

1443-01  
10-MED-11-1756  
STATE EMPLOYMENT  
RELATIONS BOARD

2013 FEB 22 P 1:44

K # 28170

AGREEMENT

BETWEEN

INTERNATIONAL UNION,

UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL

IMPLEMENT WORKERS OF AMERICA, UAW,

AND IT'S AFFILIATED LOCAL UNION 12

AND

THE

LUCAS COUNTY AUDITOR'S OFFICE  
HOURLY EMPLOYEES UNIT

JANUARY 1, 2011 TO DECEMBER 31, 2013

Page  
43  
Missing  
49  
50

## ARTICLES

1. Recognition
2. Management Rights
3. Union Representation and Access to Premises
4. Seniority System
5. Workday / Overtime
6. Job Vacancies
7. Vacation
8. Holidays
9. Preventative Health Care Release
10. Sick, Bereavement and Disability Leave
11. Leave of Absence
12. Employee Attendance
13. Employee Discipline
14. Grievance Procedure
15. Lay Offs
16. Working Rules
17. No Strike or Lockout
18. Maintenance of Standards
19. Miscellaneous
20. Performance of Bargaining Unit Work
21. Savings Clause
22. Job Description
23. Salary Schedule
24. Performance Based Incentive Pay
25. Successors and Assignees
26. Me Too Clause
27. Term of Agreement

## **AGREEMENT**

This Agreement, effective this 1<sup>st</sup> day of January, 2011, is by and between the Auditor of Lucas County, Ohio, referred to as the "Auditor," and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) and its affiliated Local Union 12, herein referred to as the "Union."

### **ARTICLE 1** **RECOGNITION**

#### **SECTION 1. RECOGNITION**

The Lucas County Auditor recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all employees in the Hourly Bargaining Unit classifications set forth in Attachment A.

#### **SECTION 2. EXCLUDED**

The bargaining unit shall not include supervisory and administrative personnel, employees in a confidential or fiduciary relationship to the Auditor, and those in the UAW Salaried bargaining unit, Teamsters bargaining unit or the IBEW bargaining unit.

#### **SECTION 3. NEW POSITIONS**

If any new positions are established during the term of this Agreement, the Lucas County Auditor or their designee(s) and the Union will meet and negotiate as to whether the position(s) will be included or excluded from the Bargaining Unit.

The parties agree to hold up to two (2) meetings to settle any disputes under this section. If the matter is not resolved, the parties will submit the matter to the Ohio State Employment Relations Board (SERB) for resolution.

It is agreed that the bargaining unit shall not include contractual, seasonal, temporary or part-time employees; however such employees shall not be used to displace the full-time work force.

#### **SECTION 4. NON-DISCRIMINATION**

The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex, age, marital status, sexual orientation, gender, military status, national origin or political affiliation. All references to employees in this Agreement include both sexes, and wherever a male gender pronoun is used it shall be construed to include both male and female employees.

The employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interferences, restraint, or coercion by the Employer representative against any employee activity in an official capacity on behalf of the Union.

#### **SECTION 5. DUES DEDUCTION**

It shall be a condition of continuing employment that all employees covered by the Agreement: shall, after thirty (30) calendar days of employment, become and remain members of the Union in good standing; or, in the alternative, an employee shall, after thirty (30) of employment, pay an agency or fair share fee to the Union which shall not exceed dues paid by members of the Union who are covered by this Agreement. It is further agreed that the Employer shall remit such deductions to the Union prior to the end of the month for which such deduction is made.

The Union assumes the risk or liability for all damages that may arise from the withholding of union dues and assessments and shall save and hold the Auditor harmless from all claims resulting there from including any cost or expenses incurred by the Auditor in defending these claims.

#### **SECTION 6. V-CAP DEDUCTION**

The Auditor shall deduct the amount checked off from each employee who has completed a voluntary authorization for assignment and check-off of contributions to UAW V-CAP form and deposited the same with the Company. The amount shall be deducted as designated as long as such authorization remains in

effect. The Auditor and the Union agree that the signing of this authorization is voluntary and the making of payments to UAW V-CAP, are not conditions of membership in the Union or continued employment with the Auditor.

#### **SECTION 7. FAIR SHARE FEE**

All employees in the bargaining unit, who are not members of the Union after thirty (30) days from the date of hire or the effective date of this Agreement, whichever is later, shall pay a Fair Share Fee in accordance with Section 4117.09 of the Ohio Revised Code..

O.R.C. provides "the deduction of Fair Share Fee by the public employer from the payroll check of the employee and its payment to the Employee Organization is automatic and does not require written authorization of the employee." Further, the Ohio Collective Bargaining Act repealed, as of April 1, 1984, O.R.C. 9.41 which allowed for voluntary revocation of Union dues. It is the position of the Employer that these sections in tandem represent a clear position that the Agency fees can be collected by the Union and a duty is placed on members of the bargaining unit to pay said Agency fee to the Union.

Fair Share Fees shall be deducted in equal installments from each of the first two (2) paychecks issued in a month from the wages of bargaining unit employees who are not members of the Union. The Financial Secretary of Local Union 12 shall certify to the Lucas County Auditor the amount to be deducted under this section. However, the amount of Fair Share fees shall not exceed the amount of Union membership dues.

When notifying the Lucas County Auditor that an employee is not in good standing, the Union shall do so in writing, stating that the name or names appearing on the notice are not in good standing by reason of their failure or refusal to tender the Initiation Fee and/or dues and/or assessments. This notice is to be dated and signed by authorized Union officials. The Lucas County Auditor shall be given fourteen (14) calendar days from receipt of notice to take action on the employee or employees. Unless reinstated by the Union within this time, or unless otherwise entitled to employment under existing State or Federal statutes, the employee or employees will be discharged. If an employee is discharged by the Lucas County Auditor upon the request of the Union, and it is subsequently determined that such discharge was improper, the Lucas County Auditor shall not be liable for any losses incurred by the employee resulting from the discharge.

## **SECTION 8. PROBATIONARY PERIOD**

New employees shall be considered probationary employees until they have been in the employ of the Employer for one hundred twenty (120) calendar days. During such probationary period, the employee may be discharged for any reason within the sole discretion of the Auditor's Department, and such discharge shall not be subject to the grievance procedure.

## **ARTICLE 2** **MANAGEMENT RIGHTS**

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

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, discipline for cause, and to maintain discipline among employees;
- B. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed, including implementation of necessary action in emergency situations;
- C. To determine the Auditor's budget, goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively and efficiently meet those purposes;
- D. To determine the size and composition of the work force and the Auditor's organizational structure, including the right to relieve employees from duty due to lack of work or lack of funds;

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

The Union recognizes and accepts that all rights and responsibilities of the Auditor not specifically modified by this Agreement or ensuing agreements shall remain the function of the Auditor. The parties agree that nothing within the management's rights clause is to be construed as a waiver of the Union's right to bargain over any future changes to wages, benefits or working conditions which may be proposed by the Auditor.

**ARTICLE 3**  
**UNION REPRESENTATION**  
**& ACCESS TO PREMISES**

**SECTION 1. REPRESENTATION & ACCESS**

The members of the Union shall have the right to be represented for the purpose of negotiating and administering this Agreement by four (4) Bargaining Committee Members: one (1) of whom shall be designated Chairperson, and three (3) Bargaining Committee Members. In addition the Union shall have three (3) alternate Bargaining Committee Members to serve as replacements as needed.

The names of these Bargaining Committee Members and alternates and any subsequent changes will be furnished to the Auditor in writing as soon as they are elected.

The Bargaining Committee Members will be permitted reasonable time to process grievances and conduct other necessary union business. The Bargaining Committee Members must receive approval from their Supervisor when using this provision in such a manner so as to not interfere with the immediacy of job requirements unless properly relieved. It is understood that a grievance hearing will normally be handled by one (1) Bargaining Committee Member. The release of Bargaining Committee Members for off-site meetings during working hours for the conduct of union business must be presented to the Auditor or his

designee in writing prior to such meeting. In order to attend any meeting of this type, Bargaining Committee Members must be properly relieved as mentioned above. An alternate Bargaining Committee Member will only be allowed to conduct union business and attend Labor-Management meetings in the absence of his/her department Bargaining Committee Member.

The Chairman (or designee) of the Bargaining Committee shall be permitted to attend the regular meetings of the Lucas County Health Care Cost Containment Board. It is understood that annual health care negotiations for a successor health care agreement commence on approximately November 1 of each year. The entire Bargaining Committee will be permitted to attend such negotiation sessions until an agreement is reached.

The Auditor agrees to permit upon request the authorized representative of the International Union to enter the premises during normal business for the purpose of conducting union business.

