

10-MED-12-1810

K28172

STATE EMPLOYMENT
RELATIONS BOARD

2012 FEB 22 P 1:43

1443-05

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

LUCAS COUNTY AUDITORS OFFICE

TEAMSTERS LOCAL 20

EFFECTIVE: April 1, 2010

EXPIRATION: March 30, 2012

22

I. PREAMBLE

This agreement entered into by the Lucas County Auditor, herein after referred to as the "Employer" and Teamsters Local 20 affiliated with the International Brotherhood of Teamsters herein after referred to as the "Union" has entered into this agreement for the purpose to promote harmonious relations between the employer and the Union; the establishment of peaceful procedure for the resolution of differences and the establishment of conditions of employment through collective bargaining.

II. LOCAL 20 RECOGNITION

- (a) The Lucas County Auditors Office agrees to recognize Local 20 of the International Brotherhood of Teamsters as having jurisdiction over and being the sole and exclusive bargaining agent for employees of the Auditors office working in the classifications as defined by the State Employment Relations Board. The Union is recognized as the bargaining agent for the purpose of establishing wages, hours of work, handling grievances and all other conditions of employment.
- (b) New classifications created or positions added shall be the subject of negotiations between and the Auditors Office and the Union to determine if they are to be included herein. If the Auditors Office and the Union cannot reach a mutual agreement relative to any new classification or position within thirty [30] days after the date they were created, then the matter shall be referred to S.E.R.B. for resolution.

III. NONDISCRIMINATION PLEDGE

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, political affiliation, sex or marital status as regards whether an employee can be single or married. The Employer agrees not to discriminate, either for or against any employee, because he/she serves on the Executive Committee or any other legitimate service rendered by the Union.

IV. PROBATIONARY PERIOD AND UNION SECURITY CLAUSE

Employee's in classifications covered in this Collective Bargaining Agreement shall not be represented by the Union until they have completed NINETY (90) calendar day probationary period. Employee[s] THAT HAVE completed THE probationary period shall have their seniority date returned to the original date of hire.

It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Auditors Office in the unit which is subject of this Agreement shall become members of the Union not later than thirty-one (31) calendar days following the beginning of their employment or the effective date of this Agreement, whichever is later; that the continued employment by the County in said union of persons continuing their payment of periodic dues of the Union; and that the continued employment of the persons who were in the employment of the County prior to the date of this Agreement and who are now members of the Union, shall continue upon those persons becoming members of the Union not later than thirty-one (31) calendar days following the effective date of this Agreement. The failure of any person to become a member of the Union as such required times shall obligate the County, upon written notice from the Union to such effect and to further effect that the Union membership was available to such person to maintain his/her Union membership in good standing as required herein shall, upon written notice to the County by the Union to such effect, obligate the County to discharge such person.

V. BULLETIN BOARD

The employer agrees to provide a reasonable sized Union bulletin board that is situated in the work area that can be reasonably seen by the members in the Unit

VI. 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 and by mutual consent of the parties in any event the parties shall make every effort to meet within five (5) workdays after the request is made. The Chief Steward and the Unit Secretary along with the Business Agent will be present if available.

VII. MANAGEMENT RIGHTS

- (a) The Union shall recognize the right and authority of the County Auditor to administer the business of the County, and in additions to other functions and responsibilities which are not mentioned herein, the Union will recognize the County Auditor has and shall retain the full right and responsibility to direct the operations of the County Auditors office to promulgate rules and regulations and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to the following:
 - 1. To manage and direct it's employees, including the right to select, hire, promote, transfer, assign, evaluate lay off, recall reprimand, suspend, discharge or discipline for just cause, and to maintain consistent discipline among employees;

2. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed, including implementation of necessary action in the emergency situations;
 3. To determine the County Auditor's budget, goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively and efficiently meet those purposes;
 4. To determine the hours of work, including overtime, work schedules, and to establish reasonable work rules for all employees.
- (b) The Union recognizes and accepts that all rights and responsibilities of the County Auditor, not specifically modified by the Agreement or ensuing agreements, shall remain the function of the County Auditor.

