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STAFF EMPLOYMENT  
RELATIONS BOARD

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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

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

**AND**

**LUCAS COUNTY BOARD OF COMMISSIONERS,  
and  
LUCAS COUNTY DEPARTMENT OF JOB & FAMILY  
SERVICES- DIVISION OF CHILD SUPPORT**

**February 1<sup>st</sup>, 2012- January 31, 2015**

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## **1. AGREEMENT**

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

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

## **2. DEFINITIONS, FORMAT & TIME COMPUTATIONS**

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

### **2.1 Definitions**

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

### **2.2 Format**

The 2012 Collective Bargaining Agreement may be referred to as the "2012 CBA" or as "12 CBA, or "agreement." References to the singular may also refer to the plural, and vice versa, depending upon context.

## **2.3 Time computations**

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

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

## **3. NONDISCRIMINATION**

### **3.1**

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

### **3.2**

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

### **3.3**

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

## **4. HARASSMENT**

It is the policy of the Board of Lucas County Commissioners to guard against any improper conduct in all of its departments, divisions, agencies and boards so as to maintain a quality working environment for all of the employees of the Board of Lucas County Commissioners in that they may work free from discrimination, intimidation, humiliation, insult, ridicule, offensive physical or verbal abuse of a sexual, ethnic, racial or religious nature per policy established by resolution no. 92-212.

## **5. FINANCIAL INFORMATION**

The Employer shall provide the Union local unit chairperson with all related budget information upon request. Budget items for the legal department shall be discussed in Labor-Management meetings, pursuant to Article 12.

## **6. SENIORITY**

### **6.1 Definition**

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

### **6.2 Distribution of Offices**

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

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

### **6.3 Accrual**

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

### **6.4 Retention of Accrued Seniority for Current Attorneys**

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

### **6.5 Seniority List**

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

### **6.6 Loss of Seniority**

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

## **6.7 Layoffs and Recall**

### **(A) Notice of Layoff**

The employer shall lay off attorneys according to the procedure outlined in Section 124.321 to 124.327 of the Ohio Revised Code and the rules of the Director of Administrative Services. The Union shall be notified thirty (30) days in advance of the proposed layoff. The parties shall meet to discuss the proposed layoff.

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

All layoffs shall be in order of reverse seniority within the attorney's classification. An attorney in a higher bargaining unit job classification who is laid off shall have the right to exercise bumping rights, bumping the least senior attorney in the next lower job classification.

### **(B) Voluntary Layoffs**

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

### **(C) Order of Layoffs**

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

### **(D) Recall**

The Employer will maintain a recall list of all Attorneys on layoff. When an opening occurs in the bargaining unit, the most senior Attorney on the recall list will be offered the position. Attorneys shall remain on the recall list for eighteen (18) months after the date of their layoff. Before a new attorney may be hired into a bargaining unit position, all laid off Attorneys still properly on the recall list must have refused an offer of the open job. In order to be maintained on the recall list, all laid-off Attorneys shall furnish the Employer with their current address. An Attorney who cannot be reached at the provided address or who does not respond to a recall offer within two (2) weeks of the date of receipt of a certified mail offer shall be presumed to have refused recall.

### **(E) Continuation of Insurance**

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

### **6.8 Job Posting and Bidding**

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

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

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

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

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

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

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

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

### **6.9 Job Postings**

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

## **7. PERFORMANCE EVALUATIONS**

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

Performance evaluations are grievable.

## **8. PERSONNEL FILES**

### **8.1 Files**

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

### **8.2 Employee Access and Response**

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

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

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

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

### **8.3 Expunction**

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

### **8.4 Non-Disclosure**

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

## **9. DISCIPLINE**

### **9.1 Reasons For Discipline**

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

his/her designee.

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

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

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

When an attorney is to be disciplined, the charges shall be reduced to writing. The charges shall be given to the attorney, the Steward and the Chapter Chairperson within ten (10) working days of the Employer's knowledge of the incident. An attorney shall have the right to appeal disciplinary action through the Grievance Procedure. When filing a grievance concerning a suspension, or removal, the grievance shall be submitted to the Child Support Enforcement Director at Step 3 of the grievance procedure.

