



COLLECTIVE BARGAINING AGREEMENT

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COUNTY OF CUYAHOGA

And,

COMMUNICATIONS WORKERS OF AMERICA

Local 4340

**(CLERK'S BARGAINING UNIT AT SHERIFF'S
DEPARTMENT)**

01/01/15 – 12/31/17

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Article 1: AGREEMENT

SECTION 1. The County of Cuyahoga, hereinafter referred to as the "Employer" or "the County" and the Communications Workers of America, Local 4340, hereinafter referred to as the "Union" representing "Employees" in the bargaining unit, agree to be bound by the following terms and conditions as they are defined in this collective bargaining agreement, hereinafter referred to as the "Agreement."

SECTION 2. This Agreement is subject to all laws of the State of Ohio and the United States of America. It is also subject to rules and regulations of other appropriate agencies. Should any portion of this Agreement be made invalid by law, such invalidation of the portion in question shall not invalidate the remainder of the Agreement. Any portion so invalidated shall be renegotiated at a mutually agreeable time.

Article 2: RECOGNITION

SECTION 1. The County does hereby recognize and accept the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and all other terms and conditions of employment for all Employees, but excluding Correction Officers, Deputy Sheriffs, and supervisors as defined by law governing such matters.

The Bargaining Unit includes the following classifications at the Sheriff's Department:

- Civil Clerk
- Clerk Typist
- Commissary Clerk
- Communication Clerk
- Data Systems Programmer
- Data Systems Technician
- Secretary
- Transportation Clerk

SECTION 2. If the County establishes a classification at the Sheriff's Department which is clerical or comparable to the Communications Clerk in nature that did not exist on the effective date of this Agreement, the Employer will meet with the Union to discuss whether such position warrants inclusion under Ohio Revised Code Chapter 4117. If the parties cannot agree, the decision of SERB will be final for the duration of the Agreement.

Article 3: STATEMENT OF PURPOSE

The purpose of this Collective Bargaining Agreement is to set forth terms and conditions of employment and to promote orderly and harmonious labor relations in the mutual interests of Cuyahoga County and the CWA. The parties, therefore, recognize that the interests of the community and the job security of the Employees depend upon the establishment and rendition of proper services to the citizens of Cuyahoga County.

To these ends, Cuyahoga County and CWA intend to not only implement the letter and spirit of this Collective Bargaining Agreement, but also to encourage friendly and cooperative relations to the fullest degree between the respective representatives of the parties at all levels.

Article 4: PLEDGE AGAINST DISCRIMINATION

The provisions of this Agreement shall be applied equally to all Employees in the bargaining unit without discrimination on the basis of race, color, religion, sex, national origin, sexual orientation, disability, age, ancestry, marital status or political opinions or affiliations. Both parties equally share the responsibility for applying this provision of the Agreement.

Article 5: POLICIES AND PROCEDURES

SECTION 1. Pursuant to the "Management Rights" article of this Agreement, the parties recognize the authority of the Employer to promulgate reasonable rules and regulations for its operation. It is also recognized that in the interests of labor/management relationships, such rules, regulations, policies, procedures and directives must be communicated to the Employees in an effective fashion.

SECTION 2. Any new rules, regulations, policies, procedures or directives shall be given to the local unit director for posting on Union bulletin boards in a timely manner.

SECTION 3. It is not the purpose of this Article to cause the Employer to reduce to writing generally understood policy practices which are in common use. Disputes concerning this interpretation are to be referred to the Grievance Procedure.

Article 6: MANAGEMENT RIGHTS

SECTION 1. Unless the Employer agrees otherwise in this Agreement, nothing impairs the right and responsibility of the Employer:

- 1) to determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and

programs of the public employer, its standards of services, its overall budget, its utilization of technology and organizational structure;

- 2) To direct, supervise, evaluate and hire Employees;
- 3) To maintain and improve the efficiency and effectiveness of operations;
- 4) To determine the overall methods, process, means and personnel by which operations are to be conducted;
- 5) to suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, train, and administer tests based on the training, and schedule, promote and retain Employees;
- 6) To determine the adequacy and size of the work force;
- 7) To determine the overall mission of the Employer as a unit of government;
- 8) To effectively manage the work force;
- 9) To take actions to carry out the mission of the public Employer as a governmental unit;
- 10) To require a medical, toxicological, or psychological examination to determine performance capability and suitability for continued employment, at the Employer's expense, from a physician designated by the Employer.

Further, this Article does not limit the rights of the Employer under Ohio Revised Code Section 4117.08.

Article 7: DUES AND UNION SECURITY

SECTION 1. All Employees shall either become a member of the Union or be required to pay a Fair Share Fee to the Union. Employees may resign from the Union during a thirty (30) day period on each yearly anniversary date of union membership of that Employee. Notice of resignation must be in writing and presented to the Chief Steward and the Employer during this thirty (30) day period. The payment of dues and assessments uniformly required of the entire membership shall be the only required condition of employment.

SECTION 2. An Employee who becomes a member of this unit shall either become a member of the Union or be required to pay a Fair Share Fee to the Union on or after a mutually-agreed probationary period or sixty (60) days following the beginning of employment, whichever is less. Employees who become members of the Union or pay a Fair Share Fee shall not pay more than

the dues paid by members of the Union, in accordance with the terms of Ohio Revised Code Section 4117.09(C).