VIII. PAYROLL DEDUCTIONS/DUES

In recognition of Teamsters Local 20's services to the bargaining unit and to promote harmonious and stable relationships between the bargaining unit and the County, employees within the bargaining unit shall, within thirty-one (31) days of the effective date of this agreement, or their completion of the probationary period, whichever is later, either become members of Teamsters Local 20 or share in the financial support of the Teamsters Local 20 by paying to the organization a service fee not to exceed the amount of dues uniformly required of members of the organization.

The County will deduct any arrears in unpaid union dues, initiation fees, service charges and equal assessments owed to the Union, as well as current union dues, initiation fees, service charges and equal assessments from the paychecks of the employees working in classifications included in the recognition clause herein. Such deductions shall be made **bi-weekly every month** for which the current dues (payable in advance) and any initiation fee or service charges are due the Union. The County further agrees to remit to the Secretary-Treasurer of the Union, dues, initiation fees, service charges and uniform assessments so deducted from the paychecks of the employees covered herein

The Union will establish a rebate procedure for fees deducted from non-members of the Union in accordance with O.R.C. 4117.09.

The Union shall indemnify and save the County harmless against any liability that may arise out of, or by reason of, any actions taken by the County for the purpose of complying with the provisions of this section. In the event that the Union is held to be responsible for the repayment of monies paid to the Union pursuant to this section, the Union, to the extent of those funds actually received, shall reimburse same to the County and/or the designated employees involved.

D.R.I.V.E. The County agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributes to D.R.I.V.E. D.R.I.V.E. shall notify the County of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a quarterly basis and then on a biweekly basis when feasible for all weeks worked. The County shall transmit to D.R.I.V.E. National Headquarters the total amount deducted along with name of each employee on whose behalf a deduction is made, and the amount deducted from the employee's paycheck.

The International Brotherhood of Teamsters shall reimburse the County annually for the County's actual cost for the expense incurred in administering the deduction plan.

IX. RIGHT TO VISIT

An authorized representative of the Union shall have the right to visit the premises at any time during the working hours for the purpose of investigating current working conditions and compliance with the terms herein, provided such representative reports to an official of the County provided one is available. Such visit shall be made in a manner as not to disrupt County AUDITOR operation.

X. DIRECT DEPOSIT

The County agrees to offer employees, who complete the direct deposit form, the option of a full or partial deposit to a participating financial institution INCLUDING THE TEAMSTERS FEDERAL CREDIT UNION.

XI. UNAUTHORIZED ACTIVITY CLAUSE

- (a) The Union shall not directly nor indirectly call, sanction, encourage, finance and/or assist in any strike, walkout, work stoppage or slowdown in any operation or operations of the Employer during the term of this Agreement.
- (b) It is understood and agreed that the Union shall have no financial liability for unauthorized acts of its members or its members or agents, nor shall the Union be financially liable for the unauthorized acts of its members or agents and whom the Union cannot control. It is agreed, however, that in the event of any such unauthorized or uncontrolled action, the Union shall, on receiving notice thereof, promptly notify its members/agents; orally and in writing that such action is prohibited and offer the members/agents to cease such action and/or return to work if there should be a work stoppage.
- (c) The Union shall, as soon as practical, notify the Employer in writing that the action of the Union members or agents was unauthorized.
- (d) The Employer shall have the right to discipline employees responsible for any unauthorized activities in violation of the terms of this Agreement, and only an

issue of fact as to whether the employee(s) participated in, engaged in, or encouraged any violation of this Article is subject to the Grievance and Arbitration provisions of this Agreement.

- (e) The Employer shall not lock out any employees for the duration of this Agreement.

XII. GRIEVANCE PROCEDURE

It is the mutual desire of the Auditors Office and the Union to provide for prompt adjustment of grievances in a fair and reasonable manner, with the minimum amount of interruption of work schedules. Every reasonable effort shall be made by both parties to affect the resolution of grievances.

1. Definition

A grievance is hereby defined to be any controversy misunderstanding or dispute arising from the interpretation, application or observance of any specific provision herein or any supplement hereto.

