

**AGREEMENT**  
**BETWEEN**  
**THE SUMMIT COUNTY JUVENILE COURT**  
**AND**  
**TEAMSTERS LOCAL #348**  
**AFFILIATED WITH THE**  
**INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

**EFFECTIVE APRIL 1, 2020 THROUGH MARCH 31, 2023**

**TABLE OF CONTENTS**

**PAGE**

<b>ARTICLE 1</b>	<b>AGREEMENT</b>	<b>1</b>
<b>ARTICLE 2</b>	<b>RECOGNITION</b>	<b>1</b>
<b>ARTICLE 3</b>	<b>UNION SECURITY</b>	<b>1</b>
<b>ARTICLE 4</b>	<b>DUES DEDUCTION/CHECK-OFF</b>	<b>2</b>
<b>ARTICLE 5</b>	<b>NON-DISCRIMINATION</b>	<b>2</b>
<b>ARTICLE 6</b>	<b>MANAGEMENT RIGHTS</b>	<b>2</b>
<b>ARTICLE 7</b>	<b>BULLETIN BOARDS</b>	<b>3</b>
<b>ARTICLE 8</b>	<b>INSPECTION PRIVILEGES</b>	<b>3</b>
<b>ARTICLE 9</b>	<b>STEWARDS</b>	<b>3</b>
<b>ARTICLE 10</b>	<b>DISCIPLINE</b>	<b>4</b>
<b>ARTICLE 11</b>	<b>GRIEVANCE PROCEDURE</b>	<b>5</b>
<b>ARTICLE 12</b>	<b>SENIORITY</b>	<b>6</b>
<b>ARTICLE 13</b>	<b>PROBATIONARY PERIOD</b>	<b>7</b>
<b>ARTICLE 14</b>	<b>LAYOFF AND RECALL</b>	<b>7</b>
<b>ARTICLE 15</b>	<b>SHIFT &amp; DAY OFF SELECTION</b>	<b>7</b>
<b>ARTICLE 16</b>	<b>HOURS OF WORK</b>	<b>8</b>
<b>ARTICLE 17</b>	<b>OVERTIME</b>	<b>9</b>
<b>ARTICLE 18</b>	<b>CALL-IN-PAY</b>	<b>9</b>
<b>ARTICLE 19</b>	<b>TIME RECORDS</b>	<b>9</b>
<b>ARTICLE 20</b>	<b>PAY PERIODS/PAYCHECKS</b>	<b>9</b>
<b>ARTICLE 21</b>	<b>TRAINING</b>	<b>10</b>
<b>ARTICLE 22</b>	<b>EXAMINATIONS</b>	<b>10</b>
<b>ARTICLE 23</b>	<b>IDENTIFICATIONS</b>	<b>10</b>
<b>ARTICLE 24</b>	<b>PERSONAL FILES AND RECORDS</b>	<b>10</b>
<b>ARTICLE 25</b>	<b>UNIFORMS AND EQUIPMENT</b>	<b>10</b>
<b>ARTICLE 26</b>	<b>MAINTENANCE OF STANDARDS</b>	<b>11</b>
<b>ARTICLE 27</b>	<b>HOLIDAYS</b>	<b>11</b>
<b>ARTICLE 28</b>	<b>VACATIONS</b>	<b>11</b>
<b>ARTICLE 29</b>	<b>SICK LEAVE</b>	<b>12</b>
<b>ARTICLE 30</b>	<b>FUNERAL LEAVE</b>	<b>13</b>
<b>ARTICLE 31</b>	<b>CIVIL DUTY LEAVE</b>	<b>13</b>
<b>ARTICLE 32</b>	<b>MILITARY LEAVE</b>	<b>13</b>
<b>ARTICLE 33</b>	<b>LEAVE OF ABSENCE</b>	<b>14</b>
<b>ARTICLE 34</b>	<b>COMPENSATION CLAIMS</b>	<b>14</b>
<b>ARTICLE 35</b>	<b>HEALTH AND WELFARE (INSURANCE)</b>	<b>14</b>
<b>ARTICLE 36</b>	<b>STRIKES AND LOCKOUTS</b>	<b>14</b>
<b>ARTICLE 37</b>	<b>SUBCONTRACTING</b>	<b>15</b>
<b>ARTICLE 38</b>	<b>SUCCESSOR CLAUSE</b>	<b>15</b>
<b>ARTICLE 39</b>	<b>SEPARABILITY AND SAVINGS</b>	<b>15</b>
<b>ARTICLE 40</b>	<b>CREDIT UNION</b>	<b>15</b>
<b>ARTICLE 41</b>	<b>D.R.I.V.E.</b>	<b>15</b>
<b>ARTICLE 42</b>	<b>CHARITABLE, EDUCATIONAL &amp; RECREATIONAL FUND (C.E.R. FUND)</b>	<b>15</b>
<b>ARTICLE 43</b>	<b>LONGEVITY</b>	<b>16</b>
<b>ARTICLE 44</b>	<b>RETIREMENT</b>	<b>16</b>
<b>ARTICLE 45</b>	<b>SEPARATION OF EMPLOYMENT</b>	<b>16</b>