SECTION 3. The Union agrees to accept all present Employees in the bargaining unit into membership, provided they make proper and timely application and tender to the Union periodic dues and any Union assessments.

SECTION 4. In the case of Employees rehired or returning to work after a layoff or leave of absence, or transferred back into the bargaining unit, who previously properly executed authorization for check-off of dues forms, deductions will be made for membership dues and any Union assessments.

SECTION 5. Where the Employee or the Union has delivered to the Employer proper legal, voluntary authorization for such deductions, the Employer will deduct from the pay of each Employee during the life of this Agreement, all Union assessments and periodic dues. All deductions shall be made from the first pay earned each month. A check for such monies shall be forwarded to the financial secretary/treasurer of the local Union of the designated unit by the 20th day of each month. Any member shall have authorized deductions made from the first pay of the next calendar month in which the member is compensated for forty (40) or more hours during the previous month. The parties shall cooperate with each other to provide financial information concerning check-off monies and Employees involved.

SECTION 6. The Union shall assume full and complete responsibility for the disposition of all funds received and shall save the Employer harmless therefrom. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article.

SECTION 7. The deduction of a Fair Share Fee by the Employer from the payroll check of the Employee and its payment to the Union is automatic and does not require the written authorization of the Employee.

Article 8: REPRESENTATION

SECTION 1. Both parties recognize that any person may represent himself in labor relations disputes with the Employer. However, no person may be accompanied or represented in such disputes by any person not recognized as a union representative. In disputes in which a person represents himself past the first step of the grievance procedure, the Union shall be included.

SECTION 2. The Employer shall not be required to admit more than three non-Employee representatives to the Employer's facilities during working hours. Upon entering, non-Employee representatives shall identify themselves to the Employer or his designated representative.

SECTION 3. The Employer recognizes the right of the Union to select stewards (one per division). The Union will provide the Employer with a written list of officers and authorized union representatives.

SECTION 4. All union representatives may investigate and process grievances during scheduled working hours without loss of time or pay. Proper notification shall be furnished to their supervisors so that arrangements can be made for their release.

Article 9: UNION LEAVE

SECTION 1. During each year of this Agreement, the Union stewards will be entitled to a total of ten (10) unpaid leave of absence days for required attendance at Union-related meetings.

SECTION 2. The Union will notify the Employer in writing at least two (2) weeks prior to the use of Union leave. The Union agrees that by the use of this Union Leave provision, no overtime situations will be created, and the days shall be scheduled so as not to interfere with normal operations.

Article 10: UNION BULLETIN BOARDS

SECTION 1. The Employer shall provide space for a bulletin board in a proper location within the Department solely for use by the Union to post notices.

SECTION 2. It is agreed that the following notices shall not require prior Employer approval:

- a) Posting of rules and regulations of the Union;
- b) Notices of Union meetings and election results;
- c) Notices of recreational and entertainment activities;
- d) Educational material.

The Union shall provide the Employer's designee with copies of any and all notices or documents which they desire to be placed on the bulletin board. The Union shall furnish a copy of bulletin board notices to the Employer's designee upon request. Any material deemed offensive and/or objectionable shall immediately be removed.

Article 11: NO STRIKE/NO LOCKOUT

SECTION 1. The Union shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any Employee instigate or participate, directly or indirectly, in any strike, walkout, work stoppage or slowdown, at any operation or operations of the Employer for the duration of this Agreement.

SECTION 2. The Union shall cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violations of Section 1. In the event any violation of Section 1 occurs, the Union shall immediately notify all Employees that the strike, walkout, work stoppage, or slowdown at any operation or operations of the Employer is prohibited and is not in any way sanctioned or approved by the Union. Furthermore, the Union shall also immediately advise all Employees to return to work at once.

SECTION 3. The Employer shall not lock out any Employees for the duration of this Agreement.

Article 12: WAGES

SECTION 1.

- a) Effective the first date of the first full pay period in January 2015, all employees in the bargaining unit shall receive a two percent (2%) wage increase.
- b) The wage schedule for all positions listed in this subsection below shall be as follows:

	Less than 1 Year	1-2 Years	3 Years	4 or More
Level 1:	\$12.82	\$13.51	\$14.22	\$14.91
Level 2:	\$13.25	\$13.98	\$14.71	\$15.42
Level 3:	\$13.76	\$14.51	\$15.27	\$16.01

Positions in pay level 1: All Civil Division clerks (except for the clerks listed in pay levels 2 and 3); imaging/scanning clerks and mailroom clerks.

Positions in pay level 2: Records checks clerks; data systems clerks; deeds clerks, fiscal services; clerks assigned to the Office of the Warden or Administration; evictions/executions clerks.

Positions in pay level 3: Release clerks; Lien/Foreclosure cashiers; Leads clerks; Warrants clerks; commissary clerks; communication clerks, transportation clerks; Lead Clerk (designated cross-trained lead clerk in civil writs).

SECTION 2.

