Collective Bargaining Agreement

between

Local 3411, Ohio Council 8
American Federation of State, County and Municipal Employees

and

Toledo Municipal Clerk of Court

January 1, 2013

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ARTICLE 1. RECOGNITION

Section 1. Recognition

The Toledo Municipal Clerk of Court (Clerk herein) agrees to recognize Local 3411, Ohio Council 8, American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, (Union herein) as having jurisdiction over and being the sole and exclusive bargaining agent for Deputy Clerks in the bargaining unit as certified by the State Employment Relations Board in Case No. 93-REP-11-0243, which certification is appended hereto. The Union is recognized as the bargaining agent for the purpose of establishing wages, hours, terms and conditions of employment.

Section 2. Nondiscrimination

(a) The provisions herein shall be applied without discrimination as to age, sex, marital status, race, color, creed, national origin, disability or political affiliation. All references to employees in this Agreement designate both sexes, and where the female gender is used, it shall be construed to include both male and female employees.

(b) Particularly, it is the express intent that this Agreement shall not be interpreted in such a manner as to cause or constitute a violation of any law, specifically including Title VII of PL-88-352, as amended, known as the Equal Employment Opportunity Act of 1964 and the Civil Rights Act of 1991, and including the American with Disabilities Act; provided however, that any remedy for violation of such acts shall be as set forth in the Act.

(c) Further, it is the intent of the parties to abide by the policy against sexual harassment as set forth in City of Toledo Administrative Policy and Procedure #34; provided however, that any remedy for violation of this policy shall be as set forth therein or provided by law.

(d) The Clerk agrees not to interfere with the rights of employee(s) to become member(s) of the Union, and there shall be no discrimination, interference, restraint, or coercion against any lawful employee activity in an official capacity on behalf of the Union.

(e) The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the Bargaining Unit without discrimination, interference, restraint or coercion. The Union agrees not to intimidate or coerce any employee in an effort to recruit membership in the Union.

Section 3. Check off

In accordance with applicable law and with an employee's signed voluntary authorization, the Employer will deduct, on and after the ninety-first (91st) day of employment, from the wages of such an employee the initiation fees and monthly dues uniformly required in the amounts designated by the Union. The Union shall be responsible for securing such a legal authorization from each employee and providing it to the Employer. Said deductions will be made from the payroll checks on a bi-weekly basis. Said deductions and a check off list setting forth the names and the amounts of the deductions will be forwarded to the Union. The Union shall indemnify the Employer against all claims made against it by reason of this provision.

Dues check off for employees promoted to positions outside of this bargaining unit shall cease upon satisfactory completion of the appropriate probationary period.

Section 4. Probationary Period

Employees in the Bargaining Unit shall be represented by the Union once they have satisfactorily completed their probationary period. The regular probationary period shall be one hundred twenty (120) calendar days. An employee who is off for three or more days during her or his probationary period shall automatically have the period extended by the total number of days off. The clerk may, at her/his sole discretion, extend the probationary period by an additional thirty (30) calendar days. The parties then may by mutual agreement extend the period by another thirty (30) calendar days.

An employee shall have no right under the contract to file grievances, nor shall representation be provided in matters relative to retention, discipline, or removal until satisfactory completion of the full probationary period. Probationary employees shall not be allowed to work overtime until the completion of their probationary period except for purposes of training at the Safety building in accordance with Article 19, Section 7.

An employee shall be entitled to full healthcare coverage in accordance with the terms of this Agreement effective the ninety-first (91st) day of the probationary period.

Section 5. Fair Share Fee

(a) All employees in the bargaining unit **shall, sixty (60)** ~~whose one hundred twenty (120)~~ calendar days from the date of hire or the date of execution of this Agreement, whichever is later, **who** are not members in good standing of the Union, shall pay a Fair Share Fee to the Union as a condition of continued employment. The

Fair Share Fee dollar amount shall be certified to the Clerk by the Union, but shall not exceed the amount of dues uniformly required of members of the Union.

(b) The deduction of the Fair Share Fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. Payment to the Union of Fair Share Fees shall be made in accordance with regular dues and deduction as provided in this Article.

(c) The employer shall provide the Union with an alphabetical list of the names and addresses of those employees who have a fair share fee deducted along with the amount of the fair share fee deduction. Social Security numbers shall also be provided, if permissible, but it shall not be treated as public records by the Union, and therefore shall not be disclosed except as required by law.

(d) The Union will establish a rebate procedure for fees deducted from nonmembers of the Union in accordance with Ohio Revised Code 4117.09.

(e) The Union shall indemnify and save the Clerk and City harmless against any liability that may arise out of, or by reason of, any actions taken by the Clerk or the City for the purpose of complying with the provisions of this section. In the event that the Clerk or City is held responsible for the repayment of monies paid to the Union pursuant to this section, the Union to the extent of those funds actually received, or for the payment of back pay or other damages due to enforcement of these provisions, the Union shall reimburse same to the City and/or the designated employees involved.

ARTICLE 2. MANAGEMENT RIGHTS

The right to manage the Clerk of Court operations and to direct the work force, including all those rights heretofore exercised, is vested in the Clerk. Nothing in this Agreement shall be construed as delegating to others the Clerk's right to manage its operations and direct the work forces, including but not limited to the right to:

> hire and direct the work force; assign, transfer, and promote employees **outside of the bargaining unit**; schedule, direct and control all Clerk operations; establish, enforce and communicate reasonable work and safety rules, and office policies and procedures; relieve employees from duty and otherwise suspend or discipline employees for just cause; schedule work and determine the size of work crews and the number of employees necessary to perform assignments; establish new jobs, and abolish, combine and/or change the existing jobs and/or assignments within those jobs; increase or decrease the number of jobs, divisions, sections and/or shifts; control and regulate all equipment and other Clerk property; determine the quality and quantity of the work to be performed; determine what work or portions thereof will be performed by Clerk employees or purchased or performed elsewhere, subject to the subcontracting provision herein; determine employee skill, ability, and overall qualifications; decide the location of Clerk operations and the transfer of all, or any part of, the Clerk's operations; determine if a vacancy exists; determine functions and programs of the Clerk's Office, standards of services, its overall budget, the utilization of technology, methods and means of operation, and the organizational structure.

It is further understood that any person sworn as a Deputy Clerk of Court may perform any of the functions of a Deputy Clerk regardless of bargaining unit affiliation. Accordingly, nothing in this agreement shall be construed in any manner to limit the performance of any functions of the Clerk's office solely to members of the bargaining unit.

ARTICLE 3. UNION REPRESENTATIVES

Section 1. Work Site Visitation

The Union's representative shall be given the right to enter the work areas at reasonable times for the purpose of investigation of grievances and for such other purposes as may be necessary; provided, however, that prior to entering a work area, she/he shall first advise the Clerk of Court of her/his presence or intentions to enter work areas and receive permission to do so, which permission shall not be unreasonably withheld. It is understood that in making such visits to work area, the Union representative will not interfere with or interrupt the Clerk's operations. Further, whenever possible, the representative shall schedule such visits in advance. As used herein, "work areas" shall not include the site of an emergency while that emergency is in progress.

Section 2. Stewards

The Union shall be represented by no more than six (6) stewards. The Chief Steward will not be considered one of these six (6) stewards. The Union will notify the Employer in writing of its stewards and officers.

Section 3. Union Release Time

The Stewards and/or President shall be permitted reasonable time during working hours to investigate and process grievances raised by bargaining unit members and to represent members in disciplinary actions brought by management. The Stewards and the President shall be permitted to leave their regular work area to investigate or process a grievance or provide representation in a disciplinary matter, provided, however, that no more than two (2) representatives shall be released for any given matter unless otherwise agreed by the Chief Deputy or the Clerk.

Stewards and officers shall request their immediate supervisors to leave their jobs to handle a problem and shall report when returning to work, utilizing the designated form and specifying the name of the employee to be served together with the nature of the grievance or discipline at issue. The representatives shall also request the immediate supervisor of the employee involved when contact with the employee is necessary. Permission for Union release shall not be withheld. No reasonable request shall be refused.

The Clerk will grant additional paid release time, not to exceed an aggregate of one hundred (100) hours each year, to employees who are officially designated to attend conferences, State Conventions, National Conventions and Union training sessions so long as the Clerk's office is not left with an insufficient work force.

Attendance at the Health Care Cost Containment Committee shall not be used against the aggregate one hundred (100) hours. When an agenda item for the City Wide Safety and Welfare committee directly affects the Clerk of Court employees, then that time also will not be deducted from additional release time.

The steward assigned to the shift when the union meeting is being held shall be granted release time to attend the monthly Union meeting. Release time shall include necessary travel time.

The union will provide ~~the latter of ten (10) working days or immediate notice~~ **at least 48 hours prior notice** to the Clerk ~~of~~ **or** his/her designee whenever taking time under this section.

It is the intent of the parties that union release time will be utilized in the manner that will least interfere with the Clerk's operations.

Section 4. Bulletin Boards

The Clerk will provide bulletin board space for notices of Union meetings and other matters pertaining to Union business if requested by the Union. Anything to be posted will be given to an Officer prior to posting, to determine appropriateness of such material and will then be posted by an Officer. Under no circumstance may such space be used for political notices. The Clerk's decision as to what constitutes a political notice is final.

ARTICLE 4. PAYROLL DEDUCTIONS

Section 1. Savings Bonds and Charitable Giving Campaign

The Employer agrees to deduct designated amounts from the paychecks of employees giving written authorization for the U.S. Savings Bond and the City's Charitable Giving Campaign and remit such withholdings to the proper authorities.

Section 2. Deferred Compensation Plan

The Employer will also make available during the term of this agreement the opportunity for all employees to participate through payroll deduction in a Deferred Compensation Plan (Section 401-k Plan or Section 457 Plan) developed and administered by a provider designated by the City. Participating employees in the 401-k plan shall pay all loan application and processing fees.

Section 3. P.E.O.P.L.E.

The Employer will deduct from the paycheck of all employees who have signed a proper legal authorization for the Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee and remit monthly to said committee all such deducted monies.

Section 4. Financial Institutions

The Employer agrees to deduct from employees giving written authorization any monies, including direct deposit of their entire paycheck when that becomes feasible, for any authorized Financial Institution and remit same to such authorized Financial Institution office by separate check.