<b>ARTICLE 46</b>	<b>LABOR MANAGEMENT COMMITTEE</b>	<b>16</b>
<b>ARTICLE 47</b>	<b>WAGES</b>	<b>17</b>
<b>ARTICLE 48</b>	<b>DURATION</b>	<b>18</b>

**ARTICLE 1**

**AGREEMENT**

This Agreement is made and entered into by and between the Summit County Juvenile Court, hereinafter referred to as the Employer, and Teamsters Local #348, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

**ARTICLE 2**

**RECOGNITION**

The Employer recognizes the Union as the sole and exclusive legal bargaining representative for all Detention Officers and Master Control and including Laundry and Drivers. Excluding all others including Management, Supervisory, Training Officers and Confidential Employees.

This Agreement has been drawn up and entered into by and between the interested parties in a mutual and voluntary effort to promote and establish sound labor and employee relations.

The Employer agrees to meet with and bargain with the Union on all matters pertaining to wages, hours, benefits and all other terms and conditions of employment.

The Employer agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

**ARTICLE 3**

**UNION SECURITY**

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the date on which this Agreement is signed shall remain members in good standing, or pay fees in lieu thereof, and those who are not members on the date on which this Agreement is signed shall, on the thirty-first (31<sup>st</sup>) day following the date on which this Agreement is signed, become and remain members in good standing in the Union or pay fees in lieu thereof. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after the date on which this Agreement is signed shall, on the thirty-first (31<sup>st</sup>) day following the beginning of such employment, become and remain members in the Union, or pay fees in lieu thereof.

When the Employer needs additional employees the Employer shall give the Union first opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

Business Representatives and/or a Steward shall be permitted to attend new employee orientations to talk about the benefits of Union membership. The Employer agrees to provide the Union Business Representative prior notice of the date, time and location of the orientation.

**ARTICLE 4**

**DUES DEDUCTION/CHECK-OFF**

The Employer will deduct, from the first paycheck of each month, dues and/or fees owed the Union and forward them to the properly designated officer of the Union. The dues will be submitted within five (5) business days after the pay (check) date but no later than the twentieth (20<sup>th</sup>) day of each and every month. Such remittances shall be accompanied by an itemized statement showing the name of each employee and the amount checked off. It is understood that the foregoing shall become effective only upon the written authorization of each individual employee.

Upon hiring an employee or upon request of the Union, it shall be the responsibility of the Employer to obtain from the employee a completed Application and Authorization form provided by the Union. The Employer will forward the same to the Union by the employee's thirty-first (31<sup>st</sup>) day of employment or within thirty (30) days after a request by the Union.

The Employer shall notify the Union Steward in writing upon hiring any new bargaining unit employee.

The Union shall indemnify and hold the Employer harmless from any claims, suits or actions resulting from its collection of dues and/or fees under this Article.

**ARTICLE 5**

**NON-DISCRIMINATION**

The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of an individual's race, color, religious belief, gender, genetic information, national origin, age, citizenship, marital status, veteran's status, military status, political affiliation, disability, in violation of any federal, state, or local law or engage in any other discriminatory acts prohibited by law.