## **SECTION 2. COMMITTEE MEETINGS**

To promote the efficient operation of the Department the Auditor shall allow for the Bargaining Committee to meet for one (1) hour each month for the purpose of exchanging information and discussing relevant information. To be scheduled monthly, by mutual agreement.

## **ARTICLE 4** **SENIORITY SYSTEM**

### **SECTION 1. SENIORITY DEFINED**

Seniority shall commence on the date of hire for permanent, full-time employment, to the Lucas County Auditor's Office. This definition of seniority shall be used in all cases where seniority is a determining factor.

### **SECTION 2. SENIORITY LISTS**

- A. The Lucas County Auditor's Department will provide an up-to-date seniority list of those

employees in the bargaining unit semiannually, giving the employee's name, address, date of employment and classification. The list shall be made available to the Union. The Union shall be notified of any changes in classification of any employee covered by this Agreement as the change in classification occurs. Current seniority lists shall be posted on the Union's bulletin boards located in centralized areas of the Lucas County Auditor's Department.

- B. A list of newly hired employees including names, addresses and dates of hire will be supplied to the Union after completion of thirty (30) days. A list of newly terminated employees will be supplied to the Union as they occur.

### **SECTION 3. LOSS OF SENIORITY**

An employee shall lose his seniority for any of the following reasons:

- A. A discharge for just cause.
- B. If he quits his employment.
- C. If he overstays a leave of absence without first obtaining consent from the Employer for such over leave.
- D. If he is absent for three (3) working days without notification to the personnel office. The burden of providing such notification is on the employee.
- E. If he fails to report within ten (10) working days after having been notified to return to work pursuant to notice of recall given to laid-off employees. It will be the responsibility of each employee to supply the Employer with the most current address and telephone number, if any.
- F. If he is laid off and remains on such layoff for a period of thirty-six (36) months or the length of his seniority whichever is less.

#### **SECTION 4. TRANSFER OUTSIDE BARGAINING UNIT**

An employee who accepts a permanent position excluded from the bargaining unit shall continue to maintain his/her departmental bargaining unit seniority for a period of one hundred twenty (120) calendar days. Such employee may return to the bargaining unit within the specified one hundred twenty (120) calendar-day period to such classification for which he or she is qualified and his or her seniority entitles them to. After the one hundred twenty (120) calendar-day period expires, such person accepting a non-bargaining unit position shall forfeit his or her bargaining unit seniority. An individual who bids and is the recipient of the position vacated by the employee promoted to management will be informed of the possibility of return within the specified one hundred twenty (120) calendar-day period.

### **ARTICLE 5** **WORKDAY/OVERTIME**

#### **SECTION 1. SHIFTS**

The employee's workday shall be the regularly scheduled shift with a fixed starting and quitting time. There shall be no changes in the existing workday schedule, without the mutual consent of the parties to this Agreement. When it becomes necessary to assign employees to either a second or third shift, the following methods will apply:

- 1) The utilization of seniority within the respective department on a request basis;
- 2) If an insufficient number of employees are still unavailable, then inverse seniority will apply.

When employees are used on the second shift, a 7% shift differential will be applied to their hourly rate. When employees are used on the third shift, a 9% shift differential will be applied to their hourly rate.

## **SECTION 2. OVERTIME RATE**

All work time in excess of the regular shift shall be overtime and shall be compensated at the rate of time and a half (1 1/2 times) the employee's regular rate of pay. All work performed on Saturday shall be paid at the rate of time and one half (1 1/2 times) the employee's regular rate of pay. All work performed on Sunday shall be paid at the rate of double time (2 times) the employee's regular rate of pay. When an employee is required to report to work at a time not contiguous to his regularly scheduled workday, he shall be guaranteed a minimum of four (4) hours pay at the overtime rate.

A workweek shall consist of time actually worked, paid sick leave, paid funeral leave, or any other time in active pay status.

## **SECTION 3. OVERTIME-RECALL**

It is understood that overtime work is voluntary and may be refused by an employee, unless a Department Head determines that an emergency exists. In an emergency, overtime is mandatory.

Voluntary overtime will be offered to employees on a rotational basis. Each department will maintain an overtime list based on total Auditor's Office seniority. Voluntary overtime will be offered to the qualified employee with the highest total Auditor's Office seniority within the department or unit that is to work overtime. If that employee refuses to work overtime on that particular day, then it will be offered to the next most senior qualified employee, and so on down the seniority list. The next voluntary opportunity will be offered to the person on the overtime list next after the last employee who accepted overtime. When overtime is requested, the Lucas County Auditor and/or her designee will notify the Chairman or his designee. The Chairman will contact all available employees according to the overtime list and notify the Lucas County Auditor and/or her designee of those employees who will work the overtime. The overtime list will be jointly maintained by the Lucas County Auditor and/or her designee and the Chairman.

Mandatory overtime will be offered on the same basis as voluntary overtime. If however, all employees

refuse to work, then the overtime shall be worked by the qualified employees with the least seniority.

When prior notification of overtime is available, Management will provide as much advance notice of such overtime to bargaining unit members as is possible.

#### **SECTION 4. COMPENSATORY TIME**

An employee who has worked overtime shall be allowed to accumulate compensatory time at the overtime rate, in lieu of pay, if he so elects, up to two hundred and forty (240) hours, as designated by Ohio Revised Code 124.18.

Accrued compensatory time may be used with the same notice requirements as applicable in Article 7, Vacation.

#### **SECTION 5. BREAKS AND LUNCH**

Each employee covered by this Agreement is permitted two (2) fifteen (15) minute breaks, and one (1) hour unpaid lunch per shift.

## **ARTICLE 6** **JOB VACANCIES**

#### **SECTION 1. BIDDING PROCEDURE**

- A. When a vacancy occurs for any reason, or when a new job is created and such vacant or new job is within the bargaining unit, the job shall be posted as soon as practical and shall remain posted for a period of five (5) full consecutive work days. (8:00 a.m. to 5:00 p.m.)
- B. The initial bid posting shall include: classification, job title (with brief description) pay rate, the job qualifications (this may include job performance, attendance, personnel file, experience, education and other relevant factors), the department where vacancy exists, the name of the person to have held the job last, and the last date bids will be accepted.
- C. A copy of all bid notices will be given to the Union's, Chairperson and also posted on all

bulletin boards in each department. The Chairperson will be informed of those who bid on all positions after job is awarded.

- D. Employee wishing to bid on posted jobs shall submit their bids to the Human Resources Department or the designee. An employee bidding on any posted job or jobs shall receive a minimum of one (1) interview per department (floor).
- E. In the event an employee is on vacation or on other approved leave of absence, the union steward may, at the employee's request, submit a bid in behalf of the employee.
- F. After interviewing all the bidders the job shall be awarded to the qualified employee who has bid on the job as determined by the Auditor. If two (2) or more employees who bid on the job are determined by the Auditor to be qualified, the job shall be awarded to the most senior of them. Testing for any position may only be accomplished by mutual agreement.
- G. In the event there is no bidder or no bidder is determined by the Auditor to be qualified for the position, the Union shall be notified of this decision. The Union may request a Labor Management Meeting to discuss training as an alternative prior to the Auditor hiring a new employee.
- H. A successful bidder will assume the duties of the job not later than ten (10) working days after the bid is removed from posting. Unusual circumstances may require an extension of the ten (10) working day time limit. When an extension is necessary, the Auditor shall notify the Union in writing of the reasons for the extension, and the length of the extension. 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.
- I. Should an accepted bidder fail to perform the job satisfactorily within sixty (60) calendar days, said employee involved will be returned to his or her previous department job with seniority unimpaired. In addition, the accepted bidder may choose to return to his or her

former position within the specified sixty (60) calendar-day period. Individuals accepting open positions will be informed of the possibility of return within the specified time framework.

- J. After a successful bidder is accepted into a position he/she will be ineligible to bid on posted jobs for a period of sixty (60) days. Management will make every effort to apprise the bargaining unit members of possible job openings in advance of such openings, wherever possible.

## **SECTION 2. VACANCIES DEFINED**

- A. Temporary Vacancy Exists when the Department becomes aware that the absence of a regularly assigned employee will extend beyond thirty (30) calendar days. Any employee accepting a temporary vacancy shall return to their original job position upon the return of the employee whose job was filled.
- B. Employees assigned by management on a temporary basis by the week to perform the duties of a position with an assigned higher pay rate than their current classification shall be paid at the higher rate for all periods of time worked in that classification.
- C. Permanent Vacancy Exists when a position has been vacated and the Department posts the vacancy for bid. Should the Employer decide not to fill a vacancy, the Union shall be informed of the Employer's decision, and upon request of the Union, the parties shall meet to discuss such vacancy.