ARTICLE 5. SENIORITY SYSTEM

Section 1. Seniority Defined

(a) Seniority shall be defined as the total length of continuous service within the Toledo Municipal Clerk of Court Office. Seniority for all permanent full and part-time employees shall date from the date of hire.

(b) Newly hired employees shall have no seniority during their probationary period, but upon completion of the probationary period, their seniority date shall relate back to the date of hire.

(c) If an employee (1) was originally hired directly by the Clerk as a temporary employee and (2) worked continuously full-time or part-time, and (3) was subsequently made a permanent employee without a break in service, then upon the employee's successful completion of the probationary period in the permanent position, the employee shall have his/her seniority date relate back to their original hire date.

If an employee is retained through a temporary placement agency, and is subsequently hired, that employee's seniority will begin on their first day as an employee of the Clerk of Court, after successful completion of the probationary period. That employee will receive no credit for their time working in the Clerk's office as a contract employee.

(d) A permanent employee who terminates employment and is rehired within one year shall not be considered to have had a break in service under this Article, and therefore shall be credited with all prior seniority less the period since the employee terminated.

Section 2. Seniority Lists

The Toledo Municipal Clerk of Court's Office will provide an up-to-date seniority list to the Union of those employees in the bargaining unit semi-annually, giving the employee's name, address, telephone number, and date of employment. A separate list shall be provided to the Union semi-annually with employee's name and date of hire.

Section 3. Transfer Outside Bargaining Unit

An employee who accepts a permanent position excluded from the bargaining unit shall continue to maintain his/her bargaining unit seniority for a period of one hundred twenty (120) calendar days. After the one hundred twenty (120) calendar days expire, such person accepting a non-bargaining unit position shall forfeit his or her bargaining unit seniority. An individual who assumes the position vacated by the

employee promoted will be informed of the possibility that the employee replaced may return to the position within the specified one hundred twenty (120) calendar days.

Section 4. Loss of Seniority

An employee shall lose his/her seniority and shall be considered terminated for any of the following reasons:

(a) If she/he is discharged pursuant to the disciplinary procedure in this agreement.

(b) If she/he quits or retires from her/his employment.

(c) If she/he overstays a leave of absence without first obtaining consent from the Clerk for such over leave.

(d) If she/he is absent for three (3) working days without notifying the Clerk or her designee and substantiating with medical verification that the employee is sick or disabled.

(e) If she/he fails to report within ten (10) working days after having been notified to return to work pursuant to notice of recall given to laid off employees. It will be the responsibility of each employee to supply the Clerk with the most current address and telephone number, if any.

(f) If she/he is laid off and remains on such layoff for a period of thirty-six (36) months.

(g) If she/he enters employment with another employer or becomes self-employed while on leave.

ARTICLE 6. WORKDAY/OVERTIME

Section 1. Work Day

All regular full-time employees of the Clerk of Court shall work an eight-hour workday with a one-half hour paid lunch period. The Clerk will establish a method for documenting the start and end of the lunch period. Abuse of the lunch period process may result in disciplinary action in accordance with Article 12 of this agreement.

Full-time employees shall have scheduled 15-minute breaks for every four (4) hours worked in a day. Part time employees working less than 5.5 hours shall have one fifteen (15) minute break. The break shall be scheduled mid-way through their shift by their supervisor. Part time employees working in excess of 5.5 hours, but less than eight hours shall have two ten (10) minute breaks or one fifteen (15) minute break. The employee shall make a continuing designation as to one or the other. These shall be scheduled by their supervisor so as to be evenly distributed throughout the day and not at the end of their workday.

In the event that an employee misses his or her scheduled break due to the needs of the office, the employee may, with prior supervisor approval, combine the break with his or her lunch period (for a total of 45 consecutive minutes).

Section 2. Work Week

~~The work week shall consist of five (5) consecutive eight (8) hour days, except for part time employees, except for employees in a seven (7) day, twenty-four (24) hour operation and except where the delivery of service to the public or the Court requires a different work schedule. For any employee hired prior to June 1, 1995 the five consecutive eight (8) hour days shall be Monday through Friday if the employee was already under that schedule.~~ For purposes of the Fair Labor Standards Act, the work period **for all regular full-time employees** shall consist of five (5), eight (8) hour days within the seven (7) day work period established for the Clerk's office.

Section 3. Overtime Rate/Scheduling

(a) Overtime payment - all authorized work in excess of an eight (8) hour workday or the 40 hour work week shall be considered overtime and paid at the rate of time and one-half the regular rate. Time actually worked, paid sick leave, paid vacation time, paid funeral leave and other paid time off shall be included in the calculation of overtime payment, except when determining hours worked for purposes of compliance with the Fair Labor Standards Act (This section does not apply to Holiday Overtime).

(b) Overtime scheduling - Saturday, Sunday and Holiday overtime shall be

scheduled on a monthly basis. All available overtime will be offered and filled on the basis of seniority. **Monthly** overtime will be posted for five (5) working days. After all slips are reviewed and shifts are filled any remaining shifts shall be posted for two (2) working days. After those are reviewed and shifts are filled, any open shifts shall be filled by the least senior qualified employee. The Union President or his/her designee will be given a copy of the schedule. Documentation of scheduling shall be available for review by the Union upon request. Volunteers from the Civil Section and the Criminal Traffic Section will first be sought and filled based on seniority.

Any unfilled overtime shifts that result in forced overtime shall be filled by inverse seniority; an employee cannot be forced to work more than one shift per week.

An employee who volunteers for scheduled overtime and calls in sick for their scheduled overtime two or more times in a three month period will be prohibited from signing up for additional overtime for ninety (90) days thereafter.

An employee may give up an overtime shift by notifying the Chief Deputy Clerk in writing. A notice will be posted for two (2) days and the shift will be filled by seniority. If nobody volunteers to fill the shift, the person who originally signed up for the shift must work it.

Forced overtime shall be scheduled on a monthly basis. The shifts will be posted and filled by the 15th day of the month preceding month. If more than one forced overtime shift must be filled, the employee with the most seniority from among those forced to work shall have preference as to which forced shift he/she will fill. The process will continue until all such shifts are filled. After the schedule has been established, if an employee determines that they want to volunteer for a forced overtime shift they shall notify the Chief Deputy in writing. The Chief Deputy shall notify and replace the forced employee with the most seniority, provided that employee wants to give up the forced assignment.

Section 4. Compensatory Time

An employee may independently elect to accrue up to eighty (80) hours compensatory time. However, in accruing this time the employee must elect to take the entire overtime period worked as compensatory time or as pay at overtime rate.

An employee who has worked overtime may, subject to the Clerk's approval, be allowed to receive compensatory time off in lieu of pay at the overtime rate, if the employee so elects, provided that the employee does not accumulate comp time in excess one hundred and sixty (160) hours. The employee shall receive this time off with pay in such a way as not to impair the operations of the Clerk's office. In the

absence of such an election by the employee, he or she shall receive pay as required for the overtime worked.

Section 5. Holiday Overtime

In the event that the Judges determine Court shall be in session on any of the holidays, except for Christmas Eve and Christmas Day, listed in Article 8, Paid Holidays, or when the employee is regularly scheduled to work on any of these listed holidays, except for Christmas Eve and Christmas Day, then the employee shall work that day at regular pay and receive pay for the holiday. Employees scheduled to work Christmas Eve and Christmas Day shall be paid twice the regular rate and receive pay for the holiday. Otherwise, employees called in to work on a listed holiday, except for Christmas Eve and Christmas Day, shall be paid twice the regular rate and receive pay for the holiday. Employees called into work forty eight hours (48) in advance to (25) twenty five hours in advance of Christmas Eve and Christmas Day shall be paid two and one half times the regular rate and receive the holiday pay. Employees called in to work less than twenty four (24) hours in advance of Christmas Eve or Christmas Day shall receive triple times the regular rate and receive the holiday pay.

For the purpose of this section, call in shall be defined as less than twenty four (24) hours notice to report to work when an employee is not scheduled and the time is not contiguous to the employee's shift.

For the purpose of this section, regular pay or regular rate shall be defined as straight time for eight (8) hours or less in a work day and straight time and a half for over eight (8) hours a day.

ARTICLE 7. VACATION

Section 1. Vacation Time Accrual

All regular employees of the Clerk of Court's Office are entitled to annual, paid vacation time in accordance with the following:

Less than 1 full calendar year of service	.916 days for each full month of service
After one full calendar year of service	2 weeks
After 5 full calendar years of service	3 weeks
After 10 full calendar years of service	4 weeks
After 15 full calendar years of service	5 weeks
After 20 full calendar years of service	6 weeks
After 25 full calendar years of service	7 weeks

In addition to the above schedule, each employee is entitled to one additional, discretionary vacation day following one (1) full calendar year of service.

Section 2. Vacation Scheduling

Employees should take vacation in the calendar year following the year in which it was earned. Vacation scheduling is to occur at one time based upon written requests and approval. Scheduled vacation time may be canceled and rescheduled due to employee or Clerk emergencies. In the event an employee schedules vacation and later cancels the scheduled vacation, the open spot shall be posted for 72 hours and filled by seniority.

Section 3. Vacation Carryover

An employee may request vacation carryover. The request must be in writing, to the Clerk, and filed on or before November 1st. Such request shall be limited to eighty (80) hours and such hours must be used on or before April 30th of the next year. The Clerk shall have sole discretion on granting the request for carryover.

Section 4. Miscellaneous

Beginning in January 2014, employees ~~are not~~ **shall be** allowed to ~~be paid~~ cash **out up to 40 hours of vacation time**, ~~in lieu of receiving vacation unless the Clerk of Court for some valid reason has not allowed the employee to take the vacation time to which they are entitled by the end of the year.~~ **Such a payout must be submitted to the Clerk on or before November 1 of that year.**

In determining eligibility for vacation, only continuous years of service shall be

counted, except where an employee has served 9 full calendar years with the Clerk of Court Office. Such an employee shall be entitled to count their prior service.

In the event a permanent part-time employee becomes a full time employee, all unused vacation time will be prorated to reflect actual hours available. (Example: if a part-time employee has 4 days vacation based on 6 hours per day, he has 24 hours of vacation time left, or 3 days vacation based on 8 hours per day).