This provision is intended for Clerk Typists and Commissary Clerks who are outside of the negotiated wage schedule: If an employee's rate at the time that this Agreement is entered is such that slotting them into the negotiated wage schedule would not guarantee them at least the same percentage increases that the other bargaining unit employees are receiving, the affected employees shall instead receive the same percentage increases to base rates (e.g., 2% for 2015) without slotting them into the wage schedule.

SECTION 3.

Effective the first date of the first full pay period in January, 2016, the wage rates listed in Section 1(b) above shall be increased by 2%. Wages for 2017 shall be subject to wage re-opener negotiations.

Article 13: OVERTIME-PREMIUM PAY

SECTION 1. An Employee who works in excess of forty (40) hours during their workweek shall be paid at the rate of time-and one-half (1-1/2) for all hours worked over forty (40). For the purpose of this Section, paid vacation shall count as hours worked.

SECTION 2. Call-in Pay: An Employee called in to work at a time not preceding a regularly-scheduled shift shall be paid at a time-and one-half (1-1/2) rate.

SECTION 3. The Employer shall be the sole judge of the necessity for overtime. The Employer shall attempt to make an equitable distribution of overtime among qualified Employees within a departmental classification. Employees who are offered overtime and refuse or fail to work the overtime for any reason shall be credited as having worked the overtime for the purpose of aiding overtime distribution.

Article 14: MILEAGE REIMBURSEMENT

Employees who are required to use their personal vehicles in the scope of County employment shall be reimbursed for mileage at the IRS rate.

Article 15: GROUP INSURANCE/HOSPITALIZATION

SECTION 1. An eligible Employee is defined as a full time Employee covered by this Agreement. The Flex Count Plan (the plan) is defined as the section 125 or cafeteria plan, which is provided by the Employer for health insurance, benefits for County employees. The Employer shall provide eligible Employees the

opportunity to enroll in the plan once during each plan year at its annual open enrollment period. The plan year commences on January 1, and ends on December 31 of the calendar year, but is subject to change.

SECTION 2. Bi-weekly Employee contributions for medical and prescription drug benefits shall be determined as follows:

a) **METROHEALTH PLAN**

The County shall offer a plan through MetroHealth with no b-biweekly contribution to employees.

b) **OTHER BENEFIT PLANS**

The biweekly health insurance contribution rates shall be as follows:

Employer 90% of plan costs; Employee 10% of plan costs.

SECTION 3. The costs of the medical and prescription drug plans will be determined through an actuarially certified process that is verified through an outside party and that includes reserves necessary to sustain the plans. In successive plan years, the Employer may add to or delete plans/providers offered and/or Employees may be offered additional plans with reduced or increased benefit levels.

SECTION 4. The Employer shall contribute 90% of the costs for the ancillary benefit plans (i.e. vision and dental) and the Employee shall contribute 10% of the cost for ancillary benefit plans.

SECTION 5. The Employer shall be entitled to increase the cost containment features of the Flex Count plans which may include, but are not limited to, deductibles, co-insurance, and spousal exclusion provisions.

SECTION 6. The Employer may implement or discontinue incentives for employees to participate in Employer-sponsored wellness programs, including, but not limited to, the right to offer the opportunity to reduce employee contributions through participation in wellness programs as determined by the Employer.

SECTION 7. The Employer may offer incentives to encourage use of low cost providers/plans (including HSA plans) which may be discontinued or modified by the Employer in future plans years with notification to the Union.

SECTION 8. A waiting period of no more than one hundred twenty (120) calendar days may be required before new Employees are eligible to receive health and/or other insurance benefits. During the waiting period, the Employer

may require Employees who desire coverage to purchase it through a third-party vendor instead of participating in the County plans that are offered to regular full-time Employees. New Employees shall be eligible to participate in the County plans on the first date of the first month following completion of the waiting period.

Article 16: HOLIDAYS AND HOLIDAY PAY

SECTION 1. All Employees shall be entitled to the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
	Christmas Day

If a holiday falls on a Saturday, it shall be observed on the previous Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday.

SECTION 2. An Employee required to work on one of the recognized holidays shall be entitled to receive compensation at the rate of one and one-half (1-1/2) times the Employee's regular rate of pay, in addition to receiving regular holiday pay, which is eight (8) hours of straight time at the Employee's regular hourly rate.

SECTION 3. To be eligible for holiday pay, an Employee must work his/her last scheduled workday before the holiday and his/her first scheduled workday after the holiday, unless medical documentation to substantiate the absence is submitted and approved by the Employer. Employees scheduled to work the holiday must work it in order to be eligible for holiday pay. For purposes of this article, a vacation or personal day is not a "scheduled workday".

Article 17: LONGEVITY

SECTION 1. Employees shall receive a longevity payment for their years of service with the Sheriff's Department as follows:

- 1) After five (5) years of continuous service, a longevity payment of one hundred twenty-five dollars (\$125.00) will be given to each Employee.
- 2) Commencing with the sixth (6th) year, and continuing each year thereafter, an additional sixty-five dollars (\$65.00) will be given until a maximum of one thousand one hundred twenty-five dollars (\$ 1,500.00) is reached.

Article 18: HOURS OF WORK

SECTION 1. For the purpose of this Agreement, the standard calendar week shall begin at 12:00 a.m. Sunday and shall consist of one-hundred sixty-eight (168) consecutive hours, ending 11:59 p.m. the following Saturday.

