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AGREEMENT BETWEEN

**AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, OHIO COUNCIL
8, AFL-CIO DAYTON PUBLIC SERVICE UNION,
LOCAL 101**

AND

**THE MONTGOMERY COUNTY CLERK OF
COURTS**



January 1, 2016 - December 31, 2018

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ARTICLE 1 PURPOSE

This Agreement is made between the Montgomery County Clerk of Courts (Employer or Clerk) and Ohio Council 8, Local No. 101, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union" for the purpose of providing a fair and responsible method of enabling employees covered by this Agreement to participate through Union representation in the establishment of wages, hours, and other terms and conditions of their employment, to receive a prompt and fair disposition of grievances, to establish a peaceful procedure for the resolution of all disputes between the parties, to promote improved work performance, to attract and retain qualified employees and to confirm the parties' commitment to the highest standards of customer service. Whenever the male or female gender is used in this contract, it shall be construed to include both male and female employees.

ARTICLE 2 MANAGEMENT'S RIGHTS

Section 1. Except to the extent modified by this Agreement, it is understood and agreed to by the Union that the Employer retains all its rights and authority to manage, direct, and control the operation of the Office of the Clerk of Courts to the fullest extent permitted by Ohio law, to promulgate rules and regulations and to otherwise exercise prerogatives of Management including, but not limited to the following:

- A. 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, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, transfer, assign, schedule, promote, retain employees, or layoff employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Employer as a unit of government;
- H. Effectively manage the work force;

- I. Take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 3 NON-DISCRIMINATION

Section 1. It is the policy of Management and of the Union that the provisions of this Agreement shall be applied equally to all employees without regard to age, sex, sexual orientation, veteran status, race, color, creed, disability, national origin, and religion.

Section 2. Management and the Union shall not interfere with the rights of employees to become or to refrain from becoming members of the Union. Management shall not discriminate against employees because of Union activity. The Union shall not discriminate against employees because of their refraining from engaging in Union activity.

Section 3. Management and the Union recognize their respective responsibilities under Federal and State Civil Rights Laws, Constitutional and Statutory requirements. Therefore, Management and the Union hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of age, sex, sexual orientation, veteran status, race, color, creed, disability, national origin, or religion.

Section 4. The provisions of this Agreement shall be interpreted so as not to conflict with State and Federal laws addressing the protections defined in Section 1.

Section 5. Any violation of this Article is subject to the grievance procedure.

ARTICLE 4 RECOGNITION OF UNION

Section 1. Bargaining Rights The Union is hereby recognized as the sole and exclusive bargaining agent for the bargaining unit as herein defined.

Section 2. Unit Defined The bargaining unit shall consist of the employees in the Montgomery County Clerk of Courts Office in the bargaining unit as set forth in the certification issued by the State Employment Relations Board in Case No. 88-REP-110249 as amended in Case No. 02-REP-03-0040 and as further amended in Case No. 09 REP 12-0148 and which as amended is described as follows:

INCLUDED: All employees in the classification of Accounting Clerk I, Accounting Clerk II, Assignment Clerk I, Assignment Clerk II, Deputy Clerk I, Deputy Clerk II, Deputy Clerk III and Office Assistant.

EXCLUDED: All employees in the classification of Accounting Supervisor, Administrative Secretary, Administrative Officer, Assistant Chief Deputy, Bookkeeping

Supervisor, Chief Deputy, Confidential Secretary, Director of Human Resources, Executive Assistant, Human Resources Assistant, IT Administrator, IT Engineer, IT Field Technician and Supervisor and all other employees excluded under R.C. Chapter 4117.

Section 3. Employee Definitions.

- A. The term "employee or employees" as used in this Agreement shall refer to those persons included in the bargaining unit.
- B. The phrase "temporary employee" as used in this Agreement shall refer to seasonal or casual employees who work less than or equal to 500 hours per calendar year.
- C. The phrase "permanent part-time employees" as used in this Agreement shall refer to those employees who work more than 500 hours per calendar year, but less than 35 hours per week.
- D. The phrase "permanent full-time employees" as used in this Agreement shall refer to those employees who regularly work 35 or more hours per week.

Section 4. It is not the intention of the Employer to replace permanent full-time employee positions with permanent part-time or temporary employees.

ARTICLE 5 UNION MEMBERSHIP/AUTHORIZATION, FAIR SHARE AND P.E.O.P.L.E.S.' CHECKOFF

- A. Union Membership. All employees covered by this Agreement, who are members of the Union on the effective date of this Agreement, may remain members in good standing, and those who are not members on that date may become and remain members in good standing; all employees hired after the effective date of this Agreement may become and remain members in good standing; a member in good standing is defined as an employee who tenders the periodic dues uniformly required as a condition of acquiring and maintaining membership in the Union. It is understood and agreed however that employees are not required by this Agreement to become or remain Union members, that being their own voluntary choice.
- B. Authorization (Dues Check-off and Fair Share) All employees in the bargaining units defined herein who, sixty (60) days from the date of hire are not members in good standing of the Union, are required to pay the Union a fair share fee as a condition of employment and as permitted by the provisions of Section 4117.09 (c) of the Ohio Revised Code. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. The fair share fee amount shall be certified to

the Clerk by the Secretary-Treasurer of the Local Union. Nothing herein shall be construed as requiring any employee in the bargaining unit to become a member of the Union as a condition for serving or retaining employment or any benefits under this Agreement. The Union will indemnify and keep the Clerk and his/her agents and employees harmless from any action growing out of deductions hereunder and commenced by an employee or anyone else against the Clerk individually or the Clerk and the Union jointly.

The Union agrees to establish a fair share fee procedure in compliance with Chapter 4117 of the Ohio Revised Code and Federal law. In addition, the Union will provide the Clerk's designated representative for collective bargaining with a copy of the Union's fair share fee procedure.

The Clerk will deduct from the wages the regular monthly Union dues of members and the fair share fees of non members. Deduction shall be made from the biweekly pay of all employees. In the event an employee's pay is insufficient for the deduction, the Clerk will deduct the amount from the employee's next regular pay where the amount earned is sufficient. All deductions shall be transmitted to the proper officers of the Union no later than fifteen (15) days following the end of the pay period in which the deduction is made, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted.

The Clerk shall provide the following information relating to deduction of dues and fair share fee deductions:

Alphabetical list of Union members from whom deductions were made, the name, address, social security number of each member and the amount deducted;

Alphabetical list of fair share fee employees from whom deductions were made, the name, address, social security number of each employee and the amount deducted;

The name of each Union member and fair share fee employee whose name has been dropped from a prior check-off list and the reason for the omission.

- C. A.F.S.C.M.E. PEOPLE - The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE (Public Employees Organized to Promote Legislative Equality) deduction as provided for in a voluntarily written authorization. Such authorization must be executed by the Employee and may be revoked by the Employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to AFSCME, PEOPLE Department 1625 L Street NW, Washington DC 20036 together with an itemized statement showing name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the

remittance. All deductions shall be transmitted no later than fifteen (15) days following the end of the pay period in which the deduction is made.

ARTICLE 6 POLICIES AND PROCEDURES

Section 1. The Employer has the right to establish reasonable work rules, policies and procedures to regulate employees in the performance of their job. Any such work rules, policies, and procedures will become reduced to writing and posted for ten (10) working days on the Employer's bulletin boards. Copies of work rules, policies and procedures will be provided to the steward in the affected area and faxed to the Union at the time of posting. Should the Union object to the work rules, policies and procedures during the ten (10) day posting period, the Employer agrees to meet and confer with the Union during the period prior to implementation. In case of emergency situations, policies and procedures shall have an immediate effective date. Emergency situations may result from federal, state or local declarations of emergency or disaster. Once the new rule, policy or procedure is finalized and in effect, all employees shall be provided a written or electronic copy.

Section 2. Work rules, policies and procedures shall not be changed and/or applied to employees covered herein so as to conflict with the terms of this Agreement.

ARTICLE 7 UNION BUSINESS

Section 1. Stewards. The Union may select six (6) Stewards as follows: Auto Title Division – 2 Stewards: 1 Downtown and 1 for all Branch Offices; Legal Division – (2) Stewards; Municipal Court – 2 Stewards. The division in which they work shall be their area of permissible activity; however, in special circumstance with prior approval of the Chief Deputy, which approval shall not be unreasonably denied, a steward may act outside of their area of permissible activity. The Stewards' names and divisions will be furnished to the Clerk by the Union. This list shall be kept current by the Union at all times. Approved time away from the job for Union business will not be granted unless an employee is on the list of Stewards or Officers.

With a supervisor's prior consent, which shall not be unreasonably denied, a Steward will be permitted reasonable time to investigate and process grievances. An aggrieved employee may request a Steward from their Division (or other Steward permitted under the provisions of the prior paragraph), and the Steward requested must inform the employee's supervisor or next available management staff employee of the grievant's name and location. The supervisor shall have the right to reasonably designate the time during which a grievance is investigated and processed so as to prevent such activities from interfering with employee work assignments.

Union business, other than the stated above, shall not be conducted by Union Stewards during work time, nor shall it in fact, interfere with the work assignment of the Steward involved or the work assignments of other employees.