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

## **9.2 Types and Extent of Discipline**

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

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

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

## **9.3 Pre-Disciplinary Meetings, Counseling**

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

agreement.

If the disciplinary action being considered is a suspension of ten (10) days or less, the pre-disciplinary meeting will be before the Director. The meeting shall serve to allow the affected employee and the Union to present its side of the issue(s) before any recommendations regarding any potential discipline are sent forward by the Director or designee to the County Administrator, who will impose disciplinary action, if any.

If the disciplinary action being considered is a suspension of greater than ten (10) days, a demotion or removal, then the pre-disciplinary meeting will be held before a panel that includes the County Administrator, the Director, and a third person designated by the Board of County Commissioners. The meeting shall serve to allow the affected employee and the Union to present its side of the issue(s) before the panel determines what, if any, disciplinary action will be imposed.

Records of suspension shall cease to have force and effect twelve (12) months from the date of issuance and shall upon the written request of an attorney, be removed from the personnel file, provided that no intervening discipline has occurred. Written reprimands and warnings or derogatory notations shall cease to have force and effect twelve (12) months from the date of issuance and shall upon written request of an attorney, be removed from the personnel file, providing no intervening discipline has occurred.

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

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

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

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

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

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

#### **9.4 Resignation in Lieu of Removal**

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

### **9.5 Appeal of Disciplinary Hearing**

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

### **9.6 Employee Assistance Program**

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

## **10. UNION RIGHTS**

### **10.1 Recognition**

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

### **10.2 Union Dues Collection**

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

### **10.3 Union Security (Fair Share)**

All attorneys in the bargaining unit who thirty (30) days from the date of hire are not members in good standing of the Union, shall pay a fair share fee to the Union. The fair share fee amount shall be certified to the Employer by the Treasurer of the Local Union.

The deduction of the fair share fee from any earnings of the attorney shall be automatic and does not require a written authorization for payroll deduction. Payment to the Union of fair share fees shall be made in accordance with regular dues deductions as provided herein, including the written accounting required by Section 10.2. The Union agrees to hold harmless the Employer against any and all claims which may arise in the Employer's implementation and administration of the fair share provisions.

### **10.4 Steward's Duties**

The Union shall be permitted one (1) Steward.

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

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

Meetings during working hours for the conduct of Union business will be restricted to attendance by the Steward or the Chairperson or his/her designee. The aforementioned persons must notify their supervisor when using this provision in such a manner so as to not interfere with the immediacy of job requirements, unless properly relieved. The Union Steward or Chairperson, or his/her designee, shall be permitted reasonable time to conduct union business in the Legal Department represented by this agreement. Abuse of these general provisions can lead to disciplinary actions, but whenever possible, abuses shall first be discussed in a labor-management meeting.

### **10.5 Representatives of Union**

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

### **10.6 Continuation in Pay Status**

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

### **10.7 Bulletin Boards**

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

### **10.8 Use of Facilities**

The Union may use the Employer's premises for Union meetings one hour before and one hour after regular working hours, as well as during the lunch hour. Union meetings shall not interfere

with the operations of the agency. The Union shall request advance permission for the use of any common areas, and permission shall not be unreasonably withheld. Bargaining unit members shall have the right to use Agency phones, provided that calls are kept to a minimum, do not interfere with the normal functions of the office, and are charged to the attorney's personal or Union account, not to the Agency.

### **10.9 Mailboxes**

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

### **10.10 Union Leave**

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

## **11. MANAGEMENT RIGHTS**

### **11.1**

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

### **11.2**

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

A. Determine matters of inherent managerial policy which includes, but is not limited to areas of discretion or policy such as its functions and programs, standards of services, its overall budget, utilization of technology and organizational structure;

B. Determine the overall methods, process, means or personnel by which the Department's operations are to be conducted, including the introduction of new methods to the work force;

C. Determine the adequacy of the work force in terms of size, quality and position qualification

D. Suspend, discipline, demote, discharge for just cause, or layoff, transfer, assign, schedule, promote or retain attorneys;

E. Direct, supervise, evaluate, or hire attorneys;

F. Maintain and improve the efficiency and effectiveness of Department operations, including

the allocation and assignment of work, fixing standards of quality and quantity of work to be done, and reorganization of the Agency structure due to lack of work, lack of funds, or for greater efficiency. The parties recognize that an attorney's professional judgments will be considered in the application of this section of Article 11.