ARTICLE 8. PAID HOLIDAYS

All regular employees who have completed their probationary period shall be entitled to 16 paid holidays. The designated holidays are:

New Years Day
Martin Luther King Day (third Monday in January)
Presidents Day (third Monday in February)
Good Friday
Memorial Day (last Monday in May)
Fourth of July
Labor Day
Columbus Day (second Monday in October)
Veterans Day (November 11)
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve (the last regular work day before Christmas Day)
Christmas Day

In addition to the above listed holidays, the employee shall also have three (3) discretionary holidays to be selected by the employee and scheduled through the employee's supervisor.

To be entitled to receive pay for these holidays the employee shall have worked or be on a **fully** compensated day off on the day before and the day after the holiday.

For employees working the regular Monday through Friday work schedule, in the event that any of the above holidays fall on a Saturday, the Court shall observe the holiday on Friday, and in the event the holiday falls on a Sunday, the Court shall observe the holiday on Monday.

ARTICLE 9. ACCUMULATION OF SICK DAYS AND SICK PAY USAGE

Section 1. Accumulation and Payment of Sick Days

Regular employees of the Clerk hired on or before the execution of the 1995 collective bargaining agreement shall be credited with sick days in accordance with the following formula: One and one-quarter (1 ¼) days shall be credited for each month of service, not to exceed fifteen (15) days per calendar year. Such days shall continue to accumulate at such rate without any maximum limitation. An employee granted a leave of absence for thirty (30) calendar days or more shall not accumulate sick pay during the period the employee is on such leave.

Employees hired on or after the date of execution of the 1995 Agreement, shall be covered exclusively by the sick leave plan in Part B.

(a) Employees who elected to maintain their current sick leave accrual and severance pay plan shall be credited with sick leave in accordance with the following formula; Sick time will be earned at the rate of 1.25 days for each calendar month worked not to exceed fifteen (15) per calendar year. Unused sick leave accumulated to the time of termination shall be paid at the rate of one-half (½) for such accumulated time up to two hundred (200) days and full pay for accumulated sick time in excess of two hundred (200) days.

An employee who dies as the direct result of injuries sustained in the course of employment with the City shall receive payment for the full accumulation of sick pay at the time of death.

(b) (1) On and after the execution of this Agreement, employees covered by this plan shall be credited with sick days in accordance with the following formula: seven (7) hours a month, not to exceed eighty-four (84) hours per calendar year, until two hundred ninety four (294) hours have been accumulated, then ten (10) hours per month not to exceed one hundred and twenty (120) hours per year, thereafter; provided however, that if the employee's accumulation drops below two hundred ninety four (294) hours or fifty percent (50%) of their total potential accumulation, which ever is greater, inclusive of sick pay used and converted, then the accrual will revert to seven (7) hours per month until the applicable threshold is regained unless the employee has suffered a catastrophic illness or injury which causes the employee's accumulation to drop below this level. Such hours shall continue to accumulate at such rate without any maximum limitation.

(2) Sick leave hours not used by the end of the year may either be turned in for payment of a percentage of salary as indicated below or carried over until retirement or separation.

The maximum number of sick hours allowed for year-end payment will be forty (40). Employees using twenty (20) hours or fewer of sick leave in the preceding calendar year shall be entitled to a conversion to pay at fifty percent (50%). Employees using more than twenty (20) but forty (40) or fewer hours shall be entitled to a conversion at thirty-three percent (33%). Employees with fewer two hundred ninety four (294) hours of accrued sick time or who have used more than forty (40) hours in the preceding calendar year shall not be eligible for this conversion privilege. The employee's accrued sick leave shall be reduced by the number of hours converted to cash.

(3) Provided the conditions of Article 10, Section 1, Termination and Severance Pay, have been met, unused sick leave accrued under the Plan will be paid as follows at the employee's regular rate at the time of termination: thirty-three percent (33%) of salary for the first four hundred and eighty (480) hours and fifty percent (50%) of salary for the next four hundred and eighty (480) hours for a maximum of nine hundred and sixty (960) hours.

(4) An employee who dies as the direct result of injuries sustained in the course of employment with the City shall receive payment of the full accumulation of sick pay at the time of death.

Section 2. Sick Pay Usage

(a) Sick pay is pay to the employee for the necessary absence from duty on a regularly scheduled work day because of illness, injury or exposure to contagious disease suffered by the employee not in the course of their employment, or illness in the employee's immediate family that necessitates the employee's absence from work or would result in serious hardship to the employee's family. Attendance to the immediate family member at the hospital while undergoing serious medical attention shall be included under this provision.

(b) Sick pay shall not be made for illness or injury incurred as a result of outside employment or as a result of any action within the control of the employee such as intentional self-inflected wounds, use of drugs or alcoholic beverages (except for the treatment of abuse); nor for injuries sustained while committing a felony or other similar action.

(c) For the purpose of this section, the immediate family shall include only the employee's father, mother, sister, brother, spouse or child. Where a special relationship exists between the employee and any other person for whom the employee would not normally be granted sick pay, said sick pay will be granted upon pre-authorization of this relationship by the Clerk. An affidavit stating the existing relationship and certifying that

person resides at the employee's household and is dependent on the employee for their well being must be approved by the Clerk prior to the authorization of any sick pay.

(d) The family illness provision shall be limited to that period of time (normally not to exceed five (5) work days) that the employee must be absent to serve as the primary care giver or to secure other arrangements for the care of the member of the employee's immediate family. Usage of "Sick Family" of over three (3) consecutive workdays shall require a "Statement of Attending Physician".

(e) When "Sick Personal" or "Sick Family" usage either extends, or is expected to extend, beyond three (3) consecutive work days, the employee shall immediately submit the required Statement of Attending Physician specifying the employee's anticipated return to work date and shall also call and notify the office of that date. If the employee is unable to return on the date, an additional Statement of Attending Physician must be submitted and the employee must again notify the office immediately upon learning of a new return date.

Section 3. Reporting - Proof of Illness

(a) The employee while absent on sick pay must notify the office under current practices. When claiming sick days an employee must remain at home caring for their illness or that of their sick family member unless away receiving medical attention such as in a hospital, at a doctor's office or at a pharmacy, and be able to document the absence from home. An employee who is recuperating from surgery or some other major medical condition who is advised by their physician that a change of location would hasten their recovery, may do so with the approval of the Clerk. An employee who is recuperating from surgery or other medical condition and who has not been released to work by a physician within ten (10) work days does not have to remain at home provided that their physician's statement indicates that remaining home is not necessary to their full and fast recovery. The employee then shall be allowed under these conditions to continue to receive sick pay benefits.

(b) When an employee has used five (5) days or forty (40) hours of sick time in a calendar year that is not FMLA-approved, or is not otherwise documented as specified below, then the employee shall be notified that use of more than six (6) days or forty-eight (48) hours of non-FMLA or undocumented sick time that year may be cause for discipline. When the employee's sick time usage that is neither FMLA-approved nor otherwise documented exceeds six (6) days or forty- eight (48) hours, the employee may be subject to discipline for that usage and for each additional non- FMLA approved or otherwise undocumented sick time that calendar year.

"Documented sick time" for purposes of this paragraph and paragraph (c) shall be restricted to notes or other documentation from a medical practitioner's office

(physician, nurse practitioner, nurse, dentist, chiropractor, physical therapist) and school officials/school nurses on medical or school stationery.

(c) An employee who goes home sick after reporting for work shall receive written notification for the third occurrence in a calendar year that has not been documented in accordance with paragraph (b) above. The written notification shall instruct the employee that the same conduct in the future will result in the employee being required to submit appropriate documentation concerning the reasons for leaving early for the remainder of the calendar year. This provision shall not be applicable when the employee has a pre-approved doctor's or dentist's appointment. Nor shall it apply where an employee is authorized to report to work for a partial work day, either before or during that day, when the employee would otherwise take the entire day as sick leave. Authorization to report to work under this provision will be requested by direct verbal communication between the employee and the employer or its designee, and confirmed as soon as practicable in writing.

Failure to provide a "Statement of Attending Physician" or documentation when required by this agreement may subject the employee to disciplinary action.

(d) When the use of sick days extends beyond three (3) consecutive workdays, the employee shall furnish the Clerk with a "Statement of Attending Physician" in accordance with Division Policies and Procedures, and the provisions above.

(e) Any absence from duty as the result of a claimed illness or injury may be investigated during the employee's normal working hours by an authorized Clerk representative.

(f) Any employee found guilty of abusing sick pay benefits provisions set forth herein or whose reasons for absence are falsified shall be subject to appropriate disciplinary action.

Section 4. Sick Pay Extension

In the event of the extended illness of an employee and after having exhausted all accumulated sick days, bonus days and vacation days, then a request may be made to the Clerk for extended sick pay benefits. The employee's prior work record with regard to usage of sick days and the employee's seniority will be taken into account in determining the eligibility of the employee for such extension. In the event the request is not granted, the employee and the Union shall be notified of such action. In the event a sick and accident insurance benefit mutually agreeable is secured, then this benefit shall be discontinued.

Section 5. Excessive Absenteeism

(a) Employees of the Clerk of Court are engaged in the performance and delivery of vital services to our community. In order to ensure the efficient delivery of these services, good attendance on the part of the Clerk's employees is necessary. Moreover, recurring and excessive absenteeism is disruptive to the Clerk's operations, costly to the Clerk's office, and detrimental to the morale and efforts of employees who maintain a good work record. Therefore, it is the intent of the parties: (1) to work toward programs and understandings that will reduce absenteeism; (2) to encourage and recognize good attendance on the part of employees; and (3) to cooperate in correcting excessive absenteeism on the part of employees.

(b) This provision in no way detracts from the Clerk's right to investigate illnesses or to bring charges against any employee for abuse of sick leave or for single instances of unexcused absence.