In order to insure that work assignments will not be interfered with, all Stewards/Officers must receive prior approval from his/her supervisor before investigating a grievance during work hours. The Clerk agrees to grant reasonable time off for the investigation of grievances where prior approval is sought and the time off does not interfere with the daily work. In the event of delays in investigation due to ongoing work, the Clerk agrees to extend filing deadlines for grievances upon the Union's request. Any other extensions must be by mutual agreement of the parties.

Section 2. AFSCME Representative An AFSCME Staff Representative may consult with employees in the assembly area before the start of and at the completion of the day's work and he/she shall be permitted access to work areas at all reasonable times only for the purpose of adjusting grievances, assisting in the settlement of disputes and for the purpose of carrying into effect the provisions and aims of the Agreement. The AFSCME Representative shall report his/her presence in the area to the Supervisor. This privilege is extended subject to the understanding that work assignments are not, in fact, interfered with. AFSCME representatives will have same privileges as a Steward if the Steward is absent or unavailable.

Section 3. Chapter Chairperson or Vice-Chairperson and Secretary: The Chapter Chairperson, Vice-Chairperson, or Secretary of the Union shall have the same privileges accorded to a Steward or Staff Representative by this Agreement, when it is known that either a Steward or Staff Representative will be absent or unavailable or in those infrequent situations where the steward of the assigned area finds it necessary to refer the matter to the Chapter or Vice Chair. This shall not, however, be deemed to authorize the Chapter Chair or vice Chair to regularly substitute for a steward.

The Chapter Chairperson, Vice-Chairperson and/or Secretary shall be permitted time off with pay for up to a collective total of two hundred fifty (250) hours per calendar year to attend regular and/or special meetings of the Local or Chapter. The Union will provide thirty (30) days notice when possible but no less than five (5) days prior notice. Notice of such meetings shall be made in writing through email or fax to the affected employee's supervisor with a copy to the Chief Deputy.

Section 4. Authorization It is understood that the privileges listed above do not authorize Union officials to be absent from their jobs without authorization granted pursuant to the terms of this Article.

Section 5. Employment Information The Clerk shall provide to the Union, a list of new appointments of employees eligible for the bargaining unit along with their addresses, class titles, department and divisions to which the new employees are assigned when such changes occur.

Section 6. Areas of Activity of the Ohio Council 8 Representative and Chapter Chairperson Whenever problems arise with regard to the interpretation and administration of the Agreement between the Union and the Clerk, the Union president or Chapter Chairperson shall be contacted to participate in the resolution of such problems or difficulties.

Section 7. Paid Leave for Union Activity The Union shall be permitted a total of one hundred fifty (150) hours paid leave to attend Union functions. Said days may be used by Union steward and other bargaining unit members designated by the Union. The Union will provide thirty (30) days notice when possible but no less than five (5) days prior notice.

Section 8. Carry-Over. Unused leave shall not be carried over to subsequent years.

Section 9. National and State Conventions Should a Union officer be elected by the Local to represent the Union at the Union's National or State Convention, the Employer shall provide two and one-half days (2 ½) paid leave for attendance at that convention.

Section 10. Local 101 Offices In the event that an employee is elected President or Vice President of the Union, the Employer agrees to meet with the Union to discuss modification to the employee's work schedule and partial release there from to permit the employee to serve in that position.

Section 11 Orientation A Union representative shall be provided up to thirty (30) minutes to explain union procedures and to answer questions for new employees, within thirty (30) days of hire.

Section 12. File Cabinet The Clerk shall provide a secure file cabinet for Auto Title, the Legal Division, the Eastern Division Court and the Western Division Court. The Union will maintain all keys and shall be responsible for the contents of the file cabinets.

ARTICLE 8 WAGES

Section 1. The Wage Rates in the Wage Addendum (Appendix I) represent a 2.5% increase effective January 16, 2016 through December 31, 2016. If employees covered under the Collective Bargaining Agreement between AFSCME Ohio Council 8, Local 101 and the Montgomery County Board of County Commissioners receive a greater percentage and/or lump sum for 2016, Montgomery County Clerk of Courts employees will receive the same as long as those funds are provided to the Montgomery County Clerk of Courts by the Montgomery County Board of County Commissioners.

Pending ratification by DPSU and BCC Approval All Bargaining Unit employees shall receive a one-time OPERS eligible lump sum of \$40.00.

Not earlier than ninety (90) days prior to December 31, 2016, either party may, by written notice, re-open the contract for the purpose of Negotiating Wages for 2017, if agreed between the parties.

Not earlier than ninety (90) days prior to December 31, 2017, either party may, by written notice, re-open the contract for the purpose of Negotiating wages for 2018, if agreed between the parties.

Section 2. Employees performing the duties of a higher rated Job Title (classification) for longer than one (1) hour shall receive the higher rate of pay (Job Rate) for all time worked during the employee's shift in that higher classification. If the Employee's existing hourly rate is more than the higher rate "Job Rate", the employee shall receive an additional \$1/hour.

Section 3. Branch Offices Shift Differential. Employees who work in one of the branch offices of the Auto Title Division shall be paid an assignment pay of \$1.25 per hour for all hours worked on Saturday in addition to their normal hourly rate of pay. * Moved from Article 9*

(See Appendix I - Wage Addendum)

ARTICLE 9 HOURS OF WORK

Section 1. Public Office Hours and Employee Office Hours. Permanent full-time employees' salary and benefits (including all new hires) are based upon a forty (40) hour work week. The work week of current employees who work a 35 hour schedule shall not be increased unless both the Clerk and the employee agree to a modification of their work week to forty (40) hours.

Where scheduled public and/or employee office hours exceed 40 hours in a work week, individual employee hours shall be staggered to maintain complete coverage of the office(s).

Employees scheduled to work at a Municipal Court location for "Probable Cause" hearings will be scheduled for at least a minimum of three (3) hours on those scheduled days of work. After one and one-half (1-1/2) hours of the "Probable Cause" shift has expired, the employee will contact the Montgomery County Jail to determine whether any County "N/C" (not charged) felony arrests have occurred. If none are in process, the employee may leave work upon completion of two (2) hours of the shift and still be paid for 3 hours.

The work week and pay week begins at 12:01 a.m. on Saturday and ends at 12:00 midnight on Friday.

Notification on Hour Changes: All current hours of operation shall remain in effect unless modified as follows:

Should the Clerk desire to change the current scheduled hours for any Department or Division, he will notify the Union thirty (30) days prior to the intended change and upon request will meet to discuss the reasons for said changes, it being agreed, however, that the final decision on scheduled hours is within the Clerk's discretion so long as (a) no employee's regularly scheduled work week is changed to exceed a total of 40 paid hours (or 35 hours for employees on a 35 hr/wk schedule); (b) there exists a valid operational reason for the change in schedule; and (c) the modified hours are not unreasonable.

Employee Notification When Unable to Report to Work An employee shall notify his/her immediate supervisor or Chief Deputy by telephone as soon as possible but no less than one-half hour before the normal starting time if he/she will be unable to report to work at the beginning of his/her shift. In the event that the employee is not able to call (incapacitation due to serious illness or hospitalization) a member of the employee's family or other person authorized by the employee (as long as the designee is not a co-worker) must notify the supervisor/Chief Deputy.

Section 2. For the purposes of this Agreement, paid vacation leave, paid holidays, paid sick leave, compensatory time, and personal leave days shall be considered as time worked.

Section 3. Break Periods A permanent full time employee shall be granted two (2) break periods per work day of fifteen (15) minutes each, one (1) in the first ½ of the shift and another in the last ½ of the shift. A permanent part time employee shall be granted one (1) break period per work day of fifteen (15) minutes for each scheduled 3.5 hours. Lunch periods shall remain the same. Upon approval of the supervisor, employees may combine breaks and lunch periods to alter their work schedules.

Section 4. In the event that unforeseen circumstances cause the Clerk to terminate operations before normal closing time(s) at some or all the Divisions, employees who are dismissed from work as a result of such closing shall not suffer a loss of pay. Employees who are on leave when the office is closed under this section are not entitled to have their leave time credited.

ARTICLE 10 OVERTIME

Section 1. Rates of Pay

- A. Overtime. The Clerk of Courts will pay overtime at the rate of time and one half the employee's regular hourly rate for all hours worked over forty (40) in any one work week. Payment for overtime shall be made in the pay period which follows the end of each work period.
- B. Interim Time. The Clerk of Courts will pay the employee's regular rate of pay for all hours worked over thirty-five (35) hours up to forty (40) hours in any one work week.

Section 2. No temporary changes in shift assignments will be made for the purpose of avoiding overtime, unless mutually agreed upon in advance of such change.

Section 3. Employees working more than four (4) consecutive hours of overtime shall be entitled to an unpaid break of one (1) hour.

Section 4. Compensatory time will be earned at the rate of one (1) hour for each hour of work for which interim time compensation is required. Compensatory time will be earned at the rate of one and one-half (1 -1/2) hours for each hour of work for which overtime compensation is required. The employee may elect to receive compensatory time in lieu of cash overtime compensation. Employees may accumulate a maximum of forty (40) hours of compensatory time which compensatory time may be utilized with reasonable advance notice and provided the departmental scheduling, core staffing and operational needs are not unduly disrupted by, for example, requiring another employee to work overtime to cover the absence or operating without adequate staffing. Any overtime worked which would cause the employee's total accumulation of compensatory time to exceed forty (40) hours shall be paid in accordance with Section 1 of this Article.

