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**AGREEMENT  
BETWEEN  
FRANKLIN COUNTY CLERK OF COURTS  
AND  
AFSCME OHIO COUNCIL 8, AFL-CIO,  
LOCAL 615**

**Effective January 1, 2017 to December 31, 2019**

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#### **MEMORANDA OF UNDERSTANDING**

## PREAMBLE

This Agreement, entered into by the Franklin County Clerk of Courts, hereinafter referred to as the "Employer", and the Ohio Council 8 and Local 615 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union" has as its purpose the following:

To set forth the understandings and Agreements between the parties governing the wages, hours, terms and conditions of employment for those employees included in the bargaining unit as defined herein, and to provide a peaceful procedure for the resolution of differences in accordance with the grievance procedure contained herein.

## ARTICLE 1 RECOGNITION

Section 1.1. The Employer recognizes the Union as the sole and exclusive representative for the purpose of negotiating wages, hours, terms and other conditions of employment for the employees of the Employer in the bargaining unit. Wherever used in this Agreement" bargaining unit" shall be deemed to include and exclude the following as set forth in the SERB certification, Case No. 2010-REP-09-0174:

Include: All employees of the Franklin County Clerk of Courts employed as clerks, including Account Clerks, Account Technicians, Customer Service Clerks 1 and 2, Data Clerks 1 and 2, Liaison Clerks, Mail Clerks, Microfiche Scanners and Records Clerks 1 and 2.

Exclude: All confidential, management-level employees, professional employees, and supervisors as defined in the Act, all seasonal and casual employees as defined by the State Employment Relations Board, all Auto title employees and employees in the following classifications: Account Manager, Budget Analyst, Business Operations Specialist, Business Process Analyst, Cash Manager, Clerk 3, HR Receptionist, Manager/Assistant Manager, Procurement Officer and Programmer/Analyst.

Section 1.2. Notwithstanding the provisions of this Article, management, confidential, professional, fiduciary, supervisory, casual, seasonal, temporary employees with no expectation of regular employment, and students whose primary purpose is education or training or who work as part-time employees less than fifty percent of the normal year shall be excluded from the bargaining unit.

Section 1.3. In the event of a change of duties of a position within the bargaining unit resulting in a reclassification of the position as determined by the Employer or in the event that the Employer establishes a new position, the Employer shall determine whether the new or changed position will be included in or excluded from the bargaining unit and shall so advise the Union in writing.

If the Union disputes the Employer's determination of the bargaining unit status, the parties will meet to attempt to resolve their disagreement. If the parties are unable to agree on the bargaining unit status of the position, the issue shall be subject to appeal by the Union to the State Employment Relations Board pursuant to Chapter 4117 of the Ohio Revised Code and the SERB Rules and Regulations.

If SERB determines that the position is appropriately within the bargaining unit, or if the parties agree the position is a bargaining unit position, the parties shall meet to discuss the rate of pay. If the parties reach impasse over the rate of pay for the new position, the Employer shall implement a rate of pay for the position for the duration of this Agreement, at which time the issue will become a subject for the next set of negotiations over a successor collective bargaining agreement.

## **ARTICLE 2 NON-DISCRIMINATION**

Section 2.1. The Employer and the Union agree that there shall be no discrimination against any bargaining unit employee on the basis of age, sex, race, color, creed, national origin, or disability. The Employer agrees that it will apply the terms of this Agreement and its employment policies and work rules in a uniform and consistent manner.

Section 2.2. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

## **ARTICLE 3 CHECK OFF AND FEES DEDUCTION**

Section 3.1 Check Off. The Employer will deduct monthly membership dues or fees payable to the Union, pursuant to Section 3.2 of this Article, entitled Fees Deduction, or upon receipt of a voluntary written individual authorization from any bargaining unit employee on a form mutually agreed to by the Union and the Employer.

In the event an employee's pay is insufficient for the deduction to be taken, the Employer will deduct the amount from the employee's next regular pay where the amount earned is sufficient.

The Employer's obligations to make deductions shall terminate automatically upon termination of employment or transfer of an employee to a job classification outside the bargaining unit. Employees who are recalled from temporary or seasonal layoff or returning from leave of absence shall resume payroll deduction of membership, commencing the first pay period of work.

Members of the Union or an employee who authorizes deduction may withdraw from the payment of dues, initiation fees, and assessments in accordance with the check off agreement.

The Employer agrees to submit two lists with each remittance of check off monies. (1) An alphabetical list of the name and current address of employees for whom a deduction was made and the amount of the deduction. (2) An alphabetical list of the name and current address of the employees who were dropped from the previous check off list and the reason each was dropped.

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an employee arising from deductions made by the Employer

hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 3.2 Fees Deduction Members of the Union or any other employee whose dues or fees are deducted pursuant to Section 3.1 of this Article, either as a new member or a reinstated member, may only withdraw, from the payment of dues or fees in accordance with the check off agreement. An employee can withdraw by sending the Employer and AFSCME, Ohio Council 8, a letter evidencing his or her desire to withdraw from Union membership consistent with the check off agreement.

All bargaining unit employees who are not members in good standing of the Union are required to pay a fair share fee to the Union as a condition of continued employment.

All bargaining unit employees who do not become members in good standing of the Union are required to pay a fair share fee to the Union, as a condition of employment. This condition is effective at the successful conclusion of an employee's probationary period.

The fair share fee amount will be certified to the Employer by the Union. The deduction of the fair share fee from any earning of the employee is automatic and does not require a written authorization for payroll deduction.

The deduction of fair share fee will not be made until the Employer receives written notice to begin deductions from the Controller of Ohio Council.

Payment to the Union of fair share fees deducted will be made according to the same provisions of the Agreement that govern the payment to the Union of the regular dues deductions.

The payment will be accompanied by an alphabetical list of the name and current address of those employees for whom a deduction was made and the amount of the deduction. This list must be separate from the list of employees who had Union dues deducted.

The Union maintains a lawful rebate process in accordance with Hudson.

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

## **ARTICLE 4 NO STRIKE/NO LOCKOUT**

Section 4.1. The Employer agrees not to cause, permit, or engage in any lockout of its employees during the term of this Agreement.

Section 4.2. The Union agrees that neither it, its agents, representatives, nor any of its members or any employees covered by this Agreement, individually or collectively during the term of this Agreement, shall for any reason, cause, permit or engage in picketing, a sit down, a strike, a boycott, a stand in, a slowdown,

a work stoppage, curtailment or restriction of production or interference or interruption of work or other interference with the Employer's business, including but not limited to a general strike, a sympathy strike, a slow down or other interference or interruption of work or the employer's business or operation.

Section 4.3. The Employer and Union agree that the Grievance Procedure of this Agreement is adequate to provide a fair and final determination of all grievances, arising under the terms of this Agreement. It is the desire of the Union and the Employer to avoid strikes and work stoppages and any and all other conduct set forth above in Section 4.2 of this Article.

Section 4.4. In the event that any employee or group of employees engages in any of the conduct described above in Section 4.2 during the term of this Agreement, the Employer has the exclusive right to discipline, up to and including discharge, any employee who engages or participates in such activities.

Section 4.5. The Union and its officers, agents and members shall not authorize, condone, ratify, permit, sanction or acquiesce in any of the activities described above in Section 4.2 of this Article and, should any such activities occur, the Union, by its officers, agents and members, shall be obligated to take affirmative steps to terminate such activities including but not limited to promptly ordering its members to resume their normal work duties, notwithstanding the existences of any picket line.

## **ARTICLE 5** **MANAGEMENT RIGHTS**

Section 5.1. To assure that the Employer continues to perform its legal duties to the public as required and limited by the Ohio and United States Constitutions, the Ohio Revised Code and Federal Statutes and to maintain efficient and responsive protection for the citizens of Franklin County, the Employer retains the right to determine the Clerk of Court's policies, procedures, and to manage the affairs of the Clerk of Court's Office in all respects.

Section 5.2. Management Rights Except where otherwise specifically limited by this Agreement, the Employer retains all rights to manage the Clerk of Court's Office including, but not limited to, the rights to:

- A. Determine the overall mission of the Employer as a governmental unit, and take actions to carry out that mission;
- B. Determine the size and composition of the Employer's work force, the organizational structure of the Employer and the methods by which operations are to be performed by employees;
- C. Manage the Employer's budget, including but not limited to the right, within the provisions of the Ohio Revised Code, to contract out or subcontract any work or operation of the Employer, except that the Employer agrees to bargain over the effects of the contracting out or subcontracting;
- D. Determine the nature, extent, type, quality and level of services to be provided to the public by employees and the manner in which those services will be provided;

- E. Determine, change, maintain, reduce, alter or abolish the technology, equipment, tools, processes or materials employees shall use;
- F. Restrict the activity of an employee organization on the Employer's time except as set forth in this Agreement;
- G. Determine job descriptions, procedures and standards for recruiting, selecting, hiring, training and promoting;
- H. Assign work, establish and/or change working hours, schedules and assignments as deemed necessary by the Employer to assure efficient operations;
- I. Direct and supervise employees and establish and/or modify performance programs and standards, methods, rules and regulations, and policies and procedures applicable to employees;
- J. Hire, evaluate, promote, transfer (permanently or temporarily), reallocate, and take other personnel actions for non-disciplinary reasons in accordance with the relevant statutes, rules and regulations and this Agreement;
- K. Discharge, remove, demote, reduce, suspend, reprimand or otherwise discipline employees for just cause;
- L. Lay-off employees of the Employer, or abolish job positions, because of lack of work or funds, or under conditions where continued work would not be cost efficient;
- M. Determine, maintain, expand, change, alter, or reduce employees' compensation or benefits in conformity with the provisions of this Agreement and with notice and negotiation where appropriate;
- N. 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 Employer, standards of services, its overall budget, utilization of technology, and organizational structure.

## **ARTICLE 6** **LABOR MANAGEMENT COMMITTEE**

Section 6.1. Philosophy The Employer and the Union recognize the responsibility they have to make full use of the knowledge, talent and commitment of all who are involved in the delivery of services to the citizens of Franklin County. The Employer and the Union recognize the benefit to each of exploration and study of issues which may enhance or detract from the ability of the Clerk of Court to provide the highest standards of service. Toward this end the Employer and the Union agree to create and maintain labor management meetings as an active forum for the exploration of mutual concerns.

The Employer and the Union shall use this forum not as a substitute for collective bargaining nor as a mechanism for modifying the Agreement, rather the forum is seen as an adjunct to the collective bargaining process and as an aide in implementing and maintaining the Agreement.

This forum will also be useful as a place to discuss issues which arise outside the context of collective bargaining but which represent impediments to a quality work environment or which threaten a department's ability to deliver services in an efficient manner. No issue which is the subject of a pending grievance will be decided in this forum unless mutually agreed to by the Employer and the Union.

Section 6.2. Time of Meetings The Parties will arrange meetings, at least quarterly, on a mutually agreeable day and time.

Employee attendance should be limited to those employees who have direct knowledge or involvement with the issues to be specifically discussed at the meeting.

