



**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**LUCAS COUNTY COMMISSIONERS**

**AND**

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES**

**TECHNICAL AND SERVICE (T&S) UNIT  
LOCAL 544-03**

**JANUARY 1<sup>ST</sup>, 2025**

**Through**

**DECEMBER 31<sup>ST</sup>, 2027**

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**ARTICLE 1**  
**PREAMBLE**

This Agreement entered into by the Lucas County Commissioners, hereinafter referred to as the “Employer”, and Local 544, American Federation of State, County and Municipal Employees, AFL-CIO, and Ohio Council 8, AFSCME, hereinafter referred to as the “Union”, is enacted for the purpose of achieving better understanding between both parties and to provide for the peaceful adjustment of differences which may arise, and the establishment of benefits through collective bargaining. No grievances will be filed on this Article.

**ARTICLE 2**  
**RECOGNITION**

**SECTION 1 - GENERAL**

The Lucas County Commissioners recognize the Union as the sole and exclusive bargaining agent for all permanent full-time and all permanent part-time employees of the Board of County Commissioners from the following departments:

Lucas County Building Regulations Department

Lucas County Canine Care & Control Department

Lucas County Sanitary Engineer Department  
Sanitary Engineer Division  
Solid Waste Management District Division  
Water Resource Recovery Facility Division

Lucas County Facilities Operations Department  
Vehicle Maintenance Department (not currently in use)

Lucas County Support Services Department

The following supervisory employees are excluded from the bargaining unit: Department Heads, Assistant Department Heads, Maintenance Superintendent, Veterinarian, Canine Care Center Supervisor, Project Engineer, Project Manager, Office Manager, Project Coordinators, and Confidential Secretaries and Supervisors. Confidential Secretaries shall be defined as those individuals, referenced below, who perform personnel or fiscal work for Management. The following positions are the above-referenced confidential secretarial positions and are excluded from the bargaining unit.

Sanitary Engineer:	Administrative Secretary, Utilities Clerk Work Leader
Dog Warden:	Administrative Support Specialist

Under normal circumstances, supervisory employees shall not perform the work of the bargaining unit employees.

## SECTION 2 – NEW POSITIONS

If any positions are established during the term of the Agreement, the Employer and the Union shall meet and negotiate as to whether the position(s) will be included or excluded from the bargaining unit. In the event that the parties are unable to agree that such position(s) should be included or excluded from the bargaining unit, the question(s) shall be submitted to the State Employment Relations Board.

### ARTICLE 3 NONDISCRIMINATION

#### SECTION 1 - NONDISCRIMINATION

The Employer agrees not to discriminate in the hiring of employees. The Union and the Employer agree not to discriminate in the training, upgrading, downgrading, promotion, transfer, layoff, discipline, overtime, discharge, or otherwise because of race, color, creed, national origin, disability, union affiliation, political affiliation, sex, gender, or gender identity, marital status, religion, pregnancy, military/veteran status, genetic information or sexual orientation, or on the basis of any other protected class as identified by federal or state law. An allegation of discrimination does not excuse nonperformance of one's job duties.

#### SECTION 2 – NEUTRALITY

The parties agree not to interfere with the rights of employees to become members of the Union or to do anything to discourage employees from joining the Union, and there shall be no discrimination, harassment, interference or restraint by the parties against any legal employee activity, in any official capacity on behalf of the Union if specifically authorized by this Agreement.

### ARTICLE 4 UNION REPRESENTATION

The employees in the bargaining unit shall have the right to be represented for the purpose of negotiating and administering this Agreement by the following offices:

Building Regulations	One (1) Steward
Canine Care & Control	One (1) Steward
Facilities/Vehicle Maintenance	Two (2) Stewards
Sanitary Engineer Department	Two (2) Water Resource Recovery Facility Stewards (one each will come from and represent Operations and Maintenance)
	One (1) Office, Inspection & Survey Steward
	One (1) Maintenance Steward
	One (1) Solid Waste Management Division Steward

Support Services

Represented by Chief Steward

In addition

One (1) Chief Steward, identical with One Steward position as above

One (1) Chapter Chairperson

There shall be an Alternate Steward for each Steward. The Alternate Steward shall serve in the absence of the regular Steward.

A list of additions and deletions from the bargaining unit will be provided to the Chapter Chairperson once a month. The Union shall have an opportunity to meet with new hires for thirty (30) minutes on work time at a time and date mutually agreed upon by the Union and the Department.

Off-site meetings during working hours for the conduct of Union business will be restricted to attendance by the specific representative from the department in question, plus the Chief Steward and the Chairperson or the Vice Chairperson. Union representatives will be permitted reasonable time to process grievances and conduct other necessary Union business. Union representatives must notify their Supervisor when using this provision in such a manner so as to not interfere with the immediacy of job requirements, unless properly relieved. The Union Local Chairperson and/or Chief Steward shall be permitted reasonable time to conduct Union business in the departments represented by this Agreement. The Chairperson or Chief Steward must notify his Supervisor (not a work leader) and must so arrange the time taken under this provision in such a manner so as to not interfere with the immediacy of job requirements, unless properly relieved. In the event a supervisor is not able to be contacted, only then can the work leader be notified as the representative of the Employer. The work leader is responsible to contact as soon as possible his/her supervisor regarding said off-site union business. It is mandatory that the Stewards, Chief Steward, Chapter Chairperson, or Vice Chapter Chairperson notify their Supervisor or Manager when Union business is to be undertaken on County time. It is also mandatory to inform the supervisor or manager of the general nature of the Union business including location. Abuse of these general provisions can lead to disciplinary actions, but whenever possible, abuses shall first be discussed in a Labor-Management meeting.

The parties to this agreement recognize that an employee's right to union representation shall be in accordance with *In re SERB v. State of Ohio, Bureau of Workers Compensation, et al.*, (SERB 95-023). Current practice of observers in interviews and job audits will continue.

The names of Union representatives will be presented to the representative of the Board of County Commissioners and the Manager of the department in writing. Any changes in representation shall be reported promptly. Any Union member working in a department or division that is a party to this Agreement, or when such department or division does not have a current representative, shall, upon request to his immediate Supervisor, be provided with representation by a Union Committeeman from another department/division within a reasonable period of time. Accredited representatives, whether Local Union representatives, Council representatives or International representatives, shall with due advance notice, and permission granted from the Department Head or his designee, have full and free access to the premises of the Employer during working hours to conduct Union business. Documentation, including personnel records shall only be available for examination after request to the department manager, and a determination that the

documentation in question is appropriate. If an issue of appropriateness is raised it shall be immediately resolved by the Human Resources Department. The official personnel files will be in the Human Resources Department. Documentation shall not be viewed by any Union representative if any individual's legal rights might be violated. Documentation shall be viewed by a Union representative if the employee in question has signed a form authorizing the Union representative to examine said records in that particular situation. No department head or manager shall keep personal files on any employee.

Each year (January to December) the Chapter Chairperson and other union representatives as approved by the Chapter Chairperson will receive collectively a total of twenty-five (25) workdays annually paid to attend conventions and/or seminars (AFSCME, AFL-CIO, etc.). The Chapter Chairman or his designee must give two (2) to three (3) weeks' notice to management for prior approval. If another union official wishes to attend along with the Chapter Chairperson, he/she must have prior management approval and will not be paid for such time off. He/she may use vacation or compensation time or leave without pay. An absenteeism slip must be submitted to management along with documentation of attendance. Management has a right to deny request based on manpower.

## **ARTICLE 5**

### **PROBATIONARY PERIOD**

#### **SECTION 1 –TRAINING PERIOD**

An employee shall be considered as having successfully bid into a new position after satisfactorily completing the position training period. This training period will be in addition to the general probationary period. This section applies to the Canine Care & Control, Facilities, and all divisions under the Sanitary Engineer. The positions included and the duration of the period shall be discussed in a Labor-Management meeting.

#### **SECTION 2- PROBATIONARY PERIOD**

The initial probationary period shall be one hundred-twenty (120) calendar days plus any training period specifically identified for the position. The Employer can terminate an employee in the initial probationary period at any time within the probationary period. An employee has no bidding rights during their initial probationary period. However, an employee serving an initial probationary period may still submit a bid for posted jobs as an indication of interest, and may be considered for the position subject to Article 7.

The probationary period shall be ninety (90) calendar days for promotions, lateral transfers and demotions. The probationary period will be served if the person has not previously held a position in the same classification. The probationary period starts the day an employee actually starts the position. An employee can bid out after sixty (60) calendar days of a lateral transfer or a voluntary demotion. In the case of an involuntary demotion, an employee can bid out after successfully completing nine (9) months of service.

The performance of the initial and promotional probationary employee shall be evaluated at least once during the first sixty (60) calendar days of said period, with union representation, at which time the department head or designee will determine if the employee is clear to go into the overtime rotation. The extension of the probationary period will be at the Employer's discretion. Extensions of probationary periods shall be in writing to the employee and the Union, and shall

not exceed thirty (30) calendar days.

An employee who is involuntarily removed during the probationary period will be returned to his/her former position. Any employee who is displaced by the return of the employee shall be returned to their former position. In the event an employee is unable to meet the minimum qualifications of a position which fall outside of the probationary period, refer to Side Letter A-4.

An employee who wishes to voluntarily return to his/her previous position has the right to return during the first fifteen (15) working days of beginning the new position, including the training period. After the fifteen (15) working days, an employee who wishes to return to his/her previous position must obtain approval from the Department Head to which he/she plans to return. Approval is at the sole discretion of the Department Head, except that no such request will be approved once a successor has been selected.

## **ARTICLE 6** **SENIORITY**

Seniority for the purposes of this Agreement is defined as the length of continuous service in the bargaining unit, hereinafter referenced as Bargaining Unit Seniority, as well as in relation to any of the departments outlined in the Recognition Clause, hereinafter referenced as Departmental Seniority.

The union will be provided a list of bargaining unit seniority and departmental seniority for all of the employees covered by this collective bargaining agreement on a quarterly basis.

### **SECTION 1: BARGAINING UNIT SENIORITY**

Bargaining unit seniority begins the first day of county employment in a position covered by the collective bargaining agreement. Bargaining unit seniority shall be measured in calendar days of employment. A break in service shall only occur by separation of employment. In the event an employee returns following either a disability separation or disability retirement within the allowable time period, the employee shall retain seniority earned prior to the separation, but shall not earn seniority during the time separated.

### **SECTION 2: DEPARTMENTAL SENIORITY**

Seniority as described in this section applies to Article 7, Bidding Procedure. Departmental seniority begins the day an employee is awarded the job within the department. Departmental seniority shall be measured in calendar days of employment. A break in service shall occur upon promotion/lateral transfer/demotion to another department outlined in the Recognition Clause. An employee who returns to his/her former position will not constitute a break in service.

In the event an employee experiences a break in service to a specific department to which he/she is returning to, the employee will not lose the departmental seniority prior to the break in service, but shall not earn departmental seniority during the time spent outside of the department. In the event an employee returns following either a disability separation or disability retirement within the allowable time period, the employee shall retain departmental seniority earned prior to the separation, but shall not earn seniority during the time separated.



Employees who take a position in a department outside of their current department cannot exercise the use of their new departmental seniority for bidding in the new department until the completion of their promotional/lateral/demotional probationary period.

### SECTION 3: LOSS OF SENIORITY

If a bargaining unit employee resigns or retires and is later rehired, the employee shall be considered as a new employee and shall not be credited with their prior service for the purposes of seniority.

## **ARTICLE 7** **BIDDING PROCEDURE**

A. When a vacancy occurs for any reason and management determines to fill the position, or when a new job is created and such job is within the bargaining unit, the job shall be posted for seven (7) consecutive work days in all departments. However, first consideration will be given to bidders in the department where vacancy occurs.

B. The bid posting shall include the classification, job description, location, minimum and maximum pay range, the name of the person to have held the job last, and the last date bids will be accepted.

C. Employees wishing to bid on posted jobs shall submit their bids to the Human Resources Department. Employees bidding on posted jobs must fill out the Bidders Qualification Form with sufficient information and provide supporting documentation of qualifications for the job, in order to be considered for an interview. In the event that supporting documentation is not submitted with the Bidders Qualification Form, then said documentation must be received in the Human Resources Department at least two (2) work days prior to the scheduled interview. Management will consider qualifications of employees, including work record, attendance, disciplinary record, and job qualifications. The job will be awarded to the most senior qualified employee.

D. The interview process will be as follows:

1.) An interview will be granted for up to the 3 most senior qualified bidders, who have met the conditions in C, within the department where the vacancy exists. In the event that there is no bidder or no successful bidder, then step #2 will be followed.

2.) An interview will be granted for all remaining qualified bidders, who have met the conditions in C, within the department where the vacancy exists. In the event that there is no bidder or no successful bidder, then step #3 will be followed.

3.) An interview will be granted for up to the 3 most senior qualified bidders, who have met the conditions in C, within all other departments within T&S. In the event that there is no bidder or no successful bidder, then step #4 will be followed.

4.) An interview will be granted for all remaining qualified bidders, who have met the conditions in C, within all other departments within T&S.

5) In the event there is no bidder or no successful bidder, then the Employer shall interview any employees serving in an initial probationary period within that same department who have met the conditions in C. The Employer may select from this group or proceed to interview external candidates to fill the position. This decision to select or not select an employee serving an initial probationary period is not grievable.

E. Vacated jobs which are to be filled shall be posted no later than seven (7) consecutive days after the decision to fill is made. Within seven (7) work days after bid is removed from posting, interview(s) will take place. The successful bidder has three (3) work days in which to decide to accept the position once notified in writing by Human Resources of the recommendation. A successful bidder will assume the duties of the job no later than ten (10) working days after the interview(s). Where the successful bidder is moved to his new position within the ten (10) working days, pay shall start the effective date the employee starts the new position. Where the employee is not moved within the ten (10) working days, pay shall start on the 10<sup>th</sup> day. Unusual circumstances or staffing needs may require an extension of the ten (10) working days limit. When an extension is necessary, the Employer shall notify the Chapter Chairperson, in writing, of the reasons for the extension. In no case will the extension go beyond sixty (60) calendar days. In the case of a promotion, the employee who was selected to fill the position shall earn the higher rate of pay during the extension.

F. A copy of the posting will be given to the Chapter Chairperson or Chief Steward, who will also be informed of those who bid and who was ultimately awarded the job.

G. For promotions within a department, the Employer shall use departmental seniority rather than bargaining unit seniority. Water Resource Recovery Facility, Sanitary Engineer, and Solid Waste are the same department. For promotions within the Support Services department, the Employer will use department hire date rather than bargaining unit seniority.

H. The Employer reserves the right to alter work schedules and shifts for reasons of efficiency or financial constraints. The changes will only be implemented after negotiations with the Union.