2. Grievances Procedure

STEP 1: Any employee electing to process a grievance through the grievance procedure shall, within five (5) working days after the employee's knowledge of the event giving arise to the grievance will see their immediate supervisor who will promptly send for the Chief Steward or Unit Secretary in the absence of the Chief Steward within the unit. The employee and the Chief Steward will discuss the grievance with the supervisor who will make every reasonable effort to effect a settlement in accordance with the provisions of the Agreement.

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

STEP 3: If the grievance is not resolved by the supervisor within the specified time, it will be presented to the Auditor's Human Resources designee. A meeting will be scheduled within five (5) working days with the Grievant, the Chief Steward and the Human Resources designee. The Human Resources designee will prepare and return his/her written answer to the grievant/Chief Steward within five (5) working days of the meeting.

STEP 4: If the grievance remains unresolved as defined in Step 3 above, the Union may request a meeting with the Auditor or his/her designee within three (3) working days of the receipt of the answer in Step 3 about and will consist of the Bargaining Agent, the grievant and the Chief Steward or others that may effect a resolution. The Auditor or

his/her designee will prepare and return a written answer the same to the parties defined about within five (5) working days of said meeting.

STEP 5: If a grievance remains unresolved in the steps enumerated above the Union may within thirty (30) calendar days of receipt of the answer from the Auditor or his/her designee, submit a letter of intent to Arbitrate said grievance.

STEP 6: Binding Arbitration: All grievances may be submitted to binding arbitration at the request of either party within thirty (30) calendar days after the union's submission of its intent to arbitrate.

- (a) If the parties cannot agree on an arbitrator, the Federal Mediation and Conciliation Service shall be requested to provide a list of seven (7) 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.
 3. The fees and expenses of the arbitrator shall be shared equally between the two (2) parties.
 4. Employees called as witnesses by either party shall receive their regular rate of pay while attending such hearing.
 5. All other expenses for witnesses or otherwise shall be borne by the party incurring the cost.
- (b) The arbitrator shall not be empowered to rule contrary to, to amend, add to or eliminate any of the provisions of this Agreement, nor shall the arbitrator rule in such a way as to the contrary to the legal duties of the County Auditor
- (c) The parties may mutually agree in writing to waive any time limits in any step in the process. Such waiver shall not affect the time limits provided herein for any other grievance.
- (d) All cases involving a manager being discharged, the matter will be handled through mediation between the parties. If the parties are unable to reach a settlement through the mediation process and recommendation, the employee shall be provided an opportunity to proceed as a grievant through the State of Ohio Personnel Board of Review.

XIII. DISCIPLINE

SECTION 1: No employee shall be disciplined without just cause. The discipline of any employee will normally follow the principle of progressive disciplinary action through a system of oral and /or written reprimand, suspension, and dismissal.

SECTION 2: No employee shall be discharged, suspended, or reduced in position or pay with out first being given a hearing by the Employer, with an officer of the Union present at such hearing, in accordance with Revised Code Section 124.34.

SECTION 3: An ASSISTANT MANAGER without documented disciplinary action for the proceeding calendar year is entitled to TWO (2) additional Personal Days per calendar year.

XIV. SENIORITY

- (a) Seniority shall accrue to regular full time employees of the Auditor's Office and shall be based upon the total length of continuous service with the Auditor's Office, and shall be used for the purpose of determining layoff and recall rights.
- (b) The seniority date of an employee shall be the date of the employee's hire as a permanent employee. Then upon the employee's successful completion of the employee's initial probationary period in the permanent position, the employee's seniority date shall be the date of original hire within the unit, (c) An employee transferring into the unit, County time shall be counted only for the purpose of vacation or other accrued time.

Unit Seniority

Bargaining unit seniority shall be defined as the length of service with the Auditor's Office. All employees on the seniority list at the time of ratification will maintain all wages, bonuses, incentives and other benefits/or letters of agreements in place as of the date of ratification for the life of this agreement.

Seniority List

The Auditor's Office shall provide seniority lists. These lists shall be kept up to date and give the employee's County-wide seniority date and current permanent classification seniority date. The list shall be posted for all employees to see. These lists shall be furnished to the Union as needed, or if any changes are to be made to such lists.

