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STATE EMPLOYMENT
RELATIONS BOARD

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

LUCAS COUNTY RECORDER

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

LOCAL 544

JANUARY 1ST, 2016 through DECEMBER 31ST, 2018

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ARTICLE 1
PREAMBLE

This Agreement entered into by the Recorder of Lucas County, hereinafter referred to as the "Employer", and Local 544, American Federation of State, County and Municipal Employees, AFL-CIO and Ohio Council 8, AFSCME, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the employer and the Union; the establishment of peaceful procedure for the resolution of differences and the establishment of conditions of employment through collective bargaining.

ARTICLE 2
RECOGNITION

The Bargaining Unit includes:

- * Data Entry Clerk
- * Data Entry Work Leader
- * Clerk
- * Counter Clerk
- * Counter Clerk Work Leader
- * Microfilm Technician
- * Microfilm Technician Work Leader
- * Data Entry Supervisor
- * Counter Clerk Supervisor
- * Floater
- * Scanning Technician
- * Scanning Technician Work Leader
- * Coordinator of Work Leaders
- Lead Deputy Recorder
- Deputy Recorder

* These positions are vacated and unused as a result of the re-organization of the Recorder's Office.

Excluded from the Bargaining Unit: County Recorder, Chief Deputy County Recorder, Office Manager and Executive Assistant.

ARTICLE 3
NONDISCRIMINATION

The Employer agrees not to discriminate in the hiring of employees. The Union and the Employer agree not to discriminate in the training, upgrading, downgrading, promotion, transfer, layoff, discipline, overtime, discharge,

or otherwise because of race, color, religion, sex or gender identity, national origin, marital status, disability, pregnancy, military/veteran status, genetic information or sexual orientation. The Employer agrees not to discriminate, either for or against any employee, because he serves on the Executive Committee or any other legitimate service rendered by the Union.

ARTICLE 4 UNION REPRESENTATION

The Union shall be permitted one Steward and an Alternate. The names of Union Steward, Alternate, and Officers shall be submitted in writing to the Recorder. The request in writing for union time shall be returned from Management within a reasonable time. The Employer recognizes that specific union activity on behalf of employees requires time away from assigned Recorder's duties and will occur during normal working hours to a maximum of five (5) hours per week. These activities include investigating, presenting and adjusting grievances and disputes, representing employees at hearings, and participating in labor management meetings and any other activity authorized by this contract. Union release time will be noted using the Lucas County's Time Off request application.

The date and time to be used by the steward, alternate steward, and other union officials must be pre-approved by the Deputy Recorder as to be least disruptive to operation and staffing levels. Abuse of time granted herein shall first be addressed through a Labor-Management hearing, and if unresolved, can lead to disciplinary action.

It is understood that the steward and alternate steward will be provided two (2) days each per year, without loss of earning or benefits, to attend Union sponsored training. In addition, the steward or alternate steward will be provided five (5) days each year, without loss of pay or benefits, to attend union sponsored conferences. Requests to attend these training or conferences must be submitted in writing to the Deputy Recorder at least two (2) weeks in advance of the time to be taken to attend these training or conferences. Approval is subject to staffing levels and efficient operations of the office as determined at the sole discretion of the Employer. Time granted herein for union sponsored training and conferences shall not be accumulative.

Accredited representatives, whether Local Representatives, Council Representatives or International Representatives, shall have full and free access to the premises of the

Recorder's office during working hours to conduct Union business after first notifying the Recorder, or their designee, and after receiving permission to do so.

Additionally, the union steward or alternate can meet with the employees individually from the hours of 8-9 a.m. with approval by Management to handle other union business in the office in order to decrease the interruption of workflow during normal business hours.

Also, the union steward can meet once a quarter from the hours of 8-9 a.m. with the entire union staff.

The union steward or the alternate will be able to attend the Local 544 monthly stewards meeting.

ARTICLE 5 **PROBATION PERIOD**

There shall be a one hundred and twenty (120) calendar day probationary period for all new hires with a review every 45, 90 and 120 days. There shall be a ninety (90) calendar day probationary period for promotions. Within thirty (30) calendar days of the promotion, the employee may elect to return to his or her original position. Extensions to the initial probationary period may be granted by mutual agreement.