I. If an employee successfully bids on a demotion, he/she shall be placed on whatever step is closest to his current rate of pay.

J. Ties in seniority shall be broken by the date and time stamp on the employee's initial application for employment. If there is no date or time stamp, or the date or time stamp are identical, then ties in seniority shall be broken by the flip of a coin.

K. In the event a vacancy occurs in a shift position or a position with different days/hours of work for an operator/trainee at the Water Resource Recovery Facility, Facilities, a driver at Solid Waste, or a Canine Care Technician or Clerk/Dispatcher I or II at Canine Care & Control, or such a position is created, current employees in the same classification in the department shall have the first opportunity to fill the position.

L. In the event an employee is on vacation or on another approved leave of absence, the Union Steward may, at the employee's request, submit a bid on behalf of the employee.

M. The County agrees that in order to improve moral, promote incentive, and utilize

special skills, career ladders providing for the upward movement in the County structure will be established whenever possible. Plans for implementation of this provision shall be developed through the Labor/Management meetings.

N. The Employer reserves the right to create new positions. Current employees may bid on said positions.

O. If during reorganization, new positions are created, the jobs must be bid.

P. Should the Employer decide not to fill a vacancy, the Union shall be informed of the Employer's decision by the Human Resources Department, and upon request of the Union, the parties shall meet to discuss such vacancy.

## **ARTICLE 8**

### **SAFETY AND HEALTH**

The parties recognize a mutual obligation under Ohio's OSHA/PERRP statute. Both parties to this Agreement recognize their responsibility for the establishment of safe working practices. They agree that the enforcement of safety rules are a mutual responsibility. If an employee believes that his or her working conditions are unsafe, or that an unsafe condition exists, it will be reported immediately, and that person shall have the opportunity to file a grievance. No piece of equipment shall be operated that is not in safe operating condition. Equipment that is determined to be unsafe by an operator who is assigned shall be reported to the Supervisor immediately, who will determine safety prior to resuming operating equipment. Before resuming operations, the Supervisor shall inform the Steward of the complaint and condition of the equipment, or in the absence of the Steward may resume operations, but shall notify the Steward, in writing, of the defect and disposition.

A Safety Committee composed of the Union and the Employer shall be established and shall meet to discuss safety and health issues. Unresolved issues may be submitted through the grievance procedure.

The Employer shall pay for all job-related vaccinations and immunizations.

## **ARTICLE 9**

### **LABOR-MANAGEMENT MEETINGS**

Labor-Management meetings shall be held upon request of either party to discuss pending problems and/or matters of mutual concern. Such meetings shall be convened when possible no later than five (5) workdays after the request to meet had been made.

The Union may have representatives from the affected department present, in addition to the Chapter Chairperson, Chief Steward, and the Union Staff Representative. Upon mutual agreement, additional representatives may attend.

Agreements reached through Labor-Management Meetings shall be implemented as quickly as possible by both parties.

The parties recognize that the Labor Management meeting process is not an extension of any required collective bargaining process.

**ARTICLE 10**  
**MANAGEMENT RIGHTS**

**SECTION 1. MANAGEMENT RIGHTS**

The Union recognizes and accepts the right and authority of the County Commissioners to determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as:

- A. To determine the functions and programs of the County;
- B. To determine the standards of services to be delivered;
- C. To determine the overall budget;
- D. To determine how technology may be utilized to improve the County's operations;
- E. To determine the County's organizational structure;
- F. To direct, supervise, evaluate or hire employees;
- G. To maintain and improve the efficiency and effectiveness of the County's operations;
- H. To determine the overall methods, process, means or personnel by which the County's operations are to be conducted;
- I. To suspend, discipline, demote or discharge for just cause, lay off, transfer, assign, schedule, promote or retain employees;
- J. To determine the adequacy of the work effort.
- K. To determine the overall mission of the County as a unit of government.
- L. To effectively manage the work force; and
- M. To take action necessary to carry out the mission of the County as a governmental unit.

**SECTION 2.**

All other rights not expressly restricted by this contract are retained by Management.

If either party is required to negotiate during the term of this Agreement, the Employer can implement a last and best offer after a reasonable period of negotiations.

## **ARTICLE 11**

### **JOB DESCRIPTION**

All employees shall be provided with an accurate description of their job. In the event that an employee is unable to meet the minimum qualifications of a position which fall outside of the probationary period, refer to Side Letter A-4. Job descriptions shall be reviewed and updated as required. An employee's job duties shall be substantially in compliance with their job description. Updates of existing job descriptions shall be established through the Labor-Management meeting process. Job duties will ultimately be determined by the Employer. The Employer will not change job duties or qualifications for arbitrary or capricious reasons.

The purpose of a Job Audit is solely to determine if an employee is working within classification. Issues of pay, as it relates to job classification, will be referred to a Labor-Management Meeting.

#### **JOB AUDIT PROCEDURE**

- 1) Employee
  - Written request to Department Head
  - Department Head gives questionnaire
  - Department Head may attempt to resolve
- 2) Department Head
  - If disagrees
  - Send to Human Resources Department within ten (10) workdays of receipt of request.
- 3) Human Resources Department
  - Within five (5) work days of receipt of request, send questionnaire (if not submitted).
- 4) Employee
  - Within ten (10) work days of receipt of questionnaire, complete and return to Human Resources Department.
- 5) Human Resources Department
  - Within sixty (60) work days of receipt of completed questionnaire, sit down with employee. The steward will sit in as an observer, complete audit.
- 6) There will be a Labor-Management meeting before the recommendation goes to the Commissioners.
- 7) Audits not completed within one-hundred twenty (120) days may be referred to Mediation by either party.
- 8) Questions of Job Audit shall be resolved under this Article. Job Audit requests cannot be made to any external agency including DAS.
- 9) The Employer will notify the Chapter Chairman when a job audit is requested. The Employer will provide the name of the employee requesting the audit, classification and department.

- 10) The effective date and retro will be 90 days from the date the audit was stamped “received” in Human Resources or when it is approved by the Commissioners, whichever is earlier.

If a job audit results in a lower classification, the current employee would remain in their current classification at the same pay. When the position becomes vacant, the Employer can reclassify the position.

## **ARTICLE 12**

### **DISCIPLINARY ACTION**

An employee may be disciplined for reasons outlined in Section 124.34 of the Ohio Revised Code, or for other just and reasonable cause. An employee of the bargaining unit may be charged with incompetency, inefficiency, unsatisfactory performance, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, failure of good behavior, neglect of duty, failure to follow established procedures, tardiness and excessive use/abuse of sick leave, conviction of a felony, misfeasance, malfeasance, or nonfeasance. An individual guilty of said charges shall be subject to immediate disciplinary action up to and including dismissal.

An employee will be put on notice of unacceptable actions or behaviors before any disciplinary steps are imposed. The parties acknowledge and agree that not all offenses require such notice prior to discipline because certain offenses are of a nature, including but not limited to the seriousness of the offense, that a reasonable employee should be expected to know this conduct is improper and punishable, up to and including discharge.

The parties agree that disciplinary action shall be progressive and corrective. Progressive discipline measures may, depending on the seriousness of the offense, skip or repeat steps in the disciplinary procedures.

The following disciplinary procedures shall be adhered to:

- |                      |   |
|----------------------|---|
| 1 <sup>st</sup> Step | Verbal Reprimand: Notification to the employee, steward, and union chairperson, or designee, and a copy to be placed in the personnel file.   |
| 2 <sup>nd</sup> Step | Written Reprimand: Notification to the employee, steward, and union chairperson, or designee, and a copy to be placed in the personnel file.  |
| 3 <sup>rd</sup> Step | 1 Day Suspension (either paid, unpaid, or combination thereof) depending on the degree of violation. Notification shall be in writing to the employee with a copy to be given to the steward, and union chairperson, or designee, and a copy to be placed in the personnel file.  |
| 4 <sup>th</sup> Step | 5 Day Suspension (either paid, unpaid, or combination thereof) depending on the degree of violation. Notification shall be in writing to the employee with a copy to be given to the steward, and union chairperson, or designee, and a copy to be placed in the personnel file.  |
| 5 <sup>th</sup> Step | 10 Day Suspension (either paid, unpaid, or combination thereof) depending on the degree of violation. Notification shall be in writing to the employee with a copy to be given to the steward, and union chairperson, or designee, and a copy to be placed in the personnel file. |

- 6<sup>th</sup> Step      15 Day Suspension (either paid, unpaid, or combination thereof) depending on the degree of violation. Notification shall be in writing to the employee with a copy to be given to the steward, and union chairperson, or designee, and a copy to be placed in the personnel file.
- 7<sup>th</sup> Step      30 Day Suspension (either paid, unpaid, or combination thereof) depending on the degree of violation. Notification shall be in writing to the employee with a copy to be given to the steward, and union chairperson, or designee, and a copy to be placed in the personnel file.
- 8<sup>th</sup> Step      Dismissal Procedure: with hearing as set forth below

When an employee is to be disciplined, the charges shall be reduced to writing. The charges shall be given to the employee, Steward, and the Chapter Chairperson within five (5) workdays of the Human Resources Department's knowledge of the incident.

Immediately following the Human Resources Department submission of the written charges of a proposed discipline to the employee and the Chapter Chairperson, the Union and the Human Resources Department shall have informal discussion as to the charges. If the matter is not mutually agreed upon, then the Union has five days from the receipt of the written charges to request a pre-disciplinary meeting.

If the disciplinary action being considered is a suspension of ten (10) days or less, the pre-disciplinary meeting will be before the Department Director. This meeting shall occur within fifteen (15) days of the request by the union. All time lines can be extended by mutual agreement. The meeting shall serve to allow the affected employee and the Union to present its side of the issue(s) before any recommendations regarding any potential discipline are sent forward by the Department Director to the County Administrator, who will impose disciplinary action, if any.

If the disciplinary action being considered is a suspension of greater than ten (10) days, a demotion or removal, then the pre-disciplinary meeting will be held before a panel that includes the County Administrator, Deputy County Administrator, and the Director of the County Personnel Department. This meeting shall occur within fifteen (15) days of the request by the union. All time lines can be extended by mutual agreement. The meeting shall serve to allow the affected employee and the Union to present its side of the issue(s) before the panel determines what disciplinary action will be imposed, if any.

An employee shall have the right to appeal disciplinary action through the grievance procedure. When filing a grievance, the grievance shall be submitted to the next level of supervision from which the discipline was imposed.

Whenever possible, the Employer shall make a good-faith effort to have a Union representative present when taking disciplinary action against an employee.

When it is necessary to discipline an employee, it shall be done in private, in a manner that will not cause embarrassment to the employee.

Verbal and written reprimands shall cease to have force and effect twelve (12) months from

the date of incident, providing no intervening discipline has occurred. Records of suspensions or reductions shall cease to have force and effect twenty-four (24) months from the date of the incident, providing no intervening discipline has occurred. The records shall be maintained as part of his/her employee records. This time frame will be extended for periods when the employee is in a non-work status for greater than fifteen (15) consecutive workdays.

### **ARTICLE 13** **COUNSELING**

Counseling is not a form of discipline. When it becomes necessary to counsel an employee, it shall be done in private, in a manner that will not cause embarrassment to the employee. Counseling is intended to be used as a corrective measure, and should be used to call attention to proper procedures, performance and expectations. During the counseling, the employee will be given clear expectations and possible consequences.

Counseling records shall cease to have effect after one (1) year from their issuance, providing no intervening counseling has occurred. This time frame will be extended for periods when the employee is in a non-work status for greater than fifteen (15) consecutive workdays.

Employees may submit comments to be attached to the counseling record.

If requested by the employee, the steward shall be present and participate as needed at counseling sessions, and the employee and the steward will be given a copy of all counseling records.

The only issue that is grievable under this article is whether or not the actual counseling was done in a manner that did not cause embarrassment to the employee.

### **ARTICLE 14** **SUBCONTRACTING**

The Employer can subcontract provided such subcontracting does not directly result in the layoff of bargaining unit employees.

The parties agree that this Article shall not be used to inhibit the growth of the bargaining unit. Except for emergencies, the Employer will contact the Union Steward for input before any decision to subcontract regarding work. However, input is not required for tasks outside the bargaining unit job descriptions. The Union will be notified before any subcontracting occurs except in an emergency. In an emergency, the Union will be notified within five (5) workdays after the job starts.

### **ARTICLE 15** **MILITARY LEAVE**

Ohio Revised Code 5923 shall control in regard to military leave for bargaining unit employees.

A County employee is not entitled to earn vacation or sick leave credit during the period of a military leave of absence in excess of thirty-one (31) calendar days.



**ARTICLE 16**  
**LEAVE OF ABSENCE**

**SECTION 1. UNPAID LEAVE OF ABSENCE**

Under certain conditions, an Employee may be granted one of the following types of unpaid leaves with the right to return to employment:

- A. Leave for reasons other than illness, or duration of no more than twelve (12) months (personal leave).
- B. An unpaid leave due to illness of duration of no more than twelve (12) months (medical leave).
- C. Leaves for any purposes under 16 (A) and/or 16 (B) can only be for a cumulative time period of twelve (12) months within any twenty-four (24) month period unless the leave would otherwise qualify for FMLA leave.
- D. A leave for pregnancy and/or child care of duration of no more than twelve (12) consecutive months (maternity leave).
- E. An unpaid leave due to illness for a cumulative time period of six (6) months during any twenty-four (24) month period (disability separation). If the Employer determines that an employee is unable to perform the essential duties of his position and proposes to disability separate such employee (voluntarily or involuntarily), such separation shall be in accordance with the disability separation section of the Ohio Administrative Code. The Employer shall not disability separate an employee while he/she is on an approved leave of absence for any of the reasons provided in this article.
- F. A disability retirement through the Ohio Public Employee's retirement System (OPERS).
- G. A Leave of Absence under the Family and Medical Leave Act (F.M.L.A.). Such leave will be in accordance with the Commissioner's Family and Medical Leave Policy and may, if appropriate, run concurrently with one of the unpaid leaves listed above. (For example, if an employee is on leave for one of the above-listed reasons, and the leave is otherwise FMLA qualifying, then the first twelve (12) weeks of leave shall be considered FMLA leave; the employee would then be eligible to apply to the Board of Lucas County Commissioners for an unpaid leave for the balance of the twelve (12) months available under this article.)

**SECTION 2. REQUESTING UNPAID LEAVES**

All unpaid leaves shall be requested through the normal chain of command on the prescribed format in advance, unless required by an emergency situation.

- A. Personal leave requests must state in satisfactory detail the employee's reasons for requesting leave.
- B. Maternity leaves should be requested thirty (30) days in advance (if possible) and

be supported by medical documentation, including estimated dates of delivery and recovery from childbirth.

