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**COLLECTIVE BARGAINING AGREEMENT**

**COUNTY OF CUYAHOGA**

**(CLERK OF COURTS)**

**AND**

**COMMUNICATIONS WORKERS OF AMERICA**

**LOCAL 4340**

**JANUARY 1, 2015 – DECEMBER 31, 2017**

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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."

## **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 the classifications listed by SERB in the certification of the bargaining unit in SERB Case No. 2015-REP-01-0001.

The Bargaining Unit includes all regular full and part-time employees of the Cuyahoga County Clerk of Courts in the following classifications at the Clerk of Courts:

Legal Account Clerk 1 (This classification shall include all employees holding the classification of Legal Clerk 1 and Legal Account Clerk 1 prior to the execution of this Agreement).

Legal Account Clerk 2 (This classification shall include all employees holding the classification of Legal Clerk 2 and Legal Account Clerk 2 prior to the execution of this Agreement).

Legal Account Clerk 3

Legal Clerk 3 (This classification will be phased out through attrition.)Clerk

**SECTION 2.** The following employees are excluded from the bargaining unit:

All other employees who are not specifically referred to in Section 1; all management employees; supervisors; and confidential employees as defined by Ohio Revised Code Chapter 4117; and seasonal and casual employees as defined by SERB.

## **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 excellent 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 and/or gender identity, 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: MANAGEMENT RIGHTS**

**SECTION 1.** Unless the Employer agrees otherwise in this Agreement, the management rights of the County include, but are not limited to, the following:

- 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, reprimand or discharge for just cause,
- 6) to lay-off job classifications, transfer, assign, train, and administer tests based on the training, and schedule, promote and retain Employees;
- 7) To determine the adequacy and size of the work force;
- 8) To determine the overall mission of the Employer as a unit of government;
- 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;
- 11) To determine the hours of work, work schedules and to establish work rules for all employees;
- 12) To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained.

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

## **Article 6: DUES AND UNION SECURITY**

**SECTION 1.** All members of the bargaining 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. Fair share fees shall be paid in a manner that is consistent with Ohio O.R.C. 4117.09(C). Fair share fees shall be required of all bargaining unit employees who are non-members of the Union unless the State Employment Relations Board has declared an employee to be exempt for the reasons stated in O.R.C. 4117.09(C).

**SECTION 2.** 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.

**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. Deductions will be made from the pay of all employees bi-weekly. In the event an employee's pay is insufficient for the deduction to be taken, the County will deduct the amount from the employee's next regular pay where the amount earned is sufficient. A check for such monies shall be forwarded to the financial Secretary/Treasurer of the local Union of the designated unit no later than the tenth day following the end of the pay period in which the deduction is made. 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 7: COPE**

**SECTION 1.** The Employer will deduct voluntary contributions to the Committee on Political Education (COPE) from the pay of an Employee upon receipt from the Union of an individual written authorization card voluntarily executed by the Employee.

**SECTION 2.** The contribution amount will be certified to the Employer by the Union.

Monies deducted shall be remitted to the Union within thirty (30) days of the date they are deducted. The payment shall be accompanied by an alphabetical list of the names of those Employees for whom a deduction was made and the amount of the deduction. This list must be separate from the list of Employees who had Union Dues deducted and the list of Employees who had Fair Share Fees deducted.

**SECTION 3.** An Employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time. The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of the authorization or upon termination of employment or to transfer outside the Bargaining Unit.

**SECTION 4.** All COPE contributions shall be made as a deduction separate from the dues or fair share fee deductions.

### **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/herself in the grievance procedure, the Union will be included.

**SECTION 2.** The Employer may 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 one steward per department and a chief steward. Stewards shall not be limited to representing employees in the same department to which they are assigned. The Union will provide the Employer with a written list of officers and authorized union representatives upon request.

**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 & ORIENTATION**

**SECTION 1.** During each year of this Agreement, the Union Stewards may be granted up to thirty-two (32) hours of unpaid leave of absence for required attendance at Union-related meetings. This leave may only be used in increments of four (4) hours or more, unless the Clerk of Courts or his/her designee grants an exception in writing.

