

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**LAWYERS IN ACTION TO WIN SUPPORT (L.A.W.S.),
NATIONAL ORGANIZATION OF LEGAL SERVICE
WORKERS (NOLSW), LOCAL 2320,
UNITED AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA
(UAW), AFL-CIO**

AND

LUCAS COUNTY BOARD OF COMMISSIONERS

**LUCAS COUNTY DEPARTMENT OF
JOB & FAMILY SERVICES,
DIVISION OF CHILD SUPPORT**

February 1st, 2025 - January 31st, 2028

TABLE OF CONTENTS

	Page
1. AGREEMENT	1
2. DEFINITIONS, FORMAT & TIME COMPUTATIONS	1
3. NONDISCRIMINATION	2
4. HARASSMENT	2
5. FINANCIAL INFORMATION	2
6. SENIORITY	3
7. PERFORMANCE EVALUATIONS	5
8. PERSONNEL FILES	6
9. DISCIPLINE	6
10. UNION RIGHTS	9
11. MANAGEMENT RIGHTS	11
12. LABOR-MANAGEMENT	12
13. DEDUCTIONS	13
14. PROBATIONARY PERIODS	14
15. EMPLOYMENT SECURITY	15
16. GRIEVANCES	15
17. STRIKES & LOCKOUTS	17
18. HOLIDAYS	17
19. VACATION	18
20. SICK LEAVE	20
21. UNPAID LEAVE	23
22. COURT LEAVE	24
23. FAMILY & MEDICAL LEAVE ACT	24
24. LUNCH PERIOD	24
25. WORKING CONDITIONS	25
26. PRIVACY	25
27. TRAINING	26

28. TRAVEL EXPENSES	27
29. OFFICE ACCESS	27
30. PRIVATE PRACTICE	27
31. PROFESSIONAL PARTICIPATION	27
32. SECURITY	28
33. WORKLOAD	28
34. REGULAR WORKING HOURS	29
35. FLEX TIME	29
36. MAINTENANCE OF STANDARDS	30
37. OVERTIME EXEMPT STATUS	30
38. SIGN-IN & SIGN-OUT	30
39. INSURANCE	30
40. PROFESSIONAL FEES	31
41. INCENTIVES	31
42. SALARY	31
43. JOB DESCRIPTION	32
44. SAVINGS & SEVERABILITY	33
45. DRUG TESTING	33
46. DURATION	36
APPENDIX A - SALARIES	37
APPENDIX B - JOB DESCRIPTIONS	38
INDEX	40
SIDE LETTERS	44-48
SIGNATURE PAGE	49

1. AGREEMENT

The general purpose of this agreement is to establish mutually satisfactory relations between the Agency and its attorneys; to establish and maintain satisfactory benefits, working conditions, hours of work, procedures for such, pay; and to record the procedure for the prompt and equitable disposition of grievances for all attorneys who are subject to the provisions of this agreement.

Recognizing the common dependence of the Agency and of its attorneys upon the success of the Agency as a whole, the parties to this agreement support the mutual objectives of increased productivity and efficiency, of open channels for transmission of information and concerns, of mutual and peaceful means of resolving problems, and jointly promote the goodwill between the parties that is necessary to achievement of this agreement. No grievance shall be filed based upon this article.

2. DEFINITIONS, FORMAT & TIME COMPUTATIONS

The following definitions, formatting requirements, and time rules apply to this Collective Bargaining Agreement, unless otherwise specifically noted in this Agreement.

2.1 Definitions

- (a) "Attorney" or "employee" shall mean a CSEA attorney and/or CSEA Attorney/Specialized Assignments in the collective bargaining unit covered by this agreement.
- (b) "Days" means working days, unless otherwise specifically noted in this Agreement.
- (c) "Employer" means the Lucas County Board of County Commissioners.
- (d) "Program" or "Agency" refers to CSEA and its component services.
- (e) "Union" refers to the Lawyers in Action to Win Support (LAWS), NOLSW, Local 2320, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL-CIO.
- (f) "Parties" are the parties to this collective bargaining agreement, the Employer and Union, respectively.
- (g) "Client" means the state of Ohio.
- (h) "Human Resources" and "County Personnel Department" are interchangeable.

2.2 Format

The **2025** Collective Bargaining Agreement may be referred to as the "**2025** CBA" or as the "agreement." References to the singular may also refer to the plural, and vice versa, depending upon context.

2.3 Time Computations

Filing, service, application or submission is completed upon personal delivery, or upon depositing of the pertinent materials in the U.S. mails, with appropriate postage and mailing address.

If filing, service, application or submission of materials are completed by mailing, the deadline for the filing, service, application or submission of responsive materials is extended by 3 days from the date of the postmark, including postage meter postmark.

3. NONDISCRIMINATION

3.1

The Employer shall not discriminate in employment issues, including, but not limited to, hiring, compensation or advancement on the basis of race, religion, color, creed, sex, gender, gender identity, age, marital status, national origin, sexual orientation, disability, political affiliation, union membership or on any other basis prohibited by law.

3.2

All references to attorneys in this Agreement designate both sexes and wherever the male or female gender is used, it shall be understood to include both male and/or female attorneys, except as specifically designated.

3.3

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

4. HARASSMENT

It is the policy of the Board of Lucas County Commissioners to guard against any improper conduct in all of its departments, divisions, agencies and boards so as to maintain a quality working environment for all of the employees of the Board of Lucas County Commissioners in that they may work free from discrimination, intimidation, humiliation, insult, ridicule, offensive physical or verbal abuse of a sexual, ethnic, racial or religious nature per policy established by resolution no. 12-426 as may be amended.

5. FINANCIAL INFORMATION

The Employer shall provide the Union local unit chairperson with all related budget information upon request. Budget items for the legal department shall be discussed in Labor-Management

meetings, pursuant to Article 12.

6. SENIORITY

6.1 Definition

Seniority is the amount of an attorney's continuous service as a bargaining unit attorney. An attorney's position on the seniority list is determined by a date which is the month, day and year of hire into the bargaining unit. In cases where adjustment must be made among attorneys having the same seniority date, the selection shall be made by drawing of lots, or coin flip.

6.2 Distribution of Offices

A. Once during the life of this Agreement, upon notice to the Employer by the Union, bargaining unit attorneys may select and move offices from among the offices reserved for bargaining unit attorneys, according to the order of seniority. Moving shall take place on time not during regular office hours. In addition to the offices now occupied by management personnel, an office shall be reserved for the position of supervising attorney.

B. In the event a vacancy occurs in an office and no new attorney is hired, the most senior interested attorney may move into that office. On the basis of seniority, attorneys may choose to move into the office vacated by the next most senior attorney. The new attorney shall move into whatever office is left vacant.

6.3 Accrual

Seniority with the Agency shall accumulate from the most recent date of employment except as provided above and shall accrue during all authorized leaves with pay. Seniority shall not accrue, but shall not be lost, during all authorized leaves without pay.

6.4 Retention of Accrued Seniority for Current Attorneys

All current attorneys shall retain the seniority and accrued leave time to which they are entitled as of the effective date of this Agreement, including provisions in the CSEA Agreement dated December 17, 1987 between CSEA, the Prosecutor and the Commissioners as to seniority matters.

6.5 Seniority List

CSEA shall maintain an updated seniority list and shall provide a copy of the same to the Union upon request.

6.6 Loss of Seniority

An attorney's seniority shall terminate when: (1) the attorney voluntarily resigns, (2) is discharged for just cause, (3) retires, (4) over-stays a leave of absence.

6.7 Layoffs and Recall

(A) Notice of Layoff

The employer shall lay off attorneys according to the procedure outlined in Section 124.321 to 124.327 of the Ohio Revised Code, unless specifically modified by the terms of this Article. The Union shall be notified thirty (30) days in advance of the proposed layoff. The parties shall meet to discuss the proposed layoff.

Attorneys may be laid off as a result of lack of work, or lack of funds. There shall be no layoffs of current attorneys during the life of the CBA due to abolishment of positions or reorganization by the County Commissioners. However, any rule, regulation or mandate imposed by a public entity or public official other than the Board of County Commissioners can result in layoffs, based upon lack of funds, lack of work, reorganization or abolishment of positions.

All layoffs shall be in order of reverse seniority within the attorney's classification.

