

**ARTICLE 1**  
**PREAMBLE**

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

**ARTICLE 2**  
**RECOGNITION**

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

Lucas County Building Regulation Department

Lucas County Dog Warden Department

Lucas County Sanitary Engineer Department  
Sanitary Engineer Division  
Solid Waste Management District Division  
Wastewater Treatment Plant Division

Lucas County Facilities Operations Department  
Recreation Center Division

Lucas County Support Services Department

Lucas County Vehicle Maintenance Department

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

Building Regulation:	Administrative Secretary
Sanitary Engineer:	Administrative Secretary, <u>Utilities Clerk Work Leader</u>
Dog Warden:	Administrative Secretary
Wastewater Treatment Plant:	Account Clerk Supervisor

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

**ARTICLE 3**  
**NONDISCRIMINATION**

The Employer agrees not to discriminate in the hiring of employees. The Union and the Employer agree not to discriminate in the training, upgrading, downgrading, promotion, transfer, layoff, discipline, overtime, discharge, or otherwise because of race, color, creed, national origin, disability, union affiliation, political affiliation, sex or marital status as regards whether an employee may be single or married. An allegation of discrimination does not excuse nonperformance of one's job duties.

**ARTICLE 4**  
**UNION REPRESENTATION**

The members of the Union shall have the right to be represented for the purpose of negotiating and administering this Agreement by the following offices:

Building Inspection	One (1) Steward
Dog Warden Department	One (1) Steward
Facilities Operations	One (1) Steward 1st Shift One (1) Steward 2nd Shift
Sanitary Engineer <u>Department</u>	Two (2) Wastewater Treatment Plant Stewards (will come from and represent different shifts)  One (1) Office, Inspection & Survey Steward  One (1) Maintenance Steward  One (1) Solid Waste Management Division Steward
Support Services	One (1) Steward
Vehicle Maintenance	One (1) Steward
In addition	One (1) Chief Steward, identical with One Steward position as above  One (1) Chapter Chairperson

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

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

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

The names of Union representatives will be presented to the representative of the Board of County Commissioners and the Manager of the department in writing. Any changes in representation shall be reported promptly. Any Union member working in a department or division that is a party to this Agreement, or when such department or division does not have a current representative, shall, upon request to his immediate Supervisor, be provided with representation by a Union Committeeman from another department/division within a reasonable period of time.

Accredited representatives, whether Local Union representatives, Council representatives or International representatives, shall with due advance notice, and permission granted from the Department Head or his designee, have full and free access to the premises of the Employer during working hours to conduct Union business. Documentation, including personnel records shall only be available for examination after request to the department manager, and a determination that the documentation in question is appropriate. If an issue of appropriateness is raised it shall be immediately resolved by the Human Resources Department. The official personnel files will be in the Human Resources Department. Documentation shall not be viewed by any Union representative if any individual's legal rights might be violated. Documentation shall be viewed by a Union representative if the employee in question has signed a form authorizing the Union representative to examine said records in that particular situation. No department head or manager shall keep personal files on any employee.

Each year (January to December) the Chapter Chairperson and other union representatives as approved by the Chapter Chairperson will receive collectively a total of twenty-five (25) workdays annually paid to attend conventions and/or seminars (AFSCME, AFL-CIO, etc.). The Chapter Chairman or his designee must give two (2) to three (3) weeks

notice to management for prior approval. If another union official wishes to attend along with the Chapter Chairperson, he/she must have prior management approval and will not be paid for such time off. He/she may use vacation or compensation time or leave without pay. An absenteeism slip must be submitted to management along with documentation of attendance. Management has a right to deny request based on manpower.

## **ARTICLE 5** **PROBATIONARY PERIOD**

### **SECTION 1 –TRAINING PERIOD**

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

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

The initial probationary period shall be one hundred-twenty (120) calendar days. The Employer can terminate an employee in the initial probationary period at any time within the probationary period. An employee has no bidding rights during initial probationary period.

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

The performance of the initial and promotional probationary employee shall be evaluated at least once during the first sixty (60) calendar days of said period, with union representation. The extension of the probationary period will be at the Employer's discretion. Extensions of probationary periods shall be in writing to the employee and the Union, and shall not exceed thirty (30) calendar days.

An employee who is involuntarily removed during the probationary period will be returned to his/her former position. Any employee who is displaced by the return of the employee shall be returned to their former position.

Any employee who wishes to voluntarily return to his/her previous position has the right to return during the first forty-five (45) calendar days of beginning the new position, including the training period. After the forty-five (45) calendar days, an employee who wishes to return to his/her previous position must obtain approval from the Department Head to which he/she plans to return. Approval is at the sole discretion of the Department Head, except that no such request will be approved once a successor has been selected.

**ARTICLE 6**  
**SENIORITY**

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

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

**SECTION 1: BARGAINING UNIT SENIORITY**

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

**SECTION 2: DEPARTMENTAL SENIORITY**

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

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

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

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

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

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

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

D. The interview process will be as follows:

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

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

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

H. An interview will be granted for all remaining qualified bidders, who have met the conditions in C, within all other departments within T&S. In the event that there is no bidder or no successful bidder, then the Employer may interview from an outside source to fill the position.

I. Vacated jobs which are to be filled shall be posted not later than seven (7) consecutive days after the decision to fill is made. Within seven (7) work days after bid is removed from posting, interview(s) will take place. Upon notification of receipt of being awarded the position, the successful bidder has three (3) workdays in which to decide to accept the position. A successful bidder will assume the duties of the job not later than ten (10) working days after the interview(s). Unusual circumstances may require an extension of the ten (10) working days limit. When an extension is necessary, the Employer shall notify the Chapter Chairperson, in writing, of the reasons for the extension. In no case will the extension go beyond sixty (60) days. In the case of a promotion, the employee who was selected to fill the position shall earn the higher rate of pay during the extension.

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

K. For promotions within a department, the Employer shall use departmental seniority rather than bargaining unit seniority. Wastewater Treatment, Sanitary Engineer, and Solid Waste are the same department. Mailroom, Purchasing and Telecommunications (Support Services) are the same department. For promotions within the Support Services departments, the Employer will use department hire date rather than bargaining unit seniority.

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

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

N. Ties in seniority shall be broken by flip of a coin.

O. In the event a vacancy occurs in a shift position for a plant operator at the Wastewater Treatment Plant, a Solid Waste driver, a custodian, or a kennel worker, or such a position is created, current employees in the same classification in the department shall have the first opportunity to fill the position.

