



**AGREEMENT**

between

**THE ASHTABULA COUNTY  
CLERK OF COURTS**

and

**AFSCME, OHIO COUNCIL #8  
LOCAL #3781, AFL-CIO**

**Effective: January 1, 2016  
Expires: December 31, 2018**

COPY

02-26-16

15-MED-10-1149

0085-01

K34547

**TABLE OF CONTENTS**

ARTICLE	SUBJECT	PAGE
1	Preamble/Purpose .....	2
2	Union Recognition.....	2
3	Non-Discrimination .....	2
4	Management Rights .....	3-4
5	Union Representation .....	4-6
6	Dues Deduction and Fair Share Fee .....	7-8
7	No Strike/No Lockout.....	8-9
8	Probation Periods.....	9
9	Work Rules/Regulations.....	9-10
10	Application of the Ohio Civil Service Law .....	10
11	Disciplinary Procedures .....	10-11
12	Grievance Procedure.....	11-15
13	Seniority.....	15-16
14	Vacancy, Promotions and Transfers .....	16-17
15	Hours of Work/Overtime .....	18
16	Call-In Pay .....	19
17	Sick Leave .....	19-21
18	Family and Medical Leave.....	21
19	Leaves of Absence .....	22
20	Union Leaves/Conventions/Conferences.....	24
21	Bereavement Leave .....	25
22	Vacation Leave .....	26
23	Holidays .....	29-30
24	Layoff and Recall.....	31-32
25	Job Descriptions .....	32
26	Labor/Management Conference .....	33
27	Safety and Health.....	33
28	Union Bulletin Boards .....	34
29	Health Coverage .....	34
30	Wages .....	35-36
31	Waiver in Case of Emergency .....	36
32	Gender and Plural .....	36
33	Obligation to Negotiate.....	37
34	Total Agreement .....	37
35	Conformity to Law.....	37
36	Duration of Agreement.....	37-38
37	Execution .....	38
	Appendix A Classifications .....	39
	Appendix B Dues Deduction .....	40
	Appendix C Grievance Form .....	41-42
	Appendix D Bidding Form .....	43
	Appendix E Bumping .....	44
	Appendix F Wages .....	45
	Appendix G Longevity Grid .....	46

## **ARTICLE 1**

### **PREAMBLE/PURPOSE**

1.1 This Agreement, entered into by the Ashtabula County Clerk of Courts, hereinafter referred to as the “Employer or “Clerk” and the Ohio Council 8, AFSCME, AFL-CIO Local #3781, hereinafter referred to as the “Union”, has as its purpose the following:

To comply with the requirements of Charter 4117 of the Ohio Revised Code; and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

## **ARTICLE 2**

### **UNION RECOGNITION**

2.1 The Employer recognized the Union as the sole and exclusive representative for those employees included in the bargaining unit. Wherever used in this Agreement, the term “bargaining unit” shall be deemed to include: All employees of the Ashtabula County Clerk of Courts including all Deputy Clerks.

2.2 Excluded from the bargaining unit shall be: All management-level employees, professional employees, and supervisors as defined in the Act, including all seasonal and casual employees as defined by the State Employment Relations Board including Legal Department Supervisor (one employee), Title Department Supervisor (one employee) and Clerk of Courts.

2.3 Should new positions be established, the Employer will notify the Union as to the Employer’s determination as to the bargaining unit status of the position. Should the Union disagree with the determination; the parties will meet to review the issues. In the event the parties fail to reach agreement within thirty (30) days of notification, the issue may be submitted to the State Employment Relations Board by either party for final resolution.

2.4 The Employer shall establish wage rates for any new bargaining unit positions based upon an appropriate differential from existing positions. Should the Union disagree with the rate established, it may file a grievance at Step 3 of the grievance procedure.

## **ARTICLE 3**

### **NON-DISCRIMINATION**

3.1 The Employer and the Union agree to comply with all applicable Federal, State and Local laws regarding non-discrimination based upon age, sex, race, color, creed, national origin and disability, gender identity, genetic information, military status, sexual orientation or ancestry. Further, neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of membership or non-membership in the Union.

3.2 The Employer and Union agree that the facilities of the Employer shall be free from sexual harassment in relationships between Employer and employee, and employee and the public.

## ARTICLE 4

## MANAGEMENT RIGHTS

4.1 The Union recognizes the right and authority of the Employer to administer the business of the County offices in addition to other functions and responsibilities which are required by law, the Union recognizes that the Employer has and will retain the full right and responsibility to direct the operations of the department, to promulgate reasonable rules and regulations and to otherwise exercise the prerogatives of management, which more particularly include but are not limited to the following:

- A. To manage and direct its employees, including the right to select; hire; promote; transfer; assign; evaluate; layoff and recall; or to reprimand, suspend, discharge, or discipline for just cause; to maintain order among employees;
- B. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;
- C. To determine the department's goals, objectives, programs and services, and to utilize personnel in the manner designed to effectively meet these purposes;
- D. To determine the size and composition of the work force in the Employer's organizational structure, including the right to relieve employees from duty due to lack of work or lack of funds.
- E. To determine the hours of work and work schedule required to most efficiently operate.
- F. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained.
- G. To determine the necessity to schedule overtime and the amount required thereof.
- H. To maintain the security of records and other important information.
- I. To determine the overall budget.
- J. To maintain and improve the efficiency and effectiveness of the Employer's operations.
- K. To determine and implement necessary actions in emergency situations.

The above rights are subject to the restrictions and regulations governing the exercise of these rights as are expressly provided in this Agreement.

4.2 The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing Agreements shall remain the exclusive functions of the Employer.

## ARTICLE 5

## UNION REPRESENTATION

5.1 The Employer agrees to admit not more than two (2) Union staff representatives to the Employer's facilities during the Employers normal business hours, Monday through Friday. The staff representative(s) shall be admitted to the Employers facilities and sites, for the purpose of processing grievances or attending meetings as permitted herein, providing advance notice is given to the Employer. Upon arrival, the Union staff representative shall identify him/herself to the Employer or the Employer's designated representative. Such visitation shall not interfere with the work of employees, nor interrupt them from their normal work assignments.

5.2 The Employer shall recognize as Union Stewards all employees certified by the Union with the authority to process grievances and act on behalf of the Union. A list of certified Union Stewards shall be submitted to the County Administrator and shall remain in effect until a replacement list of certified Union Stewards is submitted. The Union shall be responsible for maintaining a current list on file with the Employer.

5.3 The Union shall provide to the Employer an official roster of its officers and local Union stewards which is to be kept current at all times and shall include the following:

1. Name
2. Address
3. Home telephone number
4. Union office held

No employee shall be recognized by the Employer as a Union representative until the Union has presented the Employer with written certification of that person's selection.

5.4 The investigation and writing of grievances shall be on duty time. If grievance hearings are scheduled during an employee's regular duty hours, Union officers, grievants, and employee witnesses whom are directly involved with the investigation and/or the grievance shall suffer no loss of pay while attending such hearings.

Reasonable time shall be granted to one (1) steward and the grievant(s) involved to investigate and write grievances during on-duty time. Use of such time shall be with prior approval of and notice to, the appropriate supervisors. Use of such time shall normally be during the last one and one-half (1 1/2) hour of the working day unless other times are mutually agreed to. Approval for the use of time shall not be unreasonably denied.

5.5 Rules governing the activity of Union representatives are as follows:

1. The Union agrees that no official of the Union, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent specifically authorized herein. A steward shall notify his/her supervisor prior to leaving the workstation, indicating the reason and the member of management with whom he/she is meeting.

2. The Union shall not conduct Union activities in any work areas without notifying the supervisor in charge of that area of the nature of the Union activity.
3. The Local Union President or an authorized Union Local Official is permitted occasional and infrequent instances where he or she may discuss issues related to the administration of the Union Agreement without violating the terms of this agreement. Occasional and infrequent instances include short duration and does not keep a bargaining unit employee from performing duties related to his/her position.
4. The Union employee official (President, Vice-president or Steward) shall cease unauthorized Union activities immediately upon the request of the supervisor of the area where the Union activity is being conducted or upon the request of the Employee's immediate supervisor.

5.6 The Union shall have the right and opportunity to hold an orientation session with all newly hired employees. This orientation session shall be for the purpose of explaining the new employee's contractual rights and introducing him/her to the Union. The orientation will be held within twenty-eight (28) days of the employee's hire date and shall be during working hours at a time agreed by the employee's immediate supervisor, not to exceed one hour (1) in duration.

5.7 The Employer agrees to deduct voluntary contributions to the American Federation of State, County and Municipal Employee's International Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee, upon receipt from the Union of an individual written authorization card, voluntarily executed by the employee.

The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within ten (10) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to:

AFSCME, AFL-CIO  
P.O. Box 65334  
Washington, D.C. 20035

The payment shall be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of each deduction. This list must be separate and apart from the list of employees who had Union dues deducted and the list of employees who had fair share fees deducted.

An employee shall have the right to revoke such authorization at any time by giving written notice to the Employer and the Union. The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

All PEOPLE contributions shall be made as a deduction separate from the dues and Fair Share Fee deductions.

5.8 This Agreement is entered into by the Ashtabula County Commissioners and Local 3781, AFSCME, Ohio Council 8, AFL-CIO, to ensure an environment of labor peace at the Employer's premises during the exercise by the Employer's employees of their rights under O.R.C. 4117, the Ohio Public Employees Collective Bargaining Act, and to avoid any picketing or economic action directed against the Employer during any organizing campaign.

The Employer and the Union mutually recognize that Ohio law guarantees workers the right to form, join, or select any labor organization to act as the workers' exclusive bargaining representative for the purpose of collective bargaining with the Employer or to refrain from such activity.

