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Agreement

Between

I.B.E.W.
(International Brotherhood of Electrical Workers)
Local Union # 8
AFL-CIO

AND

The Lucas
County
Auditor

January 1, 2014
thru
December 31, 2016

TABLE OF CONTENTS

ARTICLE	PAGE
I. Purpose of Agreement -----	5
II. Recognition, Representation, Unit Definition-----	5
Section 1. Representation -----	5
Section 2. Unit Defined -----	5
Section 3. Bargaining Unit Work-----	5
Section 4. Probationary Period-----	5
III. Dues Deductions, Fair Share Fees-----	6
Section 1. Dues Deduction-----	6
Section 2. Fair Share Fee-----	6
IV. Union Business, Steward Language, Union Staff Representative Access to the Work Site, Information to Union, Release Time for Union Business, Etc. -----	6
Section 1. Stewards/Grievances-----	6
Section 2. Union Staff Representatives-----	6
Section 3. Information to Union-----	6
Section 4. Union Release Time-----	6
Section 5. Management Rights -----	7
V. Non-Discrimination Policy, Procedure, Sexual Harassment--	7
Section 1. Non-Discrimination Policy-----	7
Section 2. Sexual Harassment-----	8
VI. Job Descriptions-----	See Appendix #1
VII. Wages and Training	
Section 1. Wages-----	8
Section 2. Job Audits-----	8
Section 3. Training -----	9
VIII. Hours of Work, Workweek, Overtime Compensation, Shift Work, -----	9
Section 1. Hours of Work-----	9
Section 2. Workweek-----	9
Section 3. Overtime-----	9
Section 4. Compensatory Time-----	10
Section 5. Shiftwork-----	10
Section 6. Temporary Working Level-----	10

IX.	Bidding Procedures-----	10
X.	Holidays-----	11
	Section 1. Holidays-----	11
	Section 2. Holiday Pay-----	12
XI.	Building Closings-----	12
XII.	Vacation and Personal Leave Accumulations, Requests, Carryover, Selection, or Separation-----	12
	Section 1. Vacation Accumulation-----	12
	Section 2. Service Time-----	12
	Section 3. Vacation Selection-----	12
	Section 4. Requests for Vacation-----	12
	Section 5. Conversion on Separation-----	12
XIII.	Sick Leave, Accrual Use, Transfer Carryover, or Retirement Notification, Call In, Tardiness-----	13
	Section 1. Sick Leave Defined-----	13
	Section 2. Accumulation of Sick Leave-----	13
	Section 3. Use of Sick Leave-----	13
	Section 4. Additional Unpaid Sick Leave-----	13
	Section 5. Call-In-----	13
	Section 6. Tardiness-----	14
	Section 7. Transfer of Sick Days to Vacation Days-----	14
	Section 8. Leave Donation-----	14
	Section 9. Preventative Care-----	14
XIV.	Leave of Absences-----	14
	Section 1. Unpaid Leave-----	14
	Section 2. Maternity Leave-----	15
	Section 3. Disability Leave-----	15
	Section 4. Jury Duty-----	16
	Section 5. Bereavement Leave-----	16
	Section 6. Military Leave-----	16
	Section 7. Due to Illness-----	16
	Section 8. SickNacation Credits-----	17
	Section 9. Abuse of Leave-----	17
XV.	Personal Files, Review, Removal of Documents-----	17
	Section 1. Review of Personnel Files-----	17
	Section 2. Verbal and Written Reprimands-----	18
	Section 3. Appeal of Disciplinary Action-----	18
	Section 4. Counseling-----	18
	Section 5. Union Representation-----	18

XVI.	Grievance Procedure, Representation, Definition, Remedies, Time Lines, Steps Arbitration-----	18
	Section 1. Grievance Procedure Defined-----	18
	Section 2. Grievance Steps-----	18
	Section 3. Attendance at Grievance Meetings-----	20
XVII.	Labor Management Committee-----	20
XVIII.	Insurance Coverage/Health, Life, Disability, Etc. -----	20
XIX.	Safety-----	20
XX.	Miscellaneous, Work Rules, Bulletin Boards, Job Descriptions, Copies of Agreement, Contracting Out, Etc. -----	21
	Section 1. Work Rules-----	21
	Section 2. Bulletin Boards-----	21
	Section 3. Job Description-----	21
	Section 4. Copies of Agreement-----	21
	Section 5. Subcontracting-----	21
XXI.	No Strike-Lock Out-----	21
XXII.	Layoffs, Abolishment's and Seniority-----	21
	Section 1. Layoffs and Abolishment's-----	21
	Section 2. Seniority-----	22
XXIII.	Tuition Reimbursement, Education, Training-----	22
XXIV.	Dress Code-----	22
XXV.	Savings Clause-----	23
XXVI.	Changes	
	Notice-----	23
	Section 1. Changes-----	23
	Section 2. Notice-----	23
XXVII.	Parking, Personal Vehicle Reimbursement, Network Vehicle----	23
	Section 1. Parking-----	23
	Section 2. Personal Vehicle Reimbursement-----	24
	Section 3. Network Vehicle-----	24
XXVIII.	Term of Agreement-----	24
	Signature Page-----	25