**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 union postings on a "shared drive" at the Clerk's Office and on a bulletin board in the lunchrooms within the Clerk's Office 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 posted. The Union shall furnish a copy of posted 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.** Effective the first date of the first full pay period in January 2015, all bargaining unit employees hired on or before June 30, 2015 shall be paid a two percent (2%) wage increase.

**SECTION 2.** Effective the first date of the first full pay period in January 2016, all bargaining unit employees shall be paid a two percent (2%) wage increase.

**SECTION 3.** Effective the first date of the first full pay period in July, employees shall be slotted into the following wage grades for 2016 as provided for in the parties separate memorandum of understanding.

Clerk: \$11.01 \$11.34 \$11.65 \$11.95 \$12.29 \$12.60 \$12.90 \$13.22 \$13.47 \$13.71

LAC1: \$12.39 \$12.73 \$13.09 \$13.45 \$13.80 \$14.15 \$14.51 \$14.87 \$15.14 \$15.42

LAC2: \$13.75 \$14.14 \$14.55 \$14.93 \$15.32 \$15.72 \$16.11 \$16.51 \$16.81 \$17.11

LAC3: \$16.84 \$17.28 \$17.72 \$18.15 \$18.48 \$18.82 \$19.16 \$19.47 \$19.82 \$20.16

LC3: \$16.84 \$17.28 \$17.72 \$18.15 \$18.48 \$18.82 \$19.16 \$19.47 \$19.82 \$20.16

**SECTION 4.** Effective the first date of the first full pay period in January 2017, the wage grades contained in Section 3 above shall be increased by two percent (2%).

**SECTION 5.** Step progression along the grades shall begin the first date of the first full pay period in October, 2017 and shall thereafter occur annually in October of subsequent years. To be eligible for step movement, an employee must have served one full year in his/her present job classification.

**SECTION 6.** Employees whose wage rates exceed the maximum of the ranges shall be red-circled and shall receive lump sum payments in lieu of increases to their base wage rates. Lump sum payments shall be equal to two percent of the employees' annual salaries.

### **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 leave, except sick leave, shall count as hours worked.

**SECTION 2.** The Employer shall be the sole judge of the necessity for overtime. Employees shall have the right to choose between taking paid overtime or compensatory time off in lieu of pay for overtime. Approval of compensatory time off shall be at times that are mutually agreed to by the employees and the employee's supervisor and shall be based on operational needs. To be eligible to use compensatory time, employees must provide at least 72 hours advanced notice in writing of their compensatory time off requests. Compensatory time off must be taken within 180 calendar days of its accrual or it will be converted into cash payment.

**SECTION 3.** Overtime shall be offered to employees by classification seniority on a rotational basis among those employees who normally perform the work. Overtime may be offered for a project and/or on an individual workload basis. Overtime offered and refused shall be counted as hours worked. The Employer shall have the ability to assign mandatory overtime after it has sought volunteers starting with the least senior employee, on a rotational basis. Overtime accepted and not worked will be considered AWOL and subject to discipline pursuant to the County's Attendance Control Policy, unless the employee's absence is excused by management. Overtime accepted and not worked may subject an employee to removal from the project unless the absence is excused by Management.

## **Article 14: 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.** Effective January 1, 2016, bi-weekly Employee contributions for medical and prescription drug benefits shall be determined as follows:

1) **METROHEALTH PLAN**

- a) The County shall offer a plan through MetroHealth with no bi-weekly contribution to employees.

2) **OTHER BENEFIT PLANS**

- a) The biweekly health insurance contribution rates shall be as follows:  
i) 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 plan 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 15: 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.

**SECTION 4.** When the Cuyahoga County Courts determine to release employees, the Clerk of Courts will release employees under the same working conditions.

### **Article 16: HOURS OF WORK**

**SECTION 1.** Employees shall be scheduled, as needed, to meet the operational needs of the County. The County reserves the right, as operational needs and conditions require, to establish and change the hours of work, starting and/or ending times of any shift, and/ or schedules of hours. In the event it is necessary to reduce the regular work week below forty (40) hours, the County will, before implementing such decision, first meet with the Union to obtain its input.