The Employer agrees that it will not take any action, make any statement, hold any meeting or do anything which will directly or indirectly say or imply that the Employer opposes unionization by its employees. The Union agrees it will not coerce any worker in its efforts to obtain authorization cards.

If the Union provides written notice to the Employer of its intent to organize the Employer's employees, the Employer will not interfere with or deny the Union access to its premises.

Within five (5) working days following the receipt of the Union's written notice to organize the Employer's employees, the Employer will furnish the Union with a complete list of all workers in all job classifications in order for the parties to ascertain and agree upon an appropriate bargaining unit. The Employer will designate which workers are full time, part time, supervisory or management employees.

The Union may request recognition as the exclusive bargaining representative for all employees, excluding supervisors and managers. Within five (5) working days after this request, the parties will select an arbitrator who is mutually agreeable to both parties. The arbitrator will be a neutral third party who will conduct a card check of the authorization cards within ten (10) working days of the arbitrator's selection. If the card check shows a majority of the employees has selected or designated the Union as its bargaining representative, the Employer agrees it will not file an objection to any petition for voluntary recognition filed by the Union with the State Employment Relations Board to represent those employees or where appropriate will execute a joint petition for amendment of certification to accrete the employees into the existing bargaining unit.

The parties agree any disputes concerning the application or interpretation of this agreement will be referred to expedited arbitration. The arbitration will convene within ten (10) working days of the dispute. The arbitrator will be the neutral third party selected to conduct the card check. The arbitrator shall have the authority to order the non-compliant party to comply with this agreement.

## **ARTICLE 6**

### **DUES DEDUCTION AND FAIR SHARE FEE**

6.1 The Employer agrees to deduct Union membership dues in accordance with this Article.

6.2 The Employer agrees to deduct regular Union membership dues once each pay period from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form (see Appendix B) must be presented to the Employer by the employee or the Union. Upon receipt of the proper authorization, the Employer will deduct Union dues from the employee's check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

6.3 The Employer shall be relieved from making such Individual "check-off" deductions upon an employee's:

- (1) Termination of employment;
- (2) Transfer to a job other than one covered by the bargaining unit;
- (3) Layoff from work;
- (4) An unpaid leave of absence;
- (5) Written revocation of the check-off authorization.

6.4 The Employer shall not be obligated to make dues deductions from any employee who, during any pay period involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

6.5 The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

6.6 The rate at which dues are to be deducted shall be certified to the Employer by the Treasurer of the Union during January of each year. One (1) month advance notice must be given the Employer prior to making any changes in an individual's dues deductions. The Employer shall remit the aggregate of Union dues deductions and a list of employees from whom dues

have been deducted within ten (10) days of payroll date to: Ohio Council 8, 741 East Broad Street, Columbus, Ohio 43205, Attention: Controller.

6.7 Employees who are members of the Union may cancel dues deduction by directing a certified letter to the Union and the Employer, in the fifteen (15) day period prior to the expiration of this Agreement.

6.8 Each bargaining unit employee who is not a member of the Union shall, as a condition of employment, pay a fair share fee to the Union. The fair share fee obligation shall commence on the one hundred sixty-first (61<sup>st</sup>) calendar day of employment.

6.9 Fair share fees shall be paid by automatic payroll deduction. Fair share fee deductions do not require prior authorization from the affected employees. Fair share fees shall be deducted in amounts determined by the Union in accordance with ORC 4117, et seq.

6.10 Fair share fee payroll deductions and transmittals shall be made in the same manner provided herein for dues deductions. The Employer shall provide the Union an alphabetical list of the names and addresses of each employee on whose account a fair share fee was deducted during the previous month including the amount of the deduction.

6.11 The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

## **ARTICLE 7**

### **NO STRIKE/NO LOCKOUT**

7.1 The Employer and the Union agree that the Agreement provides machinery for the orderly resolution or grievances. The parties, therefore, agree to the following:

- A. The Union agrees that the local union will within two (2) weeks of the date of the signing of this Agreement, serve upon the Employer a written notice, which will list the Union's authorized representative who will deal with the Employer and make commitments for the Union.
- B. The Union further agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, sympathy strike, work stoppage, or any other concerted activities which interrupt the operations or services of the Employer by its members during the life of this Agreement.
- C. In the case of an unauthorized work stoppage or slowdown, the Employer may impose discipline without regard to the procedures or limits established under Section 4117.23 of the Ohio Revised Code. Employees who wish to grieve the imposition of discipline shall do so through the grievance procedure established herein, and may not appeal such discipline through the procedure established under Section 4117.23 of the Ohio Revised Code.

7.2 The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union.

## **ARTICLE 8**

### **PROBATION PERIODS**

8.1 Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer. The probationary period for newly hired full time employees shall be one hundred eighty (180) calendar days. A Performance review of the probationary employee shall be completed after thirty (30) and ninety (90) days. An employees' probationary period may be extended an additional thirty (30) days, but only after the performance reviews are performed with the employee and the employee and the employee receives notice of the extension of the probation. The probationary period for a newly hired part time employee shall be one thousand fifty (1, 050) hours of work. A newly hired probationary

employee may be disciplined and/or terminated any time during his/her probationary period and shall have no right to appeal any discipline through the Grievance Procedure herein contained or to the State Personnel Board of Review.

8.2 A newly promoted employee will be required to successfully complete a probationary period in his/her newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and shall continue for a period of ninety (90) calendar days for full time employees, and five hundred twenty-five (525) hours of work for part-time employees. A newly promoted employee whose performance is unsatisfactory may be returned (demoted) to their former position any time during their probationary period.

## **ARTICLE 9**

### **WORK RULES/REGULATIONS**

9.1 The Union recognizes that the Employer, under this Agreement, has the right to promulgate reasonable work rules, regulations, policies and procedures, which regulate the conduct of employees, and the conduct of the Employer's services and programs. The Union and/or employees reserve the right to grieve the implementation of work rules, regulations, policies and procedures which violate this Agreement.

9.2 At least five (5) days prior to implementation of any employee work rule, regulation, policy, or procedure which affects members of the bargaining unit, the Employer shall post a copy and forward a copy to the President of the local Union or his/her designee.

9.3 The Employer recognizes and agrees that no work rules regulations, policies or procedures shall be maintained or established that are in violation or any expressed terms or provisions of this Agreement. The Union may request a special labor management meeting for the purpose of discussing the rules with management.

9.4 Management shall not perform the job duties of bargaining unit employees on a regular basis for the purpose of displacing bargaining unit employees, however, they may be assigned bargaining unit duties whenever the Employer determines it is necessary due to emergency or extreme conditions, or on a short term basis for the purpose of training.

## **ARTICLE 10**

### **APPLICATION OF THE OHIO CIVIL SERVICE LAW**

10.1 Except as otherwise expressly provided herein, Section 124.01 through 124.56 and section 9.40 of the Civil Service laws contained in the Ohio Revised Code do not apply to employees the bargaining unit. It is expressly agreed that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit.

## **ARTICLE 11**

### **DISCIPLINARY PROCEDURES**

11.1 No form of disciplinary action will be taken against any employee, except for just cause.

11.2 To the extent practical, discipline shall be applied in a progressive manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline,

and the employee's record of conduct. A single act of serious misconduct may result in termination.

11.3 Whenever the Employer determines that an employee will be issued a written warning, lose time or pay, or be terminated for disciplinary reasons, the Employer shall serve a Notice of Discipline on the employee and the Union President. The Notice will advise the employee of the exact nature of the charge and what form of discipline may be imposed. Such notice shall be sent to all parties within thirty (30) working days after the date the Employer has completed the investigation of the event necessitating or allegedly causing the disciplinary action. For this purpose, "Working days" shall be defined as Monday through Friday, excluding legal holidays. No discipline can be imposed until after the Notice of Discipline is delivered to the employee and the Union President.

The employee may be accompanied by a Union steward or officer during the disciplinary meeting. Should the employee not wish to be represented by the Union, a Union Representative shall be allowed in the disciplinary meeting as an observer, only. The employee shall have an opportunity to respond orally to the charges prior to discipline being imposed, or may have the Union Representative present his/her response. Any resolution to the disciplinary action by the employee and the Employer shall be consistent with the terms and provisions of this Agreement. An employee who receives a written warning, loses time or pay, or is terminated may file a grievance at Step 3 of the Grievance Procedure, and may have a conference with a Union steward or officer for the purpose of completing a grievance form prior to leaving the Employer's premises.

11.4 Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters according to the following schedule:

Instruction and Cautioning	Twelve (12) months
Written Warning	Eighteen (18) months
Suspension	Twenty-four (24) months

In the event the employee is disciplined through Instruction and Cautioning or by Written Warning for a similar or related offense during the above time period, the previous record of disciplinary action will remain active until all records of discipline for a similar or related offense expire. If an employee receives a suspension, it will remain active until twenty-four (24) months have elapsed without any other disciplinary action of any type.

Previous disciplinary action involving past instances of racial or sexual harassment, theft, stalking, sale of drugs while on duty, workplace violence, or use of weapons, will remain for future consideration.

11.5 The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

11.6 Employees shall not lose holiday pay by virtue of being absent the day before and/or the day after the holiday if the absence is due to being on suspension.

11.7 An employee may request an opportunity to review their personnel record during non-work times except for pre-employment letters of reference and confidential medical information as covered by law, and may add memoranda to the files clarifying any documents contained in the file. An employee may have an officer or representative member of the Union present when reviewing his/her file. A request for copies of items included in the file will be honored, except for documents noted above. An employee may request removal of specific items in his/her file, which request would be subject to review by the Employer or designee on a case by case basis. Items will be removed as permitted by law. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition. Employees shall be notified when written reprimands are placed in their personnel files.

