



**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**LUCAS COUNTY COMMISSIONERS**

**AND**

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
CHILD SUPPORT ENFORCEMENT AGENCY  
LOCAL 544-04**

**JANUARY 1, 2025**

**through**

**DECEMBER 31, 2027**

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## **PREAMBLE**

This Memorandum of Agreement is made and entered into between the Lucas County Child Support Enforcement Agency, Here in after referred to as the "Department", and the Lucas County Child Support Employees' Chapter, Local 544, and Ohio Council 8, the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter called the "Union".

It is the intent and purpose of this Memorandum of Agreement to set forth the policies provided herein and for the implementation thereof.

This Memorandum of Agreement is entered into in a spirit of cooperation, with the Department and the Union each recognizing their responsibility to respect the provisions of this Memorandum of Agreement. The intent of this Memorandum of Agreement is to engender a spirit of cooperation so that both parties together may work to better serve the citizens of Lucas County.

This Preamble shall not serve as the basis for any grievance against the Department nor as the basis for any dispute between the parties.

## **ARTICLE 1 RECOGNITION**

### **SECTION 1 - THE BARGAINING UNIT AND EXCLUSIONS**

This Bargaining Unit shall consist of all employees in all of the following classifications:

CLASSIFICATION	PAY GRADE	
Clerk II		16
Receiving Clerk		16
Receptionist		16
Account Clerk		17
Payment Processors		17
Account Clerk Specialist		18
Clerk IV		18
Legal Secretary		18
Jr. Case Manager		19
Lead Account Clerk Specialist		19
Legal Assistant I		19
Case Manager		20
Case Manager/Bilingual		20
Legal Assistant II		20
Investigator III		21

<i>Not currently in use:</i>	
<i>Clerk I (File Room)</i>	<i>13</i>
<i>Case Manager Aide II</i>	<i>15</i>
<i>Secondary Operator</i>	<i>16</i>
<i>Primary Operator</i>	<i>17</i>
<i>Lead Account Clerk</i>	<i>18</i>
<i>Lead Payment Processor</i>	<i>19</i>
<i>Accountant I</i>	<i>20</i>
<i>Investigator II</i>	<i>20</i>
<i>Lead Legal Assistant</i>	<i>21</i>

## **SECTION 2 - NEW POSITIONS**

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

## **SECTION 3 - INITIAL PROBATION**

A new employee will have an initial probationary period which shall consist of one hundred eighty (180) calendar days which includes training.

Employees serving their initial probationary periods shall be excluded from the bargaining unit; except, they will accrue seniority for the purpose of bidding and shall be compensated in accordance with the pay range schedules contained herein, based on their assigned classification(s), and pay range(s). The parties recognize the Employer's right to terminate employees for any reason during the initial probationary period.

# **ARTICLE 2**

## **NONDISCRIMINATION**

### **SECTION 1 - AFFIRMATION OF NONDISCRIMINATION**

The parties of this Agreement agree that they shall not discriminate against any person(s) because of race, creed, color, sex, gender, age, marital status, national origin, political affiliation, disability, religion, pregnancy, military/veteran status, genetic information, or sexual orientation.

Allegations of discrimination shall not serve as an excuse for nonperformance of required job duties.

### **SECTION 2 - GENDER AND DEFINITION OF EMPLOYEES**

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

## **SECTION 3 - NEUTRALITY**

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

## **ARTICLE 3 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, threats, or offensive physical or verbal abuse of a sexual, or personal nature, or “bullying” pursuant to the Commissioners Harassment Prevention Policy (#6a) , as last amended on May 1<sup>st</sup>, 2012.

## **ARTICLE 4 UNION RIGHTS AND UNION SECURITY**

### **SECTION 1 - AUTHORIZED UNION REPRESENTATIVES**

The officers and stewards of AFSCME employed at the Department and the staff representative are the authorized representatives of the Union at the Department. The Union agrees to inform the Employer in writing of its authorized representatives as such additions or deletions occur.

### **SECTION 2 – OFFICERS AND STEWARDS**

The Union shall be permitted seven authorized union representatives. One of the seven shall be the Chapter Chairperson, one for Case Management and One for Clerical.

Abuse of these general provisions can lead to disciplinary actions, but wherever possible, abuses or disputes as to what is considered reasonable time for authorized representatives shall first be discussed and resolved through the Labor-Management process.

### **SECTION 3 - VISITING THE PREMISES**

The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, Local 544, whether chapter, local union, district council 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 representatives shall report to an authorized administrative representative of the Employer upon entering the premises.

## **SECTION 4 - UNION ADMINISTRATIVE LEAVE**

The Employer shall grant 20 days paid leave to employees who are officially designated and whose travel expenses are paid by the Union to attend legislative conferences, state conventions, national conventions, and Union training sessions so long as the unit is not left with an insufficient work force. The burden is on the Employer. The Employer will not be arbitrary or capricious about denying paid union leave.

Leave will be granted to attend SPBR, DAS and SERB hearings when the individual is a representative of record or a witness.

The Union shall provide five (5) working days notice to the Employer whenever taking time under this section, providing the Union had knowledge of the need to use such time at least five (5) working days in advance.

The total number of days granted under this section shall not exceed twenty (20) days annually for the entire bargaining unit. However, no employee will be denied proper representation by the appropriate Union representative.

## **SECTION 5 - UNION BULLETIN BOARDS**

The Employer will provide bulletin boards for the Union's sole use. However, said bulletin boards shall not contain personal attacks, political comments against any county official or management employee and no inflammatory, slanderous, and libelous material.

## **SECTION 6 - TABLE OF ORGANIZATION**

The Employer agrees to provide the Union with one (1) copy of the most recent Table of Organization.

The Employer will notify the Union of any change in the Table of Organization. Disputes regarding the Table of Organization may be discussed at Labor Management meetings. The Employer can implement any changes in the Table of Organization prior to any Labor Management meeting.

## **SECTION 7 - ORIENTATION OF NEW EMPLOYEES**

The Employer agrees to give one (1) hour to the Union on a monthly basis if necessary and at a mutually agreeable time for all new bargaining unit employees (as a group) during which time the Union can present an explanation of Union procedure and be available for questions.

## **SECTION 8 - DUES DEDUCTION**

Membership is an agreement between the employee and the union. The Employer shall deduct during the life of this Agreement, from the wages of \_\_\_\_\_ members of the bargaining unit, membership dues in Local 544, Ohio Council #8, AFSCME, for each employee who has signed an authorization card for such deductions, subject to the provisions of this Section. 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 remitted

to Comptroller of Ohio Council 8, 6800 North High Street, Worthington, Ohio 43085-2512 within ten (10) days after the deductions are made.

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

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

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

## **SECTION 9 - FAIR SHARE FEE**

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

## **SECTION 10 - PEOPLE CHECK OFF**

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

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

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

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

## **SECTION 11 - UNION RELEASE TIME**

The Employer recognizes that specified union activity on behalf of employees requires time away from assigned Department duties and will occur during normal working hours. These activities include: investigating, presenting, and adjusting grievances and disputes; representing employees at hearings; participating in Labor/Management meetings; and any other activity authorized by this agreement. Union release time will be captured by employees utilizing the Department's electronic record device (i.e., KRONOS)

- A. Release time to conduct union business shall be under the following terms and conditions:

The seven authorized representatives will be afforded a workload reduction to be determined by the Chapter Chairperson as follows:

One representative will receive a 50% workload reduction as compared to the average workload of employees performing the same functions as that of this particular employee.

The remaining six representatives will receive a 10% workload reduction as compared to the average workload of employees performing the same functions as those of these particular employees.

## **SECTION 12- LISTINGS OF EMPLOYEE CHANGES**

The Employer agrees to furnish the Chapter Chairperson once during the month a list of all personnel transactions which involve additions and deletions from the bargaining unit.

## **ARTICLE 5**

### **MANAGEMENT RIGHTS**

The Union shall recognize the right and authority of the County Commissioners to administer the business of the County, and in addition to other functions and responsibilities which are not mentioned herein, the Union shall recognize the County Commissioners have and will retain the full right and responsibility to direct the operations of the County, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to the following:

1. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, lay off, recall, reprimand, suspend, employees;
2. To manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed, including implementation of necessary action in emergency situations;
3. To determine the County's budget, goals, objectives, programs, and services, and to utilize personnel in a manner designed to meet those purposes effectively and efficiently;
4. To determine the size and composition of the work force and the County's organizational

structure, including the right to relieve employees from duty due to lack of work or lack of funds.

5. To determine the hours of work, including overtime, work schedules, and to establish reasonable work rules for all employees.

The Union recognizes and accepts that all rights and responsibilities of the County Commissioners not specifically modified by this Agreement, or ensuing Agreements shall remain the function of the County Commissioners.

If required to negotiate during the term of this Agreement, the Employer can implement their "last and best offer" after a reasonable period of time.

## **ARTICLE 6** **LABOR MANAGEMENT**

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

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 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 the 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.

## **SECTION 2 - RESPONSE TO COMMUNICATIONS**

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

## **SECTION 3 - PRINTING COST**

The Employer and the Union agree to provide each employee with a copy of this Memorandum of Agreement.

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

If this Agreement is to be printed outside of the County Agency, it shall be done by a Union printer.

## **ARTICLE 7** **HOLIDAYS**

### **SECTION 1 - HOLIDAYS**

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

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

Any other commemorative or mourning days in honor of which the 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 the preceding Friday. Holidays which fall on a Sunday shall be observed the following Monday.
- B. Part-time or intermittent employees 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 a holiday is observed, if they also qualify under (c) below.

C. Only employees 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.

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

## **ARTICLE 8 VACATION**

### **SECTION 1 - VACATION**

Each full-time employee, including full-time hourly-rated employee after service 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 employee'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 employee with seven (7) or more years of service with the County or any political subdivision of the state shall have earned and is entitled to three (3) times the employee's work week of vacation leave with full pay.