(B) Voluntary Layoffs

Before instituting involuntary layoffs, the Employer, at the same time as Notice of Layoff is given to the affected attorneys, will request voluntary layoffs. In the event of more than one volunteer, the attorney with the most seniority will be laid off. In the event of no volunteers, involuntary layoffs may proceed according to subsection (c), following.

(C) Order of Layoffs

Unless otherwise agreed by the parties, the Employer shall first layoff all temporary Attorneys and then permanent Attorneys in reverse order of seniority.

(D) Recall

The Employer will maintain a recall list of all Attorneys on layoff. When an opening occurs in the bargaining unit, the most senior Attorney on the recall list will be offered the position. Attorneys shall remain on the recall list for twenty-four (24) months after the date of their layoff. Before a new attorney may be hired into a bargaining unit position, all laid off Attorneys still properly on the recall list must have refused an offer of the open job. In order to be maintained on the recall list, all laid-off Attorneys shall furnish the Employer with their current address. An Attorney who cannot be reached at the provided address or who does not respond to a recall offer within two (2) weeks of the date of receipt of a certified mail offer shall be presumed to have refused recall.

(E) Continuation of Insurance

Attorneys who are laid off shall receive continuation of basic group health insurance in accordance with the current Lucas County Employee Benefits Eligibility Rules.

6.8 Job Posting and Bidding

When a vacancy occurs or a new position is created within the bargaining unit and the Employer determines to fill said vacancy or position, a written notice shall be posted. The notice of vacancy shall be on a form mutually agreed to by both parties. The Local Union Chairperson shall receive a copy of each vacancy notice.

Attorneys shall be allowed ten (10) working days to file an application to fill vacancies.

An attorney may bid on any posted vacancies for which he feels he may qualify. Union stewards or officers may submit bids on behalf of bargaining unit attorneys.

The Employer will see to it that bid forms shall be available at each posted location. All vacancies within the bargaining unit shall be filled as soon as possible.

Positions shall be awarded from a list of three eligible bidders. Bidders shall be eligible on the basis of seniority and qualifications. Said eligibility list shall consist of the three (3) most senior qualified attorneys. The Employer will consider an incomplete bid list so long as the bidders have the necessary seniority and qualifications. If no internal bidders meet the seniority and qualifications requirements, then the Employer can solicit applicants from outside the Agency.

Examples or qualifications to be considered include, but are not limited to, work records, professional involvement, disciplinary records and job qualifications.

Bid lists containing the name and seniority date of all qualified bidders shall be posted.

All interviewed job bidders who applied for a position shall be notified in writing of who was selected within five working days of the selection. An attorney who has been awarded a promotion shall earn the higher rate of pay the first day of the first pay period after selection.

6.9 Job Postings

CSEA and other county salaried jobs shall be posted in the Legal Department, to the best of the employer's ability.

7. PERFORMANCE EVALUATIONS

Any performance evaluation system utilized by the Employer will be implemented with input from the Bargaining Unit, through the Labor-Management Committee process. Serious consideration will be given to peer input as part of any evaluations system. Performance evaluations shall include a review of the attorney's job performance as reflected in the attorney's job description. Any evaluations shall be conducted by the Director, or his/her designee. Performance evaluations are non-grievable.

8. PERSONNEL FILES

8.1 Files

An employee's official personnel file shall be maintained in the Lucas County Commissioners' Human Resources office. A managerial personnel file may be maintained by the agency, if necessary for management purposes. There shall be no other employee personnel files.

8.2 Employee Access and Response

An employee and his/her representative shall have the right to review his/her official personnel file within five (5) working days of a written request to the Director or his/her designee. The employee may have a union representative present. Said review shall be conducted at the mutual convenience of the parties during normal working hours.

An employee shall be given a copy of anything in his/her official personnel file within five (5) working days upon written request to the Director or his/her designee.

An employee shall receive a copy of anything being placed in his/her official personnel file when it is placed there upon request to the Director or his/her designee.

An employee may respond in writing to information in his/her official personnel file or to a complaint from a citizen, or may supplement information in his/her official personnel file, and the response or supplemental information shall be included in the file.

8.3 Expunction

A verified complaint shall be expunged from his/her file after one year if no additional complaints have been received. Ongoing investigations and employee discharges are excluded from this section.

8.4 Non-Disclosure

The parties agree to abide by the applicable laws regarding personnel files.

9. DISCIPLINE

9.1 Reasons for Discipline

An attorney may be disciplined for reasons of incompetence, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, or any other failure of good behavior, or any other acts of malfeasance, misfeasance, or nonfeasance, for just and reasonable cause, up to and including dismissal. The parties agree that disciplinary action shall be progressive and corrective, except, certain offenses may call for bypassing disciplinary steps. Discipline by the Employer shall be initiated by the Director or his/her designee.

When an attorney is guilty of an infraction serious enough to require reprimand, the original reprimand will consist of a verbal reprimand. The reprimand will be noted in the attorney's personnel file.

When it becomes necessary to reprimand an attorney the second time for a similar offense within a six (6) month period, the reprimand will be in writing.

When it becomes necessary to reprimand the same individual for a similar offense within a one (1) year period after the written reprimand, disciplinary action, consisting of a suspension or dismissal may be taken, depending on the severity of the offense.

When an attorney is to be disciplined, the charges shall be reduced to writing. The charges shall be given to the attorney, the Steward and the Chapter Chairperson within ten (10) working days of the Employer's knowledge of the incident. An attorney shall have the right to appeal disciplinary action through the Grievance Procedure. When filing a grievance concerning a suspension, or removal, the grievance shall be submitted to the Director at Step 4 of the grievance procedure.

An attorney is entitled to have a Union Representative present during any disciplinary meeting.

9.2 Types and Extent of Discipline

Disciplinary action can include the following: verbal reprimand, written reprimand, a suspension, or removal. At no time shall the Employer use other methods of discipline, except upon agreement of the Union. The parties recognize that certain offenses are serious enough to require the skipping of one or more disciplinary steps. When an attorney is guilty of an infraction serious enough to require reprimand, the original reprimand will consist of a verbal reprimand. This reprimand will be noted in the attorney's personnel file.

A. The purpose of discipline is constructive and shall be applied progressively. This discipline will, except under unusual circumstances, begin with an oral warning and if the attorney's behavior does not change, progress to a written reprimand or suspension.

B. When an alleged cause for discipline is so serious that it is necessary that the attorney immediately cease work and leave the Employer's premises, The Director will offer the attorney an opportunity for hearing which, if requested by the attorney, will be scheduled within three (3) working days.

9.3 Pre-Disciplinary Meetings, Counseling

Within five (5) days of the County Personnel Department's submission of the written charges of a proposed discipline to the employee and the Chapter Chairperson, the Union and the County Personnel Department shall have informal discussion as to the charges. If the matter is not mutually agreed upon, then the Union has five (5) days to request a meeting. This meeting shall occur within fifteen (15) days of the request by the Union. All times can be extended by mutual agreement.

If the disciplinary action being considered is a suspension of ten (10) days or less, the pre-disciplinary meeting will be before the Director. 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 Director or designee 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, the Director, and a third person designated by the Board of County Commissioners. 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, if any, disciplinary action will be imposed.

Records of suspension shall cease to have force and effect twelve (12) months from the date of issuance and shall upon the written request of an attorney, be removed from the personnel file, provided that no intervening discipline has occurred. Written reprimands and warnings or derogatory notations shall cease to have force and effect twelve (12) months from the date of issuance and shall upon the written request of an attorney, be removed from the personnel file, providing no intervening discipline has occurred. Removal of disciplines from the personnel file shall be in accordance with federal, state and local law and regulations, including but not limited to, the Ohio Public Records Act, as such law(s) may be amended from time to time.

A pending criminal charge shall in no way interfere with or change the procedure outlined herein. Upon consultation between the Employer and the Union, an attorney may be temporarily reassigned by the Employer.

There shall be no regulation of an attorney's off-duty personal conduct provided that it does not affect the attorney's employment status, job performance, or have a substantial impact on the Employer's reputation.

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 records shall be removed from the employee's personnel file after one (1) year from their issuance.

The employee to be counseled and the Chapter Chairperson will be given a copy of all counseling records.

Effective upon ratification of this collective bargaining agreement by the Union and approval by the Board of Lucas County Commissioners, this section of Article 9 will be grievable.

9.4 Resignation in Lieu of Removal

Any attorney, whose removal from the Agency is sought, may resign and the record shall show that the attorney resigned of his own accord. An attorney who resigns under this section will not

be entitled to re-employment rights.