11.8 Material contained in an employee's personnel file related to discipline or allegations of misconduct will not be used against the employee in subsequent disciplinary action unless the employee has seen and/or signed the material. The signing of any materials placed into an employee's personnel record is not to be construed as consent to its truthfulness, but only an acknowledgement that it has been seen.

## **ARTICLE 12**

## **GRIEVANCE PROCEDURE**

12.1 The grievance procedure is a formal mechanism intended to assure that grievances are promptly heard, answered and appropriate action taken to correct a particular situation.

12.2 The term "grievance" shall mean an allegation by an employee that there has been a breach, misinterpretation, or improper application of this Agreement.

12.3 A grievance under this procedure may be brought by any employee. Where a group of employees file a grievance involving a situation affecting each employee in the same manner, one employee selected by such group will process the grievance. However, all employees affected by the grievance must sign the grievance. The Union may file a grievance on behalf of all its members without individual signatures.

12.4 All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer at the last completed step. Any grievance not answered by Management within the stipulated time limits shall be considered to have been answered in the negative and may be appealed to the next step of the Grievance Procedure. A workday, as used in this Article, excluded Saturday, Sunday and the holidays set forth in Article 23.

12.5 The written grievance shall be submitted on a grievance form (see Appendix C) and shall contain the following information:

1. aggrieved employee's name;
2. aggrieved employee's classification;
3. name of employee's immediate supervisor;
4. date and approximate time of incident giving rise to grievance;
5. date grievance was first discussed;

6. date grievance was filed in writing at Step 1;
7. a statement as to the specific articles and sections of the Agreement violated;
8. a brief statement of the facts involved in the grievance; and
9. the remedy requested to resolve the grievance.

12.6 The time limitations provided for in this article may be extended by mutual agreement between Employer and the Union.

12.7 Grievances shall be processed in the following manner:

Informal Step:

An employee having a grievance will first raise the complaint verbally with the employee's Supervisor within ten (10) working days of the employee's knowledge of the incident giving rise to the grievance. The supervisor shall discuss the grievance with the employee and within ten (10) working days of their discussion respond to the employee in writing. If the employee is not satisfied with the response given by the supervisor, the employee shall, within ten (10) working days after receiving the written response reduce the grievance to writing on the agreed form (Appendix C) and submit it at Step 1. Where an employee reports directly to the Department Head, the informal step shall be waived, and the grievance may be presented directly to Step 2.

Step 1 – Chief Deputy:

The Chief Deputy, within ten (10) working days of receipt of a written grievance, shall schedule and notify the Union steward of a formal meeting between him/herself and the employee filing the grievance. Prior to this meeting taking place, the Chief Deputy shall make a complete and thorough investigation of all the allegations contained in the grievance. The Chief Deputy shall provide the employee with his/her written response to the grievance within ten (10) working days of the meeting. If the employee is not satisfied with the written response from the Chief Deputy, the employee may, within ten (10) working days, pursue the grievance to Step 2 of the procedure.

Step 2 – Clerk of Courts:

The Clerk of Courts or designated representative shall meet on a date mutually scheduled between the Grievant, Union and Clerk of Courts, but not more than ten (10) working days after appeal to Step 2, to discuss the grievance. Within ten (10) working days after the meeting, the Clerk of Courts or designated representative shall provide the employee and the Union with a written response to the grievance.

Step 3 - Arbitration:

The Union may request mediation of any issue that is not resolved at Step 2. The request must be made within ten (10) working days after the Step 2 response is issued. The Employer has ten (10) working days to respond to the request for mediation. If the Employer declines

mediation, the Union must file a notice of intent to arbitrate within ten (10) working days. If the Employer agrees to mediate the grievance, the time for appealing to arbitration is extended to ten (10) working days after mediation is complete. All mediation under this section will be conducted according to the following rules.

- Mediation will not be used unless agreed by both parties.
  - Consent to mediate can be withdrawn by either party at any time.
  - The mediator will be selected by mutual agreement, or failing that, by requesting a list of mediators from the Federal Mediation and Conciliation Service and striking names with the Employer striking first, until one name remains. The cost for mediation will be shared equally by the Union and the Employer.
  - The mediation will be informal, the mediator will be allowed to utilize all common mediation techniques, a verbatim record will not be kept, formal rules of evidence will not apply, and any written evidence submitted to the mediator will be returned at the conclusion of the mediation to the party submitting it.
  - Should the grievance remain unresolved at the conclusion of mediation the mediator will provide an opinion of the likely outcome of the case at arbitration, however the opinion is not binding and inadmissible at a subsequent arbitration, as is anything said or done by the mediator.
- 
- No offer of settlement made by either party during the mediation process can be referenced or introduced as evidence in a subsequent arbitration of the unresolved grievance.

In the event the grievance is not referred to arbitration within the time limits prescribed above, the grievance shall be considered resolved based upon the Step II answer.

There is hereby created a panel of arbitrators for the selection of an arbitrator to hear grievances pursuant to this procedure. Those individuals appointed to this panel are as follows: 1) James Mancini, 2) Patricia Bittel, 3) Dennis Byrne, 4) Rob Stein and 5) David Pincus

The parties shall consult and select an arbitrator within ten (10) working days, or longer as agreed by the parties, from the panel of arbitrators as set forth above. Selection shall be made by the alternative strike method.

The Union shall be the first to strike a name from the panel, then the other party shall strike a name and alternate in this manner until one name remains on the panel. The remaining name shall be designated as the Arbitrator to hear the dispute in question. All procedures relative to the hearing shall be in accordance with the rules and regulations of the American Arbitration Association.

The Arbitrator shall hold the arbitration promptly and issue his/her decision within thirty (30) days from the date the record is closed. The arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of those specific articles and/or sections of this Agreement in question. The arbitrator's decision shall be consistent with applicable law.

The Arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision or terms Agreement, nor add to, subtract from or modify the language therein arriving at his/her determination on any issue presented that is proper within the limitations expressed herein.

The Arbitrator shall expressly confine him/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issues so submitted to him/her or to submit observation or declaration of opinion which are not directly essential in reaching a decision on the issue in question.

Except in the instance where Management has established new classification, the Arbitrator shall not establish any new or different wage rates not negotiated as part of the Agreement. In cases of discharge or of suspension, the arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, the Arbitrator shall limit any retroactive settlement to the date the incident giving rise to the grievance, but in no event more than twenty-one (21) calendar days prior to the date the grievance was filed.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the Arbitrator's jurisdiction. The first question to be placed before the Arbitrator will be whether or not the alleged grievance is arbitrable. If the Arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same Arbitrator.

The decision of the arbitrator shall be final and binding upon the Union, the employee and the Employer. All costs directly related to the services of the Arbitrator shall be shared equally by the Employer and Union. Should the decision not affirm the position of either party, the Arbitrator shall determine which party shall pay the cost of the Arbitrator, or in what proportion the parties shall share the cost.

Expenses of any non-employee witnesses shall be borne by the party calling the witness. The fees of court reporters shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporters recording, or request a copy of any transcript.

Any employee may have one (1) employee Union representative at Step 1, and one (1) employee Union representative and one (1) non-employee Union official at Step 2. The employee may be represented by one (1) employee Union official and any non-employee Union official at Step 3. Employee representatives, witnesses, and the grievant will be paid for regularly scheduled work hours spent in any grievance hearing or arbitration.

12.8 Presentation or appeal of a grievance to the Employer may be made by the appropriate Union official or employee on duty time. The Employer representative, Union representative or employee shall sign the grievance indicating date or the receipt, and a copy shall be provided to the other party(s).

Where an employee does not elect to be represented by the Union at any step of the grievance procedure, the Union shall have the right to be present at any grievance meeting

without intervening. All grievances presented under such circumstances shall be resolved with the terms and provisions of this Agreement.

12.9 Any grievance that originates from a level above the first step of the grievance procedure may be submitted directly to the step or level from which it originates.

## **ARTICLE 13**

### **SENIORITY**

13.1 Seniority shall be computed on the basis of continuous service with the Employer. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in service. Once service is broken, the employee loses all previously accumulated seniority.

13.2 New hires shall have no seniority during their probationary period of employment. However, upon completion of the probationary period, seniority shall be computed from last date of hire.

13.3 An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave or complies with alternate procedures in the leave of absence provisions of this Agreement. Likewise, a disciplinary suspension does not constitute a break in service.

13.4 Seniority shall be lost when an employee:

- A. Quits or resigns;
- B. Is discharged for just cause;
- C. Is laid off for the lesser of; eighteen (18) months, or the length of seniority at the time of layoff;
- D. Is absent without leave for three (3) or more work days unless proper excuse for the absence is shown or if no notice was given, a satisfactory excuse for the failure to give notice.
- E. Fails to report for work when recalled from layoff within ten (10) calendar days from the date on which the Employer sends the employee notice by registered mail to the employees last known address as shown on the Employer's records unless the time is extended in accordance with this Agreement.

13.5 The Employer agrees to submit to the Union annually on the anniversary date of this agreement a listing of the department, job classification, job classification date, rate of pay and seniority date of each bargaining unit employee. Seniority dates shall become official sixty (60) days after being submitted to the Union. Ties in seniority dates are to be resolved (one time only) by flip of a coin.

## **ARTICLE 14**

### **VACANCY, PROMOTIONS AND TRANSFERS**

14.1 Whenever the Employer determines that a permanent vacancy exists in the bargaining unit, it shall notify the Union President, and if the position is not filled through recall from layoff, post a notice of the vacancy on the Employer's bulletin board for five (5) working days and send

a copy to the Union President. The Employer is not obligated to consider applications submitted after the posting date nor any applicants who do not meet the minimum job qualifications.