## **ARTICLE 7** **VACATION**

### **SECTION 1. QUALIFICATIONS**

A full-time employee must be regularly and continuously employed by the Auditor to be entitled to any

paid vacation. The amount of paid vacation to which an employee is entitled shall be determined at the anniversary date of his/her employment. Anniversary date is the date of hire as a full-time employee.

No more than one (1) paid vacation may be earned in any twelve (12) month period, anniversary date to anniversary date. To qualify for any paid vacation, an employee must first complete one (1) full year of employment with the Auditor. During the second and subsequent years of an employee's employment, the employee may be granted a paid vacation before his/her anniversary date.

The following schedule will apply to those employees who have satisfied the eligibility requirements contained in this Article.

1. Two (2) weeks after one (1) year.
2. Three (3) weeks after five (5) years or more.
3. Four (4) weeks after eleven (11) years or more.
4. Five (5) weeks after nineteen (19) years or more.
5. Six (6) weeks after twenty-four (24) years or more.

The approved provided vacation leave is in addition to the designated holidays specified as holidays in Article VIII and shall not be charged to an employee's vacation leave.

The Auditor may permit such employees to accumulate and carry over vacation leave to the following year. No vacation shall be carried over for more than three (3) years. Such permission must be in writing signed by the Auditor on an annual basis.

An employee is entitled to his current rate of pay for the pro-rated portion of any earned but unused vacation leave for the current year to his credit at the time of separation, and in addition shall be compensated for unused vacation leave accrued to his credit with the permission of the Auditor, immediately preceding the last anniversary date of employment.

## **SECTION 2. SCHEDULING**

Vacation time of two (2) days or less may be taken with notice by the close of the previous business day.

Vacation time of three (3) days or more may be taken with one (1) week notice. The parties recognize

and agree that notwithstanding the notice requirements, additional "last minute" requests may be granted at the Auditor's discretion. The Auditor will attempt to schedule paid vacations taking into consideration the orderly operation of the Department and the requests of the employees on a seniority basis, but the Auditor reserves the right to determine when any individual employee will take his paid vacation and to determine the number of employees who will be on paid vacations at any one time. The Auditor commits that granting of vacation requests will not be unreasonably denied. The Union also recognizes that paid vacations must be so scheduled at times when they will not interfere with the efficiency and productivity of the Auditor's Department.

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, to his estate.

### **SECTION 3. CONVERSION UPON SEPARATION**

Upon separation in good standing from the county service, an employee is entitled to compensation for any earned, but unused vacation leave credit at the time of separation, provided the employee has completed at least one year of service. The accrual cannot exceed three (3) years vacation time, based on the individual employee accrual rate. The payment will be made at the employee's current rate of pay based on his/her permanent position.

By mutual agreement, the parties may modify this article during 2012 & 2013.

## **ARTICLE 8** **HOLIDAYS**

### **SECTION 1. HOLIDAY DEFINED**

In addition to vacation leave, Auditor Department employees are entitled to holiday pay based on the standard workday for:

New Years Day

Independence Day

Day after Thanksgiving

Martin Luther King Day  
President's Day  
Good Friday Day ½ day  
Memorial Day

Columbus Day  
Labor Day  
Veterans Day  
Thanksgiving

½ Day Christmas Eve  
Christmas Day  
Floating Holiday  
(beginning in 2012)

Employees will also be entitled to four (4) hours of Holiday pay taken on either Christmas Eve or New Year's Eve. Scheduling will be handled based on departmental needs. The Deeds Transfer Department shall have sufficient staff to cover departmental needs on the final business day of the year. If the schedule cannot be handled by mutual agreement in the department, then seniority will determine the holiday schedule.

Use of floating holiday must be used in full day increments. Notice must be given by the end of the previous business day. The Auditor commits that use of a floating holiday shall not be unreasonably denied. Floating holidays must be used within the calendar year and cannot be carried over to the following year.

Holidays shall occur on the days specified in Section 1.14 of the Revised Code. In the event that any of the aforesaid holidays fall on a Saturday, 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, he is entitled to holiday pay for holidays observed on his day off, regardless of the day of the week on which they are observed.

By mutual agreement, the parties may modify this section during 2012 and 2013.

## **SECTION 2. HOLIDAY PAY**

Should an employee be scheduled to work on any of the aforesaid holidays, he will be entitled to compensation at the rate of two and a half (2 1/2) times his daily rate for such day worked.

The employee shall have the choice of receiving compensation for work performed on such holiday at the rate of two and a half (2 1/2) times his daily rate or one (1) day of holiday pay at the straight time daily rate, plus compensatory time at the rate of one and a half (1 1/2) times his daily rate.

Employees recalled to work on a holiday will be paid in accordance with the above method, just as if they had been scheduled to work the holiday.

### **SECTION 3. PART-TIME HOLIDAY PAY**

In the case of an employee hired to, and working a reduced hour schedule on alternating weeks, holiday pay will be paid on the number of hours actually worked for the day.

### **SECTION 4. PERSONAL DAYS**

Employees shall be entitled to two (2) Personal Days per calendar year.

An employee without documented disciplinary action for the preceding calendar year is entitled to two (2) additional Personal Days per calendar year (refer to Articles 12 and 13).

By mutual agreement, the parties may modify this section during 2012 and 2013.

### **SECTION 5. NOTICE FOR USING PERSONAL DAYS**

In seeking to take this day, reasonable notice by the end of the preceding business day must be given. The Auditor commits that use of Personal Days shall not be unreasonably denied.

Providing accrued time is available, Personal Days may be used in increments of one quarter (1/4) hour or more.

If Personal Days are not used within any calendar year they shall be lost.

## **ARTICLE 9**

## **PREVENTATIVE HEALTH CARE RELEASE**

The Auditor and the Union agree that access to preventative health care is an effective way to reduce overall health care costs to the employee and Lucas County. The Auditor agrees to release employees from work, with pay, to seek such preventative care on the following basis:

1. An initial visit to the Lucas County Wellness Coaches for health assessment.
2. Up to one (1) hour of work release for the initial session/Pharmacy consultation for those employees enrolled in the Lucas County Drug Plan.
3. Four (4) hours for annual mammogram.
4. Four (4) hours for annual PAP smears.
5. Four (4) hours for annual Prostate exam.
6. One (1) day for Colonoscopy exam

Individuals undergoing mammogram and PAP smears on the same day will be allotted one full day off.

The employee is responsible for presenting documentation that the above visits/exams were accomplished to be paid for the time/day.

By mutual agreement, the parties may modify this section during 2012 and 2013.

## **ARTICLE 10 SICK, BEREAVEMENT AND DISABILITY LEAVE**

### **SECTION 1. SICK LEAVE DEFINED**

Sick leave shall be earned and used in compliance with Ohio Revised Code No. 124.38. The record of each employee's accumulated sick leave shall be posted on his absentee record in January showing the sick leave accumulated as of the preceding December 31.

Each employee shall be entitled for each completed seventy (70) hours of paid status service to sick leave of 4.1 hours with pay, and for each completed eighty (80) hours of paid status to sick leave of 4.6 hours with

pay. "Completed service" is defined as hours actually worked, and includes overtime, sick leave, vacation leave, compensatory time, or personal time. Employees may use sick leave upon approval of the Auditor, for absence due to personal illness, pregnancy, injury, exposure to contagious disease, which may be communicated to other employees, and to illness, injury and death in the employee's immediate family as defined by Ohio Revised Code. An employee may not use sick leave in the same pay period it is accrued.

Unused sick leave shall be cumulative. 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 Auditor's Department shall be placed to his credit upon his re-employment in the Auditor's Department, provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from the Auditor's Department.

## **SECTION 2. ACCUMULATION OF SICK LEAVE**

Employees having ten (10) or more years of service shall at the time of retirement be paid in cash for 1/3 of one hundred twenty (120) days of the value of their accrued but unused sick leave credit up to a maximum of forty (40) days. Such payment shall be based on the employee's rate of pay at the time of retirement.

If the Lucas County Commissioners adopt a new sick leave policy which increases the payout amount for accumulated sick leave, this contract shall adopt the new language as a "me too" clause.

## **SECTION 3. USE OF SICK LEAVE**

Sick leave shall be granted to an employee only upon approval of the appointing authority for illness or injury of the employee or a member of his immediate family.

Immediate family is defined as: Grandparents, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild legal guardian or in loco

parentis, step parent, step brother, step sister and step grandparents.

An employee who is unable to report for work, and who is not on a previously approved day of vacation, sick leave, compensatory time, leave of absence, or other approved leave shall be responsible for notifying the employee's immediate supervisor or designated contact, that he will be unable to report for work. The notification must be made within one-half hour after the time the employee is scheduled to report for work, unless an emergency condition prevents such notification.