Article I

Purpose of Agreement

This agreement is made between the Lucas County Information Services Department hereinafter referred to as "Employer" or "Management" and the International Brotherhood of Electrical Workers Local 8 hereinafter referred to as the "Union", for the purpose of providing fair and responsible method of enabling employees covered by this agreement to participate through Union representation in the establishment of terms and conditions of their employment, to receive a prompt and fair disposition of grievances, and to establish a peaceful procedure for the resolution of all differences between the parties.

Article II

Recognition; Representation; Unit Defined; Bargaining Unit Work; Probationary Period

Section 1. Representation:

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other terms and conditions of employment for those employees in the certified bargaining unit, as certified by the SERB Board.

Section 2. Unit Defined:

The bargaining unit shall consist of all full and part-time employees, if any assigned to classifications herein listed.

Classifications: Network Technician 1, Network Technician II, Network Technician III, Network Technician IV, End User Support Specialist, Application Systems Analyst, Business Systems Analyst, Sr. Application Systems Analyst, Sr. Business Systems Analyst, Help Desk associate, Administrative Assistant and Administrative Clerk.

Section 3. Bargaining Unit Work:

Non-Bargaining Unit personnel shall only perform bargaining unit work in emergencies, in the instruction or training of employees, in the performance of necessary work when difficulties exist, for production support issues, or when non-bargaining unit assistance would be necessary to provide prompt customer service.

Section 4. Probationary Period:

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

Article III

Section 1. Dues Deduction:

The Employer will deduct from the wages and remit to the proper officers of the Union, the regular bi-weekly Union dues. Deductions shall be made from each pay of the employee in an amount certified by the Union. In the event an employee's pay is insufficient for the deductions, the Employer will deduct the amount from the employee's next regular pay where the amount earned is sufficient.

Section 2. Fair Share Fee:

All employees will have one hundred and twenty (120) days following the beginning of their employment in a bargaining unit position to either join the Union and commence paying dues or file with the State Employment Relations Board (SERB) for exemption. If exemption is not granted or if the employee does not join the Union, the Employer shall deduct from the employee's payroll check a fair share fee as permitted under the Ohio Revised Code, Section 4117.09(C). The amount of such fair share fee shall be determined by the Union, but shall, in no event, exceed the amount of dues paid by employees who are Union members.

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

Article IV

Section 1. Stewards/Grievances

The Union may select a Steward and Alternate Steward for each division and each shift for which that division works. Stewards shall be permitted reasonable time to file, investigate, and process grievances or potential grievances during working hours without loss of pay so as not to interfere with productivity. The Union shall furnish the county Personnel Department with the names of the Steward.

Section 2. Union Staff Representatives

The staff representative shall be permitted access to work areas where employees are employed or working at all reasonable times for the purpose of adjusting grievances, assisting in the settlement of disputes and for the purpose of carrying into effect the provisions and aims of this Agreement.

Section 3. Information to Union

The Employer agrees to furnish to the Union Steward all appointments of new employees and personnel changes of employees in the bargaining unit, along with their addresses, class titles and division and/or location. Such notification shall be provided to the Union Steward.

Section 4. Union Release Time

The Employer shall grant leave of absence without pay for Union Members to transact union business, for union meetings, conventions, conferences, or schools, or other legitimate union business. Persons requesting this type of leave or absence should make such a request not less than one (1) week in advance of their intended absence. The Employer shall grant leave to no more than one (1) person simultaneously per division, unless mutual agreement. The Employer will grant no more than three (3) weeks of leave per person annually. Union Leave of Absence should not be unreasonably denied.

Section 5. Management Rights

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

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, discipline for cause, and to maintain discipline among employees;
- B. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed, including implementation of necessary action in emergency situations. Emergency situations occur when there is an absence at work of bargaining unit employees, due to vacations, training, compensatory time or other similar events that leave the then current bargaining unit employees unable to respond to unexpected problems that arise which must be corrected immediately;
- C. To determine the Employer's budget goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively and efficiently meet those purposes;
- D. To determine the size and composition of the work force and the Employer's organizational structure, including the right to relieve employees from duty due to lack of work or lack of funds;
- E. To determine the hours of work, including overtime, work schedules, and to establish reasonable work rules for all employees.

The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the function of the Employer.