All compensatory time shall be taken with the prior approval of Management. All leave request will be returned to employees within three (3) working days. Compensatory time, if approved is considered planned.

Section 5. Overtime Procedures

1. Voluntary Overtime Procedure. As soon as the employer is aware of the need for overtime but not less than forty-eight (48) hours in advance, the Employer shall post a notice for overtime in the department that the overtime is available and includes the date(s) and the number of employees needed. Employees who sign- up to work the overtime and are qualified to perform the needed task shall be selected on a rotating basis by seniority beginning first with the appropriate department and second the appropriate division. If no employee agrees to work the

overtime and it is forty-eight (48) hours or less before the need for the overtime, the overtime will become required overtime.

2. Required Overtime Procedure. If the employer has forty-eight (48) hours or less advance notice the overtime is required. Employees who are qualified to perform the needed task and are required to work overtime shall be selected on a rotating basis by reverse seniority beginning first with the appropriate division and second the appropriate department.
3. The Employer and the Union recognize that at times, and employee may request and receive approval to work overtime in order to serve a customer or complete a task at the end of their work day.

Section 6. Call In/Overtime. An employee called in to work outside regular scheduled hours will be credited a minimum of two (2) hours pay. If the employee is called in to work in advance of his/her regular work shift the employee will only be paid for hours actually worked. Time and one half will be paid when applicable. Overtime records will be made available for inspection upon request at any reasonable time.

ARTICLE 11 HOLIDAYS

Section 1. Holiday Schedule The Clerk of Courts office and staff will follow the holiday schedule as listed below:

New Year's Day
Martin Luther King Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Friday After Thanksgiving Day
½ Christmas Eve Day*
Christmas Day
½ New Year's Eve Day*

Section 2. If Court sessions, judge's dockets and schedules require that the Municipal Courts and/or Legal Divisions stay open on Christmas Eve and/or New Years Eve, the Clerk shall retain a sufficient number of employees to conduct required operations on either or both of those days based upon reverse order of seniority. Employees who are required to work can elect to either take a floating ½ day holiday at a future date subject to reasonable advance notice or receive the holiday pay plus time and ½ for hours worked.

Section 3. Day Before and Day After In order for an employee to receive his/her regular pay for the holiday, the employee must work his/her regular scheduled day before and his/her regular scheduled day after the holiday. Employees on vacation, compensatory time or any other form of approved leave other than approved sick leave shall be considered as working their regular schedule for pay purposes. This restriction does not apply to employees who are on paid extended sick leave (5 or more working days) or in cases of documented hospitalization, surgery or medical procedure.

Section 4. Holiday Falls on Weekend If a holiday falls on a Saturday, the preceding Friday will be observed as a holiday. If a holiday falls on a Sunday, the following Monday shall be observed as a holiday.

Section 5. If a permanent part time employee is regularly scheduled to work on a day that is a holiday as provided in Section 1, he/she shall receive holiday pay for the number of hours he/she is regularly scheduled to work. Permanent part-time employees who are irregularly scheduled shall not be scheduled to work on a day that is a holiday and shall not receive holiday pay but depending upon work requirements may at the Clerk's option be scheduled for additional work time at future date(s) to replace the holiday hours not worked.

Section 6. Holiday Pay Employees who work on a holiday shall receive holiday pay for their regularly scheduled hours in addition to time and a half pay for all hours worked on the holiday.

Section 7. Holidays for Branch Offices When a holiday falls on a Monday, the branch office employees who work Tuesday – Saturday will observe that holiday on the Saturday immediately preceding the holiday. When a Holiday falls on a Saturday, employees who work Tuesday – Saturday will observe the holiday on Saturday.

ARTICLE 12 VACATION

Section 1. Earned Vacation Leave. Vacation leave is earned by permanent fulltime employees based upon the number of years of service with the Employer. Vacation leave may be used after the pay period in which it is earned provided the employee has completed one (1) year of service with the Employer. Newly hired employees with prior county service shall have that prior service counted for purposes of vacation leave computation. Newly hired permanent full-time employees who have prior service credit from other counties may use their vacation leave after completion of the probationary period.

Section 2. Vacation Leave Computation One (1) year of service shall be computed on the basis of twenty-six (26) bi-weekly pay periods. All permanent fulltime employees shall be permitted to accumulate a maximum number of vacation leave

hours at any given time based upon their length of service credit and regular work week (35 or 40 hours) as follows:

Employee's Service with Employer	Vacation Rate	Vacation Leave Maximum Accumulation
120 days but less than six (6) years	2.716 hrs. per 70 hrs. worked; (.0388 per hr. worked) 3.1 hours per 80 hours worked.	<u>3 yrs. maximum</u> 70 hrs. x 3 = 210 or 80 hrs. x 3 = 240
6 years but less than 12 years	4.025 hrs. per 70 hrs. worked; (.0575 per hr. worked) 4.6 hours per 80 hours worked.	<u>3 yrs. maximum</u> 105 hrs. x 3 = 315 or 120 hrs. x 3 = 360
12 years but less than 18 years	5.425 hrs. per 70 hrs. worked (.0775 per hr. worked) 6.2 hours per 80 hours worked.	<u>3 yrs. maximum</u> 140 hrs. x. 3 = 420 or 160 hrs. x. 3 = 480
18 years or more	6.741 hrs. per 70 hrs. worked; (.0963 per hr. worked) 7.7 hours per 80 hours worked	<u>3 yrs. maximum</u> 175 hrs. x 3 = 525 or 200 hrs. x 3 = 600

On the employee's anniversary date, the 6th year, the 12th year, and the 18th year, the employee will start earning vacation at the higher rate per seventy (70) or eighty (80) hours worked.

Section 3. Vacation Leave Carryover. An employee is entitled to compensation at his/her current rate of pay for any earned but unused vacation leave to his/her credit at time of separation. An employee may not accumulate more than 3 years of vacation leave at their current rate of accrual, except in special or unusual circumstances, the Clerk may permit the employee to accumulate and carryover his/her vacation leave for up to one (1) additional year.

Section 4. In the case of a death of a Clerk of Courts employee, the unused vacation leave and unpaid overtime to the credit of any such employee shall be paid in accordance with Section 2113.04 of the Ohio Revised Code or to his/her estate.

Section 5. Employees shall be allowed time off for vacation at such time as Management determines. However, the wishes of the employee will be taken into consideration when the efficient operation of the department permits. Management and

the Union will discuss the scheduling of vacation time in each department on an annual basis. Employees' vacation requests shall not be unreasonably denied.

During the second (2nd) full week of November of each year, sign-up requests for the following year's vacation will be taken. One (1) week prior to the sign-up deadline, each employee may request to receive a calendar and the number of hours currently available and the number of hours to be accrued in the following year, which combined is the total number of hours that may be requested. Employees shall receive a response to their request within 30 calendar days. If not the employee should ask their supervisor or Chief Deputy for a status of their request. Seniority will be the criteria for approving or disapproving these vacation requests. As with all other requests for vacation, the Supervisors must consider the core staffing levels for their respective departments, but during this week only, seniority with the Clerk of Courts will be the determining factor.

If a vacation request (seniority sign-up or regular request) is denied due to core staffing levels and subsequently the time becomes available. It will then be offered to the first person who was originally denied the request before being granted to another.

Once approved, a vacation request shall only be cancelled by the Clerk in case of emergency or if the employee no longer has sufficient leave available and notification of such shall be given in writing to the employee. If an employee transfers, at his/her request, to a different supervisor or shift after the approval of the vacation request, such request must be resubmitted for reconsideration. A decision by an employee to cancel approved vacation must be communicated in writing to management immediately so that other employees may utilize that time.

Section 6. Employees may take vacation in increments of fifteen (15) minutes. All vacations shall be taken with the prior approval of Management. All non-prescheduled vacation leave requests will be returned to employees within three (3) working days. Vacation requested, if approved, is considered planned.

Section 7. Vacation time shall be considered as time worked for the purpose of computing entitlement to time and one half overtime pay.

ARTICLE 13 SICK LEAVE ACCUMULATION AND USE

Section 1. Employees may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and for illness or injury in the employee's immediate family. Immediate family is defined as husband, wife, mother, father, brother, sister, child, grandchild, grandparents, father-in-law, mother-in-law, guardian, or other relative living in the same household with the employee, including all step-relations at the same level, or any other person who stands in place of the parent. An employee who transfers to the Clerk of

Courts from another public agency in Ohio shall be credited with the unused balance of his/her accumulated sick leave, provided that the time between periods of public service does not exceed 10 years, upon receipt by the Clerk of written confirmation of the accrued time. Unused sick leave shall be cumulative without limit.

When the use of sick leave becomes necessary the employee or some member of his/her immediate family or other person designated by the employee (excluding co-workers) shall notify his/her immediate supervisor or Chief Deputy by telephone as soon as possible within the half hour before the normal starting time. This does not apply to extended planned sick leave.

Employees of the Clerk of Courts are entitled to .0575 per hours of paid sick leave for each completed hour of service to the Clerk of Courts. (Egg. $.0575 \times 70 \text{ hours} = 4.025 \text{ hours}$ and $.0575 \times 80 \text{ hours} = 4.60 \text{ hours}$.)