ARTICLE 6 **BULLETIN BOARDS**

The Employer agrees to provide a Bulletin Board in the Break Room. The Union Steward shall post information relating only to Union activities. The use of the Bulletin Board for any other purpose shall only be with Management approval.

The Employer agrees to post a current seniority list.

ARTICLE 7 **SAFETY AND HEALTH**

Both parties to this Agreement recognize their responsibility for the establishment of safe working conditions. They agree that the enforcement of safety rules is a mutual responsibility. If an employee believes that his or her working conditions are unsafe, or that an unsafe condition exists, it will be reported immediately. Management will have twenty-four hours to correct the unsafe condition before the person shall have the opportunity to file a grievance. No

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

A Safety Committee, composed of the Union and the Employer, shall be established and shall meet to discuss safety and health issues. Unresolved issues may be submitted through the grievance procedure. The Employer shall pay for all job-related vaccinations and immunizations.

ARTICLE 8 LABOR-MANAGEMENT MEETINGS

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

The Union will be represented by the Steward, his/her alternate and the Union Staff Representative. Upon mutual agreement, additional representatives may attend.

ARTICLE 9 MANAGEMENT RIGHTS

SECTION 1. The Union shall recognize the right and authority of the County Recorder to administer the business of the County, and in addition to other functions and responsibilities which are not mentioned herein, the Union shall recognize the County Recorder has and will retain the full right and responsibility to direct the operations of the County Recorders Office, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to the following:

1. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, lay off, recall, reprimand, suspend, discharge, reward, or discipline for cause, and to maintain discipline among employees.
2. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to

be performed, including implementation of necessary action in emergency situations;

3. To determine the County Recorder's budget, goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively and efficiently meet those purposes;
4. To determine the size and composition of the work force and the County Recorder's organizational structure, including the right to relieve employees from duty due to lack of work or lack of funds;
5. To determine the hours of work, including overtime, work schedules, and to establish reasonable work rules for all employees.

SECTION 2. The union recognizes and accepts that all rights and responsibilities of the County Recorder, not specifically modified by this Agreement or ensuing agreements, shall remain the function of the County Recorder.

SECTION 3. If required to negotiate during the term of this Agreement, the Employer can implement their "last and best offer" after a reasonable period of time.

ARTICLE 10 **JOB DESCRIPTIONS**

All employees shall be provided with an accurate description of their job. Job descriptions shall be reviewed and updated as needed. An employee's job duties shall be substantially in compliance with their job description. Updates of existing job descriptions shall be established through the Labor-Management meeting process.

ARTICLE 11 **DUES DEDUCTION**

A. The employer shall deduct from wages of bargaining unit members, membership dues and initiation fees for each employee who has signed an authorization card for such deduction. Dues Deduction shall be made in equal installments each pay period. The Union shall inform the employer of the amounts to be deducted under this Article. The County further agrees to remit to the Comptroller of Ohio Council 8, 6800 N. High Street, Worthington, OH 43085-2512, dues, initiation fees, service charges, and uniform assessments so deducted from the paychecks of employees covered herein.

B. P.E.O.P.L.E. Check-Off

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

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

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

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

ARTICLE 12
FAIR SHARE FEE

Effective February 1, 1986, all employees in the bargaining unit who, sixty (60) days from date of hire are not members in good standing of the Union, shall pay a Fair Share Fee to the Union.

All employees hired prior to or after February 1, 1986, who do not become members in good standing of the Union shall pay a Fair Share Fee to the Union effective sixty (60) days from the employee's date of hire.

The Fair Share Fee amount shall be certified to the Employer by the Treasurer of the Local Union.

The deduction of the Fair Share Fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

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

The Union agrees to hold harmless the Employer against any and all claims which may arise in the Employer's implementation of the Fair Share Provisions.

ARTICLE 13
OFFICE HOURS

The County Recorder's Office shall be open for normal business from 8:00 A.M. to 5:00 P.M.

ARTICLE 14
SENIORITY

Seniority is defined as years of continuous service in the Lucas County Recorder's Office.

ARTICLE 15
BARGAINING UNIT WORK

Management and/or non-bargaining unit employees may from time to time, do bargaining unit work so long as no bargaining unit members are displaced, laid off, or denied reasonable overtime opportunities.

Non-bargaining unit employees will not do bargaining unit work at the end of the day to avoid paying overtime to bargaining unit employees. There must be sufficient bargaining unit employees available to do the work and provided the public is being served most efficiently.