9.5 Appeal of Disciplinary Hearing

An attorney shall have the right to appeal a disciplinary action through the Grievance Procedure.

9.6 Attorney Assistance Program

The parties recognize that attorneys have the right to utilize the county EAP program.

10. UNION RIGHTS

10.1 Recognition

The Employer recognizes the Union as the sole and exclusive bargaining representative for the defined bargaining unit set forth in SERB Case #93-REP-12-0253.

10.2 Union Dues Collection

The Employer shall deduct during the life of this Agreement, from the wages of members of the bargaining unit, membership dues, initiation fees and assessments in Local 2320, U.A.W., for each attorney who has signed an authorization card for such deductions. 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. All sums deducted shall be forwarded to the Local Union Officers, as designated by the Union, within ten (10) days after the deductions are made, along with a written accounting showing the name, address, Social Security number, and amounts deducted for each member.

10.3 Union Security (Fair Share)

If the law as it pertains to fair share fee is overturned, the language will be returned to its full force and effect.

10.4 Steward's Duties

The Union shall be permitted one (1) Steward.

In the absences of the Steward, the Chairperson or his/her designee may assume the Steward's duties. If the Chairperson designates an alternate steward, the Chairperson shall notify the Director or designee in writing of that designation.

Attorneys may be represented by the Steward, or the Chairperson or his/her designee at any step of the Grievance Procedure, and at any disciplinary meeting, investigatory or otherwise, at which an attorney is required to be present.

Meetings during working hours for the conduct of Union business will be restricted to attendance by the Steward or the Chairperson or his/her designee. The aforementioned persons 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 Steward or Chairperson, or his/her designee, shall be permitted reasonable time to conduct union business in the Legal Department represented by this agreement. Abuse of these general provisions can lead to disciplinary actions, but whenever possible, abuses shall first be discussed in a labor-management meeting.

10.5 Representatives of Union

The Employer agree that accredited representatives of the United Automobile, Aerospace and Agricultural Implement Workers of America, AFL-CIO, Local 2320, whether unit, local union, region or international representatives, shall have the right to visit the premises of the Employer at any time during working hours for the purpose of investigating compliance with the terms of this agreement. Such representative shall report to an authorized administrative representative of the Employer upon entering the premises. It is also understood that such visits will not interfere with the day-to-day work operations of the Legal department.

10.6 Continuation in Pay Status

If a Union member is required to meet with the Employer, attend hearings or meetings under the Grievance Procedure, or attend Labor-Management meetings, the meeting or hearing shall be held during normal working hours and shall be considered part of a regular workweek. Except as expressly provided in this Agreement, no Union business will be conducted during regular working hours.

10.7 Bulletin Boards

The Employer will provide one appropriate bulletin board in the Union Room of the employer at which members of the bargaining unit are employed. Union bulletin boards will be used exclusively by the Union for Union information and will be of reasonable size depending upon the available space in the appropriate department. However, said bulletin boards shall not contain personal attacks, political comments against any county official or management attorney and no inflammatory, slanderous and libelous material. In consideration for these assurances by the Union, Management agrees to exercise the same restraint toward the Union and its officials with regard to items posted on the walls of the Employer's premises.

10.8 Use of Facilities

The Union may use the Employer's premises for Union meetings one hour before and one hour after regular working hours, as well as during the lunch hour. Union meetings shall not interfere with the operations of the agency. The Union shall request advance permission for the use of any common areas, and permission shall not be unreasonably withheld. Bargaining unit members shall have the right to use Agency phones, provided that calls are kept to a minimum, do not interfere with the normal functions of the office, and are charged to the attorney's personal or Union account, not to the Agency.

10.9 Mailboxes

Union members shall have the right to receive Union notices and other materials at their offices and in their mailboxes.

10.10 Union Leave

In addition to the rights set forth elsewhere in this collective bargaining agreement, a representative of the Union shall be granted up to eight (8) days of paid leave time per year to conduct other Union business. The Union shall provide the Employer with at least seven (7) working days advance notification of the member who will be utilizing the leave and for what period of time. The member will complete a time sheet for this leave as determined by the Employer.

11. MANAGEMENT RIGHTS

11.1

The Employer retains all of its rights, functions, duties and responsibilities to manage the department as prescribed in the Ohio Revised Code, except where those rights are explicitly mentioned as limited by this agreement. Further it is recognized by the parties that the Employer retains all rights and authority necessary to manage the department unless otherwise specifically modified by this Agreement.

11.2

Management rights include but are not limited to the rights to:

- A. Determine matters of inherent managerial policy which includes, but is not limited to areas of discretion or policy such as its functions and programs, standards of services, its overall budget, utilization of technology and organizational structure;
- B. Determine the overall methods, process, means or personnel by which the Department's operations are to be conducted, including the introduction of new methods to the work force;
- C. Determine the adequacy of the work force in terms of size, quality and position qualification;
- D. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain attorneys;
- E. Direct, supervise, evaluate, or hire attorneys;
- F. Maintain and improve the efficiency and effectiveness of Department operations, including the allocation and assignment of work, fixing standards of quality and quantity of work to be done, and reorganization of the Agency structure due to lack of work, lack of funds, or for greater efficiency. The parties recognize that an attorney's professional judgments will be considered in the application of this section of Article 11;

- G. Determine the Department's overall mission as a unit of government;
- H. Effectively manage the work force;
- I. Take actions necessary to carry out the Department's governmental mission.

11.3

If either party is required to negotiate during the term of this agreement on an item not explicitly covered by the existing language of the agreement, the Employer can implement a last and best offer if no agreement is reached after a reasonable period of good faith negotiations, including an attempt at resolving the dispute with the assistance of mediation. Said last and best offer shall be reasonable, and not arbitrary or capricious. The Union reserves the right to grieve any offer implemented as a result of said negotiations.

11.4 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. The Union may grieve on the basis of the reasonableness of the work rules.

12. LABOR-MANAGEMENT

12.1 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 as soon as possible. The parties shall discuss any items brought to Labor-Management meetings.

The Union may be represented by the Unit Chairperson, the Vice-Chairperson and the Steward. Management may be represented by three (3) authoritative representatives. The Regional Organizer or his/her designee and a member of Human Resources may also attend, in addition to the three (3) parties on either side. By mutual agreement, if both sides feel it is necessary, an additional representative may be brought in by either side to provide requested information relevant to the issues being discussed at Labor-Management.

Whenever possible, an agenda will be furnished at least three (3) working days in advance of the scheduled meeting by the party requesting the meeting.

Union representatives of the Labor-Management committee shall not suffer loss in pay for attendance at such meetings provided by this Article. However, such meetings which extend beyond the workday shall be on non-paid time.

Within fifteen (15) working days from the date of any Labor-Management meeting, Management or the Union shall respond either orally or in writing to the other party on any issues which

require an answer.

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

Labor-Management meetings are not an extension of collective bargaining between the parties.

The Agency reserves the right to provide information at Labor-Management meetings without any legal duty to arrive at an agreement with the Union. The Union reserves the right to grieve issues discussed at Labor-Management meetings, if said issues are specifically part of the existing collective bargaining agreement.

12.2 Response to Communications

In the spirit of cooperation, both the parties shall acknowledge and/or respond as best as possible, to each other's day-to-day communications.

12.3 Printing Costs

The Employer and the Union agree to provide each attorney with a copy of this Collective Bargaining Agreement.

A. The cost of printing this Agreement shall be paid by the Employer.

B. If this Agreement is to be printed outside of a county agency, it shall be done by a Union printer.

12.4 Court Meetings Participation

CSEA management agrees to meet with LAWS representatives to obtain input, and to advise LAWS of any decisions reached.

13. DEDUCTIONS

13.1

The Employer agrees to make payroll deductions from an attorney's gross wages for the following, provided that it has a signed request from the attorney to do so: (a) the Toledo Metro Federal Credit Union, (b) the deferred compensation plan(s) administered by the County, (c) the "Section 125" benefit plan(s), and (d) the disability insurance plan(s) offered by the County.

13.2 V-CAP

During the life of this Agreement, the Employer agrees to deduct from the pay of each attorney voluntary contributions to UAW V-CAP, provided that each such attorney executes or has executed an Authorization for Assignment and Check-off of Contributions to UAW V-CAP form; provided further however, that the Employer will continue to deduct the voluntary contributions to UAW V-CAP from the pay of each attorney for whom it has on file an

unrevoked authorization form.