Section 2. Employees are required to comply with the sick leave rules and regulations instituted by Management. It is understood between the parties that employees failing to comply with such rules and regulations shall not be paid for such leave and such failure to comply may also result in disciplinary action. Application for sick leave with intent to defraud, falsification of a sick leave request and/or falsification of a doctor's certificate may result in dismissal as well as refund of salary or wages paid therefore. Management may request a doctor's statement from an employee where there is indication of abuse of sick leave. If an employee uses 3 or more consecutive days of sick leave, a doctor's note is required and must be submitted by the employee upon return to work. If Management requires a second opinion from a physician of its choosing, the cost of such examination shall be paid for by the Clerk of Courts.

- (A) A doctor's statement may be required when your illness and use of sick leave involves being treated by a doctor, and the illness warrants a statement indicating you may return to your job duties without risk to yourself or your co-workers.
- (B) The proper Union representative will be notified when management detects a pattern of sick leave that indicates the potential for abuse. The Union will then be allowed to conduct a review of the situation and engage in counseling with the employee, which may include but is not limited to informal meetings with the employee's immediate supervisor to resolve the situation.

Section 3. Family and Medical Leave Act. All leave provisions of this contract shall comply with the Family and Medical Leave Act. Paid and unpaid leave taken under this Article shall be counted toward leave which may be taken by an employee under the Family Medical Leave Act.

Section 4. Employees taking retirement or disability retirement under the Public Employees Retirement System and the estate of employees who die while employed full time with the Clerk of Courts shall receive cash payment for accumulated sick leave

at the employee's base rate of pay at the time of separation at the rate of one (1) hour of pay for every two (2) hours of accumulated balance for the first 1500 hours, up to a maximum of 750 hours total.

ARTICLE 14 BEREAVEMENT LEAVE

Section 1. Sick leave will be granted not to exceed five (5) working days per occurrence for the funeral of a member of an employee's immediate family, contingent upon the employee having a sufficient balance of accumulated sick leave.

Section 2. Immediate family is defined as husband, wife, mother, father, brother, sister, child, grandchild, grandparents, father-in-law, mother-in-law, guardian, or other relative living in the same household with the employee, including all step-relations at the same level, or any other person who stands in place of the parent.

Section 3. Sick leave will be granted not to exceed three (3) working days per occurrence for the funeral of a member of an employee's extended family, contingent upon that employee having a sufficient balance of accumulated sick leave.

Section 4. Extended family is defined as grandparents-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, including all step relations at the same level.

Section 5. Sick leave will be granted not to exceed two (2) working days per occurrence for the funeral of a member of the employee's distant family, contingent upon the employee having a sufficient balance of accumulated sick leave credit.

Section 6. Distant family is defined as aunts, uncles, nieces and nephews, including all step-relations at the same level.

Section 7. Employees may use (vacation, personal and comp time) or unpaid leave to attend funerals covered and not covered in Sections 2, 4, and 6 subject to Employer's prior consent.

Section 8. Employees on Bereavement Leave shall not face disciplinary action for taking that leave.

ARTICLE 15 LEAVE OF ABSENCE

Section 1. Leave Without Pay

- A. Upon written request, leave without pay for personal reasons, not including illness or injury, may be granted for periods not in excess of one hundred eighty (180) calendar days upon approval by and at the discretion of the Clerk of Courts. Such leave of absence shall not be counted as time in service for purposes of determining seniority (except as provided by Seniority Article) sick leave or vacation rights. The total unpaid leave days shall not exceed one hundred eighty (180) calendar days. Upon return from such leave, the employee will be reinstated in his/her old classification, or one of equal grade. Employees who are granted a leave of absence must first expend all paid leave other than sick leave.
- B. Should an employee wish to return before the expiration of his/her leave without pay, he/she may do so after giving his/her immediate supervisor at least ten (10) calendar days written notice of his/her wish to return.
- C. If the employee on leave without pay fails to return to work at the expiration or cancellation of a leave of absence without securing an extension in a timely manner prior to the expiration date of such leave, he/she shall be deemed to be absent without leave, and may be discharged. However, the purpose of his/her failure to return may be considered.
- D. If an employee requests leave of absence without pay for medical reasons, he/she shall submit a doctor's certificate stating the nature of the illness or injury and the estimated time required for recovery. If an employee requests an extension of a leave of absence without pay for medical reasons, an additional doctor's certificate will be required, which shall likewise contain the information listed above. Unless the leave is otherwise required under the Family Medical Leave Act, approval shall be at the Clerk's discretion.

ARTICLE 16 LEAVE DONATION PROGRAM

Section 1. Donation of Vested Leave

In cases of personal hardship to a bargaining unit employee brought on by catastrophic or prolonged illness or injury, where the employee has exhausted or is expected to exhaust all accumulated, unused paid leave as a result of the catastrophic or prolonged illness or injury, the Clerk of Courts and the Union may, but are not required, to enter into an agreement pursuant to the following guidelines to assist the affected employee through the donation. Any decisions made by the Clerk of Courts and the Union through the Joint Committee established under this section shall be final, and the same shall not be subject to the grievance and arbitration procedure.

Section 2. Definitions. Employees volunteering to donate to the program may pledge vacation, compensatory time, personal leave or up to sixteen (16) hours of sick leave. An employee must have a minimum of eighty (80) hours of sick leave before donating sick leave.

Section 3. Definition of "Catastrophic or Prolonged Illness or Injury"

The "catastrophic illness or injury" must be unexpected and medically significant requiring ongoing medical attention. A "prolonged illness or injury" is one in which the illness or injury causes or is expected to cause the employee to be absent from work for more than 10 working days per occurrence. The catastrophic or prolonged illness or injury can be suffered by the employee or immediate member of the employee's family. This includes spouse, child, parent or sibling. Pregnancy and/or maternity complications may be included within this program.

Section 4. Joint Committee

The Clerk of Courts will appoint three (3) members on an annual basis. The Union will appoint three (3) members on an annual basis. The Joint Committee will meet to review requests for additional paid leave under this section. Any decision of the Joint Committee shall be final, and it shall not be the subject of a grievance or arbitration.

Section 5. Applications for Donation

Applications for catastrophic or prolonged illness or injury vested leave donation must be submitted to the Chief Deputy of the employee's Department of the Clerk of Court's office. Upon receipt, all applications that meet the requirements of Section 2 shall be forwarded to the Joint Committee.

Under no circumstances may an employee contact other employees with the purpose of soliciting leave donations. If an employee does solicit donations, they will be removed from the leave donation program.

Section 6. Where an employee does not qualify for leave donation due to catastrophic or prolonged illness or injury, upon approval of the Clerk employees may donate vacation, compensatory time, or personal leave.

ARTICLE 17 MILITARY LEAVE

Section 1. All permanent employees of the Clerk of Courts are entitled to paid military leave.

Section 2. Permanent employees who are members of the Ohio organized militia or members of other reserve components of the armed forces of the United States, including the Ohio national guard, are entitled to leave of absence from their respective positions without loss of pay for the time they are performing service in the uniformed services, for periods of up to one month, for each calendar year in which they are performing service in the uniformed services.

Section 3. As used in this Article:

(a) "Calendar year" means the year beginning on the first day of January and ending on the last day of December.

(b) "Month" means twenty-two eight-hour work days or one hundred seventy-six hours within one calendar year.

(c) "Permanent public employees" and "uniformed services" have the same meanings as in Ohio Rev. Code Section 5903.01.

Section 4. Except as otherwise provided in Section 5, any permanent employee who is entitled to the leave provided under Section 2, and who is called or ordered to the uniformed services for longer than a month, for each calendar year in which the employee performs service in the uniformed services, because of an executive order issued by the president of the United States, because of an act of congress, or because of an order to perform duty issued by the governor pursuant to Ohio Rev. Code Section 5919.29 is entitled, during the period designated in the order or act, to a leave of absence and to be paid, during each monthly pay period of that leave of absence, the lesser of the following:

(1) The difference between the permanent employee's gross monthly wage or salary and the sum of the permanent employee's gross uniformed pay and allowances received that month;

(2) Five hundred dollars.

Section 5. No permanent public employee shall receive payments under Section 4 if the sum of the permanent employee's gross uniformed pay and allowances received in a pay period exceeds the employee's gross wage or salary as a permanent employee for that period or if the permanent employee is receiving pay under Section 2.

Section 6. Each permanent employee who is entitled to leave provided under Section 2 shall submit to the Clerk of Courts the published order authorizing the call or order to the uniformed services or a written statement from the appropriate military commander authorizing that service, prior to being credited with that leave.

Section 7. The parties shall comply with all applicable federal and state laws relative to accrual of seniority and benefits and right to reinstatements upon completion of military duties.

ARTICLE 18 JURY DUTY/COURT APPEARANCE

Section 1. Any employee required to serve on a jury before a court empowered by law to require such service shall be released from duty and be paid his regular full pay for hours he would otherwise have worked. He/she shall notify their supervisor fourteen (14) days prior to such jury service date, if possible. An employee who is on paid leave is entitled to keep the jury pay.