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

A full-time County employee with twenty-one (21) or more years of service with the County or any political subdivision of the state shall have earned and is entitled to five (5) times the employee's work week of vacation leave with full pay.

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

<b>YEARS OF COMPLETED SERVICE WITH THE COUNTY OR ANY POLITICAL SUBDIVISION OF THE STATE</b>	<b>ENTITLEMENT</b>
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0 - 6 YEARS	2 TIMES THE EMPLOYEE'S WORK WEEK
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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+

6 TIMES THE EMPLOYEE'S WORK WEEK

However, full time employees who are in an active pay status for less than eighty (80) hours shall earn vacation leave on a prorated basis.

Holidays shall not be charged to an employee's vacation leave. Vacation leave shall be taken by the employee during the year in which it accrued, and prior to the next recurrence of the anniversary date of his employment, or in circumstances where there is prior service, prior to the next recurrence of the prior service date. The appointing authority will permit such employees to accumulate and carry his/her vacation leave to the following year. Once vacation has been accrued, the previous 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/her current rate of pay, for the prior ~~two~~ (2) year's carryover of earned but unused vacation leave, in addition to the prorated portion of any earned but unused vacation leave for the current year to his/her credit at time of separation.

All vacation requests must be submitted in the manner & process required and provided by the Employer.

Between March 1<sup>st</sup> and 15<sup>th</sup> of each year, employees may request vacation leave for the time period of May 1<sup>st</sup> through October 31<sup>st</sup>. Employees must have time accumulated to have their requested vacation approved. Between September 1<sup>st</sup> and 15<sup>th</sup> of each year employees may request vacation leave for the time period of November 1<sup>st</sup> through April 30<sup>th</sup>. Vacation requests submitted during the above periods will be granted based upon seniority so long as proper coverage can be arranged. The Employer shall approve or deny in writing all requests for annual leave made during these periods, no later than April 1<sup>st</sup> for the May through October scheduling period and October 1<sup>st</sup> for the November through April scheduling period. Employees must have time accumulated to have their requested vacation approved.

Employees may also request vacation after these scheduling periods. Such vacation requests will be approved based on the order in which the request(s) were received and availability of the requested time. Employees must have time accumulated to have their requested vacation approved.

Vacation requests outside of the above scheduling periods should be submitted with sufficient notice to allow for proper work coverage. Sufficient notice is defined as equivalent to the number of hours or days requested (for ex- an 8-hour absence requires 8 hour's notice, during working hours). The Employer may waive the minimal notice requirement provided there is proper work coverage. The Employer shall approve or deny in writing requests for annual leave submitted outside the scheduling period within five (5) working days of the request. If an employee does not arrange a vacation schedule by the 15<sup>th</sup> of March and/or the 15<sup>th</sup> of September but later decides to do so, the employee shall not have the right to bump a less senior employee who has requested vacation previously.

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 the vacation.

An employee who submits a request for vacation on one or more prime days and cancels without sufficient notice (two weeks prior to the first day the employee is scheduled to be off) and/or documentation regarding extenuating circumstances, will be excluded from requesting vacation on the same prime day for the following calendar year. Prime days shall be defined as the workday before and the workday after the day all holidays are observed as listed in Article 7, section 1, additionally; the week of the 4<sup>th</sup> of July; the week before Christmas; the week of Christmas; all workdays between Christmas and New Year's; the week of New Year's and the week after New Year's.

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

Each employee will be provided with the opportunity in pay period #13 for 2022 and again pay period #25 for 2022 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 (2022) and pay period #24 (2022), provided each cash-out results in a remaining balance at that time of at least forty (40) hours.

## **SECTION 2A – PERSONAL DAY**

Five personal days will be given to all employees per year. They must be scheduled like annual leave per the contract. The 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.

New hires are eligible to use paid personal leave after completion of thirty (30) days of employment. Employees hired on or after December 1<sup>st</sup> will receive eight (8) hours of paid personal leave for that calendar year, which will be used between Christmas and New Year's Eve.

## **SECTION 2B – FLEXIBLE LUNCH HOUR**

On up to four (4) occasions each month, an employee may use their "lunch hour" (during anyone (1) hour period of the day) for medical exams, appointments, treatments, or any other personal business, that can not be scheduled after work hours, upon prior approval of their immediate supervisor.

## **ARTICLE 9** **SICK LEAVE**

### **SECTION 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 6/10) hours with pay. Employees may use sick leave, upon approval of the responsible administrative officer of the employing unit, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and to illness, injury, or death in the employee's immediate family. 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 (1) hour for everyone (1) hour of absence from previously scheduled work. The previously accumulated sick leave of an employee, who has separated from 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 accumulated sick leave. If medical attention is required, a certificate stating the nature of the illness from a licensed physician shall be required to justify the use of sick leave; an illness of three (3) days or more requires a physician's certificate as defined in Section 3 - Documentation of Medical Leave. The Employee requesting leave for medical attention is required to state the doctor's name on the request slip. 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 are not limited to:

- Before or after holidays
- Before or after weekends or regular days off
- After pay days
- Any one specific day of the week
- Absences following overtime worked
- Partial days
- Pattern of maintaining zero or near zero balance
- Use of more sick leave than earned - excessive absenteeism
- 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 6/10) hours for each completed pay period of continuous active service.

Once a year, each department will issue to each employee a statement including accumulated sick time and vacation leave. The statement will be issued at the end of January each year giving the total accumulation as of December 31 of the previous year. It is understood that an

employee, at any time, can check his/her accumulated sick and vacation time with the 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 employee's normal working hours by an authorized representative of the County. Such verification must be based upon reasonable belief of inappropriate use of sick leave. The Employer recognizes that this is not meant to intrude upon an individual employee's personal life. The Employer will notify the Chapter Chairperson or designee after such verification is made.

## **SECTION 2 - EMPLOYEE RESPONSIBILITY**

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

- A. An employee wishing to use sick leave must report his/her absence to the Employer in advance in the prescribed manner. For non-emergencies, such as routine medical appointments or future hospitalizations, the employee is expected to give as much advance notice as possible to his supervisor so that work scheduling/unit coverage will be maintained.
- B. An employee wishing to use sick leave to cover absence must request the sick leave in the manner and process required and provided by the Employer.
- C. If, upon an employee's return to duty, said employee 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 leave away from the job.
- D. Employees must call the designated phone number 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.

## **SECTION 3 - DOCUMENTATION OF MEDICAL LEAVE**

When medical verification is required by Section 1, it is the employee's responsibility to provide his/her immediate supervisor with a written signed statement from an appropriate medical practitioner. Such statements shall include a diagnosis, probable date of recovery and an assessment of the employee's ability/availability to report to work. If the illness is concerning the employee's health, the statement should be related to the employee's condition. If the verification concerns the health of an immediate family member who requires care from the employee, then the medical statement should be related to the family member's health needs and the necessity for the employee's presence.

## **SECTION 4 - SATISFACTORY ATTENDANCE DEFINED**

In order to be considered to have satisfactory attendance, an employee must meet the standard set forth below:

Use no more than sixty (60) hours of combined sick leave, leave of absence and unapproved leave of absence (i.e., tardiness or due to running out of sick leave) per year.

FMLA qualified absences, documented absences of three (3) days or more and documented sick leave for medical appointments of four (4) hours or less will not count.

For the purpose of bidding, a year is considered to be the 365 days prior to the expiration of the posting deadline.

## **SECTION 5 - FUNERAL LEAVE**

An employee shall be granted paid funeral leave for three (3) days per occurrence to arrange for and/or attend any member of the employee's immediate family. Immediate family shall be defined as grandparents, brother, stepbrother, sister, stepsister, brother-in-law, sister-in-law, mother, stepmother, mother-in-law, father, stepfather, father-in-law, daughter-in-law, son-in-law, spouse, child, stepchild, 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.

An employee shall be granted one (1) day of paid funeral leave to attend the funeral, if it occurs on a regular workday, of their aunt, uncle, niece or nephew, or their spouse's grandparent. An employee may make a written request to the County Administrator for the use of the one (1) paid day of funeral leave which may be extended to any other person who has a special "familial relationship" with the employee. Approval is at the discretion of the County Administrator.

## **SECTION 6 - SICK LEAVE CONVERSION UPON RETIREMENT**

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

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 quarter (1/4) of one hundred twenty (120) days (nine hundred sixty hours). 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 time of retirement.

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

## **SECTION 7 - LEAVE DONATION PROGRAM**

The Union and Management agree to honor the Lucas County Leave Donation Policy as may be amended from time to time by the Board of Lucas County Commissioners.

## **SECTION 8 - 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.

## **SECTION 9 - SICK LEAVE CONVERSION TO CASH**

Any employee hired before January 1<sup>st</sup>, 2012, who attains twenty-five (25) years of employment with Lucas County will be permitted to make application to convert to cash up to twenty (20) hours of sick leave annually in December, provided that the employee must maintain a sick leave balance of at least three hundred twenty (320) hours after any such conversion.

## **SECTION 10 – PAID RELEASE TIME FOR ANNUAL PHYSICAL**

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

# **ARTICLE 10**

## **LEAVE OF ABSENCE**

### **SECTION 1. UNPAID LEAVE OF ABSENCE**

Under certain conditions, including the requirement that an employee has exhausted all of his/her paid leave available; an Employee may request and be granted one of the following types of unpaid leaves with the right to return to employment.

- A. Leave for reasons other than illness, or duration of no more than twelve (12) months (personal leave)
- B. An unpaid leave due to illness of duration of no more than twelve (12) months (medical leave).
- C. Leaves for any purposes under 10 (A) and/or 10 (B) can only be for a cumulative time period of twelve (12) months within any twenty-four (24) month period unless the leave would otherwise qualify for FMLA leave.

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

## **SECTION 2. REQUESTING UNPAID LEAVES**

All unpaid leaves shall be requested through the manner & process required and provided by the Employer and must be approved in advance of the beginning of the leave, unless required by an emergency situation.