Deductions shall be made only in accordance with the provisions of and in the amounts designated in said authorization form, together with the provisions of this section of the Agreement.

A properly executed copy of the authorization form for each attorney for whom voluntary contributions to UAW V-CAP are to be deducted hereunder, shall be delivered to the Employer before any such deductions are made. Deductions shall be made thereafter only under the applicable authorization forms which have been properly executed and are in effect.

Deductions shall be initiated promptly following receipt of the check-off authorization form and shall continue until the check-off authorization is revoked in writing.

The Employer agrees to remit said deductions promptly to UAW V-CAP, care of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW). The Employer further agrees to furnish UAW V-CAP with the names and addresses of those attorneys for whom deductions have been made. The Employer further agrees to furnish UAW V-CAP with a monthly and year-to date report of each attorney's deductions. This information shall be furnished along with each remittance.

The Employer shall be responsible to correct any errors made under this section of this article, but the Employer is otherwise held harmless for any errors in the employee deductions made under this section of this article.

Deductions under this section of this article shall be subject to the Auditor's policies regarding the frequency of all deductions.

14. PROBATIONARY PERIODS

The probationary period for any bonus or incentive of any nature and for Employer paid CLEs shall be 120 calendar days.

14.1 Initial Probationary Period

The initial probationary period shall be one hundred-eighty (180) calendar days. The Employer may terminate an attorney in the initial probationary period at any time within the probationary period. An attorney has no bidding rights during the initial probationary period.

14.2 Promotion or Transfer Probationary Period

The promotion or transfer probationary period shall be ninety (90) calendar days. The attorney who has been promoted or transferred shall have the right to return to his/her previous position at any time during the probationary period. The Employer may return the attorney to his/her previous position at any time during the probationary period. In the event of a promotion or transfer to a position outside of the bargaining unit, an attorney shall not accrue seniority for time served in the position outside of the bargaining unit, and shall lose his/her bargaining unit seniority if he/she remains in the non-bargaining unit position at the conclusion of the

probationary period. An attorney who returns to the bargaining unit within the probationary period shall not lose any seniority previously accrued in the bargaining unit, and shall resume accrual of seniority upon his/her return to the bargaining unit. However, in the event that an attorney has taken a promotion or a transfer to a non-bargaining unit position, and has remained in that position beyond the end of the probationary period, and that attorney subsequently applies for a vacant position in the bargaining unit, upon being hired into the bargaining unit, that attorney shall have restored to him/her the lost seniority previously earned while in the bargaining unit, and shall resume accrual.

15. EMPLOYMENT SECURITY

There shall be no layoffs of any bargaining unit attorneys during the life of this Agreement as a direct result of subcontracting, except as otherwise provided for in article 6.7 of this agreement.

16 GRIEVANCES

16.1 Definition

A grievance shall be defined as a dispute concerning the interpretation or application of a specific term of this collective bargaining agreement. The Union may file a grievance on behalf of an individual attorney, a group of attorneys, or on behalf of the Union itself.

16.2 Grievance Procedure

Upon the determination that a grievance exists, the steps toward resolution shall be as follows. By mutual agreement, the parties may skip steps.

Step 1: Attorneys having a grievance shall first seek informal resolution with the Manager or his/her designee, who shall be an attorney. The attorney and the Steward, or other Union representative set forth in Article 10.4, will discuss the grievance with the Manager or his/her designee who will make every reasonable effort to effect a settlement in accordance with the provisions of the Agreement.

Step 2: If the grievance is not resolved by the method outlined above, a written grievance will be submitted to the Manager or designee, who shall prepare and return his/her answer within five (5) working days.

Step 3: If the grievance is not resolved by the Manager or designee within the specified time, it will be presented to the Deputy Director with the Manager's or designee's answer and the reason that the response was unsatisfactory within five (5) working days. The Deputy Director will return his/her answer to the Steward within five (5) working days.

Step 4: If the grievance is not resolved by the Deputy Director or designee within the specified time, it will be presented to the Director with the Deputy Director's or designee's answer and the reason that the response was unsatisfactory within five (5) working days. The Director will return his/her answer to the Steward within five (5) working days.

Step 5. If the grievance is not resolved through the above procedure, the grievance may be submitted to the Employee Relations Manager of the Board of County Commissioners within five (5) working days after the answer in Step 4. The grievance must include the written responses from each step of the procedure.

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. Requests submitted after the deadline shall be heard at the next scheduled hearing. The County Commissioners, or designee will attempt to render a written decision within seven (7) working days after the hearing.

- A. Grievances that effect more than one (1) classification shall be presented at Step 3 of this procedure.
- B. In the event that the Employer fails to respond within the specified time in Steps 1, 2 or 3, the grievance will automatically move to the next step.
- C. Grievances filed pursuant to Article 12 (Job Posting and Bidding) will be filed at Step 3 of the Grievance process
- D. A copy of all grievances filed will be submitted to the Human Resources Manager in the Human Resources Department.

Step 6: Binding Arbitration: All grievances may be submitted to binding arbitration at the request of the Union.

- 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 (2) parties.
 - 1. Attorneys called as witnesses by either party shall receive their regular rate of pay while attending such hearings.
 - 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 statutes and other applicable laws, and shall be binding upon both parties.

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

16.3 Miscellaneous

Each party shall have access to all records of unprivileged information used and relied upon by the other party in the determination and processing of the grievance. The parties shall exchange all known documents and witness lists at least twenty-four (24) hours prior to the scheduled hearing date.

No retaliation shall be permitted against an attorney for filing a grievance or for presenting evidence at a grievance hearing.

All denials of grievances shall set forth the reasons for denial.

17. STRIKES & LOCKOUTS

There shall be no strikes and no lockouts during the term of this Agreement.

18. HOLIDAYS

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

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Good Friday (Full Day)**
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Election Day (1/2 Day)**
- Veteran's Day
- Thanksgiving Day
- The day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

D. Half-Day will be granted to attorneys for Election Date the first Tuesday in November, Half day AM/PM shifts will be based on seniority. There will be no time off for early voting.

Any other commemoration or mourning days in honor of which the Lucas County

Commissioners shut down other than essential services (e.g. Public Safety) shall be a paid holiday for members of this bargaining unit.

A. Holidays which fall on a Saturday shall be observed that preceding Friday. Holidays which fall on a Sunday shall be observed the following Monday.

B. Part-time or intermittent attorneys will be eligible to receive holiday pay for the number of hours that they would normally be scheduled to work during the day on which the holiday is observed, if they also qualify under C, below.

C. Only attorneys in active pay status (i.e. eligible to receive pay for the day immediately preceding and the day immediately following the holiday observance) will be eligible for holiday pay.

19. VACATION

Each full-time employee, including full-time hourly-rated employee after services of one (1) year with the county or any political subdivision of the state, shall have earned and will be due upon the attainment of the first year of employment, and annually thereafter, two (2) times the attorney's work week of 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. One (1) year of service shall be computed on the basis of twenty-six (26) biweekly pay periods.

A full-time county attorney with seven (7) years of service with the county or any political subdivisions of the state, shall have earned and is entitled to three (3) times the attorney's work week of vacation leave with full pay.

A full-time county attorney with fourteen (14) or more years of service with the county or any political subdivisions of the state, shall have earned and is entitled to four (4) times the attorney's work week of vacation leave with full pay.

A full-time county attorney with twenty-one (21) years of service with the county or any political subdivision of the state shall have earned and is entitled to five (5) times the attorney's

A full-time county attorney with twenty-six (26) years of service with the county or any political subdivision of the state shall have earned and is entitled to five (6) times the attorney's work week of vacation leave with full pay.

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.

~~Four (4)~~ **Five (5)** personal days will be given to all employees per year. They must be scheduled like annual leave per the contract. Personal days may be used for emergency situations such as transportation problems, etc. when the employee calls their supervisor by 8:30 A.M. The days may be used in one-half or full day increments and is non-cumulative.

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)~~ **three (3)** years unused vacation accrued 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.

An employee is entitled to compensation, at his current rate of pay, for the prorated portion of any earned but unused vacation leave for the current year to his credit at time of separation, and in addition, shall be compensated for a maximum of ~~one (1)~~ **two (2)** years of accrued and carried over but unused vacation leave at the time of separation.