Section 2. An employee required to appear before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena to testify concerning work related matters, shall be released from duty and be paid his regular full pay for hours he would otherwise have worked. An employee who receives a subpoena shall notify his/her supervisor as soon as possible.

Section 3. Compensation received from a court for jury service or for witness fees in situations as indicated in Sections 1 and 2 above, shall be paid by the employee to the Montgomery County Treasurer.

Section 4. An employee shall not be compensated for time spent to pursue legal action as a plaintiff, defendant, petitioner or respondent.

ARTICLE 19 PERSONNEL RECORDS

An employee shall receive a copy of his evaluation and shall have access to his personnel folder, upon reasonable notice to the custodian thereof. Such access to personnel records kept in any location shall be within two (2) working days of said request with inspection of the records to be made in the presence of an Employer representative. It is understood between parties to this Agreement that this access does not include employer inquires and references. An employee may compile and date a list of the documents he finds in his personnel folder and insert a copy of that list in his folder.

An employee may make written request for copies of materials in his personnel file which the Employer can legally provide. Copies will be provided at a time and in a manner determined by the Management. The employee shall bear all costs associated with duplication when the request is unreasonable or excessive. Employees are entitled to no more than one copy of the contents of their file at no cost. Additional copies are available at the cost normally charged for third party public record requests.

ARTICLE 20 BULLETIN BOARDS

Section 1. All non-public Employer bulletin boards as presently provided and as may be installed in the future by the Employer may be used by the Union for posting notices of the following types:

- A. Recreational and social events;
- B. Union elections and election results;
- C. General membership meetings and other related business meetings; and
- D. General Union business of interest to members.

Section 2. With prior approval from the Employer, the Union will be permitted to use inter-office e-mail to notify bargaining unit members of Union meetings and special notices and information.

ARTICLE 21 HEALTH BENEFITS

Section 1. The benefits provided for herein shall be provided through group coverage by the Montgomery County Board of County Commissioners hereinafter "the County" or "Montgomery County"). The Montgomery County Clerk of Courts employees will receive the same health benefits and be subject to the same terms and conditions and premium sharing as are now or in the future will be provided in the Contract between the Montgomery County Commissioners and AFSCME Local #101 for the term of this agreement (the "Montgomery County Health Benefits Plan").

Employees may contribute to the Flexible Spending Account, either the Health Care Account or the Dependent Care Account or both, by redirecting a portion of their pre-tax income. Such salary redirection will be subject to all provisions of the IRS Chapter 125 and may be subject to change by the Montgomery County Commission. Employees will be notified in advance of any changes.

Section 2. As required by the Consolidated Omnibus Budget Reconciliation Act of 1985, employees and eligible dependents who are covered under Montgomery County health care plans will have the opportunity to temporarily extend coverage in certain instances where coverage would otherwise end. Continuous coverage ranges from 18-36 months under certain conditions.

ARTICLE 22 BLOOD DONORS/WELLNESS

Section 1. Pending supervisory approval, the Employer shall provide adequate time off with pay for employees for the purpose of donating blood in a recognized blood

donor program or wellness Activities or Assessments authorized by Montgomery County, where such program/activity is conducted at the employee's work site/building.

Where the program/activity is conducted at an off site County Facility, the Employer shall provide up to 1.5 hours time off with pay for employees to attend.

ARTICLE 23 LAYOFFS - RECALL

Section 1. Layoff and Bumping Whenever it becomes necessary due to lack of funds, lack of work or abolishment of classification within the Clerk's office, all emergency, provisional, temporary, seasonal, probationary and part time employees shall be laid off first before any reduction is made in the permanent work forces. Permanent employees shall be laid off in order of their seniority within the affected position classifications with that employee having the lowest seniority within the position classification within the department being laid off first then continuing in like manner until the required reduction in work force has been accomplished. In the event an employee is laid off, he/she may receive payment for earned but unused vacation with his/her final check.

In the event a layoff occurs, the affected employee (s) may bump employees in an equal or lower paying classification within the bargaining unit who have less overall seniority provided that the bumping employee has previously held the position of the employee he/she displaces. The employee who is bumped may then exercise his/her bumping rights, if any.

Employees may bump into positions in an equal or lower paying classification which they have not previously held, provided they have demonstrated the minimum qualifications for the position and subject to the successful completion of forty five (45) working days probationary period in the new position. If the employee does not successfully complete the probationary period, he/she may be laid off.

Section 2. Recall Order Permanent employees who are on layoff shall be recalled in reverse order of their layoff, within a position classification, with the last employee laid off being the first to be called back and continuing in like manner until the required number of employees has been obtained.

Section 3. Recall Notification Each employee to be laid off shall be given advance written notice of the layoff by the Clerk stating the reasons therefore. Such written notice shall be hand delivered to the employee at work or mailed certified mail to the last address on file with the Clerk. If hand delivered, such notice shall be given at least thirty (30) calendar days before layoff and the day of hand delivery shall be the first of the thirty (30) day period. If mailed, such notice shall be given 35 calendar days before layoff and the day posting shall be the first day of the 35 day period.

Each employee recalled from layoff shall be notified of the offer of recall by certified letter addressed to the last known address. Each employee shall be allowed five (5) calendar days from the receipt of the letter to notify the appointing authority of his/her intent to return to work, and an additional fourteen (14) calendar days to return to active service, if employed; otherwise, five (5) calendar days to return to work if unemployed.

If the employee declines the offer of recall, the next employee on the recall list shall be notified in accordance with the above paragraph.

In the event of extenuating circumstances (e.g. illness, injury, or other good cause) preventing the employee from returning to work within the fourteen (14) day limit, the Clerk may grant a reasonable extension, but not to exceed forty five (45) days.

For purposes of recall, it shall be the employee's responsibility to have a current address and phone number on file with the appointing authority.

Section 4. Recall Rights An employee recalled to a job not within his/her position classification shall retain a right of recall to a vacancy existing within his/her original position classification for two (2) years or the duration of his/her seniority whichever is lower. If at any time during the period of callback an employee shall refuse a call to a job within his/her laid off position classification, he/she shall forfeit his/her prior seniority rights and his/her job seniority shall begin to accumulate as of the first day of employment in his/her new position classification and/or work unit.

Section 5. Seniority is defined as length of continuous service with the Clerk of Courts. Where employees have the same hire date, seniority shall be based on the highest last 4 digits of the employees social security number.

ARTICLE 24 VACANCY, BIDDING and PROMOTIONS

Section 1. Vacancy and Bidding

When the Clerk determines a bargaining unit vacancy exists and wishes to fill the vacancy, the Employer shall post an internal notice of said vacancy on the bulletin boards at all locations. The notice shall be posted for five (5) business days. Additionally, a copy of the posting will be sent to the Union. The notice will include the job classification, department/job within the division, required experience, rate of pay, the shift, and location of the job. Those individuals who wish to be considered for the posted job must file a written application with Human Resources by the end of the five (5) business day posting period.

All applications timely filed will be reviewed by Human Resources. Selection for bargaining unit positions will be made on the basis of skill, experience, demonstrated behavior and performance in the employee's existing job as set forth in the employee's evaluations and the ability to perform the work in question. If the skill, experience, demonstrated behavior and performance in the employee's existing job and ability to

perform the work of two (2) or more applicants currently in the bargaining unit are equal, continuous seniority shall determine the selection for all full time and regular part time employees.

Section 2. Promotions

When an employee receives a promotion within the bargaining unit, that employee shall receive a minimum wage increase of twenty-five (25) cents per hour or the rate on the posted vacancy notice, whichever is higher.

ARTICLE 25 PERSONAL/EMERGENCY LEAVE

Section 1. All permanent full-time employees who have completed their initial probationary period will be provided three days (21 or 24 hours) of personal/emergency leave. Thereafter all employees shall receive their personal/emergency leave (21 hours or 24 hours as applicable) at the beginning of each calendar year. Permanent part-time employees who have completed their initial probationary period will be provided three (3) of their regularly scheduled work days (up to 15 hours) of personal/emergency leave and thereafter will have available personal/emergency leave equivalent to three (3) of their regularly scheduled work days per year (up to 15 hours) under the same terms and conditions as all permanent full-time employees.

Section 2. When possible, requests for personal/emergency leave must be given to the immediate supervisor in advance. Personal/emergency leave may be taken in one (1) hour increments when scheduled in advance. Employees may take leave in four (4) hour increments if requesting leave within the half hour before the normal starting time. Employees may take personal leave in actual hours used if the employee request and receives approval to leave early. The use of personal/emergency leave will not count as an unplanned occurrence.

Personal leave may not be carried over into the next year. Employees will receive pay for all personal leave balances as of December 31, to be paid in January of the following year.

Section 3. Personal/emergency leave shall be considered as time worked for the purpose of computing entitlement to time and one half overtime pay.

Section 4. All employees shall receive six (6) hours of other time for each 6 month period (January to June; July to December) of perfect attendance. This time shall be used or cashed out within the following 18 months. Sick leave used in conjunction with two (2) planned absences for physician appointments up to 4 hours each, within the 6 month period shall not apply with regards to this section.