- A. Personal leave requests must state in satisfactory detail the employee's reasons for requesting leave.
- B. Parental leaves should be requested thirty (30) days in advance (if possible) and be supported by medical documentation, including estimated dates of delivery and recovery from childbirth.
- C. Medical and disability leave requests must be supported by submission by the employee of an Employee Medical Report, and adequately completed by the employee's physician. In cases of medical emergency, the leave request and the Employee Medical Report are to be furnished by the Employee no later than ten (10) calendar days following the need for leave.
  - 1. In the event that the employee is known to be incapacitated, his supervisor shall contact Human Resources who shall assist him in initiating the necessary leave request;
  - 2. All required medical documentation must be secured from appropriate, licensed medical practitioners.

3. Disability retirements must be approved by OPERS

### **SECTION 3. RETURN FROM LEAVE**

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

- A. An Employee wishing to return to work prior to the expiration of his requested leave shall give two day's notice of his intent in the event that his position is temporarily encumbered.
- B. An employee on medical leave shall present a "Release to Return to Employment" signed by an appropriate medical practitioner upon his return to work or with his notice of intent to return early.
- C. An Employee may make a written request to the Employer for reinstatement from a disability separation in accordance with Ohio Administrative Code 123:1-30-04, as may be amended from time to time, except that any denial of reinstatement may be subject to Article 19, Grievance Procedure.
- D. An employee on OPERS Disability Retirement may make a written request to the Director for reinstatement, which request shall be accompanied by credible medical evidence supplied by a licensed practitioner appointed by the Ohio Public Employees Retirement Board that he is once again capable of performing the essential functions of his position, and which request shall be made no more than five (5) years following disability retirement or leave of absence followed by disability separation and application for reinstatement shall not be filed after the date of service eligibility retirement.

### **SECTION 4 - MILITARY LEAVE**

In accordance with 5923.05, all permanent public employees who are members of the Ohio organized militia or members of other reserve components or Armed Forces of the United States, including the Ohio Air National Guard, are entitled to leave of absence from their respective duties without loss of pay for such time as they are performing service in the uniformed service for periods of up to one month, for each calendar year in which they are performing service in the uniformed services. Month, as defined here, means twenty-two (22) eight-hour workdays or one hundred seventy-six (176) hours.

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.

A County employee is not entitled to earn vacation or sick leave credit during the period of a military leave of absence in excess of twenty-two (22) workdays.

## **ARTICLE 11**

## **SENIORITY**

### **SECTION 1 - DEFINITION OF SENIORITY**

Seniority shall be defined, for the purpose of this Agreement, as the length of continuous service with the bargaining unit including seniority carried over during the January 1, 1988, transition period from the Bureau of Support, Department of Human Services, and the Prosecutor's Office. Seniority shall be measured in the calendar days of employment with the Department.

- A. Time spent on sick leave, annual leave, authorized leaves of absence shall not constitute a break in service and employees who are on any of these leaves shall earn seniority during the leave, except that an employee who does not return from leave of absence will not be credited with the time spent on leave, but will be considered as separated from service on the day the leave of absence started.
- B. Employees who return to employment within one (1) year of separation shall not lose their seniority during the twelve (12) month period following separation but shall not earn seniority during any period of separation from Agency service.

### **SECTION 2 - STATUS OF EXCLUDED EMPLOYEES**

Employees excluded from the Bargaining Unit shall have no rights under the provisions of the contract, except that:

Employees taking positions outside the Bargaining Unit shall maintain accrued seniority up to the point of said promotion. If said individual is returned to the Bargaining Unit prior to the completion of their promotional probationary period, then full seniority excluding time spent in the promotional probationary period shall be reinstated.

### **SECTION 3 - UPDATING SENIORITY INFORMATION**

The Employer shall provide to the Union:

- A. An up-to-date seniority list of all Agency employees, revised and given to the Union every six (6) months, stating every employee's name, adjusted seniority date, classification, and immediate supervisor. Within four (4) months of the signing of this Agreement, the parties shall meet and agree upon an initial seniority list.
- B. A list of all new employees, their classification and date of hire; and,
- C. A list of all terminations, changes of classifications and changes of status (e.g. educational leave, leaves of absence) for all employees.

## **ARTICLE 12**

### **JOB POSTING AND BIDDING**

#### **SECTION 1 - 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 via electronic means. The notice of vacancy shall be on a form mutually agreed to by both parties. The Chapter Chairperson shall receive a copy of each vacancy notice.

Employees shall be allowed five (5) working days to file any application to fill vacancies.

An employee with satisfactory attendance as defined in Article 9, Section 4, may bid on any posted vacancies for which he feels he may be qualified. Bidders bear the responsibility for ensuring that all verifications of qualifications are in their Personnel file prior to the expiration date of the posting. While the ultimate responsibility is the employee's, the Human Resources Department upon request will advise the employee on how to obtain the necessary verification(s).

The Employer will see to it that bid forms shall be available to each posted location.

All vacancies within the Bargaining Unit shall be filled within a 30-day period for an internal bid. All vacancies within the Bargaining Unit filled from an external bid shall be placed in their new position within a 60-day period.

Union stewards or officers may submit bids on behalf of bargaining Unit employees.

Positions shall be awarded from a list of three eligible bidders. Bidders shall be eligible on the basis of seniority and qualifications. A complete bid list shall consist of the three (3) most senior qualified employees who have met all qualifications including Article 9, Section 4. If no internal bidders meet the seniority and qualification requirements, then the Employer can solicit applicants from outside of the Agency.

Examples of qualifications to be considered include, but are not limited to, work record, attendance, disciplinary records, and job qualifications.

If any employee who works an amount equal to the promotional probationary period (720 hours) in another specific position other than their current position, that work experience will be included to qualify for other positions the employee may choose to bid for.

Any employee who has worked in the position titled "Receptionist" shall have that work experience count as a "move" per the current job descriptions and minimum 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 (5) working days of the selection.

An employee who has been awarded a promotion shall earn the higher rate of pay the first day of the first pay period after the selection.

An employee must complete their probationary period of 180 days before they can bid on another position.

## **SECTION 2 - CONTENTS OF POSTINGS FOR BID**

Each posting shall indicate:

1. Classification
2. Initial Unit and Initial Supervisor
3. Base salary and pay range
4. Whether job is permanent or temporary, and if temporary, the approximate duration of the job.
5. Minimum qualifications
6. Current Job Description

If there are changes in the posting prior to selection, the opening shall be re-posted and a new bid list established, except that the Union may waive this requirement, in which case, the previous bid list would stand.

## **SECTION 3 - PROMOTIONAL/LATERAL PROBATIONARY PERIOD**

The promotional/lateral probationary period shall be ninety (90) days immediately following the completion of training.

Should the employee not satisfactorily complete the probationary period for a position acquired through job posting/ bidding, they shall be returned to their former position if such position is vacant or to any similar vacant position within the same pay grade as long as they meet the minimum qualifications before they are provided with the option of displacing another current employee.

An employee must complete their training program and their ninety (90) day promotional/ lateral probationary period before they may bid on another position.

Any employee who is displaced by the return of the probationary employee shall be returned to their former position if said position is vacant or to any similar position.

## **SECTION 4 - PROMOTIONAL/LATERAL TRAINING**

A training program will be developed. Employees will receive a copy of the training agenda.

Developmental feedback sessions will be conducted on a regular basis and will include setting goals and expectations. The first session will normally be held within the first two (2) weeks and then at least once every thirty (30) days thereafter to assess the needs and/or progress of the

employee. A final developmental feedback session will be conducted at the conclusion of the training program.

Training will not exceed ninety (90) days. The training program may be completed prior to the ninety (90) days if mutually agreed upon by the supervisor and the employee.

If it is determined at any developmental feedback session that the employee is not progressing in the training, the union representative, the supervisor, and the employee will meet to discuss the areas needing improvement. In two weeks, another developmental feedback session will be conducted. If the supervisor finds that satisfactory progress has not been made, the supervisor will return the employee to the prior position without completing the training.

The employee has the right to return to their prior position during the first thirty (30) days of the training.

Both parties agree to establish a committee to evaluate training needs.

## **SECTION 5 - FREQUENCY OF BID**

An individual accepting a lateral position cannot bid on an additional lateral position for a period of nine months from the date of selection.

# **ARTICLE 13**

## **POSITION DESCRIPTIONS**

### **SECTION 1 - ASSIGNMENT OF DUTIES**

The classification of positions within the Department, the duties assigned to those positions, and the method used for classification are vested with Management. When a new job classification is established or an existing one is substantially changed, the Human Resources Department will submit the position description in writing to the Union at least 15 days prior to the implementation of those changes and meet with the Union to discuss said changes if requested by the Union. If there is no response from the Union within 15 days, the Employer may implement its proposed classification assignment, and the Union may grieve this decision starting at the County Commissioners level as to the reasonableness of the position description. Whenever a new classification/position is created, it shall be posted with the exception of if the classification change is the result of a job audit for the employee involved.

### **SECTION 2 - JOB AUDIT PROCEDURES**

1. Employee: Written request to the department head
  - a. Department head gives questionnaire
  - b. Department head may attempt to resolve
2. Department Head: If disagrees
  - a. send to personnel officer within ten (10) workdays of receipt of request
3. Personnel Department:

- a. Within five (5) workdays of receipt of request, send questionnaire (if not submitted)
4. Employee:
  - a. Within ten (10) workdays of receipt of request of questionnaire, complete and return to personnel officer
5. Personnel Department:
  - a. Within thirty (30) workdays of the completed questionnaire, sit down with the employee. The steward will sit as an observer, complete audit.
6. There will be a Labor/Management meeting before the recommendation goes to the Commissioners.
7. Personnel Department can extend #5 guidelines up to an additional thirty (30) workdays.
8. Questions of Job Audit shall be resolved under this Article. Job Audit requests cannot be made to an external agency including DAS.
9. The Employer will notify the Chapter Chairperson when a job audit is requested. The Employer will provide the name of the employee requesting the audit, classification, and department.
10. The effective date and retroactive pay will be ninety (90) days from the date the audit was stamped "received" in Personnel or when it is approved by the Commissioners, whichever is earlier.

