

**COLLECTIVE BARGAINING AGREEMENT**

**COUNTY OF CUYAHOGA**

**And,**

**COMMUNICATIONS WORKERS OF AMERICA**

**Local 4340**

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

**01/01/2021 – 12/31/2023**

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## **Article 1: AGREEMENT**

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

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

## **Article 2: RECOGNITION**

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

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

- Sheriff's Clerk
- Data Systems Programmer
- Data Systems Technician
- Administrative Coordinator

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

### **Article 3: STATEMENT OF PURPOSE**

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

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

### **Article 4: PLEDGE AGAINST DISCRIMINATION**

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

### **Article 5: POLICIES AND PROCEDURES**

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

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

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

## **Article 6: MANAGEMENT RIGHTS**

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

- 1) To determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, its standards of services, its overall budget, its utilization of technology and organizational structure;
- 2) To direct, supervise, evaluate and hire Employees;
- 3) To maintain and improve the efficiency and effectiveness of operations;
- 4) To determine the overall methods, process, means and personnel by which operations are to be conducted;
- 5) To suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, train, and administer tests based on the training, and schedule, promote and retain Employees;
- 6) To determine the adequacy and size of the work force;
- 7) To determine the overall mission of the Employer as a unit of government;
- 8) To effectively manage the work force;
- 9) To take actions to carry out the mission of the public Employer as a governmental unit;
- 10) To require a medical, toxicological, or psychological examination to determine performance capability and suitability for continued employment, at the Employer's expense, from a physician designated by the Employer.

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

## **Article 7: DUES AND UNION SECURITY**

**SECTION 1.** Employees may resign from Union membership in accordance with state and federal law. Notice of resignation must be in writing and presented to the Union Local President and the Employer. The payment of dues and assessments uniformly required of the entire membership shall be the only required condition of membership.

**SECTION 2.** The Union agrees to accept all present Employees in the bargaining unit into membership, provided they make proper and timely application and tender to the Union periodic dues and any Union assessments.

**SECTION 3.** In the case of Employees returning to work after a layoff or leave of absence, or transferred back into the bargaining unit, who previously properly executed authorization for check-off of dues forms, deductions will be made for membership dues and any Union assessments.

**SECTION 4.** Where the Employee or the Union has delivered to the Employer proper legal, voluntary authorization for such deductions, the Employer will deduct from the pay of each Employee, all Union assessments and periodic dues. All deductions shall be made from the first pay earned each month. A check for such monies shall be forwarded to the financial secretary/treasurer of the local Union of the designated unit by the 20<sup>th</sup> day of each month. Any member shall have authorized deductions made from the first pay of the next calendar month in which the member is compensated for forty (40) or more hours during the previous month. The parties shall cooperate with each other to provide financial information concerning check-off monies and Employees involved. The Employer will be relieved of its obligation to check off an Employee's dues if the Employee revokes dues in accordance with the authorization card and notifies the Employer and the Union in writing.

**SECTION 5.** The Union shall assume full and complete responsibility for the disposition of all funds received and shall save the Employer harmless therefrom. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article.

## **Article 8: REPRESENTATION**

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

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

**SECTION 3.** The Employer recognizes the right of the Union to select one steward per department and a chief steward. Stewards shall not be limited to representing Employees in the same department to which they are assigned. The Union will provide the Employer with a written list of officers and authorized Union

representatives (including both Employee and non-Employee Union representatives) upon the full execution of this Agreement and as necessary thereafter to reflect the addition or removal of any officers or authorized Union representatives.

**SECTION 4.** All Union representatives may investigate and process grievances during scheduled working hours without loss of time or pay. Union representatives shall furnish twenty-four (24) hours of advanced written notice to their supervisors so that arrangements can be made for their release.

### **Article 9: UNION LEAVE AND ORIENTATION**

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

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

**SECTION 3.** The Employer will notify the Union within fourteen (14) days of the start date of a new bargaining unit Employee.