Section 6. Bonus Days

A regular full-time employee of the Clerk shall be given bonus days provided the employee has earned sick pay benefits in the previous year, in accordance with the table set forth below:

Months Worked	Sick Days Taken										
	0	1	2	3	4	5	6	7	8	9	10
12	5	5	5	4 ½	4	3 ½	3	2	1	½	0
11	4 ½	4 ½	4 ½	4	3 ½	3	2 ½	1 ½	½	0	
10	4	4	4	3 ½	3	2 ½	2	1	0		
9	3 ½	3 ½	3 ½	3	2 ½	2	1 ½	½	0		
8	3	3	3	2 ½	2	1 ½	1	0			
7	2 ½	2 ½	2 ½	2	1 ½	1	½	0			
6	2	2	2	1 ½	1	½	0				
5	1 ½	1 ½	1 ½	1	½	0					
4	1	1	1	½	0						
3	½	½	½	0							

ARTICLE 10. TERMINATION AND SEVERANCE PAY, BEREAVEMENT PAY, JURY DUTY AND INJURY PAY

Section 1. Termination and Severance Pay

Employees who terminate their employment with the Clerk's Office for any reason shall have their termination pay computed in the following manner.

(a) They shall be compensated for any earned vacation and bonus vacation, including any vacation carried over from the previous year, plus vacation earned the year in which the employee terminated based upon the number of full months worked that year.

(b) In addition to the above, the employee shall be paid for any holidays worked for which they have not been compensated either in the form of pay or time off.

(c) An employee entitled to longevity pay shall also be paid longevity computed on a prorated basis for those number of months worked that year.

(d) In addition to the amount set forth in a, b and c above, employees who retire, or die while in the employment of the Clerk, or who separate in good standing from employment after twenty-one (21) years of service shall also receive severance pay for unused sick time in accordance with the provisions of Article 9, Section 1, Accumulation of Sick Days.

In the event the employee has died as the direct result of injuries sustained in the course of employment with the Clerk's Office, his or her estate shall be paid full accumulated sick time at the time of termination.

Section 2. Bereavement Pay

(1) Immediate Family

(a) A regular full time employee shall be granted three (3) days of funeral pay to arrange and/or attend the funeral of a member of the employee's immediate family. For the purpose of this section an employee's immediate family shall include father, mother, brother, sister, spouse, child, step-child, mother-in-law, father-in-law, daughter-in-law, son-in-law, stepmother, stepfather, grandmother, grandfather, grandchild and any other relative residing in the household of the employee.
In the event the third day of such period of mourning falls on Saturday, Sunday or a recognized holiday, the employee shall be allowed the first scheduled workday thereafter. Should a death or burial in the immediate family occur in a city located more than one hundred fifty (150) miles from Toledo, an additional two sick days for travel

shall be granted and paid.

(b) In the event of the death of the employee's father, mother, brother, sister, spouse or child, the employee, upon giving notice, shall have the right to take up to an additional three (3) days of sick pay. Such additional time shall be charged to the employee's accumulated sick days.

(c) An employee may take one (1) or two (2) days to attend the funeral and reserve a day to attend to legal matters made necessary by the death, but such time provided herein shall be taken within one (1) week after the date of burial. This benefit shall also be extended when the relative is a veteran being returned for burial.

(2) Other Family

(a) One (1) day of funeral pay shall be granted to attend the funeral of an employee's foster mother, foster father, spouse's grandparent, aunt, uncle, first cousin, niece, nephew, sister-in-law, brother-in-law, if such funeral occurs on a regular workday and if such employee was scheduled to work that day.

(b) The wife or husband of an employee's spouse's sibling shall not be considered to be a sister-in-law or brother-in-law of employee.

(c) Employee shall not be entitled to funeral pay to attend the funeral of a spouse's aunt, uncle, cousin, niece or nephew. Employee shall be entitled to funeral pay to attend the funeral of a spouse's grandparent.

(d) Where a special filial relationship exists between the employee and any relative for whom the employee would normally be granted the above one (1) day funeral pay, three (3) days of funeral pay will be granted upon furnishing an affidavit to the Clerk setting forth the facts as to the special relationship.

(3) General Provisions

(a) Relationships within this policy which came into existence solely on account of marriage of an employee shall be considered dissolved on the same day said marriage is dissolved by law or death.

(b) An employee shall be granted funeral pay only after the employee furnished evidence of the death of a person with whom the employee had a qualifying relationship.

Section 3. Jury Duty

An employee who is required to serve on any court of record shall be paid his/her regular rate of pay for such days when that employee would normally work. Consideration will be made for employees who work the night shifts.

Since serving jury duty is considered to be a civic duty, the Clerk of Court will not compensate employees who serve on their days off.

Section 4. Injury Pay Program

(a) Employees injured in the course of and arising out of their employment under such circumstances as would cause such injury or disability to be compensable under the Worker's Compensation Laws of the State of Ohio will be eligible to participate in the City's Injury Pay Program.

1. Employees sustaining a work related injury that requires medical attention at a medical treatment facility (i.e., sprains, simple fractures, etc.) will be transported to and treated by a Program Physician or medical facility. The Program Physician and Program Medical Facility to be used will be those designated by the City's Health and Safety Committee. The Program Physician, along with rendering a diagnosis and prognosis, will determine if the employee is capable of returning to regular duties, whether a transitional work assignment is appropriate, and the necessary rehabilitation plan to be followed; this plan will include the duration of any transitional work assignment not to exceed thirty (30) calendar days and indicate any physical therapy the injured employee may require. The Program Physician(s) may require follow-up medical evaluations.

2. Employees sustaining work related emergency/trauma injury (i.e., life threatening, severe body injury) may be treated at any medical treatment facility to which emergency personnel transport them. The employee will subsequently be examined by the Program Physician. The designated Program Physician will determine if the employee is capable of returning to regular duties or if a transitional work assignment is appropriate and the necessary rehabilitation plan to be followed; this opinion will include the duration of any transitional work assignment not to exceed thirty (30) calendar days and indicate any physical therapy the injured employee may require. The Program Physician(s) may require follow-up medical evaluations.

3 (a) An employee may, after initial evaluation by the Program Physician, elect to continue treatment with their personal physician provided the Program Physician's recommendations are followed. The employee will sign any necessary waivers to allow their personal physicians to release information to the Program Physician. The

employee's personal physician will be the physician of record for Worker's Compensation purposes.

(b) Upon the Program Physician's determination that an injury requires the employee to be off work, wherein the employee reports said injury within twenty-four (24) hours of the incident of illness or injury, paid leave shall be granted by the Clerk for up to sixty (60) days; provided, however, that the employee must use sick pay until his or her worker's compensation claim is allowed. The sick pay used will then be re-credited to the employee.

Should such disability exceed (60) calendar days, the Clerk, on application therefore and proof of continued disability, may extend the period during which such person is carried on the regular payroll. The length of such extended period or periods shall not exceed two (2) years.

Injury pay extension requests, accompanied by a "STATEMENT OF ATTENDING PHYSICIAN" setting forth the illness or injury and the need for additional time, must be presented to the Clerk no later than one (1) week after the expiration of the original sixty (60) day disability period. If the above requirements are not fulfilled, the request for injury pay extension may not be considered.

(c) Workers' Compensation: At the expiration of the injury leave granted, if the employee is still unable to return to work, the employee may elect in writing to use accumulated sick and other accrued time. If the employee is still unable to return to work, payment of normal wages will be stopped and the Industrial Commission will be requested to begin weekly payment under the provisions of the Workers' Compensation Act.

(d) If the opinion of the employee's treating physician conflicts with that of the Program Physician and such opinion is presented to the Clerk in seven (7) calendar days of the Program Physician's evaluation, and if the physicians cannot agree after consultation, the employee will be referred for a third opinion. The third opinion will be sought from an occupational health specialist on the panel established by the City's Health and Safety Committee. The third opinion shall be determinative of the employee's injury pay status under the contract and shall not be subject to further appeal or review. If the third opinion is consistent with the Program Physician's plan and the employee fails to abide by the rehabilitation plan, or if the employee enters and later drops out of the plan, then the Clerk can recoup injury pay advanced from the employee's sick time accumulation. If the employee does not have a sufficient sick time balance, the Clerk shall recoup the injury pay by reducing future sick leave earnings by one-half (½) until the injury pay is fully recouped.

(e) Employees who sustain injuries in the course of and arising out of their

employment under such circumstances as would cause such injury or disability to be compensable under the Worker's Compensation Laws of the State of Ohio who choose not to be evaluated by the Program Physician or who choose not to follow that physician's recommended program and go only to the physician of their choice are not entitled to any paid injury leave benefits contained in this collective bargaining agreement. Notice of intent not to participate in the Injury Program must be given within three (3) workdays of the injury. Any and all work related injury claims will be processed through and conform to the Workers' Compensation Act.

(f) False Claim: The Clerk reserves the right to recoup benefit payments to any employee who is guilty of submitting a false claim, or abuse of the privileges covered in this Section, or working for another employer while on injury leave, and may take disciplinary action.

(g) An employee working in a transitional work assignment will be compensated at their regular rate of pay. Transitional work assignments will be identified and made available solely at the discretion of the Clerk.

(h) If an employee is off on a Worker's Compensation claim, that employee shall use his or her sick time until Worker's Compensation certifies their claim. Upon certification, the sick time taken will be returned to the employee. An employee who is injured at work shall be paid for that day.

In the event that the Bureau of Worker's Compensation should deny any claims not being sustained in the course of and arising out of employment or related to an old injury, disability pay charged to injury days will be charged to sick days.

Employees who receive sick time wages during absences covered by Workers' Compensation shall refund to the office the amount of money received from the state under the Ohio Worker's Compensation Law.

(i) Injury Pay: A representative of the Union shall be entitled to participate in the City's Health and Safety Commission on the same bases as representatives from other City bargaining units; provided, however, that attendance at meetings shall be limited to those when the agenda includes items directly affecting employees of the Clerk of Court office.

ARTICLE 11. LEAVES OF ABSENCE

Section 1. Leaves Without Pay

(a) 1-30 Days -An employee may request a leave of absence of up to thirty (30) days without pay by making the request in written form to the Clerk. An employee who is granted such a request will retain his or her medical benefits for the duration of the leave of absence. The employee will return to his or her original position upon returning from such a leave of absence.

(b) Leave of Absence Beyond 30 Days - An employee may request, in writing, a leave of absence longer than thirty (30) days. The written request should be made in triplicate to the Clerk of Court.

When a leave of absence of more than thirty (30) days is granted, the employee may not be entitled to return to the position from which the leave was granted, but may be placed in the first open position in a similar area. The employee's pay rate will be at the same level as before the leave was granted.