#### **SECTION 4. BEREAVEMENT LEAVE**

In the event of death of mother, mother-in-law, father, father-in-law, spouse, child, brother, sister, step-parent, step child, step brother, step sister, step grandparents, grandchild, grandparents, brother-in-law, sister-in-law, daughter-in-law, son-in-law, legal guardian or in loco parentis, the Auditor will grant a bereavement leave with pay, computed at the employee's regular straight-time rate of pay for a standard work day at the time of bereavement leave from day of death until and including the day after the funeral, not to exceed three (3) working days.

In the event of the death of Grandparents-in-law the employee shall be entitled to one (1) working day of bereavement leave with pay from day of death until and including the day after the funeral.

In the event of the death of an Aunt, Uncle, Niece, or Nephew the employee shall be entitled to eight (8) hours of bereavement leave with pay from day of death until and including the day after the funeral.

An additional two (2) days with pay will be allowed if the death or burial occurs in a city located more than one hundred and fifty (150) miles from Toledo and the employee actually travels to the location and attends the service.

An employee will not receive pay under this Section when it would duplicate pay received for any other reason.

Additional time off will be granted to an employee in order to administer the affairs resulting from a death in the family.

Employees may request the use of sick leave, compensatory time, vacation time, or leave without pay for time in excess of the three days granted. Requests for the extended leave must be approved by the Auditor.

#### **SECTION 5. ADDITIONAL UNPAID SICK LEAVE**

Employees may request the Auditor to grant additional leave without pay when sick leave has expired. Such requests and the response shall be in writing on a form to be designated by the Department. (Such additional unpaid sick leave time shall be determined by the merit of the case.)

#### **SECTION 6. JURY DUTY**

Any employee who is required to serve on the jury in any court of record shall be paid his regular rate of pay during such periods. In order for the employee to receive pay under this section, he must secure a certificate from the Clerk of Courts in which he served evidencing the fact of his having been required to serve.

#### **SECTION 7. DISABILITY LEAVE**

A. A physically incapacitated employee may request a disability leave. A disability leave may be granted when the disability continues beyond accumulated sick leave rights provided the employee is:

1. Hospitalized or institutionalized.
2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution.
3. Is declared incapacitated for the performance of the duties of the position by a licensed physician. If the Auditor requires a second medical opinion, the cost of

such examination will be paid by the Auditor's office.

- B. Reinstatement rights following disability leave extend for two (2) years in accordance with Section 124.32 Ohio Revised Code.
- C. Upon reinstatement from disability leave, an employee will be returned to the same or a similar position.
- D. A disabled employee may first be granted a leave of absence. However, should the disability continue beyond the expiration date of the leave of absence, the employee may request and be granted a disability leave, provided that the conditions in paragraph one (1) are met.
- E. An employee who has been granted a disability leave is to be reinstated within thirty (30) days after making written application and passing a medical examination showing full qualifications to perform the duties of the position. If the Auditor requires a second opinion, this examination is to be conducted by a licensed physician designated by the Auditor. The cost of this examination will be paid by the Employer. If a third medical opinion is necessary the parties will meet for the purpose of selecting a physician.  
  
The expenses shall be borne equally between the Auditor and the employee.
- F. An employee whose disability prevents reinstatement from disability leave may wish to apply to the Public Employees Retirement System for a disability retirement. Should a disability retirement be approved, such separation from county service will be reported by the Auditor.
- G. An employee who does not return from disability leave, and who does not formally resign nor take a disability retirement, will be separated at the end of the leave by means of a Personnel Action designated as "Failure to return from Disability Leave."

**SECTION 8. TRANSFER OF SICK DAYS TO VACATION DAYS.**

A bargaining unit employee who misses five (5) accumulative days or less during the calendar year, will have the option of converting five (5) sick days into vacation days at his/her request. By mutual agreement, the parties may modify this section during 2012 & 2013.

## ARTICLE 11 LEAVES OF ABSENCES

### SECTION 1. WITHOUT PAY

#### A. Length

The Auditor may grant a leave of absence to any employee for a maximum duration of six (6) months for any personal reason of the employee. Such a leave may be renewed or extended beyond six (6) months when necessary

Leave may be granted for a maximum period of two (2) years for purposes of education, training, or specialized experience which would be of benefit to the county by improved performance at any level or for voluntary service in any governmentally sponsored program of public betterment.

#### B. Authorization

The authorization of a leave of absence without pay is a matter of administrative discretion. The Auditor, or other designated representative should decide in each individual case if a leave of absence is to be granted, within the limitations of the Administrative Rules of the Department of Administrative Services. A leave of absence should be requested and authorized on a form designated by the Auditor. .

#### C. Reinstatement

Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer is available.

An employee may be returned to work before the scheduled expiration of leave if requested by the

employee and agreed to by the Auditor. If an employee fails to return to work at the expiration of an approved leave of absence and does not submit a resignation, he may be removed or dismissed by the Auditor. An employee wishing to convert to a disability leave at the termination of personal leave may do so with approval of the Auditor.

## **SECTION 2. MILITARY LEAVE**

All leaves of absences shall be in accordance with the rules and regulations of the Ohio Department of State Personnel. Under no circumstances shall an employee lose seniority rights as a result of military service, providing he requests re-employment within ninety (90) days following his discharge from the Armed Forces.

## **SECTION 3. DUE TO ILLNESS**

Upon request to the Auditor, an employee who requests a leave due to personal illness will be granted a leave of absence without pay. However, the employee must use all accrued compensatory time, sick leave, and vacation leave before going on leave. An employee may use compensatory time, sick leave and vacation leave before going on a pregnancy leave. Should the leave of absence without pay exceed twelve months, the employee will be placed on disability leave.

## **SECTION 4. SICK/VACATION CREDITS**

An employee on leave of absence without pay does not earn sick leave or vacation credit. However, the time spent on authorized leave of absence is to be counted in determining length of service for purpose of extended vacation eligibility or other purposes where tenure is a factor.

## **SECTION 5. UNION LEAVE**

The Auditor shall grant leave of absence without pay for Union members to transact Union business for union meetings, conventions, conferences, and schools or other legitimate union business. Persons requesting this type of leave of absence should make such a request not less than one (1) week in advance of their intended absence. The Auditor shall grant leave to no more than three (3) persons simul-

taneously, unless by mutual agreement. The Auditor will grant no more than three (3) weeks of leave per person annually, unless by mutual agreement. Union leave of absence shall not be unreasonably denied.

#### **SECTION 6. ABUSE OF LEAVE**

If leave of absence is granted for a specific purpose, and it is found that the leave is not actually being used for such purpose, the Auditor may cancel the leave and direct the employee to report for work by giving written notice to the employee. Disciplinary action, up to and including removal or dismissal, may also be taken against the employee.

## ARTICLE 12 EMPLOYEE ATTENDANCE

### **SECTION 1. ATTENDANCE AND TARDINESS**

The parties agree that regular and prompt attendance is essential to the efficient operation of the Auditor's office and is expected of every employee. This article is intended to outline the expectations for good attendance, and give employees accountability for managing their attendance as an aspect of job performance, while at the same time setting about a reward system for high performing employees. The parties agree to abide by the following guidelines in attendance. All discipline and discharge will be for just cause.

### **SECTION 2. ATTENDANCE SYSTEM**

Employees are allowed 56 hours, per calendar year, of undocumented absence for sickness, illness or medical condition related absences. Employees who incur full or partial day absence will be charged on a time for time basis towards their 56 hours of undocumented time. After an employee has used 56 hours of undocumented absences, an employee must submit proper documentation of sickness, illness, or medical condition related each time they are absent, or be subject to discipline (See Article 13 Employee Discipline). Documentation must be submitted upon return to work. The calendar year shall run January 1<sup>st</sup> thru December 31<sup>st</sup> of each year of the Agreement. An excused absence is one where the employee provides proper documentation of sickness, illness, or medical condition related absences. If an employee submits this documentation for any absence, this does not count towards the 56 hours of undocumented absence. Any questions regarding proper documentation should be directed to the HR Director.