ARTICLE 16
SUBCONTRACTING

The Recorder can subcontract work as long as no bargaining unit employee is displaced, or laid off as a direct result of said subcontracting, nor shall this cause erosion of the bargaining unit.

ARTICLE 17
PERSONNEL FILES

Upon the approval of the Recorder or Designee, an employee may request to review their personnel file. Confidential letters of references will be excluded from this provision.

ARTICLE 18
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. If the Union does not believe the work rules are reasonable then the Union must request a Labor-Management meeting before filing a grievance.

Work rules shall be uniformly applied within a department. The Union may grieve on the basis of the reasonableness of the work rules.

The parties recognize that not all work rules can be reduced to writing. The Employer reserves the right to manage the Agency. Employees must have knowledge of a work rule in order to be held responsible for following it.

ARTICLE 19
COPIES OF THE AGREEMENT

The County Recorder agrees to provide the Union with sufficient copies of this Agreement for distribution to all bargaining unit employees. The County Recorder or the Union Steward agrees to provide a copy to all newly hired employees at the time of hire.

ARTICLE 20
CIVIL RIGHTS SUITS

In the event a civil rights suit is filed against the County Recorder, the County Recorder shall immediately notify the Union.

ARTICLE 21
BIDDING PROCEDURE

A. When a vacancy occurs for any reason and management determines to fill the position, the job shall be posted for three (3) consecutive work days.

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

C. Employees wishing to bid on **the** posted job shall submit their bids to the Recorder or designee.

D. Subject to the provisions of this Article and Section, the job shall be awarded to the senior most qualified employee who bids on the job. The Recorder shall take into account the employee's record as a whole for determining the most qualified employee including but not limited to:

- * job qualifications contained in the job description and/or posting
- * attendance record as a whole, including but not limited to meeting the attendance standard under Article 30
- * documented disciplinary record
- * documented work experience within and outside the Recorder's Office, including but not limited to work related training and educational courses
- * Documented job performance including but not limited to job evaluations

Based upon these factors, if two (2) or more employees are Deemed by the Recorder to be equally qualified, then the position shall be awarded to the most senior employee. In the event that no employees who bid on the job are deemed qualified, then the Recorder shall consider other bidders within the office in accordance with provisions of this Article prior to considering applicants from outside of the bargaining unit.

Employees who bid on the job bear the responsibility for ensuring that all verifications of qualifications are in their personnel file prior to the expiration date of the posting. While the ultimate responsibility is the employee's, the Recorder's Office upon request will advise the employee on how to obtain the necessary verification(s).

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

F. A vacated job which is to be filled shall be posted not later than seven (7) consecutive work days after the vacancy occurs. A successful bidder will assume the duties of the job not later than ten (10) working days after the bid is removed

from posting. Unusual circumstances may require an extension of the ten (10) working day time limit. When an extension is necessary, the Employer shall notify the Steward in writing, of the reason for the extension, and the length of the extension. In the case of a promotion, the employee who was selected to fill the position shall earn the higher rate of pay during the extension.

G. Should an accepted bidder fail to perform the job satisfactorily within ninety (90) days for all promotions, said employee involved will be returned to his or her previous job with seniority unimpaired. An employee may file a grievance alleging a violation of this Section to Step 2 of the grievance procedure.

H. A copy of the posting will be given to the Steward who will also be informed of those who bid and who was ultimately awarded the job.

I. In the event that there is no bidder or no successful bidder from within the bargaining unit, the Employer may interview from an outside source to fill the position.

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

K. Ties in seniority shall be determined by the time stamp on the employees' employment application.

L. 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 on behalf of the employee.

M. When a vacancy is filled from outside, it will be filled as soon as possible but no later than 30 days after the advertisement of the job. The vacancy will be advertised within seven (7) consecutive work days of the Employers determination to fill from the outside.

ARTICLE 22 DISCIPLINARY ACTION

An employee may be disciplined for reason outlined in Section 124.34 of the Ohio Revised Code or for other just and reasonable cause. The parties agree that disciplinary action shall be progressive and corrective.

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.

When it becomes necessary to reprimand an employee 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 employee of the bargaining unit is guilty of incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, or 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. Charges shall be given to the Employee and the Steward within five (5) work days of the Employer's knowledge of the incident.