C. Medical and disability leave requests must be supported by submission by the employee of an Employee Medical Report obtained from the Employer, and adequately completed by the employee's physician. In cases of medical emergency, the leave request and the Employee Medical Report are to be furnished by the Employee no later than seven (7) calendar days following the need for leave.

1. In the event that the Employee is known to be incapacitated, his supervisor shall assist him in initiating a necessary leave request;
2. All required medical documentation must be secured from appropriate, licensed medical practitioners.
3. Disability retirements must be approved by OPERS.

### SECTION 3. RETURN FROM LEAVE

An Employee who is granted a leave must either return at the expiration of leave or request an extension if he has not already used the maximum allowable leave time.

A. An Employee wishing to return to work prior to the expiration of his requested leave shall give two weeks notice of his intent in the event that his position is temporarily encumbered.

B. Employee on medical leave shall present a "Release to Return to Employment" signed by an appropriate medical practitioner upon his return to work or with his notice of intent to return early.

C. An Employee may make a written request to the Employer for reinstatement from a disability separation, which request shall be accompanied by substantial, credible medical evidence that the employee is once again capable of performing the essential portions of the employee's job duties and which request shall be made no later than two (2) years following a disability separation or leave of absence followed by disability separation. If no position appropriate to his medical capabilities exists in the agency, he shall be laid off.

D. An employee on OPERS Disability Retirement may make a written request to the Employer for reinstatement, which request shall be accompanied by credible medical evidence supplied by a licensed practitioner appointed by the Public Employees Retirement Board that he is once again capable of performing the essential functions of his position, and which request shall be made no more than five (5) years following disability retirement or leave of absence followed by disability separation and application for reinstatement shall not be filed after the date of service eligibility retirement.

## **ARTICLE 17**

### **GRIEVANCE PROCEDURE**

The Employer and the Union shall constantly strive to minimize cause for grievances. Therefore, to establish an effective method for fair, expeditious, and orderly adjustment of grievances, the following procedure is established:

A grievance is a complaint concerning a violation or noncompliance with the terms of this Agreement. All grievances must be commenced within five (5) actual working days after the union's knowledge of the occurrence or the events given rise to the level of a grievance. Any other dispute may be referred to the Labor-Management meeting.

STEP ONE: Employees having a grievance will see the immediate Supervisor who will promptly send for the Union Steward within the Department. The employee and Steward will discuss the grievance with the Supervisor who will make every reasonable effort to effect a settlement in accordance with the provisions of this Agreement.

STEP TWO: If the grievance cannot be settled by the method outlined above, it shall be put in writing and within five (5) working days after discussing the matter with the Supervisor, it shall be submitted to the Supervisor or Department Head. The Supervisor or Department Head will answer the grievance in writing within five (5) working days and return the answered grievance to the Union Steward.

STEP THREE: The parties may utilize grievance mediation with mutual agreement after Step 2 of the grievance procedure is completed. The parties agree to use the services of the Federal Mediation and Conciliation Service (FMCS), the State Employment Relations Board (SERB), or other mutually agreed upon mediation services. Notices of mediation requests are to be signed by both parties and forwarded to the mediator by the moving party. Should the availability of a mediator unnecessarily delay the processing of a grievance, in the opinion of either party, either party may withdraw its' consent to mediation by notifying the other party in writing. The grievance may then proceed to the next step.

STEP FOUR: If the grievance remains unsettled after going through Step 2, it may be submitted by an Officer of the Union or a Union Staff Representative to the Human Resources Department within five (5) working days after the Step 2 answer. A hearing with the Board of County Commissioners will be held monthly. All grievances submitted by the Union before the previous month's deadline will be heard. The deadline is the third Friday of the previous month, but may be extended by mutual agreement by the parties. The holding of a hearing will not delay the written answer unless an extension of time is agreed upon by the parties. The Board of County Commissioners shall render a written decision no later than seven (7) working days after a grievance hearing before the County Commissioners.

BINDING ARBITRATION: Grievances under this contract may be submitted to binding arbitration at the request of either party. Verbal and written warnings will be excluded from binding arbitration.

A. If the parties cannot agree on an arbitrator, the Federal Mediation and Conciliation Service shall be requested to provide a list of five (5) arbitrators.

1. Alternately, one (1) name shall be struck from the list until one (1) name remains

and that person shall be the arbitrator.

2. The right to strike the first name shall be determined by lot.

B. The fees and expenses of the arbitrator shall be shared equally between the two parties.

1. Employees called as witnesses by either party shall receive their regular rate of pay while attending such hearing.

2. All other expenses for witnesses or otherwise shall be borne by the party incurring the cost.

C. The arbitrator shall schedule a hearing date as promptly as possible. The decision of the arbitrator shall conform with Ohio Civil Service and other applicable laws, and shall be binding upon both parties.

1. The arbitrator shall not be empowered to rule contrary, to amend, add to or eliminate any of the provisions of this Agreement. Nor shall the arbitrator rule in such a way as to be contrary to the legal duties of the Board of County Commissioners.

## **ARTICLE 18**

### **LAYOFF PROCEDURE**

#### **SECTION 1. CONTROLLING LAYOFF LANGUAGE:**

Per the Batavia court case, the parties agree that this is the only layoff procedure that pertains to employees covered by this collective bargaining agreement.

#### **SECTION 2. AUTHORITY FOR LAYOFFS:**

There are three (3) basis for layoffs: lack of work, lack of funds, reorganization or abolishment of position(s).

#### **SECTION 3. ORDER OF LAYOFF:**

Within the affected department, the order of layoff shall be temporary, intermittent, seasonal, part-time, and full-time, within the affected classification.

#### **SECTION 4. DEFINITIONS**

Seniority for this Article shall be defined as bargaining unit seniority.

A bargaining unit employee is considered “displaced” when his/her position has been abolished and he/she chooses to exercise his/her rights to bump another bargaining unit employee OR the employee’s position has not been abolished but he/she is bumped from his/her position by another bargaining unit employee, and he/she then chooses to exercise his/her rights to bump. A “displaced” employee remains employed by bumping into another position, and does not separate employment.

A bargaining unit employee is considered “laid off” when his/her position has been abolished and he/she either doesn’t have bumping rights or chooses not to exercise any such rights, as well as if he/she has been bumped from his/her former position by another bargaining unit employee and either doesn’t have any bumping rights or chooses not to exercise any such rights. A “laid off” employee is separated from employment.

## SECTION 5. UNION NOTICE

The Union shall be notified thirty (30) days in advance of an impending layoff. The Employer and the Union shall discuss matters related to the layoff.

## SECTION 6. LAYOFF NOTICES AND LISTS:

The Employer shall post for inspection in a “conspicuous and public place” in all departments a list of all employees whose positions have been abolished at least five (5) calendar days before employee notices are sent out. Such list shall include the employee’s name, classification, bargaining unit seniority and reason for layoff. Such list shall remain posted until the recall list is established.

In the notice to the individual employees, the following information must be included:

- A. Reason for layoff or displacement.
- B. The employee’s bargaining unit seniority.
- C. A statement advising the employee of his or her right to displace another employee and the length of time within which the employee may displace (bump) another employee. Each employee will be provided five calendar days to exercise his or her right to bump.
- D. A statement advising the employee of his or her rights to reinstatement or re-employment, if the employee does not have any bumping options or elects layoff in lieu of bumping.

It must be stressed that all four points must be detailed in the letter of notification. If even one is not included, the layoff is defective. Grievances under this Article will be submitted to Step 3 of the Grievance Procedure.

At the conclusion of the layoff and any subsequent bumping, the Employer will provide to the Union a recall list of all those employees who were laid off and/or who displaced into an equal or lesser position through the bumping procedure, including the effective date of the layoff/displacement, the position laid off/displaced from, and the reinstatement period.

## SECTION 7. BUMPING PROCEDURE

An employee designated for layoff shall have the right to displace (“bump”) another employee, or he/she may elect layoff in lieu of displacing another employee, as follows:

- A. An employee designated for layoff may bump a less senior employee with the least bargaining unit seniority in his/her same classification from any of the departments recognized in Article 2, as long as conditions 1, 2, and 3 of D below are met.

B. An employee designated for layoff may bump a less senior employee with the least bargaining unit seniority in a classification in his/her same pay range from any of the departments recognized in Article 2, as long as conditions 1, 2, and 3 of D below are met.

C. An employee designated for layoff may bump a less senior employee with the least bargaining unit seniority in a classification of a lower pay range from any departments recognized in Article 2, as long as conditions 1, 2, and 3 of D below are met.

D. An employee can move back to a position which he held within the last 3 years if the following conditions are met:

1. The position is to be filled despite the layoff.

2. The individual holds the minimum qualifications for the specific position. In those positions for which there are two levels of minimum qualifications, with the progression from a "I" to a "II" based on the completion of a course or the obtainment of a license, then all coursework or licensure requirements must be met in order to bump the "II".

3. The employee can immediately assume the position with minimal training. Minimal training is defined as training that can be accomplished in thirty (30) or less workdays (or the equivalent of 240 work hours) to the satisfaction of management. Disqualifications due to dissatisfaction by management with minimal training can be grieved directly to step three (3) of the grievance procedure. It cannot be appealed to arbitration nor to any outside administrative policy or court of appropriate jurisdiction.

4. The employee bumping backward to a previous position must have more bargaining unit seniority than the person being bumped.

5. Employees who voluntarily took a demotion within the last 18 months can exercise their rights under this proposal. Involuntary demotions are excluded from this proposal.

E. Non-bargaining unit employees cannot bump into the bargaining unit.

F. Employees disqualified under 3 of D in Section 7 will go back on the layoff list. An employee disqualified under this section shall have the right to displace another employee following the bumping procedure; however, he/she shall be restricted from displacing an employee from the same classification from which he/she was found unsatisfactory.

G. The bumping procedure shall be repeated until all employees who have received a notice either don't have any bumping options and are forced into layoff, or elect layoff, in lieu of displacing another employee. Once it has been determined who the laid off employees will be, and what positions the displaced employees will accept, the Employer will send out a notice to all affected employees, that will make all moves and layoffs effective on the same date, which will provide at least fourteen (14) calendar days notice.

## SECTION 8. REINSTATEMENT RIGHTS:

Employees who are laid off retain reinstatement rights for two years.

When an employee is laid off, the employee is automatically placed on the recall list for the position from he or she was laid off from, and shall declare those additional positions for which recall will be accepted, provided that 1, 2, and 3 of D in Section 7 are met. Employees qualified for openings shall be recalled according to seniority based on the recall list they submit prior to layoff, beginning with the most senior qualified laid off employee.

No person on the recall list may be recalled to a position in a classification higher than the one he or she was laid off from.

When an employee is displaced from his/her position and accepts another position, the employee shall only be recalled to his/her former position, but may as a current employee, bid on any other positions as posted internally.

If a recall list exists, the parties to this collective bargaining agreement may not hire, promote, or transfer in the classification or classification series of layoff until all persons on the recall list are either reinstated or decline reinstatement in writing. Neither may they hire anyone to the temporary, seasonal, part-time or intermittent position in the classification series of layoff until all laid off and displaced employees have been offered a position or declined reinstatement in writing. Additionally, the parties agree that laid off employees shall not have bidding rights to posted promotional opportunities at the same time as current employees; however, if a position becomes available that is not filled internally through the bidding process, and to which there is not a laid off employee eligible for recall to the position, then prior to external recruitment, the Employer shall utilize the recall list and offer the available position to qualified laid off employees, in order of bargaining unit seniority.

Laid off employees who are reinstated are not required to serve a probationary period unless they were in the probationary status when they were laid off.

Laid off employees who are reinstated will be placed at the range and step of the recalled position which is closest to, but not exceeding, their former rate of pay. In the event an employee is recalled to a range and step that he or she was previously assigned that is other than the maximum step, the employee shall be credited with their prior service in that step in the calculation towards the next step increase.

If a laid off employee has been reinstated within thirty days of the date of layoff, it shall be considered that there has been no break in service.

## SECTION 9. REMOVAL FROM RECALL LISTS:

If a laid off employee is offered reinstatement to the same classification from which he or she was laid off, that employee is removed from the recall list by either accepting or rejecting the reinstatement offer. There are two exceptions to this: if the employee is offered a different type of employment (intermittent, part-time, seasonal, full-time, temporary) than that which they were serving, they may reject the reappointment and still remain on the recall list. This is also true in the case of hardships; an employee may decline an appointment, and still remain on the recall list, i.e., eligible for reappointment.

A laid off employee who declines reinstatement at a lower classification than that previously held may also remain on the recall list. A laid off employee who severs employment through a retirement or resignation following the effective date of layoff yet within the reinstatement period is removed from the recall list.

#### SECTION 10. ADJUSTED SENIORITY

Laid off employees who are reinstated in accordance with these provisions shall retain all previously accumulated seniority, but shall not earn seniority during the time period separated.

#### SECTION 11. LAYOFF DURING LEAVE:

If an employee is laid off during sick leave, vacation leave, maternity leave, disability leave, military leave, FMLA or any other leave of absence, they are considered the same as any other employee, except that an employee on sick leave or on FMLA at the time of layoff shall be continued on sick leave or on FMLA and the effective date of the layoff shall not be until it is exhausted or the employee is able to return to work, whichever occurs first.

#### SECTION 12. LAYOFF IN LIEU OF DISPLACEMENT

An employee who has been designated for layoff may accept layoff rather than exercise his displacement rights. The exercise of such option shall not cause the Employer to prejudice the employee's rights to unemployment benefits or recall.

#### SECTION 13. TIES IN SENIORITY

Ties in seniority shall be broken by the date and time stamp on the employee's initial application for employment. If there is no date or time stamp, or the date and time stamp are identical, then ties in seniority shall be broken by a flip of a coin.

### **ARTICLE 19** **MISCELLANEOUS PROVISIONS**

#### **A. CANINE CARE AND CONTROL**

SECTION 1. DEPARTMENT TELEPHONE: It is understood that employees will be authorized to use the department telephone when an emergency situation exists.

SECTION 2. Effective 4-1-85, except in emergency conditions, standby service will be provided by bargaining unit members only.

SECTION 3. Effective 4-1-85, standby duty will be determined by seniority.

SECTION 4. When the County requires employees to be on emergency rotation, then the employees shall be compensated for emergency rotation in accordance with the following:

\$40.00/day - Monday through Friday (4:00 P.M. to 8:00 A.M.)

\$50.00/day - Saturday and Sunday



\$60.00/day - Holidays

Officers shall be paid a minimum of four hours at the appropriate overtime rate when called out in an emergency. Employees may voluntarily agree to exchange emergency rotation days provided the change is made in writing two (2) days in advance.