The Employer and the Union agree that there will be no discrimination by the Employer or the Union against any employee because of their membership in the Union or Union activities.

**ARTICLE 6**

**MANAGEMENT RIGHTS**

The Employer shall have the exclusive right, except as otherwise specifically provided in this Agreement, to manage the operations, control the premises, direct the working force and maintain efficiency of operations. Among the Employer's management rights are the right to hire, transfer, discipline and discharge for just cause, lay off and promote; to promulgate and enforce reasonable work rules; to introduce new equipment, methods of performing work, or facilities; to determine the size, duties and qualifications of the work force, and work schedules. The Employer agrees that it will not unilaterally change any mandatory terms (4117 O.R.C.) of conditions of employment.

**ARTICLE 7**

**BULLETIN BOARDS**

The Employer agrees to provide suitable space for and maintain a bulletin board in the breakroom. The Union shall limit its use of the bulletin board to official Union business, such as meeting notices and Union bulletins.

**ARTICLE 8**

**INSPECTION PRIVILEGES**

Authorized agents of the Union shall have access to the Employer's establishment during working hours, excluding meal times, for the purpose of adjusting disputes, investigating working conditions, collection of dues and ascertaining that the Agreement is being adhered to, providing, the Union follows the Court visitor policy, and that there is no interruption of the Employer's working schedule.

**ARTICLE 9**

**STEWARDS**

The Employer recognizes the right of the Union to designate no more than three (3) stewards and one (1) alternate from the Employer's seniority list. The authority of stewards and alternates so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

- The investigation and presentation of grievances in accordance with provisions of the collective bargaining agreement;
- The collection of dues when authorized by appropriate union action;
- The transmission of such messages and information which shall originate with, and are authorized by the Union or its officers, provided such messages and information are reduced to writing or if not reduced to writing, are of a routine nature.

Recognizing the importance of the role of the steward in resolving problems or disputes between the Employer and its employees, the Employer reaffirms its commitment to the active involvement of stewards in such processes.

The steward or the designated alternate shall be permitted reasonable time to investigate, present and process grievances on the Employer's property without interruption of the Employer's operations. Upon notification to his or her supervisor, the steward shall be awarded the right to leave his/her work area for a reasonable period of time to investigate, present and process grievances and to represent a fellow employee concerning grievances or discipline so long as the activity does not interrupt the Employer's operations. The Employer will make a reasonable effort to insure that its operations are not interrupted by the steward engaging in such activity. The Employer shall not use interruption of its operation as a subterfuge for denying such right to the steward.

Where mutually agreed to by the Union and Employer, stewards may investigate off the property or other than during their regular schedule, without loss of pay. Stewards will be paid for time spent in meetings during regular working hours or for time spent in meetings which occur outside his or her working hours, or on days off. Such time spent will count toward computing daily or weekly overtime.

The Employer recognizes the employee's right to be given requested representation by a steward or alternate, at such time as the employee reasonably contemplates disciplinary action. The Employer also recognizes the steward's right to be given representation by another steward or alternate, at such time as the steward reasonably contemplates disciplinary action. There shall be a steward present whenever the Employer meets with an employee concerning grievances, discipline or investigatory interviews.

## **ARTICLE 10                      DISCIPLINE**

The Employer shall not discipline, suspend or discharge any employee without just cause. The Union shall have the right to investigate the discipline, suspension or discharge and to protest the same through the grievance and arbitration procedure. However, the Union does not have the right to arbitrate any use of excessive force or any violation of policy that results in a breach of the facility's safety or security. These issues shall be subject to the Review Committee.

Discipline will be applied in a corrective, progressive and uniform manner. The Employer and the Union recognize that there are two (2) types of discipline, attendance, which shall be handled through the tardiness/attendance policy, and job performance, which shall be handled in the following manner:

The Employer shall adhere to a four (4) step progressive disciplinary policy of:

1. Documented verbal warning.
2. Written warning.
3. Suspension or final written warning.
4. Discharge.

The Employer may bypass any steps of the progressive disciplinary policy only if the employee has committed an egregious offense. Any such action shall be subject to the Review Committee. The Review Committee will be comprised of the Court Administrator, or their designee and a designee of the Union.

