited to no more than a total of two (2) from Communication technician and Office and Clerical Union (one (1) from each unit), except when unusual circumstances exist and approval has been obtained from the Sheriff or his designee. The employees so affected shall notify their immediate supervisors immediately upon their notification.

Union employees with one (1) year of seniority elected to Union positions or selected to work for the Union, which takes from their employment with the Employer, shall at the written

request of the Union and upon the approval of the Employer, receive leave of absence without pay for a period of up to one (1) year. Additional extensions of the leave of absence without pay for employment with the Union will be granted upon application to and approval of the Employer, prior to the expiration of the initial leave of absence for employment with the Union.

27.07 **Application for Leave of Absence,** All leaves of absence and any extension thereof must be applied for in writing by the employee on a form to be provided by the Employer. Any request for leave of absence shall be answered in writing **as soon as practicable** and the reason for any denial shall be given. An approved/**denied** copy of any leave of absence under this article will be furnished to the employee.

27.08 **Family and Medical Leave - Entitlement.**

All employees are subject to the County's Family and Medical Leave Policy.

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

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

27.10 **Funeral Leave.**

a. An employee may utilize up to three (3) consecutive scheduled work days, with pay, for the purpose of attending the funeral of the employee's spouse, parents, children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, or a legal guardian or other person who stands in the place of a parent (in loco parentis).

When the funeral is more than one hundred (100) miles from Summit County, the employee may utilize an additional two (2) consecutively scheduled work days, with pay, for the purpose of traveling to and from the funeral location.

b. Upon making application for benefits under this article, the

employee may be required to furnish proof of death, proof of relationship to the deceased, and proof of attendance at the funeral.

ARTICLE 28
MEDICALLY RESTRICTED EMPLOYEE

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

ARTICLE 29
TRAINING PROGRAM

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

ARTICLE 30
POLITICAL ACTIVITY

30.01

a. Recognizing the right of all citizens to engage in the electoral process and/or political activity, the Employer agrees that it shall not be considered a violation of this agreement nor cause for discipline or termination because of involvement of bargaining unit covered employees in the electoral process and/or political activity during non-working hours.

b. Bargaining unit employees shall not run for any Summit County political office.

c. No bargaining unit employee shall be required to participate in any political activity.

d. This will serve to confirm the parties' understanding relative to the federal statute prohibiting the activities provided for/allowed under Paragraph A of Article 30 of the collective bargaining agreement. In such cases, it is understood and agreed that the Employer will advise the employee and the Union of the existence of any positions with such prohibitions.

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

e. This will serve to confirm the parties' understanding that the Employer agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. deduction as provided for in a written authorization. Such authorization must be executed by employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer also agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name and of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 31
SAFETY AND HEALTH

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

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

ARTICLE 32
BULLETIN BOARDS

32.01 The Employer shall provide, for the Union, bulletin boards for posting of the following notices.

a. Recreational and social affairs of the Union.

b. Union meetings.

c. Union elections.

d. Reports of Union Committees.

e. Rulings of policies of the International Union of Ohio Council 8 or Local 1229 AFSCME.

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

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

ARTICLE 33
HEALTH AND LIFE INSURANCE BENEFITS

33.01 The Employer shall provide all full-time employees covered by this agreement who qualify for benefits and are on active pay status, hospitalization, surgical, medical and prescription drug benefits. Employees will be provided reasonable advance notice of changes in health plans.

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

33.03 The Employer agrees to contribute to the Ohio AFSCME Care Plan, for the purpose of providing various benefits to eligible bargaining unit employees in accordance with the rules and regulations of the fund and all applicable federal and state laws. Following the effective date of this agreement, contributions shall be made on the first (1st) day of the month at the rate of forty dollars and seventy-five cents ($40.75) per month for each bargaining unit employee. This monthly rate provides the Dental II, Vision, Life Insurance and Hearing Care Coverage benefits as provided under the Ohio AFSCME Care Plan.

ARTICLE 34
OHIO AFSCME LEGAL SERVICES

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

ARTICLE 35
SUB-CONTRACTING

35.01 The Employer agrees work normally performed by employees in the bargaining

unit covered classifications shall not be contracted or subcontracted unless there are insufficient employees to perform the necessary work, or bargaining unit covered employees do not have the skill, ability, technical knowledge, or necessary tools and equipment to perform such work. However, in such event, such contracting shall not jeopardize the employment of current employees, shorten their work week, or cause reduction of the employee's rate of pay.