Seniority – Stewards

Local 20 Stewards, during the term of their office, shall have top ranking seniority for the purpose of layoff and recall. The Steward shall be entitled to hold or **exercise** top ranking seniority solely within the work unit elected. For the purpose of this section only, work unit seniority shall be defined to mean Auditor's Office.

Seniority During Military Service

- (a) Regular employees who leave the service of the County to enter that of the United States Armed Forces, or the services of the U.S. Maritime Commission, or who are drafted by the United States Government for civilian services, will upon their return, within (90) days from release from such services, be granted all seniority rights as if continuously employed by the County during such service.
- (b) Sick leave accrued prior to the date of an employee's entrance into the military service shall be preserved until his return to County employment.
- (c) Whenever vacancies occur in the classified service by reason of military leaves of absences, appointments may be made for the duration of the emergency or earlier return to the Auditor's Office. All such appointments shall be subject to the priority rights of the permanent employees granted military leaves.

Seniority During Industrial Disability

An employee who is unable to work because of industrial (service connected) disability shall accumulate seniority during this period of sickness or disability not to exceed three (3) years duration, unless by mutual agreement this period is extended in writing. Individuals returning to work under this provision will be reviewed by the Human Resources to determine if they possess the necessary qualifications to perform the job they are returning to.

XV. LOSS OF SENIORITY

An employee shall be given written notice of the reason for loss of seniority and shall be given the opportunity of having a hearing before such action is taken as defined below. The seniority of the employee shall be considered broken and the employee terminated for the following reasons:

- (a) The employee resigns his position in the service.
- (b) The employee is discharged for just cause and the discharge is sustained.

- (c) After recall notice has been sent to the employee and the employee fails to report for work after fourteen (14) calendar days provided said notice is sent certified mail.
- (d) The employee is absent on his own accord for a period of more than three (3) consecutive workdays, and fails to properly apply for a leave of absence.
- (e) The employee fails to return at the expiration of an approved leave of absence.
- (f) An employee enters employment for another employer or becomes self-employed while on leave.

XVI. SICK LEAVE / TRANSFER DAYS / PERSONAL DAYS SICK LEAVE

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 Director of Human Resources or approval of Departmental Supervisor or Director, for absence due to personal illness, pregnancy, injury, medical exams and appointments, or illness, injury, medical exams and appointments, or death of an employee's immediate family. Employees may also use sick leave for the purpose of donation of leave to co-worker in accordance with the Auditor's Office leave donation program and in accordance with leave donation program guidelines contained in section 124.391 of the O.R.C.

Immediate family, for the purpose of sick leave, will be defined as it is in section 123:1-47-01 of the O.A.C. "Immediate family" means an employee's spouse, parents, children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, step parents, step children, step-siblings, or a legal guardian or other person who stands in the place of parent (in loco parentis).

Sick leave cannot be used in the same pay period in which it was accrued. Unused sick leave shall be cumulative without limit. All sick leave shall be taken in fifteen (15) minute increments. 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. Employees shall be charged sick leave only for the days and hours for which they would have otherwise been regularly scheduled to work. Sick leave taken shall not exceed the amount of time an employee would have been regularly scheduled to work in any pay period. Sick leave credit shall be prorated to the hours of completed service in each pay period in accordance with O.A.C. 123:1-32-03(a), 123:1-47-01(a) (24),

Foreseeable sick leave should be requested and scheduled in advance of the day that leave is needed. In unforeseeable and emergency situations relating to sick leave, notification must be made to the Director of Human Resources before your starting time or before leaving the workplace.

The previously accumulated sick leave of an employee who has been separated from the public service shall be placed to the employee's credit upon their 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/her accumulated sick leave. All leaves provided in the contract run concurrent with any leave granted under FMLA.

Notification for use of sick leave

An employee who is unable to report to work, and who is not on a previously approved leave shall be responsible for notifying the Director of Human Resources that he/she will be unable to report for work. The notification must be made in advance of the time the employee is scheduled to report for work, unless emergency conditions prevent such notification.

In the case of a condition requiring extended use of sick leave, exceeding three (3) consecutive work days, a physician's statement specifying the employee's inability to report to work and the probable date of recovery shall be required.