SECTION 2. For Employees in classifications other than Communications Clerk, the standard workweek will consist of forty (40) hours, inclusive of a one (1) hour paid lunch each work day.

SECTION 3. Each Employee shall be advised of a change in his/her scheduled time for any week by 5:00 p.m. on Friday of the preceding week, with such notice to be given by proper posting.

SECTION 4. There shall be two (2) paid fifteen (15) minute breaks; one in the middle of the first half of the shift and one in the middle of the second half of the shift.

SECTION 5. The Communication Clerks' schedule for the coming tour will be posted seven (7) days prior to the schedule taking effect.

Article 19: SENIORITY

SECTION 1. Seniority shall be defined as an Employee's length of continuous service with the Sheriff's Department and shall be calculated from the Employee's initial date of hire. "Date of hire" is defined as the first calendar day the Employee punched-in; signed-in, and/or started to work on active pay status. In the event that more than one Employee has the same date of hire, seniority will be determined by alphabetical listing of their last name, with "A" being the highest and "Z" being the lowest in seniority on the initial date of hire and shall not change throughout the duration of employment.

SECTION 2. An approved leave of absence does not constitute a break in continuous service, provided the Employee follows proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

SECTION 3. An Employee shall lose seniority and continuous service if:

- a) the Employee resigns or retires;
- b) the Employee is discharged for just cause;
- c) the Employee is absent from work for three (3) or more consecutive workdays without valid excuse; or

- d) The employee fails to return to work within seven (7) calendar days of the date of receipt of certified mailing of a recall notice.
- e) The employee fails to apply for reinstatement within 30 calendar days of discontinuation of PERS disability retirement benefits and no appeals are pending.

Article 19A: TRANSFERS AND SHIFTS

SECTION 1. TRANSFERS: Whenever an opening exists within the Clerk-Typist classification, a notice of such opening shall be posted on the bulletin board for a period of five (5) "working" days (excluding Saturdays, Sundays and holidays) prior to the external posting. Interested Clerk-Typist applicants may apply for a transfer by submitting a written letter of interest to the Human Resources Director no later than the conclusion of the "posting period". Transfers requested by Clerk-Typists shall be based on full consideration of seniority; ability; attendance and disciplinary history; and job performance in the Employee's current position. At no time shall a transfer result in a change in the Employee's base hourly rate. The Employer retains the right of final decision regarding transfers.

SECTION 2. SHIFTS: Wherever applicable within the bargaining unit, the Employer will use seniority for choice of shifts.

Article 19B: PROBATIONARY PERIOD

Employees entering this unit are probationary Employees for a period of one hundred eighty (180) days. There shall be no extension of the 180-day probationary period other than for leave of absence of that Employee during those 180 days. The Union may represent a probationary Employee, but neither the Union nor the probationary Employee may grieve any discipline or demotion imposed during the probationary period.

Article 20: PROMOTIONS

SECTION 1. When the Employer determines a permanent vacancy within the bargaining unit is to be filled, a notice of such vacancy shall be posted on the bulletin board for a period of five (5) "working" days (excluding Saturdays, Sundays and holidays). Interested bargaining unit applicants may apply for the position by submitting a written letter of interest to the Human Resources Department no later than the conclusion of the "posting period".

SECTION 2. The Employer shall have the right to determine and select the individual it believes to be best qualified for the position, giving due consideration to the following criteria: work experience; education; previous job performance; ability to perform the duties; attendance records; discipline records; and seniority.

In the event that no internal applications are made, or if the internal applicants do not possess the requisite qualifications or minimum requirements for the position, the Employer shall then proceed to an external posting of the position.

Article 21: PERFORMANCE EVALUATIONS

SECTION 1. Employees shall be evaluated with respect to performance efficiency twice during the Employee's probationary period and at least annually thereafter.

SECTION 2. The first performance evaluation shall be completed within thirty (30) days of the conclusion of the first half of the probationary period. The second evaluation shall be completed thirty (30) days prior to completion of the probationary period.

SECTION 3. All Employees who have completed their probationary periods shall be evaluated at least annually.

SECTION 4. Each Employee shall be evaluated by his immediate supervisor. If an Employee has been reassigned to a new supervisor within one month of the evaluation date, the new supervisor should consult with the previous supervisor in completing the evaluation, if possible. If an Employee received approximately equal supervision from two persons, both supervisors shall cooperate in the evaluation and sign it.

SECTION 5. Upon completion of the performance evaluation by the supervisor, the supervisor will discuss the evaluation with the Employee. The Employee shall initial the evaluation to indicate receipt of a copy of the completed form. The Employee's initials merely indicate an acknowledgment that the Employee has received a copy of the evaluation; it does not indicate agreement with its contents.

SECTION 6. An Employee may disagree with an evaluation, or any part thereof. The Employee may attach a signed rebuttal within ten (10) workdays of such evaluation.

Article 22: LAYOFF AND RECALL

SECTION 1. When the Employer determines to implement a layoff, the Employer shall notify the affected Employee(s) and the Union at least fourteen (14) days in advance of the effective date of such layoff. If the Union requests, the parties shall meet to discuss the Employer's action.