Article V

Section 1. Non-Discrimination Policy

There shall be no discrimination or retaliation by the Employer or Union, against any employee as a result of or because of such employees' race, color,

sex, national origin, age, handicap, membership in the Union or non-membership

in the Union; or because of the filing of charges, giving of testimony or assistance; or participation in any manner in any investigation, proceeding, or hearing of the Ohio Civil Rights Commission or the state Employment Relations Board. The parties agree that the County policies regarding discrimination shall apply to the bargaining unit.

Section 2. Sexual Harassment

Purpose The Employer is committed to maintaining practices which prohibit sexual harassment of one employee by another in compliance with state and federal law.

Policy It is the policy of the Employer to strictly prohibit sexual harassment in the workplace and to provide a procedure for the reporting of perceived or actual harassment as well as a guideline for necessary actions to be taken after a complaint has been made.

Definitions Harassment on the basis of sex is a violation of Sec. 703 of title VII. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicit or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Procedure 1) an employee who feels he/she is being harassed should report the incident immediately to the department head or Human Resources. A prompt and confidential investigation will be conducted to determine if sexual harassment as defined in this policy has occurred.

2) An employee who engages in sexual harassment will receive discipline, up to and including discharge.

Article VI

Job Descriptions

See Appendix #1

Article VII

Section 1. General Wage Increase

The parties agree to a wage increase of 3% for 2014, retroactive to the contract expiration date. For the two remaining years of this contract, the parties agree to a 3% wage increase effective January 1, 2015 and a 3% wage increase effective January 1, 2016.

Section 2. Job Audits:

At the request of an employee or the Union, the Lucas County Auditor shall conduct job audit(s). The job audit(s) shall be conducted and completed within a reasonable time. Upon review of the job audit and subject to budgetary restraints, the Lucas County Auditor shall provide upgrades to those employees whose duties and

responsibilities warrant an upgrade. The basis for this determination includes, but is not limited to, as stated, budgetary constraints, industry standards, and increased duties and responsibilities. Any dispute to the job audit(s) is subject to the grievance procedure. Job Audit shall not be requested more than once per year.

Section 3. Training, Certifications, Supplements

The employer will provide adequate training for employees on new equipment, programs, and core software at employer's cost. A Labor Management Group will be created to meet monthly or quarterly to review the training needs of the LCIS staff to update skills.

Article VIII

Section 1, Hours of Work

The normal schedule of hours shall consist of eight (8) hours work between the hours of 6:00 a.m. and 6:00 p.m. and one (1) hour unpaid for lunch, morning and afternoon paid break not to exceed fifteen (15) minutes Monday through Friday except for holidays, or days celebrated as such as stated in the Agreement.

Section 2, Workweek

A workweek shall consist of time actually worked, paid sick leave, paid funeral leave, or any other time in active pay status. The workweek is one calendar week starting with Sunday (12:01 AM Sunday thru 12:00 PM Saturday).

Section 3, Overtime

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 shall be paid at the rate of time and a half (1 ½ times) the employee's regular rate of pay. All work performed on Sunday shall be paid at the rate of double time (2 times) the employee's regular rate of pay. When an employee is required to report to work at a time not contiguous to his regular scheduled workday, they shall be guaranteed a minimum of four (4) hours pay at the overtime rate.

A workweek shall consist of time actually worked, paid sick leave, paid bereavement leave, or any other time in active pay status. It is understood that overtime work is voluntary and may be refused by an employee, unless a Department Head determines that an emergency exists. In an emergency, overtime is mandatory.

Voluntary overtime will be offered to employees on a rotational basis. Each department will maintain an overtime list based on 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 employee 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.

Section 5. Compensatory Time

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

Section 5. Shift Work

On occasions when coverage is required outside the normal work hours, a premium of 10% shall be added to the employee's hourly rate of pay. Should the employee exceed eight hours work, they shall be compensated at the overtime rate of 1 % times the premium hourly rate of pay

Section 6. Temporary Working Levels

Temporary Working Levels (TWL) occur when an employee is off work for any approved reason (sick time, vacation, or any other approved leave) or when a position has been vacated and management has not yet filled the position. Employees assigned by management to fill a TWL and/or perform the duties of a position with a higher pay rate than their current classification shall be paid a 10% premium pay increase. Management and the IBEW agree to review this provision in in the course of their scheduled Labor• Management meetings.

Article IX

Bidding Procedures

- A. When a vacancy occurs for any reason, or when a new job is created and such vacant or new job is within the bargaining unit, the job shall be posted as soon as practical and shall remain posted for a period of five (5) full consecutive work days. (8:00a.m. to 5:00 p.m.)
- B. The initial bid posting shall include: classification, job title (with brief description) pay rate, department where vacancy exists, the name of the person to have held the job last, and the last date bids will be accepted.