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

Q. The County agrees that in order or improve moral, promote incentive, and utilize special skills, career ladders providing for the upward movement in the County structure will be established whenever possible. Plans for implementation of this provision shall be developed through the Labor/Management meetings.

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

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

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

## **ARTICLE 8** **SAFETY AND HEALTH**

The parties recognize a mutual obligation under Ohio's OSHA statute. Both parties to this Agreement recognize their responsibility for the establishment of safe working practices. They agree that the enforcement of safety rules are a mutual responsibility. If an employee believes that his or her working conditions are unsafe, or that an unsafe condition exists, it will be reported immediately, and that person shall have the opportunity to file a grievance. No piece

of equipment shall be operated that is not in safe operating condition. Equipment that is determined to be unsafe by an operator who is assigned shall be reported to the Supervisor immediately, who will determine safety prior to resuming operating equipment. Before resuming operations, the Supervisor shall inform the Steward of the complaint and condition of the equipment, or in the absence of the Steward may resume operations, but shall notify the Steward, in writing, of the defect and disposition.

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

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

## **ARTICLE 9** **LABOR-MANAGEMENT MEETINGS**

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

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

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

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

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

### SECTION 1. MANAGEMENT RIGHTS

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

- A. To determine the functions and programs of the County;
- B. To determine the standards of services to be delivered;
- C. To determine the overall budget;
- D. To determine how technology may be utilized to improve the County's operations;



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

## SECTION 2.

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

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

## **ARTICLE 11** **JOB DESCRIPTIONS**

All employees shall be provided with an accurate description of their job. Job descriptions shall be reviewed and updated as required. An employee's job duties shall be substantially in compliance with their job description. Updates of existing job descriptions shall be established through the Labor-Management meeting process. Job duties will ultimately be determined by the Employer. The Employer will not change job duties or qualifications for arbitrary or capricious reasons.

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

## JOB AUDIT PROCEDURE

- 1) Employee
  - Written request to Department Head
  - Department Head gives questionnaire
  - Department Head may attempt to resolve
- 2) Department Head
  - If disagrees
  - Send to Human Resources Department within ten (10) workdays of receipt of request
- 3) Human Resources Department
  - Within five (5) work days of receipt of request, send questionnaire (if not submitted)
- 4) Employee
  - Within ten (10) work days of receipt of questionnaire, complete and return to Human Resources Department.
- 5) Human Resources Department
  - Within sixty (60) work days of receipt of completed questionnaire, sit down with employee. The steward will sit in as an observer, complete audit.
- 6) There will be a Labor-Management meeting before the recommendation goes to the Commissioners.
- 7) Audits not completed within one-hundred twenty (120) days may be referred to Mediation by either party.
- 8) Questions of Job Audit shall be resolved under this Article. Job Audit requests cannot be made to any external agency including DAS.
- 9) The Employer will notify the Chapter Chairman when a job audit is requested. The Employer will provide the name of the employee requesting the audit, classification and department.
- 10) The effective date and retro will be 90 days from the date the audit was stamped "received" in Human Resources or when it is approved by the Commissioners, whichever is earlier.

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

**ARTICLE 12**  
**DISCIPLINARY ACTION**

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

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

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

The following disciplinary procedures shall be adhered to:

- 1<sup>st</sup> Step            Verbal Reprimand: Notification to the employee, steward, and union chairperson, or designee, and a copy to be placed in the personnel file.
  
- 2<sup>nd</sup> Step            Written Reprimand: Notification to the employee, steward, and union chairperson, or designee, and a copy to be placed in the personnel file.
  
- 3<sup>rd</sup> Step            1 to 3 Day Suspension (either paid, unpaid, or combination thereof) depending on the degree of violation. Notification shall be in writing to the employee with a copy to be given to the steward, and union chairperson, or designee, and a copy to be placed in the personnel file.
  
- 4<sup>th</sup> Step            5 to 10 Day Suspension (either paid, unpaid, or combination thereof) depending on the degree of violation. Notification shall be in writing to the employee with a copy to be given to the steward, and union chairperson, or designee, and a copy to be placed in the personnel file.
  
- 5<sup>th</sup> Step            15 to 30 Day Suspension (either paid, unpaid, or combination thereof) depending on the degree of violation. Notification shall be in writing to the employee with a copy to be given to the steward, and union chairperson, or designee, and a copy to be placed in the personnel file.
  
- 6<sup>th</sup> Step            Dismissal Procedure: with hearing as set forth below

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

Within five days of the Human Resources Department submission of the written charges of a proposed discipline to the employee and the Chapter Chairperson, the Union and the Human Resources Department shall have informal discussion as to the charges. If the matter is not mutually agreed upon, then the Union has five days to request a pre-disciplinary meeting between the Union and the affected employee, the Department Head or designee, and the Human Resources Department. This meeting shall occur within fifteen (15) days of the request by the union. All time lines can be extended by mutual agreement. The meeting shall serve to allow the affected employee and the Union to present its side of the issue(s) before any recommendations are sent forward regarding any potential discipline. If the matter cannot be mutually agreed upon following the meeting, the union can request a meeting with the Board of Commissioners to discuss the case before discipline is issued.

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

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

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

If an employee commits the same infraction within a twelve (12) month period since his last disciplinary infraction, the employee shall progress to the next level of discipline. An employee's record will be cleared of all same infractions if an employee goes a full twelve (12) months from the date that gave rise to the last charges without any disciplines on the same infraction. The records shall be maintained as part of his/her employee records. This time frame will be extended for periods when the employee is in a non-work status for greater than fifteen (15) consecutive workdays.

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

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

Counseling records shall be removed after one (1) year from their issuance and destroyed. This time frame will be extended for periods when the employee is in a non-work status for greater than fifteen (15) consecutive workdays.

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

The steward may be present and participate as needed at counseling sessions, and the employee and the steward will be given a copy of all counseling records.

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

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

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

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

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

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

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

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

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

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

- A. Leave for reasons other than illness, or duration of no more than twelve (12) months (personal leave).
- B. An unpaid leave due to illness of duration of no more than twelve (12) months (medical leave).
- C. Leaves for any purposes under 16 (A) and/or 16 (B) can only be for a cumulative time period of twelve (12) months within any twenty-four (24) month period unless the leave would otherwise qualify for FMLA leave.