ARTICLE 26 PERFORMANCE, DISCIPLINE AND DISMISSAL PROCEDURE

Section 1. Definitions

A. Coaching and Counseling's

Coaching and counseling's are educational discussions between management and employees intended to assist the employee in work performance or behavior. These are not a form of discipline or a required part of the formal progressive disciplinary steps. While the Union does not participate in coaching and counseling's, an employee may request a follow-up meeting with a Union representative and the supervisor to engage in additional discussion. Coaching and counseling's shall remain active for six (6) months (calendar year for tardiness) from date of issuance, as long as there are no similar infractions. Coaching and counseling's for unplanned absences shall remain active for ninety (90) days as long as there are no similar infractions.

B. Formal Disciplinary Action

Formal Discipline is progressive action taken with regard to an employee's work performance or behavior. Disciplinary action includes Step 1 – Verbal Warning, Step 2 - Written Reprimand, Step 3 – Suspensions, Step 4 - Reductions in rank and/or Dismissals. Coaching and counseling's are not required before formal disciplinary action can commence. Verbal warnings are oral instructions given to an employee to assist the employee in work performance or behavior and shall be documented with copies given to the employee and the union. Steps in the progressive disciplinary process may be skipped and more severe discipline or discharge imposed, depending upon the seriousness and/or repetition of the offense. Disciplinary actions shall be documented and copies shall be given to the employee and the Union.

Section 2. Time for Initiating Formal Disciplinary Action

Disciplinary action shall be only for just cause, however, when the Clerk of Courts takes any disciplinary action resulting from charges against an employee, said action will be initiated no later than thirty (30) calendar days following knowledge by the supervisor of the event or most recent of a series of events upon which the disciplinary action is based. This time limit may be waived by mutual agreement of the Employer and the Union.

Section 3. Pre-Disciplinary Hearing Procedure

When the Employer contemplates suspending, reducing in rank or dismissing an employee or actually takes such action, a disciplinary hearing must be held. Depending on the seriousness of the allegations, such employee may be placed on paid administrative leave pending a hearing thereon. If the matter involves a documented accusation of serious misconduct involving criminal activity the leave may be without pay provided a pre-disciplinary conference is scheduled to be held within the next three (3) business days to determine whether such unpaid leave shall be continued. While an employee has the right of Union representation when a Verbal Warning or Written

Reprimand is presented, a formal pre-disciplinary hearing is not required for Verbal Warnings or Written Reprimands.

A. Pre-Disciplinary Hearing Notices

Prior to or simultaneously with any Suspension, Reduction or Dismissal, the Clerk shall deliver or mail a copy of the Charges and Specifications to the employee, the Chapter Chairperson and the Union Staff Representative.

B. Pre-Disciplinary Hearings

The hearing on said Charges and Specifications will be held no sooner than five (5) calendar days from the date of receipt by a Union official. Should the Union fail to receive a copy of the Charges and Specifications as prescribed herein, upon request by the Union, the hearing shall be rescheduled by the Clerk. The Charges and Specifications shall state the alleged violations and set the time and place for a hearing before the Chief Deputy Clerk or his/her designated representative.

Section 4. Appeals of Disciplinary Actions

When any disciplinary action listed above is taken, the employee shall have ten (10) calendar days) days from the effective date of the suspension, reduction or dismissal in which to file his/her grievance and to invoke the grievance and arbitration procedure.

Disciplinary action involving any suspension, a reduction in rank or dismissal may be appealed through the grievance and arbitration procedure set forth in the Agreement and shall immediately move to Step 3 in cases where the Chief Deputy served as the hearing officer, or to Step 4 (mediation) or to Step 5 (arbitration) in cases where the Clerk of Courts served as the hearing officer.

Section 5. Union Representation at Disciplinary Meetings

At any time the Clerk conducts a disciplinary meeting with an employee for the purpose of determining whether or not the employee has committed an infraction which could result in disciplinary action of record (Verbal Warning, Written reprimand, suspension, or dismissal), the employee will be entitled to Union representation. Unless the Employer agrees to additional attendees, Union representation shall consist of one Steward, a Chapter Officer and at the Union's discretion an AFSCME Staff Representative. So long as a Steward is present, the unavailability of a Staff Representative shall not delay the Employer's right to impose a Verbal Warning or written reprimand upon an employee.

If Union representation is not permitted by the Employer because the matter does not involve potential discipline of that employee, an employee who requests representation pursuant to this Section may require the supervisor to verify in writing that said request was denied or that Union representation is not necessary. A copy of the written verification shall be given to the employee immediately after signing by the supervisor or as soon as possible thereafter.

Section 6. Duration of Disciplinary Action

Verbal and Written Reprimands will remain in an employee's file for twelve (12) months subsequent to the date of reprimand. Suspensions will remain in an employee's file for two (2) years subsequent to the date of suspension. All rights to have a disciplinary action removed from the employee's personnel file shall be waived until the expiration of the latest reprimand or suspension if a second offense occurs within the time period that the disciplinary action is active in the employee's file.

ARTICLE 27 GRIEVANCE / ARBITRATION

Section 1. Definitions

A. Grievance A grievance is defined as a difference, dispute, or complaint between the Union and the Employer or between the employees covered herein and the Employer over the interpretation or application of the contents of this Agreement.

B. Policy Grievance A policy grievance is defined as a grievance that applies to all similarly situated employees in the bargaining unit.

C. Group Grievance A group grievance is defined as a grievance that applies to more than three (3) employees on the same or similar issue(s).

D. Day: The word "day" as used in the grievance procedure is defined to mean "calendar day" unless otherwise specified.

Section 2. Waivers/Extensions It is understood that the time limits imposed in this Article may be extended at any step by mutual written agreement. Likewise, any step in the grievance procedure may be eliminated by mutual consent.

Section 3. Policy Grievance Procedures

A. Pre-Grievance Meeting: Before a policy grievance is filed, the Union must request within ten (10) calendar days of the occurrence of the event giving rise to the grievance to meet with the Employer to discuss the issues involved with the potential grievance in an honest and earnest effort to attempt to resolve the problem or concern. The Union and the Employer may have those representatives or witnesses present at this meeting who are considered necessary.

B. If the parties are unable to resolve the problem or concern in pre-grievance meeting, the Union may file a grievance beginning at Step 3 within seven (7) calendar days after completion of the pre-grievance meeting.

Section 4. All Other Grievance Procedures

A. Pre-Grievance Meeting: In an honest and earnest effort to settle grievances informally before resorting to the following steps and procedures, the employee and a union representative are encouraged to first discuss the complaint with the first line supervisor and attempt to resolve the dispute. The parties may mutually agree to waive the pre-grievance meeting.

B. Filing a Grievance In the event the dispute is not resolved in accordance with the above paragraph, the grievance shall be reduced to writing, signed by the employee and his/her steward, and filed with the employee's immediate supervisor at the first step within (10 calendar days) of the occurrence.

The grievance shall be prepared in four (4) copies by the grievant and given to the immediate supervisor under Step 1. The supervisor shall make distribution of said copies as follows

- 1 copy to the immediate supervisor
- 1 copy to the Chief Deputy Clerk
- 1 copy to the Clerk of Courts
- The fourth copy shall be retained by or forwarded to the employee or his/her representative

If through inadvertence, a copy is not distributed pursuant to the above, it shall not prejudice the grievance.

STEP 1 The immediate supervisor or his/her designee shall meet with the employee and his/her steward, and answer the grievance in writing to the employee and his/her steward within ten (10) calendar days after receipt of the grievance. If the grievance is not satisfactorily resolved, or answered within the required ten (10) calendar days, the Union may refer the grievance to the second step of the grievance procedure. If the Union does not refer the employee's grievance to the second step of the grievance procedure within ten (10) calendar days after receipt of the answer rendered in this step, the grievance shall be considered settled.

STEP 2 If the grievance is not settled at Step 1, the grievance, along with all correspondence, shall be referred in writing to the Chief Deputy Clerk by the Union. The Chief Deputy Clerk or his/her designee shall meet with the employee and his/her representative and answer the grievance in writing to the employee and his/her representative within ten (10) calendar days after receipt of the grievance. The Employer and the Union may each have no more than four (4) representatives at the grievance meeting. The Union and Employer are limited to no more than two (2) employees as representatives. Both the Union and Employer have the right to call such witnesses as are necessary to the investigation of the grievance.

If the grievance is not settled, the Union may refer the grievance to the third step of the grievance procedure. If the grievance is not referred to the third step within ten (10) calendar days after receipt of the answer rendered in this step, the grievance shall be considered settled.

STEP 3 If the grievance is not settled at Step 2 (or at the pre-grievance meeting for policy grievances), the grievance, along with all correspondence, shall be referred in writing to the Clerk of Courts by the Union. The Clerk of Courts or his/her designee shall meet, if necessary, with the employee and his/her representative and answer the grievance in writing to the employee and his/her steward within ten (10) calendar days after receipt of the grievance. The Clerk will state in his/her response whether or not he/she agrees to use mediation through FMCS. The Employer and the Union may each have no more than four (4) representatives at the grievance meeting. The Union and Employer are limited to no more than two (2) employees as representatives. Both the Union and the Employer have the right to call such witnesses as are necessary to the investigation of grievances.

If the grievance is not settled, the parties may mutually agree to refer the grievance to mediation within ten (10) calendar days after receipt of the Clerk's response. If the parties do not mutually agree to mediation, the Union may refer the grievance to the arbitration procedure. If not referred to the arbitration procedure within ten (10) calendar days after receipt of the answer rendered in this step, the grievance shall be considered settled.