### **SECTION 3. ABSENCES NOT CONSIDERED ATTENDANCE VIOLATIONS**

The following are work absences that are not considered attendance violations:

- a) Vacation
- b) Jury duty
- c) Bereavement/funeral leave
- d) Approved leave of absence

- e) Adverse weather day – In accordance with Article 17 Miscellaneous, Section 14 - Weather Emergency
- f) Worker's compensation leave
- g) Union leave of absence per labor agreement
- h) Forced time off because of office closure
- i) FMLA Certified Absences (provided employee has not exhausted FMLA coverage)

#### **SECTION 4. EMPLOYEE MUST CARE FOR SICKNESS, ILLNESS, OR MEDICAL CONDITION AT HOME**

Employees taking sickness, illness, or medical condition related absences, whether documented or undocumented, must notify their supervisors under the notification practices in place that they will be absent from their jobs. When claiming sickness, illness, or medical condition related absences, whether documented or undocumented, employees must remain at home caring for their sickness, illness, or medical condition or that of their sick, ill, or medical compromised family member, unless away from home receiving medical attention, such as in a hospital, at a doctor's office, or at a pharmacy.

### **ARTICLE 13** **EMPLOYEE DISCIPLINE**

#### **SECTION 1. ONE TRACK DISCIPLINE SYSTEM**

A one-track system of discipline has been adopted. Active discipline for attendance (Article 12) can be used as basis for determining progressive discipline for a behavioral issue (Article 13). Active discipline for a behavioral issue can be used as a basis for determining progressive discipline for attendance infractions.

The parties agree to abide by the following guidelines in disciplinary policy: All discipline and discharge will be for just cause.

#### **SECTION 2. MAJOR INFRACTIONS**

The following is intended as a non-exhaustive list of behaviors considered major violations which will result in discipline up to and including dismissal:

Incompetence; dishonesty; drunkenness; imunoral conduct; insubordination; breach of confidentiality; discourteous treatment of the public; neglect of duty.

Major infractions are subject to discipline up to and including dismissal based on the Auditor's assessment of the circumstances.

### **SECTION 3. MINOR INFRACTIONS**

Offenses of a minor nature will result in disciplinary action. Such discipline will be issued in a progressively escalating fashion based on the Auditor's assessment of the circumstances.

### **SECTION 4. PROGRESSIVE DISCIPLINE FOR MINOR INFRACTIONS**

The first offense of a minor nature may result in a coaching or educational counseling session with the employee. Any coaching or educational counseling does not constitute a disciplinary action and is not subject to the grievance procedure set forth in this Agreement. Such counseling session will be documented in writing.

If there is a second minor offense within one (1) year of the counseling session, a verbal warning may be issued to the employee.

A minor infraction within one (1) year of the verbal warning may result in a written warning issued to the employee.

A minor violation occurring within one (1) year of the written warning may result in an unpaid suspension of 1-3 days.

A minor violation occurring within one (1) year of the written warning may result in an unpaid suspension of 4-6 days.

A minor violation occurring within one (1) year of the suspension may result in discharge.

### **SECTION 5. DISCIPLINE PROCEDURES**

All counseling and discipline is to be conducted in private.

All discipline is to be issued in writing with explanation of the charges against the employee. A warning as to the next step of discipline is to be included on the disciplinary form. A copy of the discipline shall be given to the employee, the Union, and one copy retained by the Auditor for the employee's personnel file.

All discipline will be issued to the employee within five (5) days of the Auditor's knowledge of the event. This time-frame may be extended by mutual agreement between the Auditor and the Union's Chairperson.

All discipline will be for just cause and will be issued, in written form, after a full and fair investigation.

A five (5) day paid suspension is permissible to conduct the investigation.

#### **SECTION 6. CLEARING OF THE EMPLOYEE RECORD**

If, after one (1) year of the last discipline issued, no further violations requiring discipline occur, the last discipline issued will be expunged from the employee record and will not be used as a basis for determining the next step of progressive discipline.

### **ARTICLE 14** **GRIEVANCE PROCEDURE**

#### **SECTION 1. GRIEVANCE PROCEDURE DEFINED**

The Auditor 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 non-compliance with the terms of this Agreement. Any other matter must be referred to the Labor-Management Committee. The time limits may be extended by mutual consent of the parties in writing.

#### **SECTION 2. GRIEVANCE STEPS**

**STEP ONE:** Employees having a grievance will see the immediate Supervisor who if the employee requests will promptly send for the Union Bargaining Committee Member within the Department. The employee and Bargaining Committee Member, if requested, will discuss the grievance with the Supervisor who will make a 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 by the employee 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 Bargaining Committee Member.

**STEP THREE:** If the grievance remains unsettled after going through Step 2, it may be submitted by the union's Bargaining Committee Chairperson to the Personnel Director within five (5) working days after receipt of the Step 2 answer. The Personnel Director shall render a written decision no later than seven (7) working days after a grievance hearing.

**STEP FOUR:** If the grievance remains unsettled after going through Step 3, it may be submitted by the Union's Bargaining Committee Chairperson to the Lucas County Auditor or his designee within five (5) working days after receipt of the Step 3 answer. A hearing between the Lucas County Auditor or his designee and the union will be held within fifteen (15) working days upon his receipt of the grievance. The Lucas County Auditor or his designee shall render a written decision to the union no later than ten (10) working days after such hearing.

**STEP FIVE:** If the grievance remains unsettled after going through Step 4, either party may invoke this fact-finding step. Either party may submit the grievance to fact-finding no later than ten (10) working days after having received the answer in Step 4. The fact-finding committee will be composed of three (3) members. One (1) member representing the Lucas County Auditor; the Union's International Representative; and the third member to be chosen by the other two members of the committee.

The committee shall convene a hearing no later than fifteen (15) working days after the grievance has been moved to this Step. The committee shall hear all the facts and render its findings to the Union and the Auditor no later than five (5) working days after the hearing. While the committee's decision is not binding on either party, both parties shall treat the committee's decision as serious attempt to preserve a good labor-management relationship. The findings of the committee shall be kept confidential between the parties.

### **SECTION 3. BINDING ARBITRATION**

Grievances may be submitted to binding arbitration at the request of either party.

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

### **SECTION 4. ATTENDANCE AT GRIEVANCE MEETINGS**

Employee attendance at grievance meetings, which will be scheduled by the Auditor so as not to interfere

with the overall conduct of work, shall be limited to a person designated in the grievance procedure. If a grievance involves more than one (1) employee, one (1) of such employees shall be selected by the Union to attend the grievance meetings, and such employee shall be considered as the aggrieved employee under the grievance procedure.

## **ARTICLE 15** **LAY OFFS**

### **SECTION 1. LAY OFF**

The Auditor shall determine when a reduction in the workforce is necessary in the interest of economy, efficiency, or due to lack of work or funds. There shall not be a reduction of the normal workweeks, except by mutual agreement between the Union and the Auditor. Employees shall be laid-off on the basis of total Auditor's Office seniority within their classification. A fourteen (14) day notice of lay-off or displacement will be given both to the Union and the affected employee(s). The Union Chairperson will attend any lay-off meetings with the employee(s) and the Auditor.

### **SECTION 2. DISPLACEMENT PROCEDURES**

The affected employee has the right to displace the least senior employee in the same or lower rated pay grade provided he possesses the qualifications. The employee can immediately assume the position with minimal training. Minimal training is defined as training that can be accomplished in thirty (30) or less workdays to the satisfaction of management. If he is not qualified and/or there is no one less senior in the same or lower rated pay grade, the employee has the right to displace the least senior person in the bargaining unit in the Auditor's Office. An employee who has been displaced will have the sixty (60) day no-bid prohibition (Article 6) waived. The displaced employee will be paid at the rate of pay for the grade to which they are displaced. Any employee displaced as the result of another employee exercising their seniority rights will have the same rights to the displacement procedure as per above.

At anytime during the above process, an affected employee may choose to accept a direct lay-off from the Lucas County Auditor's Office. Employees who wish to exercise their displacement rights must do so within ten (10) days of being notified that they are being affected by a lay-off or being displaced by another employee.

### **SECTION 3. RECALL FROM LAY-OFF**

The names of the employees who have been laid off shall be put on a recall list according to their seniority. The employee with the most seniority shall be recalled first, prior to hiring new employees, when job vacancies are to be filled or when funds and work are available. The employee being recalled shall possess the qualifications for the job.

In recalling employees, the Lucas County Auditor shall use registered mail to the employee's last known address. The laid-off employee is responsible for giving written notice to the Lucas County Auditor of address change during this period of layoff.

## **ARTICLE 16** **WORKING RULES**

Any dispute arising with regard to an issue, which is not specifically covered by this Agreement, will be resolved on the basis of the cooperative spirit of the Agreement. To this end, the Auditor and the Union agree to meet in an established Labor/Management Committee to discuss and resolve such issues by Letters of Understanding to this Agreement.

The Union and the Lucas County Auditor consider themselves mutually responsible to improve the public service through creation of improved employee morale and efficiency. In this connection, the parties shall encourage employees to conduct themselves in a workmanlike and professional manner at all times.