The "Notice of Vacancy" shall contain the following information: classification, department, pay range and qualifications for the job, a brief description of the job duties; effective date and expiration date of the posting. Bids for vacant positions shall be made on the Bidding Form attached as Appendix D.

Employees who may be leaving on vacation, sick leave or other authorized leave of absence may submit a bid or application for a vacancy that may exist or for any job the employee wishes to bid on for future consideration prior to commencing such leave. Additionally, a Union Steward may submit a bid on behalf of an Employee during such absence, provided the absent employee's signature is included on the bid.

14.2 All timely-filed applications shall be reviewed considering the following criteria: qualifications, experience, education, work record, documented job performance, active disciplinary record, ability to perform the essential functions of the job and seniority.

14.3 The Employer shall give preference to those qualified applicants who are in the same classification but different department as the vacant position, and secondarily from those qualified applicants in the same department but different classification as the vacant position, and then to other bidders. The Employer is not obligated to consider employees making lateral transfers defined as same classification, same department, same supervisor and same pay range.

14.4 The position shall be awarded to the individual who best meets the criteria in Section 14.2. If two (2) or more applicants are considered by the Employer to be substantially equal in meeting the established criteria, then seniority shall govern in awarding of the position. The Employer will provide the Union with the name of the person awarded the job. Should no employee of the bargaining unit qualify, the employer may fill the vacancy by any means.

14.5 An employee who is newly hired, promoted, or successfully bids on a different classification may not bid on another position for a period of twelve (12) months from the date the employee begins work duties in the job assignment, unless such time period is specifically waived by the Employer. Any employee who is promoted shall be compensated at the applicable higher rate of pay commencing upon the first day the employee permanently assumes the duties of the position.

14.6 Nothing herein shall be construed to limit or prevent the Employer from temporarily filling a position for a sixty (60) day period, pending the Employer's determination to fill the position. Such temporary appointments may be extended up to sixty (60) additional days at the Employer's discretion. Temporary vacancies known to exceed one hundred twenty (120) days, due to extended leaves of absence will be filled by the Employer at its discretion, from the pool of applications received within five (5) days after posting the temporary position. If the vacancy exceeds six (6) months, the Union and Employer will meet to discuss whether the vacancy should be declared permanent.

The parties agree and understand that the determination to fill either a temporary vacancy or permanent vacancy is at the sole discretion of the Employer. The Employer will make every effort to fill vacancies in a timely manner.

14.7 Employees who are temporarily assigned to work in a lower classification shall continue to receive the rate of pay for their permanent classification. Employees who are temporarily assigned to classifications with pay rates above their permanent classifications for a period in excess of ten (10) consecutive workdays shall receive the greater of the step one rate for the higher position for all hours worked in such higher classification.

14.8 In general, employees will remain in their current classifications for the duration of this agreement except for promotions or mutually agreed classification changes, abolishments, layoffs, transfers and temporary appointments.

## **ARTICLE 15**

### **HOURS OF WORK/OVERTIME**

15.1 This Article is intended to define the normal range of work hours for full-time employees and shall not be construed as a guarantee of work per day or per week. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promotion efficiency or improving services; from establishing the work schedules of employees; or establishing part-time positions; nor shall it be construed to reduce the work week below the established hours for regular full-time employees. Such restructuring shall not be done in an arbitrary manner nor for the purpose of avoiding the payment of overtime.

15.2 The normal workweek for regular full-time employees shall be forty (40) hours. The normal seven (7) day work period shall consist of five (5) consecutive eight (8) hour days. The workweek for employees covered by this Agreement shall be from Monday through Friday.

15.3 Each employee of the bargaining unit will be granted a one-half (1/2) hour unpaid meal period during each regular work shift as scheduled by their immediate supervisor.

15.4 Each full-time employee shall be granted two (2) fifteen (15) minute rest periods with pay, which will be scheduled whenever practical, one (1) in the first and one (1) in the second half of the employees regular work shift. Employees who extend their rest period may be subject to disciplinary action. Rest periods should be taken at a time and in a manner that does not interfere with the efficiency of the work unit. The rest period may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as accumulative if not taken.

15.5 Any employee required to work more than forty (40) hours in a work week shall be compensated at one and one half (1 ½) times the normal hourly rate for all hours worked in excess of forty hours per week. At the employees option, compensatory time may be granted in lieu of overtime payment. Compensatory time shall be earned at the rate of one and one half (1 ½) hours per hour worked for the hours in excess of forty (40). Vacation, holiday, personal and

compensatory time shall be considered time worked for the purpose of overtime computation. Sick time shall not be considered time worked for the purposes of overtime computation.

15.6 No employee will maintain a compensatory time bank of more than two hundred forty (240) hours. After two hundred forty (240) hours are accumulated all overtime will be paid in cash.

15.7 Compensatory time off will be granted at a time mutually convenient to the employee and the Employer. Requests for use of compensatory time must be submitted in writing using the Employer's standardized form for obtaining approval for leave and must be approved by the Employer prior to taking the requested time off.

15.8 All overtime shall be authorized by the supervisor or designee in advance of the overtime being worked. Unusual circumstances and situations may require employees to work overtime without having prior authorization. Whenever such unusual circumstances occur, the supervisor will determine if the overtime was warranted and if compensation is granted.

15.9

When it is deemed necessary for the union members to work on Saturdays, and the member was not scheduled to work that Saturday, their rate of pay will be time and ½ (1 ½) regardless if the member had used sick time in that week or not.

## **ARTICLE 16**

### **CALL-IN PAY**

16.1 A call-in is defined as an order or request to return to work at any time after an employee has been relieved from duty at the conclusion of a regularly scheduled workday until one hour before the next regularly scheduled starting time.

16.2 Employee will receive three (3) hours call-in pay. Rate of time and one-half (1 ½) for hours worked during this time with straight time paid for balance of three (3) hour call-in time.

The Employer further agrees to reimburse the pay difference to employees who performed the Call-In status beginning January 1, 2010 until the signing of this contract. The employer will have thirty (30) days from the signing of this contract to pay out the difference to the employee.

Exception:

"If the call-in is handled via the phone and take less than 15 minutes, the call-in will be compensated as a 3 hour call-in only (minus the time and half for time spent on phone). If the call that is handled via the phone takes longer than 15 minutes, the call will be paid according to the above Call-In scenario."

## **ARTICLE 17**

### **SICK LEAVE**

17.1 Sick leave credit shall be earned at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including paid vacation and sick leave, but not during a leave of

absence or layoff to a limit of one hundred twenty (120) hours per year. Unused sick leave shall accumulate without limit.

17.2 If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a disability leave or a personal leave or may use vacation in accordance with the appropriate section of this Agreement.

17.3 Sick leave shall be charged in minimum units of **one half (1/2) hour**. An employee shall be charged for sick leave only for days upon which he/she would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

#### 17.4 Uses of Sick Leave

A. Sick leave shall be granted to an employee upon approval of the Employer for the following reasons:

1. illness, injury or pregnancy related condition of the employee;
2. exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees as medically documented;
3. examination of the employee, including medical, psychological, dental or optical examination, by an appropriate practitioner, which cannot be reasonably scheduled during non-working time;
4. illness, injury or pregnancy related condition of an employee or the employee's spouse, children or parents, where the employee's presence is reasonably necessary for the health and welfare of the spouse, child or parents;
5. examination, including medical, psychological, dental or optical of a member of the employee's immediate family by an appropriate practitioner, where the employee's presence is reasonably necessary.

B. Reasonably necessary time up to three (3) days sick leave may be granted to the employee who provides proof of attendance at the funeral of: Spouse, Parent, Loco Parentis, Father, Father In-Law, Mother, Mother In-Law, Child, Brother, Brother In-Law, Sister, Sister In-Law, **Daughter**, Daughter In-Law, **Son**, Son In-Law, Grandparents, Grandchild, Uncle and Aunt

17.5 The Employer shall require an employee to furnish a standard written signed statement to justify the use of sick leave. For those instances where the employee is needed to care for the illness or injury of a member of the immediate family as defined at 17.4(A)(4), to secure pay for such use of an accrued sick **day, the employee shall remit to the Employer upon return, a signed physician's certificate verifying the necessity of the employee's presence.** Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

17.6 When an employee is unable to work, he/she shall notify his/her supervisor within one-half hour of the start of the shift **by calling the Office Phone Number 576-3642.**

17.7 Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud will result in dismissal and refund of wages paid.

17.8 If a **Scheduled Medical Appointment** is required, **the employee shall be required to furnish a statement from a licensed physician or psychologist notifying the Employer that the employee was in their office for an appointment.**

A physician statement shall be required for absence of **five (5)** or more consecutive work days due to illness. Whenever the Employer determines that there has been a patterned use or abuse of sick leave, it may require proof of illness in the form of a physician statement of disability or other proof satisfactory to the Employer to approve the use of sick leave. Failure to provide satisfactory proof may result in discipline.

**Clarification:**

**No physicians excuse is needed for a doctor's appointment unless the employee has been off work for five (5) consecutive days.**

17.9 The Employer may require an employee to take an examination, conducted by a licensed physician or psychologist selected by the Employer to determine the employee's physical or mental capability to perform the essential functions of the employee's position. If found not qualified to perform the essential functions of the job, the employee may be placed on sick leave or disability leave in accordance with the applicable provision. The cost of the examination shall be paid by the Employer. The employee may submit documentation from his physician or psychologist prior to being placed on leave. Disputes as to the employee's physical or mental health shall be determined by a licensed physician or psychologist mutually selected by the employee and the Employer. The fee of the mutually-selected physician or psychologist shall be shared by the Employer and employee.