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

When it becomes necessary to counsel an Employee, it shall be done in private, in a manner that will not cause embarrassment to the employee. Counseling is intended to be used as a corrective measure, and should be used to call attention to proper procedures and performance exception. Employees may submit comments to be attached to the counseling record. The employee and steward will be given a copy of all counseling records. The only issue that is grievable under this article is whether or not counseling was done in the manner provided under this article. The contents of or the reasons for the counseling is not grievable.

After twelve (12) continuous months of no discipline, all notations of counseling records and/or disciplinary action shall be cleared from the employees file.

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

Verbal and written reprimands shall only be grievable to Step 2 of the grievance process. All other disputes or disciplinary actions that may result in a grievance under this agreement shall be referred to the Labor/Management meeting process and good faith efforts will be used to resolve the dispute in the Labor/Management meeting process before a grievance is filed under this article.

ARTICLE 23
GRIEVANCE PROCEDURE

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

A grievance is a complaint concerning a violation or non-compliance with the terms of this Agreement. Any other dispute may be referred to the Labor-Management meeting process.

STEP ONE: The Employee and the Steward will discuss the grievance with the supervisor who will make every reasonable effort to effect a settlement in accordance with the provisions of this Agreement.

STEP TWO: If the grievance remains unsettled after going through Step One it may be submitted by the Steward or Union Staff representative to the Recorder or Deputy Recorder within five (5) working days after the Step One answer. A hearing with the Recorder or Recorder's designee will be held within twenty-one (21) days. The Recorder shall render a written decision no later than seven (7) working days after a grievance hearing before the Recorder. The holding of a hearing will not delay the written answer unless an extension of time is agreed upon by both parties.

MEDIATION: The parties may utilize grievance mediation with mutual agreement after Step 2 of the grievance procedure is completed. The parties agree to use the services of the Federal Mediation Conciliation Services (FMCS), the State Employees Relations Board (SERB), or other mutually agreed upon mediation services. Notices of mediation requests are to be signed by both parties and forwarded to the mediator by the moving party. Should the availability of a mediator unnecessarily delay the processing of a grievance, in the opinion of either party, either party may withdraw its consent to mediation by notifying the other party in writing. The grievance may then proceed to the next step.

FACT-FINDING: In addition to or in lieu of mediation, upon

mutual agreement, the parties may submit a grievance to non-binding fact-finding.

The Fact-Finding Committee will be comprised of three (3) members. One (1) member representing the Recorder's Office, one (1) member representing the Union, and one (1) Neutral, who will be chosen by mutual agreement of the parties.

The Committee shall convene a hearing no later than fifteen (15) working days after the grievance has been moved to this step. The Committee shall hear all the facts and render its findings to the Union and to the Recorder no later than five (5) working days after the hearing. While the Committee's decision is not binding, both parties shall treat the Committee's decision as a serious attempt to preserve a good Labor-Management relationship.

BINDING ARBITRATION: The request for arbitration shall be submitted by the Union to the Recorder within thirty (30) days of the answer in step 2 or mediation or fact-finding, whichever is applicable.

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 name shall be struck from the list until one name remains and that person shall be the arbitrator.

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

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

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

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

C. In cases of termination, the arbitration hearing shall be scheduled within 120 days of the last response in step 2. The decision of the arbitrator shall conform to Ohio Civil Service and other applicable laws and shall be binding upon both parties.

1. The arbitrator shall not be empowered to rule contrary, to amend, add to or eliminate any of the provisions of

this agreement.

It is agreed that job evaluations, oral and written reprimands are not subject to binding arbitration.

Time frames provided under this Article may be waived by mutual agreement of the parties.

ARTICLE 24
LAYOFF PROCEDURE

SECTION 1 - CONTROLLING PROCEDURES

The Lucas County Recorder shall lay off employees 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.

SECTION 2 - REASON FOR LAYOFF

Employees may be laid off as a result of lack of work, lack of funds, or abolishment of positions.

SECTION 3 - BUMPING/DISPLACEMENT PROCEDURES

All layoffs shall be on the basis of seniority and qualifications as discussed below.

No full-time employees shall be laid off before seasonal, intermittent, temporary or part-time employees.

All layoffs shall be on the basis of seniority within the employee's classification. Seniority is defined as years of service in the Lucas County Recorder's Department. In the event an employee cannot hold in his present classification, he shall have the right to "bump/displace" an employee with lesser seniority in the same or lower classification within the same class series. It is understood that an employee must be qualified for the position into which he/she is bumping/displacing.