An employee shall not be granted medical benefits for any leave of absence beyond thirty (30) days. The employee is then able to extend his or her benefits through COBRA.

In no case will a leave of absence be granted for a period longer than one (1) year, except as provided elsewhere in this Agreement.

~~(c) Medical Leave - Use of Accrued Time - In the case of a medical leave of absence, not otherwise covered under FMLA, the employee must first use all available sick and vacation time.~~

~~(d) Maternity Leave of Absence - In case of a maternity leave, not otherwise covered by FMLA, for either parent, all available sick and vacation time shall be used first. A leave without pay may then be granted contingent upon receipt by the Clerk of Court of a physician's verification.~~

~~(e)~~(c) FMLA - It is the express intent that this Agreement shall not be applied in such a manner as to cause or constitute a violation of any law or a reduction in benefits provided therein, specifically including PL 103-3 known as the Family and Medical Leave Act of 1993; provided however, that any remedy for violation of this act shall be as set forth in the Act.

When an employee is off under FMLA, their sick, bonus and discretionary days off will run concurrently with their unpaid leave. The employee is not required to use

their vacation days prior to or during their FMLA leave. The 12 weeks an employee can be off under FMLA will be a fixed calendar year from January 1st to December 31st.

Section 2. Military Leave

All leaves of absence **for military duty** will be in accordance with the **Clerk's Military Leave Policy.** ~~rules and regulations of the Ohio Department of State Personnel.~~ Under no circumstances shall an employee lose seniority rights as a result of military service, providing she/he requests re-employment within ninety (90) days following his/her discharge from the Armed Forces.

Section 3. Sick/Vacation Seniority Credits

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

Section 4. Abuse of Leave

If leave of absence is granted for a specific purpose, and it is found that the leave is not actually being used for such purpose, the Clerk may cancel the leave and direct the employee to report to work by giving written notice to the employee. Written notice shall be sent to the employee at the address on file with the Clerk's office. Disciplinary action, up to and including removal or dismissal, may also be taken against the employee.

Section 5. Finality of Determination

The determination of the Clerk on leave applications shall be final.

ARTICLE 12. EMPLOYEE DISCIPLINE

Section 1. Disciplinary Procedures

(a) The Clerk's Office will discipline for just cause, will utilize progressive disciplinary measures and may, depending on the seriousness of the offense, skip or repeat steps in disciplinary procedures. Normally, progressive discipline shall consist of:

1. a verbal warning
2. a written warning
3. a suspension or vacation reduction of not more than ten (10) work days
4. a second suspension or vacation reduction of not more than twenty (20) work days
5. termination.

Disciplinary action shall be taken by the employee's supervisor, or when deemed necessary, directly by a Chief Deputy or by the Clerk and the Union will be notified.

(b) An employee may be immediately discharged or face other disciplinary measures for "major infractions". Major infractions shall include, but not be limited to the following:

1. Possession, carrying, or being under the influence of intoxicating beverages or narcotics.

2. Stealing or attempting to steal property from any individual at work, or stealing or attempting to steal property from the clerk's office.

3. Bodily assault upon any person, or fighting.

4. Immoral or indecent conduct, incompetency, inefficiency and dishonesty.

5. Possession of firearms or any dangerous weapons (or explosives).

6. Threatening, intimidating, coercing, or interfering with other employees.

7. Insubordination to supervisor, refusal to perform supervisor's assignments or directing abusive or threatening language at any supervisor or representative of the Clerk.

8. Disclosing business information of a confidential nature to

unauthorized persons, or disclosing any information without appropriate authorization.

9. Falsification of employment application, time cards, or other Clerk's office records.

10. Unauthorized use of a computer, L.E.A.D.S., computer information, or office equipment.

11. Willful punching of the time slip of another employee, permitting someone else to punch your time slip, or tampering with time slips or clock; failure to punch slip as appropriate.

12. Fraud committed by knowingly accepting pay for operations not performed or time not worked.

13. Defacing property of the Clerk's office.

14. Conviction of a felony.

15. Sleeping during work hours.

16. Participating in an unauthorized work stoppage or slowdown, or interfering with production.

17. Abusive treatment of the public.

(c) Hearing Procedures for Discipline Involving More Than a Warning.

When disciplinary action is taken involving more than a warning, specific charges shall be reduced to writing and given to the employee and the Union. The Union's copy may either be given to the Union President or local steward, or sent by regular U.S. Mail or via facsimile (fax) transmission to the Union staff representative.

A hearing shall be conducted by the Clerk or her/his designee on the scheduled day of the next Labor-Management meeting, unless due to the absence of one of the parties the hearing cannot be scheduled, or by mutual agreement of the parties the hearing is extended. The employee shall be entitled to Union representation at the hearing. The Union has a right to attend all disciplinary hearings. The supervisor who reduced the specific charges to writing, if available, shall be present at the hearing.

The employee shall be presumed to be innocent and the burden shall be on the employer to show fault by the evidence presented at the hearing. The employee or

his/her representative shall have the right to confront and question the accuser, the right to call and examine witnesses in the employee's behalf, the right to have all pertinent records made available, and the right to file a written answer to the charges. If such written answer is filed, the Clerk must receive it within five (5) workdays following delivery of the charges.

The Clerk or his/her designee shall hear only the evidence in support of the charges and only the evidence in defense of the charges and shall endeavor to ascertain the truth of the charges. The Clerk shall make a decision on the case within ten (10) workdays following the closing of the hearing. Nothing in this provision prohibits the Clerk from suspending the hearing to allow either or both parties to collect further information and then reconvening at a later date.

The Clerk or his/her designee shall not increase the penalty recommended by the supervisor issuing the discipline.

If the Clerk or her/his designee chooses to impose a penalty of days off, the Clerk may offer the employee the alternative of reducing the employee's accrued vacation days by a part or all of the penalty, rather than suspending the employee.

Section 2. Appeal of Discipline

(a) Verbal and Written Warnings

Warnings issued shall be subject to review by the appropriate Chief Deputy upon written request by the employee. Requests for review must be submitted within five (5) workdays of the date the warning was issued. In the absence of the Chief Deputy, this appeal may be submitted to the Executive Chief Deputy or Human Resource Officer. The employee may appeal Chief Deputy's decision to the Clerk for a final decision. The appeal must be submitted to the Clerk within five (5) workdays of the Chief Deputy's decision. When requested by the Union, a meeting shall be conducted by the Clerk or his/her designee before deciding the matter. The decision of the Clerk shall be final.

(b) Suspensions and Terminations

If it is the decision of the Union to appeal the decision of the Clerk, the Union shall notify the Clerk in writing within ten (10) workdays after the answer by the Clerk. If either party desires to submit the dispute to mediation, then the party must make contact with the other party within ten (10) workdays. Submission at mediation shall only be by mutual agreement. If mediation is not requested or not agreed upon, the procedure under Section 2 below shall automatically be followed.

1) If mediation is requested and agreed upon, the parties shall contact the Labor-Management- Citizens Committee or the Federal Mediation and Conciliation Service and request the assignment of a mediator within ten (10) workdays thereafter. Representatives of each party shall then meet with the assigned mediator and attempt to resolve the matter.

2) If the Union desires to appeal to arbitration (either directly or after mediation has occurred) then notice of such appeal shall be submitted to the Clerk within ten (10) work days after mediation or the decision by the Clerk.

Upon submission to this step, the Union will, within thirty (30) days, request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The arbitrator shall be selected by an alternate striking method.

The arbitrator shall conduct a hearing within a reasonable time of his/her selection, at a time, date and place mutually agreed to by the parties. The arbitrator shall render a decision within a reasonable time of the conclusion of the hearing, unless the parties agree to an extension. The arbitrator shall not amend, add to or delete any of the provisions of this Agreement. The arbitrator's decision shall be binding.

The arbitrator's fees and expenses shall be split between the parties.

Section 3. Counseling

Counseling will not be considered as a part of the Disciplinary Procedure. When it is necessary to counsel an employee, it will be done in private, if possible, in a manner that will not cause embarrassment to the employee.

Counseling will be removed from an employee's permanent file six (6) months after the counseling if there is no similar infraction in that time period. Further, counselings cannot be used when determining eligibility for transfer for job vacancies.

Section 4. Retention of Records

Verbal warnings shall be cleared from an employee's record after six (6) months provided that no minor or major infractions occur in the interim. ~~and~~ Written ~~reprimands~~ warnings shall be cleared from an employee's record after one (1) year provided that no minor or major infractions occur in the interim.

Employees found guilty of minor infractions and placed in the third step of progressive discipline shall have their record cleared if no minor or major infractions occur within an eighteen (18) month period thereafter.

Employees found guilty of minor infractions and placed in the fourth step or progressive discipline shall have their record cleared if no minor or major infractions occur within a twenty-four (24) month period thereafter.

Employees found guilty of major infraction shall have their record cleared if no minor or major infractions occur within a thirty-six (36) month period thereafter. The employee will be placed at the level of progressive discipline equivalent to the penalty imposed until their record is cleared of the infraction.

If an employee is found guilty of any minor or major infraction while he or she still has an infraction of record under the schedule above, the earlier infraction(s) shall remain of record until the later infraction is cleared. Once an employee's record is cleared, if there is another minor infraction committed, the employee will start at the first step of progressive discipline. Records of cleared discipline infractions may be maintained, but they shall not be used as a basis for denial of any rights provided for under this agreement.

ARTICLE 13. GRIEVANCE PROCEDURE

Section 1. Intent

It is the mutual desire of the Clerk and the Union to provide for the prompt adjustment of grievances in a fair and reasonable manner, with a minimum amount of interruption of work schedules. Every reasonable effort shall be made by both the Clerk and the Union to affect the resolution of grievances at the earliest step possible.

Section 2. Grievance Procedure

(a) The recognized levels of management under the grievance procedure are as follows: the immediate supervisor, the Chief Deputy, and the Clerk.

(b) Definitions. Disputes involving interpretation, application, or enforcement of the terms of this agreement shall constitute a grievance under the provisions set forth herein.

For the purpose of this section, the term "work days" is defined as Monday through Friday, excluding holidays. Appeals and responses at the various steps shall be considered submitted or received on the actual date of receipt, unless sent via U.S. mail in which case the date of posting shall be considered the date of receipt.