17.10 Those employees covered under this Agreement who are eligible or who become eligible to retire shall be entitled to convert accrued but unused sick leave to cash payment on the following basis:

Employees may receive, after completion of ten (10) years of continuous service with the Employer, a cash payment in the amount of one (1) hour's pay for each four (4) hours of accrued but unused sick leave at the time of retirement. The maximum payment under this provision shall not exceed 240 hours of pay calculated at  $\frac{1}{4}$  of 960 hours of sick leave.

17.11 **Members who use no sick time each year will receive an additional Personal Day the following year.**

A sick leave bonus of \$300 dollars will be paid to bargaining unit members who have taken **no more than eight (8)** hours of sick time leave for the current year.

A sick leave bonus of \$200 will be paid to bargaining unit members who have taken no more than (24) hours of sick time leave for the current year.

Donation of sick time, Jury duty leave and authorized funeral leave shall not count against the use of sick leave, for the purposed of this bonus or personal day.

Jury duty leave and authorized funeral leave shall not count against the use of sick leave, for purposes of this bonus.

Example:

2016 bonus will be included in the employees January 2017 paycheck.

20XX bonus will be paid out in the January 20XX paycheck.

20XX bonus will be paid out it the January 20XX paycheck.

**It is the employee's responsibility to fill out and submit to their supervisor a form by the 31<sup>st</sup> of December to receive the bonus.**

**ARTICLE 18**

**FAMILY AND MEDICAL LEAVE**

18.1 An employee who has worked 1250 hours in a calendar year and has been employed by the County a minimum of twelve (12) consecutive months is entitled to a maximum of twelve (12) weeks leave in any calendar year for any of the following circumstances:

a. CHILD CARE LEAVE

- 1) the birth of the employees child;
- 2) the adoption or receipt of a child into the employee's foster care;

For purposes of child care leave, the employee must take the leave within twelve months of the qualifying event.

b. FAMILY LEAVE

- 1) To care for an immediate family member with a serious health condition;
- 2) in the event that the employee has a "serious health condition".

"Serious health condition" is defined as a disabling illness, injury or impairment that requires in-patient care or continuing treatment by a health-care provider. Short-term conditions such as illnesses lasting only a few days or out-patient hospitalization requiring only a brief recovery period do not qualify. For purposes of this section, immediate family member is defined as spouse, parent, child or step-child.

18.2 An employee is required to use all accrued sick, vacation, personal days and other available paid leave prior to being placed on unpaid status. All paid leave will be included in the twelve (12) week FMLA leave period.

18.3 An employee who requests a medical leave of absence for illness, injury or any other medical condition must furnish a written statement from his/her physician confirming that he/she is disabled and unable to work and the expected date of return to work. A physician's release will be required before the employee is permitted to return to work from a personal medical leave. When an employee is requesting leave to care for a family member, the employee must furnish a statement from the family member's doctor confirming the condition, the necessity of the

employee's care and the expected date of return to work. The Employer may require re-certification of disability or necessity of the employee's presence for care at any time during the leave. The employee is responsible for any cost of examination for certification or re-certification. The employee must comply with any request for certification or re-certification as soon as possible as a condition of leave approval, or continuation of leave.

The Employer may request the employee be examined by a physician of the Employers choosing at the Employer's cost. In case the Employer and employee's doctors disagree on the necessity of a leave the Employer will choose a third doctor to examine the employee. The third doctor's opinion will be final and binding on both the employee and the Employer.

18.4 When an employee is granted a maternity leave or a leave for planned medical treatment, the employee must give thirty (30) days notice of the day the leave is expected to commence and the anticipated length of the leave. Employees are required to give as much notice as is practicable so that operational needs can be met. In the case of planned medical leave, the Employee is to schedule treatment to cause minimal disruption to services. An employee who is on leave for a specific time and who wishes to return to work prior to the end of the leave may do so only with the approval of the Employer.

18.5 The Employer will continue to pay the Employer's portion of the employee's health plan during the leave of absence. The employee is required to pay the usual employee portion by the first of any month in which the employee is not on the active payroll. If an employee does not return to work at the end of the Leave, he/she will be required to repay the Employer the amount paid to retain the employee's health care benefits during unpaid portion of the leave.

18.6 The employee may request a reduced leave schedule or intermittent leave schedule to be granted at the discretion of the Employer. If an employee with serious medical condition requests a reduced schedule or intermittent leave, he/she may be temporarily transferred to a position that better accommodates the employee's schedule.

18.7 If it is discovered that a leave of absence granted, for a specific purpose is not being used for that purpose, Employer may cancel the leave and direct the employee to report to work and may take disciplinary action against the employee.

18.8 An employee who fails to return to work at the expiration or cancellation of an approved leave of absence, without satisfactory explanation to the Employer will be terminated. The employee's termination date will be established as the starting date of the approved leave of absence.

18.9 All absences of three days or more for reasons which qualify for leave under this Article shall be counted in determining the maximum twelve week eligibility.

## **ARTICLE 19**

## **LEAVES OF ABSENCE**

### **19.1 Disability Leave and Disability Separation.**

An employee who is unable to perform the duties of his/her position due to a disabling illness, injury or condition (including pregnancy and conditions related hereto), may, at the

Employer's discretion, be granted a disability leave for up to six (6) months (including time for which the employee is eligible for Family and Medical Leave) upon presentation of appropriate medical evidence. At the sole discretion of the Employer, an additional disability leave up to six (6) months may be granted upon presentation of appropriate medical evidence. If the employee is unable to return to active work status within six (6) months due to the same or related disabling illness, injury, or condition, the employee may be given an involuntary disability separation under the Ohio Revised Code.

If an employee is placed on disability leave without pay and is subsequently given a disability separation, the total combined time of absence due to the disability shall not exceed five (5) years for purpose of reinstatement rights. Satisfactory written documentation substantiating the cause, nature and extent of the disabling illness, injury, or condition shall be required prior to the granting of a disability separation, unless the employee is hospitalized at the time the leave is to begin or the disability separation is given. If an examination is requested by the Employer the Employer shall bear the cost of the examination. Upon the employee's return from disability leave or disability separation, he shall be returned to the same or similar position within the employee's former classification. If no similar classification exists, then a layoff situation may occur pursuant to Layoff and Recall.

#### 19.2 Personal Leaves of Absence.

An employee with more than one (1) year seniority may request an unpaid leave for any reason for up to six (6) months with the approval of the Employer. A leave of absence for public service or education may be granted for up to two (2) years. The request for a leave of absence must be submitted in writing for a specific period of time. Acceptable reasons for an unpaid leave of absence include:

- a. Voluntary service in any government sponsored program of public betterment.
- b. Family reasons that do not qualify under Family and Medical Leave (see Art. 18).
- c. Other reasons for good cause as determined by the Employer.

#### 19.3 Education Leave.

An employee who has completed at least one (1) year of service with the Employer may be granted an educational leave for a maximum period of two (2) years for purposes of education, training, or specialized experience which would be of benefit to the Employer by improved performance at any level. An employee shall submit to the Employer pertinent information relating to the training for which the educational leave is requested.

#### 19.4 Vacation Credit and Seniority During Leave.

An employee on leave of absence without pay does not earn sick leave or vacation credit. However, the time spent on authorized leave of absence is to be counted in determining length of service for purposes of extended vacation eligibility or other purposes where tenure is a factor. Seniority shall be established for all other purposes to Article 13, Seniority.

#### 19.5 Abuse of Leave.

If a leave of absence is granted for a specific purpose, and it is found the leave is not actually being used for such purpose, the Employer may cancel the leave and direct the employee to report for work by giving written notice to the employee and may take disciplinary action against the employee.

19.6 Reinstatement from Leave.

Upon completion of a leave of absence, the employee is to be returned to the same or similar position within the employee's former classification. If the employee's former classification no longer exists, the employee shall exercise her rights pursuant to Article 24, Layoff and Recall.

19.7 Leaves with Pay.

A. Court Leave

The Employer shall grant full pay when an employee is summoned for any jury duty by the United States, the State of Ohio, or political subdivision. All compensation for jury duty must be refused by signing the proper County form, unless such duty is performed totally outside of normal working hours. An employee released from jury duty prior to the end of a scheduled workday shall report to work for the remaining hours, providing at least two (2) hours of work remain. Employees will honor any subpoena issued to them, including those for Worker's Compensation and Unemployment Compensation hearings. Employees will not be paid unless using vacation or personal time when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc.

B. Military Leave

Employees who are members of the Ohio National Guard, the State and Federal Militia, or are members of reserve components of the United States armed forces will be permitted all time off for duty purposes and compensated for performance as required by State and Federal law.

## 19.8 Health Benefits During Leave of Absence.

Employer paid health benefits will continue through the end of the month in which an unpaid leave of absence commences, and begins again on the first of the month following an effective return to work. For any time which Employer health benefits are not in effect, an employee may be eligible to pay for benefits under COBRA. Employees on paid leave of absence will continue to be covered by Employer paid benefits for the duration of the paid leave.

## 19.9 Leave Request

When a request has been made by a union member for vacation/sick/personal/compensation "Time Off", the employer will have seven (7) workdays to respond to his/her request. If after three (3) days no response is given, it is the employees responsibility to make sure the employer has received the leave paperwork. If no response is given by the employer than the request will be considered "Denied". If the requested time off is less than three (3) working days from the date requested, the employer shall have one (1) business day to respond to the request, if no response is given the request will be deemed "Denied".

## **ARTICLE 20**

### **UNION LEAVES/CONVENTIONS/CONFERENCES**

20.1 Employee Union Officials shall be granted up to three (3) days leave each year to attend Union business. The three (3) days shall be with pay, subject to schedule requirements, without loss of benefits. This leave shall not be charged against any other leave. However, Union Associates and or Delegates may use vacation time, compensatory time, sick time or any other paid leave which the employee may be entitled to for the purpose of attending such meeting.