## **ARTICLE 7** **UNION REPRESENTATION**

Section 7.1. The Employer will recognize a Chief Steward and three (3) employees selected by the Union, to act as Stewards for the purpose of processing grievances and attending meetings in accordance with the provisions of this Agreement. In addition, the Employer will recognize the President, Vice President, Secretary and Treasurer as officers of the local Union and a staff representative of Ohio Council 8, AFSCME, AFL-CIO as a Union representative. No employee shall be recognized by the Employer as an officer, Steward or alternate Steward of the local Union or as a staff representative of Ohio Council 8, AFSCME, AFL-CIO until the Union has presented the Employer with written certification of that person's selection or appointment.

Section 7.2. Whenever possible, the investigation and writing of grievances shall be conducted outside of scheduled work hours. In any event, each designated steward shall be limited to no more than two (2) work hours per pay period for investigating and writing grievances, unless the Clerk of Courts or the Clerk's designee at his or her sole discretion agrees to extend that period of time. Union attendance at grievance hearings shall be limited to one grievant, and in the case of a class grievance, one designated grievant, and one Union Steward or one employee Union Officer. The grievant, Steward's, or employee Union Officer's attendance during regular work hours shall be without loss of pay. Designated Union members, with the agreement of the Clerk of Courts or administration staff designee, may attend labor management meetings and contract negotiations during their working hours without loss of pay. Union members who attend such meetings outside of their scheduled working hours shall do so without pay.

Section 7.3. Staff representatives of Ohio Council 8, AFSCME, AFL-CIO will be recognized by the Employer and admitted to the Employer's facilities, at a time which does not disrupt the operations of the Clerk of Courts offices, for the purpose of investigating and processing of grievances or attending meetings as permitted herein, upon receipt of reasonable advance notice to the Clerk of Courts Chief of Staff, Director of Operations, or their designee.

Section 7.4. Rules governing the activity of Union representatives are as follows:

(1) An Officer or Steward of the local Union shall not leave his assigned work area to conduct bargaining unit business until he has been released for that purpose by the employee's division manager. The Union shall not conduct bargaining unit activities pertaining to the investigation or processing of a grievance in any work areas without notifying and obtaining the prior approval of the Clerk of Courts Chief of Staff,

Director of Operations or their administration designee. Other Union activities are to be done in non-working times in non-working areas. Release time to conduct bargaining unit business in accordance with this provision shall not be unreasonably withheld by the Employer.

Section 7.5. Each year, one (1) duly elected or selected delegates to the State or National Conventions who is in the bargaining unit shall be allowed to attend such functions. To the extent any such time is during such delegate's scheduled working hours the delegate shall be allowed to take vacation, and if vacation is exhausted, to take approved leave without pay up to five (5) working days if not disruptive to Clerk of Courts operations or scheduling.

Each year, the stewards and local Union employee officers identified in Section 7.1 of this Article shall be permitted to attend one day of Union steward training with pay.

Section 7.6. The Union shall be permitted to construct, install and maintain a Union bulletin board at the Union's cost. The bulletin boards shall be no larger than 2 feet by 3 feet. Union information shall not be posted on any other bulletin boards. The bulletin boards shall be for the Union's exclusive use and only Union related material shall be posted on these boards. No material may be posted which is disparaging or defamatory towards County officials, supervisors, or management. Racial, religious, sexual, or other unlawfully discriminatory or offensive communications may not be posted on the Union bulletin boards, and if they are posted and the Union is advised to remove them, the Union shall do so immediately.

Section 7.7. The Employer will furnish the Union President a copy of all new or modified bargaining unit job descriptions for all bargaining unit members at least five (5) work days prior to utilizing the description with bargaining unit employees.

Section 7.8. The Union shall be permitted, upon prior notification to the Employer, to place ballot boxes at reporting locations of members of the bargaining unit, for the purpose of collecting members' ballots on all Union issues subject to ballot. Such box shall be the property of the Union and neither the ballot box nor its contents shall be subject to the Clerk of Courts management or administration review. At the conclusion of any voting period, the Union shall immediately remove any ballot box.

Section 7.9. The Union President will be given six (6) hours of release time per pay period to conduct bargaining unit business during regularly scheduled working hours. The scheduled release time will be determined by mutual agreement of the Union President and the Clerk of Courts Chief of Staff, Director of Operations or their administration designee. Scheduled release time can be withheld by the Employer if disruptive to Clerk of Courts operations or scheduling.

## **ARTICLE 8** **NO OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES**

The Employer and the Union agree that for purposes of this Agreement, it is understood that the Ohio Department of Administrative Services shall have no authority or jurisdiction as related to matters covered by this Agreement, and any other post-employment matters pertaining to wages, hours, terms or conditions of employment, including, but not limited to, involuntary disability separation. Employees in the bargaining unit cannot pursue rights pursuant to the State Personnel Board of Review.

## ARTICLE 9 THE DISCIPLINARY SYSTEM

Section 9.1. In order for the Employer to maintain a desirable standard of employee conduct and level of productivity, certain policies must be enforced. Division Managers have the responsibility of administering disciplinary policies concerning employees within each Clerk of Courts division. Some misconduct may justify immediate suspension or dismissal however; generally, the Employer follows the concept of progressive discipline. The Employer may, at its discretion, forgo advancing to a higher level of progressive discipline in particular cases. Exercising this latter option shall not establish a precedent with respect to the disciplinary matters covered by this article. Nothing precludes the Employer from utilizing positive steps, including counseling, to address an employee's inappropriate action or behavior. However, corrective counseling is not considered discipline. If an employee violates a Clerk of Courts rule or policy, disciplinary action may be necessary, including the following steps:

1. An Oral Reprimand (documented) will be conducted with an employee if there is an indication of unsatisfactory work or poor behavior.
2. A Written Warning will be given to let the employee know where the employee has fallen short of the Employer's standards of conduct if the conduct has placed the employee's job in jeopardy. Potential penalties for continued violations will be outlined in the Written Warning.
3. A Suspension with or without pay, by the Appointing Authorities.
4. Dismissal or Removal with notice of discharge, by the Appointing Authorities.

In all cases of oral reprimand, written warnings, suspensions or removals, the employee, and the Union President, shall be issued a copy of a notice of such and shall be informed that the order will be made a part of the employee's personnel file. Employees may, at this point, file a response or objection to the disciplinary action. This response or objection will be placed in the employee's personnel file. Employees will be asked to sign any disciplinary notice, as proof that they actually received the notice.

In the case of any severe rule violation by an employee, the employee may be removed without prior warnings, following an investigation of the incident.

Bargaining Unit employees will be permitted to attend a pre-disciplinary hearing prior to receiving a suspension or being removed.

Section 9.2. Non-probationary employees shall not be disciplined except for just cause.

Section 9.3. Whenever the Employer and/or Employer's designee determines that there may be cause for an employee to receive an oral reprimand (documented) or a written reprimand, the employee and Union shall receive a copy of the reprimand.

## Section 9.4.

### A. Status of Investigation

The Employer's investigation shall be completed in a reasonable time period; however the parties agree that when potential criminal charges are involved, the investigation time period may be necessarily extended. When an employee is contacted by the Employer to be interviewed about allegations regarding the employee's work related performance or conduct the employee will be informed verbally that they are the subject of an investigation that could lead to discipline except when potential criminal charges are involved. After the initial verbal notification of investigation the Employer will provide written notification to the employee and the Union of the status of the investigation every 30 days until the investigation is completed. Employer's failure to provide the verbal notification or written notification of the status of the investigation shall not be used to invalidate any subsequent discipline resulting from the investigation.

### B. Notice of Potential Discipline Involving Suspension or Discharge

Whenever the Employer and/or her designee determines that there may be cause for an employee to be suspended or discharged, the employee and Union President shall be apprised of the alleged charges in writing, along with any supporting documentation available at that time.

### C. Meeting with the Clerk of Courts Prior to the Pre-Disciplinary Hearing.

Prior to the pre-disciplinary hearing with the Clerk of Courts Administration, the Union, the Employee, or the Employer may request a meeting with the Clerk of Courts or Designee in the absence of the Director, to share available information and positions regarding the anticipated discipline. However, the Union or the Employer shall not be precluded from providing additional documentation or information at the pre-disciplinary hearing.

### D. Notice of the Pre-Disciplinary Hearing.

The Clerk of Courts Administration will provide a notice of the pre-disciplinary hearing to the employee and the Local Union President at least five (5) working days, Monday-Friday, excluding holidays, prior to the scheduled hearing.

### E. Pre-Disciplinary Hearing.

The Clerk of Courts Administration shall conduct the pre-disciplinary hearing no later than thirty (30) days after the Division Manager's disciplinary recommendation has been submitted to the Clerk of Courts Administration. The Union shall have the right to be present at any pre-disciplinary hearing or meeting to represent the employee.

Section 9.5. Any employee in disagreement with the disciplinary action taken by the Employer may file a grievance in accordance with the grievance procedure contained in this Agreement.

Section 9.6. All actions of record (documented reprimands, suspensions, reductions and removals) will be maintained in the affected bargaining unit member's personnel file for a period of not less than ten (10) years after the member's cessation of employment with the Clerk of Courts. In addition, the following provisions apply.

- A. In any case in which an action of record is disaffirmed by an arbitrator, or by a court of competent jurisdiction, or where a settlement agreement so requires, such action of record shall not be considered in any further action.
- B. Any Oral Reprimands (documented) and Written Reprimands (documented) shall not be used for any purpose if twelve (12) months have passed since the date of the reprimand, provided that the employee has had no further disciplinary action during this period.
- C. Suspensions shall not be used for any purpose if three (3) years have passed since the date of the suspension, provided that the employee has had no further disciplinary action during this period.

Section 9.7. An employee shall be allowed to review his personnel file after requesting to do so through the Clerk of Courts Administration in writing. This review will be afforded during normal business hours and work days of the Clerk of Courts Administration.

## ARTICLE 10 GRIEVANCE AND ARBITRATION PROCEDURE

Section 10.1. The term "grievance" shall mean an allegation by the Union that there has been a breach, misinterpretation, or improper application of this Agreement. The grievance procedure shall not be used to affect changes in the Articles of this Agreement nor those matters not covered by the Agreement. The grievance procedure shall be the sole and exclusive remedy for resolving disputes between the parties, except that as to disciplinary matters, grievances pertaining to a verbal or written reprimand may only be appealed through Step 2 of the grievance procedure. A grievance pertaining to a suspension, removal or termination shall automatically commence at Step 3 of the grievance procedure, and is subject to Step 4, arbitration. The only recourse for a suspension or termination is through the grievance and arbitration procedure and cannot be pursued through the State Personnel Board of Review.

Section 10.2. All grievances must be timely processed at the proper step in order to be considered at subsequent steps. The Union may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance which is not submitted by the Union within the time limits provided herein shall be considered resolved based upon management's last answer. Any grievance not answered by management within the stipulated time limits shall be moved to the next step. All time limits on grievances may be extended upon mutual written consent of the parties.