SECTION 2. The Employer, in its sole discretion, shall determine when a layoff will occur and which classifications (as listed in Article 2 "Recognition") and the number of Employees within that classification will be affected. Affected Employees within that classification will be laid off in accordance with their established seniority, as indicated on the Employer's seniority records. Employee(s) within that classification with the least seniority will be laid off first, in the following order:

- a) Volunteers
- b) Temporary Employees;
- c) Part-time Employees;
- d) New hires who have not completed their probationary period;
- e) Employees who have completed their probationary period.

SECTION 3. Employees who are laid off shall be placed on a recall list for a period of twelve (12) months. If there is a recall, Employees who are still on the recall list shall be recalled in the inverse order of their layoff within the respective classifications. The Employer, in its sole discretion, shall determine which classifications shall be subject to recall, depending on the Employer's operational needs. Seniority will terminate after twelve (12) continuous months of layoff. Seniority will accrue during those twelve (12) months, however.

SECTION 4. Notice of recall shall be sent to the Employee by certified mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the Employee. A copy of such notice shall be sent to the Union.

SECTION 5. The recalled Employee shall have seven (7) calendar days following the date of the receipt of the recall notice, as received by the Union or Employee, to notify the Employer of the intention to return to work and shall have three (3) additional calendar days to report for duty unless a later date for returning to work is otherwise specified in the notice.

Article 23: DISCIPLINE

SECTION 1. No Employee shall be suspended without pay or removed without first being given the opportunity to participate in a pre-disciplinary conference (PDC). Prior to said conference, the Employer will provide the Employee and the Union with a written notice of the basis for discipline (including the specifics of the alleged violation, copies of documents and list of witnesses known at that time who may be used to support the charges) and afford the Employee the opportunity to respond.

SECTION 2. The pre-disciplinary conference shall be conducted by a neutral administrator selected from those administrators not directly in the chain of command of the Employee. The Employer shall elect the neutral administrator. At

the pre-disciplinary conference, the Employee shall have the right to be represented by the Union. The Employee shall be afforded the opportunity to offer an explanation of any alleged misconduct. Only the neutral administrator is authorized to tape record a pre-disciplinary conference. If the neutral administrator elects to tape record the hearing, a copy of the tape recording will be provided to the Union upon written request and at Union expense. A report of said conference shall be prepared by the neutral administrator. The Employer shall determine what discipline, if any, is appropriate.

Article 24: GRIEVANCE PROCEDURE

SECTION 1. The grievance procedure is a formal mechanism intended to assure that Employee grievances which may develop in the day-to-day activities of public service are promptly heard, answered, and action taken where appropriate.

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

SECTION 3. A grievance may be brought by any Employee covered by this Agreement. When the Union and Employer agree that a grievance affects a group of Employees, or the entire bargaining unit, arising from the same event and/or set of facts, it shall be known as a "policy grievance". A "policy grievance" shall be captioned as such on the face of the grievance and filed at Step 2 of the Grievance Procedure by any steward within seven (7) working days of the event giving rise to the grievance.

SECTION 4. The written grievance shall be submitted on a grievance form and shall contain the following information [note: "policy grievances" must contain subsections (d), (f), (g), (h) and (i)]:

- a) aggrieved Employee's name;
- b) aggrieved Employee's assignment;
- c) name of the Employee's immediate supervisor;
- d) date and time of the incident giving rise to the grievance;
- e) date and time the grievance was first discussed and with whom;
- f) date the grievance was filed in writing;
- g) a statement as to the specific section(s) of the Agreement violated;
- h) a brief statement of the facts involved in the grievance; and
- i) the remedy requested to resolve the grievance.

SECTION 5. The time limitations established in this Article may be extended by mutual agreement between the Employer and the Union. Working days, as used in this Article, shall not include Saturdays, Sundays, or holidays. Failure by the Employer to communicate a decision at any step of the formal grievance process within the specified time limit shall permit the grievance to be advanced to the next step of the process.

SECTION 6. An Employee may elect to have a Union steward present at any step of the formal grievance process. A Union steward who is to accompany the Employee at any step of the grievance process must inform the Employer of such at least twenty-four (24) hours prior to each scheduled meeting date and time. It is the responsibility of the Employee to notify the Union steward of each meeting date and time.

SECTION 7. Each grievance shall be processed in the following manner:

STEP 1 – Immediate Supervisor

An Employee and/or a steward on behalf of an Employee having a grievance will first bring that complaint orally to the attention of the Employee's immediate supervisor within five (5) working days of knowledge of the incident giving rise to the grievance. The immediate supervisor shall discuss the grievance with the Employee and a Union steward, if requested in accordance with this Section, within three (3) working days of such oral complaint. Within two (2) working days of such discussion, the supervisor shall orally respond to the Employee with an answer to the complaint. If the Employee is not satisfied with the response given by the immediate supervisor, the Union steward shall reduce the grievance to writing on the appropriate form and submit it to the Employer's administrative designee within three (3) working days for further processing. Grievances concerning disciplinary suspensions or discharges must be commenced by reducing them to writing on the appropriate form and submitting them to the Employer's administrative designee within five (5) working days of the imposition of the disciplinary action. Processing of such grievances shall thereafter proceed at Step 2.