#### SECTION 5. EMERGENCY STANDBY

- a. Program only in effect if contract with outside agency in effect to cover costs.
- b. On-duty Officers shall provide service to the public in the official uniform that clearly identifies him as a Lucas County Canine Care & Control Officer. Further, the on-duty Officer shall remain close enough to home so as to provide the necessary emergency service.

SECTION 6. Each Officer will be provided a twenty-dollar (\$20.00) per month stipend to use their personal cell phone to conduct County business; by the end of 2022, each Officer will be provided with a County-issued cell phone in lieu of the monthly stipend. Each Officer who receives the stipend will provide their personal cell phone number to the Employer.

SECTION 7. Volunteers will be assigned to and monitored by Management in the performance of the following functions: taking photographs of adoptable or transferable dogs; posting photographs and descriptions of dogs on Petfinder.com; folding and/or sorting newspapers to place in cages; preparing enrichment toys; examining donated bedding for use in dog kennels; walking dogs housed in adoption area; training/interacting with dogs in adoption area; participating with adoptable or transferable dogs in training program (i.e. teaching commands such as shake, sit, etc.); brushing dogs housed in adoption area; performing adoption counseling and assistance (i.e. dog matching with potential owners); making adoption follow-up calls; assisting with off-site adoption events; bathing dogs; and clean up and disposal of dog feces when it occurs outside of the building.

#### SECTION 8. Premium Day

For staff on schedules other than Monday through Friday, the premium day shall be the second day off in the workweek.

### **B. SANITARY ENGINEER**

SECTION 1. Inspectors will not be required to use their personal automobiles on County business. In the event a County car is unavailable, there is to be mutual agreement between the Inspector and the Sanitary Engineer before using a personal vehicle. Mileage reimbursement is applicable in accordance with the County Commissioners' Mileage Reimbursement policy.

SECTION 2. Supervisor may operate equipment in case of emergency. The Supervisor shall notify the Chapter Chairperson in writing within forty-eight (48) hours of the emergency, explaining the circumstances of the emergency.

SECTION 3. Crew leader positions will rotate, one each week, as the "On Call" crew leader.

Each week served "On Call" will be compensated in the following manner:

\$40.00/day -4:00 P.M. Monday to 7:30 A.M. Saturday  
\$50.00/day- 7:30 A.M. Saturday to 7:30 A.M. Monday  
\$60.00/day- Holidays

Weekly assignments will be from 4:00 P.M. Friday to 7:30 A.M. the next Friday. Crew leader assigned to that week must be available to receive calls from answering service and to respond to the call-out unless there is a documented emergency or a trade that has been reported to the Sanitary Engineer or his designee.

Management will notify the answering service each week as to who is the crew leader “on call” for the week. Management will also notify the answering service of any trades. The answering service will be instructed to call that person for a first response. In the event the “on call” crew leader cannot be reached or cannot respond due to an emergency, the answering service will call the next crew leader in rotation and then the last crew leader in rotation. The answering service will be instructed to keep records of which crew leader was called, including dates and response.

#### SECTION 4. Work Schedule

The current work schedule for the Solid Waste Division shall be maintained. If the Employer changes the schedule for programmatic reasons, said changes shall only occur after discussion with the Union.

#### SECTION 5. Premium Day- Water Resource and Recovery Plant

For Water Resource Recovery Facility Operators or Trainees on schedules other than Monday through Friday, the premium day shall be the second day off in the workweek.

### **C. FACILITIES OPERATIONS**

SECTION 1. The Employer will provide cell phones for Facilities employees as determined by the employer. Issues that arise from this Section will be deferred to a Labor Management meeting.

SECTION 2. A department steward will have adequate time to investigate proposed subcontracting, including capital improvements, subject to Article 14.

SECTION 3. The Employer agrees to train Building Technicians on individual buildings, assignments, and equipment.

### **D. VEHICLE MAINTENANCE**

SECTION 1. A clean-up area will be provided for Vehicle Maintenance.

SECTION 2. The Employer will provide impact/vibration gloves for all employees and replace as needed based on job function, as determined by the safety committee in consultation with management.

## **ARTICLE 20**

### **UNIFORMS**

The County will purchase or rent uniforms for employees in operations where uniforms are currently required. If an employee interacts in any way with the public, he must wear the required uniform. If the manager or supervisor determines that an employee must wear a uniform, then the employee must wear said uniform. However, the parties are expected to be reasonable in the application of this standard. Employees required to wear uniforms will be provided a daily change. All uniforms and work gear will remain county property, and shall transfer with the employee as a new position requires. Issues that arise from this Article will be deferred to a Labor-Management meeting.

Identification badges, with photograph, will be provided by the County and will be available where the employee provides services or in any way interacts with the public.

#### **SECTION 1 UNIFORM PROVISIONS**

**CANINE CARE AND CONTROL:** The Employer will provide each employee with a standard uniform and rain gear. The Employer further agrees to dry clean the Officer's all-weather jackets not to exceed twice (2x) annually. The Canine Care & Control Department shall maintain a complete list of uniform and equipment items. Each Officer will replace lost uniform items upon second loss of same item within a twelve (12) month period. Authorized uniform items that are lost or damaged while attempting to seize or pursue, will be replaced or repaired at department expense.

**SUPPORT SERVICES:** Mailroom employees will be provided with two (2) lab coats yearly. The employee is responsible for cleaning. Additional lab coat(s) shall be provided for floaters.

#### **SECTION 2. INCLEMENT WEATHER GEAR**

The County will furnish inclement weather gear to employees when their duty must be performed outside in inclement weather. These items will remain county property.

## **ARTICLE 21**

### **SAFETY SHOES**

The County will provide or reimburse employees annually for the purchase of safety shoes based on job function, as determined by the safety committee in consultation with management. The maximum annual provision or reimbursement amount will be one hundred seventy-five dollars (\$175.00)

To receive the reimbursement, employees will present the receipt to Management. If the shoe is acceptable as a safety shoe appropriate for use in that employee's department, a copy of the receipt will be made and kept on file by Management, and the employee will be reimbursed up to the maximum amount. When shoes are damaged within the annual year, shoe replacement may be made based on the need, at the discretion of Management.

"Safety Shoes", at a minimum, must have adequate toe protection (meeting ANSI Standard Z41-1991). Department safety committees will recommend other suitable features (waterproofed,

steel shank, slip resistant, etc.).

Employees who are provided safety shoes or reimbursed for the purchase of safety shoes are required to wear said safety shoes at all times when on the clock.

## **ARTICLE 22** **HOLIDAY LEAVE**

The following holidays will be granted with pay to eligible employees:

the first day of January	New Year's Day
the third Monday in January	Martin Luther King Jr. Day
the third Monday in February	President's Day
the last Friday before Easter	Good Friday
the last Monday in May	Memorial Day
the nineteenth day of June	Juneteenth
the fourth day in July	Independence Day
the first Monday in September	Labor Day
the second Monday in October	Columbus Day
the first Tuesday in November	Election Day (1/2 Day)
the eleventh day of November	Veteran's Day
the fourth Thursday in November	Thanksgiving Day
the Friday following the fourth Thursday in November	Day after Thanksgiving
the twenty-fourth day of December	Christmas Eve
the twenty-fifth day of December	Christmas Day
the thirty-first day of December	New Year's Eve

and any day appointed and recommended by the Governor of this State or the President of the United States and concurred to by the Board of County Commissioners.

In the event that any of the aforesaid holidays fall on Saturday, then the Friday immediately preceding shall be observed as the holiday. In the event that any of the aforesaid holidays fall on a Sunday, the Monday immediately succeeding shall be observed as the holiday.

If an employee's work schedule is other than Monday through Friday, and a holiday falls on the employee's regular day off, the employee shall celebrate the holiday on his or her nearest scheduled work day.

Only employees in active pay status (i.e. eligible to receive pay for the work day immediately preceding and the work day immediately following the holiday observance) will be eligible for holiday pay. For purposes of this section, FMLA paid leave shall be considered active pay status.

## **ARTICLE 23** **VACATION**

Each full-time employee, including full-time hourly employees, after service of one (1) year with the County, shall have earned and will be due upon the attainment of the first year of full-time employment, vacation leave with full pay, provided the employee has not been in a leave without pay status. If the employee has been in a leave without pay status, the amount of accrued

vacation will be at a prorated amount.

The following vacation accrual schedule shall apply:

YEARS OF SERVICE WITH THE COUNTY OR ANY POLITICAL SUBDIVISION OF THE STATE	ENTITLEMENT
0 - 6 years	2 times the employee's work week
7 - 13 years	3 times the employee's work week
14 - 20 years	4 times the employee's work week
21 - 25 years	5 times the employee's work week
26+ years	6 times the employee's work week

Holidays shall not be charged to an employee's vacation leave. Vacation leave shall be taken by the employee during the year in which it accrued, and prior to the next recurrence of the anniversary date of his employment, or in circumstances where there is prior service, prior to the next recurrence of the prior service date. The appointing authority will permit such employee to accumulate and carry over his vacation leave to the following year. Once vacation has been accrued, the previous two (2) years unused vacation accrual may be carried over annually as of the employee's anniversary date, or where there is prior service, as of the employee's prior service date.

In the event that an employee is denied and cannot use vacation time due to operational needs, the employee shall be permitted a period of three (3) months (once operational needs allow) to use the vacation.

An employee is entitled to compensation, at his current rate of pay, for the prior year's carryover of earned but unused vacation leave, in addition to the prorated portion of any earned but unused vacation leave for the current year to his credit at time of separation.

In the case of the death of a County employee, the prior year's carryover of earned but unused vacation leave, in addition to the pro-rated portion of any earned but unused vacation leave and unpaid overtime to the credit of any such employee shall be paid in accordance with Section 2113.04 of the Revised Code, or to his estate.

Each employee will be provided with the opportunity in pay period #13 and again in pay period #25 to cash-out up to forty (40) hours of accrued but unused vacation to the employee's credit as of the end of pay period #12 and pay period #24, provided each cash-out results in a remaining balance at time of at least forty (40) hours.

## **ARTICLE 24**

### **SICK LEAVE**

#### **SECTION 1.**

Regular and punctual attendance by employees is essential to the functioning of the

departments recognized by this agreement. Employees are encouraged to consider accrued but unused sick leave as a form of income insurance, always available to the employee in the event of a long-term illness, injury or condition.

Each County employee shall be entitled, for each completed eighty (80) hours of service, to sick leave of four and six-tenths (4 6/10) hours with pay. Employees may use sick leave upon approval of the responsible administrative officer of the employing unit, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and to illness, injury, or death in the employee's immediate family. For the purpose of this section, an employee's immediate family shall include father, mother, brother, sister, spouse, child, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, step mother, step father, grandmother, grandfather, grandchild, and any other relative residing in the household of the employee. Unused sick leave shall be cumulative without limit. However, sick leave shall not be used in the same pay period in which it was accrued.

Once a year, each department will issue to each employee a statement including accumulated sick time and vacation leave. The statement will be issued at the end of January each year giving the total accumulated as of December 31 of the previous year. It is understood that an employee, at any time, can check his/her accumulated sick and vacation time with the Department Head.

When sick leave is used, it shall be deducted from the employee's credit on the basis of one (1) hour for every one (1) hour of absence from previously scheduled work. The previously accumulated sick leave of an employee who has been separated from the public service, shall be placed to his credit upon his re-employment in the public service, provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service. An employee who transfers from one department to another shall be credited with the unused balance of his accumulated sick leave.

The employer can require medical verification and/or take disciplinary action if excessive use of sick leave, or abuse of sick leave is suspected. (Examples would be patterned use of sick leave, consistent one-day sick leave usage, limited amount of sick leave on books without prior medical verification).

When an employee has exhausted sick leave, he/she shall not be allowed to automatically use vacation or compensatory time. Such use, if allowed, is at the discretion of the employer, in accordance with the FMLA Policy.

Any absence from duty as a result of a claimed illness or injury may be verified during the employee's normal working hours by an authorized representative of the County. Such verification must be based upon reasonable belief of inappropriate use of sick leave. The Employer recognizes that this is not meant to intrude upon an individual employee's personal life. The Employer will notify the Chapter Chairperson or designee after such verification is made.

## SECTION 2. EMPLOYEE RESPONSIBILITY

Employees are expected to come to work each day unless they are too ill to work and/or are on some type of approved leave.

- A. An employee wishing to use sick leave must report his/her absence to the Employer

in advance in the prescribed manner. Once an employee knows he/she is going to use sick leave, said employee must give notice to the Employer. For non-emergencies, such as routine medical appointments or future hospitalization, the employee is expected to give as much advance notice as is possible to his/her supervisor so that work scheduling/unit coverage will be maintained. The employee is required to notify the Employer once he/she will be off for three (3) or more consecutive days. This notification is designed to allow the Employer to properly allocate the workforce.

B. An employee wishing to use sick leave to cover absence of more than three (3) days, or when abuse is suspected, must present to the Employer a satisfactory written and signed Licensed Medical Practitioner statement justifying the use of sick leave. In addition, an employee returning from any absence due to sick leave will submit the required Report of Absence form.

C. If, upon an employee's return to duty, said employee fails to submit the required Report of Absence form, the requested and/or required medical verification, such leave may be considered an unauthorized leave and shall be without pay. Any abuse of sick leave can be just cause for disciplinary action independent of any denial of paid status for sick time away from the job.

D. Employees must call the appropriate management representative according to departmental work rules.

E. Report of Absence and Licensed Medical Practitioner statements will be handled confidentially by all employees who handle them.

If medical attention is required, a certificate stating the nature of the illness from a licensed medical practitioner shall be required to justify the use of sick leave. An illness which exceeds three (3) days requires a licensed medical practitioner's statement. Falsification of either a written, signed statement or a licensed medical practitioner's statement shall be grounds for disciplinary action up to and including dismissal.

Any abuse of sick leave can be just cause for disciplinary action independent of any denial of paid status for sick time away from the job. The Employer may request a Licensed Medical Practitioner statement from an employee and/or take disciplinary action where there is an indication of abuse of sick leave or excessive use. If the Employer requires a second opinion, the cost of such examination shall be paid for by the County.

The Employer can require medical verification and/or take disciplinary action if excessive use of sick leave, or abuse of sick leave is suspected. (Examples of abuse may include, but are not limited to):

- a. Before or after holidays.
- b. Before or after weekends or regular days off.
- c. After pay days
- d. Any one specific day of the week.
- e. Absences following overtime worked.
- f. Partial days.
- g. Pattern of maintaining **8 hours or less of sick leave balance.**
- h. Use of more sick leave that earned - excessive absenteeism.

- i. Calling off sick on days when vacations or comp was previously denied.
- j. Patterned use of sick leave.
- k. Consistent one-day sick leave usage.
- l. Limited amount of sick leave on books without prior medical verification.