**SECTION 4.** The Employer will notify the Union seven (7) days in advance of scheduled new employee orientations to the extent reasonably practicable, including those held online. The Union shall be provided access to meet with new Employees during or immediately after orientation sessions, and to distribute packets of information supplied by the Union to all new Employees.

The Employer agrees to provide updated lists of bargaining unit Employees with contact information by the 20<sup>th</sup> of every month. The contact information shall include: name, amount of dues or fees deducted, payroll id, rate of pay, job classification, address, County hire date, bargaining unit seniority date.

### **Article 10: UNION BULLETIN BOARDS**

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

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

- a) Posting of rules and regulations of the Union;

- b) Notices of Union meetings and election results;
- c) Notices of recreational and entertainment activities;
- d) Educational material.

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

**Article 11: NO STRIKE/NO LOCKOUT**

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

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

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

**Article 12: WAGES**

**SECTION 1.** Effective the first date of the first full pay period in January 2021, each step of the respective wage schedules for bargaining unit Employees shall be increased by two percent (2%) as follows:

- a) Sheriff's Clerk

Pay Level 1: Imaging, Scanning Clerks, and Mailroom Clerks

Start	1	2	3	4
\$14.55	\$15.32	\$16.12	\$16.89	\$17.23

Pay Level 2: All other Sheriff's Clerks (Records Checks Clerks; Data Systems Clerks; Deeds Clerks, Fiscal Services; Clerks assigned to the Office of the Warden or Administration; Evictions/Executions Clerks; Release Clerks; Lien/Foreclosure Cashiers; Leads Clerks; Warrants Clerks; Commissary Clerks; Communication Clerks, Transportation Clerks; Lead Clerk, designated cross-trained Lead Clerk in Civil Writs; Identification Technician Clerks)

Start	1	2	3	4
\$15.61	\$16.45	\$17.30	\$18.14	\$18.50

b) Administrator Coordinator

Start	1	2	3	4
\$18.13	\$18.59	\$19.07	\$19.56	\$20.04

c) Data Systems Programmer / Data Systems Technician

Start	1	2	3	4
\$23.79	\$24.27	\$24.85	\$25.35	\$25.86

**SECTION 2.** Effective the first date of the first full pay period in January 2022, each step of the respective wage schedules for bargaining unit Employees shall be increased by two percent (2%). In addition, as an equity adjustment, each step of the wage schedule for Sheriff's Clerks in Pay Level 2 only shall be increased by \$.50 after application of the two percent (2%) increase. The respective 2022 wage schedules for bargaining unit Employees are as follows:

a) Sheriff's Clerk

Pay Level 1: Imaging, Scanning Clerks, and Mailroom Clerks

Start	1	2	3	4
\$14.84	\$15.63	\$16.44	\$17.23	\$17.57

Pay Level 2: All other Sheriff's Clerks (Records Checks Clerks; Data Systems Clerks; Deeds Clerks, Fiscal Services; Clerks assigned to the Office of the Warden or Administration; Evictions/Executions Clerks; Release Clerks; Lien/Foreclosure Cashiers; Leads Clerks; Warrants Clerks; Commissary Clerks; Communication Clerks, Transportation Clerks; Lead Clerk, designated cross-trained Lead Clerk in Civil Writs; Identification Technician Clerks)

Start	1	2	3	4
\$16.42	\$17.28	\$18.15	\$19.00	\$19.37

b) Administrator Coordinator

Start	1	2	3	4
\$18.49	\$18.97	\$19.46	\$19.95	\$20.44

c) Data Systems Programmer / Data Systems Technician

Start	1	2	3	4
\$24.26	\$24.75	\$25.34	\$25.85	\$26.37

**SECTION 3.** Effective the first date of the first full pay period in January 2023, each step of the respective wage schedules for bargaining unit Employees shall be increased by two percent (2%). In addition, as an equity adjustment, each step of the wage schedule for Sheriff's Clerks in Pay Level 2 shall be increased by \$.50 after application of the two percent (2%) increase. The respective 2023 wage schedules for bargaining unit Employees are as follows:

a) Sheriff's Clerk

Pay Level 1: Imaging, Scanning Clerks, and Mailroom Clerks

Start	1	2	3	4
\$15.13	\$15.94	\$16.77	\$17.57	\$17.92

Pay Level 2: All other Sheriff's Clerks (Records Checks Clerks; Data Systems Clerks; Deeds Clerks, Fiscal Services; Clerks assigned to the Office of the Warden or Administration; Evictions/Executions Clerks; Release Clerks; Lien/Foreclosure Cashiers; Leads Clerks; Warrants Clerks; Commissary Clerks; Communication Clerks, Transportation Clerks; Lead Clerk, designated cross-trained Lead Clerk in Civil Writs; Identification Technician Clerks)

Start	1	2	3	4
\$17.25	\$18.13	\$19.01	\$19.88	\$20.26

b) Administrator Coordinator

Start	1	2	3	4
\$18.86	\$19.35	\$19.84	\$20.35	\$20.85

c) Data Systems Programmer / Data Systems Technician

Start	1	2	3	4
\$24.75	\$25.25	\$25.85	\$26.37	\$26.90

**SECTION 4.** During each year of this Agreement, step progression along the above wage schedules shall occur on the Employee's anniversary date with the bargaining unit and shall continue annually thereafter.

### **Article 13: OVERTIME-PREMIUM PAY**

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

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

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

**SECTION 4.** In the event the Employer has determined that there is a need for overtime, in accordance with its management rights, the Employer may mandate Employees to work overtime. Overtime (whether mandated or accepted) and not worked will be considered an unapproved absence and subject to discipline pursuant to the Employer's Attendance Policy unless the Employee's absence is excused by management.

Employees may receive compensatory time in lieu of overtime pay upon Management's approval. Accrued compensatory time may only be utilized with Management's prior approval. Employees may accrue approved compensatory time in accordance with the FLSA, and unused compensatory time will be paid out in accordance with the FLSA.

### **Article 14: MILEAGE REIMBURSEMENT**

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

### **Article 15: GROUP INSURANCE/HOSPITALIZATION**

**SECTION 1.** An eligible Employee is defined as a full time Employee covered by this Agreement. The Flex Count Plan (the plan) is defined as the section 125 or

cafeteria plan, which is provided by the Employer for health insurance, benefits for County employees. The Employer shall provide eligible Employees the opportunity to enroll in the plan once during each plan year at its annual open enrollment period. The plan year commences on January 1, and ends on December 31 of the calendar year, but is subject to change.

**SECTION 2.** Effective January 1, 2021, bi-weekly Employee contributions for medical and prescription drug benefits shall be determined as follows:

**a) METROHEALTH PLAN**

1. For all three years of the Agreement, the County shall offer an HSA plan through the MetroHealth System with no bi-weekly contribution to employees;
2. The bi-weekly contribution for a non-HSA plan offered through MetroHealth shall be as follows:
  - a. 2021: 93% Employer, 7% Employee
  - b. 2022: 93% Employer, 7% Employee
  - c. 2023: 93% Employer, 7% Employee

**b) OTHER BENEFIT PLANS**

The biweekly health insurance contribution rates for all other plans shall be as follows:

1. 2021: 86% Employer, 14% Employee
2. 2022: 86% Employer, 14% Employee
3. 2023: 86% Employer, 14% Employee

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

**SECTION 4.** Effective January 1, 2021, the Employer shall contribute 86% of the costs for the ancillary benefit plans (i.e. vision and dental) and the Employee shall contribute 14% of the cost for ancillary benefit plans for all three (3) years of this Agreement.

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

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

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

**SECTION 8.** A waiting period of no more than one hundred twenty (120) calendar days may be required before new Employees are eligible to receive health and/or other insurance benefits. During the waiting period, the Employer may require Employees who desire coverage to purchase it through a third-party vendor instead of participating in the County plans that are offered to regular full-time Employees. New Employees shall be eligible to participate in the County plans on the first date of the first month following completion of the waiting period.