Vacations shall be scheduled by the Employer and attorney with sufficient notice to allow for proper work coverage. Sufficient notice shall be defined as one (1) working day for requests of annual leave of three (3) days or less and five (5) working days for requests of four (4) days or more. The Employer may waive the minimal notice requirement provided there is proper work coverage. Vacations can be denied on the basis of work necessity, however, the Agency Director shall approve or deny in writing all requests for annual leave within five (5) working days. If an attorney's plan to use vacation or personal days is changed, the attorney will be reasonably given an opportunity to cancel his/her use of vacation or personal days.

Vacations can be denied on the basis of work necessity. 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 vacation.

In the case of a death of a County employee, the unused vacation leave as provided in this article and unpaid overtime to the credit of any such employee shall be paid in accordance with Section 2113.04 of the Ohio 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 that time of at least forty (40) hours.

Example: An employee ends pay period # 12 with 120 hours of accrued vacation; they may cash out up to 40 hours. However, if an employee ends pay period # 12 with 72 hours of accrued vacation, they would only be able to cash out a maximum of 32 hours ($72 - 30 = 40$). The 40 hour balance applies only for the pay period immediately prior to cash-out, Cashed out vacation hours will come from carried over hours first.

20. SICK LEAVE

20.1 Sick Leave

Each employee shall be entitled, for each completed eighty (80) hours of service, to sick leave of four and six-tenths (4.6) 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 attorneys, and to illness, injury or death in the attorney's immediate family. Unused sick leave shall be cumulative without limit. Sick leave shall not be used in the same pay period it was accrued.

When sick leave is used, it shall be deducted from the employee's credit on the basis of one-tenth (.1) hour for every one-tenth (.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 separated from public service. An employee who transfers from one department to another shall be credited with the unused balance of his/her accumulated sick leave. An illness of (3) days or more requires a physician's certificate as defined in Section 3 - Documentation of Medical Leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

The Employer can require medical verification and/or take disciplinary action if chronic use of sick leave, excessive use of sick leave, or abuse of sick leave is suspected. Examples of abuse may include but is 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. Partial days

- F. Pattern of maintaining zero or near zero balance
- G. Use of more sick leave than earned - excessive absenteeism
- H. Calling off sick on days when vacation or comp time was previously denied

All full-time employees shall accrue sick leave at the rate of four and six-tenths (4.6) hours for each completed pay period of continuous service. Quarterly, each department will issue to each attorney a statement including accumulated sick time and vacation leave. It is understood that an employee, at any time, can check his/her accumulated sick and vacation time with the Payroll Officer.

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.

Any absence from duty as a result of a claimed illness or injury may be verified during the attorney's normal working hours by an authorized representative of the county. Such verification must be based on 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 Union Chairperson or designee after such verification is made.

20.2 Employee Responsibility

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

A. An attorney wishing to use sick leave must report his/her absence to the Employer in advance in the prescribed manner. For non-emergencies, such as routine medical appointments or future hospitalizations, the attorney is expected to give as much advance notice as possible to his/her supervisor so that work scheduling/unit coverage will be maintained.

B. An attorney wishing to use sick leave to cover absence must present to the Employer a satisfactory written and signed statement justifying the use of sick leave. Such requests are to be submitted to the employee's supervisor on form "Absenteeism Department Code 531" upon his request.

C. If, upon an employee's return to duty, said attorney fails to submit the required sick leave approval form, the requested and/or required medical certification, 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 or paid status for sick time away from the job.

D. Attorneys must call the designated individual determined by Management prior to 8:30 a.m. to leave a message reporting their absence, the circumstances, the expected duration and where they can be reached.

E. Sick leave slips will be handled confidentially by all employees who handle them.

20.3 Documentation of Medical Leave

Since medical verification is required, it is the employee's responsibility to provide his immediate supervisor with a written signed statement from an appropriate medical practitioner. Such a statement shall include a diagnosis, probable date of recovery and an assessment of the attorney'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 of the employee's presence.

20.4 Funeral Leave

An attorney shall be granted paid funeral leave for three (3) days per occurrence to arrange for and/or attend the funeral for any member of the attorney's immediate family. Immediate family shall be defined as grandparents, brother, step-brother, sister, step-sister, brother-in-law, sister-in-law, mother, step-mother, mother-in-law, father, step-father, father-in-law, daughter, daughter-in-law, son, son-in-law, spouse, child, grandchild, or a legal guardian. Funeral leave shall not be deducted from sick time. Additional days needed to attend or assist in funeral arrangements may be requested and will be deducted from sick leave up to three (3) workdays.

In the event of the death of a grandparent of an employee's spouse, employee's aunt, uncle, niece, or nephew, said employee shall be granted one (1) day of paid funeral leave to attend the funeral if the funeral occurs on a regular work day.

20.5 Sick Leave Conversion

The Employer agrees to convert to a cash payment, a portion of an attorney's remaining sick leave upon his retirement from the Department.

A. Such conversion 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 sixty (960) hours].

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

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

20.6 Leave Donation Program

The parties agree to follow the Lucas County Leave Donation Policy as may be amended from time to time by the Board of County Commissioners.

20.7 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.

21. UNPAID LEAVE

21.1 Leave of Absence

A leave of absence may be granted to an employee in the bargaining unit upon application to the Director, or his/her designee, for submission to the Board of County Commissioners for approval or disapproval. The leave may be granted in accordance with the following conditions:

1. A leave of absence shall not exceed one (1) year.
2. Any request for an excused absence for a period of five (5) workdays or less may be granted, upon written request to the Legal director or his/her designee.
3. A leave of absence for purposes other than illness shall not exceed a period of thirty (30) days, unless approved by the Board of County Commissioners. An attorney who requests a leave of absence for purposes other than illness for a period in excess of thirty (30) days shall file a written request with the Director, or his/her designee, wherein the attorney shall state the reason why the leave has been requested.
4. An attorney shall lose no seniority for a period up to one (1) year while on a leave of absence.

21.2 Military Leave

Employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty for periods not to exceed thirty-one (31) days in any one (1) calendar year.

Employees requesting time to report for military service and/or preparation time must provide documentation to substantiate the need for such time. The Employer will approve reasonable requests provided the request is received in a timely manner.

Upon return to work, the Employee will submit verification to the Employer of attendance at said training. Failure to provide documentation may result in disciplinary action. An 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) days.

21.3

Employees on unpaid leave shall not accrue seniority during the leave. Previously accrued seniority will not be lost during unpaid leave.

22. COURT LEAVE

22.1

The Employer shall grant court leave with full pay to any attorney who:

1. Is summoned for jury duty by a court of competent jurisdiction, or
2. Is subpoenaed to appear before any court, commission board or other legally constituted body authorized by law to compel the attendance of witnesses, where the employee is not a party to the actions.

22.2

Any employee who is appearing before a court or other legally constituted body in a matter in which he is party may be granted vacation time or leave of absence without pay. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody, or appearing as parent or guardian of juveniles.

22.4

When an employee incurs parking costs as a result of serving as a witness for the Employer under this article, the Employer shall reimburse the attorney for such costs provided the attorney turns in the receipts.

23. FAMILY & MEDICAL LEAVE ACT

Employees who have been employed by Lucas County for at least one (1) year, and actively at work for at least 1250 hours during the preceding 12-month period, are eligible to apply for family and medical leave. For employees not eligible for family and medical leave, the Board of County Commissioners will review requests to determine eligibility for leave under the State of Ohio Revised Code. Employees shall be entitled to all rights under the Family & Medical Leave Act as well as any related benefits extended by the Lucas County Commissioners to county employees directly under their jurisdiction.

24. LUNCH PERIOD

The attorneys may take either a) one (1) paid hour for lunch or b) a one-half hour paid lunch and two (2) fifteen minute breaks each work day unless other arrangements are made by their supervisor.

The lunch hour will be taken and completed between the hours of 11:00 a.m. and 2:30 p.m.

However, the lunch period shall not be scheduled at a time that interferes with work activities. With prior supervisor approval, lunch periods may be taken at a time other than specified above, but not more than four times per month.

The lunch period can be used for personal purposes.

25. WORKING CONDITIONS

25.1 Health and Safety

The parties recognize their commitment to health and safety, and the employer and attorneys shall abide by Ohio Revised Code Chapter 4167.