### SECTION 3. DOCUMENTATION OF MEDICAL LEAVE

Since medical verification is automatically required for an illness which exceeds 3 days, it is the employee's responsibility to provide his immediate supervisor with a written signed statement from an appropriate licensed medical practitioner. Such statements shall include a diagnosis, probable date of recovery and an assessment of the employee's ability/availability to report to work. If the illness is concerning the employee's health, the statement should be related to the employee's condition. If the verification concerns the health of an immediate family member who requires care from the employee, then the medical statement should be related to the family member's health needs and the necessity for the employee's presence.

### SECTION 4. PERSONAL LEAVE

Personal leave may be used for any purpose including but not limited to: household emergencies and religious observances. Personal leave does not accrue from year to year. Except in emergencies, personal leave must be requested and approved in the same manner as annual leave. Employees wishing to use personal leave in any emergency situation, under this provision, must notify as using and document the emergency. Supervisors may deny personal leave (except in emergency situations) to maintain unit coverage. Personal leave shall not be unreasonably denied. Personal days will not be cashed out. The only exception is due to the employee being laid off.

- A. Converting Sick to Personal. Each January, employees with more than one hundred and forty-four (144) hours in accumulated sick leave may convert a maximum of two (2) workdays per calendar year to personal leave. Employees with more than two hundred and eighty-eight (288) hours in accumulated sick leave may convert a maximum of two (2) additional workdays per calendar year to personal leave, for a total of four (4) days.
- B. Personal Days. The Lucas County Board of Commissioners provides its employees with personal days to meet personal and individual needs. Full-time employees with benefits may take five (5) personal days during the calendar year in which employment began. The number of personal days is five (5) days per calendar year for each year following the first calendar year of employment. Personal days may be taken after completion of thirty (30) days of employment with prior approval. Employees hired on or after December 1<sup>st</sup> will receive eight (8) hours of paid personal leave for that calendar year, which will be used between Christmas and New Year's Eve. Part-time employees who work at least twenty (20) hours per week will be provided with eight (8) hours of paid personal leave annually.

### SECTION 5. CONVERTING SICK LEAVE TO CASH

Any employee hired before January 1<sup>st</sup>, 2012, who attains twenty-five (25) years of employment with Lucas County will be permitted to make application to convert to cash up to twenty (20) hours of sick leave annually in December, provided that the employee must maintain



a sick leave balance of at least three hundred twenty (320) hours after any such conversion.

#### SECTION 6. PAID RELEASE TIME FOR ANNUAL PHYSICAL

Annually during the term of this contract, each employee shall be granted up to three (3) hours of paid release time for the purpose of attending an annual physical for the employee. This time will not be charged to sick leave as long as the employee provides advance notice of their appointment and returns with documentation verifying their attendance at the appointment as scheduled. This release time is limited to one such appointment per calendar year.

### **ARTICLE 25 SICK LEAVE CONVERSION**

The Employer agrees to convert to a cash payment a portion of an Employee's remaining sick leave upon retirement from the County.

#### SECTION A.

Such conversion for all employees upon retirement shall be based on twenty five (25) percent of the value of the employee's accrued, but unused, sick leave credit, up to a total of one fourth (1/4) of one hundred twenty (120) days (nine hundred [960] hours).

The maximum payment permitted under this section shall not exceed two hundred forty (240) hours and shall be based on the employee's rate of pay at the time of retirement.

#### SECTION B.

In the event that an employee dies while in active service, the balance of his accrued but unused sick leave shall be payable to his estate, according to his years of service in [A] above, and up to the maximum specified in [A] above. An employee who is in active pay status or who is on an approved leave of absence of six (6) months or less, is considered to be in active status for the purpose of this sub-section.

### **ARTICLE 26 FUNERAL LEAVE**

An employee shall be granted three (3) days funeral leave with pay to arrange for 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, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, step mother, step father, grandmother, grandfather, grandchild, and any other relative residing in the household of the employee.

In the event of the death of the employee's immediate family, the employee upon giving notice, shall have the right to take up to an additional three (3) days sick leave to supplement the paid funeral leave.

One day of funeral leave shall be granted to attend the funeral of an employee's aunt, uncle, niece, nephew, spouse's grandparent, step-brother or step-sister if such funeral occurs on a regular workday.

Any employee may make written request to the County Administrator for the use of the

one (1) paid day of funeral leave which may be extended to any other person who has a special “familial” relationship with the employee. Approval is at the discretion of the County Administrator.

## **ARTICLE 27**

### **TEMPORARY WORKING LEVELS**

If an employee is assigned to perform work in higher classification within the employee’s department and within the employee’s class series or in a class series other than the employee’s own, for ten (10) or fewer consecutive work days, he/she must be able to carry out the essential functions of the position, as determined by Management. Performing the essential functions is not sufficient to establish meeting the minimum qualifications for purposes of bidding.

If an employee is assigned to perform work in a higher classification within the employer’s department and within the employee’s class series or in a class series other than the employee’s own for more than ten (10) consecutive work days, he/she must meet the minimum qualifications of the position, and Management will consider the qualifications of employees, including work record (i.e. positions held), attendance, disciplinary record, and job qualifications in making the selection.

Temporary working level assignments must be approved in writing by a Supervisor. The employee must sign a consent form for the temporary status change and rate change. Employees will not be required to perform such duties until written approval has been received by the employee.

Whenever possible, temporary working level assignments will be announced for those interested employees to apply and shall be based on seniority, availability, and departmental needs. Conflicts shall be resolved through the Labor Management meeting process.

If a temporary assignment is at least four (4) working hours, the affected employee shall receive a pay adjustment back to the first minute worked.

The employee will earn one-half (1/2) additional hour of pay at his/her current base rate for each four (4) working hours spent in the temporary working level, not to exceed one (1) hour for each day.

Temporary working level assignments shall not exceed ninety (90) consecutive workdays unless mutually agreed to by the parties.

## **ARTICLE 28**

### **MILEAGE AND TRAVEL**

The County agrees to provide cars for those employees who are required to drive on County business whenever possible. Vehicle assignment to an office or department of the county will be based on the Regulations of Owned and Leased Vehicles policy of the Board of Lucas County Commissioners. In the event that an employee is required to use his own vehicle, with approval from the County, there will be reimbursement made based on the IRS guidelines.

## ARTICLE 29 OVERTIME

### SECTION 1. GENERAL PROVISIONS

An employee who is required to work more than forty (40) hours in any given work week shall be paid time and one-half (1 ½ ) for any time worked beyond the forty (40) hours. A forty (40) hour work week shall consist of time actually worked, paid sick leave, paid funeral leave, or any other time in active pay status time. However, if an employee has used forty (40) hours of undocumented sick leave in a calendar year, then from that point forward for the remainder of that calendar year, the employee's subsequent undocumented sick leave usage will not be counted as active pay status in the forty (40) hour work week for overtime purposes. For employees who are in Step 3 or higher of the discipline procedure for excessive use or abuse of sick leave, sick leave will be excluded from overtime calculation for twelve (12) months from the date the last discipline in Step 3 or higher is imposed. For the purposes of overtime calculation, the workday shall begin at 12:00 a.m. and end at 11:59 p.m.

Overtime shall be offered to those employees who have the least amount of overtime according to the overtime list. It is understood that overtime work may be turned down by an employee unless a Department Director or designee determines that an emergency exists. During an emergency, overtime is mandatory. In the event no employees accept overtime according to the overtime list, mandatory overtime will be worked by the least senior employee(s) in a classification up to the number of positions required.

Employees shall earn double time for the work done on a workday considered that employee's premium day of his workweek, and holidays. The premium day shall be defined as the day immediately preceding the day that is considered the employee's first day of the workweek, except if otherwise stated in Article 19.

Employees shall earn double time after twelve (12) continuous hours of actual work in any workday. All overtime will be paid for work actually done, except for call-back.

Overtime lists shall be posted weekly and kept current on a weekly basis, with the exception of the Water Resource Recovery Facility, in which overtime will be kept on a running basis for shift operators to determine which employee is currently low in overtime. Any error detected in the overtime list shall immediately be reported to supervision. The error will be promptly corrected and a new list shall be posted within twenty-four (24) hours.

New employees, employees who transfer into the department or change classification, provided that said classification places the employee in a different classification, will be placed on the overtime list and be charged the hours equal to the average of all employees within the same O.T. classification.

### SECTION 2. TYPES OF OVERTIME

#### A. Scheduled Overtime

If a supervisor or designee determines a need for overtime and there is advance notice of the need, overtime will be scheduled. The supervisor or designee shall determine in which appropriate classification the overtime will be scheduled. Employees with the least number of

charged overtime hours shall be offered overtime first. Employee(s) accepting scheduled overtime will report at the scheduled time and work for the duration of the scheduled overtime or the completion of said tasks as determined by the employer. The employee will be compensated for the length of time worked. All work rules, policies and procedures remain in effect for scheduled overtime. Any employee violating the work rules, policies and/or procedures will be subject to discipline.

In the event that an employee fails to report for scheduled overtime, the employee will be charged the amount of the missed overtime. An employee failing to report for overtime will be subject to discipline. If the missed overtime is the result of an emergency or illness, the employee is expected to promptly provide management with supporting documentation.

Management reserves the right to cancel scheduled overtime. When scheduled overtime is to begin at the end of a regularly scheduled work day, under normal circumstances, Management will notify the scheduled employee(s) of the cancellation at least thirty (30) minutes prior to the end of their regular work day. In the event that overtime is not cancelled at least thirty (30) minutes prior to the end of the regular workday, the employee will be compensated for one (1) hour of overtime. In the event that overtime is scheduled on Saturday, Sunday or a Holiday, Management will cancel the scheduled overtime at least one (1) hour prior to the scheduled start time. However, if Management does cancel and does not attempt to contact the scheduled employees (using the same method as stated in overtime refusal), each employee scheduled to work and reports for the overtime will be compensated for two (2) hours of overtime.

#### B. Overtime Call-Out

If a supervisor or designee determines a call-out situation exists, the overtime call-out list will be utilized. When there is a need for an employee or employees to report to emergency duty, the supervisor or designee shall telephone the employee(s) in the appropriate overtime classification. In general, it shall be the supervisors or designee responsibility to determine the number of employees to be sent out on a call. If after reporting to a job the employee feels additional personnel may be necessary, the employee will notify the supervisor or designee who will make a determination on additional call out(s).

The Employer shall maintain a record of all call-outs. Employees with the least number of charged overtime hours shall be called out first. Employees on "Light Duty" will be considered or disqualified based on their work restrictions and the job requirements. Employees on leave will be considered for overtime. Employees on extended medical leave (defined as more than one work week) will not be considered for overtime. If an employee on approved vacation, comp, or personal for three (3) or more consecutive workdays or funeral leave chooses not to be considered for overtime, he/she shall complete and submit a written form to "opt out" (aka overtime waiver) from the call out list at least twenty-four (24) hours prior to starting their leave. Employees who exercise these rights shall not be charged refusal time on the overtime list.

Employees who either accept a call-out or are mandated to report will report immediately. An employee who does not report will be subject to discipline. As determined by the employer, if the need for a call-out still exists, the next employee on the O.T. list will be called. The employee(s) not reporting for the call-out shall not be eligible for call-out pay and will be charged the amount of time equal to the time paid to the employee working the overtime.

In an overtime call-out situation, employees will be considered to have refused the

overtime if they verbally refuse or do not answer the phone or do not respond when a message is left (either on a recorder or with another person), within the time it takes the supervisor or designee to fill the slot in the overtime crew. Employees will be charged the amount of time equal to the time paid to the employee working the overtime.

When an employee is called back to work after the end of the regular shift, he/she will be guaranteed four (4) hours pay at the appropriate rate. The initial employee receiving a call for call-back will have call-back start with that phone call. Any additional employees involved with the call-back will receive call-back pay as of the second phone call for call-back. However, when there are multiple calls, set blocks have been established for the call-outs: 4pm-8pm, 8pm-12am, 12am-4am, and 4am-8am, or the starting time of the position, whichever is earlier. Unstaffed days such as holidays and weekends shall have 24-hour block coverage. There shall only be one four (4) hour call-out within a block. The employee shall be paid for the four (4) hour call-out plus any additional time worked past the four (4) hour call-out. If an employee gets a subsequent call in the same block, then the employee shall only be paid for the actual time worked. However, if an employee gets a subsequent call in another block, then the employee will receive an additional four (4) hour call-out.

1. An employee will not receive call-back pay for answering and responding to a phone call without leaving home. An employee will not receive call-back pay if the employee has not left the work premises.

**2. Exception to B(1), is a call answered from management via phone shall be paid in 15 min. increments.**

#### C. Work Continuation

If a supervisor or designee determines a work continuation situation exists, then the supervisor or designee will assign the overtime to the employee(s) currently assigned to that task and the employee(s) will complete the job without the use of the overtime call-out list.

Job continuation in lieu of overtime call-out is appropriate if the following conditions exist:

- The job was not pre-planned and/or the supervisor did not have prior knowledge of the need for overtime (e.g. an employee unexpectedly left work early.) An employee who called off at the beginning of his shift or within the first half of his shift would not qualify.
- The job needs to be completed on that scheduled workday.
- The job was not assigned at the end of a scheduled shift with the knowledge that the task could not be completed.
- The job can be completed in a short period of time through job continuation, absent extenuating circumstances. In general, job continuation allows the employees to complete their assignment before they leave that day.

### **SECTION 3: REST PERIOD FOR SANITARY ENGINEER-MAINTENANCE DIVISION**

In the event of unscheduled emergency repairs, employees will be given six (6) hours of rest between the end of overtime and their reporting time to complete their regular eight (8) hour shift.

For unscheduled overtime working (actually worked) four hours or more prior to the start of a regular workday, the following paid rest period shall be provided. This allows the employee to report to work as noted; however, the employee will remain at work until the end of the regularly scheduled shift. The actual work hours shall be documented during the unscheduled overtime.

Overtime Ending	Report to Complete Regular Shift
2:00 a.m.	8:00 a.m.
2:30 a.m.	8:30 a.m.
3:00 a.m.	9:00 a.m.
3:30 a.m.	9:30 a.m.
4:00 a.m.	10:00 a.m.
4:30 a.m.	10:30 a.m.
5:00 a.m.	11:00 a.m.
5:30 a.m.	12:00 p.m.
6:00 a.m.	12:30 p.m.
6:30 a.m.	1:00 p.m.
7:00 a.m.	1:30 p.m.
7:30 a.m.	2:00 p.m.
8:00 a.m.	2:30 p.m.
8:30 a.m.	3:00 p.m.
9:00 a.m.	3:30 p.m.
****9:30 a.m.*****	****4:00 p.m.****

\*If an employee 1) continues to work past 7:30 a.m. 2) is eligible for the rest period, and 3) has worked eight (8) hours, then the employee has the option of continuing two (2) additional hours to complete the work day or report to work per above schedule. Therefore, if the employee works until 9:30 a.m. (or later) and the unscheduled work is complete, he/she is not required to report back to work that day. The hours used for rest period shall be documented and treated as active work status for the purpose of calculating overtime.