G. Determine the Department's overall mission as a unit of government.

H. Effectively manage the work force.

I. Take actions necessary to carry out the Department's governmental mission

### **11.3**

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

### **11.4 Work Rules**

The Employer has the right to establish reasonable work rules. The Employer and the Union shall discuss changes in existing work rules or new work rules before they are implemented. Except for emergency situations, work rules shall be posted for five (5) working days before they are implemented. The Union may grieve on the basis of the reasonableness of the work rules.

## **12. LABOR-MANAGEMENT**

### **12.1 Labor-Management Meetings**

Labor-Management meetings shall be held upon request of either party to discuss pending problems and/or matters of mutual concern. Such meetings shall be convened as soon as possible. The parties shall discuss any items brought to Labor-Management meetings.

The Union may be represented by the Unit Chairperson, the Vice-Chairperson and upon mutual agreement, an additional representative may attend. Management may be represented by a reasonable number of authoritative representatives.

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

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

Within fifteen (15) working days from the date of any Labor-Management meeting, Management

or the Union shall respond either orally or in writing to the other party on any issues which require an answer.

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

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

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

## **12.2 Response to Communications**

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

## **12.3 Printing Costs**

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

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

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

## **12.4 Court Meetings Participation**

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

## **13. DEDUCTIONS**

### **13.1**

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

### **13.2 V-CAP**

During the life of this Agreement, the Employer agrees to deduct from the pay of each attorney voluntary contributions to UAW V-CAP, provided that each such attorney executes or has executed an Authorization for Assignment and Check-off of Contributions to UAW V-CAP

form; provided further however, that the Employer will continue to deduct the voluntary contributions to UAW V-CAP from the pay of each attorney for whom it has on file an unrevoked authorization form.

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

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

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

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

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

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

#### **14. PROBATIONARY PERIODS**

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

##### **14.1 Initial Probationary Period**

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

##### **14.2 Promotion or Transfer Probationary Period**

The promotion or transfer probationary period shall be ninety (90) calendar days. The attorney who has been promoted or transferred shall have the right to return to his/her previous position at any time during the probationary period. The Employer may return the attorney to his/her previous position at any time during the probationary period. In the event of a promotion or

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

## **15. EMPLOYMENT SECURITY**

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

## **16 GRIEVANCES**

### **16.1 Definition**

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

### **16.2 Grievance Procedure**

Upon the determination that a grievance exists, the steps toward resolution shall be:

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

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

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

**Step 4:** If the grievance is not resolved through the above procedure, the grievance may be submitted to the Director of H.R. Department of the Board of County Commissioners within five

(5) working days after the answer in Step 3. The grievance must include the written responses from each step of the procedure.

A hearing with the Board of County Commissioners will be held monthly. All grievances submitted by the Union before the previous month's deadline will be heard. The deadline is the third Friday of the previous month. Requests submitted after the deadline shall be heard at the next scheduled hearing. The County Commissioners, or designee will attempt to render a written decision within seven (7) working days after the hearing.

A. Grievances that effect more than one (1) classification shall be presented at Step 3 of this procedure.

B. In the event that the Employer fails to respond within the specified time in Steps 1, 2 or 3, the grievance will automatically move to the next step.

C. Grievances filed pursuant to Article 12 (Job Posting and Bidding) will be filed at Step 3 of the Grievance process

D. A copy of all grievances filed will be submitted to the Employee Relations Specialist in the Human Resources Department.

**Step 5: Binding Arbitration:** All grievances may be submitted to binding arbitration at the request of the Union.

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

1. Alternately, one (1) name shall be struck from the list until one (1) name remains and that person shall be the arbitrator.