D. A leave for pregnancy and/or child care of duration of no more than twelve (12) consecutive months (maternity leave).

E. An unpaid leave due to illness for a cumulative time period of six (6) months during any twenty-four (24) month period (disability separation). If the Employer determines that an employee is unable to perform the essential duties of his position and proposes to disability separate such employee (voluntarily or involuntarily), such separation shall be in accordance with the disability separation section of the Ohio Administrative Code. The Employer shall not disability separate an employee while he/she is on an approved leave of absence for any of the reasons provided in this article.

F. A disability retirement through the Ohio Public Employee's retirement System (OPERS).

G. A Leave of Absence under the Family and Medical Leave Act (F.M.L.A.). Such leave will be in accordance with the Commissioner's Family and Medical Leave Policy and may, if appropriate, run concurrently with one of the unpaid leaves listed above. (For example, if an employee is on leave for one of the above-listed reasons, and the leave is otherwise FMLA qualifying, then the first twelve (12) weeks of leave shall be considered FMLA leave; the employee would then be eligible to apply to the Board of Lucas County Commissioners for an unpaid leave for the balance of the twelve (12) months available under this article.)

## SECTION 2. REQUESTING UNPAID LEAVES

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

A. Personal leave requests must state in satisfactory detail the employee's reasons for requesting leave.

B. Maternity leaves should be requested thirty (30) days in advance (if possible) and be supported by medical documentation, including estimated dates of delivery and recovery from childbirth.

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

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

### SECTION 3. RETURN FROM LEAVE

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

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

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

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

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

### **ARTICLE 17** **GRIEVANCE PROCEDURE**

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

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

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

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

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

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

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

1. Alternately, one (1) name shall be struck from the list until one (1) name remains and that person shall be the arbitrator.
2. The right to strike the first name shall be determined by lot.

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

1. Employees called as witnesses by either party shall receive their regular rate of pay while attending such hearing.
2. All other expenses for witnesses or otherwise shall be borne by the party incurring the cost.

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

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



**ARTICLE 18**  
**LAYOFF PROCEDURE**

SECTION 1. CONTROLLING LAYOFF LANGUAGE:

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

SECTION 2. AUTHORITY FOR LAYOFFS:

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

SECTION 3.

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 4. SENIORITY DEFINED:

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

SECTION 5. 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 6. BUMPING PROCEDURE

Employees designated for layoff have the right to displace (“bump”) another employee in the following manner:

A. An employee designated for layoff can bump another employee in the same classification with less bargaining unit seniority as long as conditions 1, 2, and 3 of D below are met.

B. An employee designated for layoff can bump another employee in the same pay range with less bargaining unit seniority as long as conditions 1, 2, and 3 of D below are met.

C. An employee designated for layoff can bump another employee in a lower classification with less bargaining unit seniority 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 sixty (60) or less workdays 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 6 will go back on the layoff list.

#### SECTION 7. LAYOFF LISTS:

Two notifications are required before instituting layoffs. One goes to the employee, and must be hand-delivered or mailed by certified mail to the employee's last known address at least fourteen (14) days before the effective date of the layoff. The Union will be carbon copied. If the notice is mailed, the time span must be seventeen (17) days, rather than 14. Also at a time of 14 days prior to the layoffs, a list of those to be laid off must be posted for inspection in a "conspicuous and public place". The list must contain names, dates of appointment, type of appointment, status, classification and bargaining unit seniority of all employees who are to be laid off, and all employees in that classification who have less seniority than those who are laid off.

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

- A. Reason for layoff or displacement.
- B. Date the layoff or displacement becomes effective.
- C. The employee's bargaining unit seniority.
- D. 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.
- E. A statement advising the employee of his or her rights to reinstate or re-employment.

It must be stressed that all five 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.

#### SECTION 8. REINSTATEMENT RIGHTS:

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

When an employee is laid off and does not bump, the employee shall declare those positions for which recall will be accepted provided that 1, 2, and 3 of D in Section 5 are met. Employees qualified for openings shall be recalled according to seniority, beginning with the most senior qualified laid off employee.

Vacancies which occur in the classification series which was laid off must be offered to or declined in writing by the first person in the certified layoff list for the classification series before the next person on the list may be considered. No person on the layoff list may be offered a position in a classification higher than the one he or she was laid off or displaced from.

If a layoff 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 certified 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.

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.

#### SECTION 9. REMOVAL FROM LAYOFF LISTS:

If an employee who has been laid off is offered reinstatement to the same classification from which he or she was laid off, that employee is removed from the layoff 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 layoff list. This is also true in the case of hardships; an employee may decline an appointment, and still remain on the layoff list, i.e., eligible for reappointment.

An employee who declines a reappointment at a lower classification than that previously held may also remain on the layoff list. An employee who accepts an appointment to another agency is taken off the layoff list.

Laid off employees who bid on and accept a position equal to or above their classification will be removed from the layoff list.

#### SECTION 10. SENIORITY

Employees who are laid off, then re-employed in accordance with these provisions shall

retain all previously accumulated seniority. Pay advancement for laid off, displaced or reduced employees are not affected by a change in the employee's classification occurring as a result of layoff, reduction or displacement. Employees who are reinstated or re-employed are to be returned to the pay rate as close as possible to the amount of compensation they were receiving at the time of the layoff or displacement. If an employee who has been laid off is reinstated or re-employed in the same classification within thirty days of the date of layoff, it shall be considered that there has been no break in service.

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

**SECTION 12.**

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 19**  
**MISCELLANEOUS PROVISIONS**

**A. DOG WARDEN**

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

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

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

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

- \$20.00/day - Monday through Friday (4:00 P.M. to 8:00 A.M.)
- \$30.00/day - Saturday and Sunday
- \$40.00/day - Holidays

The parties of this Collective Bargaining Agreement concur that the following rates should go into effect under the next Emergency Rotation contract with outside agencies, pending the outcome of negotiations with outside agencies regarding emergency rotation contracts.

\$30.00/day - Monday through Friday (4:00 P.M. to 8:00 A.M.)  
\$40.00/day - Saturday and Sunday  
\$50.00/day - Holidays

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

## SECTION 5. EMERGENCY STANDBY

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

SECTION 6. Swing Shift may be established during Daylight Savings Time. Shift shall start two (2) hours earlier than usual with quitting time two (2) hours earlier. The Swing Shift shall consist of a crew of two (2) individuals. Selection of the Swing Shift shall be done on a voluntary basis, however, if necessary, reverse seniority shall be applied to select the Swing Shift.

SECTION 7. Each Deputy will be provided a twenty-dollar (\$20.00) per month stipend to use their personal cell phone to conduct County business. Each Deputy who receives the stipend will provide their personal cell phone number to the Employer.