(c) Grievance Steps

STEP 1: When a dispute arises from action taken at the immediate supervisor's level, the employee and the responsible steward shall discuss the matter with the responsible supervisor within five (5) work days after the existence of the dispute is known to the employee.

When the dispute is resolved at the immediate supervisor's level, the supervisor and the union steward shall reduce the grievance and answer to writing within five (5) working days. Both the responsible supervisor and union steward shall sign the grievance report.

STEP 2: When the dispute is not settled at the immediate supervisor's level, the union representative shall reduce the grievance to writing and submit it to the Chief Deputy within ten (10) workdays after the answer at the immediate supervisor's level. The Chief Deputy may at her/his option conduct a meeting regarding the grievance. If so, the meeting will be scheduled within ten (10) work days with a decision required in ten (10) work days following the day of the hearing. If no hearing is set, a decision shall be issued within ten (10) workdays of the submission at the second step.

STEP 3: A grievance that is unresolved through steps one and two shall at the instance of the Union be submitted in writing to the Clerk within ten (10) workdays of the decision in Step 2. The Clerk may at her/his option conduct a meeting regarding the grievance. If so, the meeting will be scheduled within ten (10) work days, with a written decision to be issued within ten (10) work days thereafter. If no hearing is set, a decision shall be issued within ten (10) workdays of submission to the third step. The Union may appeal this decision to the next steps of the Grievance Procedure.

STEP 4: If it is the decision of the Union to appeal the decision of the Clerk, the Union shall notify the Clerk in writing within ten (10) workdays after the answer by the Clerk. If either party desires to submit the dispute to mediation, then that party must make contact with the other party within ten (10) workdays. Submission at mediation shall only be by mutual agreement. If mediation is not requested or not agreed upon, the procedure under Step 5 shall automatically be followed.

If mediation is requested and agreed upon, the parties shall contact the Labor-Management-Citizens Committee or the Federal Mediation and Conciliation Service of the need for assignment of a mediator within ten (10) workdays thereafter. Representatives of each party shall then meet with the assigned mediator and attempt to resolve the matter.

STEP 5: If the Union desires to appeal to Step 5 of this procedure after mediation has occurred, then notice of such appeal shall be submitted to the Clerk within fifteen (15) workdays after mediation. Upon submission to this step, the Union will, within thirty (30) days, request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. An alternate striking method shall select the arbitrator.

The arbitrator shall conduct a hearing within a reasonable time of her/his selection, at a time, date and place mutually agreed to by the parties. The arbitrator shall render a decision within a reasonable time of the conclusion of the hearing, unless the parties agree to an extension. The arbitrator shall not amend, add to or delete any of the provisions of this Agreement. The arbitrator's decision shall be binding.

The arbitrator's fees and expenses shall be split between the parties.

(d) General Provisions

A grievance may be initiated or advanced to any step of the grievance procedure by mutual consent of the parties, thereby skipping initial or intermediate steps that would otherwise be required, for purposes of expediting resolution of the grievance. On mutual agreement, any time frames can be extended by a specific number of days.

When a dispute arises from action taken above the immediate supervisor's level, the Union shall reduce the grievance to writing and submit it to the level of management where the dispute occurred. Said dispute must be brought to the attention of the responsible level of management within ten (10) workdays after the date the employee or the Union has gained knowledge that a dispute exists. The above procedure shall then be followed.

The Union has the authority to attempt settlement with the Clerk at any step of the procedure and any settlement reached shall be binding upon all parties.

ARTICLE 14. LABOR-MANAGEMENT MEETINGS

Labor-Management meetings shall be held on the agreed upon scheduled day or upon request to discuss problems and/or matters of mutual concern. Such meetings shall be convened, whenever possible, no later than five (5) days after the request to meet has been made. The Union will be represented by the President and one (1) local steward or officer and a union staff representative. Upon mutual agreement, additional representatives may attend.

ARTICLE 15. NO STRIKE, INTERRUPTIONS OR SLOWDOWNS; NO LOCKOUT

(a) The services performed by Clerk of Court employees included herein are essential to the public safety and welfare. The Union, therefore, agrees there shall be no strike, no interruption of the work for any cause whatsoever, nor any work slowdown or other interference with the delivery of services to the public during the term of this contract. For the purpose of this agreement, a "strike" means, concerted action in failing to report to duty, willful absence from one's position; stoppage of work; slowdown; or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in wages, hours, terms and other conditions of employment.

(b) In the event any employee or group of employees participate in any such strike, walkout, slowdown or work stoppage during the term of this Agreement, the Union agrees, upon being notified by the Clerk, to immediately direct such employees or group of employees to immediately return to their work positions and to cease action which might affect normal Clerk of Court operations. The Union agrees to use its best efforts to see that all employees in the bargaining unit return to their work positions and cease action that might affect normal Clerk of Court operations.

(c) If a strike, walkout, slowdown or work stoppage occurs, and the Union issues the directive to return to work and uses its best efforts to see that all bargaining unit employees cease action which might affect normal Clerk of Court operations, then the Union will not be held liable. Employees who continue to engage in the activity thereafter shall be subject to discipline, up through and including termination, without benefit of the Disciplinary Procedures set forth in Article 12, or recourse to the grievance procedure.

If a strike, walkout, slowdown or work stoppage occurs, and the Union fails to issue the directive to return to work, or fails to use its said best efforts, upon notification by the Clerk of Court then the Union will be held liable.

(d) Except as otherwise provided by the provisions of paragraph (c) above, any employee who engages in a strike, walkout, slowdown, or work stoppage shall be subject to discipline as a major infraction, up through and including termination, in the manner the Clerk of Courts deems appropriate, without benefit of the Disciplinary Procedures set forth at Article 12, herein. Provided, however, the Union may appeal any such discipline involving a suspension or termination imposed under the provisions of this paragraph to Step 4 and 5 of the Grievance Procedure.

(e) The Union Stewards, Alternate Stewards, and officers have no authority to take any action interrupting the Clerk's operation.

(f) The Clerk of Court agrees that so long as the Agreement is in effect, there will be no lockouts on the part of Clerk of Court. For the purpose of this Agreement, a "lockout" means preventing an employee from performing their regularly assigned duties as a means of bringing pressure on the employee or an employee organization to compromise or capitulate to the employer's terms regarding a labor relations dispute.

ARTICLE 16. LAYOFFS AND RECALL

Section 1. Layoff Procedure

(a) When the Clerk determines that layoffs are necessary, the Clerk shall determine which positions will be eliminated. However, temporary positions shall be eliminated before the layoff of any probationary or permanent employees.

(b) Probationary employees shall be laid off before permanent employees using reverse Clerk's Office seniority. Probationary part-time employees shall be laid off before full-time probationary employees. Permanent part-time employees shall be laid off before full-time permanent employees, using reverse Clerk's Office seniority.

(c) Employees whose positions are eliminated, and employees who are displaced by other employees by the layoff process, shall have the right to displace other bargaining unit employees having less Clerk's Office seniority in accordance with the following provisions:

(1) Employees must accept placement in funded vacant positions for which they qualify before displacing other employees, except part-time employees may displace other less senior part-time employees rather than accepting placement in a vacant full-time position;

(2) Employees must displace the least senior bargaining unit employee for whose position they qualify.

(3) Employees displaced with greater Clerk's Office seniority than remaining bargaining unit employees may displace the least senior employee for whose position they qualify.

(4) Employees whose positions are eliminated or who are displaced shall exercise their displacement rights in order of their Clerk's Office seniority, most to least.

(d) To qualify for another bargaining unit position, an employee must have previously been assigned in that or a like position, or must have previously been trained to perform the tasks of that position and have the ability to perform those tasks. If the employee has not previously performed in the position, then the employee shall serve a thirty (30) work day demonstration period. If the employee performance is unsatisfactory during the demonstration period, then the employee will re-exercise their displacement rights on a prospective basis.

(e) Notwithstanding the above procedure, any employee whose position is

eliminated or who is displaced by a more senior employee shall have the right to accept the layoff without repercussion.

(f) The Clerk will notify the Union thirty (30) calendar days prior to the effective date of layoffs that the elimination of positions has become necessary.

Section 2. Recall Procedure

Laid off employees shall be placed by order of Clerk's Office seniority on a recall list for a period of thirty-six (36) months. Before any vacancies are permanently filled, employees will be recalled off of the list by seniority. Recall may be made by telephone contact with the employee or by certified U.S. mail. The employee must act on the recall offer within three (3) calendar days of its receipt. Any employee who refuses recall, or fails to accept recall within this time, shall be considered to have lost his or her seniority.

ARTICLE 17. TRANSFERS

Section 1. Posting and Application

When a permanent vacancy arises that the Clerk desires to fill, a notice of the vacancy will be posted for a period of five (5) workdays. Included with the notice will be a description of the position and any minimum qualifications that an applicant for the position must possess, and the actual work hours of the position. Any Deputy Clerk who has successfully completed the probationary period may submit an application for the posted position during the posting period using the transfer request form.

Section 2. Interviews

The four most senior applicants who meet the minimum requirements will be interviewed. If three (3) or fewer apply, all candidates who meet the minimum qualifications will be offered an interview. The interview shall follow a standard questioning format. Questions shall be job-related and will focus on the knowledge, skills, and abilities needed for the position.

Section 3. Selection

Qualifications, competence, and seniority shall be given fair consideration in selecting Deputy Clerks for vacancies. If all other factors are equal, seniority shall control. A qualified applicant who is more senior than an applicant selected for a position may request a review of the selection by the Clerk. Such request must be made within three (3) workdays of when the selection is made. The determinations by the Clerk as to who meets with the requirements and who is selected, shall be final.

Within three (3) business days of being notified of a vacancy, the job vacancy will be posted for five (5) business days. Interviews will be completed within five (5) business days after the job posting is removed. To ensure continuous coverage of the position, a floater may be used to fill the vacancy until a permanent selection is made. Upon mutual agreement, the time to complete the interviews may be extended.

Section 4. Transfer for the Good of the Service

After consultation with the Union President and the employee(s) who are to be transferred, the Clerk may fill a vacancy without following the foregoing steps where it is necessary for the good of the service.

Section 5. Transfer Probationary Period

Employees who transfer shall serve a probationary period in the new position for a period of ninety (90) calendar days. If they are returned to their old position during that period, the employee placed in that position may be displaced to her/his old position.