## **ARTICLE 14** **JOB DUTIES AND WORK RULES**

### **SECTION 1A - TEMPORARY TRANSFER (INVOLUNTARY)**

An employee may be temporarily assigned to a different position for a period not to exceed six (6) months during a calendar year. Management has the right to determine the need to temporarily re-assign an employee within/across classification (assuming the employee meets the qualifications for said position/classification) for emergency purposes, operational efficiency and/or cost effectiveness. Management will first consider volunteers for such temporary assignments; however, the decision to select any volunteer is Management's right based on operational needs. If there are no volunteers or a volunteer cannot be temporarily assigned, Management will select the employee to be temporarily assigned from the three (3) least senior employees who meet the minimum qualifications for the position to be temporarily filled. During a Labor-Management meeting, Management will explain to the Union which employee it selected and the reason(s) for that selection. The union may appeal this decision to the County Administrator, who shall have the final decision in any such appeal.

## **SECTION 1B – INVOLUNTARY FILLING OF PERMANENT VACANCIES**

If it becomes necessary to fill a position through involuntary transfer because no qualified bids were submitted for a posted position, Management has the right to determine the need to permanently re-assign any employee within/across classification (assuming the employee meets the qualifications for said position/classification) for emergency purposes, operational efficiency and/or cost effectiveness. Management will select the employee to be permanently assigned from the three (3) least senior employees who meet the minimum qualifications for the position to be permanently filled. During a Labor-Management meeting, Management will explain to the Union which employee it selected and the reason(s) for that selection. The Union may appeal this decision to the County Administrator, who shall have the final decision in any such appeal.

## **SECTION 2 - TEMPORARY WORK LEVEL (TWL)**

If an employee is assigned to perform work in a higher classification within the employee's class series or in a class series other than the employee's own, he must meet the minimum requirements of the position. Assignment to a temporary working level must be done by the supervisor, and in writing.

Any employee who works an amount equal to the promotional probationary period (720 hours) as the result of a TWL, that work experience will be included to qualify for other positions the employee may choose to bid on.

If the difference in pay grade on the TWL is one grade, the Employee will earn their current step in the higher classification pay range.

If the difference in pay grades is two or more, the employee will earn either five percent (5%) above his current base rate or the first step of the higher classification, whichever is greater.

Satisfactory attendance as defined in Article 9, Section 4 of the Collective Bargaining Agreement, would not be applied when considering employees for a Temporary Work Level of less than forty (40) hours.

Movement of an employee from one position to another position shall only be considered a TWL, when:

- A. The TWL position is a higher pay grade.
- B. There is nothing in the Employer's job description to cover the TWL duties.

The employee will sign an acknowledgment form for this temporary status change and rate change.

## **SECTION 3 - WORK RULES**

The Employer has the right to establish work rules. Such work rules shall be reasonable and necessary. Whenever possible, work rules shall be posted for ten (10) working days before implementation except for emergencies. Employees shall be given a copy of any change in work rules related to their work.

The parties recognize that not every work situation can be reduced to a written work rule, but the Employer always retains the right to manage the Agency.

## **SECTION 4 - EMPLOYEE MORALE AND EFFICIENCY**

Every Department employee is entitled to courteous treatment by every other Department employee.

## **SECTION 5 - WORK PROVISIONS**

The Employer will attempt to provide within existing budgetary constraints, adequate disposable office supplies such as pencils, pens, paper clips, paper, etc. The employee will not be required to furnish supplies needed to do the Employer's work.

Employees in need of supplies or equipment must complete the "Requisition Form for Equipment/Supplies to be Ordered" and obtain their supervisor's approval.

Upon separation or termination of employment, it is the responsibility of the employee to return to the supervisor all supplies/equipment issued including but not limited to: scissors, tape dispenser, stapler, hand-held recorders, headsets, calculators, keys, and I.D.'s.

All employees in the Junior Case Manager/Case Manager job classifications in the CRU department will receive Voice Mail on their phones. Any messages left on voice mail will be responded to within forty-eight (48) hours. Violations of this provision can be considered a basis for disciplinary action "neglect of duty".

## **SECTION 6 - JOB DUTY INSTRUCTIONS AND THE CHAIN OF COMMAND**

An employee shall ordinarily receive his job duty instructions from his supervisor and shall meet with his supervisor upon request for instructions, discussion, or job performance and/or for counseling. If an employee receives oral instructions which he believes to be in error or insufficiently clear to enable him to perform his duties adequately, he shall discuss the matter with his supervisor.

In addition, e-mail shall be utilized to convey messages to affected employees whenever possible. The parties agree that any employee who is trained on the use of E-mail shall be held responsible to access and use any work-related E-mail.

## **SECTION 7 - EMPLOYEE REVIEW OF PERSONNEL FILE**

An employee and/or their Union representative may review his/her personnel file. The Employer has five (5) days to schedule the review at a time mutually convenient to both the Employer and the employee or Union representative. In no case is the review to be conducted more than ten (10) days after the request, unless agreed to by the Employer and the employee and/or the Union representative involved. The employee is not restricted from having a Union official present when the review is completed.

Confidential letters of reference shall be included in this provision.

Employees are entitled to receive a copy of materials in their official personnel file.

Upon the completion of any investigation any anonymous material will not be placed in the above file.

An employee's official file is housed in the County Personnel Department.

An employee and/or their Union representative can respond in writing to materials in their personnel file.

The Employer will notify the employee in writing if a citizen requests to see their personnel file.

## **ARTICLE 15** **HOURS OF WORK AND OVERTIME**

### **SECTION 1 - THE STANDARD WORK WEEK**

The standard work week for employees shall be Monday through Friday, 8:30 a.m. to 4:30 p.m. In the event program changes require the establishment of shift operations separate from existing work schedules, the Employer and the Union will negotiate a shift differential. The parties agree that some employees may have work schedules which may differ from the normal workday.

The Employer may schedule employees in order to assure reasonable coverage. The Employer agrees to meet and discuss with the Union its basis for determining what reasonable coverage is.

1. Employees are required to record via the Department's electronic recording device (i.e. KRONOS) their actual time of arrival and after completing the normal workday, employees are required to record their actual time of departure per department procedures. Additionally, employees are required to transfer in and out for their lunch period and breaks, if taken.
2. Each workday, employees are required to take either A) one (1) paid hour for lunch or B) a one-half (1/2) hour paid lunch and two (2) fifteen-minute breaks, unless other arrangements are made by their Supervisor and coverage must be ensured during this time.
3. Overtime will be regulated by all rules and procedures currently in effect outlined in Section 4.
4. Scheduling necessary to maintain unit coverage will be done on a rotating Agency seniority basis.
5. Employees who are unexpectedly unable to report to work at their scheduled time must report their absence or tardiness to their Supervisor prior to the start of their scheduled time of arrival. Employees must report their estimated time of arrival on the job to their Supervisor on the day of the occurrence, the circumstances, expected duration, and where he may be reached. Tardiness may result in docking and excessive tardiness is subject to

discipline.

## **SECTION 2 - BREAKS**

Each full-time employee will work a total of seven (7) hours per day, with either a paid hour for lunch or a half-hour paid lunch and two (2) fifteen-minute breaks, each workday.

- A. During the lunch period, employees shall be relieved of all duties, including on-call duties.
- B. The lunch hour will be taken and completed between the hours of 11:00 a.m. and 2:30 p.m. With prior Supervisor approval, lunch periods may be taken at a time other than specified above, but not more than four times a month. To ensure unit coverage, lunch periods may be assigned by the Supervisor through seniority.
- C. Only the employees who choose the half hour (1/2) hour paid lunch option will be provided with two (2) fifteen (15) minute breaks, and they shall be scheduled and occur between the hours of 9:30 a.m. to 11:00 a.m. for the morning break, and 2:00 p.m. to 3:30 p.m. for the afternoon break.
- D. If the area has less than six (6) employees, no more than one (1) employee will be permitted to be on break at one time. If the area has more than six (6) employees, the supervisor will schedule possible overlapping breaks.

It is permissible for more than one employee to be on assigned break and late lunch as long as there is sufficient work coverage. Employees recognize breaks will not interfere with ongoing work.

## **SECTION 3 - TIME/PAY CALCULATION**

- A. After the grace period, the following penalty schedule shall apply:

<b>Minutes</b>	Conversion	Rounding	<b>Minutes</b>	Conversion	Rounding
<b>6 min</b>	.10 hr	.10 hr	<b>33 min</b>	.55 hr	.50 hr
<b>7 min</b>	.12 hr	.10 hr	<b>34 min</b>	.57 hr	.60 hr
<b>8 min</b>	.13 hr	.10 hr	<b>35 min</b>	.58 hr	.60 hr
<b>9 min</b>	.15 hr	.10 hr	<b>36 min</b>	.60 hr	.60 hr
<b>10 min</b>	.17 hr	.20 hr	<b>37 min</b>	.62 hr	.60 hr
<b>11 min</b>	.18 hr	.20 hr	<b>38 min</b>	.63 hr	.60 hr
<b>12 min</b>	.20 hr	.20 hr	<b>39 min</b>	.65 hr	.60 hr
<b>13 min</b>	.22 hr	.20 hr	<b>40 min</b>	.67 hr	.70 hr
<b>14 min</b>	.23 hr	.20 hr	<b>41 min</b>	.68 hr	.70 hr
<b>15 min</b>	.25 hr	.20 hr	<b>42 min</b>	.70 hr	.70 hr
<b>16 min</b>	.27 hr	.30 hr	<b>43 min</b>	.72 hr	.70 hr
<b>17 min</b>	.28 hr	.30 hr	<b>44 min</b>	.73 hr	.70 hr
<b>18 min</b>	.30 hr	.30 hr	<b>45 min</b>	.75 hr	.70 hr
<b>19 min</b>	.32 hr	.30 hr	<b>46 min</b>	.77 hr	.80 hr
<b>20 min</b>	.33 hr	.30 hr	<b>47 min</b>	.78 hr	.80 hr
<b>21 min</b>	.35 hr	.30 hr	<b>48 min</b>	.80 hr	.80 hr
<b>22 min</b>	.37 hr	.40 hr	<b>49 min</b>	.82 hr	.80 hr