The Employer shall not utilize a Use of Force Committee.

If the Employer has reason to discipline an employee, it shall be done in a private businesslike manner in order to avoid embarrassing the employee before other employees or the public, and shall be kept confidential. The Employer shall give in writing to the employee, the steward and the Union copies of all discipline administered. Disciplinary notices shall remain in effect for twelve (12) months. After twelve (12) months disciplinary notices will not be considered in any further disciplinary action.





However, the Union does not have the right to arbitrate any use of excessive force or any violation of policy that results in a breach of the facility's safety or security. These issues shall go to the Review Committee. The Review Committee shall meet prior to the Judge rendering a decision on the discipline and after completion of Step 3. The parties agree to meet within ten (10) business days.

The parties shall by mutual agreement select an arbitrator. If the Employer and the Union fail to agree upon an arbitrator within ten (10) days, they may request the Federal Mediation and Conciliation Service to submit a panel of seven (7) names from which an arbitrator shall be chosen. The Union and the Employer shall alternately strike one (1) name from such list (the right to strike the first name having been determined by lot) until only one (1) name remains and that person shall be the arbitrator.

The arbitrator shall set a time and place of hearing as soon as possible and then proceed to hear evidence, both oral and documentary, relevant to the issues and arguments thereon. At the end of the hearing, the matter shall be deemed submitted to the arbitrator and the arbitrator shall within ninety (90) days render to the parties an award and decision in writing. The decision of the arbitrator shall be final and binding on all parties to this Agreement.

Each party shall pay its own expense incurred in arbitration, including reimbursements of its own witnesses. All other direct expenses, including the fees of arbitration, shall be borne equally by the Union and the Employer.

## **ARTICLE 12 SENIORITY**

Seniority shall accrue effective as of the date the employee is hired into the bargaining unit. Upon completion of the Probationary Period, the employee shall be placed on the bargaining unit seniority list and shall be immediately credited with seniority from the date of hire.

Employees shall be classified as full-time or part-time employees for purposes of seniority, and seniority will apply within each classification separately.

The Employer shall provide Teamsters Local #348 with an updated seniority list each December first. The seniority lists shall contain the name, department and date of hire of each bargaining unit employee. In the event that two (2) or more employees have the same hiring date, their seniority shall be determined by adding the last four (4) digits of each employee's social security number and ranking highest to lowest.

An employee's seniority shall be broken when the employee resigns, is discharged for cause, retires, is absent without leave or notice for three (3) consecutive working days, or the employee fails to report to work within fourteen (14) days of a recall notice.

An employee who leaves the bargaining unit into a non-bargaining unit position, with the Employer, shall have thirty-one (31) calendar days to return to the bargaining unit without losing seniority. An employee who resigns and is reemployed after thirty-one (31) calendar days following the date of resignation shall be considered a newly hired employee for seniority purposes.

**ARTICLE 13****PROBATIONARY PERIOD**

The probationary period for all newly hired employees shall be ninety (90) calendar days from their starting date for work as a bargaining unit employee. Employees shall not have seniority during their probationary period; however, upon completion of the probationary period, seniority shall start from the date of hire.

During the probationary period, a bargaining unit employee shall not have the right to avail themselves of the Grievance Procedure of this Agreement. During the probationary period, a bargaining unit employee may be removed from employment at any time and for any reason without recourse under this Agreement.

**ARTICLE 14****LAYOFF AND RECALL**

Whenever the Employer determines a layoff is necessary within the bargaining unit the Employer shall notify the affected employee(s) and the Union, in writing, at least fourteen (14) calendar days in advance of the effective date of the layoff. Prior to notifying employees the Employer agrees to provide an opportunity for the Employer and the Union to meet to discuss the impact of any impending layoff.