### **ARTICLE 30** **COMP TIME**

Employees can earn up to **one hundred and sixty (160) hours** of Comp Time on a calendar-year basis. Additionally, an employee may not have more than **one hundred and sixty (160) hours** on the books at any time. Excess comp time will be cashed out at the current hourly rate.

In December annually, employees may make application to convert any Comp Time on the books to cash at the current hourly rate.

### **ARTICLE 31** **SHIFT DIFFERENTIAL**

Employees who work in an operation which is a twenty-four (24) hour continual operation will be eligible for shift differential. Employees on second shift shall earn an additional seventy-five (.75) cents per hour. Employees on third shift will earn an additional dollar (\$1.00) cents per hour.

### **ARTICLE 32** **HEALTH CARE BENEFITS**

The Employer agrees to maintain the same life insurance, family hospitalization plan(s), family dental plan(s) and prescription drug plans as for all employees as are provided for by the

Lucas County Commissioners. The parties agree to a re-opener on this Article during the late fall of each year if either party requests said re-opener through Cost Containment Negotiations.

### **ARTICLE 33**

#### **WAGES**

##### SECTION 1.

Effective January 1<sup>st</sup>, **2025**, there shall be a **3%** general wage increase, **\$1,000 lump sum upon ratification that must be paid in 2024.**

There shall be an economic re-opener for **2026 and 2027.**

##### SECTION 2. NEW EMPLOYEES

New employees will start on step one (1) at their date of hire. After new hires complete their initial probationary period they will move to step 2. One year from their date of hire, they will go to step 3 and move up annually thereafter.

- a. New employees in a classification assigned to Pay Grade 16 shall start at the Step that provides a minimum wage of no less than \$15.00 per hour (effective 1/1/2022, this is Step 3, \$15.13 per hour).
- b. New employees in a classification assigned to Pay Grade 17 shall start at the Step that provides a minimum wage of no less than \$15.00 per hour (effective 1/1/2022, this is Step 2, \$15.57 per hour).

New employees covered under 2(a) or 2(b) above shall not move to the next Step after completion of their initial probationary period, but shall advance to the next Step after one (1) year from their date of hire.

Certified Inspectors in the Building Regulations Department will start at Step 3 of their assigned Pay Grade if they have any experience as a Certified Inspector working in a State-certified department in Ohio. They would move to Step 4 after completion of probation.

##### SECTION 3. PROMOTIONS

Bidders who successfully bid and receive a promotion will be placed in the step that results in at least a ten percent (10%) increase. In the event that the ten percent (10%) increase would result in the employee being placed at step 1 of the higher pay grade, then the employee will automatically be placed at step 2 of the higher pay grade. One year from the date of promotion, the employee will go to the next step, and move up annually thereafter. The new pay rate starts in accordance with Article 7 (E). However, employees covered by this Section will not be placed into a Step that pays a wage of less than fifteen dollars (\$15.00) per hour.

##### SECTION 4. LATERALS

Employees who bid laterally will receive no change in pay.

## SECTION 5. DEMOTIONS

Pay for a demotional position will begin the day an employee starts the position.

## SECTION 6. JOB AUDITS

If a job audit results in reclassification to a higher paying classification, the employee will be assigned to the step in the higher pay grade that is at least a ten percent (10%) increase. In the event that the ten percent (10%) increase would result in the employee being placed at step 1 of the higher pay grade, then the employee will automatically be placed at step 2 of the higher pay grade. One year from the date of reclassification, the employee will go to the next step, and move up annually thereafter. If a job audit results in a lower classification, the current employee would remain in their current classification at the same pay.

## SECTION 7. RECLASSIFICATION

If an employee advanced in pay through job progression or through a job reclassification to a higher pay grade where there isn't a change in job duties, the employee will be placed at the employee's current step on the higher pay grade. This step advancement will not affect the step schedule, and the employee will continue to receive his/her next step as originally scheduled prior to the reclassification.

## SECTION 8. LUCAS COUNTY COMMISSIONERS' PAY SCALE

See Addendums for 2022 and 2023 Pay Scales

CLASSIFICATION	PAY GRADE
Account Clerk IV	18
Account Clerk III	17
Account Clerk II	15
Auto Mechanic IV	24
Behavior Technician	21
Assessor & Enrichment Coordinator	19
Canine Behavior & Enrichment Coordinator	21
Canine Behavior Assessor/Shelter Tech	18
Canine Control Officer	22
Canine Control Technician	18
Certified Inspector III	28
Certified Inspector II	27
Certified Inspector I	26
Chemist III	26
Chemist II	24
Chemist I	22
Clerical Specialist	19



Clerk III	17
Clerk II	16
Clerk/Dispatcher II	19
Clerk/Dispatcher I	18
Assistant Clerk/Dispatcher	16
Community Outreach Coordinator	21
Custodial Coordinator	17
Custodial Worker III	17
Custodial Worker II	16
Design Technician	24
Drafting Technician	21
Driver II/Coordinator	23
Driver I	21
Electrician III	24
Electrical Inspector	24
GIS Technician	24
Laborer	18
Mailroom Clerk	17
Maintenance Building Technician	23
Maintenance Worker	20
Master Service Technician	22
Personalized Adoption Counselor	20
Permit Specialist II	20
Permit Specialist I	17
Project Inspector Crew Leader	24
Project Inspector	23
Project Technician	25
Pump Crew Laborer II	23
Pump Crew Laborer I	22
Pump Crew Leader II	25
Pump Crew Leader I	24

Purchasing Assistant II	22
Purchasing Assistant I	20
Residential Plans Examiner/Building Inspector (certified)	27
Storekeeper	20
Support Services Specialist III	20
Support Services Specialist II	17
Support Services Specialist I	15
Surveyor (Survey Crew Leader)	24 plus 5%
Survey Technician Crew Leader	24
Survey Technician	22
Utilities Clerk	17
Utilities Crew Leader II	25
Utilities Crew Leader I	24
Utilities Equipment Operator II	22
Utilities Equipment Operator I	21
Utilities Laborer II	22
Utilities Laborer I	21
Utilities Locator	22
Utilities Worker II	<u>20</u>
Utilities Worker I	<u>19</u>
Veterinary Technician	21
WRRF Laborer II	21
WRRF Laborer I	20
WRRF Operator	23
WRRF Trainee	22
WRRF Maintenance Specialist II	23
WRRF Maintenance Specialist I	22
WRRF Maintenance Coordinator II	25
WRRF Maintenance Coordinator I	24
WRRF Electrician Specialist	24
WRRF Pre-Treatment Coordinator	24
Yard Site Coordinator	20

Not Currently Utilized:

Carpenter	22
Certified Building Technician II/Trade Specific	23
Certified Building Technician II	22
Certified Building Technician I	20
Clerk/Dispatcher	17
Electrician II	20
Information Clerk	21
Mailroom - Work Leader	17
Painter	22
Plumber	22
Purchasing Assistant	19
Secretary II	17
Secretary I	15
Telecommunications Information Operator II	15
Utilities Maintenance Clerk II	21
Utilities Maintenance Clerk I	20
Vehicle Accounts Specialist	19

#### **ARTICLE 34**

#### **DUES DEDUCTION**

The Employer shall deduct during the life of this Agreement, from the wages of employees in the bargaining unit, membership dues in Local 544, Ohio Council #8, AFSCME, for each employee who has signed an authorization card for such deductions, subject to the provisions of this Section. Membership is an agreement between the employee and the union. Dues deductions shall be made in equal installments each pay period. The Union shall inform the Employer of the amounts to be deducted under this Article. The County further agrees to remit to the Comptroller of Ohio Council 8, 6800 N. High St., Worthington, OH 43085-2512, dues, initiation fees, and uniform assessments so deducted from the paychecks of the employees covered herein.

Dues list: Each pay period, the Employer will provide the Union with a list of each employee for whom a union dues deduction was made, listed by department and to include the amount of the deduction for each employee and the total amount of all dues deducted for all employees within the bargaining unit for that pay period.

Union Membership Revocation/Maintenance of Membership: Employees who are members of the Union may revoke their Union membership at any time by sending written notice to the Union of their desire to drop their Union membership. Revocation of Union membership does not revoke Union dues authorization, which may only be revoked as set forth below.

Union Dues Revocation: Any employee who has submitted a dues checkoff authorization card may withdraw or revoke the same at the time and in the manner specified on the dues checkoff authorization card signed by the employee or as amended by the Union if the amendment specifies a shorter revocation period than one fifteen (15) day period tied to the end of the collective bargaining agreement. Copies of employees' dues checkoff authorization cards are available from the Union upon request.

Indemnification: The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, demands, suits, actions, proceedings and other forms of liability, brought by any employee arising from any deduction made by the Employer for purposes of complying with any provision of this Article or in reliance of any notice or dues checkoff authorization and furnished under any of the provisions of the Article.

### **ARTICLE 35** **FAIR SHARE FEE**

If the law as it pertains to fair share fees is overturned, the language will be returned to its full force and effect or to the extent allowed by law.

### **ARTICLE 36** **PEOPLE CHECKOFF**

The Employer will deduct voluntary contributions to the American Federation of State, County and Municipal Employee International Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.

The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within fifteen (15) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20035. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction. This list must be separate from the list of employees who had union dues deducted and the list of employees who had fair share fees deducted.

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

The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside of the bargaining unit. All PEOPLE contributions shall be made as a deduction separate from the dues and fair share fee deductions.

### **ARTICLE 37** **PERSONNEL FILES**

Employees will have full and free access to their personnel files maintained by the Human Resources Department. Confidential letters of references will be excluded from this provision.

### **ARTICLE 38** **TAX DEFERRAL**

The parties agree that the employee's contribution to the Public Employees Retirement System will, for tax purposes, be paid by the Employer. The Employer's share of the PERS contribution shall not increase due to the provision, nor shall an employee's salary change due to the provision.

**ARTICLE 39**  
**CHECK STUBS**

The County shall provide that check stubs indicate sick leave, compensatory leave, and vacation accumulations through the PeopleSoft program, or other program as determined by the Employer. Each department will provide a computer for employees to access this information.

**ARTICLE 40**  
**PAYDAY**

No extraordinary deductions shall be made from an employee's pay without an agreement between the Employer and the employee, except as provided below. An extraordinary deduction is one which requires the employee to repay the Employer because of overpayment received by the employee, but does not include dockings that were made in accordance with the agreement. If no agreement is reached and the amount of the overpayment is \$30 or less, the entire amount, at the discretion of the Employer, may be deducted in a single pay period. If no agreement is reached and the amount of the overpayment is more than \$30, the greater of \$30 or 10% of the amount owed shall be deducted each pay period until the entire amount is repaid. If the employee is terminated for any reason before the full amount has been repaid, any balance owing shall be deducted from the employee's final pay to the extent possible. An employee may reimburse by cash, check or money order the full amount of any overpayment owed the County at any time, receiving a receipt verifying said payment.

In the event an error occurred which results in a shortage in the employee's pay, both regular and/or overtime, and the amount owed is not in dispute, then the county will make an attempt to correct the error as soon as possible and have the check re-issued, provided the original check in error is returned.

**ARTICLE 41**  
**WORK RULES**

The Employer has the right to establish reasonable work rules. The Employer and the Union shall discuss changes in existing work rules or new work rules before they are implemented. Except for emergency situations, work rules shall be posted for five (5) working days before they are implemented. Work rules shall be uniformly applied within a department. Whenever possible, the Human Resources Department shall review work rules before implementation. The Union may grieve on the basis of the reasonableness of the work rules.

The County agrees to provide the Union with copies of all Personnel Procedure memos and Administrative Rules as well as any changes.

The parties recognize that not all work rules can be reduced to writing, but the Employer retains the right to manage its operations and personnel. The Employer is responsible for informing all employees of work rules. The employee will not be held responsible for work rules which they have no knowledge.

**ARTICLE 42**  
**UNION BULLETIN BOARDS**

The Employer agrees that there shall be a Union Bulletin Board in each work area covered

by this Agreement. Union Stewards shall post information relating to Union activity. The Employer agrees to post current seniority lists.

### **ARTICLE 43**

### **COMMERCIAL DRIVERS LICENSE**

The parties agree that Management shall develop the training program for CDL certification with input from the Union through labor management meetings. Employees whose job requires CDL certification must have such certification to hold said job.

The following positions require a CDL:

Sanitary Engineer:

- Auto Mechanic IV
- Master Service Technician
- Pump Crew Laborer I & II
- Pump Crew Leader I & II
- Utilities Equipment Operator I & II
- Utilities Crew Leader I & II
- Utilities Laborer I & II
- Utilities Worker I & II

Water Resource Recovery Facility:

- WRRF Laborer I & II
- WRRF Maintenance Specialist I & II
- WRRF Maintenance Coordinator I & II

Solid Waste Management District:

- Driver I
- Driver II/Coordinator

In addition, although not required, at least three (3) employees at any one time (one each from the Laborer, Maintenance Worker & Building Technician classifications in the Facilities Department) and, at management's discretion, up to a total of four (4) employees from those classifications, who obtain a Class A CDL will be eligible for CDL license pay as described in this Article, and may then be assigned to perform departmental duties that require a Class A CDL. This CDL opportunity will be seniority-based (departmental seniority). If a classification has no employee wishing to obtain the CDL, then that opportunity will be made available to the next most senior employee from the other two classifications.

Of these classifications which require a CDL certification, the Employer may designate the timeframe in which the CDL must be obtained, whether upon accepting the position, or within a reasonable timeframe, based on the essential functions of the position. Timeframes will be discussed in a Labor-Management meeting.

Only employees who are required to have a CDL will be allowed to work "CDL task" overtime. The Employer will reimburse the cost of the CDL license for those employees required to have a CDL. Any employee currently holding a Class B CDL as required by their position will be reimbursed for the license fee, and shall be paid the sum of \$0.25/hr, in addition to the employee's hourly rate. If an employee's position description requires a Class A CDL, the employee shall be reimbursed for the license fee, and shall be paid the sum of \$0.35/hr, in addition to the employee's hourly rate. If an employee's position description requires a Class B CDL, but the employee obtains a Class A CDL, the employee shall be reimbursed for the license fee, and

shall be paid the sum of \$0.35/hr, in addition to the employee's hourly rate.

Application and exam fees for the CDL will be reimbursed by the County one time only upon successful completion.

If an employee cannot pass the CDL test or is excluded, the employee will be returned to his/her former position, unless the Department Head approves an extension where the employee has shown progress in previous efforts to pass the test.