## B. SANITARY ENGINEER

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

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

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

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

\$30.00/day -4:00 P.M. Monday to 7:30 A.M. Saturday  
\$40.00/day- 7:30 A.M. Saturday to 7:30 A.M. Monday  
\$50.00/day- Holidays

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

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

#### SECTION 4. Work Schedule

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

### C. FACILITIES OPERATIONS

SECTION 1. The Employer will provide two (2) way communication for Facility employees as determined by the employer. Issues that arise from this Section will be deferred to a Labor Management meeting.

SECTION 2. All second shift Custodial assignments that are to specific buildings will be re-bid on annually in December. Employees who have active attendance-related discipline at Step 3 will be excluded from bidding.

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

### D. VEHICLE MAINTENANCE

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

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

## **ARTICLE 20** **UNIFORMS**

The County will purchase or rent uniforms for employees in operations where uniforms are currently required. If an employee interacts in any way with the public, he must wear the required uniform. If the manager or supervisor determines that an employee must wear a uniform, then the employee must wear said uniform. However, the parties are expected to be reasonable in the application of this standard. Employees required to wear uniforms will be

provided a daily change. All uniforms and work gear will remain county property, and shall transfer with the employee as a new position requires. Issues that arise from this Article will be deferred to a Labor-Management meeting.

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

#### SECTION 1 UNIFORM PROVISIONS

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

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

#### SECTION 2. INCLEMENT WEATHER GEAR

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

### **ARTICLE 21** **SAFETY SHOES**

The County will reimburse employees annually for the purchase of safety shoes based on job function, as determined by the safety committee in consultation with management. The maximum annual reimbursement amount will be one hundred thirty dollars (\$130.00).

To receive the reimbursement, employees will present the receipt to Management. If the shoe is acceptable as a safety shoe appropriate for use in that employee's department, a copy of the receipt will be made and kept on file by Management, and the employee will be reimbursed up to the maximum amount.

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

Employees who are reimbursed for the purchase of safety shoes are required to wear said safety shoes.

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

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

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

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

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

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

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

**ARTICLE 23**  
**VACATION**

Each full-time employee, including full-time hourly employees, after service of one (1) year with the County, shall have earned and will be due upon the attainment of the first year of full-time employment, 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.



A full-time County employee with seven (7) or more years of service with the County or any political subdivisions 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 leave with full pay.

A full-time County employee with twenty-three (23) 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.

**YEARS OF SERVICE WITH  
THE COUNTY OR ANY POLITICAL  
SUBDIVISION OF THE STATE ENTITLEMENT**

0 - 6 years	2 times the employee's work week ( <u>80 hours</u> )
7 - 13 years	3 times the employee's work week ( <u>120 hours</u> )
14 - 22 years	4 times the employee's work week ( <u>160 hours</u> )
23 + years	5 times the employee's work week ( <u>200 hours</u> )

However, full time employees who are in 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; provided, the appointing authority may, in special and meritorious cases, permit such employee to accumulate and carry over his vacation leave to the following year. No vacation leave shall be carried over for more than three (3) years. An employee is entitled to compensation, at his current rate of pay, for the prorated portion of any earned but unused vacation leave for the current year to his credit at time of separation, and in addition, shall be compensated for any unused vacation leave accrued to his credit, with the permission of the appointing authority, for the three (3) years immediately preceding the last anniversary date of employment.

In the case of the death of a County employee, the unused vacation leave and unpaid overtime to the credit of any such employee shall be paid in accordance with Section 2113.04 of the Revised Code, or to his estate.

**ARTICLE 24**  
**SICK LEAVE**

**SECTION 1.**

Regular and punctual attendance by employees is essential to the functioning of the departments recognized by this agreement. Employees are encouraged to consider accrued but

unused sick leave as a form of income insurance, always available to the employee in the event of a long-term illness, injury or condition.

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

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

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

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

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

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

## SECTION 2. EMPLOYEE RESPONSIBILITY

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

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

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

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

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

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

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

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

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

- a. Before or after holidays.
- b. Before or after weekends or regular days off.
- c. After pay days
- d. Any one specific day of the week.
- e. Absences following overtime worked.
- f. Partial days.
- g. Pattern of maintaining zero or near zero balance.
- h. Use of more sick leave than earned - excessive absenteeism.
- i. Calling off sick on days when vacations or comp was previously denied.
- j. Patterned use of sick leave.
- k. Consistent one-day sick leave usage.
- l. Limited amount of sick leave on books without prior medical verification.

### SECTION 3. DOCUMENTATION OF MEDICAL LEAVE

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

### SECTION 4. CONVERTING SICK LEAVE TO PERSONAL LEAVE

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

### SECTION 5. TIME FOR TIME PROGRAM

The Employer shall maintain a Program as an incentive to minimize sick leave and increase attendance. The wellness periods run from January 1st through June 30th and July 1st through December 31st. If the employee does not have the 120-hour balance, they are still eligible to receive the earned time off portion of the program.

- 1. If a full-time employee uses 8 hours or the equivalent of one work day or less of sick leave or leave without pay including tardiness, excluding FMLA approved absences, during a wellness period, the employee may convert, if sick leave is available, up to 10

hours of sick leave to personal leave hours and receive 10 hours earned time off. The employee must maintain after conversion a balance of 120 hours sick leave.

2. If a full-time employee uses between 8.01 and 16 hours , or the equivalent of one to two days of sick leave or leave without pay including tardiness, excluding FMLA approved absences, during a wellness period, the employee may convert, if sick leave is available, up to 8 hours of sick leave to personal leave hours and receive 8 hours earned time off. The employee must maintain after conversion a balance of 120 hours sick leave.
3. If a full-time employee uses between 16.01 and 24 hours, or the equivalent of two to three days of sick leave or leave without pay including tardiness, excluding FMLA approved absences, during a wellness period, the employee may convert, if sick leave is available, up to 6 hours of sick leave to personal leave hours and receive 6 hours earned time off. The employee must maintain after conversion a balance of 120 hours sick leave.

If an employee does not qualify under the Time for Time program, but maintains a balance of at least 120 hours of sick time after conversion, the employee may convert eight hours of sick time to personal time every six months. The employee must convert the sick time at the beginning of the next six-month period and use the time during that six-month period.

Earned time/converted time must be used like vacation time in accordance with departmental work rules or procedures, and must be used by the end of next 6-month period. Any unused time will not be paid out at the time of separation from employment.