Employee(s) shall be laid off according to their seniority within the bargaining unit, with the least senior employee being laid off first. Employee(s) who are displaced may bump another employee with lesser seniority. Employee(s) who are displaced (bumped) by a more senior employee, shall be able to displace (bump) another employee with lesser seniority. At the end of the displacing (bumping) process, the employee who is displaced (bumped) and unable or chooses not to displace another employee shall be laid off. Employees shall notify the Employer, in writing, on a form provided by the Employer, of their intention to exercise their displacement (bumping) rights.

Recall from layoff shall be in reverse order of layoff, that is the last employee placed on layoff shall be the first recalled. Employees shall be given fourteen (14) calendar days advance written notice of recall. Such recall notice shall be sent to the employee's address last listed on the Employer's records and shall be sent certified mail, return receipt requested. Written notice shall also be sent to the Union. Employees who refuse recall or do not report to work within fourteen (14) calendar days from the date the employee receives the notice shall be considered to have resigned and lose all seniority and employment rights.

**ARTICLE 15****SHIFT & DAY OFF SELECTION**

The Employer shall post semi-annually (to take effect in January and July) all jobs on each shift along with the days off for each job. Outside the semi-annual bids whenever openings occur within the bargaining unit the opening(s) shall be posted within the bargaining unit for a period of seven (7) calendar days. The opening(s) shall contain the following information; classification, rate of pay, shift and days off. The opening(s) shall also be sent by electronic mail to the union stewards. All openings will be selected by seniority of the male seniority list or the female seniority list.



The schedule shall be posted one (1) pay period before to allow employees to bid into available overtime based on seniority. If all shifts are not filled the Employer may allow non-bargaining unit employees to fill those shifts. Overtime shall be offered to part-time Detention Officers first, followed by full-time Detention Officers, and finally to non-bargaining unit employees.

Part-time Detention Officers are bound by the Court's hourly requirements.

#### **ARTICLE 17 OVERTIME**

All hours worked in excess of eight (8) hours in any one (1) day, or forty (40) hours in any one (1) week shall be paid at the rate of time and one-half (1 ½) times the employee's regular hourly rate but not both. In calculating overtime all paid time hours (vacation, holidays, sick leave; up to forty (40) hours annually), shall be used in the calculation. Overtime shall be offered by seniority and by qualifications. Employees mandated to work overtime shall be able to get a meal during their mandated overtime.

The Employer shall instruct the food vendor to keep up to two (2) additional meals for mandated Detention Officers.

#### **ARTICLE 18 CALL-IN-PAY**

When a Detention Officer is called in to work by the Employer at a time that does not abut his/her regularly scheduled work hours, he/she shall receive a minimum of four (4) hours work or four (4) hours of pay. In the event the employee is called in to work and works in excess of four (4) hours the employee will be compensated for all hours worked. An employee called into work prior to their start time, shall be compensated at the rate of time and one-half (1 ½), times the employee's regular hourly rate, excluding drivers and laundry.

#### **ARTICLE 19 TIME RECORDS**

The Employer shall keep accurate time records and make them available for inspection by the Union upon request so that there will be no misunderstanding about the employee's time.

#### **ARTICLE 20 PAY PERIODS/PAYCHECKS**

The payroll system is based on a two (2) week, eighty (80) hour pay period. There are normally twenty-six (26) pay periods per year. Paychecks are issued every other Friday. If a holiday occurs on a pay day, paychecks will be issued per the County policy.

The Employer will make automatic deposit of paychecks available to employees.

Employees shall be allowed two (2) shift exchanges per pay period.

Employees that do not fulfill their shift exchange shall not be allowed to shift exchange for thirty (30) days.



**ARTICLE 26**

**MAINTENANCE OF STANDARDS**

The Employer agrees that all conditions of employment in his/her individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standard, in effect at the time of the signing of this Agreement. The terms and conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this section shall not apply in inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of the error.