All new rules and special orders shall be issued in written form. The Union shall receive a copy of all orders prior to taking effect. Objections to new rules or orders shall be submitted to the grievance procedure provided herein immediately to the third (3rd) step to the Office of the Auditor or his designee.

## ARTICLE 17 NO STRIKE OR LOCKOUT

The Union agrees that there shall be no interruption of work for any cause whatsoever, during the term of this Agreement. The Auditor agrees that he will not lockout or prevent employees from performing their regularly assigned duties during the term of this Agreement.

## ARTICLE 18 MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment in its operation relating to all working conditions and employee benefits shall be maintained at no less than the highest minimum standards in effect at the time of signing this Agreement, subject to budgetary and financial conditions. Such conditions shall be improved wherever provisions for improvement are made elsewhere in this Agreement.

## ARTICLE 19 MISCELLANEOUS

### **SECTION 1. UNION EQUIPMENT**

The Auditor will provide the Union with three (3) bulletin boards in conspicuous places where they are available to all employees.

The Union Chairperson shall post information relating to Union activity. The employer agrees to post

current seniority lists.

The Auditor shall supply the Union with a locking filing cabinet. This shall be used solely by the Union for official business. The location of the filing cabinet shall be mutually agreed upon.

## **SECTION 2. MEDICAL, DENTAL, AND LIFE INSURANCE**

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 by the Lucas County Commissioners. The parties agree to a reopener as provided by the Health Care Cost Containment Committee's health insurance agreement.

## **SECTION 3. MILEAGE AND TRAVEL**

When it is required by the Auditor that an employee uses his/her own vehicle for Departmental business, such employee will be reimbursed at the current amount per mile presently in effect set by the Lucas County Commissioners. If such travel requires an overnight stay, the Auditor will reimburse the employee for motel and meals.

## **SECTION 4. SUBCONTRACTING**

The Auditor shall not subcontract any work or services, which would displace full time employees or reduce the normal working schedule of such employees.

## **SECTION 5. TRAINING/EDUCATIONAL PROGRAMS**

Paid time off from regular work assignment shall be permitted for work related activities as required by the Auditor such as attendance at conferences, institutes, seminars, and workshops provided budget and other considerations are such that prior approval can be given by the Auditor. The Auditor's Department will make every reasonable effort to disseminate information about such activities as soon as it is available.

## **SECTION 6. LABOR MANAGEMENT MEETINGS**

Labor-Management meetings shall be held upon the request of either party (Union Representative or Supervisor) to discuss 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 has been made.

The Union will be represented by the Bargaining Committee Chairperson and the UAW International Representative. Upon mutual agreement, additional representatives may attend.

#### **SECTION 7. DEPARTMENTAL EQUIPMENT**

All equipment and supplies necessary in the day-to-day operation of the Department will be made available to the employees and kept in proper working condition by the employee so that such employee may adequately perform his or her job function. All repairs or replacements will be made by the Department.

#### **SECTION 8. MONETARY SHORTAGES**

All monetary shortages will be handled in accordance with procedures set forth by the Auditor.

#### **SECTION 9. PARKING**

Employees will be allowed to participate in a Parking Program, which will allow for non-taxable parking reimbursement in lieu of salary. The employee would receive a reimbursement check, based on parking receipts on the tenth of each month. If the tenth fell on a Saturday, the employee would receive the check on Friday. If the tenth fell on Sunday, the employee would receive that check on Monday.

#### **SECTION 10. EDUCATIONAL PROGRAMS**

Management will pay renewal fees for state licenses obtained by employees and mandated educational programs needed to maintain said licenses.

Management will pay, one time during the career of the employee, for licensing or certification for advancement within the department directly related to core duties in job description and will pay for renewal that is directly related to core duties in their specific job description. Location dates, courses and trainings will be identified, recommended and coordinated by management according to operations of the office and the budget. Management will coordinate training in the immediate area, if not at the office or via the internet in order to manage the cost of the training.

If travel is required, hotel and all other expenses will be paid by the employee.

Once an employee expresses interest in a specific licensing course or certification for the next level, the Director will review with the Auditor. The licensing and or certification will occur within a limited schedule and the Auditor will pre-pay one time. If the employee is unable to attend, fails to attend, fails the exam or is unable to complete the scheduled course work, the employee must retake at their own expense. If an employee the Auditor will not pay for a second opportunity.

If an employee is in a disciplinary process beyond a written step, management reserves the right to deny training until the employee is out of the disciplinary status.

Qualifying employees must present the educational program registration to management within a reasonable amount of time in advance of the registration deadline or not less than 10 business days in advance of the registration deadline.

#### **SECTION 11. EMPLOYEE ASSISTANCE PROGRAM**

All members of the bargaining unit shall be eligible to participate in an Employee Assistance Program, which provides the following Confidential Services for employees and their dependents:

- a. Substance abuse, stress, depression, family/child adolescent issues, financial issues, legal concerns and crisis counseling, etc.

#### **SECTION 12. TIME INCREMENTS**

Late time and/or overtime shall be accrued in six (6) minute increments.

#### **SECTION 13. WEATHER EMERGENCY**

An employee who lives in, or must travel through, a County where a Level 3 Snow Emergency (or its equivalent) is declared will be excused from work, with pay, for the day, and shall suffer no attendance consequences nor be required to "make-up" the time missed.

#### **SECTION 14. UNIFORMS**

Any required clothing will be provided to affected employees at the Auditor's expense.

### **ARTICLE 20** **PERFORMANCE OF BARGAINING UNIT WORK**

The Lucas County Auditor and the Union recognize that management employees, interns, other employees outside of the bargaining unit, currently may perform work which complements or overlaps the work of employees covered by this Agreement.

The parties recognize that there are circumstances when management performs bargaining unit work to enable use of benefit time by employees covered by this Agreement or to provide prompt customer service.

While this Agreement does not generally restrict such persons from performing bargaining unit work as enumerated above, the Auditor and the Union agree that there is no plan to expand the practice of non-bargaining unit employees performing bargaining unit work.

In general, non-bargaining unit personnel shall only perform bargaining unit work in emergencies, in the instruction or training of employees, in the performance of necessary work when difficulties are encountered, or when supervisory assistance would be necessary to provide prompt customer service.

In no event shall management, interns or other employees outside of the bargaining unit perform bargaining unit work which will result in displacement/lay-off, reduced work hours or missed overtime opportunities for employees covered by this Agreement.

## **ARTICLE 21** **SAVINGS CLAUSE**

If any article or section of this Agreement or any rider thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such article or section to persons or circumstances other than these to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby.

It is the intent of the parties that should any article or section of this Agreement be held invalid or inoperable, that section or article shall be renegotiated in an attempt to provide validity, operability, or acceptability to such section or article.

## **ARTICLE 22** **JOB DESCRIPTION**

All employees shall be provided with an accurate description of their job. New employees shall receive this job description immediately. No primary job duties stated in the basic job description shall be taken away if such transfer of duties would lessen the duties of the position without a hearing by the Auditor and/or access by the employee to the procedures of the grievance procedure. Due to the nature of the work performed in the Auditor's office, the Auditor may assign an employee on a temporary basis to work outside his Department or outside of his duties as described in the job description.

Such employee shall receive the base rate of pay for the position worked or his/her normal rate of pay, whichever is greater.

## **ARTICLE 23** **SALARY SCHEDULE**

### **Section 1. GENERAL WAGE INCREASE**

2011: Effective retroactively to the first pay period of 2011, all employees' wage rates working in permanent classifications as provided by this Collective Bargaining Agreement shall be increased by one (1) percent (1%).

2012: No increase in wage rates.

2013: All employees will be eligible for merit based incentive pay for performance assessed in 2012. Total amount of available merit pay to eligible employees will be the subject of the 2013 wage reopener.

### **Section 2: MERIT BASED PAY**

There is a growing understanding that the government must use its scarce resources to better link pay to individual and organizational performance. The parties agree that in the spirit of increased productivity and customer service, a merit based incentive pay system will be adopted to award outstanding public service.

The Auditor's policy is to provide a fair and systematic approach for performance evaluation and competitive selection of bargaining unit employees for incentive pay on the basis of merit principles. Accordingly, the Auditor will use performance evaluations pursuant to Ohio Administrative Code 123:1-29-04 to assess merit based incentive pay.

#### **A. Wage Reopener**

The parties agree to a wage reopener at least 30 days before the end of 2012 for the 2013 year of the contract. The total amount of available merit pay awarded to employees will be the subject of the 2013 wage reopener. Merit based incentive pay will be awarded in the first quarter of 2013 and applied retroactively to the first pay period of 2013 for performance evaluated in 2012.