**SECTION 2.** Employees shall be allowed a one hour paid lunch period, which may be delayed or interrupted based on operational needs. The County will make a good faith effort to avoid consistently interrupting an employee's lunch breaks on consecutive days of the week. In addition, County employees may receive two paid rest breaks of fifteen (15) minutes in duration. All rest breaks and lunch periods are to be scheduled by the

employee's immediate supervisor based on the operational needs of the employee's unit in accordance with the following provisions:

- a) One rest break may be taken in the first half of the work day and one may be taken in the second half of the work day;
- b) Rest breaks shall not abut the end or beginning of the lunch period;
- c) Rest breaks and lunch periods cannot be used to make-up tardiness or quitting early. For example, an employee who is scheduled to end his or her day at 4:30 may not leave for the day at 3:30 p.m. and take his or her lunch from 3:30 to 4:30 p.m.; and,
- d) An employee must return to work after a lunch period for that period to be considered a lunch period. For example, an employee may not take his or her lunch period from 12 p.m. to 1 p.m. and then take sick leave from 1 p.m. until the end of the day. The employee will be required to use his or her own leave time to cover the period from 12 p.m. to 1 p.m. If, however, the employee only used sick leave from 1 p.m. until 2 p.m. and returned to work for the remainder of the day, the 12 p.m. to 1 p.m. period would be considered a proper lunch period.

### **Article 17: SENIORITY**

**SECTION 1.** Seniority shall be defined as an Employee's length of continuous service with the Employer 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 are call notice.
- e) the employee fails to apply for reinstatement within 30calendar days of discontinuation of PERS disability retirement benefits and no appeals are pending.

### **Article 18: PROBATIONARY PERIOD**

Employees entering this unit are probationary Employees for a period of one hundred and 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 19: 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 shared drive and the Union 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 Director or his/her designee 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: seniority; work experience and/or education; previous job performance; attendance records; and discipline records. In the event that no internal applications are made the Employer shall then proceed to an external posting of the position.

**SECTION 3.** Promoted employees shall serve a probationary period of 120 calendar days. An employee selected shall be considered to have qualified for the position when he/she satisfactorily performs the duties of the position with no more supervision than is required by other qualified employees in the same or similar position. An employee who does not pass a promotional probationary period shall be returned to his/her former position. Decisions regarding passage or failure of a promotional probationary period may be grieved through Step 3 of the grievance procedure but are not subject to review through grievance arbitration, except that a claim of discrimination based on union activities may be grieved.

#### **Article 20: 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 at least ten (10) days prior to completion of the probationary period.

**SECTION 3.** Each Employee shall be evaluated by his immediate supervisor. If an Employee has been reassigned to a new supervisor within one (1) months 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 4.** 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 5.** 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 21: LAYOFF AND RECALL**

**SECTION 1.** When the Employer determines that a layoff will be implemented, 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 classification(s) (as listed in Article 2 "Recognition") and the number of Employees within the classification(s) that 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.

**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 22: DISCIPLINE**

**SECTION 1.** The Employer shall only discipline employees with just cause. 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.

**SECTION 3.** No Employee shall be disciplined for any reason without just cause.

### **Article 23: 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 ten (10) working days of the event giving rise to the grievance.

**SECTION 4.** 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 5.** 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 6.** 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 ten (10) 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 five (5) 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 five (5) 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 designee of the Human Resources Department assigned to the Clerk of Courts, who shall schedule a formal meeting to be held within ten (10) 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 thirty (30) 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 7.** 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 8.** 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 9.** The arbitrator's fees and expenses shall be equally shared by the Employer and the Union.

#### **Article 24: 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 (120) 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.** 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 4.** 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.

#### **Article 25: 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 120 hours of accrued sick leave after 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.

**SECTION 4.** 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 26: 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 27: 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: 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.** Vacation leave shall be taken by the Employee during the year in which it is earned and prior to the next recurrence of the anniversary date of employment. The Employer shall permit an Employee to accumulate and carry over his/her vacation leave to the following year. No vacation leave shall be carried over for more than three (3) years. Any vacation leave not carried over will be paid on the Employee's anniversary at the applicable rate of pay.

| Length of Ohio Public Service | Accrual Rate (Hours earned per 80 hours in active status) | Annual Amount (Hours earned per 2080 hours in              | Maximum Accrual Balance (Total hours) |
|-------------------------------|---|--|---------------------------------------|
| Less than 1 year              | 3.1   | 80 hours (not awarded until completion of one year of Ohio | N/A                                   |
| 1 year - less than            | 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                                   |

**SECTION 5.** Vacation leave shall normally be scheduled at least 24 hours in advance with an Employee's direct supervisor or designee. On occasion, management may approve vacation leave with less notice for emergency situations provided management is consistent with regard to approval.