**ARTICLE 27**

**HOLIDAYS**

The following days shall be observed as holidays by all regular employees in the bargaining unit:

- |                        |                        |
|------------------------|------------------------|
| New Year's Day         | Columbus Day           |
| Martin Luther King Day | Veteran's Day          |
| President's Day        | Thanksgiving Day       |
| Memorial Day           | Day After Thanksgiving |
| Independence Day       | Christmas Eve          |
| Labor Day              | Christmas Day          |

Employees shall be paid eight (8) hours pay at their pay rate for each of the above designated days. Employees who actually work any of the observed holidays will be paid at the rate of one and one-half (1 ½) times their pay rate plus eight (8) hours of holiday pay. Employees who work on Independence Day, and/or Thanksgiving Day and/or Christmas Day and/or New Year's Day shall be compensated at double time for hours actually worked on those days in addition to holiday pay.

Each employee who has completed their probationary period shall be entitled to five (5) personal days. The rate of pay for a personal day will be at the employee's regular pay rate that will be deducted from their sick leave bank. Personal days cannot be carried over.

In order to be paid for the holiday, the employee must complete the regularly scheduled workday which immediately precedes or follows the holiday, except in cases of proven illness or unless the absence is mutually agreed to.

**ARTICLE 28**

**VACATIONS**

All full-time employees who have completed one (1) year of full-time service shall earn the following vacation:

- |                                     |                     |
|-------------------------------------|---------------------|
| After One (1) year service          | 80 hours (10 days)  |
| After Five (5) years of service     | 120 hours (15 days) |
| After Ten (10) years of service     | 160 hours (20 days) |
| After Fifteen (15) years of service | 200 hours (25 days) |
| After Twenty (20) years of service  | 240 hours (30 days) |

Days observed as paid holidays shall not be charged to an employee's vacation leave. If your vacation falls on a holiday, you get the paid holiday and no vacation is charged.

After one (1) year of full-time service eight (8) hours will be added to the employee's vacation bank for their birthday, on their date of birth annually.

Vacation shall be paid at the employee's rate of pay at the time of vacation.

Employees shall not be forced to take vacation while on worker's compensation. The employee may elect to take vacation pay while on worker's compensation. Employee's time off for on-the-job injury up to one (1) year shall count toward vacation.

Vacation leave may be carried over each year with no restrictions.

Employees may request to receive cash payment for unused vacation of not more than ten (10) days per year. Employees must request to receive cash payment for unused vacation prior to August 1 of that calendar year.

Prior service with the County or any political subdivision of the State shall be used in determining service credit for purposes of vacation accumulation.

If an employee leaves the service of the Employer to enter Military Service, the employee shall be paid his vacation in the amount due him at the time of leaving the Employer. In determining the eligibility of returned service men who at the time of their induction held seniority rights with the Employer for vacation benefits, the time spent in Military Service shall count towards service with the Employer. This is capped at three (3) years.

A vacation schedule shall be posted and updated weekly. Vacation requests shall be responded to within seven (7) calendar days.

## **ARTICLE 29                      SICK LEAVE**

Sick Leave shall be defined as an absence with pay necessitated by illness, injury or disability of an employee or a member of the employee's immediate family; exposure by the employee to contagious disease communicable to other employee's, medical, psychiatric, dental or optical examination or treatment of an employee or member of the employee's immediate family, pregnancy and/or childbirth and conditions related thereto; or for other authorized uses.

Employees shall be charged for sick leave only for days upon which they would otherwise have been scheduled to work.

An employee who is to be absent on Sick Leave shall notify the Employer of such absence before the start of their work shift per policy.

Immediate family shall be defined as spouse, children, parents, siblings, grandparents, grandchildren, parent-in-law, daughter-in-law, son-in-law, step parents, step children, foster children, adopted child, and any domestic partner.

The Employer will comply with the Family Medical Leave Act.

Full-time employees earn sick leave credit at the rate of four and six tenths (4.6) hours per bi-weekly period. Such time can be accumulated in an unlimited amount.

### **ARTICLE 30 FUNERAL LEAVE**

An employee shall be granted time off with pay to be deducted from the employee's sick leave for the purpose of attending the funeral of a member of the employee's immediate family. The employee shall be entitled to a maximum of seven (7) work days for each death in his immediate family. Immediate family shall be defined to include the employee's spouse, children, parents, siblings, grandparents, grandchildren, parent-in-law, sibling-in-law, daughter/son-in-law, step parents, step child, step siblings, foster child, adopted child, aunts, uncles, nieces, nephews and domestic partner. An employee may extend Funeral Leave with vacation, with the approval of the Employer.