- C. A copy of all bid notices will be given to the Union, stewards, and also posted on all bulletin boards in each department. The stewards will be informed of those who bid on all positions after close of bidding.
- D. Employee wishing to bid on posted jobs shall submit their bids to the Department Head or the designee. An employee bidding on any posted job or jobs shall receive a minimum of one (1) interview per department (floor).
- E. In the event an employee is on vacation or on other approved leave of absence, the union steward may, at the employee's request, submit a bid in behalf of the employee.
- F. After interviewing all bidders the job shall be awarded to the most qualified employee who has bid on the job as determined by the Employer. If two (2) or more employees who bid on the job are determined by the Employer to be equally qualified, the job shall be awarded to the most senior of them. Employees shall be considered based on their entire work record (seniority, job performance, attendance, personnel file, and other relevant factors) and experience. Testing for any position may only be accomplished by mutual agreement.
- G. In the event there is no bidder or no bidder is determined by the Employer to be qualified for the position, the union (steward and or union representative) shall be notified of this decision. The union (steward and or union representative) may request a Labor Management Meeting to discuss training as an alternative prior to the Employer hiring a new employee.
- H. Should an accepted bidder fail to perform the job satisfactorily within one hundred twenty (120) calendar days, said employee involved will be returned to his or her previous department job with seniority unimpaired. In addition, the accepted bidder may choose to return to his or her former position within the specified one hundred twenty (120) calendar day period. Individuals accepting open positions will be informed of the possibility of return within the specified time framework.
- I. After a successful bidder is accepted into a position he/she will be ineligible to bid on posted jobs for a period of sixty (60) days. Management will make every effort to apprise the bargaining unit members of possible job openings in advance of such openings, wherever possible.

Article X

Section 1. Holidays In addition to vacation leave, employees are entitled to holiday pay based on the standard workday for:

New Year's Day	Martin Luther King Day
President's Day	Good Friday-% Day
Memorial Day	Independence Day
Labor Day	Columbus Day
Veteran's Day	Thanksgiving Day
Day after Thanksgiving	Christmas Eve - 1/2
Christmas Day	Day

Employees shall be entitled to Four (4) Personal Days per calendar year. Personal Days must be used within the calendar year and cannot be carried over or cashed out. Personal Days may be used in ¼ hour increments.

Employees will receive one Floating Holiday per year to be taken in an 8 hour increment and cannot be carried over or cashed out.

Section 2. Holiday Pay

Should an employee be scheduled to work on any of the aforesaid holidays, he will be entitled to compensation at two and a half (2 1/2) times his daily rate for such day worked. The employee shall have the choice of receiving compensation for work performed on such holiday at the rate of two and a half (2 %) times his daily rate or one (1) day of holiday pay at the straight time daily rate, plus compensatory time at the rate of one and a half (1 1/2) times his daily rate.

Article XI Building Closings

Any Resolution or action by the Data Processing Board or its designee to close the county Offices which results in employees of the County to receive the day off from work, will be considered a paid day. This may include, but not limited to, snow days, blizzard conditions, or holiday extensions.

Article XII

Section 1. Vacation Accumulation

Full time employees earn annual vacation leave after one year of permanent full time employment according to the following schedule:

Section 2. Service Time

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

1. Two (2) weeks after one (1) year.
2. Three (3) weeks after five (5) years.
3. Four (4) weeks after ten (10) years.
4. Five (5) weeks after fifteen (15) years.
5. Six (6) weeks after twenty (20) years.

LCIS prefers that employees utilize all vacation hours accrued within the year of accrual. Per ORC 325.19, no vacation leave shall be carried over for more than three (3) years.

Section 3. Vacation Selection

Vacations shall be selected by seniority and shall be consistent with an efficient work schedule. The supervisor shall be responsible for ensuring the employee that vacation has been approved or denied within five (5) days after the employee selection. In the event notice of approval or denial is not given to the employee pursuant to the above, such vacation shall be considered as approved.

Any pre-scheduled and approved vacation shall not be denied, or changed, regardless of seniority except in case of emergency.

Section 4. Requests for Vacation

Any employee requesting a non-prescheduled vacation must submit his/her request to supervision at least 24 hours to commencement of such leave. This provision may be waived by the supervisor. The parties recognize and agree that notwithstanding the notice requirements, additional "last minute" requests may be granted at the Auditor's discretion. The Auditor will attempt to schedule paid vacation taking into consideration the orderly operations of the Department and the requests of the employees on a seniority basis, but the Auditor reserves the right to determine when any individual employee will take his paid vacation and to determine the number of employees who will be on paid vacation at any one time. The Auditor also recognizes that paid vacations must be scheduled at times when they will not interfere with the efficiency and productivity of the Auditor's department.