STEP 4 Mediation

The parties may mutually agree to use the mediation procedure through the Federal Mediation and Conciliation Service (FMCS) to resolve any differences before proceeding to arbitration. Mediation shall be non-binding upon the parties unless the parties mutually agree otherwise. If the grievance is not resolved through mediation, the Union may refer the grievance to the arbitration procedure. If not referred to the arbitration procedure within ten (10) calendar days after receipt of the mediator's recommendation rendered in this step, the grievance shall be considered settled. Use of the mediation step shall not impair the parties' rights to arbitrate a grievance provided timely referral of the matter to arbitration occurs.

STEP 5 Arbitration

A. Within ten (10) work days after receipt of the written notice of intent to file under the arbitration procedure, Clerk of Courts or his/her authorized representative and not more than two (2) other representatives of the Employer and the Staff Representative or his/her authorized representative and not more than two (2) other representatives of the Union may meet for the purpose of attempting to resolve the dispute and/or selecting an impartial arbitrator. If an agreement is not reached at this meeting or no meeting takes place, the Union must submit a letter with a copy to the Clerk no later than forty five (45) days after completion of Step 3 (or Step 4 if used) requesting a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS). An arbitrator shall be selected in accordance with the FMCS voluntary labor arbitration rules, unless the parties

mutually select an arbitrator. A date for arbitration shall be set as soon as possible in accordance with the scheduling requirements of the Employer, the Union and the availability of the arbitrator.

B. All decisions of arbitrators and all pre-arbitration grievance settlements reached between the Employer and the Union shall be final and binding on the Clerks, the Union, and the employees. Pre-arbitration grievance settlements shall not necessarily establish a precedent for future relationships between the Union and the Employer unless specifically stated. Both Employer and the Union shall share equally in the expenses and fees of the arbitrator and other expenses incident to the arbitration hearing. The parties shall pay for their own expenses incurred.

C. The arbitrator shall neither add to nor subtract from nor modify the language of this Agreement in arriving at a determination within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case to him/her.

ARTICLE 28 PROBATIONARY PERIOD

Section 1. New Employees

New employees shall serve a probationary period of one hundred twenty (120) days subject to the Employer's then existing probationary requirements. Said period may be extended for such time as may be agreed to by the Employer and the Union. An employee shall be entitled, during the probationary period to processing of grievances which only concern matters not related to discipline or job performance evaluations.

Section 2. Promotions and Transfers

An employee who is promoted or who transfers to a position in another department within the Clerk of Courts office shall serve a probationary period of seventy five (75) days during which the employee will be given the necessary time and training to perform the job. If during that period the employee is determined by the Employer to not be qualified for the position, he/she shall be given a written notice setting forth the reasons he/she are deemed not qualified.

At any time during the probationary period the employee may elect to return to their former classification or the Employer may direct the employee to return to the former classification. An employee who returns to his/her former classification shall have all rights under Article 23 (Layoff) in the event that the former position has been filled as a result of the employee's transfer or promotion.

Decisions to return an employee to his/her former position are only grievable to Step 3 of the grievance procedure and are not subject to arbitration.

ARTICLE 29 SENIORITY

Section 1. Seniority shall be defined as the duration of time an employee has been employed on an uninterrupted basis with the Clerk's office.

Section 2. Employees hired on or before May 3, 1993 -- the date of the original agreement signing -- with the Montgomery County Clerk of Courts who had previous employment with the Clerk, seniority will have their seniority determined by their date of hire with the Montgomery County Clerk of Courts.

Section 3. An employee's seniority shall cease and his employment terminated upon any of the following:

- a. Resignation or "Quit";
- b. Termination for just cause;
- c. Retirement (Years of service and/or retirement disability);
- d. Layoff in excess of twenty four (24) months;
- e. Involuntary, voluntary or disability separation, in accordance with County policy;
- f. Absence from work (resulting from non-work related injury or illness in excess of retained paid leave unless there is protection applied under the provisions of the FMLA). The employee may apply for a leave of absence under Article 15.

Section 4. Employees shall continue to be eligible for health insurance coverage as follows:

- a. After resignation or quit - as determined by COBRA;
- b. During layoff for a period of ninety (90) days after which as determined by COBRA;
- c. During military leave in excess of 31 days - as determined by COBRA and USERRA;
- d. During absence from work (resulting from work related injury or illness compensated by workers compensation) for a maximum of twelve (12) months.

e. Absence from work (resulting from non work related injury or illness for a maximum of retained leave or six (6) months, whichever is longer, unless there is protection applied under the provisions of the FMLA). The employee may apply for a leave of absence under Article 15.

Section 5. On or around January 15 and July 15, the Employer shall provide one (1) copy of the seniority list to the Staff Representative and one copy to the Chapter Chairperson.

ARTICLE 30 LABOR-MANAGEMENT COMMITTEE

A Labor-Management Committee shall be established which shall meet on request of the Clerk or Union to discuss matters of mutual interest of the Employer and the Employees covered by this Agreement. The Labor-Management Committee shall consist of no more than six (6) members, half of which shall be appointed by the Union and half appointed by the Employer. Each party may invite additional personnel, if their input is germane to the agenda. Meetings will be held (bi-monthly), however, they can be held at any other time at the request of either party. An agenda shall accompany the request for the meeting and the meeting shall be scheduled within five (5) work days after receipt of the request. It is understood by the parties that grievances are not a proper subject for discussion in Labor-Management meetings.

Once selected, the labor-management committee may attend a refresher training conducted by the Federal Mediation and Conciliation Services at the initial selection of the committee, with the understanding that committee members will be selected and serve for the duration of this contract. Should an employee of this committee resign their position with the Clerk's office, or with the committee, a new person will be appointed by the appropriate party. Training will be limited to a maximum of four people from each party.

ARTICLE 31 SUCCESSOR

This Agreement shall be binding upon the successors and assigns of the parties hereto.

ARTICLE 32 MILEAGE AND PARKING

1. Employees shall receive mileage reimbursement for the authorized use of private automobiles on County business. Reimbursement forms must be filed showing the date and time of travel, location, and an accurate representation of mileage accumulated. When approved by Management, mileage will be reimbursed at the rate per mile currently approved by the Montgomery County Board of County Commissioners.

2. When an employee is required to fill in at a location other than where they reported for work, they will be paid mileage to the new location and parking at the new location when necessary. Mileage will be reimbursed in accordance with Section One of this article. Mileage will be paid at the same rate as in Section 1. Reimbursement forms must be filled out in accordance with Section One of this Article.
3. If the Board of County Commissioners provides free or reduced parking in the County garage for all of its bargaining unit employees, employees covered by this Agreement shall be entitled to the same benefit.

ARTICLE 33 EFFECT OF LAWS AND SAVINGS CLAUSE

This Agreement is subject to all existing or future federal, state and municipal laws, ordinances, rules and regulations and shall be interpreted whenever possible so as to comply fully with such laws and with any judicial decision interpreting them. In the event that any provision of this Agreement is found to be contrary to law by a court or other authority having jurisdiction, it shall be void, but the remainder of the Agreement shall remain in effect. This Agreement shall be reopened on the invalidated Article, Section or portion of the Agreement and the Clerk and the Union shall meet within ten (10) calendar days to negotiate a lawful Article, Section or Portion of the Agreement. This agreement and side bars constitutes the entire contract between Employer and Union and settles all demands and issues with respect to all matters subject to collective bargaining.

ARTICLE 34 PRINTING OF CONTRACT

The Employer shall provide one (1) printed and one (1) electronic copy of the final contract to the Union for review. Each party agrees to assume the responsibility and associated costs of printing additional copies of the Contract, unless the parties mutually agree to do so otherwise.

ARTICLE 35 DURATION OF AGREEMENT

Section 1. Effective Dates This Agreement shall be effective January 1, 2016 and shall remain in effect through December 31, 2018 and shall continue thereafter for successive periods of twelve (12) months, unless either party to this Agreement on or before ninety (90) days prior to the expiration of such period, notifies the other party, in writing of its intention to terminate this Agreement. Failure to provide such notice shall automatically renew the Agreement for another one (1) year period. Within ten (10) days after receipt of such notice, a conference shall be arranged between the parties hereto and such conference shall be held at a time agreeable to the parties.

ARTICLE 36 DOMESTIC VIOLENCE

Section 1. Leave Time. Employees shall have the right to use sick leave, personal leave, vacation leave, compensatory time, and any other paid leave for medical appointments, legal proceedings, or other activities related to domestic violence perpetrated against the employee. Such absences shall not be counted against the employee under any attendance policy for disciplinary purposes, and may be taken without prior approval.

If all paid leave has been exhausted and additional periods of leave are needed to attend to medical, legal, or other matters related to domestic violence, the employee may apply for unpaid leave under Article 15.

Section 2. Transfers And Work Schedules. In order to provide assistance to an employee experiencing domestic violence and to provide a safe work environment to all employees, the Employer shall make every effort to approve requests from employees experiencing domestic violence for transfers to other worksites and/or changes in work schedules.

