

**U1. Add “on call” to section B.**

**ARTICLE 5  
SENIORITY SYSTEM**

**Section 1. Seniority Defined**

**A. Clerk's Office Seniority**

Clerk's office seniority shall accrue to regular full-time employees of the Clerk's office and shall be based upon the total length of continuous service with the Clerk's office and shall be used for the purpose of determining layoff and recall rights.

**B. Bargaining Unit Seniority**

Bargaining Unit seniority shall mean a permanent Clerk's office employee with seniority in the U.A.W. bargaining unit based on length of continuous service within said bargaining unit. Such seniority shall be used for preference of vacations, bonus vacations, holidays, on call and distribution of overtime.

John L. Babb  
Jami Frost  
Jodi Johnson

Angela Swift  
Walter Bowman-English  
Alyssa  
Tel & R

12/10/25

**ARTICLE 6**  
**WORKDAY/OVERTIME**

**Section 3. Compensatory Time**

An employee who has worked overtime may, at the Clerk's discretion, be allowed to receive compensatory time off in lieu of pay at the overtime rate, if the employee so elects. 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.

An employee may independently elect to accrue up to one hundred **eighty (180) (100)** 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.

On Behalf of the Union:

John L. Banks  
Jamie Frost  
John S. Smith

Date: 12/16/2025

On Behalf of the Clerk of Court:

Walter Brown  
Matthew Smith  
Christopher  
See 2 L

Date: 12/16/2025

**ARTICLE 7**  
**VACATION****Section 1. Qualifications**

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

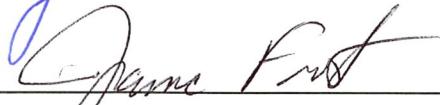
Less than one full year service	0.916 days for each full month
After one full calendar year of service	2 weeks
After 5 full calendar years of service	3 weeks
After 10 full calendar years of service	4 weeks
After 15 full calendar years of service	5 weeks
After 20 full calendar years of service	6 weeks
After 25 full calendar years of service	7 weeks

In addition to the above, after one full calendar year of service, the employee shall be entitled to one full additional vacation day.

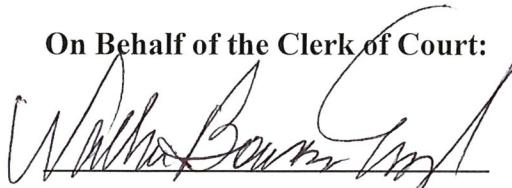
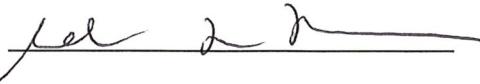
Employees should take vacation in the calendar year following the year in which it was earned. In the event an employee does not take the vacation time to which they are entitled, that vacation time will be forfeited. Special requests for carryover made in writing to the Clerk of Court will be considered.

**Beginning in 2014**, Employees shall be allowed to cash out up to 40 hours of vacation time annually, in lieu of receiving vacation. Such a payout must be submitted **through the Clerk's timekeeping system**. ~~to the Clerk on or before November 1<sup>st</sup> of that year.~~

On Behalf of the Union:


On Behalf of the Clerk of Court:

Date: 12/16/25

Date: 12/16/25

**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 March 31, 1994 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 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 April 1, 1994, shall be covered exclusively by the sick leave plan in Part B.

1. 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 (1/2) 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 Clerk shall receive payment for the full accumulation of sick pay at the time of death.

**2. Part B**

- 1) On and after April 1, 1994, employees covered by this plan shall be credited with sick days in accordance with the following formula- **eight (8) seven (7)** hours per month, not to exceed **ninety-six (96) eighty-four (84)** hours per calendar year, until **two hundred and fifty (250) four hundred and twenty (420)** 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 and fifty (250) four hundred and twenty (420)** hours or fifty percent (50%) of their total potential accumulation, whichever is greater, inclusive of sick pay used and converted, then the accrual will revert to **eight (8) 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 can 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 (33%). Employees with fewer than four hundred (420) 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 after March 31, 1994, 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 three hundred and twenty (320) hours and fifty percent (50%) of salary for the next three hundred and twenty (320) hours for a maximum of six hundred and forty (640) hours.
- 4) An employee who dies as the direct result of injuries sustained in the course of employment with the Clerk shall receive payment of the full accumulation of sick pay at the time of death.

3. In an effort to improve attendance and reduce the amount of unscheduled time off, an eligible employee, based on his/her sick time usage in the previous sick year, may annually convert a portion of his/her accumulated sick time into pay. For the purpose of this Section, the sick year is January 1 through December 31. Upon ratification of this agreement, a regular full-time employee with at least five (5) years of service may convert up to one hundred (100) hours of accumulated sick time into pay annually, in accordance with the Sick Leave Conversion Table set forth below, provided the employee has accumulated at least six hundred (600) total hours of sick time. In order to continue eligibility for the sick time conversion payout, the employee must maintain a balance of at least six hundred (600) hours of accumulated sick time. Eligibility for this sick time conversion payment will be determined by looking back to the employee's sick time used and accumulated from January 1 through December 31 of the previous year.