Section 5. Conversion on Separation

Upon separation in good standing from the county service, an employee is entitled to compensation for any earned, but unused vacation leave credit at the time of separation, provided the employee has completed at least one year of service. The payment will be made at the employee's current rate of pay based on his/her permanent position.

Article XIII

Section 1. Sick Leave Defined

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

Each employee shall be entitled for each completed seventy-five (75) hours of service to sick leave of 4.32 hours with pay, and for each completed eighty (80) hours of service to sick leave of 4.6 hours with pay. Employees may use sick leave upon approval of the Auditor, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which may be communicated to other employees, and to illness, injury and death in the employee's immediate family as defined by Ohio Revised Code.

Unused sick leave shall be cumulative. When sick leave is used it shall be deducted from the employee's credit on the basis of one (1) hour for every one (1) hour of absence from previously scheduled work.

The previously accumulated sick leave of an employee who has been separated from the Auditors Department shall be placed to his credit upon his re-employment takes

place within ten (10) years of the date on which the employee was last terminated from the Auditor's Department.

Section 2. Accumulation of Sick Leave

Employees, having ten (10) or more years of service shall, at the time of retirement, be entitled to receive a cash payment for no more than 25% of your sick leave balance, up to a maximum payment of 240 hours.

Section 3. Use of Sick Leave

A. Sick leave shall be granted to an employee only upon approval of the appointing authority and for the following reasons:

1. Illness or injury of the employee or a member of his immediate family.
2. Death of a member of the employee's immediate family. In addition to the three (3) bereavement days, an additional two (2) days may be allowed if the death or burial occurs in a city located more than one hundred and fifty (150) miles from Toledo.

Section 4. Additional Unpaid Sick Leave

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

Section 5. Call-In

Employees are expected to call in within one (1) hour of the start of their shift at the numbers listed in each office. Employees may have a relative call in for them only if the employee is incapacitated.

Section 6. Tardiness

Tardiness will be tracked and the employee will be docked of pay any time an employee is six (6) minutes or more late in any workday. It is expected that the employee is ready to work by the beginning of their scheduled start time. The docking of pay does not preclude discipline for tardiness.

Section 7. Transfer of Sick Days to Vacation Days

A bargaining unit employee who misses five (5) accumulative days or less during the calendar year will have the option of rolling up to five (5) sick days into vacation days, at his/her request.

Section 8. Leave Donation

Effective on July 1, 2008, there will be a leave donation program within the LCIS Department as written by the Auditor.

Section 9. Preventative Care

The Auditor and the Union agree that access to preventive health care is an

effective way to reduce overall health care costs 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 preventative health care visits:

1. Annual mammograms;
2. Annual Pap smear;
3. Annual prostate exam.

Individuals undergoing mammogram and Pap smear on the same day will be allotted one full day off.

The employee is responsible for presenting documentation that the above visits/exams were accomplished in order for the employer to pay for the time/day.

The Auditor agrees to release employees for 5 hours from work, with pay, to seek each of the following preventative health care visits:

1. Initial visit to the Lucas County Wellness Coaches for health assessment;
2. Annual Prescription Drug Plan day.

Article XIV Leave of Absences

Section 1. Unpaid Leave

A. Length

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

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

B. Authorization

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

A leave of absence should be requested and authorized on a form designated by the Auditor.

C. Reinstatement

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

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

Section 2. Maternity Leave

Employees may use sick leave upon approval of the Auditor for pregnancy.

Section 3. Disability Leave

- A. A physically incapacitated employee may request a disability leave. A disability leave may be granted when the disability continues beyond accumulated sick leave rights provided the employee is:
 - 1. Hospitalized or institutionalized
 - 2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution.
 - 3. Is declared incapacitated for the performance of the duties of the position by a licensed physician. If the Auditor requires a second medical opinion, the cost of such examination will be paid by the Auditor's office.
- B. Reinstatement rights following disability leave extend for three (3) years in accordance with Section 124.32 Ohio Revised Code.
- C. Upon reinstatement from disability leave, an employee will be returned to the same or a similar position.
- D. A disabled employee may first be granted a leave of absence. However, should the disability continue beyond the expiration date of the leave of absence, the employee may request and be granted a disability leave, provided that the conditions in paragraph one (1) are met.
- E. An employee who has been granted a disability leave is to be reinstated within thirty (30) days after making written application and passing a medical examination showing full qualifications to perform the duties of the position. If the Auditor requires a second opinion, this examination is to be conducted by a licensed physician designated by the Auditor. The cost of this examination will be paid by the Employer. If a third medical opinion is necessary the parties will meet for the purpose of selecting a physician. The expenses shall be borne equally between the auditor and the employee.
- F. An employee whose disability prevents reinstatement from disability leave may wish to apply to the Public Employees Retirement system for a disability retirement. Should a disability retirement be approved, such separation from county service will be reported by the auditor.
- G. An employee who does not return from disability leave, and who does not formally resign nor take a disability retirement, will be separated at the end of the leave by means of a Personnel Action designated as "Failure to return from

Disability Leave."