2. The right to strike the first name shall be determined by lot.

B. The fees and expenses of the arbitrator shall be shared equally between the two (2) parties.

1. Attorneys called as witnesses by either party shall receive their regular rate of pay while attending such hearings.

2. All other expenses for witnesses or otherwise shall be borne by the party incurring the cost.

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

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

### **16.3 Miscellaneous**

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

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

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

### **17. STRIKES & LOCKOUTS**

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

### **18. HOLIDAYS**

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

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- The day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

Any other commemoration or mourning days in honor of which the Lucas County Commissioners shut down other than essential services (e.g. Public Safety) shall be a paid holiday for members of this bargaining unit.

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

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

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

pay.

## 19. VACATION

Each full-time employee, including full-time hourly-rated employee after services of one (1) year with the county or any political subdivision of the state, shall have earned and will be due upon the attainment of the first year of employment, and annually thereafter, two (2) times the attorney's work week of vacation leave with full pay, provided the employee has not been in a leave without pay status. If the employee has been in a leave without pay status, the amount of accrued vacation will be at a prorated amount. One (1) year of service shall be computed on the basis of twenty-six (26) biweekly pay periods.

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

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

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

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

<b>YEARS OF SERVICE WITH THE COUNTY OR ANY POLITICAL SUBDIVISION OF THE STATE</b>	<b>ENTITLEMENT</b>
0- 6 YEARS	2 TIMES THE EMPLOYEE'S WORK WEEK
7-13 YEARS	3 TIMES THE EMPLOYEE'S WORK WEEK
14-20 YEARS	4 TIMES THE EMPLOYEE'S WORK WEEK
21-25 YEARS	5 TIMES THE EMPLOYEE'S WORK WEEK
26+ YEARS	6 TIMES THE EMPLOYEE'S WORK WEEK

Holidays shall not be charged to an employee's vacation leave.

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

Vacation leave shall be taken by the employee during the year in which it accrued, and prior to the next recurrence of the anniversary date of his employment. The appointing authority will permit such employee to accumulate and carry over his vacation leave to the following year.

For employees hired before February 1<sup>st</sup>, 2012, an employee shall be eligible to carry over vacation as follows:

- The three (3) years previous unused vacation accrual may be carried over as of the employee's anniversary date in 2012;
- The two (2) years previous unused vacation accrual may be carried over as of the employee's anniversary date in 2013, and any remaining accrual not carried over will be cashed out; and
- The one (1) years previous unused vacation accrual may be carried over as of the employee's anniversary date in 2014, and any remaining accrual not carried over will be cashed out.

**CASH OUT EXCEPTION:** The extra vacation week provided to employees due to the change in the vacation accrual schedule at the 21-25 year level and 26+ year level, effective February 1<sup>st</sup>, 2012, does not have a cash value on the employee's anniversary date as part of the "step down" schedule, but will have a cash value in the event of a separation for those hours which are to his/her credit at the time of separation.

For employees hired after February 1<sup>st</sup>, 2012, once vacation has been accrued, only the previous year's unused vacation accrual may be carried over annually as of the employee's anniversary date, with no cash outs of the remaining balance.

An employee is entitled to compensation, at his current rate of pay, for the prorated portion of any earned but unused vacation leave for the current year to his credit at time of separation, and in addition, shall be compensated for any accrued and carried over but unused vacation leave at the time of separation.

Vacations shall be scheduled by the Employer and attorney with sufficient notice to allow for proper work coverage. Sufficient notice shall be defined as five (5) working days for requests of annual leave of three (3) days or less and fifteen (15) working days for requests of four (4) days or more. The Employer may waive the minimal notice requirement provided there is proper work coverage. Vacations can be denied on the basis of work necessity, however, the Agency Director shall approve or deny in writing all requests for annual leave within five (5) working days. If an attorney's plan to use vacation or personal days is changed, the attorney will be reasonably given an opportunity to cancel his/her use of vacation or personal days.

Vacations can be denied on the basis of work necessity. In the event that an employee is denied

and cannot use vacation time due to operational needs, the employee shall be permitted a period of three (3) months (once operational needs allow) to use vacation.