ARTICLE 36
NO STRIKE/NO LOCKOUT

36.01 It is understood and agreed that the services performed by employees included in this agreement are essential to the public's health, safety and welfare. Therefore, the Union agrees that it will not authorize, instigate, aid, condone, or engage in any strike, work stoppage, or other action at any time during the term of this agreement which will interrupt or interfere with the operation of the Employer. No employee shall cause or take part in any strike, work stoppage, slowdown, or other action which will interrupt or interfere with the operation of the Employer. In the event of a violation of this section, the Union agrees to take affirmative steps with the employees concerned, such as letters, bulletins, telegrams, or employee meetings, to bring about an immediate resumption of normal work.

36.02 Should there be a violation of this article, there shall be no discussion or negotiations regarding the difference or dispute during the existence of such violation, or before normal work has been resumed.

36.03 The Employer agrees that he will not lockout employees, nor will he do anything to provoke interruptions or prevent such continuity of performance by said employees, insofar as such performance is required in the normal and usual operation of services of the Employer.

ARTICLE 37
CLOTHING ALLOWANCE

37.01 **All employees that are provided uniforms are required to wear uniforms during their work shift. Upon a showing of damage or reasonable wear and tear to the Employer, an item will be replaced.**

ARTICLE 38
WAGES

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

Newly hired employees shall start at the starting rate of the appropriate classification's pay grade.

a. April 1, 2014 - present salary shall increase **one and one-half (1.5%)** percent.

b. April 1, 2015 - an increase of **two (2%)** of the present salaries.

c. April 1, 2016- an increase of **two and one-quarter (2.25%)**

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

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

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

38.03 The pay grades and starting rates for the classifications included in this agreement shall be as follows:

Classification	**Pay Grade**	April 1, 2014 Start Rate	April 1, 2015 Start Rate	April 1, 2016 Start Rate
Account Clerk I	7	27788.80	28329.60	28974.40
Account Clerk II	8	28600.00	29182.40	29848.00
Civil Clerk I	4	23982.40	24460.80	25001.60
Civil Clerk II	9	30617.60	31220.80	31928.00
Clerk I	3	22838.40	23296.00	23816.00
Clerk Typist I	4	23982.40	24481.60	25022.40
Clerk Typist II	6	26457.60	26977.60	27580.80
Data Entry Operator I	1	20737.60	21153.60	21632.00
Data Entry Operator II	5	25188.80	25688.00	26270.40
Fiscal Officer I	9	30617.60	31220.80	31928.00
Inmate Services Worker I	7	27788.80	28350.40	28995.20
Inmate Services Worker II	11	33758.40	34424.00	35193.60
Jail Registrar I	9	30617.60	31220.80	31928.00

Jail Registrar II	11	33758.40	34424.00	35193.60
Laundry Worker I	7	27788.80	28350.40	28995.20
Receptionist I	4	23982.40	24481.60	25022.40
Receptionist II	6	26457.60	26977.60	27580.80
Records Specialist	6	26457.60	26977.60	27580.80
Secretary I	6	26457.60	26977.60	27580.80
Secretary II	9	30617.60	31220.80	31928.00
Secretary III	13	37211.20	37960.00	38812.80

38.04 **Promotions:** An employee who is promoted to a higher pay grade shall receive the start rate for the position or a five percent (5%) increase in wages if the grade elevation is one(1) or two (2) grades, whichever is greater. If the grade elevation is three (3) grades or more, the employee shall receive the start rate of that position or a seven percent (7%) increase in wages, whichever is greater.

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

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

a. Assignments due to emergencies shall not exceed sixty (60) calendar days unless an extension is mutually agreed to between the Union and the Employer. Other assignments will be for the period of time needed to fill in for the absent bargaining unit employee.

b. An employee assigned to a lower paying classification shall receive his regular rate of pay for the duration of the temporary assignment. If a sufficient number of employees do not voluntarily

accept the temporary assignment, the qualified employee with the least seniority will have to accept the assignment.

c. An employee assigned to a higher paying classification shall be paid an additional five (5%) percent for the duration of the assignment. The selection shall commence with the qualified employee with the highest seniority. Such employee may decline the assignment. However, if a sufficient number of employees do not voluntarily accept the temporary assignment, the qualified employee with the least seniority will have to accept the assignment.

d. Temporary assignments shall not be used to avoid the Employer's obligation to employees under this agreement. A position that is filled by temporary assignment due to emergency for a sixty (60) calendar day period shall then be filled as pursuant to Section 16.01.

ARTICLE 39
SCHEDULE PREFERENCE

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

a. During the application period, each Department and/or Bureau Supervisor shall post, for reference by employees, the available schedules, indicating the shift and days off for each schedule option.

b. The Department/Bureau Supervisor shall provide each employee with a schedule preference form to designate their preferences.

c. The employee shall list his first, second, and third preference for the schedule desired on the schedule preference form and shall submit the completed form to the Department/Bureau Supervisor. The schedule preference form shall be time stamped at the time received by the Department/Bureau Supervisor.

d. Schedule preferences shall be awarded on the basis of seniority.

e. Employees failing for any reason to timely submit a schedule preference form will be assigned to a schedule designated by the Employer.