### **Article 16: HOLIDAYS AND HOLIDAY PAY**

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

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

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

**SECTION 2.** An Employee required to work on one of the recognized holidays shall be entitled to receive compensation at the rate of one and one-half (1-1/2) times the Employee's regular rate of pay, in addition to receiving regular holiday pay, which is straight time at the Employee's regular hourly rate for the number of hours of the Employee's regularly scheduled shift (e.g., eight (8), ten (10), or twelve (12) hours.

**SECTION 3.** To be eligible for holiday pay, Employees must work their last scheduled workday before the holiday and their first scheduled workday after the holiday, unless medical documentation to substantiate the absence is submitted and approved by the Employer. Employees scheduled to work the holiday must

work it in order to be eligible for holiday pay. For purposes of this article, a vacation or personal day is not a “scheduled workday”.

### **Article 17: LONGEVITY**

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

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

### **Article 18: HOURS OF WORK**

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

**SECTION 2.** The normal workweek for Employees will consist of forty (40) hours, inclusive of a one (1) hour paid lunch each work day. Specific work schedules and hours of work may vary depending upon job assignment. The Employer reserves its right to establish and change the hours of work, starting and/or ending times of any shift, and/or work schedules to include daily increments of more than eight (8) hours to address operational needs and conditions, as determined by the Employer in its sole and exclusive discretion.

**SECTION 3.** Except in emergency and/or unanticipated situations, each Employee shall be advised of a change in the Employee’s scheduled time for any week by 5:00 p.m. on Thursday of the preceding week, with such notice to be given by proper posting.

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

**SECTION 5.** The Employer reserves the right to issue shift assignments to Employees as it deems necessary to maintain and improve operational efficiency and effectiveness. In issuing shift assignments, the County shall consider all relevant factors, including, but not limited to, the Employee’s prior performance,

ability, skills, work experience, attendance history, and disciplinary history. If the foregoing criteria are equal, the Employee's shift preference, based upon the Employee's seniority, will be the governing factor, provided that the Employee's shift preference does not interfere with the Employer's ability to maintain and improve operational efficiency and effectiveness as determined by the Employer. Shift preference, based upon seniority, shall not be denied for arbitrary and capricious reasons.

## **Article 19: SENIORITY**

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

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

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

- a) the Employee resigns or retires;
- b) the Employee is discharged for just cause;
- c) the Employee is absent from work for three (3) or more consecutive workdays without valid excuse; or
- d) the Employee fails to return to work within seven (7) calendar days of the date of receipt of certified mailing of a recall notice; or
- e) the Employee fails to apply for reinstatement within 30 calendar days of discontinuation of PERS disability retirement benefits and no appeals are pending.

## **Article 20: TRANSFERS**

**SECTION 1.** Whenever an opening exists within the Sheriff's Clerk classification, a notice of such opening shall be posted on the bulletin board for a period of five (5) "working" days (excluding Saturdays, Sundays and holidays) prior to the external posting. Interested Sheriff's Clerk applicants, who are not serving a probationary period, may apply for a transfer by submitting a written letter of

interest to the Department of Human Resources no later than the conclusion of the “posting period”. Transfers requested by Sheriff’s Clerks shall be based on full consideration of seniority; ability to perform the duties; work experience; attendance and disciplinary history; and job performance in the Employee’s current position. At no time shall a transfer result in a change in the Employee’s base hourly rate. The Employer retains the right of final decision regarding transfers.

### **Article 21: PROBATIONARY PERIOD**

**SECTION 1.** Employees entering this unit are probationary Employees for a period of one hundred eighty (180) days. The Union may represent a probationary Employee, but neither the Union nor the probationary Employee may grieve any discipline or demotion imposed during the probationary period.

**SECTION 2.** There shall be no extension of the 180-day probationary period other than for a leave of absence of that Employee of five (5) or more consecutive workdays during the 180-day probationary period. In addition, the Employer, in its sole discretion, may extend the 180-day probationary period by up to sixty (60) calendar days. Such extended probationary periods shall be reduced to writing and shall be governed by all terms of this Article.