<b>23 min</b>	.38 hr	.40 hr	<b>50 min</b>	.83 hr	.80 hr
<b>24 min</b>	.40 hr	.40 hr	<b>51 min</b>	.85 hr	.80 hr
<b>25 min</b>	.42 hr	.40 hr	<b>52 min</b>	.87 hr	.90 hr
<b>26 min</b>	.43 hr	.40 hr	<b>53 min</b>	.88 hr	.90 hr
<b>27 min</b>	.45 hr	.40 hr	<b>54 min</b>	.90 hr	.90 hr
<b>28 min</b>	.47 hr	.50 hr	<b>55 min</b>	.92 hr	.90 hr
<b>29 min</b>	.48 hr	.50 hr	<b>56 min</b>	.93 hr	.90 hr
<b>30 min</b>	.50 hr	.50 hr	<b>57 min</b>	.95 hr	.90 hr
<b>31 min</b>	.52 hr	.50 hr	<b>58 min</b>	.97 hr	.00 hr
<b>32 min</b>	.53 hr	.50 hr	<b>59 min</b>	.98 hr	.00 hr

Effective with the implementation of the Agency's electronic monitoring device (i.e. KRONOS), employees shall be paid on tenth of an hour increment.

1. If employees are to be docked, they shall be docked at the pay rate in effect at the time of occurrence of the tardiness.
2. Dockings for tardiness which total less than one (1) hour during the standard 13 pay-period computing period shall not be considered for the purpose of computing bonus hours.

B. *EXTRAORDINARY DEDUCTIONS*-No extraordinary deduction(s) shall be made from an employee's pay without an agreement between the Employer and the employee, except as provided below. An extraordinary deduction is one which requires the employee to repay the Employer because of overpayment received by the employee but does not include dockings that were made in accordance with the Agreement. If no agreement is reached and the amount of the overpayment is \$30 or less, the entire amount, at the discretion of the Employer, may be deducted in a single pay period. If no agreement is reached and the amount of the overpayment is more than \$30, the greater of \$30 or 10% of the amount owed shall be deducted each pay period until the entire amount has been repaid. If the employment of the employee is terminated for any reason before the full amount owed has been repaid, any balance owing shall be deducted from the employee's final pay to the extent possible.

1. An employee may reimburse by cash, check, or money order the full amount of any overpayment owed the Department at any time, receiving a receipt verifying said payment.

C. Employee Time Records - No Supervisor will change any employee's time record after it has been approved by the employee without first discussing the matter with the employee. If the issue of the correctness of the time record cannot be resolved by the Supervisor and employee, the Supervisor may change the time record, and shall give a copy of the record before and after the change to the employee. The employee, if still in disagreement with the change, may grieve this issue of the correctness of the time record. If the employee is not available for discussion of the issue, the Supervisor may change the record, and shall leave a copy of the changed record with a notation of the change.

## **SECTION 4 - DISTRIBUTION OF OVERTIME**

Overtime shall be distributed as evenly as possible among employees in a given classification within a department who have completed their initial probationary period and are deemed qualified by the Employer.

- A. A rotating seniority list shall be established by job classification within the department stating each employee's name and seniority date.
  - 1. The Union shall be furnished with a copy of the Department's rotating seniority list.
- B. Overtime shall be offered within the classification within the department based on the rotating seniority list. All appropriate employees within the classification will be notified by management of the opportunity to work overtime.
- C. When it is an employee's turn to be offered overtime, and he refuses such an offer, he shall not be offered overtime again until it becomes his next turn.
  - 1. Permanent employees will be offered overtime before such offerings are made to initial probationary employees.
- D. **MANDATORY OVERTIME** - The Employer reserves the right to require mandatory overtime using the rotating seniority list. Mandatory overtime will be worked by the least senior employees in a classification who are qualified.
- E. If an employee continues to work past eight (8) hours a day with supervisory approval because of an emergency, he shall be eligible for overtime compensation.

## **SECTION 5 - OVERTIME PAY**

Any employee who is authorized to work overtime in excess of the regularly scheduled workday shall be eligible for overtime compensation during any week in which he works in excess of forty (40) hours.

- A. Overtime will be paid at the rate of one and one-half (1.5) the employee's hourly rate of pay. The employee may choose to receive compensation time at time and one-half in lieu of pay, for eighty (80) hours per year non-cumulative. Scheduling of said comp time shall be based upon mutual decision of Employer and employee.
- B. The Employer or its representative cannot order an employee to work less than the regularly scheduled work period or manipulate a schedule of an employee in order to deny overtime.
- C. Holidays, vacation, paid sick leave and other time off in active pay status to which an employee is entitled, shall be considered as time worked for overtime purposes.
- D. Employees in a leave without pay status shall not be allowed the opportunity to work overtime.

## **SECTION 6 - CALL BACK PAY**

Any employee, who is called back to work beyond his regular work schedule and reports, shall be paid a minimum of four (4) hours at the appropriate rate.

## **ARTICLE 16 LAYOFF PROCEDURE**

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

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

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

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

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

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

### **SECTION 4. DEFINITIONS**

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

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

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

### **SECTION 5. UNION NOTICE**

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

## **SECTION 6. LAYOFF NOTICES AND LISTS:**

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

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

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

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

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

## **SECTION 7. BUMPING PROCEDURE**

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

- A. An employee designated for layoff may bump a less senior employee in his/her same classification with the least bargaining unit seniority, as long as conditions 1, 2, and 3 of D below are met.
- B. An employee designated for layoff may bump a less senior employee with the least bargaining unit seniority in a classification in his/her same pay range, as long as conditions 1, 2, and 3 of D below are met.
- C. An employee designated for layoff may bump a less senior employee with the least bargaining unit seniority in a classification in a lower pay range, as long as conditions 1, 2, and 3 of D below are met.
- D. An employee can move back to a position which he held within the last 3 years if the

following conditions are met:

1. The position is to be filled despite the layoff.
2. The individual holds the minimum qualifications for the specific position.
3. The employee can immediately assume the position with minimal training. Minimal training is defined as training that can be accomplished in thirty (30) or less workdays (or the equivalent of 240 work hours) to the satisfaction of management. Disqualifications due to dissatisfaction by management with minimal training can be grieved directly to step three (3) of the grievance procedure. It cannot be appealed to arbitration nor to any outside administrative policy or court of appropriate jurisdiction.
4. The employee bumping backward to a previous position must have more bargaining unit seniority than the person being bumped.
5. Employees who voluntarily took a demotion within the last 18 months can exercise their rights under this proposal. Involuntary demotions are excluded from this proposal.

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

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

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

## **SECTION 8. REINSTATEMENT RIGHTS:**

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

When an employee is laid off, the employee is automatically placed on the recall list for the position from he or she was laid off from and shall declare those additional positions for which recall will be accepted, provided that 1, 2, and 3 of D in Section 7 are met. Employees qualified for openings shall be recalled according to seniority based on the recall list they submit prior to layoff, beginning with the most senior qualified laid off employee. No person on the recall list may be recalled to a position in a classification higher than the one he or she was laid off from.

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

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

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

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

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

## **SECTION 9. REMOVAL FROM RECALL LISTS:**

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

A laid off employee who declines reinstatement at a lower classification than that previously held may also remain on the recall list. A laid off employee who accepts an appointment to another public agency is taken off the recall list.

## **SECTION 10. ADJUSTED SENIORITY**

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

## **SECTION 11. LAYOFF DURING LEAVE:**

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

exhausted or the employee is able to return to work, whichever occurs first.

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

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

# **ARTICLE 17**

## **HEALTH AND SAFETY**

### **SECTION 1 - HEALTH AND SAFETY COMMITTEE**

A Health and Safety Committee shall be formed consisting of Non-Bargaining employees and Bargaining Unit Members. The purpose of the Health and Safety Committee is to promote a safe work environment. The committee shall be responsible for drafting a Health and Safety Handbook.

### **SECTION 2 - HEALTH AND SAFETY**

Safety must be the prime concern and responsibility of both parties. Therefore, the Employer accepts the responsibility to attempt to provide safe working conditions and working methods for his employees. The employee(s) accept the responsibility to maintain his equipment and work area in a safe and proper manner and accepts the responsibility to follow all safety rules and safe working methods of the Employer. Employees are expected to exercise common sense and due caution in their work environment. All working conditions believed to be unsafe must be reported to the designated supervisor as soon as said unsafe working conditions are known. The supervisor will investigate all reports of unsafe working conditions and correct same if possible. The supervisor will attempt to correct all unsafe practices found and see that the safety rules and safe working methods are followed by his employees.

The Union representative shall bring safety complaints from employees to the Labor-Management meetings.

### **SECTION 3 - 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 # 94-320. A designated smoking area has been established by the Employer outside of the building.

### **SECTION 4 - PERSONAL BELONGINGS**

Keys to desks or a locking cabinet will be provided within 30 calendar days and broken desk locks will be fixed as best and quickly as possible.

## **SECTION 5 - EMERGENCY SUPPLIES AND EQUIPMENT**

Fully equipped first aid supplies shall be maintained in the building and all employees shall be made aware of the location of such supplies.

## **SECTION 6 - BUILDING SAFETY/SECURITY**

1. The Employer shall, within his authority, provide adequate, clean, sanitary, well ventilated, deodorized, and adequately supplied, including feminine hygiene receptacles, in restrooms at all times. Further, the Employer agrees that except for those restrooms designated for public use, all other restrooms, if any, will be designated for employees only.
2. The Employer shall provide adequate lighting in all work areas per Building Specifications.
3. The Employer will provide and maintain a flashlight in all areas without windows.
4. The Employer will provide panic buttons for reception area.
5. The Employer will provide security.