Subject to the wage reopener and budgetary availability, merit pay will be a percentage of the annual

salary added on to the base wage rate of an employee whose performance achieves high merit using the performance evaluation system.

**B. Performance Assessment**

The performance evaluation will assess employees by competencies and through performance metrics. Employees' performance will be evaluated twice in 2012 by immediate supervisors.

Employee competencies will be based upon industry standards. Departmental production standards (metrics) will be established in a labor/management committee. If the committee can't reach an agreement the Auditor has final say in established metrics, and established metric will be reasonable and not arbitrary.

Competencies and production standards will be assigned a rating and the rating assigned a value to be established by the labor/management committee.

Management's performance evaluations will be the sole basis for merit pay.

Employees shall receive and sign their completed evaluation. If an employee objects to portions of their evaluation, they may submit their objections to Human Resources. Objections will be attached to the evaluation and kept in the personnel record.

Management shall recognize above average performance with merit pay subject to budget availability. Those receiving "meets" may be considered for merit pay.

**C. Labor/Management Committee**

The parties agree to convene a labor management committee of members from the Auditor's Office to cooperatively establish reasonable performance metrics for all positions within the bargaining unit. The committee shall also establish a rating system and values to assign to the ratings.

The labor management committee shall establish mutually agreeable meeting dates. If the labor management committee fails to mutually agree on performance metrics for bargaining unit positions and a rating system, management reserves the right to implement fair and reasonable metrics. If the committee can't reach an agreement the Auditor has final say in establish metrics, and establish metrics will be reasonable and not arbitrary

**D. Appealing evaluations through an ad hoc labor/management committee**

Employees receiving "meets," "below average," or "unsatisfactory" total performance ratings may also use an ad hoc labor/management committee of members from the Auditor's Office to appeal meets, below average and unsatisfactory evaluations. Employees whose total average score is the equivalent of "above" shall not avail themselves of the ad hoc labor/management committee.

The employee may file an appeal by submitting a "Performance Evaluation Review Request" to Human Resources within 10 working days of receiving a completed, signed performance evaluation. The ad hoc labor/management committee shall meet at a mutually-agreeable time during review season to address employee appeals. The ad hoc labor management committee shall be equal in management and labor representatives with one neutral person mutually selected by the parties.

Appeals shall contain documentation refuting the performance evaluation. Any documents used by the employer in evaluating the employee's performance shall be furnished to the employee.

The ad hoc labor/management committee shall issue a written decision within 10 working days of hearing the employee's appeal. Committee decisions are final.

### **SECTION 3. PROFESSIONAL DESIGNATION INCENTIVE PROGRAM**

*The following are monetary incentives for achieving state-certification, professional ad valorem, and appraisal designations:*

#### **STATE CERTIFICATION**

<u>Category</u>	<u>Incentive Increase</u>
1) State-Certified <u>Residential</u> Real Estate Appraiser	\$1000/annum.
2) State-Certified <u>General</u> Real Estate Appraiser	\$2000/annum.

*(Maximum incentive increase allowed - \$2000/annum)*

*(Application, Test Fee, annual certification renewal and continuing education classes paid by County)*

#### **IAAO DESIGNATIONS**

<u>Category</u>	<u>Incentive Increase</u>
1) AAS (Assessment Administration Specialist)	\$1000/annum
2) RES (Residential Evaluation Specialist)	\$2000/annum
3) CAE (Certified Assessment Evaluator)	\$5000/annum.

*(Maximum incentive increase allowed - \$5000/annum)*

*(Membership, candidacy fee, annual dues and continuing education classes paid by County)*

#### **AMERICAN SOCIETY OF APPRAISERS**

<u>Category</u>	<u>Incentive Increase</u>
1) Member, Ad Valorem	\$1500/annum
2) Senior Member, Ad Valorem	\$2500/annum

*(Maximum incentive increase allowed - \$2500/annum)*

*(Membership, candidacy fee, annual dues and continuing education classes paid by County)*

**NOTE: Maximum accumulative incentive increase allowed - \$7000/year.**

Upon execution of this agreement, Article 23; Section 3. Professional Designation Incentive Program will expire. No new employees will be able to participate in the program, but the employees receiving the incentives under this section will continue to receive them.

**ARTICLE 24**  
**SUCCESSORS AND ASSIGNEES**

This agreement shall be binding for its term upon successor to the Auditor or the Union. In the event that the Auditor or the Union is succeeded, or in the event that the Auditor or the Union transfers to another entity any operations covered by this agreement, the Auditor or the Union shall inform said successor or entity:

1. of the exact terms of this agreement; and,
2. The successor or entity is required to recognize and bargain with the Auditor or the Union as the representative of the affected employees.

**ARTICLE 25**  
**ME TOO CLAUSE**

The Lucas County Auditor agrees that should a wage increase be awarded another UAW bargaining unit within the Auditor's office, the same wage increase will be awarded to employees covered by this agreement.

**ARTICLE 26**  
**TERM OF AGREEMENT**

The economic and non-economic portion of this Agreement shall be effective as of the 1<sup>st</sup> day of January, 2011 and shall remain in full force and effect until December 31, 2013, which shall be automatically renewed every year thereafter unless either party shall notify the other in writing sixty (60) days prior to the anniversary date that it desires to terminate or modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the matter set forth in this provision. This in no way prevents the parties from mutually entering into negotiations

**LETTER OF AGREEMENT NO. 1**  
**USE OF "FLEX-TIME"**

During the negotiations of the 2008-2010 collective bargaining agreement the Lucas County Auditor and UAW Local 12 discussed continuing the practice of management granting the use of "flex-time."

The parties reached agreement that at the discretion of the Supervisor, each employee covered by this Agreement is permitted to alter his/her schedule to meet a reasonable personal need, provided eight (8) hours of work is completed for the day.

The Auditor commits that "flex-time" will not be unreasonably denied.

**Memorandum of Understanding**

RE: Article 23 Section 3

Any employee who has completed three quarters (3/4) or more of the requirements to receive the profession designation program by ratification of this agreement will be permitted to receive the incentive if all requirements are met by December 31, 2012.

CURRENT POSITION	NEW POSITION TITLE	GRADE	1-120 DAYS (1%)	120 DAYS - 1 YEAR (1%)	AFTER 1 YEAR(1%)	AFTER 3 YEARS (1%)	AFTER 5 YEARS (1%)	AFTER 7 YEARS (1%)	AFTER 10 YEARS (1%)	AFTER 14 YEARS (1%)	AFTER 19 YEARS (1%)
Public Assistant Receptionist	Public Assistance Clerk	3	11.12	11.32	11.52	11.74	11.94	12.15	12.35	12.55	12.77
Deeds Transfer Clerk	Deeds Transfer Clerk	4	11.44	11.66	11.86	12.01	12.27	12.47	12.69	12.89	13.09
Clerical Staff	Clerical Staff	5	11.70	11.90	12.11	12.31	12.51	12.73	12.93	13.14	13.34
Disbursement Clerk	Disbursement Clerk	5	11.70	11.90	12.11	12.31	12.51	12.73	12.93	13.14	13.34
Public Assistance Float	Clerical/BOR Clerk	5	11.70	11.90	12.11	12.31	12.51	12.73	12.93	13.14	13.34
Education & Outreach Spec I	Education & Outreach Spec I	6	11.98	12.19	12.39	12.59	12.81	13.01	13.22	13.42	13.62
CAMA Clerk	Cama Clerk	7	12.70	12.90	13.10	13.31	13.51	13.73	13.93	14.13	14.34
Disbursement Clerk	Disbursement Specialist	8	13.17	13.37	13.57	13.79	13.99	14.20	14.40	14.60	14.82
Education & Outreach Spec II	Education & Outreach Spec II	8	13.17	13.37	13.57	13.78	13.99	14.20	14.40	14.60	14.82
Real Estate BOR CAMA Clerk	Clerical/BOR Clerk	8	13.17	13.37	13.57	13.78	13.99	14.20	14.40	14.60	14.82
Forfeited Land Specialist	Forfeited Land Specialist	8	13.17	13.37	13.57	13.79	13.99	14.20	14.40	14.60	14.82
Tax Specialist	Tax Specialist Clerk	8	13.17	13.37	13.57	13.79	13.99	14.20	14.40	14.60	14.82
Public Assitance Clerk	Public Assistance Clerk	8	13.17	13.37	13.57	13.79	13.99	14.20	14.40	14.60	14.82
CAMA Clerk	Cama Specialist I	8	13.17	13.37	13.57	13.79	13.99	14.20	14.40	14.60	14.82
Payroll Clerk	Payroll Clerk	9	13.35	13.55	13.77	13.97	14.18	14.38	14.58	14.79	15.00
Homestead Clerk	Homestead Clerk	9	13.35	13.55	13.77	13.97	14.18	14.38	14.58	14.79	15.00
Reconciliation Accounting Specialist	Reconciliation Accounting Specialist	9	13.35	13.55	13.77	13.97	14.18	14.38	14.58	14.79	15.00
Deeds Specialist	Deeds Specialist	9	13.35	13.55	13.77	13.97	14.18	14.38	14.58	14.79	15.00
Education & Outreach Spec III	Education & Outreach Spec III	9	13.35	13.55	13.77	13.97	14.33	14.38	14.58	14.79	15.00
Deeds Specialist	Deed Specialist I	10	13.50	13.72	13.92	14.11	14.33	14.53	14.75	14.95	15.15
Real Estate Appraiser I	Real Estate Appraiser I	10	13.50	13.72	13.92	14.11	14.33	14.53	14.75	14.95	15.15