### **Article 22: PROMOTIONS**

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

**SECTION 2.** The Employer shall have the right to determine and select the individual it believes to be best qualified for the position, giving due consideration to the following criteria: work experience; education; previous job performance; ability to perform the duties; attendance records; discipline records; and seniority. In the event that no internal applications are made, or if the internal applicants do not possess the requisite qualifications or minimum requirements for the position, the Employer shall then proceed to an external posting of the position.

### **Article 23: PERFORMANCE EVALUATIONS**

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

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

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

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

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

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

#### **Article 24: LAYOFF AND RECALL**

**SECTION 1.** When the Employer determines to implement a layoff, the Employer shall notify the Union at least thirty (30) calendar days in advance and the affected Employee(s) at least fourteen (14) calendar days in advance of the effective date of such layoff. If the Union requests, the parties shall meet to discuss the Employer's action.

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

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

e) Employees who have completed their probationary period.

An Employee who is laid off shall have the right to displace another bargaining unit Employee with less seniority within the same classification, but in a different division, provided that the bumping Employee is qualified to perform the work in question at the discretion of the Employer.

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

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

**SECTION 5.** The recalled Employee shall have ten (10) calendar days following the date of the receipt of the recall notice, as received by the Union or Employee, to notify the Employer of the intention to return to work and shall have three (3) additional calendar days to report for duty unless a later date for returning to work is otherwise specified in the notice.

## **Article 25: DISCIPLINE**

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

**SECTION 2.** The pre-disciplinary conference shall be conducted by a neutral administrator selected from those administrators not directly in the chain of command of the Employee. The Employer shall elect the neutral administrator. At the pre-disciplinary conference, the Employee shall have the right to be represented by the Union. The Employee shall be afforded the opportunity to offer an explanation of any alleged misconduct. Only the neutral administrator is authorized to tape record a pre-disciplinary conference. If the neutral administrator elects to tape record the hearing, a copy of the tape recording will be provided to the Union upon written request and at Union expense. A report of said conference

shall be prepared by the neutral administrator. The Employer shall determine what discipline, if any, is appropriate.

## **Article 26: GRIEVANCE PROCEDURE**

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

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

**SECTION 3.** A grievance may be brought by any Employee covered by this Agreement. When the Union and Employer agree that a grievance affects a group of Employees, or the entire bargaining unit, arising from the same event and/or set of facts, it shall be known as a “policy grievance”. A “policy grievance” shall be captioned as such on the face of the grievance and filed at Step 2 of the Grievance Procedure by any steward within ten (10) working days of the event giving rise to the grievance.

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

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

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

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

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

**STEP 1 – Immediate Supervisor**

An Employee and/or a steward on behalf of an Employee having a grievance will first complete the formal grievance form and bring the form to Employee's immediate supervisor within ten (10) working days of knowledge of the incident giving rise to the grievance. The immediate supervisor shall discuss the grievance with the Employee and a Union steward, if requested, within five (5) working days of receipt of the grievance form. Within five (5) working days of such discussion, the supervisor shall provide a written response to the Employee, via a form created and approved by the Employer, which indicates whether the grievance is granted or denied via a checkmark in the applicable box on the form. Grievances concerning disciplinary suspensions or discharges must be commenced by reducing them to writing on the appropriate form and submitting them to the Employer's administrative designee within five (5) working days of the imposition of the disciplinary action. Processing of such grievances shall thereafter proceed at Step 2.

**STEP 2 – Department of Human Resources**

The Employer's administrative designee shall forward the Employee grievance to the Department of Human Resources assigned to the Sheriff's Department, who shall schedule a formal meeting to be held within fifteen (15) working days of the receipt of the grievance with the Employee who filed the grievance and a Union steward. Prior to this meeting taking place, the Human Resources designee shall make an investigation of all allegations contained in this grievance. Within fifteen (15) working days of the above meeting, the Human Resources designee, shall provide the Employee and a steward with a written response to the grievance.