STEP 2 – Department of Human Resources

The Employer's administrative designee shall forward the Employee grievance to the Human Resources Department assigned to the Sheriff's Department, who shall schedule a formal meeting to be held within seven (7) working days of the receipt of the grievance with the Employee who filed the grievance and a Union steward. Prior to this meeting taking place, Human Resources designee, shall make an investigation of all allegations contained in this grievance. Within ten (10) working days of the above meeting, the Human Resources designee, shall provide the Employee and a steward with a written response to the grievance.

STEP 3 - Arbitration

If the grievance is not answered to the Union's satisfaction in Step 2, the Union may make written request that the grievance be submitted to final and binding arbitration. Requests for arbitration must be submitted to the County Law Department within ten (10) working days following the date the Union received the Employer's Step 2 response. In the event the grievance is not referred to arbitration within such time limit, the grievance shall be considered resolved based upon the answer given by the Employer in Step 2.

SECTION 8. Failure by the Employer or his agent to timely answer a grievance at any step after Step 1 of the procedure shall result in the grievance being advanced to the next step.

SECTION 9. When a timely request for arbitration is submitted, the parties shall attempt to select an arbitrator by mutual agreement. In the event that no mutual agreement is reached within ten (10) working days of the request, the Union will request a list of arbitrators from the Federal Mediation and Conciliation Service, the Ohio State Employment Relations Board (S.E.R.B.), or any other mutually-agreed labor arbitration service which shall contain the names of at least seven (7) arbitrators. Failure to make a timely request for a list of arbitrators shall constitute a resolution of the grievance based upon the Employer's Step 3 response.

Within ten (10) working days of receipt of the list of arbitrators, the representatives of the parties shall proceed to select an arbitrator using the strike-off method, if necessary, unless either party finds all of the proposed arbitrators unacceptable. If either party finds all the arbitrators unacceptable, a second list shall be requested and both parties shall be required to strike-off from this list until an arbitrator is selected. The Union shall strike the first name; in subsequent instances the Employer and the Union shall alternate striking the first name from such panels.

The arbitrator so selected shall be advised of his/her selection within five (5) working days after the selection is made and requested to provide available hearing dates. In no event shall the date of hearing be sooner than thirty (30) days from the date of selection unless waived by the parties. The decision of the arbitrator shall be final and binding upon both parties and Employee(s) involved. An arbitrator shall be limited to hearing one grievance at any one time, unless the parties agree otherwise. The arbitrator shall not have the power to add to or subtract from or modify any of the terms of this Agreement, or any supplemental Agreement. The arbitrator's function shall be to determine whether any provision of the Agreement has been violated by an interpretation or application of the Agreement. Back pay awards may not be retroactive to any period preceding the date on which the grievance was submitted to the first applicable step of the grievance procedure. The arbitrator shall render a decision within thirty (30) days

from the last date evidence was submitted unless additional time is requested and mutually agreed to by the parties.

SECTION 10. The arbitrator's fees and expenses shall be borne by the losing side of the arbitration, as determined by the arbitrator.

Article 25: SICK LEAVE

SECTION 1. All Employees shall accrue sick leave at the rate of 4.6 hours for each eighty (80) hours in active pay status, excluding overtime hours, not to exceed one hundred twenty (128) hours in a calendar year. Sick leave credit shall be prorated to the hours of completed service in each pay period. Unused sick leave may be carried forward from one calendar year to the next without maximum.

SECTION 2. Employees who are unable to report for work, and who are not on a previously approved absence, shall notify the Employer at least one (1) hour before the start of their shift, unless emergency conditions prevent such notification. In the event of an anticipated extended absence in excess of three (3) consecutive work days, the Employee shall notify the Human Resources department of the absence and the estimated duration of same as soon as possible.

SECTION 3. Sick leave usage must be requested for a minimum of one (1) hour.

SECTION 4. With the approval of the Employer, sick leave may be used by the Employee for the following reasons:

- 1) Illness, injury or pregnancy-related condition of the Employee or member of Employee's immediate family where the Employee's presence is reasonably necessary for the health of the affected family member;
- 2) Examination or treatment of an Employee or member of his immediate family where the Employee's presence is reasonably necessary, including medical, psychological, dental or optical examination by an appropriate practitioner;
- 3) For purposes of this article, definition of "immediate family" shall include: spouse, child, stepchild, mother, father, mother-in-law, father-in-law, grandparents, and grandchildren.

SECTION 5. The Employee shall submit a signed, written statement to the Employer for the request and justification of sick leave upon returning to work through the County's web based timekeeping system (currently MyHR). Falsification of either the signed statement or a physician's certificate or

application for use of sick leave with the intent to defraud shall be grounds for disciplinary action, up to and including dismissal.

In the event of an absence from work on sick leave exceeding three (3) consecutive work days, the Employee shall provide a physician's statement upon return to work specifying the Employee's ability to return to work without restrictions. If such absence was due to the illness or injury of an immediate family member, the physician's statement shall indicate that the family member was under a physician's care and that the Employee's presence was reasonably necessary for the health and welfare of the family member.