Section 10.3. It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedule. The Employer and the Union agree to make a responsible effort to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1: In order for an alleged grievance to receive consideration under this procedure, the grievant, either alone or with the appropriate Union Steward, if the former desires, or the Union in cases of policy or class action grievances, must identify, in writing, signed by the grievant and/or the Union Steward, the alleged grievance to the affected employee's immediate supervisor within ten (10) work days after the employee or the Union gains knowledge of the occurrence that gave rise to the grievance. The grievance shall identify the particular articles and sections of the Agreement that were alleged to have been violated. The supervisor shall investigate and provide an answer within ten (10) work days following the date on which the supervisor was presented the written grievance. If the supervisor fails to respond within the ten (10) work days the grievance will automatically advance to Step 2.

If the grievance involves the employee's immediate supervisor, the grievance may be filed directly at Step 2 of the grievance procedure.

Step 2: If the grievance is not resolved in Step 1, the grievance shall be appealed to the employee's division manager or designee within ten (10) work days of receipt of the Step 1 answer. The division manager or designee shall have ten (10) work days in which to schedule a Step 2 grievance meeting with the aggrieved employee and his Steward. The division manager or designee shall investigate and respond in writing to the grievance within ten (10) work days following the meeting date. If the division manager or designee fails to respond within the ten (10) work days the grievance will automatically advance to Step 3

Step 3: If the grievance is not resolved in Step 2, the appropriate Union Steward, may appeal the grievance to the Clerk of Courts or her designee within ten (10) work days after receiving the Step 2 answer. The Clerk of Courts or her designee shall have ten (10) work days in which to schedule a meeting with the aggrieved employee, the Local Union President or designee, or the Steward, and an Ohio Council 8 representative. The Clerk of Courts or her designee shall investigate and respond to the grievant and the Local Union President within ten (10) work days following the Step 3 meeting.

Step 4: Arbitration: If the grievance is not satisfactorily settled in Step 3, the Union may make a written request that the grievance be submitted to arbitration. A request for arbitration by the Union must be submitted within thirty (30) calendar days following the date the grievance was answered in Step 3 of the grievance procedure. In the event that the grievance is not referred to arbitration by the Union within the time limit prescribed, the grievance shall be considered resolved based upon the Step 3 reply.

Prior to requesting a list of impartial arbitrators, the parties may, by mutual agreement, submit the grievance to mediation. Thereafter, the parties, by mutual agreement, will notify the Federal Mediation Conciliation Service ("FMCS") within five (5) working days after a request to mediate has been made by the Union or the Employer asking FMCS to appoint a mediator to assist the parties in resolving the dispute. The mediator will schedule a meeting with the parties and their representatives as soon as possible after the notice has been received. The mediation process will be in accordance with the processes developed and in place with the FMCS. The parties' mutual agreement to mediate the grievance shall not extend the time required in this section for the Union to request arbitration. The parties may mutually agree to mediate the grievance even if a notice to arbitrate has not been filed by the Union. If the grievance cannot be resolved in mediation, or the parties do not mutually agree to submit to mediation, the Union may forward the grievance to arbitration.

The Union shall request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS) and shall submit a copy of such request to the Employer. Upon receipt of the list of seven (7) arbitrators, the parties shall meet to select an arbitrator. If the parties are unable to mutually agree on an arbitrator an arbitrator will be selected by the parties by alternative strike with the parties right to strike the first name being determined by a flip of the coin.

The arbitrator shall hold the arbitration hearing promptly and issue his decision within thirty (30) days after the closing of the record, unless mutually agreed otherwise by the parties. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those specific articles and/or sections of this Agreement in question. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, nor add to or subtract from or modify the language therein in arriving at his determination on any issue presented that is proper within the limitation expressed herein. The award of the arbitrator will be final and binding upon both parties.

The arbitrator's award and the arbitration proceedings identified in this Article are subject to the relevant provisions of Chapter 2711 of the Ohio Revised Code.

All costs directly related to the services of the arbitrator shall be borne by the party that loses the arbitration. If the parties cannot agree upon appropriate payment, that matter will be referred back to the arbitrator for a decision on payment. Expenses of any witnesses shall be borne, if any, by the party calling the witnesses. The fees of any court reporters shall be paid by the party asking for same, such fees shall be split equally if both parties desire a court reporter's recording or request a copy of any transcript. If a grievance is settled prior to a scheduled arbitration hearing the parties shall split the cost of any cancellation fees.

An employee, steward or Union officer requested to appear at the arbitration hearing by either party and whose presence is necessary shall attend without necessity of a subpoena. The Employer shall compensate an employee who is on duty and scheduled to work at the time of the arbitration hearing and whose attendance is necessary and required by either the Union or the Employer at the employee's applicable rate of pay, solely for the period of time it is necessary for him to attend and testify at the hearing. Where practicable, the employee witness shall be placed on call for purposes of his attendance at an arbitral hearing so that the Employer does not necessarily incur increased costs. It is agreed that any request for attendance shall be made in good faith.

Section 10.4. All grievances should contain the following information and will be filed using the grievance form mutually agreed upon by both parties.

1. The aggrieved employee's name and signature.
2. The aggrieved employee's classification.
3. Date grievance was first discussed and name of supervisor with whom the grievance was discussed.
4. Date grievance was filed in writing.
5. Date and time grievance occurred.

6. The location where the grievance occurred.
7. A description of the incident giving rise to the grievance.
8. Specific articles and sections of the Agreement violated.
9. Desired remedy to resolve the grievance.

Amendments to a grievance shall not be made, other than by mutual agreement of the parties once a request for arbitration has been submitted.

Section 10.5. A grievance may be brought by an employee covered by this Agreement with the appropriate Union Officer, Committee Person, or Steward; where a group of bargaining employees desire to file a grievance involving an incident affecting several employees in the same manner, one employee shall be selected by the group to process the grievance with the appropriate Union Officer, Committee Person, or Steward. Each employee to be included in such grievance shall be named on the grievance.

Section 10.6. 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 by mutual agreement of the parties.

Section 10.7. For the purposes of this Article, work days shall typically be defined as Monday through Friday and shall exclude Saturday, Sunday and recognized holidays, except when a particular employee is regularly scheduled to work on days other than Monday through Friday.

## ARTICLE 11 MISCELLANEOUS

Section 11.1. Substantial changes in the methods of operation, tools and/or equipment of a job shall be the prerogative of the Employer. The establishment of the rate of pay for such job(s) and the placing of such job(s) in an existing classification shall likewise be the prerogative of the Employer.

Section 11.2. In the event of a change of duties of a position within the bargaining unit resulting in a reclassification of the position as determined by the Employer or in the event that the Employer establishes a new position within the bargaining unit, the Employer will notify the Union and upon the Union's request, the Employer shall meet and confer with the Union about the proposed reclassification or new position. Any rate and classification mutually agreed to by the Employer and the Union or implemented by the Employer if the parties are unable to mutually agree shall become a part of the wage agreement attached hereto.

Section 11.3. Any matters not specifically addressed by this Agreement, but addressed by the Employee Handbook will be governed by the Employee Handbook. The Union will be given reasonable prior notice of any change to the Employee Handbook and upon the Union's request; the change will be presented to the Labor/Management Committee prior to implementation.

Section 11.4. Whenever the context so requires, the use of the words herein in the singular shall be construed to include the plural, and words in the plural, the singular. Words, whether in the masculine, feminine or neutral genders, shall be construed to include all of these genders. By the use of either the masculine or feminine genders it is understood that the use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

## **ARTICLE 12 WORK RULES**

The Employer will implement reasonable work rules. The Employer shall provide the Union with a copy of the work rules at least five (5) working days prior to implementing the work rules, unless an emergency would prevent such prior notice.

## **ARTICLE 13 PROBATIONARY PERIODS**

Section 13.1. 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 and shall continue for a period of ninety (90) calendar days. A newly hired probationary employee may be terminated any time during his probationary period and shall have no appeal through the grievance procedure contained herein over such removal. Probationary periods may be extended for thirty (30) days upon mutual written agreement of the Employer and the Union, on a case by case basis.

Section 13.2. A newly promoted employee will be required to successfully complete a probationary period in his 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. If the employee evidences unsatisfactory performance or chooses not to retain the promotional position, the employee will be returned to his or her former position if the position is vacant or the employee makes a written request to the Clerk of Courts within five (5) working days requesting to be returned to his or her former position, however, the provisions of Section 13.1 above do not apply. An employee, who fails to satisfactorily perform the duties of his or her newly appointed position, may be terminated for cause, during the probationary period, subject to the Grievance and Arbitration Procedure.

Section 13.3. Probationary employees shall not be eligible for promotion to any other position until they have completed their probationary period. This provision may be waived by mutual agreement of the parties.

## **ARTICLE 14 SENIORITY**

Section 14.1. Seniority shall be defined as an employee's uninterrupted length of continuous service, excluding leave without pay that does not fall within the Family Medical Leave Act, with the Employer as a full-time employee or as a regular part-time employee (pro-rated). An employee shall not have seniority for the initial probationary period as provided in Article 13, however, upon completion of the probationary period, seniority shall be retroactive to the date of hire with the Franklin County Clerk of Courts.

Section 14.2. The Employer shall provide the Local Union President with a copy of a seniority list during January of each year. The seniority list shall be listed by classification and shall contain, in order of seniority, the name and date of hire of each employee.

Section 14.3. Seniority shall be broken when an employee:

- A. Quits or resigns;
- B. Is discharged for just cause;
- C. Is laid off for a period of twelve (12) months;
- D. Fails to report to work when recalled from lay-off within ten (10) working days from the date the Employer sent the notice of recall to the employee by certified mail to the employee's last known address as shown on the Employer's records;
- E. Fails to report for three (3) consecutive work days unless extraordinary circumstances excuse his failure to report; however, this also constitutes just cause for termination;
- F. Fails to report or is unable to report to work after having exhausted all paid and unpaid approved leaves of absence, sick leave and vacation leave provided for under the terms of this Agreement, while on an approved non-paid status, for a continuous period of six (6) months; or

G. Retires.

Section 14.4. Classification seniority shall be defined as an employee's total length of continuous service within his or her job classification.

## ARTICLE 15 HOURS OF WORK

Section 15.1. The work week for regular full-time employees shall be forty (40) hours in five (5) days of eight (8) consecutive hours each day 7:00 am until 4:00 pm; 7:30 am until 4:30 pm or 8:00 am until 5:00 pm, or any other eight (8) hour work shift beginning after 7:00 am and ending before 5:00 pm at the manager's discretion, exclusive of the time allotted for meals during the period starting 12:01 a.m. Monday to midnight Sunday. When operational and organizational needs permit one or more employees to choose a shift starting time the opportunity to select will be made by seniority.

Section 15.2 Breaks Each employee will receive one paid 15 minute break in the morning and one paid fifteen minute break in the afternoon scheduled at the manager's discretion based on operational need.

## **ARTICLE 16** **OVERTIME COMPENSATION AND COMPENSATORY TIME**

Employees who work more than forty (40) hours in a work week and are non-exempt under the Fair Labor Standards Act, will be paid overtime at the rate of one-and-one-half times their regular straight time rate. For the purposes of computing overtime, an overtime eligible employee will receive overtime compensation for hours actually worked in excess of forty (40) hours per work week. Once employees are required to use time clocks following implementation in 2014, they may clock in up to five (5) minutes before or five (5) minutes after their eight (8) hour shift. The Employer will not count this additional time granted for employee use as overtime. Pursuant to the De minimus Rule, the Employer will not award overtime until after an employee accrues a quarter of an hour or more during a pay period.