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

## **20. SICK LEAVE**

### **20.1 Sick Leave**

Each employee shall be entitled, for each completed eighty (80) hours of service, to sick leave of four and six-tenths (4.6) hours with pay. Employees may use sick leave, upon approval of the responsible administrative officer of the employing unit, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other attorneys, and to illness, injury or death in the attorney's immediate family. Unused sick leave shall be cumulative without limit. Sick leave shall not be used in the same pay period it was accrued.

When sick leave is used, it shall be deducted from the employee's credit on the basis of one-tenth (.1) hour for every one-tenth (.1) hour of absence from previously scheduled work. The previously accumulated sick leave of an employee who has been separated from the public service, shall be placed to his credit upon his re-employment in the public service, provided that such re-employment takes place within ten (10) years of the date on which the employee was last separated from public service. An employee who transfers from one department to another shall be credited with the unused balance of his/her accumulated sick leave. An illness of (3) days or more requires a physician's certificate as defined in Section 3 - Documentation of Medical Leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

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

- A. Before or after holidays
- B. Before or after weekends or regular days off
- C. After pay days
- D. Any one specific day of the week
- E. Partial days
- F. Pattern of maintaining zero or near zero balance
- G. Use of more sick leave than earned - excessive absenteeism
- H. Calling off sick on days when vacation or comp time was previously denied

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

Officer.

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

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

## **20.2 Employee Responsibility**

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

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

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

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

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

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

## **20.3 Documentation of Medical Leave**

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

employee's presence.

#### **20.4 Funeral Leave**

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

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

#### **20.5 Sick Leave Conversion**

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

A. Such conversion shall be based on twenty-five (25) percent of the value of the employee's accrued, but unused, sick leave credit, up to a total of one-fourth (1/4) of one hundred twenty (120) days [nine hundred sixty (960) hours].

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

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

#### **20.6 Leave Donation Program**

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

### **21.UNPAID LEAVE**

#### **21.1 Leave of Absence**

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

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

## **21.2 Military Leave**

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

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

Upon return to work, the Employee will submit verification to the Employer of attendance at said training. Failure to provide documentation may result in disciplinary action. An Employee is not entitled to earn vacation or sick leave credit during the period of a military leave of absence in excess of thirty-one (31) days.

## **21.3**

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

## **22. COURT LEAVE**

### **22.1**

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

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

## **22.2**

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

## **22.3**

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

## **23. FAMILY & MEDICAL LEAVE ACT**

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

## **24. LUNCH PERIOD**

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

The lunch hour will be taken and completed between the hours of 11:00 a.m. and 2:30 p.m. However, the lunch period shall not be scheduled at a time that interferes with work activities. With prior supervisor approval, lunch periods may be taken at a time other than specified above, but not more than four times per month.

The lunch period can be used for personal purposes.

## **25. WORKING CONDITIONS**

### **25.1 Health and Safety**

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

### **25.2 Smoking**

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

### **25.3 Computers**

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

### **25.4 Security**

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

### **25.5 Legal Research Access on Office Terminals**

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

### **25.6 Office Speakers**

Speakers in attorneys' offices shall be disconnected.

## **26. PRIVACY**

### **26.1 Desks**

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

### **26.2 Attorney Mail**

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

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

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

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

## **27. TRAINING**

### **27.1 General**

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

### **27.2 Continuing Legal Education**

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

### **27.3 Other Training**

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

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

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

### **27.4**

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

### **27.5 Mandatory Training**

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

## **28. TRAVEL EXPENSES**

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

Commissioners.

## **29. OFFICE ACCESS**

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

## **30. PRIVATE PRACTICE**

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

## **31. PROFESSIONAL PARTICIPATION**

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

## **32. SECURITY**

### **32.1**

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

### **32.2**

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

### **32.3**

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

### **32.4 Employee Identification Cards**

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

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

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

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

### **33. WORKLOAD**

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

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

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

### **34. REGULAR WORKING HOURS**

The regular office hours for the Attorneys shall be from 8:30 a.m. to 4:30 p.m., Monday through Friday, for a normal workweek of forty (40) hours. This includes a one-hour lunch which is unpaid, or a ½ hour paid lunch and two fifteen minute breaks as defined in Article 24.