**STEP 3 - Arbitration**

If the grievance is not answered to the Union's satisfaction in Step 2, the Union may make written request that the grievance be submitted to final and binding arbitration. Requests for arbitration must be submitted to the County Department of Law within thirty (30) working days following the date the Union received the Employer's Step 2 response. In the event the grievance is not referred to arbitration

within such time limit, the grievance shall be considered resolved based upon the answer given by the Employer in Step 2.

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

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

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

The arbitrator so selected shall be advised of selection within ten (10) working days after the selection is made and requested to provide available hearing dates. In no event shall the date of hearing be sooner than thirty (30) days from the date of selection unless waived by the parties. The decision of the arbitrator shall be final and binding upon both parties and Employee(s) involved. An arbitrator shall be limited to hearing one grievance at any one time, unless the parties agree otherwise. The arbitrator shall not have the power to add to or subtract from or modify any of the terms of this Agreement, or any supplemental Agreement. The arbitrator's function shall be to determine whether any provision of the Agreement has been violated by an interpretation or application of the Agreement. Back pay awards may not be retroactive to any period preceding the date on which the grievance was submitted to the first applicable step of the grievance procedure. The arbitrator shall render a decision within thirty (30) days from the last date evidence was submitted unless additional time is requested and mutually agreed to by the parties.

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

## **Article 27: SICK LEAVE**

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

**SECTION 2.** Employees who are unable to report for work, and who are not on a previously approved absence, shall notify the Employer at least thirty (30) minutes before the start of their shift, unless emergency conditions prevent such notification. In the event of an anticipated extended absence in excess of three (3) consecutive work days, the Employee shall notify the Department of Human Resources of the absence and the estimated duration of same as soon as possible.

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

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

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

**SECTION 5.** The Employee shall submit a signed, written statement to the Employer for the request and justification of sick leave upon returning to work through the County's web based timekeeping system (currently MyHR). Falsification of either the signed statement or a physician's certificate or application for use of sick leave with the intent to defraud shall be grounds for disciplinary action, up to and including dismissal.

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

physician's statement shall indicate that the family member was under a physician's care and that the Employee's presence was reasonably necessary for the health and welfare of the family member.

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

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

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

## **Article 28: FITNESS-FOR-DUTY EXAMINATION**

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

**SECTION 2.** An Employee relieved of duty under the preceding Section must be given medical clearance acceptable to the Employer by a qualified medical professional before being allowed to return to work. Such documentation must certify that the Employee is able to perform all of the duties of the Employee's position (unless there is an A.D.A. issue that can be reasonably accommodated). If there is a disagreement between the respective qualified medical professionals, they shall select a third qualified medical professional by mutual agreement. The third examination shall be mutually paid for by the Employer and the Employee

and the results and conclusions of that examination shall be final and binding and not be subject to the grievance procedure.

### **Article 29: SICK LEAVE DONATION PROGRAM**

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

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

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

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

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

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

The Employer will not solicit leave donations from Employees; the Union and/or bargaining unit members will be responsible for solicitation of donations and completion of the necessary documentation. The donation of sick leave time will

occur strictly on a voluntary basis. No Employee can be forced or coerced to donate. Any Employee who feels they are being pressured to donate should contact the Department of Human Resources.

**Article 30: PERSONAL DAYS**

The Employer will grant the use of two (2) sick days per year to be used as an Employee’s personal days. Employees in their first year of service in the bargaining unit are not eligible convert two (2) sick days into personal days. The Employee must secure authorization seven (7) working days prior to the use of such personal days with an application form provided by the Employer.

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

**Article 31: VACATION LEAVE**

**SECTION 1.** Each full time permanent employee is eligible for vacation leave. One year of service shall be computed on the basis of twenty-six bi-weekly pay periods (except in a year with 27 pay periods). Employees accrue vacation leave based on years of service as stated below. Vacation accrual for eligible employees is pro-rated based on the number of regular hours paid in a pay period. Overtime hours are not included in the accrual of vacation leave. Vacation leave is earned during the time that the employee is in active pay status. Employees in unpaid status do not accrue vacation leave.