ARTICLE 37 PROHIBITION OF STRIKES AND LOCKOUTS

Section 1. Neither the Union or any employee shall take part in, cause, or aid any strike, slowdown, picketing (so as to encourage employees not to work), or any interference with the operations of the Clerk of Courts during the term of this agreement. The Employer shall not lockout any employees during the term of this Agreement and the Union shall have all rights at law and equity to prevent such action. In addition to other rights and remedies prescribed by law, the Employer shall have the right to discipline employees violating this section, and no such discipline may be set aside unless the employee is found innocent of any violation of this section. This section shall not deny the Union's right to grieve on behalf of the disciplined non-probationary employees.

Section 2. If there is an unauthorized strike, work stoppage, interruption or impeding of work, or other job actions designed to change the course of or influence the negotiation process, the Union together with its employees and agents shall publicly denounce said strike, work stoppage, interruption or impeding of work; disclaim approval, order those taking part in such strike, work stoppage, interruption or impeding of work to return to work immediately and instruct all interested employees of the Employer or other employers, that said strike is not authorized and that work shall be continued. Employees engaged in such activity as defined herein shall be subject to appropriate discipline.

ARTICLE 38 LIMITED TRANSITIONAL DUTY

Section 1. Transitional duty work within or assisting the Clerk of Courts Departments and Divisions may be assigned to physically capable employees at the sole discretion of the Clerk or his/her designee to a temporarily disabled employee whose injury or illness is work related and who is otherwise eligible for lost time wage benefits under a workers' compensation claim. Such assignments may be for periods of up to 90 days and may be extended as the Employer determines appropriate. During such periods of transitional duty, the employee shall continue to receive his regular rate of pay and be entitled to all benefits under this Agreement. Disputes over an employees' physical ability to perform said transitional duty shall be resolved by medical examination by a qualified professional duly selected by the Clerk of Courts and Employee and paid for by the Employer.

Such assignments shall not result in the displacement of employees from their regular job assignments unless agreed to by the affected employee and Union.

ARTICLE 39 SUBSTANCE TESTING

Section 1 Employees must report to work fit for duty and free of any influence of alcohol, controlled substances or any substance that may impair their ability to safely and competently perform their duties. Employees experiencing problems relating to misuse of alcohol or controlled substances are encouraged to seek assistance before these problems affect their work.

Section 2 The Employer shall have the right to implement an alcohol and substance testing program based upon reasonable suspicion of use by an employee and as a part of a post-accident investigation.

ARTICLE 40 PREEMPTION OF STATUTORY RIGHTS

Section 1 In accordance with Ohio Revised Code Section 4117.10, provisions in this agreement relating to wages, hours and terms and conditions of employment for employees covered herein shall pre-empt all otherwise applicable state or local laws including but not limited to: (a) injury and disability leave under the Ohio Administrative Code; (b) seniority, job posting, layoff/ recall, sick leave and probationary periods under R.C. Chapter 124; (c) hours of work and overtime under R.C. Chapter 4111; and (d) vacation and holidays under R.C. Chapter 325.

ARTICLE 41 MISCELLANEOUS

Section 1. The parties shall refer creation or revision of Employee Evaluation Forms to the Labor Management Committee however final decision on the content of the form is reserved to the Clerk of Courts.

Section 2. The Clerk of Courts will allow its employees to participate in Montgomery County's Tuition Reimbursement Program. Information about the Tuition Reimbursement Program is available from the Montgomery County Human Resources Office.

Section 3. Past Practice. In the event of a dispute in the interpretation of any provision of this Agreement the parties may refer to past practice which is (1) unequivocal, (2) clearly enunciated and acted upon, and (3) readily ascertainable over a reasonable period of time as a fixed and established practice accepted by both the Clerk and the Union, to resolve ambiguities. Past practice which is found to be contrary to the terms of this Agreement shall no longer be binding after the date notice is provided to the other party of an intent to no longer be bound. Disputes are subject to the grievance and arbitration procedure.

Appendix I – Wage Addendum

Section 1 The wage level table will be as follows for 2016.

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Effective January 16, 2016 – Pending BCC Approval (1/26/2016) and ratification by DPSU (1/22/2016)

Grade/Job Category	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9
I. Office Assistant Deputy Clerk I	12.87	13.19	13.59	14.00	14.42	14.84	15.00		
II. Accounting Clerk I Assignment Clerk I Deputy Clerk II	14.38	14.74	15.18	15.63	16.11	16.62	17.11	17.26	
III. Accounting Clerk II Assignment Clerk II Deputy Clerk III	16.20	16.61	17.10	17.61	18.13	18.68	19.25	19.34	
IV. Team Lead – M.C.W. Team Lead – M.C. E. Team Lead – B.K. Legal	17.20	17.61	18.10	18.61	19.13	19.68	20.25	20.34	

*MCW = Municipal Court West (New Lebanon)
 *MCE = Municipal Court East (Huber Heights)
 *BK Legal = Bookkeeping Legal

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Section 2. All new employees will start at Level One unless the parties agree to a higher start rate.

Employees promoted to a higher job category will move to the appropriate category with a minimum base increase of \$1.00/hr.

Employees who do not see an hourly increase will receive a OPERS eligible lump sum of 2.5% of their 2016 hourly rate.

Employees whose hourly increase is less than 2.5% shall receive an OPERS eligible lump sum equal to the difference between their 2016 rate and 2.5%.

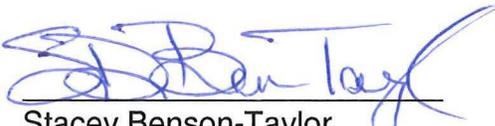
IN WITNESS WHEREOF the parties hereto set their hand this 25 day of February, 2016.



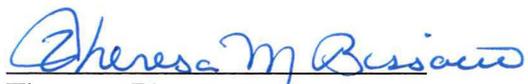
Gregory A. Brush
Montgomery County Clerk of Courts/
Chief Negotiator



Tonya N. Turner
HR Director



Stacey Benson-Taylor
Staff Representative/Chief Negotiator



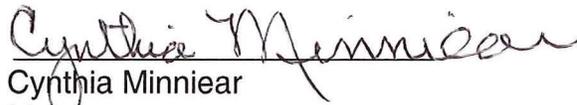
Theresa Bissacco
Chapter Chairperson



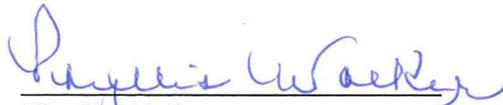
Mandy Blevins
Vice Chapter Chairperson



Kimberly Harris
Member



Cynthia Minniear
Member



Phyllis Walker
Member

RESOLUTION NO. 16-0105
JANUARY 26, 2016

RESOLUTION AUTHORIZING THE APPROVAL OF THE JANUARY 1, 2016 – DECEMBER 31, 2018 COLECTIVE BARGAINING AGREEMENT BETWEEN THE MONTGOMERY COUNTY CLERK OF COURTS AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) A.F.L.-C.I.O., OHIO COUNCIL 8, LOCAL 101, THE DAYTON PUBLIC SERVICE UNION

WHEREAS, the Montgomery County Clerk of Courts and The American Federation of State, County and Municipal Employees, (AFSCME) A.F.L.-C.I.O., Ohio Council 8, Local 101, The Dayton Public Service Union, engaged in good faith bargaining and

WHEREAS, such good faith bargaining resulted in an agreement to the mutual satisfaction of the parties

NOW, THEREFORE, BE IT RESOLVED that the January 1, 2016 – December 31, 2018 Collective Bargaining Agreement between the Montgomery County Clerk of Courts and The American Federation of State, County and Municipal Employees, (AFSCME) A.F.L.-C.I.O., Ohio Council 8, Local 101, The Dayton Public Service Union, is hereby approved by the Board of Montgomery County Commissioners.

BE IT FURTHER RESOLVED that the Clerk of Commission certify this resolution and make an imaged copy this resolution available on the Montgomery County, Ohio, website at <http://www.mcohio.org/>.

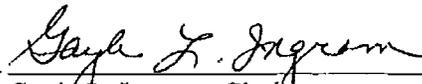
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J
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Mrs. Lieberman moved the adoption of the foregoing resolution. It was seconded by Mr. Foley, and upon call of the roll the following vote resulted:

Mrs. Lieberman, aye; Mr. Foley, aye; Ms. Dodge, aye: Carried.

I hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Board of County Commissioners of Montgomery County, Ohio, the 26th day of January, 2016.

THE BOARD OF COUNTY COMMISSIONERS HEREBY FINDS AND DETERMINES THAT ALL FORMAL ACTIONS RELATIVE TO THE ADOPTION OF THIS RESOLUTION WERE TAKEN IN AN OPEN MEETING OF THIS BOARD OF COUNTY COMMISSIONERS, AND THAT ALL DELIBERATIONS OF THIS BOARD OF COUNTY COMMISSIONERS, AND OF ITS COMMITTEES, IF ANY WHICH RESULTED IN FORMAL ACTION, WERE TAKEN IN MEETINGS OPEN TO THE PUBLIC, IN FULL COMPLIANCE WITH APPLICABLE LEGAL REQUIREMENTS, INCLUDING SECTION 121.22 OF THE REVISED CODE.


Gayle L. Ingram, Clerk
Board of County Commissioners
Montgomery County, Ohio