Section 6. Temporary Transfers

Temporary transfers to fill permanent vacancies shall be limited to a period not to exceed one hundred twenty (120) calendar days unless otherwise agreed by the Union. The Clerk shall ask for volunteers first; and the most senior volunteer shall be selected. If there are no volunteers, the Clerk shall select the person with the least seniority to fill the vacancy. If after one hundred and twenty (120) days, the position is not filled, or there is still a need for the temporary transfer, then the same method will be used to fill the position.

ARTICLE 18. HOSPITALIZATION-PRESCRIPTIVE DRUG-VISION CARE- DENTAL INSURANCE

Section 1. General Provisions

The Clerk shall continue to provide, through the City **of Toledo**, hospital, medical, surgical, major medical, outpatient diagnostic laboratory services, prescription drug, vision care, dental care and benefits under the terms and conditions set forth below **or as otherwise determined by the City**.

(a) Coverage shall be provided to each employee, each employee's spouse and all unmarried dependent members of the employee's family to age twenty-three (23) **or other age as determined by applicable state or Federal law**. Spouses who are both ~~employed by the City~~ **covered under this plan** must jointly elect only one coverage. A new election may occur after an open enrollment due to circumstances such as layoff or other separation of one of the spouses, death, or divorce. Where spouses who are both employed have dependents from prior marriages for whose hospitalization coverage they are responsible they shall be exempt from this joint election requirement.

Where the spouse of a ~~City~~ **Clerk** employee has health care coverage through a different employer, the spouse must enroll in his/her employer's plan. Dependents shall be covered as provided by the "Birthday Rule". Coordination of benefits shall be provided so that coverage is extended to the spouse and dependents that is not provided by the other employer's plan. In cases of demonstrated hardship due to excessive co-premiums (i.e., forty percent (40%) co-premiums or premium payments equaling thirty percent (30%) or more earnings), special consideration will occur.

(b) Coverage for this purpose shall be furnished through the insurance carrier(s) selected exclusively by the City on a fair fee basis until such time as some other insurer may be selected or the City determines that it would be in its best interest to self insure these benefits.

~~(c) Coverage shall be provided at the levels existing as of June 30, 1995 except as set forth in Sections 2 and 3 herein.~~

Section 2. Cost Containment Procedures

The following health care cost containment procedures shall be effective for all employees:

(a) Mandatory second surgical opinions, pre-admission notification or certification, emergency care limitations, post-admission concurrent review, outpatient

surgery, continued treatment and technological review, medical case management, planned discharge, and other procedures as may be established under the medical review programs established by the City shall be followed. Failure to follow the procedures shall result in only eighty percent (80%) coverage for necessary care.

(b) Full-time employees covered by another health care program due to marriage or other reasons may waive their City of Toledo coverage and receive twenty-five thousand dollars ($25,000.00) in life insurance coverage. This shall also be extended to those employees whose spouses are also employed by **the Clerk or** the City.

(c) Coverage for nervous and mental, ~~drug and alcoholism~~ treatment is limited as follows: ~~to a maximum of fifty thousand dollars ($50,000.00) lifetime benefits for all inpatient and outpatient care.~~ Inpatient care shall be maintained at a maximum of thirty-one (31) days per calendar year. **Outpatient coverage shall be expanded to a maximum of twenty-two (22) visits per year at fifty percent (50%) co-insurance.**

Coverage for drug and alcoholism treatment is limited as follows: Inpatient care shall be maintained at a maximum of thirty-one (31) days per calendar year. Coverage is limited to a maximum of twenty-five thousand dollars ($25,000.00) lifetime benefits for all inpatient and outpatient care. Inpatient coverage shall be at one hundred percent (100%) for an individual's first admission, seventy-five percent (75%) for a second admission, and fifty percent (50%) for a third admission for drug and alcohol treatment. No coverage shall be provided beyond three (3) admissions per lifetime or thirty-one (31) days per calendar year. Outpatient coverage shall be expanded to a maximum of two thousand five hundred dollars ($2,500.00) per calendar year at fifty percent (50%) co-insurance. Employees using drug and alcoholism treatment benefits must use the City's employee assistance program. The agency selected by the City for managing health care must be used by employees to certify coverage for drug and alcoholism treatment for themselves or their dependents.

Section 3. Cost Sharing Plan and Cost Coverage Restrictions

The following cost sharing plan and cost coverage restrictions shall be effective for all employees:

(a) There shall be a five hundred dollar ($500.00) annual per person maximum on chiropractic care and a one thousand three hundred dollar ($1,300.00) annual per person maximum on physical therapy, both subject to the major medical deductible ($100/individual) and co-insurance (80%/20%).

(b) Major medical benefits shall be paid to a lifetime maximum of one million dollars ($1,000,000.00) per person; provided that coverage for nervous and mental, drug and alcoholism treatment is limited per Section 2, paragraph C.

~~(c)~~ There shall be a ~~sixty five dollar ($65.00)~~ **one hundred dollar ($100.00)** co-pay for all emergency room visits, which shall be waived if the individual is admitted or if the visit is between the hours of 8:00 p.m. and 9:00 a.m., or on a Saturday after 12:00 Noon, or on a Sunday.

(d) There shall be a monthly co-premium payment amount for each employee. Employees will pay $25.00, $40.00 or $55.00 per month depending on the level of coverage selected. Coverage selections include the following: Single coverage (employee only) will be $25.00 per month; Single plus one (1) coverage (employee plus spouse or one (1) dependent) will be $40.00 per month; or Family coverage (employee plus two or more dependents) will be $55.00 per month.

As a condition of continued coverage under the terms of this section, covered employees shall, beginning the first full pay period in July, 2013, be responsible for premium payments in accordance with the following schedule: Single employees receiving coverage under this section shall pay a monthly premium of forty-eight dollars ($48) per month; a single employee with one (1) dependent (e.g., "single + 1" coverage) shall pay a monthly premium of eighty dollars ($80) per month; an employee with more than one dependent (e.g., family coverage) shall pay a monthly premium of ninety-two dollars ($92) per month. Any employee eligible to receive coverage may waive such coverage.

Effective the first full pay period in July, 2014 the monthly premiums will be increased as follows:
Single employees receiving coverage under this section shall pay a monthly premium of seventy-one dollars ($71) per month; a single employee with one (1) dependent shall pay a monthly premium of one hundred twenty dollars ($120) per month; an employee with more than one dependent (e.g., family coverage) shall pay a monthly premium of one hundred twenty-nine dollars ($129) per month.

Effective the first full pay period in July, 2015 the monthly premiums will be increased as follows:
Single employees receiving coverage under this section shall pay a monthly premium of ninety-four dollars ($94) per month; a single employee with one (1) dependent shall pay a monthly premium of one hundred sixty dollars ($160) per month; an employee with more than one dependent (e.g., family coverage) shall pay a monthly premium of one hundred sixty six dollars ($166) per month.

The co-premium payments will be made by payroll deduction on a pre-tax basis. Part

time employees' premiums will be pro-rated ~~the same as the AFSCME LOCAL 7 unit. The co-premium payments will be made by payroll deduction on a pre tax basis.~~ Spouses who are both employed by the **Clerk or the** City of Toledo will only pay one co-premium payment based on the level of coverage selected. The "Birthday Rule" and the spousal exclusion language in ~~Article~~ **Section** (1) (a) continue to apply to coverage options.

Section 4. Consortium Plan

All employees shall be enrolled in the Consortium Plan. Consortium Plan coverage and benefits shall be at the Traditional Plan levels **except as otherwise provided herein or in the Plan Document.** ~~as of the date of its discontinuance.~~ Consortium Plan Medical Providers shall be restricted to those hospitals, physicians, and other care providers designated in the plan as developed by the City in conjunction with the Cost Containment Committee. However, the schedule of benefits shall not be diminished. There shall no longer be a Traditional Plan or HMO Plan option.

Section 5. Well Baby Care, Pap Tests, Office Visits

Coverage for well baby care, pap tests, and office visits shall be offered to all employees enrolled under conventional coverage as follows:

(a) Well baby care limited to routine examinations and immunizations for an infant until the infant's first birthday;

(b) Pap tests as well as office fee will be paid in full once every twelve (12) months;

(c) Office visits for routine services for routine wellness services and treatment of illness or injury rendered in the physician's office, including physical examinations and family planning shall be subject to a ten dollar ($10.00) co-payment, which shall be counted toward the individual's major medical deductible;

Fees that the physician charges for the services under paragraph a, b, and c shall be paid on the same basis as other covered services (e.g., usual, customary, and reasonable): payment of one hundred percent (100%) will be made for the first three hundred dollars ($300.00) per single contract or six hundred dollars ($600.00) per family per calendar year collectively for well baby care and office visits.

Section 6. Major Dental Program

The City shall continue to provide a major dental program that provides the following:

Type A Services:	Preventative 100%
Type B Services:	Major and minor restorative 80%
Type C Services:	Orthodontia 60%

Deductible for Type B Services: $50.00 per person per year; maximum payment of $1,000.00 per year.

Maximum lifetime benefit for Type C Services for any covered person $1,000.00. Coverage limited to dependent children under age 19.

This program shall continue in effect for the duration of this agreement.

Section 7. Prescriptive Drug Purchase Program

The City shall provide a three-tier closed formulary prescriptive drug purchase program: a six dollar ($6.00) co-payment for tier 1 drugs (generics); a fifteen dollar ($15.00) co-payment for tier 2 drugs (preferred brand name drugs); and a thirty dollar ($30.00) co-payment for tier 3 (non-preferred brand name drugs). This program will include a generic drug substitution option. The city shall select the provider for the formulary drug program, who shall group drugs according to determinations made by therapeutic committee, as it deems necessary. The City may select an alternative carrier at its option.

The City may implement managed care for the prescriptive drug program. This would allow for an elevation of the interaction of an individual's different prescriptions on a voluntary basis. Recommendations could then be made to the individual and his/her physician for more effective drug therapy.

Section 8. Dental and Prescriptive Drug Coverage

The coverage herein for dental and prescription drug shall be under either an individual or family contract as may be appropriate. The selection of the insurance carrier to provide the coverage herein is the exclusive right of the City.

Section 9. Vision Care Plan

The **Clerk, through the City of Toledo**, shall provide a vision care plan, which will contain a deductible plan. The City may select a carrier or become a self-insurer, as it deems necessary.