SECTION 6. An Employee who engages in the pattern use of sick leave shall be warned by the Employer. A pattern use of sick leave shall include, but not be limited to: consistent periods of sick leave usage before and/or after holidays, vacation days, regular days off; after pay days; absence following overtime worked; partial days; or a continued pattern of maintaining zero or near zero leave balances. If the Employee continues to engage in such conduct, the Employee may be required to submit medical documentation for the future use of sick leave.

SECTION 7. Unless otherwise approved by the Employer, only accumulated sick leave may be utilized for compensation of an approved absence(s) as defined in Section 4 of this article.

SECTION 8. Any Employee who uses no sick time, and has no attendance violations, as defined by the Employer's AWOL policy, for a six month period (January 1- June 30 / July 1 – December 31) will be permitted to convert five (5) sick days to five (5) vacation days, to be used in accordance with the provisions of the "Vacation Leave" article.

Article 25A: FITNESS-FOR-DUTY EXAMINATION

SECTION 1. If the Employer has reasonable suspicion to believe that an Employee is medically or psychologically unable to perform all of the duties of the Employee's position, the Employer may relieve the Employee from duty. If relieved from duty, the Employee shall be placed on paid administrative leave and the Employer shall pay the costs of a medical or psychological examination that is required by the Employer. An Employee found by the qualified medical professional selected by the Employer to have a medical or psychological disorder, condition, syndrome, or is otherwise unable to perform his/her duties shall not be permitted to work and further time off duty may be charged to any applicable sick leave or vacation leave at the Employee's request or may be designated as FMLA leave at the Employer's initiative as permitted by law.

SECTION 2. An Employee relieved of duty under the preceding Section must be given medical clearance acceptable to the Employer by a qualified medical

professional before being allowed to return to work. Such documentation must certify that the Employee is able to perform all of the duties of his/her position (unless there is an A.D.A. issue that can be reasonably accommodated). If there is a disagreement between the respective qualified medical professionals, they shall select a third qualified medical professional by mutual agreement. The third examination shall be mutually paid for by the Employer and the Employee and the results and conclusions of that examination shall be final and binding and not be subject to the grievance procedure.

Article 26: SICK LEAVE DONATION PROGRAM

SECTION 1. The intent of the Sick Leave Donation Program is to allow bargaining unit Employees to voluntarily provide assistance to co-workers in the bargaining unit who are in critical need of medical leave due to an extended injury or illness.

SECTION 2. A bargaining unit Employee may receive donated sick leave, provided that the donee Employee has:

- a) a serious medical condition as defined under the Family Medical Leave Act (FMLA) that would require the Employee to be away from work for more than ten (10) consecutive working days. Employees with intermittent absences (less than 10 consecutive days) do not qualify for leave donation;
- b) exhausted all accrued leave, including sick time, vacation time, compensatory time, and workers compensation benefits;
- c) submitted documentation from a physician verifying the medical condition and duration;
- d) submitted a fully-executed FMLA Dept. of Labor Form WH-380;
- e) given permission to inform the Employee's fellow bargaining unit members of the need for donated leave.

The maximum amount of donated leave that a donee Employee may receive is two hundred forty (240) hours.

SECTION 3. A bargaining unit member may donate sick leave, provided that the donor Employee:

- a) voluntarily elects to donate the leave and does so with the understanding that the donated leave time will not be returned;
- b) donates a minimum of one (1) hour and does not exceed thirty-two (32) hours per calendar year. Donations must be in full hour increments;
- c) retains a minimum of forty (40) hours of accrued sick leave at the time of donation;

- d) completes a leave donation form identifying the recipient Employee, the number of hours being donated and certifying that the leave donated is voluntary.

The Employer will not solicit leave donations from Employees; the Union and/or bargaining unit members will be responsible for solicitation of donations and completion of the necessary documentation. The donation of sick leave time will occur strictly on a voluntary basis. No Employee can be forced or coerced to donate. Any Employee who feels they are being pressured to donate should contact the Human Resources Department.

Article 27: PERSONAL DAYS

The Employer will grant the use of two (2) sick days per year to be used as an Employee's personal days. The Employee must secure authorization seven (7) working days prior to the use of such personal days with an application form provided by the Employer.

In case of an emergency, the seven (7) day notice may be waived by the Employer.

Article 28: VACATION LEAVE

SECTION 1. Each full time permanent employee, after service of one (1) year with the County or any political subdivision of the State of Ohio, is eligible for vacation leave. One year of service shall be computed on the basis of twenty-six bi-weekly pay periods. Employees accrue vacation leave based on years of service as stated below. Vacation accrual for eligible employees is pro-rated based on the number of hours paid in a pay period. Overtime hours are not included in the accrual of vacation leave. Vacation leave is earned during the time that the employee is in active pay status. Employees in unpaid status do not accrue vacation leave.

SECTION 2. Vacation accrual is computed as follows:

Length of Ohio Public Service	Accrual Rate (Hours earned per 80 hours in active status)	Annual Amount (Hours earned per 2080 hours in active pay status)	Maximum Accrual Balance (Total hours)
Less than 1 year	3.1	80 hours (not awarded until completion of one year of Ohio public service)	N/A
1 year – less than 5 years	3.1	80	240
5 years – less than 15 years	4.6	120	360
15 years – less than 25 years	6.2	160	480
25 years or more	7.7	200	600

An individual who is hired by the County and provides proper documentation of prior service is entitled, immediately upon submission of the appropriate documentation, to begin accruing vacation benefits at the rate set forth in this Section that reflects his/her prior service level. The employee may use such vacation leave after the pay period that it is accrued upon approval from their supervisor (and consistent with the terms of this Agreement regarding scheduling of vacation leave).