Abuse of sick leave

The employer can require medical verification and/or take disciplinary action if chronic, excessive, or abuse of sick leave is suspected, consistent with the requirements of FMLA and ADA. (Examples include, but are not limited to, patterned use of sick leave, consistent one day sick leave usage, limited amount of sick leave on books, with or without prior medical verification.) Falsification of either written, signed statement or a physician's certificate shall be grounds for disciplinary action, up to and including dismissal.

If it is found that a leave is not actually being used for the purpose for which it was granted, the leave may be cancelled immediately and the employee will be subject to disciplinary action up to, and including, termination.

When an employee has exhausted sick leave, the employee shall not be allowed to automatically use vacation, personal, or compensatory time, such use will be allowed only at the discretion of the employer.

Transfer Days

A regular full time Managers/Supervisors employee's of the county shall be entitled to transfer five (5) sick days to vacation and/or personal time each year of the contract.

Flex Time

Subject to the discretion of the Auditor or her designee each Manager covered by this Agreement shall be permitted to alter his/her schedule to meet a reasonable personal need, provided forty (40) hours of work is completed for the week. The parties agree that this provision is not intended to create a new benefit, but however, to maintain the benefit and utilization that existed prior to the date of this agreement (i.e., existing altered schedules). The parties agree that all paid time off request will not be unreasonable denied.

The Managers shall be provided flex time for hours of work outside the normal course of operations. The parties understand that this time shall be afforded to the employees for extraordinary circumstances (i.e., Road Shows) and shall be provided as proscribed by the Auditor or her designee consistent with the manager's schedule.

Personal Days

All Manger/Supervisors will be allowed five (5) personal days and All Assistant Managers will be allowed Two (2) personal days each year. effective December 31, 2012 all employees of this Collective Bargaining Agreement will be allowed two (2) personal days each year.

No personal days for Managers/Supervisors can be used until pay period two (2) of the New Year. In 2010 and 2011 only, the Auditor will provide the Managers/Supervisors an opportunity to opt for a cash payout of three (3) personal days. This opportunity shall be subject to budgetary constraints as determined in sole discretion of the Auditor. If, however, the Auditor determines that the budget can not afford the cash-in of personal days the three (3) personal days shall remain on the books until utilized by the employee.

In addition, Beginning in 2010, the Managers will be afforded a Quality professional development day with the Lucas County Auditor, which if not utilized will be converted to one (1) personal day.

XVII. HEALTH INSURANCE

Members of the bargaining unit shall be covered by the Lucas County Health Plan Document. Members of the bargaining unit shall not have their health benefits reduced to less than that offered through the Lucas County Health Plan Document. All health benefits in effect as of this date shall remain in effect for the duration of this Collective Bargaining Agreement or as defined by the cost containment committee.

XVIII. LIFE INSURANCE

Members of the bargaining unit shall be covered by a \$40,000.00 life insurance policy. Said policy shall be in effect for the life of the collective bargaining agreement. In the even the County Commissioners increase this benefit; said increase shall be given to members of the bargaining unit. However in no event shall this benefit be decreased during the term of this contract.

XIX. VACATIONS

Vacations with pay are granted to all permanent employees in recognition of accrued service so that the employee may be free from the regular duties of employment to enjoy a period of rest and relaxation. An employee is allowed to take vacation leave as it is accrued providing they have completed one year of service. While every effort will be made to give employees their requested vacation time off, the Director of Human Resources and/or designee will consider and approve requests based on the least interference with the efficient running of the office. Conflicts in the scheduling of vacations will be resolved on the basis of seniority. Vacation slips must be turned in to the Director of Human Resources or their immediate supervisor with prior approval.

Under one year no annual vacation but the employee will accrue at a rate of 3.1 hours
Two (2) weeks after completing one (1) year
Three (3) weeks after completing five (5) years
Four (4) weeks after completing eleven (11) years
Five (5) weeks after completing nineteen (19) years
Six (6) weeks after completing twenty four (24) years

Vacation leave is earned during the time an employee is on active pay status including holiday time, sick time and vacations, but it is not earned while on an unpaid leave. An employee who is on active pay status for less than the required hours in a pay period will be credited with partial vacation leave based on the actual number of hours worked.