ARTICLE 19. MISCELLANEOUS PROVISIONS

Section 1. Mileage and Travel

When it is required by the Clerk that an employee use his/her own vehicle for office business, such employee will be reimbursed at the current amount per mile presently in effect set by the City. The employee must keep an accurate record of the mileage driven, using the designated form, and submit it within forty-eight (48) hours of the travel.

Section 2. Payday

Employees shall be paid bi-weekly, every other Thursday. The pay period shall be for hours worked within a 14-calendar day period beginning on Friday and ending on Thursday.

In the event that a holiday falls on a payday, the employees shall receive their paychecks on the day prior to the holiday.

In the event changes in the City's payroll system necessitate a change in any of the distribution or cut-off times, the change may be made subject to advance notification to the Union.

Section 3. Resignation

Any employee who wishes to leave the Clerk's service in good standing shall sign and submit a written resignation to the Clerk at least two (2) weeks in advance of the date the employee wishes the resignation to be effective.

Employees planning to retire should provide notice of their anticipated approximate retirement date the year before the retirement is planned, if possible.

Section 4. Other Employment Compatibility

No employee of the clerk shall accept outside employment that is adverse to or in conflict with the employee's municipal employment. Before accepting outside employment, the employee shall notify the Clerk using the designated form. In the event said employee is injured while engaged in outside employment, the employee shall not be entitled to any sick leave benefits which have been accumulated by virtue of their employment by the Clerk.

Section 5. Part-Time Employee Benefits

The following benefits shall be made available to all permanent part-time employees on a pro-rated basis based on actual hours worked the preceding calendar year.

Sick Time
Vacation

For the purpose of clarity, sick and vacation time shall be calculated in hours. Vacation time will be calculated based on seniority and hours worked. For example, if an employee works 30 hours per week and has the seniority to earn 3 weeks of vacation time, he/she will be credited for 3 weeks of vacation at 30 hours per week (90 hours).

The following benefits shall be made available to all permanent part-time employees based upon his/her daily scheduled hours at the time of occurrence.

Holiday Pay
Funeral Pay
Jury Duty

For the purpose of clarity, if an employee is working as a permanent part-time employee and his regularly scheduled daily work hours is six (6) hours, the employee will be paid six (6) hours for the above mentioned days off. However, if the employee has become a full-time employee, the employee will be paid for eight (8) hours for the above-mentioned days off.

Pension Benefits will be paid in accordance with State statute.

Permanent part-time employees may request medical, prescription and dental benefits, but must pay a pro-rated share of their cost. The pro-rata share shall be computed every six pay periods based upon their actual hours worked during those six periods. The rate shall be based upon the City's average monthly per employee cost for the benefits specified. Monthly co-premiums will be pro-rated the same as part time employee premiums for AFSCME Local 7.

Section 6. Subcontracting

When possible the Clerk shall provide ten (10) days notice to the Union of the intent to subcontract work or services regularly performed by bargaining unit employees. At the request of the Union, the Clerk shall then meet and consult with the Union over effective alternatives. The Clerk's decision over subcontracting shall be final. No bargaining unit employee shall be laid off as a direct result of subcontracting.

Section 7. Training/Educational Programs

At the Clerk's discretion, paid time off from regular work assignment shall be permitted for work related activities as required by the Clerk such as attendance at conferences, institutes, seminars, and workshops, provided budget and other considerations are such that prior approval can be given by the Clerk. The Clerk's Office will make every reasonable effort to disseminate information about such activities as soon as it is available. Covered expenses currently assumed by the City shall continue in the same manner throughout the term of the contract.

New employees shall start training at the safety building within thirty (30) workdays after completion of their initial probationary period. The goal is to complete training no later than six (6) months after the start of training. If all new employees are trained, all other employees will be trained on a voluntary basis and then forced by inverse seniority.

ARTICLE 20. WAGES

Section 1. Base Annual Wage Plan

(a) **Effective the first full pay period in January of 2013 employees will continue to receive the wage rates that become effective in January 2012 as set forth in the following salary schedule :**

Base Hourly Rate Chart
Effective January, 2013 -
0% Increase

Years of Service	% of Full Rate	Hourly Rate
Start Rate	65%	$11.46
After Probation	70%	$12.34
After 1 year	75%	$13.23
After 2 years	80%	$14.10
After 3 years	85%	$15.00
After 4 years	90%	$15.88
After 7 years	95%	$16.76
After 10 years	100%	$17.64

(b) Effective the first full pay period in January of 2014 employees shall receive a two percent (2%) increase in their base wage:

Base Hourly Rate Chart
Effective January, 2014 -
2% Increase

Years of Service	% of Full Rate	Hourly Rate
Start Rate	65%	$11.69
After Probation	70%	$12.59
After 1 year	75%	$13.49
After 2 years	80%	$14.38
After 3 years	85%	$15.30
After 4 years	90%	$16.20
After 7 years	95%	$17.10
After 10 years	100%	$17.99

(c) Effective the first full pay period in January of 2015 employees shall receive a two percent (2%) increase in their base wage.

Base Hourly Rate Chart
Effective January, 2015 -
2% Increase

Years of Service	% of Full Rate	Hourly Rate
Start Rate	65%	$11.92
After Probation	70%	$12.84
After 1 year	75%	$13.76
After 2 years	80%	$14.67
After 3 years	85%	$15.61
After 4 years	90%	$16.52
After 7 years	95%	$17.44
After 10 years	100%	$18.35

(d) Years of service for purposes of the rate chart shall be based upon the employee's seniority as that term is defined in Article 5, Section 1. Thereafter, when an employee reaches the next years of service step her/his rate shall be adjusted effective the first full pay period after the employee's seniority date.

(e) In addition to the above step increases, the Clerk retains the discretion to award performance bonuses (merit pay) to employees in any wage step. Said bonuses are not subject to the grievance procedure. Merit Pay will be payable commencing the first full pay period in January based upon performance evaluations for the previous year. Merit Pay shall not be a part of the employee's base rate for overtime or other purposes.

(f) The content, conduct, and assessments of performance evaluations shall be at management's discretion. However, each employee will fill out a self-evaluation and discuss that evaluation together with the supervisors' evaluation with the supervisors. The employee will also be entitled to comment in writing upon the supervisors' evaluation. There shall be a right to appeal the evaluation results to the Clerk. The Clerk's decision is final and not grievable.

(g) The current longevity pay plan will be maintained for employees who now receive it; existing longevity rates shall be used.

Section 2. Public Employees Retirement System

(a) The Clerk will continue to participate in the Public Employees Retirement System of Ohio as provided by the Ohio Revised Code.

(b) Effective the first day of full pay July 2009 the Clerk will contribute an additional one and one quarter percent (1.25%), thereby reducing the employee's payment from ten percent (10%) to one and one-half percent (1.5%).

(c) **Effective with the first full pay period of July 2013, the Clerk will pay five percent (5.0%) of the employee's pension contribution and the employee shall be responsible for the remaining percentage (employee contribution increased from 1.5% to 5.0%). In July 2013, those employees receiving a reduction in pension pickup will receive a separate, one-time lump sum payment in the amount of one thousand, two hundred and fifty dollars ($1,250). Those employees unaffected by the pension pickup reduction are not eligible to receive the lump sum payment.**

(d) **Effective with the first full pay period of July 2014, the Clerk will pay two percent (2.0%) of the employee's pension contribution and the employee shall be responsible for the remaining percentage (employee contribution increased from 5.0% to 8.0%).**

(e) **Effective with the first full pay period of July 2015, the Clerk will pay zero percent (0%) of the employee's pension contribution and the employee shall be responsible for the remaining percentage (employee contribution increased from 8.0% to 10%).**

(f) **In the event that the employee share of the pension payment increases due to a change in law or regulation, the employee shall be responsible for paying the entire amount of the increased employee contribution.**

(g) **Except for the one-time lump sum payments to those affected employees, employees who are eligible to have the Clerk pick up a percentage of their employee share of pension are prohibited from receiving the payment specified in paragraphs (b) through (e) directly. The payments will be made to employees' individual P.E.R.S. accounts.**

(h) **Effective the first full pay period of July 2015, and pursuant to paragraph (e), the Clerk's pension pick-up referred to in this article will terminate, and the Clerk will no longer implement or participate in any pension pick-up plan.**

(i) All employees hired **or reinstated** after January 1, 2010 will be required to pay the entire cost of their PERS employee contribution **and, furthermore, shall not receive any lump sum payments contained in this section.**

Subsections (b) ~~and (c)~~ through (h) are not applicable to employees hired **or reinstated** after January 1, 2010.

ARTICLE 21. DURATION PROVISIONS

Section 1. Savings Clause

If any section of this Agreement or of any rider thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this chapter and any rider thereto, or the application of such provision or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

It is the intent of the parties that should any article or section of this chapter be held invalid or inoperable, that section or provision shall be renegotiated in an attempt to provide validity, operability, or acceptability to such section or provision.

Section 2. Entire Agreement

The Clerk and The Union agree that this collective bargaining agreement contains the entire agreement of the parties. The Union shall neither request the Clerk to follow any custom or past practice, nor request the Clerk to grant any gratuity not expressly stated in this written agreement. The Clerk pledges to strictly adhere to the express provisions of this written agreement. Nothing in this section prohibits the parties from making written mutually agreed clarifications of language part of this agreement.

Section 3. Successors and Assignees

This agreement shall be binding for its term upon any successor to the Clerk. In the event that the Clerk is succeeded or in the event that the Clerk transfers to another entity any operations covered by this agreement, the Clerk shall inform said successor or entity:

(1) of the exact terms of this agreement; and

(2) that the successor or entity is required to recognize and bargain with the Union as the representative of the affected employees.

Section 4. Term of Agreement

This Agreement shall be effective for a period of three (3) years from **January 1, 2013 through December 31, 2015** and thereafter until terminated, amended, or repealed pursuant to Chapter 4117 of the Ohio Revised Code.

LOCAL 3411, OHIO COUNCIL 8
AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES

Cheryl Tyler-Folson

Veronica D McCoy

Date: 2-5-13

TOLEDO MUNICIPAL CLERK
OF COURT

Valli Bowman-Cryst

Date: 2-8-13