Prior Sick Year Sick Time Usage Conversion

<u>0 - 16 hours:</u>	<u>1.0 sick hour= 1.0 hour of pay</u>
<u>16.1 - 24 hours:</u>	<u>1.0 sick hour= 0.75 hour of pay</u>
<u>24.1 - 40 hours:</u>	<u>1.0 sick hour= 0.50 hour of pay</u>
<u>Above 40 hours:</u>	<u>Not eligible for sick time conversion payout</u>

An eligible employee electing to utilize the sick time conversion payout is also subject to the following parameters:

1. Employees who elect to use sick time to cover FMLA approved

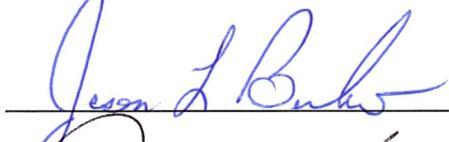
leave will have that FMLA sick time count towards the number of sick hours used.

2. An Employee also eligible for a payout under 2(B)(2) of this section must elect to participate in either the payout under Section 2(B)(2) or the payout in Section 3. An employee is not permitted to participate in the payouts offered in Section 2(B)(2) and Section 3 in the same year. An Employee who is eligible for a payout under Article 7 and Article 9, Section 3 may request a payout under both provisions in the same calendar year. KS 12/16/25

3. The maximum annual payout under this section is one hundred (100) sick time hours.

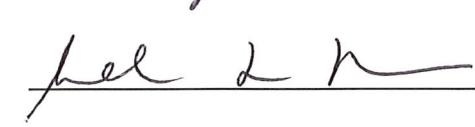
4. The maximum annual one hundred (100) sick time hour payout cannot cause an employee to dip below six hundred hours of accumulated sick time.

On Behalf of the Union:


Date: 12/16/25

On Behalf of the Clerk of Court:

Date: 12/16/25

**ARTICLE 11**  
**TERMINATION AND SEVERANCE PAY, BEREAVEMENT PAY, JURY DUTY,**  
**DISABILITY LEAVE AND INJURY PAY.**

**Section 2. Bereavement Pay**

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 work day thereafter. Should a death or burial in the immediate family occur in a city located more than one hundred and 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. **Such additional time shall be charged to the employee's accumulated sick days, but the sick time usage under this section shall have no effect on Article 17, "Bonus 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.

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

E. 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 of funeral pay, three (3) days of funeral pay will be granted upon furnishing of an affidavit to the Clerk setting forth the facts as to the special relationship.

F. 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.

The relationships of aunt, uncle, first cousin, niece or nephew shall not be considered to come into existence on account of the marriage of an employee.

The wife or husband of an employee's spouse's siblings shall not be considered to be a sister-in-law or brother-in-law of the employee.

G. An employee shall be granted funeral pay only after the employee furnishes 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.

**In order for an employee to receive pay under this section, the employee must secure a certificate from the Clerk of Court in which they served on jury to evidence the fact of their having been required to serve.**

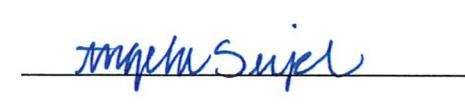
~~Since serving jury duty is considered to be a civic duty, employees who serve on their days off will not be compensated by the Clerk of Court.~~

On Behalf of the Union:


Date: 12/16/25

On Behalf of the Clerk of Court:


Date: 12/16/25

**ARTICLE 17**  
**BONUS DAYS**

A regular full time employee of the Clerk shall be given Bonus Days provided however, that current employees who opt into the sick leave conversion plan in Article 9 shall not be entitled to Bonus Days, and provided the employee has earned sick pay benefits in the previous year, in accordance with the Bonus Day Table set forth below.

**BONUS DAYS CANCELLATION TABLE**

MONTHS WORKED	SICK DAYS TAKEN										
	0	1	2	3	4	5	6	7	8	9	10
12	5	5	5	4½	4	3½	3	2	1	½	0
11	4½	4½	4½	4	3½	3	2½	1½	½	0	
10	4	4	4	3½	3	2½	2	1	0		
9	3½	3½	3½	3	2½	2	1½	½	0		
8	3	3	3	2½	2	1½	1	0			
7	2½	2½	2½	2	1½	1	½	0			
6	2	2	2	1½	1	½	0				
5	1½	1½	1½	1	½	0					
4	1	1	1	½	0						
3	½	½	½	0							

**Sick Hours Taken**

Months Worked	0	8	16	24	32	40	48	56	64	72	80
12	40	40	40	36	32	28	24	16	8	4	0
11	36	36	36	32	28	24	20	12	4	0	
10	32	32	32	28	24	20	16	8	0		
9	28	28	28	24	20	16	12	4	0		
8	24	24	24	20	16	12	8	0			
7	20	20	20	16	12	8	4	0			

6	16	16	16	12	8	4	0
5	12	12	12	8	4	0	
4	8	8	8	4	0		
3	4	4	4	0			

It is agreed that any changes in Bonus Day provisions agreed to by the supervisors in AFSCME Local 2058 shall automatically become a part of this agreement and modify the provisions of this Article.