An employee should take vacation leave during the year it is accumulated. Special permission must be granted by the Auditor if the employee desires to carry over more than one year accumulated vacation time from one year to the next. The employee must submit a written request to the Auditor. A decision will be noted on the request and a copy returned to the employee within ten (10) days.

The Lucas County Auditor will allow all employees subject to this agreement on their anniversary date to retain one (1) year of vacation accrual of the employee. In addition, the employee shall be able to one (1) year of accumulated personal time which shall not be forfeited at the end of the year.

Service with any state agency, county agency, or county health district is counted toward total years of service. The service need not be continuous. Time spent on an authorized

leave of absence shall also be counted toward total years of service even though vacation leave is not earned during that time if the leave is unpaid.

An employee who has transferred from part-time status to full-time and has been on a full-time status for over one year will receive his vacation entitlement based on his years of service. This service time will include any time spent on part-time status on a prorated basis.

Upon separation from service an employee is entitled to compensation for any earned but unused vacation leave. Vacation pay is based on the employee's base rate of pay. No payment will be made for employees having less than one year of full-time service with the Lucas County Auditor's Office.

Employees who transfer from the Lucas County Auditor's Office to another governmental agency will be paid for any accumulated but unused vacation leave by the Auditor's Office at the time of the transfer. The service time of the employee will be documented and forwarded by the Auditor's Office to the new employer.

Employees transferring to the Lucas County Auditor's Office from another government agency with more than one year of total service will be allowed to take their vacation leave as it is accrued. Employees transferring with less than one year of total service will be entitled to vacation leave on a pro-rated basis after completion of a total of one year of state service. Thereafter, vacation leave may be taken as accrued.

In the case of the death of an employee, any earned but unused vacation leave shall be paid to the date of the death to the deceased employee's estate. If one of the days designated as a holiday fall during an employee's vacation, the holiday will not be charged to the employee's vacation leave. If an employee who is on vacation leave is admitted to the hospital or if there is a death in the employee's immediate family the employee may charge such vacation leave to sick leave providing there is sufficient sick leave to cover the absence.

XX. FUNERAL PAY

A regular full-time employee shall be granted three (3) days funeral 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, stepmother, stepfather, step brother, sister and **all step application**, grandmother, grandfather, grandchild, and any other relative residing in the household of the employee.

In the event of the death of the employee's father, mother, brother, sister, spouse, or child, the employee upon giving notice, shall have the right to take up to an additional three (3) days of sick pay. If sick pay is not available, personal or vacation accumulated days may be used.

In the even the third day of such period of mourning falls on Saturday, Sunday or a recognized holiday, then the employee shall be allowed the first scheduled work day thereafter. Should a death or burial in the immediate family occur in a city located more than one hundred fifty (150) miles from Toledo, an additional two (2) days for travel shall be granted and paid.

An employee may take one (1) or two (2) days to attend the funeral and reserve a day to attend to legal matters made necessary by the death, but such time provided herein shall be taken within one (1) week from the date of the burial. This benefit shall also be extended when the **relative is a veteran and** is being returned for burial.

One (1) day of funeral pay shall be granted to attend the funeral of the employee's aunt, uncle, cousin, niece, nephew, if such funeral occurs on a regular work day and if such employee was scheduled to work that day.

XXI. JURY DUTY

- (a) Any regular employee of the County who is required to serve on the jury in any court of record shall be paid regular rate of pay during such period.
- (b) In order for an employee to receive pay under this Section, the employee must secure a certificate from the Clerk of Court in which he served evidencing the fact of his having been required to serve.

XXII. MILITARY PAY

A regular employee of the County who is on short-term military training duty shall be paid the difference between the employee's regular rates of pay, the employee would have if he/she had worked and the pay the employee received from the Military Service for such period, for up to thirty-one (31) calendar days in any year. This pay is not for the purpose of attending monthly organizational or training meetings in a reserve unit.