Section 4. Jury Duty

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

Section 5. Bereavement Leave

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

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

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

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

Additional time off will be granted to an employee in order to administer to the affairs resulting from the death in the family. Employees may request the use of sick leave, compensatory time, vacation time or leave without pay for time in excess of the three days granted. Requests for the extended leave must be approved by the Auditor.

Section 6. Military Leave

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

Section 7. Due to Illness

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

Section 8. Sick/Vacation Credits

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

Section 9. Abuse of Leave

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

Article XV

Section 1. Review of Personnel Files

An employee may review his/her personnel files periodically and may, at the option of the employee, select a Union representative to be present during such review. The employee shall be entitled to a copy of any material contained in the file. Anonymous letters or materials shall not be placed in any employee's file nor shall they be made a matter of record. The official personnel file of employees shall be the personnel file maintained by the Auditor's HR Director.

Section 2. Verbal and Written Reprimands

When an employee is guilty of an infraction serious enough to require reprimand, the original reprimand will consist of a verbal reprimand. This reprimand will be noted in the employee's personnel file. After six (6) continuous months of no discipline, all notations of disciplinary action shall be cleared from the employee's file.

When it becomes necessary to reprimand an employee the second time within a six (6) month period, the reprimand will be in writing. After twelve (12) continuous months of no discipline, all notations of disciplinary action shall be cleared from the employee's file.

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

When an employee of the bargaining unit is guilty of incompetence, a breach of confidentiality, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, such individual shall be subject to immediate disciplinary action up to and including dismissal.

When an employee is to be disciplined, the charges shall be reduced to writing. The charges shall be given to the employee and the steward within five (5) workdays of the Auditor's knowledge of the incident. All reprimands will be initialed by employee and Supervisor prior to being placed in the employee's personnel file.

Section 3. Appeal of Disciplinary Action

An employee shall have the right to appeal disciplinary action through the grievance procedure or the State Personnel Board of Review whichever is applicable. When filing a grievance, the grievance shall be submitted to the next level of supervision from which the discipline was imposed. Grievances must be filed within 5 working days of the disciplinary action.

Section 4. Counseling

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

Section 5. Union Representation

Anytime an employee is to be counseled or reprimanded he/she shall have the right to request union representation.

Article XVI

Section 1. Grievance Procedure Defined

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

A grievance is a complaint concerning a violation or non-compliance with the terms of this Agreement. Any other matter must be referred to the Labor-Management Committee for discussion.

The time limits set forth in this grievance procedure may be extended by mutual consent of the parties in writing.

Section 2. Grievance Steps

Step 1. Supervisor When an employee feels the contract has not been followed, a verbal discussion will be held between the employee, union representative, if requested, and the immediate supervisor to try to resolve the complaint. The supervisor may offer his oral remedy to the complaint immediately following the discussion, but shall respond in writing to the employee or union representative, within two (2) working days following the date of discussion.

Step 2. Human Resource Director If the complaint is not resolved at Step 1, and if the employee desires to continue the process, the grievance must be reduced to writing and submitted to the Human Resources Director within four (4) working days of the initial discussion with the supervisor. All grievances will be filed on the forms provided by the exclusive representative and include the signature of the grievant, the specific Article of the contract applicable to the situation and the suggested remedy desired by the grievant. A meeting will be held between the employee, union representative, if requested, and the Human Resources Director within three (3) working days to discuss the grievance, and, if not resolved at the meeting, the Human Resources Director shall respond in writing to the grievance within five (5) working days.

The Union reserves the right to file a class grievance if more than two (2) employees are affected by a single dispute. Class grievances will begin at Step 2 of the grievance procedure. Class grievances must be filed within two (2) working days of the

date the alleged grievance occurred. A class grievance must identify the affected individual employees.

Step 3. County Auditor If the complaint is not resolved at Step 2, and if the employee desires to continue the process, the written grievance shall be submitted by the union representative to the Lucas County Auditor, as the Administrator of the Data Processing Board, or his designee, within five (5) working days of the date of the written response in Step 2. The Lucas County Auditor, or his designee, may schedule a meeting with the employee and his union representative, to discuss the grievance and inquire into the facts giving rise to the grievance. At the hearing the Lucas County Auditor, or his designee, may interview witnesses who may have knowledge of the facts. The Lucas County Auditor, or his designee, shall render a written decision to the employee and union representative within ten (10) working days after conclusion of the meeting, or if there is no meeting, then ten (10) working days after receipt of the written grievance.