25.2 Smoking

Smoking is prohibited in all facilities owned or leased in the name of the Board of County Commissioners, Lucas County, Ohio as per Resolution No: 94-320.

25.3 Computers

The Agency will provide each bargaining unit member with a personal computer. Any supporting equipment will be determined by the Agency Director in consultation with the County Data Processing Board. Bargaining Unit members understand that the Director or designee shall have full and complete access to any and all data on Agency provided computers. Any attorney maintaining personal documents or working on personal work, of his/her own or that of a co-worker, on Agency time is subject to disciplinary action.

25.4 Security

The parties recognize their mutual interest in notifying each other of potential security threats, and shall communicate promptly concerning any threats of which they are aware.

25.5 Legal Research Access on Office Terminals

The CBU members shall have access to a legal research program as resolved by Labor-Management meetings.

25.6 Office Speakers

Speakers in attorneys' offices shall be disconnected.

26. PRIVACY

26.1 Desks

No office files are to be kept in the attorneys' desks or credenzas.

26.2 Attorney Mail

All attorney mail is to be delivered to the attorney unopened. Occasional inadvertent opening of attorney mail shall not be grievable.

If an attorney is on vacation or otherwise absent for more than one business day, his mail will be handled by an alternate. It shall be the responsibility of the absent attorney to arrange for another attorney or legal secretary to handle his mail in his absence.

It shall be the attorney's responsibility to timely and properly process the CSEA material.

The Legal Department will provide the mailroom with a current list of staff attorneys which shall be updated as needed.

27. TRAINING

27.1 General

CSEA and the Union recognize that training of attorneys is one aspect of the provision of better services, and that, therefore, CSEA has responsibility for providing and authorizing adequate training for its legal staff. This subsection (27.1) shall not be grievable.

27.2 Continuing Legal Education

Each individual Bargaining Unit member is responsible for fulfilling his/her Continuing Legal Education (CLE) requirements. Prior approval is necessary for attendance at any CLE conference or seminar. Attorneys attending approved CLE conferences or seminars shall not suffer loss of their regular pay by reason of their attendance. Costs of attending CLE seminars or conferences that relate to the job duties of the Agency attorney as set forth in the job description will be paid by the Employer upon approval of the Director or his/her designee. Relevant factors in determining CLE approval include, but are not limited to: cost, work necessity, hours needed by the attorney, and the attorney's biennium CLE status. The Employer shall pay the cost for an attorney's attendance at the seminar required for practice in the federal district courts. Attorneys attending the seminar shall not suffer loss of their regular pay by reason of their attendance. Attorneys will reasonably have the option of earning CLE credits online.

27.3 Other Training

The Employer will consider the time involved, the costs involved, relevancy to the job duties, and impact on work needs when deciding whether any bargaining unit members can attend any other training programs.

Nothing in this collective bargaining agreement shall limit the participation of the attorneys in training programs established by or through the County, or funded by the County, in accordance with County training policies and procedures.

The Director or his/her designee has sole discretion to determine who, if anyone, is allowed to attend any training programs under this subsection (27.3).

27.4

The Director, or his/her designee, shall respond to the best of his/her ability to any training requests made under this article within five (5) working days of the request, unless the Director, or his/her designee, and the attorney agree to a longer period.

27.5 Mandatory Training

Each CBU member must attend and complete all training determined by the Employer to be mandatory and paid for by the Employer.

28. TRAVEL EXPENSES

Effective September 1, 1994, all travel expenses will be covered under Resolution No. 94-993, the new Lucas County Travel Policy approved by the Lucas County Board of County Commissioners.

29. OFFICE ACCESS

Access for the attorneys after regular office hours to the legal department will be by way of check in and signing with security. Access to the offices will be provided by security personnel. Attorneys will sign out upon conclusion of their duties. Attorneys shall display proper identification.

30. PRIVATE PRACTICE

There shall be no private practice permitted to the Bargaining Unit members during regularly scheduled Agency hours of work. Private practice shall be permitted on Bargaining Unit members own time, which includes approved vacation, approved flex time, and lunch breaks. However, the parties acknowledge and recognize that the Bargaining Unit members' professional responsibilities to the Child Support Enforcement Agency are a priority and shall come before engaging in private practice. Additionally, the attorney shall avoid private practice which could create a conflict of interest with Agency responsibilities.

31. PROFESSIONAL PARTICIPATION

Attendance at and participation in local bar association meetings and committee functions will be permitted so long as same do not interfere with essential functions and prior notice is provided and approval is obtained from the Director or their designee.

32. SECURITY

32.1

The door to the Legal Department shall be kept closed when needed.

32.2

The Employer shall take reasonable steps to provide a safe and secure work place for the attorneys.

32.3

The attorneys shall have keys to their offices; the Employer shall have a master key to gain access to the attorney's offices as needed.

32.4 Employee Identification Cards

Employees shall wear their Lucas County CSEA employee identification card affixed to their clothing in a visible manner at all times whenever they are at CSEA. However, bargaining unit employees will wear their ID card in any county facility where security or a county regulation requires the wearing of the I.D. card.

An employee who has forgotten, etc., their Lucas County CSEA I.D. card should report to security to have a temporary tag issued for that day. Temporary tags shall be good for one day only.

Wearing of your employee I.D. card is for your safety as well as others.

Replacement of lost cards is subject to a \$ 5.00 fee.

33. WORKLOAD

The Director, or his/her designee shall designate work assignments and caseload to each CBU member. All work shall be done in a timely, professional and accountable manner.

The parties agree that every attorney shall carry his/her fair share of the caseload. The Director, or his/her designee, will consider reassignment of work to assist in this principle.

If the attorney on call is required to go to court to help with the docket, telephone calls to be answered by that person may be distributed to the LAWS attorneys present at the agency in his/her absence.

34. REGULAR WORKING HOURS (CORE HOURS)

The regular office hours for the Attorneys shall be from 8:00 a.m. to 4:30 p.m., Monday through Friday, for a normal workweek of forty (40) hours. This includes a one-hour lunch which is

paid, or a ½ hour paid lunch and two fifteen minute breaks as defined in Article 24.

35. FLEX TIME

The core hours of operation are 8:30 a.m. to 4:30 p.m. Core hours are necessary in order to conduct agency business and to allow for the coordination of work with other agency departments, county departments, and community partners. However, in a commitment to provide flexibility to employees for the competing demands of work and personal responsibilities, Management will provide flexible work options.

Flex options:

Attorneys may flex between the hours of 7:30 a.m. – 5:30 p.m. Monday-Friday, and 7:30 a.m. to 4:30 p.m. for pay period-ending Fridays, when such flexing is associated to docket/court demands (i.e. coming in early or staying late to prep cases, return phone calls, review & respond to emails, etc...).

Management maintains the right to deny flex for reasons such as:

- 1) Staffing shortages;
- 2) Inadequate coverage;
- 3) Court docket demands

Exception to flexing:

The Attorney on call cannot flex during their scheduled on call time.

The Deputy Director and/or designee reserve the right to deny flex and the needs of the Employer are the primary consideration when flex time is granted.

Any grievance resulting from this Article is grievable only to Step 5 of the grievance procedure, in which case the Board of Lucas County Commissioners will designate the County Personnel Director to render a final decision.

There will be no banking of flex time more than four (4) hours within a specified two (2) week pay period. Any banked flex time over 80 hours is lost and does not carry over to the next pay period.

Anyone choosing the option to flex under this provision must attain the total of 80 work hours during a 2-week pay period. Time will be automatically deducted from an employee's available personal and/or vacation balance. If no time is available, the employee will be docked.

Any pre-approved flex time may be cancelled due to unforeseen staff shortages.

The option to work a 4-day work week in 10 hour shifts is not something that is currently utilized; however, in the event that an Attorney makes the request, it could be considered through a Labor-Management meeting.

In order for Management to accurately and properly account for the pay records of the Attorneys, it is necessary for them to record their time by following the procedures in Article 38.

36. MAINTENANCE OF STANDARDS

The employer agrees that all conditions of employment in its operations relative to all working conditions and attorney benefits, explicitly referenced in this contract, shall be maintained as far as practical for no less than the highest minimum standards in effect at the time of the signing of this agreement.

37. OVERTIME EXEMPT STATUS

All bargaining unit attorneys shall be exempt from the overtime requirements of the Fair Labor Standards Act (FLSA) and shall be paid only at straight time for any work performed in excess of forty (40) hours in a workweek. Any work performed in excess of forty (40) hours in a workweek must have prior approval of the Director or his/her designee.