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

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

SECTION A. For employees with ten (10) years or more service such conversion shall be based on thirty-three and one-third (33 1/3) percent of the value of the Employee's accrued, but unused, sick leave credit up to a total of one third (1/3) of one hundred twenty (120) days (nine hundred sixty [960] hours).

SECTION B. For employees having less than ten (10) years of service, such conversion shall be based on twenty five (25) percent of the value of the employee's accrued, but unused, sick leave credit, up to a total of one fourth (1/4) of one hundred twenty (120) days (nine hundred [960] hours).

SECTION C. The maximum payment permitted under this section shall not exceed three hundred twenty (320) hours and shall be based on the employee's rate of pay at the time of retirement.

SECTION D. In the event that an employee dies while in active service, the balance of his accrued but unused sick leave shall be payable to his estate, according to his years of service in [A] or [B] above, and up to the maximum specified in [C] above. An employee who

is in active pay status or who is on an approved leave of absence of six (6) months or less, is considered to be in active status for the purpose of this sub-sections.

**ARTICLE 26**  
**FUNERAL LEAVE**

An employee shall be granted three (3) days funeral leave with pay to arrange for and/or attend the funeral of a member of the employee's immediate family. For the purpose of this section, an employee's immediate family shall include father, mother, brother, sister, spouse, child, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, step mother, step father, grandmother, grandfather, grandchild, and any other relative residing in the household of the employee.

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

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

Any employee may make written request to the County Administrator for the use of the one (1) paid day of funeral leave which may be extended to any other person who has a special "familial" relationship with the employee. Approval is at the discretion of the County Administrator.

**ARTICLE 27**  
**TEMPORARY WORKING LEVELS**

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

If an employee is assigned to perform work in a higher classification within the employer's department and within the employee's class series or in a class series other than the employee's own for more than ten (10) consecutive work days, he/she must meet the minimum qualifications of the position.

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

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

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

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

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

## **ARTICLE 28** **MILEAGE AND TRAVEL**

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

## **ARTICLE 29** **OVERTIME**

### SECTION 1. GENERAL PROVISIONS

An employee who is required to work more than forty (40) hours in any given work week shall be paid time and one-half (1 ½ ) for any time worked beyond the forty (40) hours. A forty (40) hour work week shall consist of time actually worked, paid sick leave, paid funeral leave, or any other time in active pay status time in active pay status. For employees who are in Step 3 or higher of the discipline procedure for excessive use or abuse of sick leave, sick leave will be excluded from overtime calculation for twelve (12) months from the date the last discipline in Step 3 or higher is imposed. For the purposes of overtime calculation, the workday shall begin at 12:00am and end at 11:59 p.m.\_

Overtime shall be offered to those employees who have the least amount of overtime according to the overtime list. It is understood that overtime work may be turned down by an employee unless a department head or designee determines that an emergency exists. Employees not desiring to be called for overtime will submit a signed waiver to supervision. Employees who waive overtime will be charged the appropriate time on the overtime list. If an employee wishes to rescind the O.T. waiver, then it shall be reduced to writing and will be in effect after twenty four (24) hours. During an emergency, overtime is mandatory. Mandatory overtime will be worked by the least senior employee in a classification who is qualified.

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

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

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

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

## SECTION 2. TYPES OF OVERTIME

### A. Scheduled Overtime

If a supervisor or designee determines a need for overtime and there is advance notice of the need, overtime will be scheduled. The supervisor or designee shall determine in which appropriate classification the overtime will be scheduled. Employees with the least number of charged overtime hours shall be offered overtime first. Employee(s) accepting scheduled overtime will report at the scheduled time and work for the duration of the scheduled overtime or the completion of said tasks as determined by the employer. The employee will be compensated for the length of time worked. All work rules, policies and procedures remain in effect for scheduled overtime. Any employee violating the work rules, policies and/or procedures will be subject to discipline.

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

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

### B. Overtime Call-Out

If a supervisor or designee determines a call-out situation exists, the overtime call-out list will be utilized. When there is a need for an employee or employees to report to emergency duty, the supervisor or designee shall telephone the employee(s) in the appropriate overtime



classification. In general, it shall be the supervisors or designee responsibility to determine the number of employees to be sent out on a call. If after reporting to a job the employee feels additional personnel may be necessary, the employee will notify the supervisor or designee who will make a determination on additional call out(s).

The Employer shall maintain a record of all call-outs. Employees with the least number of charged overtime hours shall be called out first. Those employees who signed O.T. waivers or on extended Sick Leave, Funeral Leave, Injury Leave or Leave of Absence will not be considered for overtime, unless there is an extreme emergency. Employees on "Light Duty" will be considered or disqualified based on their work restrictions and the job requirements. Employees on Vacation, Comp Time or using single sick days will be considered for overtime. If an employee on approved vacation for two (2) or more consecutive workdays chooses not to be considered for overtime, he/she shall complete and submit a written form to "opt out" from the call out list at least twenty-four (24) hours prior to starting their vacation. Employees who exercise this right shall not be charged refusal time on the overtime list.

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

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

When an employee is called back to work after the end of the regular shift, he/she will be guaranteed four (4) hours pay at the appropriate rate. The initial employee receiving a call for call-back will have call-back start with that phone call. Any additional employees involved with the call back will receive call back pay as of the second phone call for call back.

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

### C. Work Continuation

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

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

- The job was not pre-planned and/or the supervisor did not have prior knowledge of the need for overtime (e.g. an employee unexpectedly left work early.) An employee who called off at the beginning of his shift or within the first half of his shift would not qualify.

- The job needs to be completed on that scheduled workday.
- The job was not assigned at the end of a scheduled shift with the knowledge that the task could not be completed.
- The job can be completed in a short period of time through job continuation, absent extenuating circumstances. In general, job continuation allows the employees to complete their assignment before they leave that day.

SECTION 3: REST PERIOD FOR SANITARY ENGINEER-MAINTENANCE DIVISION

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

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

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

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

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

Effective January 1, 2005 , employees can obtain up to one hundred and four (104) hours of Comp Time on the books on an annual basis. Excess comp time will be cashed out at the current hourly rate.

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

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

Employees who work in an operation which is a twenty-four (24) hour continual operation will be eligible for shift differential. Employees on second shift shall earn an additional fifty (.50) cents per hour. Employees on third shift will earn an additional seventy (.70) cents per hour.

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

The Employer agrees to maintain the same life insurance, family hospitalization plan(s), family dental plan(s) and prescription drug plans for all employees as are provided for the Lucas County Commissioners. The parties agree to a re-opener on this Article during the late fall of each year if either party requests said re-opener through Cost Containment Negotiations.