A paid holiday shall constitute hours actually worked for purposes of overtime pay. All overtime must have prior approval by the Clerk of Courts or Clerk's designee unless circumstances prevent the obtaining of approval.

If overtime is mandated based upon an operational need, the employee required to work overtime, will be selected within the sole discretion of the management but where practical, must perform the job assignment within his/her given classification. If the employee mandated to work the overtime is unable to work for a valid reason that can be documented another employee trained to perform that particular work may be selected and mandated to work the overtime. If overtime is offered on a voluntary basis, the distribution of voluntary overtime will be based upon a rotational system with consideration given to qualifications, seniority, and will be limited within a classification. Employees who fail to report for voluntary or mandatory overtime will either be disciplined or removed from the voluntary overtime list for an appropriate period of time.

Employees who work overtime shall have the option of electing to receive compensatory time in lieu of overtime pay. Compensatory time off shall be granted at the rate of one and one-half (1 ½ ) times the amount of overtime worked in excess of forty (40) hours in a work week. Compensatory time shall be used at times acceptable to and approved by the Clerk of Courts or the Clerk's designee. A maximum of 80 hours of compensatory time may be accrued at any time by any bargaining unit employee. Compensatory time must be used within 180 days after the work week in which it is earned, or it will be paid out.

## **ARTICLE 17** **MILITARY LEAVE**

Military leave will be provided in accordance with applicable state and federal law.

## **ARTICLE 18** **COURT LEAVE**

Employees shall honor subpoenas issued to them. Upon receipt of a subpoena, the employee should contact his supervisor and complete the "Request for Leave" form indicating the dates for which court leave and/or jury duty will be necessary. A copy of the subpoena should be attached to the form "Request for Leave." Employees will be paid their regular rate of pay while serving on a jury. All compensation received for court and jury duty, less parking expenses, is to be remitted by the employee to the payroll clerk, unless such duty is performed outside of the employee's normal working hours. If an employee is

subpoenaed to attend a hearing on behalf of the Employer or if an employee is subpoenaed by the court on work related matters, the time spent by the employee in attendance at the hearing shall be considered hours worked for purposes of compensation. However, under the circumstances, the employee would be required to remit any compensation from the court to the Employer.

Attendance at such hearings does not necessarily relieve the employee for the full work shift. If the employee can be reasonably expected to leave work in time to reach the hearing or return to work following the hearing, he is expected to do so. For instance, if the employee does not have to report for jury/court duty until 12:00 noon or after, the employee must work the normal morning schedule. If an employee is released from service prior to or at 12:00 noon, the employee is expected to work the afternoon schedule. Any day the employee is not required to appear as a potential juror/witness, the employee must report to work.

When an employee must appear in court for personal reasons, paid court leave cannot be granted. It is not considered proper to pay employees 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 a juvenile, etc. The employee may apply for vacation leave in these circumstances.

## **ARTICLE 19 SICK LEAVE USAGE, WELLNESS INCENTIVE AND LEAVE DONATION PROGRAM**

### **Guideline and Restrictions**

One of the Clerk's most valuable resources is the employee. In order for this resource to be utilized, the employee must be present to continue his or her skills, experience, and work efforts toward the fulfillment of the organization's many obligations. It is important for each employee to realize the specific and valuable contribution he or she makes and to accept the responsibility of good attendance in order to maximize the contribution. The Clerk recognizes that absences due to civic obligations, emergency, sickness or injury are often beyond the control of the employee. However, it must be clearly understood that:

- Regular attendance from all employees is expected as a requirement of employment.
- All employees are expected to report to work on time every day they are scheduled to work.
- New employees should be aware that good attendance is a key factor in completing a satisfactory probationary period.
- First year employees have no vacation leave unless they have prior public service credit; therefore, their use of sick leave will be closely monitored.

Article 19.1. Sick Leave. All Full-Time employees earn sick leave at the rate of 4.6 hours for each 80 hours of service.

Sick leave is charged in minimum units of .25 hours.

For the purpose of this section, the term immediate family shall mean: mother, father, brother, sister, spouse, domestic partner, children, grandparent, grandchildren, mother-in-law; father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, step-parents, step-children aka spouse's children, step-siblings, domestic partner's child, a legal guardian or other person who stands in the place of a parent (in loco parentis).

The Clerk has adopted the same definition for domestic partner as that found in the Franklin County Health Benefits Plan. As summarized here, a domestic partner is an adult with whom the covered employee shares a permanent residence; is in a sole relationship with the covered employee for six months and intends to remain so indefinitely; is not married to or legally separated from another person; shares responsibility with the covered employee for each other's common welfare; is at least 18 years of age and mentally competent; is not related to the covered employee by blood to a degree of closeness that would prohibit marriage; and is financially interdependent with the covered employee in accordance with the plan requirement. The Clerk will accept same proof of domestic partnership as is required for county benefits coverage.

Sick leave will be granted to employees, upon approval of the appointing authority for the following reasons.

1. Illness of or injury to the employee or a member of the employee's immediate family or persons covered under the Family and Medical Leave of Absence policy. In the case of an immediate family member who does not reside with the employee, the appointing authority may credit sick leave when it appears justified but such cases will be carefully investigated.
2. Medical, dental or optical examination or treatment of the employee or a member of the employee's immediate family. Employees absent for an illness for more than three (3) days must provide documentation from a doctor or health care professional.
3. If the health of the employee would be jeopardized or the employee's presence on the job would jeopardize the health of others.
4. Death of a member of the employee's immediate family. Employees may use up to two (2) additional days of sick leave or other accrued leave for the death of a family member in addition to the three (3) days of paid bereavement leave granted to employees. The two days of sick leave used to extend bereavement leave will not negatively impact the Wellness Incentive benefit. (See the Bereavement Leave Policy for more details.)
5. The Clerk reserves the authority to grant leave in other instances outside of these categories, upon request.

#### Notification to Managers of Intent to Use Sick Leave

Employees must personally notify their Manager within 15 minutes after the start of their shift if they will be absent. An unreported absence may be treated as an unauthorized leave without pay, and is subject to disciplinary action, up to and including termination. A Manager has the discretion to extend the time employees in the Manager's Division may notify the Manager if the employee is to be absent from work. Employees must contact their Manager at the Manager's assigned work

number. Managers may also extend employees the ability to notify the Manager (as well as the Assistant Manager or any supervisors under Manager's supervision if the Manager decides to share that responsibility to accept employee notification calls) by email, home or personal mobile phones or use of voicemail, messages or texts. If an employee attempts to give notice as directed by his/her Manager and cannot reach the Manager, or if the Manager has designated that the Assistant Manager or supervisor(s) may be notified as well, the employee must notify whoever has been designated as appropriate by the Manager. An employee must only contact one of the designated management staff to give notification. Regardless of the notification method(s) chosen and who may be contacted, an employee must provide timely notification when calling off sick. Division Managers shall formalize and share the details with all that division's employees regarding which members of division management may be contacted when calling off work and which methods of contact employees in that Division may use.

#### Sick Leave Documentation and Suspected Leave Abuse

If an employee has sufficient sick leave accruals, and there is no evidence of sick leave abuse, the employee's Manager shall grant sick leave upon written request of the employee.

In cases of suspected abuse, as determined by the Clerk's Office, the Clerk or the Clerk's designee may require evidence indicating the seriousness of the illness and the expected date of the employee's return. Any sick leave use protected by the Family and Medical Leave Act (FMLA) shall not be considered sick leave abuse.

Sick leave abuse may be indicated by any one or a combination of the following factors:

1. Excessive use of sick leave within a twelve (12) month period which has not been substantiated by a physician or other licensed health care provider's statement. Excessive use of sick leave is sick leave in excess of 80 hours in a year;
2. Use of sick leave as soon as it has been credited to an employee's sick leave balance;
3. Consistent use of sick leave on the same day of the week;
4. Consistent use of sick leave on the day(s) before and/or after regularly scheduled days off or holidays;
5. Falsification or misrepresentation of the reason(s) for an employee's absence;
6. Low sick leave balances in relation to an employee's length of service; and;
7. Being in unapproved, unpaid status for whole or part of a day.

If there are one or more indicators of sick leave abuse, the Clerk or the Clerk's designee shall notify the employee of the reasons why sick leave abuse is suspected and that she/he will be required to provide documentation from a physician or other licensed health care provider for each use of sick leave for up to one hundred twenty (120) days. Upon receipt of the written notice, the employee may request a meeting with the Office of Human Resources and Training to discuss the reasons for the notification and the requirement to provide such documentation. Bargaining unit employees may, upon request, be accompanied by a Union representative at such meeting. The Clerk or designee shall review the situation at least once every one hundred twenty (120) days to determine if there are still reasons to suspect sick leave abuse.

Continued sick leave abuse or failure to provide medical documentation when required to do so may result in disciplinary action, up to and including termination.

Falsification of a physician's or other licensed health care provider's statement may also result in disciplinary action, up to and including termination.

Sick leave use with intent to defraud will result in termination and may result in a refund to the County of salary or wages paid during the use of such sick leave.

#### Exceeding Sick Leave Time

If an employee uses sick leave for a period exceeding the employee's accumulated sick leave balance, the employee will be placed on leave without pay and will be subject to disciplinary action up to and including termination. Vacation time may be used only in the event of a lengthy illness and only with prior approval by the Manager or designee, with the exception of absences covered by the Family and Medical Leave Act policy.

#### Sick Leave Pay Out

For purposes of this policy, the term separation shall mean any voluntary or involuntary termination from service, including resignation, retirement, removal, and lay off.

Upon separation after eight (8) years of service and up to 18 years of service with Franklin County, the State of Ohio, any political subdivisions, or any combination thereof, an employee may elect to be paid for one-fourth (1/4) of the accrued but unused sick leave credit up to a maximum of 360 days, subject to the limitations below.

Upon separation after eighteen (18) years of service with Franklin County, the State of Ohio, any political subdivisions, or any combination thereof, an employee may elect to be paid for one-half (1/2) of the accrued but unused sick leave credit subject to the limitations below.

Sick leave payout will be based upon the employee's rate of pay at the time of separation and paid on the employee's final paycheck. Upon accepting such payment, all other sick leave credit accrued up to that time will be eliminated. Such payment will be made only once to an employee—an employee who returns to County service after separation may accrue and use sick leave as before, but may not convert sick leave at the time of a second separation.

Section 19.2. Wellness Program. The Employer shall maintain a Wellness Incentive Program as a voluntary program that runs every year from December 1 through November 30 of the following year. Effective December 1, 2012, the wellness period will commence on the first day of the pay period in which December 1, 2012 and the last day of the pay period in which November 30 falls. All new full-time employees hired after December 1, 2011 are eligible for the program beginning with the next twelve (12) month wellness period following their date of hire. Based upon the following schedule, certain eligible full-time employees will be permitted to convert a determined amount of unused sick leave to a cash payout.

1. If a full-time employee uses 8 hours or less of sick leave during a wellness period, the employee may convert up to 40 hours of sick leave to a cash payout.