### **ARTICLE 31 CIVIL DUTY LEAVE**

An employee shall be given necessary time, with pay, when summoned for jury duty, required to attend court in connection with his duties as an employee of the Employer, or performing emergency civilian duty. Employees will have the benefit of legal counsel when acting within the scope of their employment.

### **ARTICLE 32 MILITARY LEAVE**

Employees enlisting or entering the military or naval service of the United States, pursuant to the provisions of the Military Selective Service Act and Amendments thereto, shall be granted all rights and privileges provided by the Act.

An employee who is called to or volunteers for service with the armed forces of the United States or the National Guard is eligible for reinstatement in his/her position upon completion of service. Eligibility for terms of reinstatement are administered in accordance with state and federal law and are subject to the Uniformed Services Employment and Reemployment Rights Act.

Military leave of absence shall result in no loss of seniority status, pay rate or benefits which would have normally accrued had the employee not been absent for such purposes.

An employee who enters military service and has reemployment rights under state or federal law and/or regulation shall be considered on military leave of absence and shall retain and continue to accrue seniority during such leave of absence.



**ARTICLE 33**

**LEAVE OF ABSENCE**

Any employee desiring a leave of absence must request in writing such leave from the Employer with a copy to the Union. The leave shall not exceed twelve (12) months, unless the employee applies for an extension of such leave. During the period of absence the employee shall not engage in gainful employment, unless otherwise agreed to by the Employer. No seniority rights shall be lost during the term of the leave of absence. The employee shall return to the position they held at the time the leave was granted, upon expiration of the leave.

The Employer shall implement the Family Medical Leave Act (FMLA) consistent with applicable law.

An employee shall be permitted to take a leave of absence for the purpose of undergoing treatment in an approved program for alcoholism or substance abuse.

The Employer agrees to grant the necessary time off, without discrimination or loss of seniority rights, to employee(s) designated by the Union for official Union business.

**ARTICLE 34**

**COMPENSATION CLAIMS**

In the event an employee is injured at work or suffers an occupational illness and is unable to work or must seek medical attention or treatment such employee shall be paid for the balance of their work shift.

**ARTICLE 35**

**HEALTH AND WELFARE (INSURANCE)**

The Employer shall provide all full-time employees who are covered by this Agreement insurance that all County employees receive, at the same cost as all County employees.

The Employer agrees to indemnify and defend from liability any employee from actions arising out of the employee's lawful performance of his official duties. If the Employer provides protection by insurance, it shall be at the Employer's expense.

**ARTICLE 36**

**STRIKES AND LOCKOUTS**

Each of the parties hereto acknowledges the rights and responsibilities of the other party and agrees faithfully to discharge its responsibilities under this Agreement. Further, the Employer and the Union subscribe to the principle that any and all differences arising under this Agreement should be resolved by peaceful and appropriate means.

The Union agrees that there shall be no strike during the term of this Agreement. The Employer agrees there shall be no lock-out during the term of this Agreement.

**ARTICLE 37****SUBCONTRACTING**

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services of the kind, nature or type covered by, presently performed or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, assigned or conveyed in whole or part to any other facility, person or non-unit employees.

**ARTICLE 38****SUCCESSOR CLAUSE**

The Employer will give notice of the existence of this Agreement to any other governmental entity with which it merges or otherwise consolidates. The parties agree to protect and secure the jobs of all bargaining unit members in the event of the merger or consolidation.

**ARTICLE 39****SEPARABILITY AND SAVINGS**

If any Article, Section, clause, paragraph, sentence or part of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The Article, Section, clause, paragraph, sentence or part of this Agreement held invalid shall be modified as required by law or the tribunal of competent jurisdiction, or shall be renegotiated for the purpose of adequate replacement. If parties cannot agree on the renegotiation of the replacement the parties agree to be bound by the grievance procedure.

**ARTICLE 40****CREDIT UNION**

Any employee wanting to deposit monies with the Ohio Teamsters Credit Union, Inc. will do so through the County direct deposit process.