**ARTICLE 33**  
**WAGES**

SECTION 1. Effective January 1<sup>st</sup>, 2008, wages shall be increased two percent (2%). In the event that any other bargaining unit under the appointing authority of the Lucas County Commissioners, or Juvenile Court unit receives a wage increase greater than 2% for calendar year 2008, the employees in the T&S bargaining unit will receive that same amount. There shall be a re-opener for wages only for 2009 and 2010 pursuant to Article 54.

**SECTION 2. NEW EMPLOYEES**

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

**SECTION 3. PROMOTIONS**

Bidders who successfully bid and receive a promotion will be placed in the step that results in at least a ten percent (10%) increase. In the event that the ten percent (10%) increase would result in the employee being placed at step 1 of the higher pay grade, then the employee will automatically be placed at step 2 of the higher pay grade. One year from the date of promotion, the employee will go to the next step, and move up annually thereafter. The new pay

rate starts the day the employee is awarded the position.

SECTION 4.           LATERALS

Employees who bid laterally will receive no change in pay.

SECTION 5.           DEMOTIONS

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

SECTION 6.           JOB AUDITS

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

SECTION 7.           LUCAS COUNTY COMMISSIONERS' PAY SCALE

See Addendum (page 54)

CLASSIFICATION	PAY GRADE
Account Clerk IV	18
Account Clerk III	17
Account Clerk II	15
Auto Mechanic IV	24
Carpenter	22
<u>Certified Building Technician II</u>	<u>22</u>
<u>Certified Building Technician I</u>	<u>20</u>
Certified Inspector III	26
Certified Inspector II	25
Certified Inspector I	24
Chemist III	26
Chemist II	24
Chemist I	22
Clerical Specialist	19
Clerk III	17

Clerk II	15
Custodial Worker III	17
Custodial Worker II	15
Design Technician	<u>23/24</u>
Drafting Technician	<u>20/21</u>
Driver II (Crew Coordinator)	23
Driver II (Equipment Coordinator)	23
Driver I	21
Dispatcher	17
Deputy Dog Warden	22
Electrician III	24
Electrician II	20
<u>GIS Technician</u>	<u>23/24</u>
Kennel Worker	18
Laborer	18
Mailroom - Work Leader	17
Mailroom Clerk	15
Maintenance Building Technician	22
Master Service Technician	22
Painter	22
Permit Specialist II	20
Permit Specialist I	17
Plant Electrician Specialist	24
Plant Maintenance Coordinator II	25
Plant Maintenance Coordinator I	24
Plant Maintenance Specialist II	23
Plant Maintenance Specialist I	22
Plumber	22

Pre-Treatment Coordinator	24
Project Inspector	<u>22/23</u>
Project Technician	25
Pump Crew Laborer II	23
Pump Crew Laborer I	22
Pump Crew Leader II	25
Pump Crew Leader I	24
Purchasing Assistant	19
Residential Plans Examiner/Building Inspector (certified)	27
Secretary II	17
Secretary I	15
Storekeeper	20
Surveyor (Survey Crew Leader)	24plus5%
Survey Technician <u>Crew Leader</u>	24
Survey Technician	21/22
Telecommunications Information Operator II	15
Utilities Clerk	16/ <u>17</u>
Utilities Crew Leader II	25
Utilities Crew Leader I	24
Utilities Equipment Operator II	22
Utilities Equipment Operator I	21
Utilities Laborer II	22
Utilities Laborer I	21
Utilities Locator	21/22
Utilities Maintenance Clerk II	21
Utilities Maintenance Clerk I	20
Utilities Worker II	19
Utilities Worker I	18
<u>Vehicle Accounts Specialist</u>	<u>19</u>

Wastewater Laborer II	21
Wastewater Laborer I	20
Wastewater Treatment Operator (w/class)	23
Wastewater Treatment Operator	22
Yard Site Coordinator	20

**ARTICLE 34**  
**DUES DEDUCTION**

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 authorized card for such deductions. Dues deductions shall be made in equal installments each pay period. The Union shall inform the Employer of the amounts to be deducted under this Article. All sums deducted shall be forwarded to the Local Union Officers, as designated by the Union, within ten (10) days after the deductions are made.

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

After thirty (30) calendar days of employment with the County, an employee can either join the Union or pay a fair share fee. After thirty (30) calendar days, the employee is entitled to rights under this contract, except for Union representation on any disciplinary matter or dismissal while still in the initial probationary period.

The fair share fee amount shall be certified to the Employer by the Treasurer of the Local Union.

The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

Payment to the Union of Fair Share fees shall be made in accordance with the regular dues deductions as provided herein.

The Union agrees to hold harmless the Employer against any and all claims which may arise in the Employer's implementation and administration of the fair share provisions.

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

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

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

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

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

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

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

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

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

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

The County shall provide that check stubs indicate sick leave, compensatory leave, and vacation accumulations.

**ARTICLE 40**  
**PAYDAY**

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

The Employer will make every attempt to provide pay checks as early in the day as possible.



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

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

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

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

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

The Employer agrees that there shall be a Union Bulletin Board in each work area covered by this Agreement. Union Stewards shall post information relating to Union activity. The Employer agrees to post current seniority lists.

**ARTICLE 43**  
**COMMERCIAL DRIVERS LICENSE**

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

The following positions require a CDL:  
Sanitary Engineer:

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

Waste Water Treatment Plant:

- Wastewater Laborer I & II
- Plant Maintenance Specialist I & II
- Plant Maintenance Coordinator I & II

Solid Waste Management District:  
Driver I  
Driver II  
Driver II (Crew Coordinator)  
Driver II (Equipment Coordinator)

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

Only employees who are required to have a CDL will be allowed to work “CDL task” overtime. Employees who are not required by the Employer to have a CDL but who choose to get a CDL would be included in the “CDL task” overtime if they are qualified. The Employer will reimburse the cost of the CDL license for those employees required to have a CDL. Any employee currently holding a CDL as required by their position will be reimbursed for the license fee.

If an employee cannot pass the CDL test or is excluded, the employee will be returned to his/her former position.

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

License Pay will be applied to the employee’s hourly rate of pay. License pay will be granted for the employee once certification is received. License pay will begin on the date listed on the certificate.