An employee who has been designated for layoff, may accept layoff rather than exercise his displacement rights. The exercise of such option shall not cause the Employer to prejudice the employee's right to unemployment benefits or recall, as allowed by the law.

SECTION 4 - RECALL FROM LAYOFF

The names of the employees who have been laid off shall be put on a recall list for one (1) year according to their seniority. The employee with the most seniority shall be recalled first to any job for which he has the qualifications when job vacancies are to be filled or when funds and work are available. Laid off employees shall be offered less than full-time employment that becomes available. The employee has the option to accept or reject less than full-time employment without jeopardizing his right of recall.

Employees shall be reinstated from layoff in the inverse order from which they are laid off before any new bargaining unit employees are hired. In recalling employees, the department shall use certified mail to the employee's last known address; the laid-off employee is responsible for giving written notice to the department of address change during this period of layoff. The employee is required to notify the employer within fourteen (14) days from the date of receipt of the certified letter of his decision regarding returning to work.

ARTICLE 25 LEAVE OF ABSENCE

A leave of absence without pay may be granted to an employee in the bargaining unit upon application to the Department Head. The leave may be granted in accordance with the following conditions:

1. A leave of absence shall not exceed one (1) year. **All available paid leave shall be exhausted before an employee is eligible for unpaid leave.**
2. A leave of absence for purposes other than illness shall not exceed a period of thirty (30) days, unless certain requirements are satisfied. An employee, who receives 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 Recorder, wherein the employee shall state the reason why the leave has been requested. An employee shall lose no seniority for a period of one (1) year while on a leave of absence.
3. **Parental Leave** shall run in accordance with the Recorder's Family and Medical Leave Policy. Once the employee has exhausted leave under the Family and Medical Leave Policy, the employee may choose to take the remaining parental leave without pay.

ARTICLE 26
MILITARY LEAVE

All officers and employees of the County Recorder who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other Reserve components or 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 in accordance with ORC 5923.05.

ARTICLE 27
FUNERAL LEAVE

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

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

In addition, one (1) day will be granted for Aunts, Uncles, Nieces, Nephews, Step-sisters, and Step-brothers. If a death or burial of an immediate family member occurs more than 150 miles from Toledo then the employee receives two (2) additional days.

In the event that the days needed to arrange for and/or attend the funeral occurs on a weekend (Saturday & Sunday) or a recognized Holiday then the employee shall receive paid funeral leave as provided in this provision on the workday(s) immediately following the weekend or recognized Holiday.

ARTICLE 28

HOLIDAYS

Holidays shall be:

the first day of January, **New Years Day**;
the third Monday in January, **Martin Luther King Day**;
the third Monday in February, **President's Day**;
the Friday before Easter, **Good Friday (1/2 Day)**;
the last Monday in May, **Memorial Day**;
Fourth day of July, **Independence Day**;
first Monday in September, **Labor Day**;
the second Monday in October, **Columbus Day**;
the eleventh day of November, **Veteran's Day**;
the fourth Thursday in November, **Thanksgiving**;
the day after the fourth Thursday in November, **Friday**;
the twenty-fourth day of December, **Christmas Eve Day**;
the twenty-fifth day of December, **Christmas Day**;

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

In the event that any of the aforesaid holidays fall on Saturday, then the Friday immediately preceding shall be observed as the holiday. In the event that any of the aforesaid holidays, with the exception of the twenty-fourth day of December, fall on Sunday, the Monday immediately succeeding shall be observed as the holiday. In the event that the twenty-fourth day of December falls on Sunday, the Friday immediately proceeding shall be observed as the holiday.

Only employees in active pay status for the entire scheduled work day immediately preceding and the entire scheduled work day immediately following the observed holiday will be eligible for holiday pay.

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

Employees are expected to work the entire scheduled work day the day before the twenty-fourth day of December, the entire scheduled work day after the twenty-fifth day of December and the entire scheduled work day before and after the first day of January unless prior approval is given by the employer for vacation or sick leave or the employee is on an approved leave

of absence in accordance with the Employer's Family and Medical Leave Policy.