**Article 28: 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.

## **Article 29: 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 may 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 30: 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 31: 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 not 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 32: MILITARY LEAVE OF ABSENCE**

Employees shall be granted military leave pursuant to applicable state and federal law.

#### **Article 33: 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 of Ohio or any political subdivision of the State, 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 leave on this basis shall be considered to eliminate all sick leave credit accrued by the Employee at that time. Such payment shall be made only once to any Employee. The maximum payment shall not exceed 240 hours.

#### **Article 34: TEMPORARY WORK LEVEL ADJUSTMENT**

**SECTION 1.** The Employer may assign bargaining unit employees to perform work that is outside of their job classifications.

**SECTION 2.** If the County assigns an Employee to perform work in a higher rated job classification in the bargaining unit for eight (8) consecutive hours/1 work day or more, the Employee shall be paid at the current rate of pay for that classification. A supervisor or management designee shall submit appropriate documentation that the Employee performed the higher rated work and the duration of time that the Employee was performing the duties. If the rate of pay for the other job classification is lower, the Employee shall retain his/her regular rate of pay.

#### **Article 35: SAVINGS CLAUSE**

This Agreement is subject to all laws of the State of Ohio and the United States of America. If a tribunal of competent jurisdiction issues a final ruling that any provision of this Agreement does not conform to the law and such provision is rendered or declared invalid following the conclusion of the appeal process, the remainder of this Agreement will not be affected thereby and shall remain in full force and effect. The parties shall meet to negotiate in good faith over any provision so invalidated at a mutually agreeable time and place.

### **Article 36: JOB AUDITS**

**SECTION 1.** An employee may have his/her position audited for reclassification to another classification within the bargaining unit upon request to the Department of Human Resources ("HR") no more than once in a rolling twelve month period. The employee shall provide all information requested by HR. No "class-wide" audits shall be permitted.

**SECTION 2.** The employee shall complete the comprehensive position questionnaire that is provided by HR and submit it to management of the Clerk of Courts for review. Within 30 calendar days from receipt of the completed CPQ, management shall submit it to HR for determination. HR shall provide a determination within 120 calendar days of its receipt of the completed CPQ from management of the Clerk of Courts.

**SECTION 3.** To be reclassified, employees must perform the work of a different classification at least 25% of the time measured over at least a six month period. If the County changes the percentage of time measured to 30%, this will also change to 30%.

**SECTION 4.** In lieu of reclassification, the County shall have the option of removing or reducing the amount of duties performed in the different classification. If the employee was performing duties of a job in a higher pay grade, he/she shall receive compensation as stated below from the date that the CPQ was submitted to management of the Clerk of Courts until the date that the job duties are removed or reduced to below 25% of his/her time.

**SECTION 5.** In the event that an employee is reclassified to a job that is assigned to a higher pay grade, the employee shall be placed in the lowest rate within the grade that provides at least a five percent (5%) wage increase, retroactive to the date that the employee submitted the CPQ to the management of the Clerk of Courts for review. If it is determined that an employee should be reclassified to a lower rated classification, the employee shall be placed in that rate in the applicable pay range which is closest to but less than their current rate. The position shall be reclassified to the lower rated classification.

**SECTION 6.** Job audit determinations of HR rendered pursuant to this Article shall be grievable starting at Step Two.

### **Article 37: EXPIRATION AND RENEWAL**

This Agreement shall be and remain in full force and effect from January 1, 2015 through December 31, 2017, inclusive, and thereafter from year to year; provided that this Agreement will terminate at the expiration of the initial term or any renewal term if either party gives written notice to the other of its desire for termination or modification at least sixty (60) days before such expiration date and if such notice is given, this Agreement shall remain in full force and effect after such expiration date until a new Agreement has been negotiated, ratified and signed.

Article 38: SIGNATURES

FOR THE UNION:

FOR THE COUNTY:

Linda X. Hinton

Linda Hinton,                      Date  
District 4 Vice President

Armond Budish MR

Armond Budish,                      Date  
County Executive

12-17-15

Gary Kundrat

Gary Kundrat, President      Date  
CWA, Local 4340