**SECTION 2.** Vacation accrual is computed as follows:

Length of Ohio Public Service	Accrual Rate (Hours earned per 80 hours in active status)	Annual Hours Eligible	Maximum Accrual Balance (Total hours)
Less than 5 years	3.1	80	240
5 years – less than 15 years	4.6	120	360
15 years – less than 25 years	6.2	160	480
25 years or more	7.7	200	600

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

carry over vacation leave to the following year. No vacation leave shall be carried over for more than three (3) years. Any vacation leave not carried over will be paid on a date to be determined by the County, but no later than pay period 23, at the applicable rate of pay upon the Employee's written request. Once an Employee's vacation leave balance reaches the maximum accrual allowance, no further vacation leave will accrue until the balance drops below the maximum amount.

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

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

### **Article 32. LEAVE OF ABSENCE WITHOUT PAY**

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

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

**SECTION 3.** An Employee who fails to return to duty upon completion or cancellation of a leave of absence without pay, without written explanation which has been approved by the Employer, may be subject to disciplinary action. An Employee who fails to return to service from a leave of absence without pay, and

is subsequently removed from service, is deemed to have a termination date corresponding to the starting date of the leave of absence. An Employee who desires to request an extension of a prior approved leave of absence (not to exceed the six (6) month period specified in Section 1) shall submit a written application for extension of leave to the Department of Human Resources no later than seven (7) calendar days prior to the expiration of the leave, specifying the reasons supporting the request. The application is subject to review and approval by the Employer.

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

### **Article 33: FMLA**

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

### **Article 34: BEREAVEMENT LEAVE**

**SECTION 1.** Paid bereavement leave shall be provided in accordance with the County's Policies and Procedures Manual (Employee Handbook). If any changes are made to bereavement leave provisions in the Employee Handbook, the Parties shall meet to discuss whether bereavement leave shall be provided in accordance with the revision in the Employee Handbook or Sections 2, 3, and 4 of this Article.

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

**SECTION 3.** For purposes of the Article, definition of "immediate family" shall include: the Employee's parents (natural, step or foster), spouse, children (natural or step), brother, sister, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, legal guardian, or other person who stands in the place of a parent (*loco parentis, domestic partner and any other relative residing with the Employee*).

**SECTION 4.** In the event of the death of a relative other than a member of their immediate family, an Employee shall be granted a leave of absence with pay, to be charged against their accumulated and unused sick leave, for one (1) day to

attend the funeral if within the State of Ohio or two (2) days when the funeral is outside the State of Ohio. Any additional time off requested by the Employee is subject to the approval of their supervisor, manager and/or Department Director.

### **Article 35: MILITARY LEAVE OF ABSENCE**

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

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

### **Article 36: SICK LEAVE CONVERSION**

At the time of formal retirement from active service with the County and with ten (10) or more years of prior service with the State or any political subdivision, an Employee may elect to be paid in cash for twenty-five percent (25%) of the Employee's total unused accumulated paid sick leave. Such payment shall be based on the Employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the Employee at that time. Such payment shall be made only once to any Employee. The maximum payment shall not exceed thirty (30) days.

### **Article 37: TEMPORARY WORK LEVEL ADJUSTMENT**

**SECTION 1.** The County may assign bargaining unit Employees to perform work that is outside of their job classifications, and shall notify the Union as to the status of the assignment at the ninety (90) day mark of the assignment.

**SECTION 2.** If the County assigns an Employee to perform work in a higher rated job classification in the bargaining unit for eight (8) consecutive hours or more, that Employee shall be paid based on the lowest step of the pay range for the higher classification which provides a minimum of a five percent (5%) increase. A supervisor or management designee must verify and submit appropriate documentation to Payroll that the Employee performed the higher rated work and the duration of time that the Employee was performing the duties. If the rate of

pay for the other job classification is lower, the Employee shall retain their regular rate of pay.

### **Article 38. JOB DESCRIPTIONS**

**SECTION 1.** The Employer agrees to provide a job description to every Employee when hired, transferred to a new classification, promoted to a new classification, demoted to a new classification or if requested following an evaluation.