2. If a full-time employee uses between 8.25 and 16 hours of sick leave during a wellness period, the employee may convert up to 32 hours of sick leave to a cash payout.
3. If a full-time employee uses between 16.25 and 24 hours of sick leave during a wellness period, the employee may convert up to 24 hours of sick leave to a cash payout.
4. If a full-time employee uses between 24.25 and 32 hours of sick leave during a wellness period, the employee may convert up to 16 hours of sick leave to a cash payout.
5. If a full-time employee uses between 32.25 and 40 hours of sick leave during a wellness period, the employee may convert up to 8 hours of sick leave to a cash payout.

Donated leave, FMLA leave, two days of extended bereavement leave, and personal leave are not considered use of sick leave for purposes of the Wellness Incentive Program.

As soon as possible on or after December 1<sup>st</sup> of each year, the Office of Human Resources and Training will notify employees who are eligible for the sick leave conversion and provide them with a "Request to Convert Sick Leave to Cash Payout" form. If the Office of Human Resources and Training receives an eligible employee's selection of a cash payout by the deadline stated on the "Request to Convert Sick Leave to Cash Payout" form, such cash payout will be issued to the employee in his/her second paycheck in December or on whatever pay day falls before the Christmas holiday if the second paycheck falls after the Christmas holiday.

Section 19.3 Leave Donation Program The Franklin County Leave Donation Program shall apply for the benefit of employees of the Franklin County Clerk of Courts.

Franklin County employees (hereinafter "employees") within the jurisdiction of the respective Appointing Authority may donate paid leave to another employee is otherwise eligible to accrue and use sick leave. The intent of the leave donation program is to allow employees to voluntarily provide assistance to co-workers who are in critical need of leave due to a serious illness or injury of that employee or a member of that employee's immediate family. For purposes of this Leave Donation Program only, immediate family is defined as an employee's spouse, parent, child, stepchild, sibling, or person who stands in place of a parent (*in loco parentis*).

(A) An employee may receive donated leave upon submission and approval of a written request, supported by proper medical documentation, to his/her Appointing Authority, or depending on the circumstances, from an immediate family member or other person acceptable to the Appointing Authority. Upon receipt of the request for leave donation, the Appointing Authority, or designee, will review the request and either approve or disapprove the request after determining if the illness or injury qualifies as being a serious illness. In the case of the Board of Commissioners, the designee will be the Agency Director, assisted by the Director, Human Resources if needed. Prior to approving use of any donated leave, the Appointing Authority, or designee, will also review each applicant's past record of sick leave usage. Any demonstrable past record of sick leave shall result in the denial of the application. Upon approval by the Appointing Authority, or designee, the employee may

receive the number of hours he or she is scheduled to work for each period or as provided in paragraph (A) (4) of this policy, up to the number of hours specified by the Appointing Authority, or designee, not to exceed 2080 hours (one work year's) total, if the employee who is to receive donated leave:

- (1) Or a member of the employee's immediate family, as defined above, has a serious illness or injury (a serious illness or injury is one that is life threatening, or generally requires surgery with a prolonged recovery period, or involves multiple traumatic injuries, or serious mental illness. Examples include heart attack, certain cancer conditions, organ transplants);
- (2) Has no accrued leave;
- (3) Has not been approved to receive other state/county paid wage related benefits; and
- (4) Has applied for any paid leave, workers' compensation, or benefits program for which the employee is eligible. An employee who has applied for these programs may use donated leave to satisfy the waiting period for such benefits, when applicable. After the waiting period, donated leave may be used up to an amount equal to the benefit for which the employee applied, (e.g. seventy (70) per cent for disability leave benefits) while the employee's application is pending approval. However, once the benefit is approved, donated leave may not be used to supplement the disability benefit.

(B) Employees may donate leave if the donating employee:

- (1) Voluntarily elects to donate leave and does so with the understanding that donated leave will not be returned;
- (2) Donates a minimum of eight (8) hours; and
- (3) Retains a sick leave balance of at least eighty (80) hours. Leave shall be donated in the same manner in which it would otherwise be used. (e.g. An employee must maintain a minimum of eighty (80) hours sick leave balance to donate under this program. If a leave donation would result in the donating employee's sick leave balance falling below eighty (80) hours, then the donating employee must donate other types of paid leave such as vacation or paid personal leave.)
- (4) Remains an active employee during the pay period leave is donated (i.e. an employee may not receive donated leave from an employee who is no longer an active county employee).

(C) The leave donation program shall be administered on a pay period by pay period basis. Employees using donated leave shall be considered in active pay status and shall accrue leave and be entitled to any benefits to which they would otherwise be entitled. Leave accrued by an employee while using donated leave shall be used, if necessary, in the following pay period before additional

donated leave may be received. Donated leave shall not count toward the probationary period of an employee who receives donated leave during his or her probationary period. Donated leave shall be considered sick leave, but shall never be converted into a cash benefit.

(D) Employees who wish to donate leave shall certify in writing on the Donor Application form:

- (1) The name of the employee for whom the leave is intended;
- (2) The types of leave and number of hours to be donated from each type of leave donated;
- (3) That the employee will have a minimum sick leave balance of at least eighty (80) hours; and
- (4) That the leave is donated voluntarily and the employee understands that the donated leave will not be returned.

(E) An employee using the program shall return to work as soon as the medical condition necessitating the use allows his or her return to work. Failure to do so shall cause the leave donations to cease.

(F) At no time may unused donated leave be converted to a cash benefit nor be used under the County's Wellness Incentive Program. No employee shall donate any leave time for any monetary or other consideration whatsoever.

(G) No employee will be forced to donate leave. The donation of leave shall occur on a strictly voluntary basis. The employee's right to privacy shall be respected. However, with the permission of the employee who is in need of leave or a member of the employee's immediate family, if applicable, the Appointing Authority, or their designee, may inform employees of the co-worker's critical need for leave.

(H) Donated leave shall be computed based on the relationship of the Donor's rate of pay and the Donee's rate of pay. For example, if Employee A donates leave to Employee B, and Employee A makes half the salary of Employee B, the amount of Donated leave shall be adjusted accordingly. Adjustments will be rounded upward to the next whole hour of leave donated.

Donor's Hourly Rate

Donee's Hourly Rate       $\times$  # of Hours Donated = Equivalent Hours to be Received by Donee

Examples:

\$16 (Donor's Hourly Rate)

\$12 (Donee's Hourly Rate)  $\times$  8 Hours Donated = 10 2/3 Hours (11 hours rounded upward) received by Donee

\$12 (Donor's Hourly Rate)

\$16 (Donee's Hourly Rate) X 8 Hours Donated = 6 Hours received by Donee

(I) Any collective bargaining agreement containing a leave donation program may allow its members the option of donating and receiving leave to or from a member or members of any other collective bargaining unit within the same appointing authority. Any collective bargaining agreement containing a leave donation program may allow its members the option of donating and receiving leave to or from non-bargaining employees of the same appointing authority.

To the extent a donation is from a bargaining unit to a non-bargaining unit member or from a non-bargaining unit member to a member of a bargaining unit, the provisions of the donee's program shall apply.

(J) Leave Donation may occur between Franklin County employees who have been appointed by different Appointing Authorities when the Leave Donation Policies of both Appointing Authorities permit this action.

## ARTICLE 20 LEAVES OF ABSENCE

Section 20.1. Leave Without Pay. A Leave of Absence Without Pay for personal reasons may be granted upon request for periods not in excess of 12 weeks at the discretion of the Clerk or Chief Deputy when no other paid leave is available. Time on such Leave of Absence shall not be counted as time in service for purposes of determining seniority for bargaining unit employees or vacation rights. Such Leave may be extended beyond 12 weeks upon written recommendation of the Division Manager and with the approval of the Clerk or Chief Deputy. Before requesting a Leave of Absence Without Pay from the Clerk or Chief Deputy, the Division Manager shall verify no other paid leave is available with the Office of Human Resources and Training. Upon the employee's return from such Leave, the Clerk will attempt to reinstate the employee to his/her former position or one of substantial equivalence.

Leave Without Pay is defined as any absence in which an employee does not or is not able to use another form of Leave. Examples of other forms of leave include, but not limited to vacation, sick, personal, or compensatory leave. An employee does not have the option to take Leave Without Pay as another form of optional leave unless it is permitted by the Clerk's Office as described in this policy. Before approving Leave Without Pay, a Manager shall verify that no other paid leave is available.

There are two types of Leave Without Pay: authorized and unauthorized. Authorized Leave Without Pay is reserved for those instances where, in the judgment of the Clerk, an exceptional circumstance exists, and permission is granted for the employee to take an authorized Leave Without Pay. In such instances, the time will be docked from the employee's pay, but will not be grounds for disciplinary action. It is the employee's responsibility to complete a written request for such Leave, including the reasons for the Leave and the dates for which such leave is being requested.

Unauthorized Leave Without Pay occurs when an employee's request for Leave Without Pay is not deemed to be an exceptional circumstance and is denied by the Clerk. In cases of

Unauthorized Leave Without Pay, time will be deducted from the employee's pay and the employee may be subject to disciplinary action, up to and including termination.

Section 20.2. Maternity Leave. The law provides that maternity leave shall be treated in the same manner as any other short term disability. An employee may request a leave of absence without pay for maternity purposes by submitting such request in writing to the Employer along with a signed physician's statement.

- A. The leave of absence will begin on the date the physician states that the employee can no longer perform the substantial portion of her duties.
- B. The leave of absence will end on the date on which the physician releases the employee as medically able to return to work.
- C. An employee's health benefits will remain in effect while the employee is on medically authorized and documented maternity disability leave. An employee may use accrued sick leave and vacation leave while on maternity leave up to a period of six (6) weeks unless medical documentation supports extension of the leave beyond six (6) weeks. Leave without pay may also be requested for maternity leave. Maternity Leave is not in addition to Family and Medical Leave, therefore if twelve (12) weeks of maternity leave is utilized as a consequence of documented medical complications, all Family and Medical Leave is exhausted. When a leave qualifies under the Maternity Leave Policy and the Family and Medical Leave Policy, Family and Medical Leave shall be utilized rather than Maternity Leave. Time off for Maternity Leave shall be counted against any available Family and Medical Leave.
- D. No later than thirty (30) days after delivery, the employee will notify the Employer in writing, of her desire to return to work and her anticipated date of return. Employees who desire to return to work shall be placed in their original position or a substantially equivalent position, at the applicable rate of pay.
- E. For the duration of Maternity Leave, the Employer will maintain the employee's health coverage under the "group health plan" under the same circumstances and costs to employees that coverage would have been provided if the employee would have been working and had not taken leave. The employee will be required to pay back to the Employer health insurance premiums paid by the Employer during a Maternity Leave if the employee does not return to work at the end of the County approved leave.

Section 20.3. Family and Medical Leave of Absence. A family or medical leave of absence (FMLA) may be granted to an employee if the employee has worked for the Employer for at least twelve (12) months and for at least 1,250 hours during the previous twelve (12) months and otherwise qualifies for the leave under the current applicable federal law and the rules and regulations promulgated there under.

Upon request, an employee may take a medical or family leave of absence of up to twelve (12) weeks during a twelve (12) month period for the following reasons: (1) the birth of a child and to care for the baby; (2) the placement of a child for adoption or foster care (the employee may take the leave

addressed in subpart (1) and subpart (2) any time up to twelve (12) months from the date of the birth or placement); (3) to care for the employee's spouse, child or parent with a serious health condition; and (4) a serious health condition that makes the employee unable to work.