XXIII. PAID HOLIDAY PAY

All regular **Auditors** employees who have completed their probationary period shall be entitled to **twelve full (12) paid holidays** and **two (2) half-day holidays** as set forth below. To be entitled to receive pay for the holidays the employees shall be in an active pay status on the day before and the day after the holiday. **If the employee is on a paid sick leave, they are required to provide medical verification in order to be compensated for the holiday.**

Paid Holidays as follows:

New Year's Day
Martin Luther King Day
President's Day (3rd Monday in February)
Half-day Good Friday
Memorial Day (last Monday in May)
Fourth of July
Labor Day
Columbus Day (2nd Monday in October)
Veterans Day (November 11)
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Eve ½ Day (the last regular work day before Christmas Day)
Christmas Day
Cesar Chavez Holiday March 31

XXIV. UNEMPLOYMENT COMPENSATION

The County shall continue to extend the provisions of the Ohio Unemployment Compensation Law to County Employees.

XXV. GENERAL WAGE INCREASE

Effective on the first day of the first full pay period after the acceptance of this Collective Bargaining Agreement by the Lucas County Commissioners, all employees' wage rates working in permanent classifications as provided by this Collective Bargaining Agreement shall be increased by zero (0) percent. The parties agree to a wage re-opener in 2010, 2011 and bargain to agreement. The Lucas County Auditor and the Teamsters agree to meet within the next sixty (60) days in order to develop a longevity schedule for the employees.

*6.10.11
JAA*

*JAA
5.24.11
JAA*

WAGE CHART

POSITION	Number of Employees	1-120 DAYS	120 DAYS - 1 YEAR	AFTER 1 YEAR	AFTER 3 YEARS	AFTER 5 YEARS	AFTER 7 YEARS	AFTER 10 YEARS	AFTER 14 YEARS	AFTER 19 YEARS
<i>Commercial Appraiser Supervisor</i>	1									31.88
<i>Residential Appraiser Supervisors (only 1)</i>	1									30.13
<i>GIS Manager</i>	1									28.85
<i>GIS Programmer Managers (only 1)</i>	1									28.44
<i>Payroll Supervisor</i>	1									24.04
<i>Assistant to the Director of HR/Labor Relations</i>	1									20.35
<i>CAMA Supervisor</i>	1									19.87
<i>Assistant to the Director of Real Estate</i>	1									14.28
<i>Assistant Managers</i>	3									18.92
<i>Chief account</i>	1									31.25
<p><i>And any other employee that falls within the jurisdiction of this agreement such as Quality control manager, scanning manager and any others pertaining to are work of supervision, manager, assistants, shall maintain the current rate of pay as determined by the parties..</i></p> <p><i>Falls within 5.24 5/26</i></p>										<p>The employee wages remain the same but will re-opened at the wage re-opener as defined in this agreement.</p>

The parties also agree to provide the employees of this agreement with any wage increase provided to any other Lucas County Auditor EMPLOYEES. The County Auditor has agreed this unit will be brought up to that same percentage of increase, on the day the increase takes effect. This provision shall apply to wages only and shall not be subject to other benefits provided in any other collective bargaining agreement.

In the event the County Auditor institutes furlough Days for all departments. The Auditors Managers and Assistant Managers will agree to no more than three (3) days off in 2010

SECTION 3 - PROFESSIONAL DESIGNATION INCENTIVE PROGRAM

The following are monetary incentives for achieving state-certification, professional ad valorem, and appraisal designations and shall be subject to budgetary constraints as determined in the sole discretion of the Lucas County Auditor. Each employee shall submit to the Auditor and/or their designee a learning pathway plan:

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)

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)

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)

APPRAISAL INSTITUTE

<u>Category</u>	<u>Incentive Increase</u>
-----------------	---------------------------

- | | |
|--|--------------|
| 1) SRA (Residential) | \$1000/annum |
| 2) SRPA or MAI (Res/Comm/Ind) | \$4000/annum |
| (Maximum incentive increase allowed - \$4000/annum) | |
| (Membership, candidacy fee, annual dues and continuing education classes paid by County) | |

NATIONAL ASSOCIATION OF INDEPENDENT APPRAISERS

<u>Category</u>	<u>Incentive Increase</u>
1) IFA (Residential)	\$1000/annum
2) IFAA (Agriculture)	\$1000/annum
3) WAS (Senior Member)	\$1500/annum
(Maximum incentive increase allowed - \$ 1500/annum)	
(Membership, candidacy fee, annual dues and continuing education classes paid by County)	