#### **ARTICLE 44** **LICENSE PAY**

License Pay will be applied to the employee's hourly rate of pay. License pay will be granted for the employee once certification is received. License pay will begin on the date listed on the certificate. The employee is responsible for maintaining the license with the appropriate contact hours and/or renewals.

The Employer will pay for certification and re-certification of items noted in Section 1, 2, 3 & 4. Application and exam fees will be reimbursed by the county one time only upon successful completion.

#### **SECTION 1. AUTOMOTIVE SERVICE EXCELLENCE (A.S.E.) CERTIFICATION**

Vehicle Maintenance (including Sanitary Engineer). One and one-half percent (1.5%) pay per hour per A.S.E. certificate up to nine (9) certificates as noted below:

Appropriate A.S.E. certifications:

Proper use of refrigerant recovery and recycling equipment; Engine Repair; Automatic transmission/transaxle; Manual drive train and axle; Suspension and Steering; Brakes; Electrical Systems; Heating and Air Conditioning; Engine Performance.

Sanitary Engineer Pump Crew Laborers and Pump Crew Leaders, & WRRF Maintenance Specialists, Maintenance Coordinators and Electrician – one and one-half percent (1.5%) pay per hour per A.S.E. certificate up to four (4) certificates as listed below:

Appropriate A.S.E. certifications:

Engine Repair; Electrical Systems; Engine Performance; Diesel Engines

#### **SECTION 2. OHIO E.P.A. CERTIFICATION–SANITARY ENGINEER DEPARTMENT**

The Employer agrees that employees that have licenses relating to their job shall be paid as follows:

##### **Water Series:**

Water Distribution I	1% (SE Maint/Proj)
Water Distribution II	3% (SE Maint/Proj)

##### **Wastewater Series:**

Wastewater Collections I	1% (SE Maint/Proj/WRRF)
Wastewater Treatment I	<b><u>3% (SE WRRF) (Under Envir. Code Same as WCII)</u></b>

Wastewater Collections II	3% (SE Maint/Proj/WRRF)
Wastewater Treatment II	4% (SE WRRF)
Wastewater Treatment III	5% (SE WRRF)

**Sanitary Engineer: Maintenance and Project Divisions:**

Water Distribution I/Wastewater Collections I – 1% each (2% both)  
 Water Distribution I/Wastewater Collection II – 1% + 3% (4% both)  
 Water Distribution II/Wastewater Collection I – 3% + 1% (4% both)  
 Water Distribution II/Wastewater Collection II – 3% + 3% (6% both)

Pipeline Assessment Certification Professional (PACP) – 1%

*\*Water or Wastewater Treatment Counts as Water Distribution I or Wastewater Collections I, respectively.*

*\*\*Water or Wastewater Treatment II or III counts as Water Distribution II or Wastewater Collections II, respectively.*

1. License pay is for the highest license obtained in the series within the specified division. It is not cumulative unless provided for in the Maintenance and Project Divisions as noted above.
2. The first requirement is successful completion of an “OTCO” training class as evidenced by a certificate. Management will pay for this training upon a receipt from the employee of proof of successful completion of the class or by written agreement to pass and successfully complete.
3. License pay will be granted for the above certifications recognized by Ohio EPA’s Advisory Board of Examiners, who oversees this in Ohio for the water and wastewater industry.
4. Certification eligibility will follow the above Advisory Board of Examiners guidelines and requirements.
5. A maximum license pay of \$1.75/hr will be allowed for any one employee under this section.

### SECTION 3. BOILER OPERATOR AND ELECTRICIAN LICENSES, AND BUILDING SYSTEMS CERTIFICATION

The Employer will pay for Boiler Operator’s License and Electrician License for employees who are required to possess said licenses in the Facilities and Sanitary Engineer Departments only, as follows:

Boilers License (Low or High Pressure State License) 1%  
 (to also include the National Institute for the Uniform Licensing of Power Engineers (NIULPE) 4<sup>th</sup> Class Power Engineer, where said job description(s) permit said NIULPE



equivalency to the state license.)  
Journeyman Electrician

2%

The Facilities Department will develop a training & certification program for building automation systems in use, with training to begin in 2022. Any Maintenance Workers & Building Technicians will be eligible to choose to participate in the program. Employees who complete training will receive a 0.5% pay supplement and those who complete certification will receive an additional 1% pay supplement upon certification. The parties agree to discuss the proposed program in Labor-Management meeting and final decisions reside solely with Management.

#### SECTION 4. REGISTRATION FOR SURVEYING

The Employer agrees that employees of the Sanitary Engineer Department that are working in the Surveying Classifications and possess the listed State of Ohio Certification will receive License Pay as follows:

Surveyor-in-Training	- two percent (2%)
Professional Surveyor	- five percent (5%)

License Pay will be granted for certification recognized in accordance with Chapter 4733-11 R.C. Ohio Administrative Code, Registration Laws.

Additional Classifications permitted:  
Design  
Drafting  
Inspection  
Utility Locator

#### SECTION 5 – VETERINARY TECHNICIAN LICENSE

The Employer will pay the license renewal fee for employees required to hold this license at the Canine Care & Control Department, and will also, with Management pre-approval, pay for CEUs needed to maintain the license.

#### **SECTION 6 – PERMIT TECHNICIAN CERTIFICATION**

**Permit Specialist who receive certification through the Ohio Board of Building Standards (OBBS) will receive a 2% pay supplement.**

#### **SECTION 7. SUPPORT SERVICES OHIO PUBLIC PROCUREMENT TRAINING & CERTIFICATION**

**The Employer will allow employees in the following bargaining unit classifications to complete all modules of the Ohio Public procurement training program as provided by the State of Ohio department of Administrative Services:**

**Mailroom Clerk**

**Purchasing Assistant I**

**Purchasing Assistant II**

**Any bargaining unit Support Services positions whose job duties containing purchasing and procurement functions**

The training will be scheduled so long as there is no direct cost to the Employer, and in a manner to meet the Employer's needs & subject to the approval & availability of the state's Office of Procurement Services. Should this training no longer be made available to the Employer at no cost, the parties agree to discuss the proposed training in Labor-Management meeting and final decisions reside solely with Management.

Employees in the above-referenced classifications who successfully complete all modules of the training program will be entitled to receive a 0.5% increase to their base hourly rate of pay.

Qualified employees in the above-referenced classifications who successfully complete all modules of the training program may then apply for certification as a "Certified Ohio Procurement Agent" (COPA). Certification is at the discretion of the state's Office of Procurement Services, and the Employer makes no guarantee of certification. An employee who is approved for this certification will be entitled to receive an additional 1.0% increase to their base pay, for as long as they maintain this certification. The employee is responsible for maintaining the certification with the required contact hours and/or recertification requirements. Recertification is at the discretion of the state's Office of Procurement Services.

Application and exam fees, if any, will be reimbursed by the Employer one time only upon successful completion. Management with pre-approval, will pay for training needed to maintain the certification.

#### **ARTICLE 45** **COURTESY POSTING**

The Employer as a courtesy will make reasonable efforts to inform employees of positions that are open for external recruitment under the Board of County Commissioners.

#### **ARTICLE 46** **TRAINING**

The Employer agrees to post to the best of their ability all training and seminar opportunities.

Management agrees that when educational programs and courses related to job proficiency becomes available, Management will select employees by seniority as well as specific department needs. The necessary expenses will be paid by the County. This provision will be dependent upon monies available for such educational programs and courses.

#### **ARTICLE 47** **EDUCATIONAL REIMBURSEMENT**

Bargaining unit employees shall be covered by the current County Commissioner's policy on educational reimbursement.

**ARTICLE 48**  
**WORK INJURIES**

SECTION 1

If an employee is injured on the job, the Employer, when applicable, shall assist the employee in pursuing Workers' Compensation claims.

An employee who is injured on the job may be released from work for the remainder of the day with no loss of pay, as determined by the physician of record.

Employees who suffer a work-related injury resulting in a Bureau of Worker's Compensation allowed claim will be allowed to utilize paid administrative leave to attend medically necessary appointments, as ordered by the physician of record. A signed written statement from the Employee's physician of record shall be required stating the nature and duration of the appointment(s). Employees will make a reasonable effort to schedule appointments so as not to conflict with normal work hours.

SECTION 2

An employee who has a certified Bureau of Worker's Compensation claim may receive regular wages in lieu of Worker's Compensation lost-time benefits in accordance with the current Board of Commissioners Policy Number 13, Wage Policy for Work Injury Program.

SECTION 3

An Employee who suffers an on the job injury and, as a result, is unable to perform the duties of his/her current position will be required to participate in the Employer's Transitional Work Program, subject to medical restrictions. The purpose of the transitional work program is to rehabilitate the injured employee and assist him/her in fully recovering from an injury through temporary reassignment or temporary modification of job duties.

The Employer and Union will meet to review the progress of employees injured on the job, who are participants in the transitional work program.

**ARTICLE 49**  
**COPIES OF THE AGREEMENT**

The County agrees to provide the Union with sufficient copies of this Agreement for distribution to all bargaining unit employees. The County further agrees to provide a copy to all newly hired employees at the time of hire. Employees shall sign for receipt of copy.

**ARTICLE 50**  
**IN-SERVICE/SAFETY TRAINING**

SECTION 1.

A. Employees required to attend in-services beyond work hours, shall be notified as far in

advance as possible, but not less than five (5) workdays. The Employer will indicate on the notice if the in-service has been approved for professional growth hours.

## SECTION 2.

- A. The Union and the Employer will also establish certain Train-The-Trainer Programs, as agreed to in Labor-Management Meetings, where county employees will be trained and evaluated to train fellow public employees.
- B. The employee(s) that perform these Train-The-Trainer function(s) will be released without loss of time or pay for all such purposes. Mileage (I.R.S. standard) and reasonable expenses will be paid or reimbursed to any such Train-The-Trainer(s).

## SECTION 3.

- A. Such Train-The-Trainer employee(s) will also be released without loss of time and pay to attend in various Health and Safety Conference(s) Seminar(s) put on by B.W.C., N.I.O.S.H., and classes needed for re-certification, as agreed to in Labor-Management Meetings.

## **ARTICLE 51** **MAINTENANCE OF STANDARDS**

The County agrees that all conditions of employment in its operation relating to all working conditions and employee benefits shall be maintained as far as practical at no less than the highest minimum standards in effect at the time of the signing of this Agreement. Such conditions shall be improved whenever provisions for improvement are made elsewhere in this Agreement.

## **ARTICLE 52** **SEPARABILITY**

In the event any of the provisions of the Agreement are determined invalid by operation of State or Federal Law, the remainder of this provision shall remain in full force and effect. The parties shall meet to renegotiate the provision.

## **ARTICLE 53** **SUCCESSORS AND ASSIGNS**

As a condition of any sale, transfer, or merger, the Employer will require the new Employer to extend an offer of recognition to the Union as the exclusive collective bargaining representative of the employees in the bargaining units. Nothing contained in this proposal would prohibit the new employer from recognizing the Union as the exclusive representative of bargaining units composed of additional classifications or work which may be created by the employer and which are not now part of the Union's current bargaining unit.

**ARTICLE 54**  
**COST SAVINGS MEASURES**

The parties agree to explore various options in addition to layoffs to reduce bargaining unit personnel costs in order to meet revenue shortfalls during the term of this Agreement.

**ARTICLE 55**  
**RE-OPENERS**


Either party may re-open the Agreement with respect to health benefits only by notice to the other party on or after November 1, annually.

In the event such notice is given, the parties shall proceed in accordance with the provisions of Section 4117.14 of the Ohio Revised Code. Provided the terms of that Section are complied with, the Union shall retain the right to strike during said re-openers.

**ARTICLE 56**  
**DURATION**

This Agreement will remain in effect from January 1<sup>st</sup>, **2025** through December 31<sup>st</sup>, **2027**. In the event that either party wishes to terminate or amend this Agreement, notice must be given no later than sixty (60) days prior to the termination date herein agreed.

**FOR THE UNION:  
AFSCME OHIO COUNCIL #8  
LOCAL 544-03**



Jason Bogel, Staff Representative  
AFSCME Ohio Council 8



Darrel Philips, Chapter Chairperson



David Kovacs, Chief Steward



Phil Klocinski, Steward, Building Regulations  
Attny



Tom Kralovic, Steward, Sanitary Engineer



Jay Barnan, Steward, Canine Care



Scott Lipp, Steward, Facilities



Dennis Danko, Steward, Facilities



Terry Brushious, Steward, Solid Waste

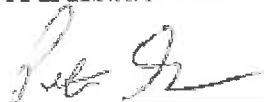


Kyle Fimbrook, Steward, Water Resource Recovery



Jerome Hall, Steward, Water Resource Recovery

**FOR THE EMPLOYER:  
BOARD OF LUCAS COUNTY  
COMMISSIONERS**



Pete Gerken, President  
Commissioners  
Lucas County Commissioners



Lisa A. Sobecki, Commissioner  
Lucas County Commissioners



Anita Lopez, Commissioner  
Lucas County Commissioners



Lauren Carpenter, Asst. Prosecuting

Lucas County Prosecutor's Office



Trent Burner, HR Director  
Lucas County Commissioners

## **DRUG-FREE WORKPLACE POLICY**

**A-1**

All employees must receive a copy of this policy and sign a statement upon receipt acknowledging that it is a condition of employment.

The following policy is established by the Board of Lucas County Commissioners in accordance with the Drug-Free Workplace Act of 1988 (PL 100-690, 102 Stat.4181, Section 5151-5160). This policy is intended to establish a drug-free workplace, and will be considered as a condition of employment. This policy is to ensure a drug-free work environment and to assist employees that are struggling with alcohol and substance abuse addiction.