### **35. FLEX TIME**

Flex time is granted at the discretion of the Director or his/her designee. Further, it is understood that this entire article is grievable only to the level of the Director or his/her designee; however, the union reserves the right to have a labor-management meeting to discuss the reasonableness of the implementation of this article by Management. Any flextime utilized must have prior approval of the Director or his/her designee and will be subordinate to court assignments and all other attorney duties. The attorney scheduled to be on call cannot flex or deviate from the core hours of work.

It is the responsibility of the attorneys who request flex time to notify the Director or his/her designee in writing by 12:00 noon on the Friday prior to the week of their desired flex time schedule. Any deviation from the approved flex schedule must have prior supervisor approval. It is also the responsibility of all attorneys on each day to record via the Agency's electronic time recording device (i.e. Kronos) their actual time of arrival as specified in Article 38. In the event that an attorney does not actually work for the exact hours that had been defined in his/her approved flex schedule, then he/she will also record via the Agency's electronic time recording device (i.e. Kronos) their actual time of departure for the day(s) affected.

Each employee can have up to no more than three hours of deficit flex time. Any deficit flex

time remaining at the end of the pay period shall be deducted from either vacation accrual or comp time accrual. Repeated deficit accumulation shall be considered abuse of the flextime.

Flex time must be accumulated and/or used between 7:00 a.m. and 7:00 p.m. on any given day except Friday. Friday, flex time shall be earned or used between 7:00 a.m. and 5:00 p.m.

Attorneys may flex per the terms of this article, including flexing into the lunch hour.

After posting the weekly docket, LAWS attorneys may flex and accumulate up to one day (maximum). All flextime shall be utilized by the attorney within a given pay period. If an attorney chooses to do a 4/10 flex, Friday cannot be the flex day unless it is a non-court docket day. The parties agree that a 4/10 hour schedule will not commence until the parties have met in Labor/Management and worked out the details. Any flextime not used at the end of the pay period will be gone (i.e., no carry over).

Agency duties are a priority. Flex time shall not be unreasonably denied. Proper coverage as viewed or required by the Director or his/her designee must be maintained. Any pre-approved flextime may be cancelled due to unforeseen attorney shortages.

Any abuse of the Flex Plan as herein set forth will result in the following actions:

1. First time - 1 month
2. Second time - 6 months
3. Third time - 1 year

The Director or his/her designee shall review any mitigating circumstances as to any alleged abuse of the Flex Plan.

Beginning with the effective date of this collective bargaining agreement, Management will implement and approve Flex Time only as specifically permitted by this Article, and participating Attorneys must comply with the specific requirements of this Article. Any past practice contrary to the express language of this Article will no longer be honored and is hereby terminated.

### **36. MAINTENANCE OF STANDARDS**

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

### **37. OVERTIME EXEMPT STATUS**

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

## **38. SIGN-IN & SIGN-OUT**

Attorneys shall be required to record via the Agency's electronic time recording device (i.e. Kronos) their actual time of arrival each scheduled work day. In the event that an Attorney has been officially scheduled to begin their work day in Court, or has otherwise been granted prior approval from Management to begin their work day at a location other than the Agency, then Management will make the necessary time entry to record the Attorney's start time that work day. In such cases, the Attorney is required to notify Management via phone call or e-mail that they have reported to Court or another approved site. Attorneys will only be required to record their actual departure time in KRONOS if their flex schedule has been affected as described in Article 35. In those specific instances, if the Attorney ends their work day in Court or at another approved location other than the Agency, the Attorney is required to notify Management via phone call or e-mail and Management will make the necessary time entry to record the Attorney's departure time that work day.

## **39. INSURANCE**

### **39.1 Health Insurance**

The parties agree the Bargaining Unit is covered by insurance program(s) offered to county employees through the Board of County Commissioners. The Employer agrees to maintain the same life insurance, hospitalization plans, dental plans and prescription plans for all employees as are provided by the Lucas County Commissioners.