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

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

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

Appropriate A.S.E. certifications:

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

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

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

<u>License:</u>	<u>Class:</u>
Wastewater Operator	I, II, III
Wastewater Collection	I, II
Water Operator	I, II, III
Water Distribution	I, II
Lab Analyst - Wastewater	I, II, III
Industrial Treatment	I, II

**PAYMENT STRUCTURE**

<u>License(s)</u>	<u>Supplement</u>	<u>License(s)</u>	<u>Supplement</u>
Class One	1%	Class Two	2%
Class One & One	2%	Class Two & Two	3%
Class One & Two	3%	Class Two & Three	3%
Class One & Three	3%		
Class One, Two & Three	3%		
Class Three	3%		
Class Three & Three	3%		
<u>Max. for multiple Class #s</u>	<u>3%</u>		

1. The first requirement is successful completion of an “OTCO” training class as evidenced by a certificate. Management will pay for this training upon a receipt from the employee of proof of successful completion of the class or by written agreement to pass and successfully complete.

2. License pay will be granted for certification recognized by Ohio EPA’s Advisory Board of Examiners, who oversees this in Ohio for the water and wastewater industry.

3. Certification eligibility will follow the above Advisory Board of Examiners guidelines and requirements.

4. A maximum license pay of \$0.90 will be allowed for any one employee.

**SECTION 3. BOILER OPERATOR AND ELECTRICIAN LICENSES**

The employer will pay for Boiler Operator’s License and Electrician License for employees who are required to possess said licenses.

**SECTION 4. REGISTRATION FOR SURVEYING**

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

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

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

Additional Classifications permitted:

- Design
- Drafting
- Inspection
- Utility Locator

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

The Employer as a courtesy will post all bids from other bargaining units.

**ARTICLE 46**  
**TRAINING**

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

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

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

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

**ARTICLE 48**  
**PAY GRADE PROGRESSION**

The parties agree that employees in positions listed are eligible for Automatic Progression to the higher-level pay grades under the following condition:

Completion of the time frame listed required for the position qualifies as meeting the minimum qualifications for the higher position.

<u>Position</u>	<u>Time Frame</u>
Drafting Technician	<u>from Pay Grade 20 to 21, upon completion of 18 months experience</u>
Design Technician	<u>from Pay Grade 23 to 24, upon completion of 18 months experience</u>
Project Inspector	<u>from Pay Grade 22 to 23, upon completion of 18 months experience</u>
Survey Technician	<u>from Pay Grade 21 to 22, upon completion of 18 months experience</u>
Utilities Clerk	<u>from Pay Grade 16 to 17, upon completion of 18 months experience</u>
Utilities Locator	<u>from Pay Grade 21 to 22, upon completion of 18 months experience</u>
GIS Technician	<u>from Pay Grade 23 to 24, upon completion of 18 months experience</u>

Only one (1) position description will exist. There shall be no difference in duties.

**ARTICLE 49**  
**WORK INJURIES**

SECTION 1

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

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

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

SECTION 2

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

SECTION 3

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

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

**ARTICLE 50**  
**COPIES OF THE AGREEMENT**

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

**ARTICLE 51**  
**IN-SERVICE/SAFETY TRAINING**

SECTION 1.

- A. Employees required to attend in-services beyond work hours, shall be notified as far in advance as possible, but not less than five (5) workdays. The Employer will indicate on the notice if the in-service has been approved for professional growth hours.

SECTION 2.

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

SECTION 3.

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

**ARTICLE 52**  
**MAINTENANCE OF STANDARDS**

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

**ARTICLE 53**  
**SEPARABILITY**

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

**ARTICLE 54**  
**RE-OPENERS**

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

Either party may re-open the Agreement with respect to wages only by notice to the other party on or after November 1, 2008, for calendar year 2009; and on or after November 1<sup>st</sup>, 2009 for calendar year 2010.

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

**ARTICLE 55**  
**TERMINATION**

This Agreement will remain in effect from January 1, 2008 until December 31, 2010. In the event that either party wishes to terminate or amend this Agreement, notice must be given no later than sixty (60) days prior to the termination date herein agreed.

**FOR THE UNION**

**AFSCME OHIO COUNCIL #8  
LOCAL 544-03**

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Dave Vincent, Chapter Chairperson

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Tony Roemmele, Vice Chairperson

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David Kovacs, Chief Steward

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Wayne Eldridge, Treasurer

---

David Blyth, Steward

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Phil Klocinski, Steward

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Carl Cluckey, Steward

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Terry Harrison, Steward

---

Ed Jacobs, Steward

---

Tom Kralovic, Steward

---

Valerie Robinson, Steward

---

Bob Jankowski, Steward

**FOR THE UNION**

**AFSCME OHIO COUNCIL #8  
LOCAL 544-03**

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Sally Powless  
Regional Director  
AFSCME Ohio Council 8

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

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Tina Skeldon Wozniak, President  
Lucas County Commissioners

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Pete Gerken, Commissioner  
Lucas County Commissioners

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Ben Konop, Commissioner  
Lucas County Commissioners

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James Walter  
Assistant Prosecuting Attorney  
Lucas County Prosecutor's Office



**DRUG-FREE WORKPLACE POLICY**

**A-1**

Drugs threaten the safety of employees, their co-workers, and the public. To meet this threat and a variety of Federal and State mandates, the Board of Lucas County Commissioners enacts the following policy for all employees:

- A. Any employee who unlawfully uses, is under the influence of, possesses, manufactures, sells or otherwise distributes a controlled substance while on the job, during breaks, or on County property, will be subject to disciplinary action up to and including dismissal.
  
- B. “Controlled Substances” are those substances so defined by Federal and/or State law. A partial list includes:
  - Narcotics (heroin, morphine, etc...)
  - Cannabis (marijuana, hashish, etc...)
  - Stimulants (cocaine, amphetamines, etc...)
  - Depressants (tranquilizers, etc...)
  - Hallucinogens (PCP, LSD, “designer drugs”, etc...)
  
- C. The Board may hold in abeyance any discipline action, while requiring the employee to successfully complete a drug abuse or rehabilitation program approved for such purposes by an appropriate agency, including any aftercare requirements of the program. However, it is the Board’s belief that these resources are best used voluntarily by the employee before work performance has been affected. Such voluntary effort will not in and of themselves result in disciplinary action. However, the Board reserves the right to take appropriate disciplinary action when an employee’s job performance is impaired, and/or the County’s reputation is harmed by the employee’s use of or involvement with illegal drugs.
  
- D. It is required that each Employee:
  - 1. abides by this policy, and
  - 2. notifies the Board of any criminal drug conviction for a violation occurring in the workplace within five (5) days after such conviction (“Conviction” includes a finding of guilt, including pleas of “guilty” and “no contest”).