The following are monetary incentives for achieving Mapping and Geographic Information System (GIS) professional designations:

GIS Certificate Institute

<u>Category</u>	<u>Incentive Increase</u>
1) GISP (Certified Geographic Information System Professional)	\$1000/annum
(Maximum incentive increase allowed - \$1000/annum)	
(Application, Test fee, annual certification renewal and continuing education classes paid by County)	

IAAO DESIGNATIONS

<u>Category</u>	<u>Incentive Increase</u>
1) CMS (Cadastral Mapping Specialist)	\$2000/annum
(Membership, candidacy fee, annual dues and continuing education classes paid by County)	

CPA's and other professional people that have to maintain licenses and/or continuing education, the LCA will follow the guidelines listed below:

(Maximum incentive increase allowed - \$1000/annum)
 (Application, Test fee, annual certification renewal and continuing education classes paid by County)

NOTE: Maximum
 Accumulative
 Incentive increase
 Allowed \$7000/year.

XXVII. OVERTIME

Assistant Managers overtime will not be paid in a workweek until the employee exceeds forty (40) hours in active pay status. Any approved paid leave shall be counted as hours worked in computing overtime pay. Thus, all scheduled work time in excess of forty (40) hours in active pay status, shall be overtime and shall be compensated at the rate of time and a half (1 ½ times) the employee's regular rate of pay. All work performed on Saturday or Sunday shall be paid at the rate of time and a half (1 ½ times) the employee's regular rate of pay. It is understood that overtime work is voluntary and may be refused by an employee, unless the Lucas County Auditor determined 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 seniority. Voluntary overtime will be offered to the most senior qualified employee in 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 employees who accepted overtime. When overtime is requested, the supervisor will notify the steward(s). The steward(s) will contact all available employees according to the overtime list and notify the supervisor of those employees who will work the overtime. The overtime list will be jointly maintained by the supervisor and steward on each floor.

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.

XXVIII. COMPENSATORY TIME

An Assistant Manager who has worked overtime shall be allowed to accumulate compensatory time at double time (2 times) instead of the overtime rate, in lieu of pay, if 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 proper notice to the supervisor or may be assigned by the Lucas County Auditor or her designee.

XXIX. PREVENTATIVE HEALTH CARE RELEASE

The Auditor and the Union agree that access to preventive health care is an effective way to reduce overall health care cost to the employee and Lucas County. The Auditor agrees to release employees for a full day from work, with pay, to seek each

of the following preventive health care VISITS: (1) An initial visit to the Lucas County Wellness Coaches for health assessment; (2) annual Prescription Drug Plan Day; (3) annual mammograms; (4) annual PAP smears; AND (5) annual Prostate exam.

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

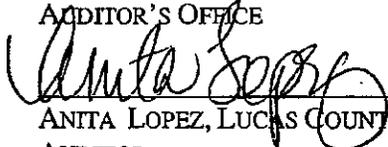
The employee is responsible for presenting documentation that the above visit/exams were accomplished to be paid for the time/day.

XXIX. DURATION

The economic and non-economic portion of this Agreement shall be effective as of the 1st day of April 2010 and shall remain in full force and effect until the 30st day of March, 2012, 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 over items of an economic and non-economic nature during the term of this Agreement.

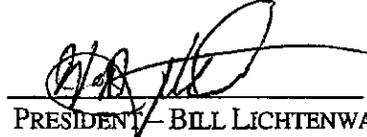
In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in this provision.

FOR THE LUCAS COUNTY
AUDITOR'S OFFICE

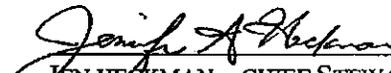

ANITA LOPEZ, LUCAS COUNTY
AUDITOR

DATE: _____

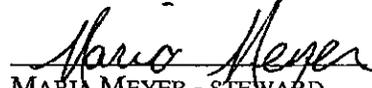
TEAMSTERS LOCAL 20


PRESIDENT - BILL LICHTENWALD


CHUCK COLLINSON - AGENT


JEN HECKMAN - CHIEF STEWARD


DAVE MCDOWELL - STEWARD


MARIA MEYER - STEWARD

DATE: 5/24/2010