20.2 The employee must request Union Leave ten (10) calendar days prior to any such meeting.

20.3 Union leave shall not exceed a total of three (3) working days per calendar year for the Union regardless of whether the employee works for the County Commissioners or Clerk of Courts.

20.4 The employee must notify the Employer of the time, date and place of the Union business that they are to attend.

## **ARTICLE 21**

### **BEREAVEMENT LEAVE**

21.1 An employee will be granted up to three (3) days paid leave to attend the funeral of a Spouse, Parent, Local Parentis, Father, Father In-Law, Mother, Mother In-Law, Child, Brother, Brother In-Law, Sister, Sister In-Law, **Daughter**, Daughter In-Law, **Son**, Son In-Law, Grandparents, Grandchild, Niece, Nephew. These three (3) days will be allowed in addition to the use of available sick leave, as provided in Article 17, paragraph 17.4(B).

21.2 Paid leave to attend the funeral of any other member of the family will be allowed as stated in Article 17, paragraph 17.4(B).

**ARTICLE 22**

**VACATION LEAVE**

22.1 Full-time employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled based upon length of service as follows:

<u>LENGTH OF SERVICE</u>	<u>VACATION</u>
less than 1 year	none
1 year but fewer than 7 years	2 weeks
7 years but fewer than 12 years	3 weeks
12 years but fewer than 23	4 weeks
23 years and up	5 weeks

Such vacation leave shall be accrued to employees at the following rates:

<u>ANNUAL VACATION ENTITLED TO</u>	<u>CREDITED PER PAY PERIOD</u>	<u>CREDITED PER HOUR PAID</u>
2 weeks	3.1 hours	.03846 hours
3 weeks	4.6 hours	.05769 hours
4 weeks	6.2 hours	.07769 hours
5 weeks	7.7 hours	.09615 hours

Employees who are regularly scheduled to work fewer than forty (40) hours per week shall have their vacation and credited hours per pay period proportioned based upon actual regularly scheduled hours paid. Vacation hours do not accrue on overtime hours.

22.2 No employee will be entitled to vacation leave or payment for accumulated vacation under any circumstances until he/she has completed one (1) year of employment with the Employer.

The rate of vacation pay shall be the employee’s regular straight time hourly rate of pay in effect for the employee’s regular job at the time the vacation is being taken.

22.3 Employees hired before July 5, 1987 shall be entitled to vacation service credit for all employment with the State of Ohio or any political subdivision of the State, providing the time between employment and reemployment does not exceed ten (10) years. Employees hired on or after July 5, 1987 shall be entitled to vacation credit only for time spent in employment with Ashtabula County, except no credit will be given for time service prior to a break in service lasting ten (10) or more years.

22.4 During the period of January 1 through January 31<sup>st</sup>, employees shall submit to the Employer, vacation leave requests for the ensuing twelve (12) months. Vacation leaves shall be awarded based on seniority and in accordance to the workload requirements as determined by the Employer, and such schedules shall not be arbitrarily adjusted to deny employees vacations or to cancel vacations.

An employee who fails to make his/her vacation application during the appropriate period will be awarded vacation leave without regard to seniority and only when dates are open. The Employer or their designate shall have seven (7) working days from January 31<sup>st</sup> to approve or disapprove the request and return a signed copy of the request to the employee. If no response is given by February 3<sup>rd</sup>, it is the employees responsibility to make sure the employer has received the leave paperwork. If the employee does not receive a signed copy at the close of the seventh (7<sup>th</sup>) working day after January 31, the request will be considered "Denied".

After January 31<sup>st</sup>, when a request has been made by a union member for vacation leave, the employer will have seven (7) work days to respond to his/her request. If after three (3) days no response is given, it is the employees responsibility to make sure the employer has received the leave paperwork. If no response is given by the employer than the request will be considered "Denied". If the requested time off is less than three (3) working days from the date requested, the employer shall have one (1) business day to respond to the request, if no response is given the request will be deemed "Denied".

22.5 The Employer reserves the right to limit the number of employees who may be granted vacation leave at any specific time in any given unit.

22.6 Once the vacation has been approved by the Employer, alteration or cancellation of vacation days off by the Employer shall be based only on emergency needs.

22.7 Vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. The Employer shall permit an employee to accumulate vacation from year to year, but no more than a total of two (2) year. This accumulation of vacation time must be approved in advance and must be in response to special circumstances as outlined in a written request submitted by the employee.

22.8 Employees shall forfeit their right to take or to be paid for any vacation leave in their credit which is in excess of the accrual for two (2) years. Such excess leave shall be eliminated from the employee's leave balance. Upon execution of this Agreement, employees who have accumulated vacation leave to their credit shall not lose said leave. Eligible employees may use such prior accrual within one (1) year from the date of execution of this Agreement. Failure to use such accrued vacation leave will result in forfeiture of the balance in excess of the two year accrual.

Clarification:

If an employee has two (2) weeks of vacation leave Per Year, that employee may keep a bank of four (4) weeks' vacation. After four (4) weeks of vacation time are banked, an employee shall use any additional accrued vacation time in the current year or lose the additional vacation time at his/her anniversary date.

22.9 Days specified as holidays in this Agreement shall not be charged to an employee's vacation leave.

22.10 An employee is entitled to compensation at his/her current rate of pay for the prorated portion of any earned but unused vacation leave for the current year to his/her credit at time of separation.

22.11 In the case of the death of an employee, the unused vacation leave to the credit of any such employee shall be paid to deceased employee's spouse and then to the estate if no spouse survives.

22.12 An employee's accrued vacation and unused balance will be shown on the employee's bi-weekly payroll statement.

22.13 When a full-time employee works less than his/her regular scheduled hours in a pay period and the employee is not in active pay status during such absence, partial vacation credit will be applied.

22.14 Part-time service with the Employer will be credited on a prorated basis for the purpose of determine length of service.

22.15 Current employees shall not lose any previously granted prior service credit due to the provision of this Article.

## **ARTICLE 23**

### **HOLIDAYS**

23.1 All full-time employees covered under this Agreement shall be entitled to the following paid holidays:

New Years Day	1 <sup>st</sup> of January
Martin Luther King Day	3 <sup>rd</sup> Monday of January
President's Day	3 <sup>rd</sup> Monday of February
Memorial Day	Last Monday in May
Independence Day	4 <sup>th</sup> of July
Labor Day	1 <sup>st</sup> Monday in September
Columbus Day	2 <sup>nd</sup> Monday in October
Veterans Day	11 <sup>th</sup> of November
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Christmas Day	25 <sup>th</sup> of December

23.2 In the event that the aforementioned holidays fall on a Saturday, the Friday immediately preceding shall be observed as the holiday. In the event any of the aforementioned holidays fall on a Sunday, the Monday immediately succeeding shall be observed as the holiday.

23.3 Full-time employees shall be paid for their normal scheduled hours at their straight time hourly rate for each of the holidays listed in Section 23.1, above, when no work is performed on such holiday.

23.4 Any work performed by a full-time employee on any one of the days listed in Section 23.1 shall be paid at the rate of double time the straight time rate, in addition to holiday pay.

23.5

For full-time employees covered by this Agreement to receive holiday pay for those days listed in Section 23.1, the employee must in in active pay status (Vacation/Personal/Sick leave) Except if

excused due to funeral leave or sick leave, with doctor's verification. Employees on any type of unpaid leave of absence are not entitled to holidays.

23.6 Part-time employees covered under this Agreement shall be paid at one and one-half (1 1/2) their regular rate of pay in addition to their regular rate of pay for all hours actually worked on any of the holidays listed in Section 23.1.

23.7 Each full-time employee on the active payroll as of January 1 of each year shall be entitled to three (3) personal days with pay in that calendar year. One day may be designated by the Employer to be taken the day after Thanksgiving holiday. The second and third personal days may be taken at a time agreed to by the employee and the Employer.

23.8 Full-time employees hired after January 1, and before Thanksgiving Day will be entitled only to one personal day, to be taken the day after Thanksgiving. Part-time employees on the active payroll prior to Thanksgiving Day will receive one personal day to be used the day after the Thanksgiving holiday, and will be paid for the hours they otherwise would be scheduled to work. If a part-time employee is not otherwise scheduled to work on the day following the Thanksgiving holiday, another personal day will be scheduled. Under no circumstances are

employees entitled to pay in lieu of personal days. Employees who leave employment prior to taking personal days, or prior to Thanksgiving Day forfeit personal days.

23.9 Should the Clerk determine that the office of the Clerk of Courts must be open on the day following the Thanksgiving holiday, the Clerk will determine which classifications and how many employees in the Title office and how many in the Legal office will be required to work. In such event, the choice to work the day following Thanksgiving will be determined by choice of employees in the classifications required to work with the most senior employees in each classification being given first choice. Employees who do work on the day after Thanksgiving will take their personal day on the workday preceding the Christmas holiday. In each succeeding year, employees will rotate the personal day.

23.10 Personal days are not cumulative and do not carry over from one calendar year to the next. Time taken for personal days are considered "time worked" for purposes of calculating overtime.

23.11 A newly hired probationary employee will not be entitled to any paid personal days as covered in Section 23.7 and Section 23.8. Only after the successful completion of the one hundred eighty (180) day probationary period is over will Sections 23.7 and 23.9 apply.

## **ARTICLE 24**

### **LAYOFF AND RECALL**

24.1 In any case of an anticipated layoff of bargaining unit employees, the Employer shall notify the Union of the impending layoff prior to service of notice to employees.

24.2 In the event of a layoff, affected employees shall receive written notice of layoff at least seven (7) work days prior to the effective date. The President of the Union or his/her designee shall be forwarded a copy of all layoff notices served on any employee the day of mailing or personal service.