An employee must submit a request for a leave of absence at least thirty (30) days in advance of the leave when the leave is foreseeable. When such leave is unforeseeable, the employee must submit a request for leave of absence as soon as practicable. A "Certification of Physician or Practitioner" form must accompany any request for a medical or family leave taken under the FMLA. (Clerk of Court may require a second opinion at the Employer's expense. If the first and second opinion conflict, the Clerk of Courts and the Union shall mutually select a physician to provide a third opinion. The third opinion shall be at the Employer's expense).

An employee must substitute any of the employee's accrued paid vacation, sick or compensatory leave for any part of the twelve (12) week leave taken under FMLA because of a serious health condition of the employee or employee's family member. An employee must substitute any of the employee's accrued paid vacation, sick or compensatory leave for any part of the twelve (12) week leave taken under FMLA because of the birth, placement, or adoption of a child. If the employee does not have enough accrued leave time to cover the absence, he/she may apply for leave without pay necessary to complete the twelve (12) weeks allowed. Upon the employee's return from FMLA leave, the employee will be reinstated to his/her former position or an equivalent position.

#### Qualifying Exigency Leave

Upon request, an employee may take a "qualifying exigency" leave of absence of up to twelve (12) weeks during a twelve (12) month period (which begins on the date of the employee's first leave of absence) to manage the affairs of an immediate family member who is a member of the Regular Armed Forces and National Guard or Reserves and who is on actual duty or on notification of impending military active duty. The Employee must be eligible for FMLA at the time "qualifying exigency" leave is scheduled to occur. Employees are eligible for twelve (12) total weeks of FMLA during a twelve (12) month period irrespective of whether the leave is used for child birth, a serious health condition, a qualifying exigency, or a combination of reasons allowed under FMLA.

#### Military Caregiver Leave

Employees may take up to twenty-six (26) total weeks of FMLA leave during a single twelve (12) month period to care for a spouse, son, daughter, parent, or next of kin who is a "covered service member" with a serious injury or illness incurred in the line of duty while on active duty. A "covered service member" for this type of leave includes members of both the Regular Armed Forces and the National Guard or Reserves. The Employee must be eligible for FMLA at the time "military caregiver leave" is scheduled to occur. Eligible employees may take a combined twenty-six (26) weeks of leave for military caregiver leave or in combination with leave for any other FMLA qualifying reason in a single twelve (12) month period, except the employee may not take more than twelve (12) weeks of leave for other FMLA qualifying reasons during this period.

When an employee who has taken leave due to his/her own serious health condition returns to work from a medical leave, he/she must provide a fitness for duty document from his/her physician or practitioner specifying that the employee can perform his/her duties.

For the duration of FMLA leave, the Employer will maintain the employee's health coverage under any "group health plan" under the same circumstances and costs to employees that coverage would have been provided if the employee would have been working and had not taken leave. The employee will be required to pay back health insurance premiums during an unpaid FMLA leave if the employee does not return to work unless the reason is due to: (1) the continuation, recurrence, or onset of a serious health condition which would entitle the employee to leave under FMLA; or (2) other circumstances beyond the employee's control.

The employee is responsible for contacting the Public Employment Retirement System (PERS) directly for information on how an unpaid FMLA leave is treated as continued service for retirement purposes.

Any part of this FMLA Article that is subsequently determined to be contrary to law or Department of Labor rules and regulations, will be modified to conform with the law or rules and regulations.

Section 20.4. If it is found that leave is not actually being used for the purpose for which it was granted, the Employer may cancel the leave and direct the employee to return to work by giving written notice to the employee. An employee may return to work before the scheduled expiration of leave if requested in writing by the employee and approved by the Employer.

Section 20.5. All leaves of absence (and any extensions thereof) must be applied for in writing and, if granted, will be granted in writing on forms provided by the Clerk of Courts (copy to the employee). An employee will be notified within five (5) working days from the date application was made.

## ARTICLE 21 LAYOFFS

Section 21.1. Layoffs. Whenever it becomes necessary, because of a material change in duties, organization, or shortage of work or funds, to reduce the number of employees in the Clerk of Courts' Office, the notice of a layoff shall be provided to the Union.

The notice of layoff shall certify the names of bargaining unit employees included in the proposed layoff base upon their seniority within their classification and according to their assigned division.

The names of any laid off bargaining unit employees shall be placed at the top of any recall or reemployment list according to the same criteria.

Section 21.2. Notice of Layoff The employee shall be given at least twenty (20) calendar days advance written notice of layoff indicating the circumstances which made the layoff necessary, unless an emergency arose that would not permit twenty (20) calendar days advance notice.

Section 21.3. Bumping Rights. Employees whose job classifications are reduced shall have the right to bump another Bargaining Unit employee with less overall seniority (Section 14.1) in the same classification with an equal or lower pay grade within the classification wherein they are qualified to perform the work. Employees in a job classification where there is no classification with an equal or lower pay grade may bump into a different classification with an equal or lower pay grade so long as the employee has prior experience performing the essential functions of the duties of that classification and can demonstrate they can presently perform the essential functions of the duties of that

classification. Employees who wish to bump a less senior employee shall give notice to the employer within five (5) calendar days of receiving their layoff notice.

Section 21.4. Payment of Vacation Credit and Compensatory Time. In the event an employee is laid-off, he shall receive payment for any earned but unused vacation and compensatory time no later than twenty (20) work days after the layoff

Section 21.5. Recall Rights. All employees shall be recalled to their classification in the reverse order of their layoff. Employees who have been laid-off shall be eligible for recall for a period of twelve (12) months from the effective date of the layoff. An employee on layoff will be given ten (10) work days notice of recall from the date on which the Employer sends the recall notice to the employee by certified mail (to his/her last known address as shown in the Clerk of Court's Human Resources records). It is the responsibility of the employee to provide the Clerk of Court Human Resources Office with the correct address where the employee should receive the recall notice.

Section 21.6. Time limits. Employees must notify the Employer within the ten (10) work day notice period of their acceptance or rejection of the offer of recall. Failure to notify the Employer within the established ten (10) work day period shall be deemed a rejection of the offer of recall and result in an immediate termination of seniority and employment and no further offer of employment shall be made.

## ARTICLE 22 JOB POSTING

Section 22.1. When a vacancy occurs or a new position is created within the bargaining unit and the Clerk of Courts determines to fill said vacancy or position, a written notice will be sent to the Union President notifying the Union of the vacancy and the period of the internal posting which will be for a minimum of five (5) work days. The Union may post the notice on the internal Union bulletin board. The Clerk of Courts will post the vacancy on the Clerk of Courts web portal and in all divisions in the Clerk's Office and will send an office wide email with a link to the posting. All internal applicants that meet the minimum qualifications will be interviewed.

A non-probationary employee may apply for any posted vacancies for which he/she qualifies. Internal candidates must submit the application and a resume by the end of the posting deadline.

Section 22.2. Each posting shall indicate:

1. Job title and brief description
2. Unit and Manager
3. The salary range for the position
4. Minimum qualifications

If there are changes in the posting prior to selection, the opening shall be reposted.

Section 22.3. All applications timely filed will be reviewed by the Clerk of Courts for minimum qualifications. All internal applicants meeting the minimum qualifications will be granted an interview. If five or more internal applicants who meet the minimum qualifications apply for a vacancy, the Clerk of Courts will interview the internal applicants and select the most qualified internal applicant consistent with section 22.4 of this Article, unless the position requires a unique level of experience and expertise which no

internal applicant has, then the Clerk of Courts will select the most qualified external applicant consistent with section 22.4 of this Article. If an internal applicant withdraws their name from consideration for the vacancy at any time before the selection of the applicant is made which results in the number of internal applicants becoming fewer than three the Clerk of Courts may, in her sole discretion, select the most qualified internal applicant or repost the vacancy internally and externally.

If the employee selected for the vacancy declines the position the employee shall be precluded from consideration for other vacancies within the bargaining unit for a period of twelve months from the date the position was declined. If the position is declined, the Clerk of Courts may, in her sole discretion, select the next most qualified applicant for the position consistent with section 22.4 or repost the vacancy internally and externally.

When a position is posted, the internal and external posting will occur simultaneously. All other provisions of this article remain in effect.

Section 22.4. The Clerk of Courts will select the most qualified applicant for the position based upon, but not limited to, the following criteria: the interview, demonstrated skill, work experience, education, work record, attendance, disciplinary records and overall ability to perform the job responsibilities.

All applicants afforded an interview will be notified in writing of their selection or non-selection within five (5) work days after the approval is received from the Clerk of Courts.

### **ARTICLE 23 TEMPORARY TRANSFERS**

A temporary transfer shall not normally exceed twelve (12) weeks, except (1) to fill a vacancy caused by an employee being on sick or approved leave of absence, (2) to provide vacation relief scheduling, (3) or to meet an emergency. When an employee remains in the temporary position for a period in excess of five (5) working days, on the 6th consecutive working day and thereafter, the employee shall be paid the higher of the two rates between the rate of the position in which he/she is transferred, and the rate of his/her regular position, until he/she is returned to his/her regular position. Upon working the 6<sup>th</sup> consecutive day, the appropriate wage rate will be applied retroactively to the first day worked in the higher position in the most recent consecutive sequence of working days.

### **ARTICLE 24 VACATION LEAVE AND CONVERSION OF ACCUMULATED UNUSED VACATION LEAVE CREDIT TO CASH**

All full-time employees shall earn vacation leave while in active pay status according to their number of years of service, accruing as follows:

Less than one year of service:

- 80 hours per year = 10 working days

- The employee will receive a lump sum of 80 hours after the first anniversary of the employee's date of hire.
- The accrual rate is 3.1 hours per biweekly pay period.

One year of service but less than 5 years:

- 80 hours per year = 10 working days
- The accrual rate is 3.1 hours per biweekly pay period.

5 years of service but less than 10 years:

- 120 hours per year = 15 working days
- The employee will receive a lump sum of 40 hours on the fifth anniversary of the employee's date of hire.
- The accrual rate is 4.6 hours per biweekly pay period.

10 years of service but less than 15 years:

- 160 hours per year = 20 working days
- The employee will receive a lump sum of 40 hours on the tenth anniversary of the employee's date of hire.
- The accrual rate is 6.2 hours per biweekly pay period.

15 years of service but less than 20 years:

- 180 hours per year = 22.5 working days
- The employee will receive a lump sum of 20 hours on the fifteenth anniversary of the employee's date of hire.
- The accrual rate is 6.9 hours per biweekly pay period.

20 years or more of service:

- 200 hours per year = 25 working days
- The employee will receive a lump sum of 20 hours on the twentieth anniversary of the employee's date of hire.
- The accrual rate is 7.7 hours per biweekly pay period.

The service credit required in each instance need not be continuous; however, completion of a total of one (1) year of full-time public service is required before an employee is eligible for any vacation leave. An employee who completes the necessary process to receive prior service credit from an Ohio county, municipal corporation, township, or state agency counted for the purpose of computing the

amount of the employee's vacation leave, accrual shall be permitted to use such vacation leave if the employee has at least one (1) year or more of prior Ohio public service. An employee may not transfer vacation leave credit from another appointing authority to the Clerk's office without obtaining prior approval from the Clerk.