38. SIGN-IN & SIGN-OUT

Attorneys shall be required to record via the Agency's electronic time recording device (i.e. Kronos) their actual time of arrival and their actual time of departure each scheduled work day to the Agency, as well as Agency approved arrivals and/or departures to/from outstation locations in which the Agency's electronic time keeping devices or technology have been installed (i.e. Court, JFS Monroe St.). However, if the Agency approved arrival or departure to/from outstation locations do not house the Agency's electronic time keeping devices or technology, the Attorney is required to notify Management via phone call or e-mail and Management will make the necessary time entry to record the Attorney's actual arrival and/or actual departure time that work day.

39. INSURANCE

39.1 Health Insurance

The Employer agrees to maintain the same life insurance, hospitalization plans, dental plans and prescription plans for all employees as are provided 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, beginning with the Plan Year that begins March 1, 2025, unless the County or the voting members of the Cost Containment Committee request to re-open earlier.

39.2 Life Insurance

The Lucas County Commissioners will continue to pay the premiums of a group life insurance policy for employees eligible under the provisions of said policy.

40. PROFESSIONAL FEES

The Employer agrees to compensate bargaining unit attorneys for the following professional fees in the following amounts:

1. Biannual (every two (2) years) Supreme Court dues of \$150.00.
2. Federal Court application, as required, in the amount of \$60.00.
3. The Federal Court admission seminar fees, in the amount of \$135.00.
4. Supreme Court admissions fees, on a case-by-case basis, in the amount of \$100.00.
5. As determined by the Employer, other appropriate court admission fees required to practice on behalf of the Agency will be compensated.

Any fee increases, contained in the specified list above will be compensated by the Employer.

The employer shall pay annual bar dues for the Toledo Bar Association for each CBU attorney. To the extent possible, CBU members shall take required CLE courses from the Toledo Bar Association.

TBA dues will be reimbursed starting in 1999, based on receipt of membership.

41. INCENTIVES

41.1 Sick Leave Conversion 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. Any such sick leave converted to personal leave may be used in one (1) hour increments and must be used in that calendar year.

41.2 Sick Leave Conversion to Cash

Any employee hired before January 1st, 2012, who has at least 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.

42. SALARY

42.1 Salary Schedules

All attorneys shall be paid in accordance with the salary schedules and with the placements as shown in "Settlement Agreement Placement of Attorneys", both of which are set forth in Appendix A, attached and incorporated herein.

There will be a ~~four percent (4%)~~ **three (3%)** percent wage increase for all employees covered

by this Agreement for the period beginning February 1st, 2022 2025, with a \$1,000 lump sum payment. For the period beginning February 1st, 2023 there will be a \$4,000 lump sum payment. For the period beginning February 1st, 2024 2025, there will be a \$1,000 lump sum payment made in full upon ratification by both parties. For the beginning period February 1, 2024, 2026, and 2027 there will be a re-opener on wages there will be a re-opener on wages (Article 42)-and Vacation (Article 19) only.

42.2 Placement

All newly hired attorneys shall be placed at the Entry ("E") level on the salary schedule for the year in which they were hired.

Upon completing his/her probation of one hundred eighty days (180) days, an attorney moves up the salary schedule to the Probation ("P") step on the appropriate salary schedule.

An attorney moves up to the next higher step on the salary schedule on the anniversary date of his/her employment, on the appropriate salary schedule.

42.3 Salary Increment

A salary increment shall be paid at the rate of \$10,150 per year to be divided among all bargaining unit attorneys which shall not be part of the base salary. All bargaining unit attorneys will be assigned the specialized assignments. Payment will be made as a lump sum payment during the first pay period in December of each year. In order to receive the payment, an attorney must be employed at the time of the payment, not be on probation, and have at least one year of seniority. Attorneys who leave employment during the year are not entitled to receive the payment. If an attorney is not eligible for the payment, the payment will be divided among the eligible attorneys.

42.4 Tax Deferral

PERS pick up shall be as follows: the employer shall designate each bargaining unit employee's mandatory contribution to PERS of Ohio as "picked up" by the employer as contemplated by Internal Revenue Service Rulings 77-462 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the bargaining unit employee's income reported to the employer as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then current percentage amount of the bargaining unit employee's mandatory PERS contribution which has been designated as "picked up" by the employer, and that the amount designated as "picked up" by the employer shall be included in computing final average salary, provided that no employee's salary is increased by such "pick up" nor is the employer's total contribution to PERS increased thereby.

43. JOB DESCRIPTIONS

The job description for the Attorney position is set forth in Appendix B, attached and incorporated herein.

At the request of either party, the job description may be referred to Labor-Management for discussion and/or amendment. Any changes to the job description shall be upon mutual agreement and shall supersede the position description in Appendix B.

44. SAVINGS & SEVERABILITY

If any section of this Agreement should be invalidated by subsequently enacted legislation or held invalid by any tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected.

If any section is held to be invalid, the parties shall meet to renegotiate the provision. If, after bargaining in good faith in an attempt to reach an agreement, the parties are unable to agree on a renegotiated provision, the employee may implement its last best offer on the issue, and then either party can raise the issue in the next regularly scheduled negotiations.

45. DRUG TESTING

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 thirt (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 (1st) occurrence – receives 30 days suspension discipline
 - b. Second (2nd) 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 applicants 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.

G. “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, or 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 will 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.
- H. 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.
- I. 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.
- J. The parties acknowledge and agree that pre-employment testing is not a mandatory subject of collective bargaining and the Board of County Commissioners are reserving their right to make changes to this section at their sole discretion.

46. DURATION

This Collective Bargaining Agreement shall continue in effect through January 31st, ~~2025~~**2028**. There will be re-openers for the period beginning February 1, ~~2024~~**2026 and 2027** regarding Articles 19 and 42.

APPENDIX A - Salary

Effective 2/1/2025

Step	Rate	Annual
<u>E</u>	<u>\$26.77</u>	<u>\$55,681.60</u>
<u>P</u>	<u>\$28.09</u>	<u>\$58,427.20</u>
<u>1</u>	<u>\$29.49</u>	<u>\$61,339.20</u>
<u>2</u>	<u>\$31.00</u>	<u>\$64,480.00</u>
<u>3</u>	<u>\$32.57</u>	<u>\$67,745.60</u>
<u>4</u>	<u>\$34.18</u>	<u>\$71,094.40</u>
<u>5</u>	<u>\$35.87</u>	<u>\$74,609.60</u>
<u>6</u>	<u>\$37.69</u>	<u>\$78,395.20</u>
<u>7</u>	<u>\$39.55</u>	<u>\$82,264.40</u>
<u>8</u>	<u>\$41.52</u>	<u>\$86,361.60</u>
<u>9</u>	<u>\$43.61</u>	<u>\$90,708.80</u>
<u>10</u>	<u>\$45.81</u>	<u>\$95,284.80</u>

E = Entry
P = Probationary

APPENDIX B - JOB DESCRIPTION

L.A.W.S. 01

LUCAS COUNTY CSEA POSITION DESCRIPTION

POSITION: Attorney, Legal Division
REPORTS TO: Assistant Director, Legal Division
DEPARTMENT: Legal
PAY: In accordance with negotiated salary schedule

JOB RESPONSIBILITIES:

- * Professionals in this category operate under the direction of the Assistant Director, Legal Division, or Managing Attorney, and act as a representative of the Agency in a legal capacity.
- * Duties include representing the Agency and providing services to qualified recipients of these services at court hearings, interview situations, administrative hearings, and at other functions as assigned by the Legal Director/Managing Attorney, and as required by CSEM, statutes and regulations. The attorney acts primarily in establishing, collecting, enforcing all orders and modifying URESA support orders for service recipients.
- * The attorney's duties will require and include practice in Federal Bankruptcy Court, Probate Court, Municipal Court, all divisions of Common Pleas Court, relevant appellate courts and whatever courts are necessary to fulfill assigned duties related to support functions.
- * Duties also include preparation and processing of criminal, both felony and misdemeanor, relating to the child support as required.
- * Provide guidance to co-workers and members of the other divisions of the Agency.
- * Conducts legal research and prepares and presents the case before the appropriate court.
- * Prepares briefs, legal research, formal opinions and research for an on behalf of the Agency as it relates to their job responsibilities.
- * Prepares cases for trial or hearings, drafts necessary pleadings, interviews prospective witnesses and depose and attend depositions, prepares witnesses for testimony and trial.
- * Answers legal inquires from Agency staff, other governmental units or service recipients as appropriate to the general job responsibilities.
- * Conducts negotiations with opposing attorneys or defendants concerning settlement of cases, prepares judgment entries, prepares appropriate orders in settled and disputed cases.
- * Performs job related legal work as assigned. Drafts legal documents relative to general job responsibilities. Provides information as needed for preparation of statistical reports, including completing random moment surveys.
- * Provides interpretation of legislation, laws, rules, regulations, and other agreements relative to job responsibilities.
- * Be familiar with CSEM as it relates to job responsibilities and corresponding job functions.