## **SECTION 7 - PAGING/INTERCOM**

The Employer will install a paging/intercom system in the building for emergencies.

## **SECTION 8 - EMPLOYEE IDENTIFICATION CARDS**

All Lucas County CSEA employees shall wear their Lucas County CSEA Employee Identification Card affixed to their clothing (in a visible manner), at all times, whenever they are in a county facility.

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 (1) day only.

Wearing of your Employee Identification Card is for your safety as well as others. Replacement of lost cards is subject to a \$5.00 replacement fee.

## **SECTION 9 – WORK INJURIES**

### **Part 1**

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

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

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

### **Part 2**

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

### **Part 3**

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

## **ARTICLE 18**

### **JOB SECURITY AND MAINTENANCE OF STANDARDS**

#### **SECTION 1 - MAINTENANCE OF STANDARDS**

The Employer agrees that all conditions of employment in its operations relative to all working conditions and employee 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.

#### **SECTION 2 - SUBCONTRACTING**

No bargaining unit employee shall be laid off as a result of subcontracting. The Employer shall not sub-contract if any such sub-contracting shall directly result in the lay-off of any Bargaining Unit Employee unless the Employer is required to contract out per Federal or State mandate. The Employer will do all that is reasonable to avoid lay-offs under this situation.

The Union shall be given prior notification and the opportunity to propose alternate solutions during Labor/Management meetings.

## **SECTION 3 - WORK STUDY STUDENTS/SEASONAL WORKERS**

No work study student, seasonal worker or intermittent worker shall perform work which would directly result in the loss of a regular employee's job.

## **SECTION 4 - BARGAINING UNIT WORK**

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

# **ARTICLE 19**

## **GRIEVANCE PROCEDURE**

### **SECTION 1 - DEFINITION**

A grievance shall be defined as misinterpretation or misapplication of a specific term of this collective bargaining agreement.

### **SECTION 2 - GRIEVANCE PROCEDURE**

Procedure for grievance resolution - upon the determination that a grievance exists, the steps toward resolution shall be:

**STEP 1:** Employees having a grievance will see the immediate supervisor who will promptly send for the Union steward within the department. The employee and steward will discuss the grievance with the supervisor who will make every reasonable effort to effect a settlement in accordance with the provisions of the Agreement.

**STEP 2:** If the grievance cannot be settled by the method outlined above, a written grievance will be submitted to the employee's immediate supervisor, who shall prepare and return his/her answer within five (5) working days.

**STEP 3:** If the grievance is not resolved by the supervisor within the specified time, it will be presented to the Director with the supervisor's answer and the reason that the response was unsatisfactory within five (5) working days. The Director will return his answer to the grievance within five (5) working days.

**STEP 4:** The parties may utilize grievance mediation with mutual agreement after Step 3 of the grievance procedure is completed. The parties agree to use the services of the Federal Mediation Conciliation Service (FMCS), the State Employment Relations Board (SERB), or other mutually agreed upon mediation services. Notices of mediation requests are to be signed by both parties and forwarded to the mediator by the moving party. Should the availability of a mediator unnecessarily delay the processing of a grievance, in the opinion of either party, either party may withdraw its consent to mediation by notifying the other party in writing. The grievance may then proceed to the next step.

**STEP 5:** If the grievance is not resolved through the above procedure, a written request for a hearing before the Board of County Commissioners may be submitted within seven (7) working

days. 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 Employee Relations Manager for the Board of County Commissioners will receive a copy of all grievances once they have reached Step 3. The grievance must include the written responses from each step of the procedure. The County Commissioners will attempt to render a written decision within seven (7) working days after the hearing.

The Board of County Commissioners will review this provision at the end of the first and second year of the agreement and they reserve the right to revert back to referring grievances to their designee if they find the process to be inefficient.

- A. Grievances that affect more than one (1) classification shall be presented at Step 3 of this procedure.
- B. In the event that Steps 1, 2, 3 of this procedure fails to respond within the specified time, 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.

**STEP 6: BINDING ARBITRATION:** All grievances may be submitted to binding arbitration at the request of either party.

- 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.
  - a. Alternately, one (1) name shall be struck from the list until one (1) name remains and that person shall be the arbitrator.
  - b. 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.
  - a. Employees called as witnesses by either party shall receive their regular rate of pay while attending such hearing.
  - b. All other expenses for witnesses or otherwise shall be borne by the party incurring the cost.
- C. The arbitrator shall schedule a hearing date as promptly as possible. The decision of the arbitrator shall conform with Ohio Civil Service and other applicable laws and shall be binding upon both parties.
  - a. The arbitrator shall not be empowered to rule contrary to, to amend, add to or eliminate any of the provisions of this Agreement, nor shall the arbitrator rule in such a way as to the contrary to the legal duties of the Board of County Commissioners.

## **ARTICLE 20**

## **DISCIPLINE**

### **SECTION 1 - TYPES OF DISCIPLINE**

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

The purpose of discipline is constructive and shall be applied progressively. This discipline will, except under unusual circumstances, begin with a verbal reprimand and if the employee's behavior does not change, progress to a written reprimand or suspension. Reduction and removal will, except under unusual circumstances, not be imposed if the employee's record does not contain one or more reprimand or suspension.

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

### **SECTION 2 - REASONS FOR DISCIPLINE**

In accordance with Section 124.34 of the Ohio Revised Code, an employee may be disciplined for reasons of incompetence, inefficiency, unsatisfactory performance, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of civil service rules, or any other failure of good behavior, or any other acts of misfeasance, malfeasance, or nonfeasance, or conviction of a felony. The burden of proof of any alleged offense rests with the Employer. The Employer is defined as the Lucas County Board of Commissioners or their designated agent.

The parties agree that disciplinary action shall be progressive and corrective. When an employee of the bargaining unit is guilty of incompetence, inefficiency, unsatisfactory performance, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, or other acts of misfeasance, malfeasance, or nonfeasance, or conviction of a felony such individual shall be subject to immediate disciplinary action up to and including dismissal.

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

When an employee is given a reprimand, the original reprimand will consist of a verbal reprimand issued to the employee within five (5) working days of the supervisor's knowledge of the incident or completion of the investigation whichever is later. This reprimand will be noted in the employee's personnel file.

When it becomes necessary to reprimand an employee the second time for a same or similar offense, the reprimand will be in writing and issued to the employee within five (5) working days of the supervisor's knowledge of the incident or the completion of the investigation whichever is later.

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

When an employee's supervisor is considering disciplining an employee beyond a verbal or written reprimand, the employee's immediate supervisor will complete his/her investigation of the incident within ten (10) working days of his/her knowledge of said incident. The investigation will be done in a confidential manner so as not to cause undue embarrassment to the employee. If the supervisor's investigation is not completed prior to the expiration of the ten (10) working day period, the time limits shall be extended provided that the Union shall be given written notice. The results of said investigation will then be reduced to writing and given to the Employer.

Any charges will be reduced to writing and shall be given to the employee and Chapter Chairperson within ten (10) working days of the employer's knowledge of the incident, or upon completion of the investigation.

### **SECTION 3 - COUNSELING**

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

Counseling 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.

This section of Article 20 is not grievable.

### **SECTION 4 - DISCIPLINARY MEETING**

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 between the Union and the affected employee, and the County Personnel Department. 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, Deputy County Administrator, and the Director. 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 suspensions or reductions shall cease to have force and effect twenty-four (24) months from the date of issuance, providing no intervening discipline as occurred. Verbal and written reprimands and warnings of derogatory notations shall cease to have force and effect twelve (12) months from the date of issuance, providing no intervening discipline has occurred.

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 employee may be temporarily reassigned by the Employer.

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

## **SECTION 5 - RESIGNATION IN LIEU OF REMOVAL**

Any employee, whose removal from the Department is sought, may resign and the record shall show that the employee resigned of his own accord. An employee who resigns under this section will not be entitled to re-employment rights.

## **SECTION 6 - APPEAL OF DISCIPLINARY ACTION**

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

## **SECTION 7- INVESTIGATIONS**

No bargaining unit employee shall be allowed to investigate another employee.

# **ARTICLE 21**

## **REINSTATEMENT TO EMPLOYMENT**

### **SECTION 1 - REINSTATEMENT REQUESTS**

A former employee who wishes to be reinstated to his employment in the Agency shall submit a written request to the Director no later than thirty (30) days prior to the expiration of the reinstatement period.

- A. The Director shall have thirty (30) days from the receipt of a reinstatement request to determine whether or not he agrees to the reinstatement.

- B. If the Director chooses to deny a reinstatement request, he shall so inform the former employee in writing at his last known address.
- C. An employee shall have up to one (1) year to request such a reinstatement.

## **SECTION 2 - LAID OFF EMPLOYEES**

The provisions of this Article do not apply to laid-off employees. Laid off employees shall have preference over former employees covered by this Article.

The provisions of this Article are not grievable.

## **ARTICLE 22 SEPARABILITY**

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 invalid, the parties shall meet to renegotiate the provision. If an agreement is not reached after a reasonable period of negotiations, the Employer can implement its last and best offer. Either party can raise the issue in the next regularly scheduled negotiations.

## **ARTICLE 23 MISCELLANEOUS**

### **SECTION 1 - STAFF MEETINGS**

The Employer will hold regular staff meetings with all employees.

### **SECTION 2 - BEVERAGES**

Employees are allowed to have beverages at their desks provided they use covered cups. (In order to protect computer equipment, etc.)

### **SECTION 3 - EQUIPMENT FAILURE**

In the event that the Employer's equipment fails, such equipment shall be fixed as soon as possible.

## **ARTICLE 24 INSURANCE**

### **SECTION 1 - MEDICAL, DENTAL & LIFE INSURANCE**

The Employer agrees to maintain the same life insurance, family hospitalization plan(s), and

prescription drug plan 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.

## **ARTICLE 25** **COMPENSATION AND BENEFITS**

### **SECTION 1 - MILEAGE AND REIMBURSEMENT**

All employees are required to use the Department Van when available for travel. If an Employee chooses to use their private vehicle for travel, they will not be reimbursed for mileage.