**ARTICLE 41****D.R.I.V.E.**

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to the D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a biweekly basis for all weeks worked. The Fiscal Office will create a payroll deduction code for voluntary contributions to the D.R.I.V.E. on a biweekly basis. The Employer shall transmit to D.R.I.V.E. National Headquarters, on a biweekly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from that employee's paycheck.

**ARTICLE 42****CHARITABLE, EDUCATIONAL & RECREATIONAL FUND  
(C.E.R. FUND)**

The Employer shall contribute to the Teamsters Local #348 Charitable, Educational, and Recreational Fund the amount of two dollar (\$2.00) per week for each employee actively working in the bargaining unit.

**ARTICLE 43**

**LONGEVITY**

Effective January 1, 2018, Longevity pay will be paid in a lump sum the first pay period after the individuals seniority date. Longevity amount is based on number of years of service with the Summit County Juvenile Court.

Employees who have completed five (5) years of service with the Employer shall be entitled to remuneration in the amount of one percent (1%) of the employee's base pay. Employees who have completed ten (10) years of service with the Employer shall be entitled to one and one-half percent (1.5%) of the employee's base pay. Employees who have completed fifteen (15) years of service with the Employer shall be entitled to remuneration in the amount of two percent (2%) of the employee's base pay.

**ARTICLE 44**

**RETIREMENT**

The Employer will continue to make the required employer contributions to the Ohio Public Employees Retirement System as established by the Ohio Public Employees Retirement System.

Bargaining unit employees shall continue to be eligible to participate in the Ohio Public Employees Deferred Compensation Program through payroll deduction with the Employer.

**ARTICLE 45**

**SEPARATION OF EMPLOYMENT**

RESIGNATION & TERMINATION: Any Court employee employed for more than one (1) year upon separation of employment, the employee will receive payment for unused accrued vacation time. However, the vacation payment shall not exceed the amount of hours which were accrued but unused within the last three (3) years of employment.

RETIREMENT: For those employees that are retiring they shall receive accrued vacation leave in accordance with the above clause, not to exceed the amount of hours which were accrued, but unused within the last three (3) years of employment. Furthermore, employees shall receive fifty percent (50%) of accrued sick leave, not to exceed seven hundred and twenty (720) hours.

**ARTICLE 46**

**LABOR MANAGEMENT COMMITTEE**

The parties agree to meet on a semi-annual basis to discuss issues and concerns within the bargaining unit.

**ARTICLE 47**

**WAGES**

**Effective**

4/1/20

2.5% increase

General wage

Increase

**Effective**

4/1/21

2.5% increase

Grade Equity

Adjustment

**Effective**

4/1/22

2.5%increase

Grade Equity

Adjustment

If Summit County enters into any subsequent written agreement with any other bargaining unit or non-bargaining unit in the County during the term of this Agreement, with a greater general wage increase than this Agreement, then the employees hereunder shall receive the same greater general wage increase effective with the agreement.

**ARTICLE 48**

**DURATION**

This Agreement shall be in full force and effect from April 1, 2020 through March 31, 2023 and shall continue in effect year to year thereafter unless either party gives notice in writing at least sixty (60) days prior to the expiration date of this Agreement.

SUMMIT COUNTY JUVENILE COURT

TEAMSTERS LOCAL #348

\_\_\_\_\_  
HONORABLE LINDA TUCCI TEODOSIO

\_\_\_\_\_  
PATRICK J. DARROW  
SECRETARY-TREASURER

\_\_\_\_\_  
ROBERT BICKETT  
COURT ADMINISTRATOR

\_\_\_\_\_  
GERARD COLANT  
BUSINESS REPRESENTATIVE

\_\_\_\_\_  
TRISTON SMEAD  
HUMAN RESOURCES MANAGER

\_\_\_\_\_  
ALLEN KEENER  
BUSINESS REPRESENTATIVE

\_\_\_\_\_  
MELISSA GERNEY  
SUPERINTENDENT

\_\_\_\_\_  
DEON HORN  
BARGAINING COMMITTEE

\_\_\_\_\_  
ADAM HARRIS  
BARGAINING COMMITTEE