Step 4. Mediation If the complaint remains unresolved at Step 3, the employee, or union representative, may request mediation by the Toledo/Lucas County Labor Management Committee (TJLCLMC). The request must be made within five (5) working days after the date of the written decision in Step 3. The T/LCLMC shall convene the employee and management as soon as practicable to assist the parties in the mutual resolution of the grievance. While the T/LCLMC cannot bind either party, both parties shall treat the T/LCLMC's input as a serious attempt to preserve a good labor-management relationship. The discussion of the parties and the T/LCLMC at this step shall be kept confidential.

Step 5. Binding Arbitration Grievances dealing with suspensions over three (3) days or discharge, may be submitted to binding arbitration at the request of either party. Notice of the intent to seek binding arbitration shall be submitted with five (5) working days of the date of the written decision in Step 3.

- A. If the parties cannot agree on an arbitrator, the Federal Mediation and Conciliation Service (FMCS) shall be requested to provide a list of five (5) arbitrators. The parties shall alternately strike one (1) name from the list until one (1) name remains and that person shall be the arbitrator. The right to strike the first name shall be determined by lot.
- B. The fees and expenses of the arbitrator shall be shared equally by the union and management. The arbitrator shall schedule a hearing date in a prompt manner, and the hearing shall be held in the Government Center in Toledo, OH, unless mutually agreed otherwise. The Arbitrator shall establish a time schedule for the submission of the evidence and post-hearing briefs, if any.
- C. The Arbitrator shall have no right to amend, recommend to amend, modify, ignore, add to or subtract from, or eliminate any of the provisions of this Agreement. The Arbitrator shall only consider and make a decision with respect to the specific issue submitted and shall have no authority to make a decision on any other issue not submitted. The arbitrator shall submit his decision in writing. The decision shall be

based solely upon the interpretation of the meaning or application of the express terms of this agreement to the facts of the grievance presented. The decision of the Arbitrator shall be final and binding upon both parties.

- D. Any employees called as witnesses before the arbitrator, except for the specific grievant (s), whether called by management or the Union, shall receive only their regular rate of pay while attending such hearing. All other expenses for witnesses or exhibits shall be borne by the party presenting the information.

Section 3. Attendance at Grievance Meetings

Employee attendance at grievance shall be limited to the person who signs the grievance and one (1) union representative. If a grievance involves more than one (1) employee, then one (1) employee shall be selected by the union representative to attend the grievance meetings set forth in the grievance procedure, and that employee shall be the representative of all the aggrieved employees.

Article XVII

Labor Management Committee

Labor-Management Committee shall be established which shall meet as needed to discuss matters of mutual interest of Management and the Employees covered by this Agreement. The Labor-Management Committee shall consist of no more than (4) four members, half of which shall be appointed by the Union and half by Management. Each party may invite additional personnel, if their input is germane to the agenda.

An agenda shall accompany the request for the meeting and the meeting shall be scheduled within two (2) workdays after receipt of the request. It is understood by the parties that grievances are not a proper subject for discussion in Labor-Management meetings, nothing in this section will be grievable.

Article XVIII

Insurance Coverage/Health, Life, Disability, Etc.

The above coverage will be determined by whatever health contracts (s) that are offered by the Lucas County Commissioners.

Article XIX

Safety

The Employer and Union recognize that the safeguarding of employees while at work is in the best interest of the employees, the parties and all persons affected by this Agreement. The parties agree to cooperate in promoting an appreciation of this policy and an understanding of the means toward its accomplishment.

The supervisor must correct unsafe conditions promptly. Management must see that all safety rules and good working methods are used by its employees.

It is further recognized that the Union has certain rights of an advisory nature in matters of employee safety and health.

For safety/liability reasons, the Employer will provide Employee with tools. Employees will exercise reasonable care of these tools. Employer will provide a locked area for storage of tools.

Article XX

Section 1. Work Rules

All rules and policies established by the Employer shall be in writing, and a copy given to each employee. All changes to rules shall be posted and be uniformly applied.

Section 2. Bulletin Boards

The Union shall be provided bulletin boards for posting of Union business.

Section 3. Job Description

The Employer shall provide the Union with a copy of all bargaining unit job descriptions and any changes made to those descriptions must be reviewed by the Union with the Auditor giving the final approval.

Section 4. Copies of Agreement

Management and the Union will split the cost of the printing of this Agreement on a 50/50 basis.

Section 5. Subcontracting

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

Article XXI

No Strike -Lock Out

The bargaining unit agrees for itself, its representatives and its members that neither it nor they will directly or indirectly call for, instigate, sanction, or encourage a strike or any concerted work stoppage or other job action designed to impair or impede the functions of any County Office.