Employees who are required to use their private motor vehicles for CSEA business shall be paid the maximum allowable under Internal Revenue Service Rules.

The Employer shall reimburse employees any parking fees they are required to pay while using their private vehicle for CSEA business. Employees are required to follow agency procedures before any reimbursement will be allowed.

### **SECTION 2 - TRAVEL EXPENSES**

All eligible travel expenses will be compensable pursuant to the Commissioners Travel policy (#9b)-as last amended on February 26<sup>th</sup>, 2008.

### **SECTION 3 - PROFESSIONAL INSURANCE**

The Employer shall provide liability insurance on all employees at the Child Support Enforcement Agency as provided by the Lucas County Commissioners.

### **SECTION 4 - PAY ADJUSTMENTS**

Employees will receive the following pay adjustments as due:

1. **STEP INCREASES** – New employees in a classification assigned to Pay Grade 16 shall start at the step that provides a minimum wage of no less than \$15.00 per hour (which effective 1/1/2022 will be Step 2, \$15.13 per hour). Any current employee in a classification assigned to Pay Grade 16 will, if necessary, be placed into Step 2 effective 1/1/2022; those employees will then move to Step 3 after completion of twenty-six (26) pay periods from their original date of hire. In all other cases, Step advancement shall become effective on the day the employee attains the necessary length of service (normally twenty-six (26) pay periods following the last step or probationary advance within his/her pay range.) Time spent on authorized leaves of absence shall be counted for this purpose. Step advancement shall not be affected by demotion or other change in classification held by the employee, nor by any change in pay for his class unless the change initiates a promotional probationary period.
  
2. **PROMOTIONAL INCREASES** - Upon promotion an employee will be placed in a step in the pay range assigned to his new classification that would provide him with at least a

four percent (4%) increase in step rate.

3. PROBATIONARY INCREASES - An employee will be advanced in step within his/her pay range during the pay period during which he/she successfully completes his/her probationary period. Such probationary period shall be one hundred eighty (180) calendar days. However, any new employee in Pay Grade 16 who is initially assigned to Step 2 as defined in Part 1 of this Section, as a result of having the advanced step placement upon hire will not move to Step 3 until after completion of twenty-six (26) pay periods from their original date of hire. Time spent on leaves of absence shall not be counted as part of a probationary period.
4. DEMOTIONS - Upon demotion, an employee will be placed in the step in the pay range assigned to his new classification closest to but not exceeding his previous step rate of pay, except that if demotion to his former classification or pay range occurs during or follows an unsatisfactory probationary period, he shall be returned to his former rate of pay.
5. WAGES AND BENEFITS
  1. There will be **three percent (3%)** general wage increase for all employees covered by said Agreement for the period beginning January 1<sup>st</sup>, **2025**, through and including December 31, **2027**
  2. **There shall be a \$1,000 lump sum paid in full upon ratification in Calendar year 2024.**
  3. There shall be an economic reopen for **2026 and 2027**.
  4. Employees covered by this provision shall include those employees in an authorized pay or leave status at the time of ratification. Additionally, any employee, who retires after the expiration of the previous contract, but prior to acceptance by both parties of the new contact is eligible for any retroactive economic increase granted for the period, while they were in active employment status.
5. BILINGUAL PAY - A bilingual (Hispanic) premium of five percent (5%) will be added to an employee's hourly rate if the skill is required in relating to a client or case. The minimum time charged will be one (1) hour. All bilingual usage time will be authorized by the employee's immediate supervisor.
6. All existing and any new Junior Case Managers who reach the minimum qualifications for Case Managers, established either by time and/or by education and time, be given an automatic upgrade to Case Managers provided they have achieved satisfactory evaluations. Any employee eligible for the automatic upgrade either by time and/or by education and time may refuse said upgrade provided it is done within forty-eight (48) hours of notification of the upgrade and in writing to the appropriate personnel. It is understood that there will be no increase in the pay status of the employee as a result of the refusal to the automatic upgrade. Further, should the employee at a later date request the upgrade, it will be at the discretion of the Agency Director, or the employee will have to complete the standard bid process as described in the Collective Bargaining Agreement.

7. All existing and any new Legal Assistants who reach the minimum qualifications for Legal Assistant II, established either by time and/or by education and time, be given an automatic upgrade to Legal Assistant II provided they have achieved satisfactory evaluations.

## **ARTICLE 26 SUCCESSORS**

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

## **ARTICLE 27 EDUCATIONAL OPPORTUNITIES**

### **SECTION 1 - EFFECTIVENESS/EFFICIENCY**

The parties recognize the need for a strategic plan involving the initial training and updating of employee's knowledge about their positions and new or changes in legislation, regulations and procedures which may affect the effectiveness and efficiency in doing their jobs.

Priority will be given to training involving computerization/conversion and implementation, new legislation, regulations, and procedures.

A training committee made of Union and Management representatives will be formed to make recommendations to the Director as to training needs of staff, both long and short range.

Employees will be encouraged to take advantage of other training offered at minimal cost. The opportunity to attend training will be weighed against the need to maintain office coverage. Management may designate some training as mandatory training programs for specific units or departments.

### **SECTION 2 - REIMBURSEMENT PROGRAMS**

Both parties recognize the value of training and education and encourage employees to participate in the Lucas County Tuition Reimbursement Program, when available. However, the parties recognize there are restrictions and guidelines that must be followed for participation approval and that these programs may face cutbacks or elimination due to funding or other factors not under the control of the employer.

### **SECTION 3 - CONTINUITY IN THE WORKFORCE**

As changes occur, due to the implementation of new technology in the workplace, the Employer

will provide, insofar as feasible, the training necessary to maintain continuity in the workforce. All employees displaced by new technology shall be given the first opportunity for retraining if training is available and the employee meets the minimum qualifications for the position.

Grievances filed under this section can be filed up to the Commissioner's level and will not be subject to arbitration.

## **SECTION 4 - TRAINING/TRAVEL TIME**

If an employee is required to work beyond their normal work hours due to training and/or travel, they will be permitted to adjust their schedule equal to that amount of time within the same pay period for which it occurred. If said time occurs on the last day of a pay period, the payroll officer shall be notified so compensation may be adjusted.

# **ARTICLE 28**

## **COURT LEAVE**

### **SECTION 1 - ELIGIBILITY**

The Employer shall grant court leave with full pay to any employee performing court service.

An employee is performing court service when they are summoned for jury duty by a court of competent jurisdiction, or 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 action. These appearances are hereafter known as "court service".

Employees performing court service must also comply with the appropriate paragraphs that follow.

1. It is expected that the employee will have a conversation with their supervisor prior to their court service. All scheduling issues must be resolved with the employee's supervisor prior to their court service.
2. The employee should expect to report to work prior to their court service, unless pre-arranged with their supervisor.
3. If after their court service, an employee can arrive at the office with 2 hours remaining in their work shift, then the employee shall report to work.

### **SECTION 2 - VACATION TIME USAGE**

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 directed as parent or guardian of juveniles.

## **ARTICLE 29**

### **COST SAVINGS MEASURES**

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

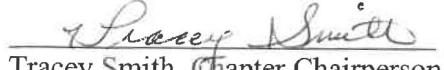
## **ARTICLE 30**

### **TERMINATION**

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

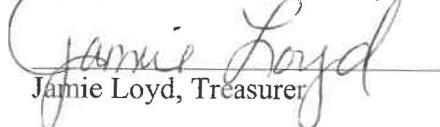
## SIGNATURES

**FOR THE UNION**  
**AFSCME OHIO COUNCIL 8**  
**LOCAL 544-04**

  
Tracey Smith, Chapter Chairperson

  
Kathy Harwick, Vice Chapter Chairperson

  
Nancy Stelmaszak, Secretary

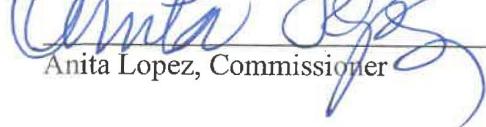
  
Jamie Loyd, Treasurer

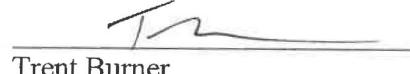
  
Jason Bogel  
Staff Representative  
AFSCME, Ohio Council 8

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

  
Pete Gerken, President

  
Lisa Sobecki, Commissioner

  
Anita Lopez, Commissioner

  
Trent Burner  
Human Resources Director  
Board of County Commissioners

**Side Letter**  
**Between**  
**Lucas County Commissioners**  
**And**  
**American Federation of State, County, and Municipal Employees**  
**Child Support Enforcement Agency**  
**Local 544-04**

On or before January 31<sup>st</sup>, 2025, the parties agree to meet and begin discussing Article 12 and Article 25 as it relates to probationary period completion wage increases.