- * The listing of duties, functions and courts is not intended to be exclusive, or exhaustive, but merely representative.

MINIMUM QUALIFICATIONS:

- Graduate from an accredited law school.
- Admitted to the Ohio Bar for practice in this State pursuant to ORC 4705.01.
- Ability to communicate and interact with staff members and clients in a professional manner.
- Ability to prepare entries on time and within the limits established in the court rules.
- Ability to prepare a variety of simple legal documents, petitions, motions, and orders as needed to perform the functions of the CSEA.
- Basic knowledge of the judicial system, civil hearing procedure, and laws and rules applicable to the operation of the Agency.
- As a prerequisite for this position, the practice of domestic and juvenile family law, relating to the functions of this Agency, is prohibited. Additionally, no outside or private practice is permitted during Agency working hours, except during lunch hour, vacation time, and approved flex time.

INDEX

<u>Subject</u>	<u>Article</u>
Access (Office)	29
Attendance Bonus	42.2
Attorney Assistance	9.7
Attorney Fees	41
Attorney/Specialized Salary	43.3
Arbitration	16.2
Bar Association Meetings	32
Binding Arbitration	16.2
Bidding	6.8
Bonus	14
Bulletin Boards	10.7
Carryover (vacation)	19
Case Load	34
CLEs	14, 27.2, 41
Communications	12.2
Comp Time	38
Computers	25.3
Copier (Court)	Side Letter
Core Hours	35
Court Leave	22
Court Meetings	12.4
Death (vacation benefit)	19
Deductions	13
Definitions	2.1
Desks (Privacy)	26.1
Discipline	9
Discrimination	3.1, 3.2, 4
Docket Assignments (switch)	Side Letter
Docket Assignments (process)	Side Letter
Dues Collection	10.2
Duration	46
Expenses (Litigation)	30
Expenses (Travel)	28

Facility Use	10.8
Fair Share	10.3
Family and Medical Leave	23
Federal Court Application Fee	41
Federal Court Seminar Fee	41
Fees (Attorney)	41
Fees (Witness)	30
Financial Information, Agency	5
Flex Time	36
Format	2.2
Four/Ten Schedule	36
Funeral Leave	20.4
 Grievances	 16
 Harassment	 4
Health and Safety	25.1
Health Insurance	40.1
Holidays	18
Hours	35
 I.D. Cards	 33.4
Incentives	42
Insurance	40
Interference	3.3
 Job Descriptions	 Appendix B
Job Posting	6.8, 6.9
 Keys	 33.3
 Labor Management	
Last, Best	11.3
Layoffs	6.7
Leave	10.10
Leave of Absence	21.1
Life Insurance	40.3
Litigation Expenses	30
Lockouts	17
Lunch Hours	24, 35
 Mail	 26.2
Maintenance of Standards	37

Management Rights	11
Medical Leave Documentation	20.3
Military Leave	21.2
 New Hires (Salary)	 43.2
Office Access	29
Offices Distribution	6.2
Office Hours	35
Office Speakers	25.6
Outsourcing	15
 Pay (Meetings)	 10.6
Parking, Employer Witness	22.4
Performance Evaluations	7
Personal Day	19
Personnel Files	8
Privacy	26
Private Practice	31
Probation	43.2
Production Bonus	42.2
Professional Fees	41
Professional Participation	32
Promotion	14.2
Printing	12.3
Probationary Periods	14
Purpose	1
 Recall	 6.7
Recognition	10.1
Reopener (Insurance)	40.2
Registration Fee	41
Resignation	9.5
Retroactive Salary	43.4
 Salary	 43
Salary Schedule	Appendix A
Salary Increases	43.2
Savings	45
Security	25.4, 33
Seniority	6, 21.3
Sensitivity Training	27.5
Separation (vacation)	19
Severability	45

Sexual Harassment Training	27.5
Sick Leave	20
Sick Leave Conversion	20.5
Sick Leave Donation	20.6
Sick Leave Donation (participants)	Side Letter
Sign-In, Sign-Out	39
Smoking	25.2
Speakers (Office)	25.6
Steward	10.4
Strikes	17
Supreme Court Fee	41
Toledo Bar Association Dues	41
Time Computations	2.3
Training	27
Training (Mandatory)	27.5
Training (Requests)	27.4
Transfer	14.2
Travel Expenses	28
Union Material	10.9
Union Rights	10
Unpaid Leave	21
Vacation	19
V-Cap	13.2
Visits	10.5
Witness Fees	30
Working Conditions	25
Working Hours	35
Work Rules	11.4

SIDE LETTERS

October 31, 1994

The parties agree that the draft Lucas County telephone Usage Policy, dated October 17, 1994, shall govern the conduct of the parties concerning telephone use.

January 18, 1995

The Union and CSEA agree that the issue of reorganizing agency files shall be handled promptly through a joint labor-management process.

May 17, 1995

The (management) Bargaining Team will approach the Lucas County Board of Commissioners to discuss resolution of issues related to travel, specifically to facilitate the advance payment of registration fees and lodging for seminars and conferences. The parties are in agreement that these issues should be resolved for the benefit of the Agency.

March 7, 1996

Parties agree that there is a need to explore having secretaries to specific attorneys. The parties agree that this arrangement will be explored in labor-management meetings as soon as practicable.

July 19, 1996

The parties agree that tardiness may be grounds for discipline.

Signed and confirmed this 19th day of September, 1996.

Elaine Baker-Johnson
For the Union

Maricarol Torsok
For CSEA

January 27, 2000

Side Letter

The parties agree in principle with the concept of job share and establishing at least one job share Position if there are interested attorneys.

Since there are numerous details that must be resolved, it is further agreed that the resolution of said details will be accomplished through good faith discussions by Labor-Management Committee.

Syd Schreibman
LAWS negotiating Chair

Maricarol Torsok
Lucas County CSEA

DOCKET ASSIGNMENT (NEW) 1/23/02

Should circumstances necessitate staff switching docket assignments, they must inform the Legal Director Managing Attorney of the switch and the reason or the switch will not be approved. Approval will not be unreasonably denied.

SIDE LETTER 1/23/02

A suitable copier shall be maintained at the CSEA Juvenile Court office.

SIDE LETTER

RE: Docket Assignments


The parties agree that for the duration of this contract, representatives of Labor and Management will meet quarterly as a professional group to see how the process is working out. This will be done quarterly through a labor-management meeting. If the process is going well, both sides can waive the quarterly meeting.

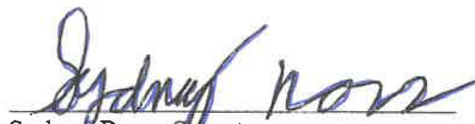
SIGNATURE PAGE

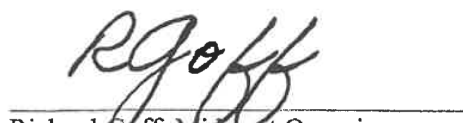
Signed this _____ day of _____, 2025.

For the Union:

Lawyers in Action to Win Support (LAWS)
National Organization of Legal Services
Workers (NOLSW), UAW Local 2320,
AFL-CIO


Kimberly Navarete, President
LAWS, NOLSW, UAW Local 2320


Sydney Ross, Secretary
LAWS, NOLSW, UAW Local 2320


Richard Goff, Midwest Organizer
NOLSW, UAW Local 2320, AFL-CIO


For the Employer:

Board of Lucas County Commissioners
Lucas County Dept. of Job & Family Services
Division of Child Support


Lisa Sobecki, President
Lucas County Commissioners


Pete Gerken, Commissioner
Lucas County Commissioners


Anita Lopez Commissioner
Lucas County Commissioners


Trent Burner, Director