### **39.2 Reopener**

The parties agree to a re-opener on this Article during the late fall of each year if either party requests said opener.

### **39.3 Life Insurance**

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

## **40. PROFESSIONAL FEES**

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

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

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

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

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

## **41. INCENTIVES**

### **41.1 Sick Leave Conversion to Personal**

Each January, employees with more than one hundred and forty-four (144) hours in accumulated sick leave may convert a maximum of two (2) workdays per calendar year to personal leave. Employees with more than two hundred and eighty-eight (288) hours in accumulated sick leave may convert a maximum of two (2) additional workdays per calendar year to personal leave, for a total of four (4) days. Any such sick leave converted to personal leave may be used in one (1) hour increments and must be used in that calendar year.

### **41.2 Sick Leave Conversion to Cash**

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

## **42. SALARY**

### **42.1 Salary Schedules**

All attorneys shall be paid in accordance with the salary schedules and with the placements as shown in "Settlement Agreement Placement of Attorneys", both of which are set forth in Appendix A, attached and incorporated herein. There will be a zero percent (0%) wage increase for all employees covered by this Agreement for the period beginning February 1<sup>st</sup>, 2012, through January 31<sup>st</sup>, 2013. The matter of wage increases for February 1<sup>st</sup>, 2013, through January 31<sup>st</sup>, 2014, and February 1<sup>st</sup>, 2014 through January 31<sup>st</sup>, 2015, will be subject to wage re-opener negotiations.

### **42.2 Placement**

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

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

An attorney moves up to the next higher step on the salary schedule on the anniversary date of

his/her employment, on the appropriate salary schedule.

### **42.3 Salary Increment**

A salary increment shall be paid at the rate of \$5350 per year to be divided among all bargaining unit attorneys which shall not be part of the base salary. All bargaining unit attorneys will be assigned the specialized assignments. Payment will be made as a lump sum payment during the first pay period in December of each year. In order to receive the payment, an attorney must be employed at the time of the payment, not be on probation, and have at least one year of seniority. Attorneys who leave employment during the year are not entitled to receive the payment. If an attorney is not eligible for the payment, the payment will be divided among the eligible attorneys.

### **42.4 Tax Deferral**

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

## **43. JOB DESCRIPTION**

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

## **44. SAVINGS & SEVERABILITY**

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

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

## **45. DURATION**

This Collective Bargaining Agreement shall continue in effect through January 31<sup>st</sup>, 2015.

**APPENDIX A - Salaries**

<u>2/1/2012</u>	<u>2/1/2013</u> Wage Re-Opener	<u>2/1/2014</u> Wage Re-Opener
E <u>\$43,763.20</u>	E _____	E _____
P <u>\$45,947.20</u>	P _____	P _____
1 <u>\$48,235.20</u>	1 _____	1 _____
2 <u>\$50,710.40</u>	2 _____	2 _____
3 <u>\$53,227.20</u>	3 _____	3 _____
4 <u>\$55,868.80</u>	4 _____	4 _____
5 <u>\$58,676.80</u>	5 _____	5 _____
6 <u>\$61,609.60</u>	6 _____	6 _____
7 <u>\$64,688.00</u>	7 _____	7 _____
8 <u>\$67,912.00</u>	8 _____	8 _____
9 <u>\$71,302.40</u>	9 _____	9 _____
10 <u>\$74,900.80</u>	10 _____	10 _____

E = Entry  
P = Probationary

## APPENDIX B - JOB DESCRIPTION

L.A.W.S. 01

### LUCAS COUNTY CSEA POSITION DESCRIPTION

**POSITION:** Attorney, Legal Division  
**REPORTS TO:** Assistant Director, Legal Division  
**DEPARTMENT:** Legal  
**PAY:** \$43,763.20