Management:

/s/ LAUREN CARPENTER  
Assistant Prosecuting Attorney  
Lucas County Prosecutor

/s/ TRENT BURNER  
Human Resources Director  
Lucas County Commissioners

/s/ KEISHA TAYLOR  
Employee Relations Specialist  
Lucas County Commissioner

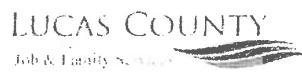
Union:

/s/ JASON BOGEL  
Staff Representative  
AFSCME Ohio Council 8

/s/ TRACEY SMITH  
Chapter Chairperson  
AFSCME Ohio Council 8, Local 544

/s/ KATHY HARWICK  
Vice Chapter Chairperson  
AFSCME Ohio Council 8, Local 544

# Performance Evaluation Form



## PERFORMANCE EVALUATION

Discussion Date:

Employee Name:

Probationary:  30/60/90 day

Unit:  CSEA-CRU

This Probationary Evaluation is intended to summarize an employee's performance at 30/60/90/120 or 180 days (depending on the position). This report should be shared with each employee no later than ten (10) days after the end of their review period. **ANY RATING OF "BELOW" OR "EXCEEDS" must include Comments.**

PERFORMANCE FACTORS and STANDARDS Check the rating for the overall category	BELOW EXPECTATIONS	MEETS EXPECTATIONS	EXCEEDS EXPECTATIONS
<b>JOB KNOWLEDGE</b>  * Competent in required job skills and knowledge * Exhibits ability to learn and apply new skills * Seeks professional growth/training to ensure job is performed adequately	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>CUSTOMER SERVICE</b>  * Builds & maintains effective working relationships with clients/co-workers * Responds to requests in a timely manner * Maintains confidentiality	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>QUANTITY OF WORK</b>  * Generates the amount of work expected for the position * Effectively manages multiple assignments/tasks * Completes work in a timely manner/works to full capacity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>QUALITY OF WORK</b>  * Work product is consistently completed in an accurate manner * Monitors own work to ensure quality * Work product is finished in a neat & acceptable manner; requires little follow up	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>DEPENDABILITY</b>  * Follows instructions and responds to management direction * Takes responsibility for own actions * Keeps commitments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comments:		



**PERFORMANCE  
EVALUATION**

COMMUNICATION	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
* Verbally expresses ideas, concepts, and directions clearly and concisely * Creates clear and concise written communication * Keeps others informed in a timely manner	Comments:		
<b>ATTENDANCE</b> See appropriate section of CBA	<b>Below Expectations</b>	<b>Meets Expectations</b>	<input checked="" type="radio"/>
Employee Comments:			
Supervisor Comments:			

Employee \_\_\_\_\_

Manager \_\_\_\_\_

Supervisor \_\_\_\_\_

**Send**

# Union Membership Authorization Form



## PUBLIC SECTOR AUTHORIZATION/MEMBERSHIP

Printed on 47  
014-785-8053

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

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

Print Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Cell \_\_\_\_\_ Personal Email \_\_\_\_\_

\*By providing my cell phone number I consent to receiving calls (including recorded or automated calls or texts) at that number from AFSCME and its affiliated labor, political and charitable organizations on any subject matter. My carrier's rates may apply. I may notify my preferences by calling the union at 614-841-1918 or emailing the union at authorizationcard@afscme.org



## AUTHORIZATION AGREEMENT FOR PAYROLL DEDUCTION (CHECKOFF AGREEMENT)

Printed on 47  
014-785-8053

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

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

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

Print Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_ Home ( ) \_\_\_\_\_ Personal Cell ( ) \_\_\_\_\_

Personal Email \_\_\_\_\_ Last 4 Digits of Your Social Security No. \_\_\_\_\_

Employer \_\_\_\_\_ Job Title \_\_\_\_\_

Worksite/Building \_\_\_\_\_ Shift \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

\*By providing my cell phone number I consent to receiving calls (including recorded or automated calls or texts) at that number from AFSCME and its affiliated labor, political and charitable organizations on any subject matter. My carrier's rates may apply. I may notify my preferences by calling the union at 614-841-1918 or emailing the union at authorizationcard@afscme.org

(Revised 2/23) (Council)

## **Appendix** **Drug Free Workplace**

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

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

- A. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance by an employee which takes place in whole or in part in the Employer's workplace is strictly prohibited. The term "controlled substance" are those substances so defined by Federal and/or State law. A partial list includes:
  - Narcotics (heroin, morphine, etc...)
  - Stimulants (cocaine, amphetamines, etc...)
  - Depressants (tranquilizers, etc...)
  - Hallucinogens (PCP, LSD, "designer drugs", etc...)
- B. Any employee convicted of any Federal, State or Local criminal drug statute within the workplace, must notify the Employer in writing of that fact within five (5) calendar days of the conviction.
- C. The Employer must, within thirty (30) days after receiving notice of a conviction from an employee:
  1. Take appropriate personnel action against such employee up to and including termination, and
  2. Require such employee to satisfactorily participate in a drug rehabilitation program.
    - a. First (1<sup>st</sup>) occurrence - receives 30 days suspension discipline
    - b. Second (2<sup>nd</sup>) occurrence – employee will be subject to termination
- D. Any employee who fails to report a workplace-related drug conviction will be terminated from employment.
- E. Any employee who is referred to a drug rehabilitation program (See C.2 above) and fails to satisfactorily participate in the program may be terminated from employment.
- F. Drug Screening
  1. Pre-Employment Testing
    - a. All applicants for employment shall be required to submit to a screen for certain controlled substances within 72 hours of receiving a job offer. Said job offer shall be contingent upon the applicant's passing the screen, or in some limited circumstances, employment may be extended, contingent upon passing the screen

within 90 calendar days of employment. All candidates for employment will be informed of the necessity for pre-employment drug testing at the time of application or interview.

- b. The test shall take place at a site determined by the Employer, and the analysis shall be performed by a laboratory selected by the Employer. The laboratory shall be certified by the Department of Health & Human Services Substance Abuse and Mental Health Services Administration. The cost of the screen shall be borne by the County, although transportation to and from the screening site shall be the responsibility of the applicant.
  - c. All positive screens shall be reviewed by a Medical Review Officer (MRO) who shall be a licensed physician. All decisions of the MRO shall be final. Failure to successfully pass the drug screen shall render the applicant "not eligible for employment."
  - d. Individuals who refuse to consent to the drug screening procedure or fail to appear for the testing within the prescribed time requirement, will be ineligible for employment.
2. Reasonable Suspicion" Testing

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

- a. Observable phenomena, such as direct observation of drug or alcohol use, possession, distribution during or immediately preceding work time; or the physical symptoms of being under the influence of drugs or alcohol, such as, but not limited to, slurred speech, dilated pupils, odor of alcohol, disorientation, dynamic mood swings, etc.;
- b. A pattern of abnormal conduct, erratic or aberrant behavior, or deteriorating work performance (e.g. frequent absenteeism, excessive tardiness, recurrent accidents, etc.) which appears to be related to substance abuse or alcohol and does not appear to be attributable to other factors;
- c. The identification of an employee as the focus of a criminal investigation into unauthorized drug possession, use or trafficking;
- d. A report of alcohol or other drug misuse or abuse during or immediately preceding work time provided by a reliable and credible source;
- e. Repeated or flagrant violations of the Employer's safety or work rules which post a substantial risk of physical injury or property damage, and which appear to be related to substance abuse and do not appear to be attributable to other factors.

- f. All employees are prohibited from engaging in the following:
  - i. Reporting to duty or remaining on duty while having a breath alcohol concentration of .06 or greater.
  - ii. 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);
  - iii. Testing positive for alcohol or controlled substances. (All positive screens shall be reviewed by an MRO who shall be a licensed physician. All decisions of the MRO shall be final.);
  - iv. Using or possessing alcohol or illegal and/or non-prescribed controlled substances while on duty;
  - v. 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:
  - i. The employee may be disciplined up to and including dismissal.
  - ii. The employee may be reassigned.
  - iii. The employee may be referred to the Employee Assistance Program (EAP).
  - iv. The employee will be subject to re-evaluation, return to duty testing, and unannounced follow-up testing.
  - v. The employee may be denied workers' compensation benefits.

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

H. In the event any part of this policy is determined invalid by operation of State or Federal law, the remainder of this policy shall remain in full force and effect.

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

## 2025 Pay Scale

**LUCAS COUNTY COMMISSIONERS PAY SCALE**  
**CSEA BU PAYSCALE - EFFECTIVE 1/1/2025**

Pay Grade	Step 1		Step 2		Step 3		Step 4		Step 5		
	2025 Hrly	2025 Annual	Pay Grade	2025 Hrly	2025 Annual	Pay Grade	2025 Hrly	2025 Annual	Pay Grade	2025 Hrly	2025 Annual
11	10.51	21,860.80	11	11.42	23,753.60	11	12.00	24,960.00	11	12.69	26,395.20
12	11.70	24,336.00	12	12.33	25,646.40	12	12.91	26,852.80	12	13.63	28,350.40
13	12.69	26,395.20	13	13.27	27,601.60	13	13.88	28,870.40	13	14.66	30,492.80
14	13.63	28,350.40	14	14.21	29,556.80	14	14.98	31,158.40	14	15.63	32,510.40
15	14.66	30,492.80	15	15.33	31,886.40	15	16.09	33,467.20	15	16.92	35,193.60
16	15.63	32,510.40	16	16.52	34,561.60	16	17.37	36,129.60	16	18.16	37,772.80
17	16.92	35,193.60	17	17.86	37,148.80	17	18.72	38,937.60	17	19.59	40,747.20
18	18.16	37,772.80	18	19.06	39,644.80	18	20.13	41,870.40	18	21.06	43,804.80
19	19.59	40,747.20	19	20.60	42,848.00	19	21.61	44,948.80	19	22.75	47,320.00
20	21.06	43,804.80	20	22.08	45,926.40	20	23.22	48,297.60	20	24.41	50,772.80
21	22.75	47,320.00	21	23.91	49,732.80	21	25.03	52,062.40	21	26.36	54,828.80
22	24.41	50,772.80	22	25.59	53,227.20	22	26.9	55,952.00	22	28.18	58,614.40
23	26.36	54,828.80	23	27.61	57,128.80	23	29.02	60,361.60	23	30.43	63,294.40
24	28.18	58,614.40	24	29.64	61,651.20	24	31.14	64,771.20	24	32.69	67,995.20
25	30.43	63,294.40	25	31.96	66,476.80	25	33.54	69,763.20	25	35.20	73,216.00
26	32.69	67,995.20	26	34.31	71,364.80	26	35.97	74,817.60	26	37.79	78,603.20
27	35.20	73,216.00	27	36.99	76,939.20	27	38.82	80,745.60	27	40.80	84,864.00
28	37.79	78,603.20	28	39.66	83,492.80	28	41.62	86,569.60	28	43.75	91,000.00
29	40.80	84,864.00	29	42.84	89,107.20	29	44.96	93,516.80	29	47.20	98,176.00
30	43.75	91,000.00	30	45.92	95,513.60	30	48.22	100,297.60	30	50.69	105,435.20
											53.16
											110,572.80