Vacation leave accrual is earned only during the time an employee is in active pay status-it is not earned while on an unpaid leave of absence or unpaid military leave of absence. Designated holidays are not charged to vacation leave. Vacation time is continually accumulated; however, only maximum of that earned in three (3) years of service may be carried over to the next year. Credit in excess of this maximum will be eliminated from an employee's vacation leave balance on an employee's anniversary date.

Part-time employees are not entitled to earn Vacation Leave.

An employee must submit an "Employee Request for Leave" form and receive prior approval from the employee's Manager or the Manager's designee(s). A Manager may allow the use of vacation leave on a more flexible basis if she/he chooses and if operations allow such flexibility. A Manager may discontinue the practice if employees abuse the privilege or problems arise after allowing such flexibility. A Manager may consider an employee's individual work record and leave usage in the decision to grant such leave to an employee. A Manager should approve leave as soon as practicable after it is requested to allow employees to make arrangements for the use of their vacation leave. If a Manager has a concern about granting the requested vacation leave, the manager should consult with the employee so she/he is aware of the circumstances impacting the approval of a pending leave request. If an employee does not have enough accrued vacation leave to cover the requested vacation leave either at the time of the request or immediately prior to the use of leave, the leave may be denied.

Vacation leave requested during the weeks of Independence Day, Thanksgiving, Christmas and New Year's will be approved on an annual basis. Factors Managers shall consider in approving such requests are: operational need, good attendance, and whether the employee was allowed to take the requested leave the previous year. If a Manager believes operational need will allow for the approval of all leave requests during any of the foregoing weeks, the Manager has the discretion to approve the leave. If operational need requires certain employees requesting leave to work, the Manager shall review all the factors previously mentioned prior to disapproving leave.

Upon separation from the Clerk's office, including retirement, payment for earned but unused vacation leave will be made in a lump sum at an employee's current rate of pay. OPERS will not be deducted from the vacation leave payout. An employee will not be carried on the payroll for the purpose of liquidating the vacation balance.

In the case of employee's death, any earned but unused vacation leave shall be paid to the date of death, in accordance with section 2113.04 Ohio Revised Code.

## **ARTICLE 25 HEALTH AND SAFETY**

Section 25.1. It is agreed that safety must be a concern and a responsibility of both parties. Therefore, the Employer accepts its responsibility to provide safe working equipment and vehicles. Supervisory personnel shall see that the safety rules and safe working methods are followed by employees. Employees shall accept the responsibility to operate equipment and work vehicles in a safe and proper manner and to follow all safety rules and safe working methods of the Employer. All unsafe

vehicles or equipment must be reported in writing to the next higher authority in charge as soon as said unsafe working conditions are known.

Section 25.2. Safety Equipment. The Employer shall provide safety equipment to employees as required by applicable safety standards and Ohio law.

Section 25.3. Employees shall bring urgent safety concerns to management's attention immediately and safety issues may also be discussed at Labor Management Committee.

## **ARTICLE 26 P.E.O.P.L.E. CHECKOFF**

The Employer will deduct voluntary contributions to the American Federation of State, County and Municipal Employee International Union's Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E.) 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 thirty (30) days of the date they are deducted. Payment shall be made to AFSCME PEOPLE and transmitted to AFSCME Ohio Council 8, Columbus Region, 6800 N. High Street, Worthington, OH 43085. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction. This list must be separate from the list of employees who had union dues deducted and the list of employees who had fair share fees deducted. The Union agrees to forward a confirmatory list to the employer.

An employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time.

The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

All P.E.O.P.L.E. contributions shall be made as a deduction separate from the dues and fair share fee deductions.

## **ARTICLE 27 JOB DESCRIPTION**

All bargaining unit employees shall be provided with an accurate description of their job. The Employer agrees it will review job descriptions and update or modify them as appropriate. At least five (5) working days prior to implementing the updated or modified job description, a copy of the updated or modified job description will be provided to the affected bargaining unit employee, and to the Union President.

## **ARTICLE 28 SEVERABILITY/LEGALITY**

Section 28.1. Should any part of this Agreement or any provision contained herein be declared invalid by operation of law, or any changes or amendments to current applicable statute, ordinances or rules promulgated there under or by a final tribunal of competent jurisdiction, it shall be of no further force and effect, but such invalidation of a part or provision of this Agreement shall not invalidate the remaining portions and they shall remain in full force and effect.

Section 28.2. Upon written request by either party, the parties shall meet at mutually agreeable times to modify any invalid provisions through good faith negotiations.

## **ARTICLE 29 INJURY LEAVE PAY**

The Parties recognize that there may be some situations where an employee sustains a work related injury that causes the employee to be absent from work and the Ohio Workers' Compensation System does not provide wage replacement benefits. Depending on the situation there could be as much as seven work days for which temporary total disability compensation is not paid pursuant to the Ohio Workers' Compensation System. This article is solely designed to address that seven day gap. Should the Ohio Legislature or the Ohio Bureau of Workers' Compensation or the Ohio Industrial Commission modify Ohio Workers' Compensation Legislation or Administrative Rules during the term of this Agreement to provide compensation inclusive of the seven day gap, the Parties agree that this Article shall become void upon the effective date of the Legislation or Administrative Rule.

When a bargaining unit employee sustains a work related injury or occupational disease and is unable to perform the essential functions of his/her job because of the work related injury, the employee may be eligible to receive up to a maximum of seven days of injury pay to cover full or partial days the employee is off work and is not otherwise provided compensation under the Ohio Workers' Compensation System. The Clerk of Court will provide injury pay to eligible employees at the employee's base hourly rate of pay.

To be eligible for injury pay the employee must have a workers' compensation claim that has been certified by the Employer or allowed pursuant to a final administrative order issued by the Ohio Bureau of Workers' Compensation, the Ohio Industrial Commission of Ohio or a court order. Secondly, the employee must complete the Accident Report Form for Injured Employees (ARFIE) within 48 hours following the injury or first disability date for an occupational disease unless the employee is physically incapable of reporting. The employee shall not receive injury pay for any days if the injured employee refuses to return either to modified duty or transitional duty under any temporary restrictions given by the physician of record and the Clerk of Court states it will accommodate the injured employee under these same temporary restrictions.

## **ARTICLE 30 PERSONAL DAYS**

Personal Leave Time (Personal Leave) is a benefit provided to all fulltime employees. This is in addition to vacation and sick leave benefits. Personal Leave may be used without specific justification. Managers however may approve its use in certain situations.

Personal Leave provisions are as follows:

1. Fulltime employees must have a minimum of twenty-four (24) hours of sick balance in their banks upon request.
2. Eight (8) hours of Personal Leave is provided per each three (3) month period beginning with January (i.e. annual quarters.)
3. Personal Leave will not accumulate nor will hours carry over from quarter to quarter.
4. A minimum of fifteen (15) minutes and up to a maximum of eight (8) hours may be applied to Personal Leave and will be deducted from the employee's sick time bank.
5. Personal Leave will not be counted against the employee for purposes of performance evaluations and reliability. Personal leave time will be taken out of the employee's sick time bank, however, the Wellness Incentive benefits will not be affected.
6. Advance use of Personal Leave may be submitted for a manager's approval (e.g. along with vacation time requests).
7. Chronic absence or tardiness, as referenced in Attendance and Tardiness Guidelines, or misuse of Personal Leave may result in disapproval of Personal Leave use and/or disciplinary action, including suspension and termination.

## **ARTICLE 31 ATTENDANCE AND TARDINESS**

Punctuality and daily attendance are essential to ensure optimal productivity and customer service. Employees are expected to report for work on time. Unnecessary absenteeism and tardiness are expensive, disruptive, and place an unfair burden on other employees and the manager. In order for the Clerk's office to achieve these goals, employees are required to maintain a satisfactory record of attendance.

Managers and supervisors are responsible for communicating the office attendance policy to staff and for the fair and consistent application of the policy. Employees are responsible for knowing the attendance policy and maintaining a satisfactory record of attendance.

- An employee who is unable to report for work for any reason must notify his/her manager or designee on each day the employee is unable to report work by fifteen minutes after the designated start time, unless there are valid extenuating circumstances. An employee is not required to notify his/her manager or designee if the employee is on an extended leave

of absence and has supplied the Employer with a statement from a medical provider with an expected return to work date. If an employee fails to properly notify the Manager or designee within this time frame, the Manager may record the time as an unreported absence for that day. A Manager has the discretion to allow an employee with a good attendance record to supplement time out of the office with the employee's own paid leave or authorized leave without pay. Good attendance is defined as reporting to work on time on a daily basis and taking only leave requested in advance or on rare unscheduled occasions. Evidence of poor attendance includes, but is not limited to, habitual tardiness and sick leave abuse.

## **Tardiness**

- An occurrence of tardiness is defined as reporting to work at 1 minute (e.g. 7:01, 7:31, 8:01, etc...) past an employee's scheduled start time or returning from lunch or scheduled breaks 1 minute past the lunch period or 15 minute paid breaks. Employee tardiness will be evaluated on a ninety (90) day rolling period.
- There will be a grace period of five (5) minutes for arrivals to work. These grace periods will not count as occurrences. However, if an employee is tardy within the grace period more than five (5) times in a (90) day rolling period, the employee will lose the protection of the grace period and the disciplinary process will begin immediately as described below with an oral reprimand.
- The disciplinary steps for excessive employee tardiness will be as follows:
  1. An employee with five (5) occurrences within the ninety (90) day period may receive corrective counseling at the manager's discretion.
    - An employee will have the option of avoiding loss of pay by using personal/vacation/compensatory time towards the initial five (5) occurrences, but the occurrences will still count for disciplinary purposes.
  2. An employee with three (3) additional occurrences within ninety (90) days of the corrective counseling may receive an oral reprimand at the manager's discretion.
    - An employee will have the option of avoiding loss of pay by using personal/vacation/compensatory time towards the 3 additional occurrences within this second ninety (90) day period, but the occurrences will still count for disciplinary purposes.
  3. An employee with three (3) additional occurrences within one (1) year of an Oral Reprimand may receive a written warning at the manager's discretion.
    - An employee will not be paid for the exact amount of time missed for each occurrence during this one (1) year period.
  4. An employee with three (3) additional occurrences within one (1) year of a written warning may be recommended for a suspension of three (3) days without pay by the manager.

- An employee will not be paid for the exact amount of time missed for each occurrence during this one (1) year period.

5. An employee with six (6) additional occurrences within three (3) years of a suspension may be recommended for termination by the manager.

- An employee will not be paid for the exact amount of time missed for each occurrence for this three (3) year period.