**SECTION 2.** The County shall provide a copy of the current job description for all classifications within the bargaining unit. Whenever a change occurs in any bargaining unit classification job description, the County shall provide the Union with a copy of the new job description prior to the job description being put into effect. Any employee whose job description is changed shall also be provided a copy of the new job description prior to it being put into effect.

**SECTION 3.** Each job description shall list the major and/or central duties of the particular job.

**SECTION 4.** If a new classification is a successor title to a classification covered by this Agreement with no substantial change in duties, the new classification shall automatically become part of the Agreement.

### **Article 39. PRE-TAX DEDUCTIONS FOR PERS CONTRIBUTIONS**

To the extent permitted by law, Employee contributions to the Ohio Public Employees Retirement System (PERS) shall continue to be excluded from the Employees' income for the purpose of federal income tax withholding.

### **Article 40: JOB AUDITS**

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

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

**SECTION 3.** To be reclassified, Employees must perform the work of a different classification at least 50% of the time measured over at least a six month period.

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

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

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

#### **Article 41: CWA PAF CHECKOFF**

**SECTION 1.** The County will deduct voluntary contributions on a monthly basis to the Communications Workers of America's Political Action Fund (PAF) from the wages of a member upon receipt from the Union of an individual written authorization card voluntarily executed by the member.

**SECTION 2.** The contribution amount will be certified to the County by the Union and shall be in the minimum amount of one dollar (\$1.00) per month. Money deducted shall be remitted to the Union no later than ten (10) days following the end of the pay period in which the deduction is made if so approved by the County pay roll. Payment shall be made to the Treasurer of PAF and transmitted to CWA, 501 Third Street NW, Washington, DC 20001-2797. The payment will be accompanied by an alphabetical list of the names of those members from whom a deduction was made and the amount of the deduction. This list must be separate from the list of members who had union dues deducted.

**SECTION 3.** A member shall have the right to revoke such authorization by giving written notice to the County and the Union at any time.

**SECTION 4.** The County'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.

**SECTION 5.** The Union hereby agrees that it will indemnify and hold the County harmless from any claims, actions or proceedings commenced by an employee against the County arising out of deductions made by the County pursuant to this article.

#### **Article 42: PERSONNEL FILES**

**SECTION 1.** Employees shall have the right to review their own personnel files provided notification is given to the Department of Human Resources. Examination of personnel files shall be made by appointment with the Department of Human Resources. If an Employee desires a copy of a document contained in the Employee's personnel file, a copy shall be provided. Employees are not permitted to remove any documents or alter the contents of their personnel file.

**SECTION 2.** Employees are permitted to review their personnel file once every six (6) months and time shall be allotted during the work day.

**SECTION 3.** Employees may place a written response or rebuttal to any disciplinary action or performance evaluation that is placed in their personnel file.

#### **Article 43: AFTER-HOURS CALL**

**SECTION 1.** Whenever an Employee is called after hours and is required to perform work for fifteen (15) minutes or more, the Employee shall be paid for the time of the call.

#### **Article 44: EXPIRATION AND RENEWAL**

This Agreement is effective upon the date of ratification by the County Council, and notwithstanding any other dates referenced on the cover of the Agreement, as footers on each page or elsewhere therein, unless specifically indicated. The Agreement shall remain in full force and effect until 11:59 p.m. on December 31, 2023, and shall thereafter continue in full force and effect from year to year and shall be renewed for successive years unless written notice of termination or a desire to modify or change this Agreement is given, in writing, by either party at least sixty (60) days prior to the expiration date.

**FOR THE UNION:**

**FOR THE COUNTY:**

  
\_\_\_\_\_  
Linda L. Hinton,                      Date  
District 4 Vice President

  
\_\_\_\_\_  
Armond Budish,                      Date  
County Executive

  
\_\_\_\_\_  
David Passalacqua, President      Date  
CWA, Local 4340

Approved as to legal form:

  
\_\_\_\_\_  
Sarah A. Nemastil  
Assistant Law Director  
Cuyahoga County  
Department of Law