24.3 The Employer shall, within each classification affected, lay off employees in order of seniority. Layoffs shall occur in the following order in the classification(s) affected:

1. seasonal, temporary employees; and intermittent employees;
2. student employees;
3. probationary employees;
4. permanent employees in the inverse order of their seniority as defined in this Agreement.

Layoff of part-time and full-time employees shall occur in inverse seniority in the classification and the employment status or each group affected by the reduction in force.

Full-time employees affected by a layoff may exercise bumping rights at their option against part-time employees with less seniority within the classification. Failure to exercise

bumping right shall not cause the Employer to challenge any application for unemployment compensation benefits.

24.4 An employee receiving notice of layoff shall have five (5) work days following receipt in which to exercise their right to bump any employee with less Employer seniority in the same or lower rated classification that the affected employee is qualified to perform without training. An employee who bumps into a lower rated position will be compensated at the lower rate of pay and benefits. An employee who is bumped from their position shall have five (5) work days in which to exercise their bumping rights in a similar manner. An employee who does not have sufficient seniority to bump another employee shall be laid off and placed on the appropriate recall list. The form for "Notice of Bumping" is attached hereto as Appendix E. With reference to Section 24.5

24.5 When employees are laid off, the Employer shall create and maintain a layoff and recall list for each classification. The Employer shall recall employees according to seniority, beginning with the most senior employee in the classification, and then to any classification where the employee has the skill, ability, and qualifications to perform the work with minimum training, as determined by the Employer. Employees shall be on recall for a period of twelve (12) months. The President of the Union or designee shall be forwarded a copy of all recall lists and a copy of all changes and amendments thereto at the time of posting and as changes, amendments are made by the Employer.

In the event an employee refuses recall to a classification other than that from which he was laid off, the employee will not lose recall rights for the original classification. However, if the employee refuses recall to his/her original classification (that from which he/she was placed on layoff), the employee will be removed from the recall list.

24.6 Notice of recall will be sent to the employee by registered mail with a copy to the Union. The Employer will be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

The recalled employee will have up to seven (7) calendar days following mailing of the recall notice to notify the Employer of their intent to return to work, and shall have ten (10) calendar days following mailing of the recall notice in which to report for duty, unless a different date for return is otherwise notified in the notice beyond the ten (10) calendar days. Failure to comply with the time limits as established herein will result in an employee's loss of recall rights. In the event of extenuating circumstances such as illness, injury or other good cause preventing the employee from returning or giving notice within the time limit above, the Employer may grant a reasonable extension not to exceed thirty (30) days. In the event such illness or injury precludes an employee from returning to work within the time limit above (including extension), such employee shall be by-passed for recall, but shall remain on the recall list for the length of the employee's seniority at the time of layoff, but not to exceed eighteen (18) months.

In the event there is a tie in seniority date of two (2) or more employees, then preference shall be determined by draw.

## **ARTICLE 25**

### **JOB DESCRIPTIONS**

25.1 Each job description shall list the major or central duties of the particular position and shall automatically include all functionally related duties, whether listed or unlisted.

25.2 The Employer agrees to provide a copy of the appropriate job description to each employee when hired, transferred, demoted, or promoted into a classification. Whenever a job description is substantially changed or altered, affected employees shall receive a copy of the new job description.

25.3 The Employer agrees to provide the Union with a copy of the table of organization and to make available the current job descriptions for all classifications within the bargaining unit.

25.4 The Employer may evaluate the responsibilities and duties of a job to reclassify it. An incumbent shall not suffer a loss of compensation as a result of such a reclassification, however, if such an evaluation indicates that the position merits a lesser rate of pay, the newly established rate of pay shall become effective when the position is filled with a new or different employee.

## **ARTICLE 26**

### **LABOR/MANAGEMENT CONFERENCE**

26.1 In the interest of effective communications, either party may at any time request a Labor-Management Conference. Such request shall be made in writing and be presented to the other party five (5) calendar days in advance of the requested meeting date. The written request shall include an agenda of items the party wishes to discuss and the names of those representatives who will be attending. A Labor-Management Conference shall be scheduled within ten (10) days of the date requested, but no more frequently than quarterly unless both parties agree to meet more frequently.

26.2 The purpose of such meeting shall be limited to:

- A. Discuss the administration of this Agreement;
- B. Notify the Union of changes made by the Employer which affect employees;

- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest to the parties;
- E. Give the Union representative the opportunity to share the views of their members and/or make suggestions on subjects or interest to their members;
- F. Discuss ways to increase productivity and improve efficiency;
- G. Consider and discuss health and safety matters relating to employees;
- H. Discuss matters pertaining to the administration of the non-discrimination provisions of this Agreement.

26.3 Minutes of the meetings shall be taken by an Employer representative, typed and distributed to the participants and to the Board of Commissioners within five (5) working days of the meeting.

26.4 There shall be no more than three (3) Union representatives in attendance at the Labor/Management Conference. There shall be no more than four (4) management representatives at the conference.

**ARTICLE 27**

**SAFETY AND HEALTH**

27.1 The Employer shall make reasonable attempts to maintain a safe and healthful workplace and comply with applicable safety laws, rules and regulations.

27.2 Occupational safety and health is the mutual concern of the Employer and the Union. In this regard, the Union will cooperate with the Employer in encouraging employees to observe applicable safety laws, rules and regulations.

27.3 Employees shall follow all departmental safety rules, regulations, and methods.

27.4 Employees will promptly report to their immediate supervisor conditions alleged to be unsafe. The supervisor will investigate the report and correct the condition(s) if possible. If an employee disagrees with the supervisors determination or action the employee may file a grievance at the Step 2.

27.5 Safety and health matters of mutual concern will be addressed at the labor-management conferences.

**ARTICLE 28**

**UNION BULLETIN BOARDS**

28.1 The Employer shall provide the Union space for bulletin boards at all sites for the purpose of posting Union sanctioned and approved notices and communication. The Union assumes any and all responsibilities and liability for any notices posted on the bulletin board.

28.2 The material posted shall relate to but not be limited to:

- A. Union recreational and social affairs;
- B. Union meetings
- C. Union appointments;

- D. Notice of nominations and elections;
- E. Results of elections; and
- F. Any other material authorized by the Local Union President.

28.3 It is agreed that no material may be posted on the Union bulletin board at any time which contain personal attacks upon any other member or any other employee, derogatory attacks upon the administration or management or attacks and/or any comments regarding a candidate for public office.

## ARTICLE 29

### HEALTH COVERAGE

29.1 For the term of this Agreement, the Employer agrees to continue to provide hospitalization coverage at the same level and at the same cost as established by the County Commissioners for non-bargaining unit employees of the County.

29.2 The Employer will pay ninety percent (90%) of the premium for the primary plan (basic health insurance) for full-time employees. The employee shall pay the remainder of premium.

At any time during the term of this Agreement, should the County wish to change health benefits for employees as a result of a change of coverage, carrier or cost to the employee being implemented by the Board of County Commissioners, the Employer will notify the Union of the pending change, and the Union may initiate discussion on the effects of the change by directing a letter to the Employer indicating its desire to do so. The parties shall meet within two (2) weeks of such notice. It is agreed that no change shall be initiated during the two (2) week period.

29.3 Effective on execution of this Agreement, the Employer will contribute sixty-one (\$61.00) per month per bargaining unit employee on active pay status to the AFSCME Care Fund. Such contribution shall be for the purpose of providing Dental IIA \$34.00, Vision II \$12.00 and Prescription Drug \$15.00 benefits as described by AFSCME. Employees not participating in the benefit as of the date of this Agreement must submit an enrollment card to the Personnel Office in order to initiate such Employer contribution. The only obligation of the Employer under such plan and this section shall be to pay the required premium.

## ARTICLE 30

### WAGES

30.1 **Starting Rates for each Classification** are set forth at Appendix F. **Employees who are grandfathered in will have their longevity added to their current wage and this will become their new wage. The new Longevity Pay Grid will apply to all employees.**

The Employer may grant credit at the time of hire for previous experience in similar position.

**Employees who are promoted (move to a higher pay grade through the bid procedure specified herein) will receive the greater of either the hourly rate for the entry level of the new pay grade or the hourly rate equal to three percent (3%) more than their**

**current hourly rate. Longevity, if any based upon years of service will be paid in accordance with section 30.2 below:**

Employees who are reduced in position through bid, or other reason except for failure of the probationary period will go back to the wage they would have had if they had not changed position. Longevity pay, based upon years of service will be paid in accordance with section 30.02 below.

Employees who fail the probationary period following a promotion and are reinstated to their former positions will maintain their wage which they would have held had they not been promoted.

**30.02 Effective January 1, 2016 all employees who have worked five full years with the County will receive longevity for each full year of service in excess of five years, in accordance with the Longevity Pay Grid attached hereto as Appendix G. For purposes of longevity, the time spent on unpaid leaves of absence in excess of six consecutive months will not count toward longevity service. Longevity payments will be made in the first full pay period in December of each year, and will be subject to the employee's customary withholdings and deductions. The Employer will make their portion of retirement contribution as required by Ohio Public Employee Retirement System. If an employee should leave the County's employment the Longevity pay will be pro-rated**

Note:

Regarding employees who joined this Local 3781 and were previously working for the County, if they have completed the five years with the County, **their longevity will begin at \$0.25** For calculation purposes the anniversary date of when they were hired under the Commissioners will be used. Even if they have completed more than five full years before joining this Local 3781, their longevity will begin at **\$0.25** after they have become a member of this Local 3781.