- A. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance by an employee which takes place in whole or in part in the Employer's workplace is strictly prohibited. The term "controlled substance" are those substances so defined by Federal and/or State law. A partial list includes:
  - Narcotics (heroin, morphine, etc...)
  - Stimulants (cocaine, amphetamines, etc...)
  - Depressants (tranquilizers, etc...)
  - Hallucinogens (PCP, LSD, "designer drugs", etc...)
- B. Any employee convicted of any Federal, State or Local criminal drug statute within the workplace, must notify the Employer in writing of that fact within five (5) calendar days of the conviction.
- C. The Employer must, within thirty (30) days after receiving notice of a conviction from an employee:
  - 1. Take appropriate personnel action against such employee up to and including termination, and
  - 2. Require such employee to satisfactorily participate in a drug rehabilitation program.
    - a. First (1<sup>st</sup>) occurrence - receives 30 days suspension discipline
    - b. Second (2<sup>nd</sup>) occurrence – employee will be subject to termination
- D. Any employee who fails to report a workplace-related drug conviction will be terminated from employment.
- E. Any employee who is referred to a drug rehabilitation program (See C.2 above) and fails to satisfactorily participate in the program may be terminated from employment.
- F. Drug Screening
  - 1. Pre-Employment Testing
    - a. All applicants for employment shall be required to submit to a screen for certain controlled substances within 72 hours of receiving a job offer. Said job offer shall be contingent upon the applicant's passing the screen, or in some limited circumstances, employment may be extended, contingent upon passing the screen within 90 calendar days of employment. All candidates for employment will be informed of the necessity for pre-employment drug testing at the time of application or interview.
    - b. The test shall take place at a site determined by the Employer, and the analysis shall be performed by a laboratory selected by the Employer. The laboratory shall be certified by the Department of Health & Human Services Substance Abuse and Mental Health Services Administration. The cost of the screen shall be borne by the County, although transportation to and from the screening site shall be the responsibility of the applicant.
    - c. All positive screens shall be reviewed by a Medical Review Officer (MRO) who shall be a licensed physician. All decisions of the MRO shall be final. Failure to successfully pass the drug screen shall render the applicant "not eligible for employment."
    - d. Individuals who refuse to consent to the drug screening procedure, or fail to appear for the testing within the prescribed time requirement, will be ineligible for employment.

## 2. “Reasonable Suspicion” Testing

The Director of Human Resources/County Administrator/Designee may require an employee to undergo testing for alcohol or certain controlled substances based upon specific, objective facts and reasonable inferences drawn from these facts. The supervisor or Department Head should consult with Human Resources or another member of Management to corroborate and document observations before requesting the test. Such facts and inferences may be based on, but are not limited to, any of the following (Reasonable testing applies to all non-represented employees):

- a. Observable phenomena, such as direct observation of drug or alcohol use, possession, distribution during or immediately preceding work time; or the physical symptoms of being under the influence of drugs or alcohol, such as , but not limited to, slurred speech, dilated pupils, odor of alcohol, disorientation, dynamic mood swings, etc;
- b. A pattern of abnormal conduct, erratic or aberrant behavior, or deteriorating work performance (e.g. frequent absenteeism, excessive tardiness, recurrent accidents, etc.) which appears to be related to substance abuse or alcohol and does not appear to be attributable to other factors;
- c. The identification of an employee as the focus of a criminal investigation into unauthorized drug possession, use or trafficking;
- d. A report of alcohol or other drug misuse or abuse during or immediately preceding work time provided by a reliable and credible source;
- e. Repeated or flagrant violations of the Employer’s safety or work rules which post a substantial risk of physical injury or property damage and which appear to be related to substance abuse and do not appear to be attributable to other factors.
- f. All employees are prohibited from engaging in the following:
  1. Reporting to duty or remaining on duty while having a breath alcohol concentration of .06 or greater.
  2. Reporting to duty or remaining on duty while using a controlled substance (including prescription drugs that impair the employee’s ability to perform the assigned duties or jeopardizes the safety of others, unless the Employer has approved the employee’s use of the prescribed drug while working);
  3. Testing positive for alcohol or controlled substances. (All positive screens shall be reviewed by a MRO who shall be a licensed physician. All decisions of the MRO shall be final.);
  4. Using or possessing alcohol or illegal and/or non-prescribed controlled substances while on duty;
  5. Refusing to submit to a controlled substance or alcohol test when ordered to do so.
- g. If an employee violates any of the prohibitions listed in paragraph f above, the employee is subject to the following consequences:
  1. The employee may be disciplined up to and including dismissal.
  2. The employee may be reassigned.
  3. The employee may be referred to the Employee Assistance Program (EAP).
  4. The employee will be subject to re-evaluation, return to duty testing, and unannounced follow-up testing.
  5. The employee may be denied workers’ compensation benefits.

G. The Human Resources Department shall establish, maintain, and communicate standard operating procedures (SOPs) for effectively administering this policy in accordance with applicable laws and regulations and in cooperation with affected departments and agencies.



- H. In the event any part of this policy is determined invalid by operation of State or Federal law, the remainder of this policy shall remain in full force and effect.
- I. The parties acknowledge and agree that pre-employment testing is not a mandatory subject of bargaining and the Board of County Commissioners are reserving their right to make changes to this section at their sole discretion.

**SIDE LETTER TO AGREEMENT**

**Inability to Meet Minimum Qualifications which fall outside the Probationary Period**

This agreement reached between A.F.S.C.M.E. Local 544-03, and all Departments recognized under the Technical and Service Collective Bargaining Agreement, is for the purpose of identifying the procedure the Employer will follow in the event that an employee is unable to meet the minimum qualifications of a position which fall outside of the probationary period. This language shall not apply to any requirement to obtain a CDL license, as this is currently covered under Article 43, Commercial Drivers License.

The parties agree that employees shall be prepared to complete the necessary classes/courses and make an effort to pass the exam/test for the appropriate license at the first reasonable opportunity, with the ability to re-test, if needed, during the applicable timeframe. However, in the event that an employee is unable to pass the required course or test, the parties agree that one or both of the actions will be taken:

- (1) The employee may make a written request for an extension to the time period, which shall include appropriate documentation of progress towards meeting the minimum requirements. Only one (1) extension may be requested, and shall not exceed the time period in which the class or test is next offered. Approval for extension shall be decided upon by the Department Head in consultation with Human Resources.
- (2) The employee will be removed from the position, and he/she will be moved back to his/her former position, with such subsequent moving back to former positions as necessary (Employee A moves back to Position B, Employee B moves back to Position C, etc.). If the last employee affected by this movement does not have a former position to move back to, then he/she will be subject to layoff due to lack of work, unless there is an available vacancy that the last employee is able to accept through the bid process prior to the effective date of layoff.

The employee removed from the original position (Employee A) may not bid on the original position or one that has the same license/course requirements, for a period of twelve (12) months from the time that he was moved back to his former position, unless the employee has completed and/or obtained the required course or license at the time of bid.

FOR THE COUNTY

/s/ Brian Cunningham  
Human Resources Director  
Lucas County Commissioners

FOR THE UNION

/s/ Steve Kowalik  
Staff Representative  
AFSCME Ohio Council 8

Date: 10/17/11

**PAY EQUITY**

The parties agreed to hold a Labor Management meeting to discuss compensation inequity issues in the Technical and Services Chapter of Local 544. The parties further agree to commence discussions no later than April 1, 2021. Any mutually agreed upon revisions through these discussions are intended to supersede this agreement.

FOR THE COUNTY

/s/ James Walter  
Assistant Prosecuting Attorney  
Lucas County Prosecutor

s/ James Meadows  
Human Resources Director  
Lucas County Commissioners

FOR THE UNION

/s/ Steve Kowalik  
Regional Director  
AFSCME Ohio Council 8

/s/ Ed Jacobs  
Chapter Chairperson  
AFSCME Ohio Council 8, Local 544

Date: 12/5/2018

### Labor Management

The parties agree to immediately hold a Labor Management meeting to discuss the following mutual issues and concerns. Any mutually agreed upon revisions will be reduced to a Memorandum of Understanding signed by the parties:

- Overtime and other contractual issues presented by part-time employees
- Snow removal
- Additional functions to be required by Custodial Workers

#### FOR THE COUNTY

/s/ James Walter  
Assistant Prosecuting Attorney  
Lucas County Prosecutor

s/ James Meadows  
Human Resources Director  
Lucas County Commissioners

#### FOR THE UNION

/s/ Steve Kowalik  
Regional Director  
AFSCME Ohio Council 8

/s/ Ed Jacobs  
Chapter Chairperson  
AFSCME Ohio Council 8, Local 544

Date: 12/5/2018



PUBLIC SECTOR

**AUTHORIZATION/MEMBERSHIP**

LOCAL \_\_\_\_\_, AMERICAN FEDERATION  
OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

I request and hereby accept membership in the American Federation of State, County and Municipal Employees, AFL-CIO (herein called AFSCME) and the appropriate subordinate body(s) (the Union) and authorize the subordinate body(s) to act as my exclusive bargaining representative for purposes of collective bargaining with respect to rates of pay, wages, hours and all other terms and conditions of employment with my employer. I agree that my membership shall be in accordance with the provisions of the Constitution of AFSCME and its subordinate bodies. It is further agreed that my membership may be revoked by me by giving written notice of my desire to withdraw from union membership to a subordinate body. I understand that my membership authorization is separate from my checkoff agreement and that I may only revoke dues authorization in accordance with the procedure set forth below.

Print Name \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Employee Signature \_\_\_\_\_ Date \_\_\_\_\_  
Cell \_\_\_\_\_ Personal Email \_\_\_\_\_

\*By providing my cell phone number I consent to receiving calls (including recorded or automated calls or texts) at that number from AFSCME and its affiliated labor, political and charitable organizations on any subject matter. My carrier's rules may apply. I may notify my preferences by calling the union at 814-241-1218 or emailing the union at [authorization@afscme.org](mailto:authorization@afscme.org)



**AUTHORIZATION AGREEMENT  
FOR PAYROLL DEDUCTION  
(CHECKOFF AGREEMENT)**



Effective immediately, I hereby voluntarily authorize and direct my employer to deduct from my wages each pay period, or such other period as set forth in the applicable collective bargaining agreement, the amount of dues, initiation fees or assessments certified by the Union and as they may be adjusted periodically by the Union which shall be remitted to a subordinate body of AFSCME. This voluntary authorization and assignment shall be irrevocable, regardless of whether I am or remain a member of the Union, for a period of one year from the date of execution and for year to year thereafter, unless I give the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty five (25) days before the end of any yearly period.

This Agreement supersedes any prior checkoff agreement/card I signed. I recognize that my authorization of dues deductions, and the continuation of such authorization from one year to the next, is voluntary and not a condition of my employment. I understand that I have a right to retain employment without joining the union or paying union dues.

Payments to the Union are not deductible as charitable donations for federal income tax purposes. However, they may be tax deductible as ordinary and necessary business expenses.

Print Name \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_  
State \_\_\_\_\_ Zip Code \_\_\_\_\_ Home: ( ) \_\_\_\_\_ Personal Cell: ( ) \_\_\_\_\_  
Personal Email \_\_\_\_\_ Last 4 Digits of Your Social Security No. \_\_\_\_\_  
Employer \_\_\_\_\_ Job Title \_\_\_\_\_  
Worksite/Building \_\_\_\_\_ Shift \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

\*By providing my cell phone number I consent to receiving calls (including recorded or automated calls or texts) at that number from AFSCME and its affiliated labor, political and charitable organizations on any subject matter. My carrier's rules may apply. I may notify my preferences by calling the union at 814-241-1218 or emailing the union at [authorization@afscme.org](mailto:authorization@afscme.org)

(Revised 2/23) (Council)

SIDE LETTER TO AGREEMENT

This Side Letter Agreement (hereafter “this Agreement”) is hereby entered into by and between A.F.S.C.M.E. Local 544-03, and Lucas County, Ohio (hereafter the employer) (hereafter collectively “the parties”). Pertaining to the parties agree as follows:

Will commence with-in a reasonable time frame after ratification of both parties to discuss and memorialize through Labor Management, Art. 19 of the CBA regarding:

MOU Article 33 (recognized pay grade for Permit Specialist III)

Current Pay Grade and Title Classification Updates for 2025

Art. 7 clarify Bidding Procedure language in CBA

LC4 Footwear allowance of \$120.00 for Kennel Workers, Vet Techs and Vet Assistant

Rest Period for Officers

Discuss Additional Certification/License pay (re GIS, AutoCad, Project Management, Back Flo Prevention and Locksmith)

FOR THE COUNTY

/s/ TRENT BURNER  
Human Resources Director  
Lucas County Commissioners

/s/ BIRDENA MARTIN  
Employee Relations Manager  
Lucas County Commissioners

Date: 11/07/24

FOR THE UNION

/s/ JASON BOGEL  
Staff Representative  
AFSCME Ohio Council 8

/s/ DARREL PHILLIPS  
Chapter Chairperson  
AFSCME Ohio Council 8, Local 544

/s/DAVID KOVACS  
Chief Steward  
AFSCME Ohio Council 8, Local 544

# LUCAS COUNTY COMMISSIONERS PAY SCALE 2025 T&S BARGAINING UNIT

STEP 1			STEP 2			STEP 3			STEP 4			STEP 5		
Pay Grade	Hourly Rate	Annual	Pay Grade	Hourly Rate	Annual	Pay Grade	Hourly Rate	Annual	Pay Grade	Hourly Rate	Annual	Pay Grade	Hourly Rate	Annual
16	15.25	31,720.00	16	15.14	33,571.20	16	16.85	35,048.00	16	17.69	36,795.20	16	18.58	38,646.40
17	16.48	34,278.40	17	17.33	36,046.40	17	18.22	37,897.60	17	19.1	39,728.00	17	20.06	41,724.80
18	17.69	36,795.20	18	18.58	38,646.40	18	19.58	40,726.40	18	20.54	42,723.20	18	21.5	44,720.00
19	19.1	39,728.00	19	20.06	41,724.80	19	21.06	43,804.80	19	22.17	45,113.60	19	23.25	46,360.00
20	20.54	42,723.20	20	21.5	44,720.00	20	22.62	47,049.60	20	23.75	49,400.00	20	24.91	51,812.80
21	22.17	46,113.60	21	23.25	48,360.00	21	24.34	50,627.20	21	25.61	53,268.80	21	26.92	55,993.60
22	23.75	49,400.00	22	24.91	51,812.80	22	26.22	54,537.60	22	27.47	57,137.60	22	28.87	60,049.60
23	25.61	53,268.80	23	26.92	55,993.60	23	28.28	58,822.40	23	29.59	61,547.20	23	31.11	64,708.80
24	27.47	57,137.60	24	28.87	60,049.60	24	30.33	63,086.40	24	31.84	66,227.20	24	33.41	69,492.80
25	29.59	61,547.20	25	31.11	64,708.80	25	32.67	67,953.60	25	34.36	71,468.80	25	36.08	75,046.40
26	31.84	66,227.20	26	33.41	69,492.80	26	35.07	72,945.60	26	36.86	76,668.80	26	38.64	80,371.20
27	34.36	71,468.80	27	36.08	75,046.40	27	37.82	78,665.60	27	39.71	82,596.80	27	41.73	86,798.40
28	36.86	76,668.80	28	38.64	80,371.20	28	40.52	84,281.60	28	42.68	88,774.40	28	44.81	93,204.80
29	39.71	82,596.80	29	41.73	86,798.40	29	43.83	91,166.40	29	46.03	95,742.40	29	48.29	100,443.20
30	42.68	88,774.40	30	44.81	93,204.80	30	47.05	97,864.00	30	49.45	102,856.00	30	51.83	107,806.40