On Behalf of the Union:

John L. Baker  
James P. Fox  
Donald S. Miller

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

Date: 12/16/25

On Behalf of the Clerk of Court:

William B. Smith  
Angela S. Smith  
Mary  
John

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

Date: 12/16/25

**ARTICLE 19**  
**MISCELLANEOUS**

**Section 8. On Call Compensation**

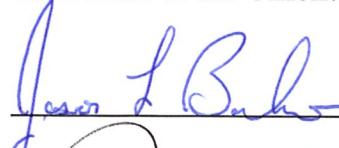
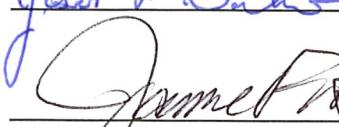
Supervisors required to be on weekend call shall ~~receive seventy-five dollars (\$75.00) for be compensated one (1) hour of overtime for each day of~~ being on such weekend call. ~~or may choose three (3) hours of compensatory time at the straight time rate. However, a supervisor may only choose to receive compensatory time if that supervisor has at that time at least two-hundred (200) hours of accumulated sick time available to the supervisor. The supervisor may choose to take the overtime as payment or compensatory time.~~

The Clerk will attempt first to fill such weekend on call on a voluntary basis. If on call for the weekend cannot be filled by volunteers, employees will be forced on a rotating basis (the first weekend of mandatory would be filled by the least senior supervisor; the second weekend mandatory would be filled by the second least senior supervisor; the third mandatory by the third least senior supervisor and so on. The mandatory list will rotate from bottom to top of the seniority list and then back to the bottom).

Any supervisor called into work on a call weekend shall receive double time their rate of pay in addition to the ~~on-call compensation. seventy-five dollars (\$75.00), or may choose to receive an equivalent amount of compensatory time if the supervisor has at that time at least two-hundred (200) hours of accumulated sick time available to that supervisor.~~

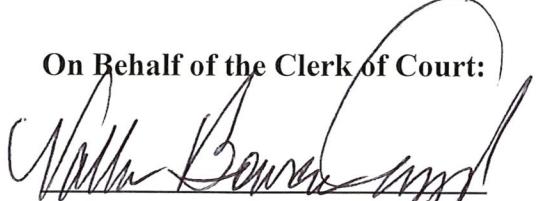
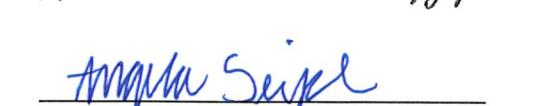
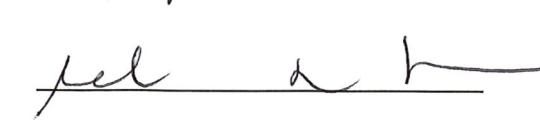
~~If the weekend is extended by a holiday(s) the supervisor shall receive an additional twenty-five dollars (\$25) for each additional day, or may choose to receive an hour of compensatory time at the straight time rate for each day if the supervisor has at that time at least two hundred (200) hours of accumulated sick time available to that supervisor. When a holiday falls in the middle of the week, the supervisor on call the following weekend is responsible for taking the call.~~

On Behalf of the Union:


Date: 12/16/2025

On Behalf of the Clerk of Court:

Date: 12/16/2025

**ARTICLE 25**  
**WAGES****Section 1. Base Annual Wages**

Effective the first full pay period of January 2026, employees shall receive a **four percent (4%)** increase in their base hourly wage. The hourly rate will be \$ 33.569.

Effective the first full pay period of January 2027, employees shall receive a **four percent (4%)** increase in their base hourly wage. The hourly rate will be \$ 34.912.

Effective the first full pay period in January 2028, employees shall receive a **four percent (4%)** increase in their base hourly wage. The hourly rate will be \$ 36.308.

On Behalf of the Union:

James L. Banks  
James L. Banks  
James L. Banks

Date: 12/16/25

On Behalf of the Clerk of Court:

Angela Smith  
Angela Smith  
Angela Smith

Date: 12/16/25

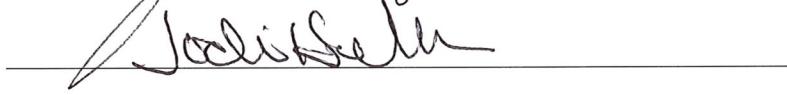
## SIGNATURE PAGE

FOR THE TOLEDO MUNICIPAL CLERK OF COURT



Date: 12/14/25

FOR THE UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL  
IMPLEMENT WORKERS OF AMERICA EMPLOYEES UNION



Date: 12/16/2025