Example:

John Doe has been working for County Treasurer since 5/16/2000. He continued working for County Treasurer for ten years. On 12/01/2010 John Doe took a job that was in the AFSCME Local 3781 Union. Because John Doe has completed the five year requirement with the County, and has joined the Union in 12/01/2010, his new anniversary date for longevity only is 12/01/2010 and longevity begins once he joins the Union at **\$0.25** for the year of 2010. On 12/01/2011 John Doe would go to the next Level of \$0.30.

**The implementation of the Longevity Pay Grid (Appendix G) is intended to supersede and replace the longevity formula established in the prior collective bargaining agreement. However, all employees' salary rates effective as of December 31, 2015, which include longevity, will remain in effect and no employee will suffer a reduction in their hourly rate as a result of the transition to the new longevity plan.**

An employee who wishes to challenge or request an adjustment to their current wages may not do so after sixty (60) days following the anniversary date of this Agreement. Adjustment

will include but not be limited to Wage, Longevity, and Adjusted Start Dates. Adjustments for gaining of licensures and wage placement due to promotions and/or transfers will be made.

### **30.03**

**In the contract year of 2016 - 2018, the employer and union agree the Wage Percentage increases will be:**

**January 1, 2016 - 1.5%**

**January 1, 2017 - 1.5%**

**January 1, 2018 - 2 %**

**Note: the 1.5% increase in January will be added onto the employees new wage**

### **30.04**

**Employees who had not yet reached Step 5 under the provision of the prior collective bargaining agreement as of December 31, 2015 shall be entitled to one time increase of \$0.50 per hour effective January 1, 2016. Such employees will also be eligible for and receive the wage increase set forth in Section 30.3 above.**

## **ARTICLE 31**

### **WAIVER IN CASE OF EMERGENCY**

31.1 In case of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Commissioners of Ashtabula County, the Federal or State Legislature, such as acts of God, the following conditions of this Agreement shall automatically be suspended:

- a. time limits for the Employer or the Union replies on grievances; and
- b. all work rules and/or agreements and practice relating to the assignment of all employees.

31.2 Upon the termination of the emergency or within seven (7) calendar days of date of said declared emergency unless otherwise mutually agreed by the parties, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed.

### **31.3**

In the event that the Commissioners close the courthouse due to weather or other emergency, the Clerk of Courts will close the Office as well.

## **ARTICLE 32**

### **GENDER AND PLURAL**

32.1 Whenever the context so requires, the use of words herein, in the singular, shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the

use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

**ARTICLE 33** **OBLIGATION TO NEGOTIATE**

33.1 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

33.2 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

33.3 Only upon mutual agreement of the parties may any provision of this Agreement be renegotiated during its term.

**ARTICLE 34** **TOTAL AGREEMENT**

34.1 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified and discontinued at the sole discretion of the Employer, after seven day notice to the Union, without any such modifications or discontinuances being subject to any grievance or appeal procedure herein.

**ARTICLE 35** **CONFORMITY TO LAW**

35.1 This Agreement shall be subject to and subordinated to any applicable present and future federal and state laws as set forth in R.C. 4117.10, and the invalidity of any provisions of this Agreement by reason of any such existing or future law shall not effect the validity of the surviving provisions.

35.2 If the Enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving provisions of this agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

35.3 In the event a portion of this Agreement is rendered invalid, as set forth above, upon written notification of either party, the parties shall meet within thirty (30) days to negotiate a lawful alternative.

**ARTICLE 36**

**DURATION OF AGREEMENT**

36.1

**A. This Agreement shall be effective as of January 1, 2016 and shall remain in full force and effect through December 31, 2018.**

B. If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior nor later than sixty (60) calendar days to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) weeks upon receipt of the notice of intent.

ARTICLE 37

EXECUTION

37.01 This Agreement is hereby executed on this 18 day of February, 2016

FOR THE EMPLOYER:

FOR THE UNION:

Tami Pentek  
Tami Pentek, Clerk of Courts

Janet Boland  
Janet Boland, Union President

Laura Bettie  
Laura Bettie, Chief Deputy Clerk

Jack Filak  
Jack Filak, Union Staff Representative

Daniel Claypool, Commissioner

Peggy Carlo  
Peggy Carlo, Commissioner

Casey Kozlowski  
Casey Kozlowski, Commissioner

Scanned: JUN 30, 2016 08:19 Tami Pentek, Clerk Ashtabula Co Common Pleas

**APPENDIX A**

**ASHTABULA COUNTY CLERK OF COURTS**

<b>CLASSIFICATION</b>	<b>GRADE</b>
LEGAL BOOKEEPER	19
TITLE BOOKEEPER	19
LEGAL ASSISTANT BOOKEEPER	17
TITLE ASSISTANT BOOKEEPER	17
LEGAL CERK II	17
LEGAL CLERK I	14
LEGAL FILE CLERK	12
TITLE CLERK III	19
TITLE CLERK II	17
TITLE CLERK I	14

**APPENDIX B**

**DUES DEDUCTION FORM**

AUTHORIZATION FOR REPRESENTATION  
AND PAYROLL DEDUCTION  
OHIO COUNCIL 8, AFSCME, AFL-CIO

I, the undersigned, designate the American Federation of State, County, and Municipal Employees, AFL/CIO, as my duly chosen and authorized representative on all matters related to my wages, hours and conditions of employment in order to promote and protect my economic welfare. Please consider this your authority to deduct from salary or wages earned by me an amount certified by the Union. The amount deducted shall be paid to the Local Union Treasurer, AFSCME, as you may be directed.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

**APPENDIX C**  
**OFFICIAL GRIEVANCE FORM**

Grievance # \_\_\_\_\_

Step # \_\_\_\_\_

Employee Name: \_\_\_\_\_

Employee classification: \_\_\_\_\_ Immediate Supervisor: \_\_\_\_\_

Date and Time of Incident: \_\_\_/\_\_\_/\_\_\_ Time: \_\_\_\_\_ A.M./P.M.

Date Grievance First Discussed: \_\_\_/\_\_\_/\_\_\_

Date Grievance was Filed in Writing at Step One: \_\_\_/\_\_\_/\_\_\_

1. This grievance alleges that: \_\_\_ a. Article \_\_\_ Section \_\_\_ was violated: OR  
\_\_\_ b. Disciplinary action was not appropriately applied.

2. Explain what was done, and how and why the action was inappropriate.

Remedy requested to resolve the grievance.

I authorize the AFSCME Local 3781 as my representative to act for me in the disposition of this grievance.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Union Representative's Signature

\_\_\_\_\_  
Date

DATE SUBMITTED TO MANAGEMENT REPRESENTATIVE: \_\_\_/\_\_\_/\_\_\_

(To be filled out by Management Representative)

DATE RECEIVED BY MANAGEMENT REPRESENTATIVE: \_\_\_/\_\_\_/\_\_\_

DISPOSITION OF GRIEVANCE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE PRESENTED TO EMPLOYEE/UNION REPRESENTATIVE: \_\_\_/\_\_\_/\_\_\_

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Union Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Management Representative

\_\_\_\_\_  
Title

The employee has until \_\_\_\_\_ to pursue this grievance to the next step.  
Date

**APPENDIX D**  
**BIDDING FORM**

\_\_\_\_\_  
Bid Classification

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Present Classification

\_\_\_\_\_  
Employee Signature

Received by the Employer on \_\_\_\_\_  
Date

\_\_\_\_\_  
Employer

- One copy of the complete bid form retained by Employer
- One copy returned to employee
- One copy sent to Union

**APPENDIX E**  
**NOTICE OF BUMPING**

Employee Name: \_\_\_\_\_

Employee Classification: \_\_\_\_\_

Department: \_\_\_\_\_

I hereby give notice of bumping and wish to exercise my “bumping” rights in accordance with Article 24.4 of the Collective Bargaining Agreement in order to bump into \_\_\_\_\_ Classification. I understand that this notice must be given within five (5) work days of my receipt of my layoff notice.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date Submitted

\_\_\_\_\_  
Received By

**APPENDIX F**  
**Clerk of Courts**  
**Wages**

<b>PAY Grade</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>
	<b>Starting Rate</b>	<b>Starting Rate</b>	<b>Starting Rate</b>
<b>12</b>	13.54	13.74	14.02
<b>13</b>	13.99	14.20	14.48
<b>14</b>	14.46	14.68	14.97
<b>15</b>	14.99	15.22	15.52
<b>16</b>	15.51	15.74	16.06
<b>17</b>	16.10	16.34	16.67
<b>18</b>	16.74	16.99	17.33
<b>19</b>	17.53	17.79	18.15
<b>20</b>	18.33	18.61	18.98
<b>21</b>	19.20	19.49	19.88
<b>22</b>	20.05	20.35	20.75
<b>23</b>	20.99	21.31	21.73
<b>24</b>	21.97	22.30	22.75
<b>25</b>	22.99	23.33	23.80

## APPENDIX G

Clerk of Courts

### Longevity Pay Grid

5 years of service	(\$.25/hr.)
6 years of service	(\$.30/hr.)
7 years of service	(\$.35/hr.)
8 years of service	(\$.40/hr.)
9 years of service	(\$.45/hr.)
10 years of service	(\$.50/hr.)
11 years of service	(\$.55/hr.)
12 years of service	(\$.60/hr.)
13 years of service	(\$.65/hr.)
14 years of service	(\$.70/hr.)
15 years of service	(\$.75/hr.)
16 years of service	(\$.80/hr.)
17 years of service	(\$.85/hr.)
18 years of service	(\$.90/hr.)
19 years of service	(\$.95/hr.)
20 + years of service	(\$1.00/hr.)

**The Longevity sum will be paid in one (1) lump sum the first pay in December of each year**

Example: 10 years of service - \$.50/hr. x 8 hrs. = \$4.00 day x 5 days week = \$20/wk. x 52 weeks in a year = Total Longevity that year = \$1,040.00