SECTION 3. An Employee is entitled to compensation, at his current rate of pay, for the prorated portion of any earned but unused vacation leave for the current year to his credit at time of termination of employment. In the event of the death of an Employee, any unused vacation leave shall be paid to the Employee's estate.

SECTION 4. By March 31st of each calendar year, Employees will be given the opportunity to indicate their vacation leave preference on a form provided by the Employer. By May 1st of each year, a written confirmation will be given to each Employee with priority given to Employees according to their County seniority. Once the vacation schedule is determined, it shall not be changed without the consent of the involved Employee except under unusual circumstances. Every effort will be made to grant the Employees their first choice of vacation dates consistent with needs of their division; however, an alternate date may need to be assigned. With approval, Employees may use vacation time in one hour increments, if staffing permits.

Article 29: STATEMENT ON SICK TIME AND VACATION TIME

The Employer will provide all bargaining unit Employees bi-weekly accumulated sick time and vacation time balances through the County's electronic timekeeping system (currently MyHR) by the end of 2015.

Article 30. LEAVE OF ABSENCE WITHOUT PAY

SECTION 1. At the sole discretion of the Employer, a leave of absence without pay may be granted to an Employee by the Employer, provided the Employee has completed his/her probationary period and has exhausted all paid leave categories. Such leave is not to exceed six (6) months, provided, however, that any F.M.L.A. leave utilized for the same reason as this requested leave shall be set off against the six (6) month period. Applications for such leave shall be made in writing at least fourteen (14) calendar days prior to the beginning of said leave unless emergency conditions prevent such notice. The application shall state reason(s) for requesting the leave of absence, any associated documentation, and the time period for which the leave is being requested.

SECTION 2. If it is found that a leave is not actually being used for the purpose for which it is granted, the Employer shall discipline the Employee, up to and including termination of employment.

SECTION 3. An Employee who fails to return to duty upon completion or cancellation of a leave of absence without pay, without written explanation which has been approved by the Employer, may be subject to disciplinary action. An Employee who fails to return to service from a leave of absence without pay, and is subsequently removed from service, is deemed to have a termination date corresponding to the starting date of the leave of absence. An Employee who desires to request an extension of a prior approved leave of absence (not to exceed the six (6) month period specified in Section 1) shall submit a written application for extension of leave to the Human Resources Department no later than seven (7) calendar days prior to the expiration of the leave, specifying the reasons supporting the request. The application is subject to review and approval by the Employer.

SECTION 4. An Employee may be returned to active pay status prior to the originally scheduled expiration of the leave if such earlier return is agreed to by the Employer.

Article 31: FMLA

The Employer shall have the right to administer FMLA leave to the full extent permitted by federal law, including, but not limited to, its coordination with any other leaves and other benefits.

Article 32: BEREAVEMENT LEAVE

SECTION 1. All Employees covered by this Agreement shall be entitled to receive up to three (3) days of bereavement leave with pay in the event of a death in the Employee's immediate family, as defined herein. These three (3) days of bereavement leave shall be charged to an Employee's sick leave. An additional two (2) days of bereavement leave may be granted by the Employer which shall be charged against the Employee's accumulated paid sick leave.

SECTION 2. For purposes of the Article, definition of "immediate family" shall include: the Employee's parents (natural, step or foster), spouse, children (natural or step), brother, sister, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, legal guardian, or other person who stands in the place of a parent (*loco parentis*, *domestic partner* and any other relative residing with the employee).

SECTION 3. In the event of the death of a relative other than a member of their immediate family, an employee shall be granted a leave of absence with pay, to be charged against their accumulated and unused sick leave, for one (1) day to attend the funeral if within the State of Ohio or two (2) days when the funeral is outside the State of Ohio. Any additional time off requested by the employee is subject to the approval of his or her supervisor, manager and/or Department Director.

Article 33: MILITARY LEAVE OF ABSENCE

An Employee who is a member of the Ohio National Guard, the Ohio Defense Corps, the Naval Militia, or other reserve components of the Armed Forces of the USA is entitled to a leave of absence while on authorized field training or active duty. The Employee will be paid while on duty up to a maximum of thirty-one (31) days in any calendar year.

An Employee who enlists or is ordered to active military duty with the armed services and has been an Employee for more than ninety (90) calendar days will be granted a leave of absence without pay without loss of seniority or position at the time of leave. The Employee may ask the Human Resources division for additional information concerning his benefits and responsibility during a military leave of absence, and the procedure for reinstatement.

Article 34: SICK LEAVE CONVERSION

At the time of formal retirement from active service with the County and with ten (10) or more years of prior service with the State or any political subdivision, an Employee may elect to be paid in cash for twenty-five percent (25%) of the Employee's total unused accumulated paid sick leave. Such payment shall be based on the Employee's rate of pay at the time of retirement. Payment for sick