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

ARTICLE 40
EMERGENCY PAY

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

ARTICLE 41
SAVINGS CLAUSE

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

41.02 In the event that appeals to any such decision are filed, such specific article, section or portion thereof, affected by the decision shall continue in effect until the appeals process is completed.

ARTICLE 42
SUBSTANCE ABUSE PREVENTION POLICY AND PROCEDURES

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

ARTICLE 43
PRINTING OF CONTRACT

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

ARTICLE 44
DURATION

44.01 This Collective Bargaining Agreement shall remain in full force and effect from **April 1, 2014 through March 31, 2017**, inclusive, and shall automatically renew itself from year to year thereafter, except that either party may serve notice of desire to modify or amend at

the end of subsequent years by written notice not more than ninety (90) calendar days prior to the expiration date.

44.02 Negotiations upon such proposed amendments or changes in the terms of the agreement covered in the notices of desire to amend shall begin no later than sixty (60) calendar days prior to the initial or any subsequent expiration date and shall continue until agreement is reached, and during said negotiations, this agreement shall remain full force and effect, except that during such negotiations, subsequent to the initial or any subsequent expiration date, either party, on ten (10) calendar days notice to the other, terminate said agreement.

SIGNATURE PAGE

In witness, whereof the parties have hereunto signed by their authorized representatives this 2 day of March, **2015.**

For the County of Summit Sheriff

Sheriff Steve Barry, Summit County Sheriff

Donna George, Personnel

Capt. Shane Barker

Lt. Kandy Fatheree

For AFSCME,Ohio Council 8, Local 1229

Mike McGee, President Local 1229

Mike DeLuke, AFSCME/Council 8

Patricia Taylor, Chapter Chairperson

For the County of Summit, Ohio

Russell M. Pry, County Executive

Yamini K. Adkins, Deputy Director Labor Relations

APPENDIX A
CLASSIFICATION SERIES

Fiscal Officer I
Account Clerk II
Account Clerk 1

Civil Clerk II
Civil Clerk I

Clerk Typist II
Clerk Typist I

Records Specialist
Clerk I

Data Entry Operator II
Data Entry Operator I

Inmate Services Worker II
Inmate Services Worker I

Jail Registrar II
Jail Registrar I

Laundry Worker I

Receptionist II
Receptionist I

Secretary III
Secretary II
Secretary I

SORN Administrator

APPENDIX B
ACKNOWLEDGMENT OF STEP 1 GRIEVANCE

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

_____

_____

_____

_____

_____

_____
Signature of Employee

_____
Signature of Supervisor

APPENDIX C
LETTER OF UNDERSTANDING
REGARDING GRIEVANCE PROCEDURES

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

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

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

For the Employer	For AFSCME 1229
_____	_____
Director of Administration	Staff Representative
Date signed:_____	Date signed:_____

ATTACHMENT A
EMPLOYEE WAIVER UNION REPRESENTATION

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

_____ _____

Signature of Employee Date

APPENDIX D
EDUCATIONAL SCHEDULE CHANGE

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

_____

_____

_____

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

Signed by:

_____	_____
(Name)	(Date)
_____	_____
(Name)	(Date)

APPENDIX E
UNION TIME AUTHORIZATION FORM

SUMMIT COUNTY SHERIFF'S OFFICE
UNION LEAVE TIME FORM

NAME OF UNION OFFICIAL:_____ BUREAU: _____

DATE UNION BUSINESS OCCURRED: _____

TIME UNION OFFICIAL LEFT WORK AREA: _____

PLACE OF UNION BUSINESS: _____

SIGNATURE OF UNION OFFICIAL'S SUPERVISOR: _____

PURPOSE OF UNION BUSINESS:

☐ DISCIPLINE/REPRESENTATIVE MEETING

☐ INVESTIGATIVE/PROCESS GREIVANCE

☐ LABOR MANAGEMENT MEETING

☐ CONFERENCE
DATES OF CONFERENCE:
FROM: TO:

☐ NEW EMPLOYEE ORIENTATION

☐ OTHER

TIME UNION OFFICAL RETURNED TO WORK AREA:

SIGNATURE OF UNION

OFFICIAL'S SUPERVISOR:_____

SIGNATURE OF UNION

OFFICAL:

COMPLETED FORM IS TO BE SUBMITTED WITH TIME SLIP