Failure to comply with D(1) and (2) will result in disciplinary action up to and including dismissal. In addition, the Drug Free Workplace Act requires compliance with D (1) and D (2) as a condition of employment under any Federal Grant.
  
- E. The Board will establish a Drug Awareness Program to inform employees about:
  - 1. this policy

2. the dangers of drug abuse in the workplace, and
  3. any available drug counseling or rehabilitation programs.
- F. All employees including new hires shall be given a copy of this policy.
- G. 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.

**SIDE LETTER TO AGREEMENT**  
**DRUG FREE WORKPLACE POLICY**

Management and the Union representing the T&S unit agree to hold LM meetings to discuss modifications to the Drug Free Workplace Policy pursuant to Article 41, Work Rules, and Article 10, Section 2, Management Rights.

The LM meetings will conclude no later than August 29<sup>th</sup>, 2008. This time frame may be extended by mutual agreement.

If Management and the Union fail to reach an agreement, Management reserves the right to implement the Policy as modified. The Policy, as modified, shall apply to the T&S Unit and all employees under the appointing authority of the Board of County Commissioners not covered by a Collective Bargaining Agreement.

The Union may grieve the reasonableness of this Policy to the Board of Lucas County Commissioners only.

FOR THE COUNTY

FOR THE UNION

/s/ James Walter  
James Walter  
Assistant Prosecuting Attorney  
Lucas County Prosecutor's Office

/s/ Sally Powless  
Sally Powless  
Staff Representative  
AFSCME Ohio Council 8

Date: 2/27/08

**SIDE LETTER TO AGREEMENT**  
**SUBCONTRACTING**

The Facilities steward will be invited to the Facilities weekly meeting. If the steward is not available, the alternate will attend. The steward will have adequate time to investigate proposed subcontracting, including capital improvements.

FOR THE COUNTY

/s/ James Walter  
James Walter  
Assistant Prosecuting Attorney  
Lucas County Prosecutor's Office

FOR THE UNION

/s/ Sally Powless  
Sally Powless  
Staff Representative  
AFSCME Ohio Council 8

Date: 2/27/08

**SIDE LETTER TO AGREEMENT**  
**DOG WARDEN SIDE LETTER OF UNDERSTANDING**

The County Commissioners and AFSCME do mutually agree to establish a study committee with the City of Toledo to examine issues related to the Dog Warden Contract with the City of Toledo.

This committee will examine issues of efficiency and cost with a goal of a mutual resolution of any outstanding concerns. The committee will develop any recommendations within six months of the signing of the new collective bargaining agreement between the County and AFSCME.

FOR THE COUNTY

/s/ James Walter  
James Walter  
Assistant Prosecuting Attorney  
Lucas County Prosecutor's Office

Date: 2/27/08

FOR THE UNION

/s/ Sally Powless  
Sally Powless  
Staff Representative  
AFSCME Ohio Council 8

/s/ Dave Vincent  
Dave Vincent  
Chapter Chairperson  
Technical and Service Chapter  
AFSCME Local 544-03

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**LUCAS COUNTY COMMISSIONERS PAY SCALE**2008 - BARGAINING UNIT **RATES EXTENDED THRU 2011**

STEP 1			STEP 2			STEP 3			STEP 4			STEP 5		
Pay Grade	Hourly Rate	Annual	Pay Grade	Hourly Rate	Annual	Pay Grade	Hourly Rate	Annual	Pay Grade	Hourly Rate	Annual	Pay Grade	Hourly Rate	Annual
11	7.74	16,099.20	11	8.40	17,472.00	11	8.86	18,428.80	11	9.32	19,385.60	11	9.76	20,300.80
12	8.63	17,950.40	12	9.06	18,844.80	12	9.55	19,864.00	12	10.01	20,820.80	12	10.47	21,777.60
13	9.32	19,385.60	13	9.76	20,300.80	13	10.23	21,278.40	13	10.78	22,422.40	13	11.27	23,441.60
14	10.01	20,820.80	14	10.47	21,777.60	14	11.02	22,921.60	14	11.53	23,982.40	14	12.18	25,334.40
15	10.78	22,422.40	15	11.27	23,441.60	15	11.87	24,689.60	15	12.46	25,916.80	15	13.11	27,268.80
16	11.53	23,982.40	16	12.18	25,334.40	16	12.74	26,499.20	16	13.37	27,809.60	16	14.05	29,224.00
17	12.46	25,916.80	17	13.11	27,268.80	17	13.77	28,641.60	17	14.44	30,035.20	17	15.17	31,553.60
18	13.37	27,809.60	18	14.05	29,224.00	18	14.80	30,784.00	18	15.51	32,260.80	18	16.25	33,800.00
19	14.44	30,035.20	19	15.17	31,553.60	19	15.91	33,092.80	19	16.74	34,819.20	19	17.57	36,545.60
20	15.51	32,260.80	20	16.25	33,800.00	20	17.10	35,568.00	20	17.94	37,315.20	20	18.82	39,145.60
21	16.74	34,819.20	21	17.57	36,545.60	21	18.40	38,272.00	21	19.36	40,268.80	21	20.35	42,328.00
22	17.94	37,315.20	22	18.82	39,145.60	22	19.82	41,225.60	22	20.77	43,201.60	22	21.81	45,364.80
23	19.36	40,268.80	23	20.35	42,328.00	23	21.38	44,470.40	23	22.37	46,529.60	23	23.51	48,900.80
24	20.77	43,201.60	24	21.81	45,364.80	24	22.92	47,673.60	24	24.07	50,065.60	24	25.25	52,520.00
25	22.37	46,529.60	25	23.51	48,900.80	25	24.69	51,355.20	25	25.97	54,017.60	25	27.26	56,700.80
26	24.07	50,065.60	26	25.25	52,520.00	26	26.50	55,120.00	26	27.86	57,948.80	26	29.21	60,756.80
27	25.97	54,017.60	27	27.26	56,700.80	27	28.58	59,446.40	27	30.02	62,441.60	27	31.53	65,582.40
28	27.86	57,948.80	28	29.21	60,756.80	28	30.62	63,689.60	28	32.26	67,100.80	28	33.85	70,408.00
29	30.02	62,441.60	29	31.53	65,582.40	29	33.13	68,910.40	29	34.79	72,363.20	29	36.50	75,920.00
30	32.26	67,100.80	30	33.85	70,408.00	30	35.56	73,964.80	30	37.37	77,729.60	30	39.17	81,473.60