#### **Absence**

- Employees failing to report an absence within the allotted time frame may be considered absent without leave (AWOL) and may be subject to disciplinary action. In addition, they may be placed in a non-pay status for the period of the absence. A Manager has the discretion to place an employee with a good attendance record in an AWOL status, to decide if discipline is warranted, and if the employee may supplement the time out of the office with paid leave.
- Incidences of unsatisfactory attendance, unreported absences, and absences without authorized leave (AWOL) may result in disciplinary action up to and including termination.
- A Manager has the discretion to permit an employee with a good attendance record to work through lunch or to work before or after the employee's shift to supplement short time periods out of the office. This practice should not be used on a regular basis or to avoid the use of paid leave. Examples of the appropriate use of this provision may include: an otherwise timely employee coming in late due to bad weather or a traffic issue; a doctor's office visit taking longer than originally expected or rare occasions of tardiness or other emergency situations.

#### **Counseling/Documentation**

Excessive absenteeism and chronic tardiness are patterns of behavior that are easily identified. Managers should be aware of these behavior patterns as they develop and should make every effort to assist the employee in correcting the problem. It is equally important that the Manager document abusive absenteeism and tardiness patterns.

To effectively deal with absenteeism and/or tardiness, the Manager must:

1. Maintain accurate records;
2. Analyze records for trends, i.e. the type and duration of absence (scattered or extended);
3. Carry out control policies fairly and equitably; and,
4. Ensure that employees have received notice on attendance standards.

Managers should use their discretion in evaluating whether disciplinary action should be taken in a specific instance.

## **ARTICLE 32** **HEALTH INSURANCE BENEFITS**

Section 32.1. The Union agrees to accept the County's medical benefits plan provided to other County employees during the term of this Agreement. Any changes implemented in the overall County plan will also be applied to bargaining unit employees eligible for health insurance benefits. Should any changes to the County's plan be implemented during the term of this Agreement, the Union will be given prior notice of the change and upon request by the Union, a County representative will meet with the Union and explain the changes in the plan.

All employees who work less than thirty (30) hours per week on a regular basis will not be eligible for health insurance benefits.

Section 32.2. The Employer shall provide and pay the premiums for individual life insurance coverage with a death benefit at the current level. The plan will only be modified if Franklin County's life insurance plan is modified, and the Union will be given prior notice of the change and upon request by the Union, a County Representative will meet with the Union and explain the changes in the plan.

Section 32.3. Effective January 1, 2017, an employee will pay up to \$135 a month towards the health insurance premium to cover the employee and any child(ren) the employee may have. Effective January 1, 2017, an employee who chooses to cover his/her spouse will pay \$277 a month towards the health insurance premium. This \$277 is not in addition to the \$135, that is to say, in the event that an employee chooses to cover himself/herself, any children and his/her spouse, he/she will pay \$277 to cover all of them.

Effective January 1, 2018, an employee will pay up to \$151.20 per month for an employee to cover himself/herself and any child(ren) he/she may have and an employee who chooses to cover his/her spouse will pay up to \$310.24 per month.

Effective January 1, 2019, an employee will pay up to \$169.34 per month for an employee to cover himself/herself and any child(ren) he/she may have and an employee who chooses to cover his/her spouse will pay up to \$347.46 per month.

If the County negotiates lower monthly health insurance premiums for any of the years stated above, the Employer will charge bargaining unit employees the lower premium amounts for each respective year.

## **ARTICLE 33** **HOLIDAYS**

Section 33.1. All regular full-time bargaining unit employees shall be entitled to the following paid Holidays as set forth below:

New Years  
Martin Luther King Day  
Presidents Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day

Veterans Day  
Thanksgiving Day  
Christmas Day

Section 33.2. Employees shall be compensated for said holidays during the pay period within which they were observed provided the employee is in active pay status during the week within which they were observed. For the purposes of this section, "active pay status" shall mean hours actually worked, or paid leaves. In order to be paid for these holidays, employees must have no unscheduled absences the work day preceding and the work day following the holiday. Unscheduled absences due to a documented medical condition/emergency or an extenuating circumstance may be considered as an exception to this policy on a case-by-case basis.

Section 33.3. If any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday. If any of the above holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. Part-time employees shall be paid holiday pay for that portion of any holiday for which they would normally be expected to work.

Section 33.4. Employees who are not scheduled to work on a designated holiday shall be paid for eight (8) hours work at applicable straight time. Employees who work on a designated holiday shall be compensated at the rate of one and one-half (1-1/2) times their normal rate of pay in addition to eight (8) hours of holiday pay.

Section 33.5. Floating Holiday. Employees shall be entitled to one (1) floating holiday per calendar year. Such holiday shall be scheduled in advance and must receive approval by the division manager or his/her designee, based upon the operational needs of the clerk of courts. The floating holiday shall be scheduled in the same manner as vacation leave.

## **ARTICLE 34 BEREAVEMENT LEAVE**

All full-time employees are provided three (3) days of paid leave upon the death of an immediate family member.

For purposes of bereavement leave immediate family members are mother, father, sister, brother, spouse, domestic partner, child, spouse or domestic partner's child, grandparent, grandchild, mother- or father-in-law, sister- or brother-in-law, son- or daughter-in-law, legal guardian or other person who stands in the place of a parent.

Employees may supplement their bereavement leave with up to two (2) days of accrued leave.

Employees may also use other accrued leaves such as vacation or personal leave upon the loss of a relative, household member or other person not included in the definition of immediate family.

Supervisors are encouraged to be flexible in granting requests to extend leave beyond the paid bereavement leave benefit when operational needs would not be unduly adversely impacted.

## ARTICLE 35 WAGES

Section 34.1. Effective January 1, 2017, each bargaining unit employee will receive a two percent (2%) wage increase.

Effective January 1, 2018, each bargaining unit employee will receive a two percent (2%) wage increase.

Effective January 1, 2019, each bargaining unit employee will receive a two percent (2%) wage increase.

If the Employer receives approval from the County Commissioners to pay those employees exempt from collective bargaining more than the wage increases negotiated above, the Employer will grant the bargaining unit employees the higher rates for the respective years.

Section 34.2. Any employee promoted after the ratification of this Agreement will be placed at the minimum level of the appropriate pay range, or will receive a four percent (4%) promotional increase, whichever is greater.

Section 34.3 In addition to the percentage increases identified above, each bargaining unit employee who has completed a minimum of five (5) years up to ten (10) years of service with the Clerk shall receive an annual service credit lump sum pay of two hundred dollars (\$200.00). Each bargaining unit employee who has completed ten (10) years of service, but less than fifteen (15) years of service with the Clerk shall receive an annual service lump sum credit pay of three hundred fifty dollars (\$350.00). Each bargaining unit employee who has completed fifteen (15) years of service, but less than twenty (20) years of service with the Clerk shall receive an annual service credit lump sum pay of three hundred seventy five dollars (\$375.00). Each bargaining unit employee who has completed twenty (20) years of service or more with the Clerk shall receive an annual service credit lump sum pay of four hundred dollars (\$400.00).

Years of service shall be determined annually as of November 1st for the current calendar year, but will include service anniversary dates between November 1<sup>st</sup> to December 31<sup>st</sup> for that calendar year. The service credit pay will not be applied to the base wage rate of the employee. The service credit lump sum pay shall be paid out on the first pay in December.

Section 34.4 Retroactive to July 1, 2016, bargaining unit employees will earn a minimum of \$13.69 an hour.

## ARTICLE 36 DURATION OF AGREEMENT

Section 36.1 This Agreement shall be effective upon approval by the Franklin County Clerk of Courts beginning January 1, 2017 and shall remain in full force and effect until 11:59 p.m., December 31, 2019.

If either party desires to modify or amend this Agreement upon its termination, it shall give written notice of such intent to a representative of the other party no earlier than one hundred and twenty (120)

calendar days prior to, and no later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested. Without mutual signed agreement by the parties to extend the terms of the Agreement, the Agreement will terminate at 11:59 p.m., December 31, 2019.

## **Memorandum of Understanding**

The Clerk agrees to review the wage analysis done for the Board of Commissioners by Clemans Nelson to determine if a wage adjustment is justified in the Clerk's Office. Following the review by the Clerk's Office, Management will meet with the Union to discuss the written analysis.

August 24, 2016

Management

Christie M. Cook  
Anth. Blot

Union

STW  
K. Mori

## **Memorandum of Understanding**

### **Professional Development Day**

After October 10, 2016, Management and the Union will meet to negotiate whether the Professional Development Day can be done annually and, if so, what it will entail. If the parties agree to terms of the PDD, an MOU shall be executed no later than January 10, 2017.

August 23, 2016

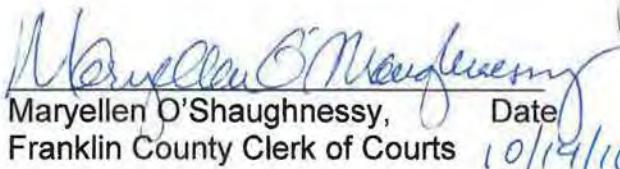
Management

Christine McElroy  
Anthony

Union

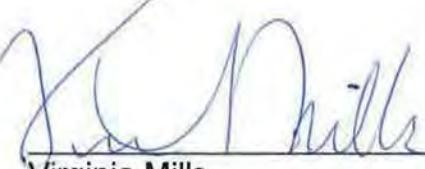
John  
Jim

FRANKLIN COUNTY  
CLERK OF COURTS

  
Maryellen O'Shaughnessy,  
Franklin County Clerk of Courts

Date  
10/14/16

AFSCME OHIO COUNCIL 8  
AFL-CIO, Local 0615

  
Virginia Mills  
President

Date  
10/14/16

  
Angela D. Radney,  
Chief Deputy/Chief of Staff

Date  
10/14/2016

  
Eric Boyd,  
Staff Representative

Date  
10/14/16

  
Sharlene Chance,  
Compliance Officer

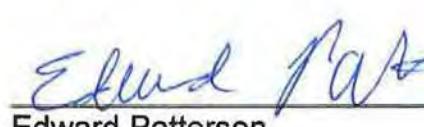
Date

  
Thomas Hemsley,  
Vice President

Date  
10/17/16

  
Shawn Rieder,  
Director, Office of Fiscal Services

Date  
10/14/16

  
Edward Patterson,  
Steward

Date  
10/14/16

  
Christine Emch,  
Director of HR & Training

Date

  
Antone White,  
Director of Legal Operations

Date  
10/14/16

Approved as to form:

Denise L. DePalma 10/12/16  
Denise L. DePalma Date  
Assistant Prosecuting Attorney  
Civil Division



**The Honorable Maryellen O'Shaughnessy**  
**Franklin County Clerk of Courts**

Wages effective as of 1/1/2017

Office of HR & Training  
373 S. High Street  
23<sup>rd</sup> Floor  
Columbus, Ohio 43215-6312  
(614) 525-1633

01-26-17  
16-MED-09-0984  
0745-01  
K35055

**Franklin County Clerk of Court Bargaining Unit Positions**

1. Accounting Clerk	\$14.32/\$29,785.60 - \$18.62/\$38,729.60
2. Accounting Technician	\$15.85/\$32,968.00 - \$20.60/\$42,848.00
3. Customer Service Specialist	\$13.69/\$28,475.20 - \$17.70/\$36,816.00
4. Document Management Specialist	\$13.69/\$28,475.20 - \$16.82/\$34,985.60
5. Records Management Specialist	\$13.69/\$28,475.20- \$16.40/\$34,112.00
6. Scanning Clerk	\$13.69/\$28,475.20 - \$15.98/\$33,238.40