#### JOB RESPONSIBILITIES:

- \* Professionals in this category operate under the direction of the Assistant Director, Legal Division, or Managing Attorney, and act as a representative of the Agency in a legal capacity.
- \* Duties include representing the Agency and providing services to qualified recipients of these services at court hearings, interview situations, administrative hearings, and at other functions as assigned by the Legal Director/Managing Attorney, and as required by CSEM, statutes and regulations. The attorney acts primarily in establishing, collecting, enforcing all orders and modifying URESA support orders for service recipients.
- \* The attorney's duties will require and include practice in Federal Bankruptcy Court, Probate Court, Municipal Court, all divisions of Common Pleas Court, relevant appellate courts and whatever courts are necessary to fulfill assigned duties related to support functions.
- \* Duties also include preparation and processing of criminal, both felony and misdemeanor, relating to the child support as required.
- \* Provide guidance to co-workers and members of the other divisions of the Agency.
- \* Conducts legal research and prepares and presents the case before the appropriate court.
- \* Prepares briefs, legal research, formal opinions and research for an on behalf of the Agency as it relates to their job responsibilities.
- \* Prepares cases for trial or hearings, drafts necessary pleadings, interviews prospective witnesses and depose and attend depositions, prepares witnesses for testimony and trial.
- \* Answers legal inquires from Agency staff, other governmental units or service recipients as appropriate to the general job responsibilities.
- \* Conducts negotiations with opposing attorneys or defendants concerning settlement of cases, prepares judgment entries, prepares appropriate orders in settled and disputed cases.
- \* Performs job related legal work as assigned. Drafts legal documents relative to general job responsibilities. Provides information as needed for preparation of statistical reports, including completing random moment surveys.
- \* Provides interpretation of legislation, laws, rules, regulations, and other agreements relative to job responsibilities.
- \* Be familiar with CSEM as it relates to job responsibilities and corresponding job functions.
- \* The listing of duties, functions and courts is not intended to be exclusive, or exhaustive, but merely representative.

**MINIMUM QUALIFICATIONS:**

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

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**SIDE LETTERS**

*October 31, 1994*

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

*January 18, 1995*

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

*May 17, 1995*

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

*March 7, 1996*

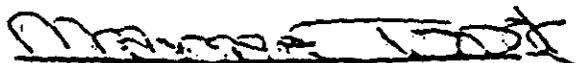
Parties agree that there is a need to explore having secretaries assigned to specific attorneys. The parties agree that this arrangement will be explored in labor-management meetings as soon as practicable.

*July 19, 1996*

The parties agree that tardiness may be grounds for discipline.

Signed and confirmed this 19<sup>th</sup> day of September, 1996.

  
Elaine Baker-Johnson  
for the Union

  
Maricori Torok  
for CSEA

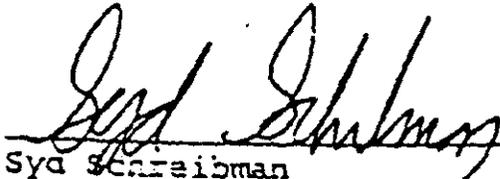
January 27, 2000

Side Letter

Re: Job Share

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

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

  
Syd Scarabman  
LAWS Negotiating Chair

  
Maricarsi Torsok, Director  
Lucas County CSEA

1123102

DOCKET ASSIGNMENTS (NEW)

Should circumstances necessitate staff switching docket assignments they must inform the legal director or managing attorney of the switch and the reason or the switch will not be approved. Approval will not be unreasonably denied.

*[Handwritten initials]*

1/23/02

Side Letter

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

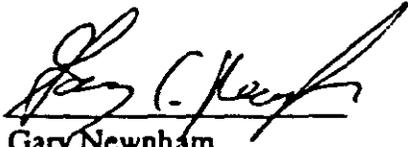
93

Side Letter

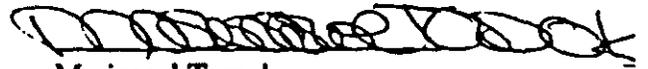
Re: Docket Assignments

*See*  
**REPRESENTATIVES OF LABOR + MG**

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



Gary Newnham  
LAWS Negotiating Chair



Maricarol Torsok  
Director Lucas County CSEA