The Union and the bargaining unit agree to actively seek stoppage of any type of job action by a member of member of the bargaining unit and shall take whatever affirmative steps reasonable within their ability that are necessary to end such job action.

The administration reserves the right to take disciplinary action against those who violate this section.

The administration agrees not to lockout any member of the bargaining unit during the term of this Agreement.

Article XXII
Layoffs, Abolishment's and Seniority

Section 1. Layoffs and Abolishment's

The employees may be laid off as a result of a lack of work, lack of funds or job abolishment, but only after all temporary, part-time, seasonal and intermittent employees in the department have been laid off or terminated. For purposes of this section, "job abolishment" shall mean the permanent (permanent meaning one-year) elimination of a position from the department. The Employer shall notify the Union and each affected employee(s) to be laid off at least fourteen (14) calendar days before the date of layoff and will discuss with the Union's representatives the effects on the remaining employees. Any layoff of an employee shall be instituted in accordance with the least County seniority (as defined in the Agreement) employees in the affected classification being laid off first.

An employee laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled in reverse order of their layoff. Any recalled employee required by Management to have additional training to meet the position qualification in existence at the time of recall, must satisfactorily complete any additional training requirements within twelve (12) months of the recall. Any training required in this section shall be at the Employer's expense. If any employee is recalled to a position in a lower rated job classification, he shall have the right to return to the job classification he held prior to being laid off in the event it subsequently becomes available.

Notice of recall shall be sent to the employee and Union by certified mail. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided in writing by the employee to the employer.

The recalled employee shall have five (5) calendar days following the date of receipt of the recall notice to notify the employer of his intention to return to work and shall have fourteen (14) calendar days following the receipt of the recall notice in which to report for duty, unless a later date is specified in the notice of recall.

Section 2. Seniority

Seniority will be based on the years of service with the Lucas County Information Services Department (LCIS). In cases where two or more persons started their service with LCIS on the same date, seniority will be established by the last four (4) digits of the employee's social security number on the date of hire, with the lower number having seniority over the higher number. Seniority will be used for vacation scheduling, order of layoff and bidding for building or vacancies and training. County seniority is the date of hire with the county. This seniority will be used for accrual of vacation time.

Management will furnish seniority list by classification and date hired to steward and the union annually or on request.

Article XXIII

Tuition Reimbursement, Education, Training

Employees are also eligible for the Educational Assistance Program established and approved by the Lucas County Commissioners on January 4, 1996, resolution # 96-0022 for all General Fund Departments.

Article XXIV

Dress Code

Appropriate business attire that is neat, pressed and clean and projects a professional appearance. Dress standards may vary for the type of work being performed.

Currently, casual business attire is worn on Mondays if appropriate.

Article XXV

Savings Clause

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with applicable laws. Such negotiations shall commence with ten (10) days of discovery.

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be effected, modified, altered, or changed to the detriment of the other party in any respect whatsoever by the consolidation, merger, sale, transfer, lease, or the assignment of either party hereto, or kind of the ownership or management of either party hereto or of any separable, independent segment of either party hereto except to the law provides to the contrary.

Article XXVI

Section 1. Changes

This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto.

Section 2. Notice

Either party desiring to change or terminate this Agreement must notify the other, in writing, at least ninety (90) calendar days prior to the termination date of this Agreement. Negotiations must commence within the ninety- (90) calendar day period. Whenever notice is given for changes, the nature of the changes must be specified in the notice.

Article XXVII

Section 1. Parking

Effective May 1, 1998 employees will be able to choose a salary reduction in order to receive employer paid parking. Each employee will complete the parking reimbursement request as designated by the payroll department. This form must be submitted by the fifth (5th) of the month with receipt (s) attached in order to receive reimbursement for that month. Employees will receive a reduction in salary equivalent to the parking reimbursement request. Both the salary reduction and the pre-tax parking reimbursement will normally be completed on the next paycheck issued, but in no case later than the second paycheck issued after the fifth (5th) of the month.

Section 2. Personal Vehicle Reimbursement

This is reimbursed at current County rate per mile.

Section 3. Network Vehicle

Lucas County Information Services Department will provide a County vehicle, when available, for Staff to provide better service to remote sites.

ARTICLE XXVIII TERM OF AGREEMENT

The economic and non-economic portion of this Agreement shall be effective as of the 1st day of January, 2014 and shall remain in full force and effect until December 31, 2016, which shall be automatically renewed every year thereafter unless either party shall notify the other in writing ninety (90) 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.

Signature Page:

FOR LUCAS COUNTY AUDITOR

Ante Lopez

For IBEW

Joseph E. Cousins
Chuck A. Mc Lane

James W.

James Walter- Assistant Prosecutor,

Lucas County Prosecutor's Office
As to form only