CAMA Specialist	CAMA Specialist II	10	13.50	13.72	13.92	14.11	14.33	14.53	14.75	14.95	15.15
Payroll Specialist	Payroll Specialist I	10	13.50	13.72	13.92	14.11	14.33	14.53	14.75	14.95	15.15
Special Tax Assessments	Special Assessments Clerk	10	13.50	13.72	13.92	14.11	14.33	14.53	14.75	14.95	15.15
Floater Utility Specialist	Floater Utility Specialist	10	13.50	13.72	13.92	14.11	14.33	14.53	14.75	14.95	15.15
Deeds Specialist	Deed Specialist II	11	14.00	14.21	14.41	14.61	14.83	15.03	15.24	15.44	15.64
Payroll Specialist	Payroll Specialist II	11	14.00	14.21	14.41	14.61	14.83	15.03	15.24	15.44	15.64
Tax Specialist	Tax / Forfeited Land Specialist	11	14.00	14.21	14.41	14.61	14.83	15.03	15.24	15.44	15.64
Tax Specialist	Tax Specialist I	11	14.00	14.21	14.41	14.61	14.83	15.03	15.24	15.44	15.64
CAMA Specialist	CAMA Specialist III	11	14.00	14.21	14.41	14.61	14.83	15.03	15.24	15.44	15.64
Tax Exempt Investigator	BOR/Clerical Specialist I	11	14.00	14.21	14.41	14.61	14.83	15.03	15.24	15.44	15.64
BOR Secretary	BOR Secretary	11	14.00	14.21	14.41	14.61	14.83	15.03	15.24	15.44	15.64
Personal Property Assistant	Manufactured Home Specialist/Deed	11	14.00	14.21	14.41	14.61	14.83	15.03	15.24	15.44	15.64
Public Assistance Specialist	Public Assistance Specialist	11	14.00	14.21	14.41	14.61	14.83	15.03	15.24	15.44	15.64
Estate Tax Clerk	Estate Tax Clerk	11	14.00	14.21	14.41	14.61	14.83	15.03	15.24	15.44	15.64
Mobile Home Specialist	Mobile Home Specialist	11	14.00	14.21	14.41	14.61	14.83	15.03	15.24	15.44	15.64
Clerical Specialist	Clerical Specialist	11	14.00	14.21	14.41	14.61	14.83	15.03	15.24	15.44	15.64
Real Estate Appraiser II	Assistant Appraiser	12	14.97	15.17	15.38	15.58	15.80	16.00	16.20	16.41	16.61
CAUV Specialist	CAUV Specialist	12	14.97	15.17	15.38	15.58	15.80	16.00	16.20	16.41	16.61
Reconciliation Accounting Specialist	Reconciliation Specialist	12	14.97	15.17	15.38	15.58	15.80	16.00	16.20	16.41	16.61
Homestead Specialist	Homestead Specialist	12	14.97	15.17	15.38	15.58	15.80	16.00	16.20	16.41	16.61
Weights & Measures Specialist	Weights & Measures Specialist	12	14.97	15.17	15.38	15.58	15.80	16.00	16.20	16.41	16.61
CAMA Specialist	Cama Deputy Auditor	12	14.97	15.17	15.38	15.58	15.80	16.00	16.20	16.41	16.61
Real Estate Public Assistant	Tax/CAUV Specialist	12	14.97	15.17	15.38	15.58	15.80	16.00	16.20	16.41	16.61
Special Tax Assessments	Special Assessment Specialist I	13	15.45	15.66	15.87	16.07	16.28	16.48	16.69	16.90	17.10
Disbursement Specialist	Disbursement Specialist	13	15.45	15.66	15.87	16.07	16.28	16.48	16.69	16.90	17.10
Contracts Deputy Auditor	Contracts Deputy Auditor	14	16.02	16.23	16.43	16.63	16.85	17.05	17.26	17.46	17.66
Real Estate Systems Administrator	Real Estate Systems Administrator	14	16.02	16.23	16.43	16.63	16.85	17.05	17.26	17.46	17.66
Special Tax Assessments	Special Assessment Specialist II	14	16.02	16.23	16.43	16.63	16.85	17.05	17.26	17.46	17.66
Estate Tax Deputy Auditor	Estate Tax Deputy Auditor	14	16.02	16.23	16.43	16.63	16.85	17.05	17.26	17.46	17.66
Real Estate Appraiser III	Apprentice Appraiser	16	17.39	17.59	17.81	18.01	18.21	18.42	18.62	18.84	19.04
Real Estate Appraiser III	Licensed Appraiser	16	17.39	17.59	17.81	18.01	18.21	18.42	18.62	18.84	19.04
Disbursements Deputy Auditor	Disbursements Deputy Auditor	17	18.57	18.78	18.99	19.19	19.40	19.60	19.81	20.02	20.24
Appraiser IV	Certified Appraiser w Bachelors	18	19.55	19.76	19.97	20.17	20.38	20.58	20.79	21.00	21.20

**ATTACHMENT A  
CLASSIFICATIONS**

\*\*\* SUBJECT TO CHANGE WITH ADDITION OF UNPOPULATED CLASSIFICATIONS.

POSITION	GRADE	POSITION	GRADE
Public Assistance Clerk	3	Tax Specialist	11
Deeds Transfer Clerk	4	Tax Specialist I	11
Clerical Staff	5	CAMA Specialist III	11
Disbursement Clerk	5	Special Tax Assessments	11
Clerical / BOR Clerk	5	Public Assistance Specialist	11
Education and Outreach Specialist I	6	Estate Tax Clerk	11
CAMA Clerk	7	Mobile Home Specialist	11
Education and Outreach Specialist III	7	Clerical Specialist	11
Disbursement Specialist	8	Assistant Appraiser	12
Education and Outreach Specialist II	8	CAUV Specialist	12
Clerical / BOR Clerk	8	Reconciliation Specialist	12
Forfeited Land Specialist	8	Homestead Specialist	12
Tax Specialist	8	Weights and Measures Specialist	12
Public Assistance Clerk	8	CAMA Deputy Auditor	12
CAMA Specialist I	8	Tax / CAUV Specialist	12
Payroll Clerk	9	Special Assessment Specialist I	13
Homestead Clerk	9	Disbursements Specialist	13
Reconciliation Accounting Specialist	9	Real Estate Systems Administrator	14
Deeds Specialist	9	Special Assessments Specialist II	14
Education and Outreach Specialist III	9	Contracts Deputy Auditor	14
Real Estate Appraiser I	10	Estate Tax Deputy Auditor	14
Deeds Specialist I	10	Disbursements Float	14
CAMA Specialist II	10	Apprentice Appraiser	16
Payroll Specialist I	10	Licensed Appraiser	16
Special Assessments Clerk	10	Disbursements Deputy Auditor	17
Floater Utility Specialist	10	Certified Appraiser with Bachelors	18
Deeds Specialist II	11	BOR / Clerical Specialist I	11
Payroll Specialist II	11	Manufactured Home Specialist / Deeds	11
Tax / Forfeited Land Specialist	11	BOR Secretary	11

## SIGNATURE PAGE

FOR THE LUCAS COUNTY AUDITOR'S  
OFFICE

*Orinda Lopez*  
Lucas County Auditor

*Margaret L. Lapacke*  
Representative for Management

*Misula Richards*  
Representative for Management

*Brenda G. Meyer*  
Assistant Prosecutor

DATE 10/7/11

FOR THE INTERNATIONAL UNION,  
UNITED AUTOMOBILE, AEROSPACE  
AND AGRICULTURAL IMPLEMENT  
WORKERS OF AMERICA  
UAW LOCAL UNION 12

\_\_\_\_\_  
*Michelle Schudy Unit Chairperson*  
*Terri N. Mack Unit Chairperson*

DATE 10/7/11