Only employees who are at work (8 hours) the entire scheduled aforementioned work days, subject to the provisions of this paragraph, shall be entitled to eight (8) hours of personal time to be used at the discretion of the employee within the subsequent twelve (12) month period in accordance with the same procedures used for requesting vacation leave. The eight (8) hours of personal time shall be non-accumulative.

ARTICLE 29
VACATIONS

Each full-time employee, including full-time hourly employees, after service of one (1) year with the County, shall have earned 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. The following vacation accrual schedule shall apply:

YEARS OF SERVICE WITH THE LUCAS COUNTY RECORDER ENTITLEMENT:		
1.	Two (2) weeks after one	(1) year
2.	Three (3) weeks after six	(6) years or more
3.	Four (4) weeks after twelve	(12) years or more
4.	Five (5) weeks after twenty	(20) years or more
5.	Six (6) weeks after twenty-five	(25) years or more

Holidays shall not be charged to an employee's vacation leave. Vacation leave shall be taken by the employee during the year in which it accrued and prior to the next recurrence of the anniversary date of his employment.

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.

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 the vacation.

Upon separation from employment with the Recorder's Office, employees shall be cashed out up to one (1) year earned and

unused vacation accrual.

Requests for vacation time shall be electronically submitted by the employee to the Deputy Recorder prior to an equivalent number of days requested, i.e. one (1) day or less, one (1) day notice. The Employer will notify the employee within two (2) working days of the request whether the leave has been approved. Approval for vacation requests made during the year shall be on a first come basis. The amount of leave requested during the year must be earned and accrued at the time of the request, and shall be approved at the sole discretion of the Employer, subject but not limited to, staffing levels and the efficient operation of the office.

The employee may request by December 31st vacation to be taken in the following year. The Employer will notify employees within five (5) working days of January 1st whether the vacation requests have been approved. Approval for vacation requests submitted by December 31st shall be based upon seniority. The amount of leave requested by December 31st must be earned and accrued by the time the leave is taken. Vacation request for time to be taken during the year must be submitted by the employee in writing to the Deputy Recorder prior to an equivalent number of days requested, i.e. one (1) day leave then a minimum of one (1) day prior written notice, one (1) week leave then a minimum of one (1) week prior written notice, etc. These time requirements for submitting vacation request shall be waived in emergency situations. The Employer will notify the employee within two (2) working days of the request whether the leave has been approved. Approval for vacation requests made during the year shall be on a first come basis. The amount of leave requested during the year, must be earned and accrued at the time of the request and shall be approved at the sole discretion of the Employer subject, but not limited to, staffing levels and the efficient operation of the office.

All employees shall be allowed three and a half days (3½) personal days to be taken during the calendar year. Such personal days shall be non-accumulative. Personal time shall be submitted following the same guidelines as request for vacation time. Approval for requests for personal days shall be at the sole discretion of the Recorder and such approval will not be unreasonably denied.

One employee from each unit may be allowed to take vacation time or personal time off during the period between Christmas and New Years. Requests for such time off during this period shall be approved on the first come first served basis and in accordance with the procedures set forth in the vacation

policy in this Article.

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

Vacation leave, compensatory time and unpaid leave time must be taken in no less than fifteen (15) minute increments.

ARTICLE 30
SICK LEAVE

Each County employee shall be entitled for each completed eighty (80) hours of service to sick leave of four and six tenths (4 6/10) hours with pay. Employees may use sick leave, upon approval of the responsible administrative officer of the employing unit, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and to illness, injury, or death in the employee's immediate family. However, sick leave shall not be used in the same pay period in which it was accrued. Unused sick leave shall be cumulative without limit.

For the purpose of this section, an employee's immediate family shall include father, mother, brother, sister, spouse, child, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, step mother, step father, grandmother, grandfather, grandchild, and any other relative residing in the household of the employee.

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, consistent with the requirements of FMLA and ADA. Examples may include but are not limited to the following, with or without medical verification:

- A. Before or after holidays.
- B. Before or after weekends or regular days off.
- C. After pay days.
- D. Any one specific day of the week.
- E. Absences following overtime worked.
- F. Partial days.
- G. Pattern of maintaining zero or near zero balance defined as eight (8) hours or less at the beginning of each pay period.
- H. Use of more sick leave than earned - excessive absenteeism.

- I. Calling off sick on days when vacation or compensatory time was previously denied.
- J. Pattern use of sick leave.
- K. Consistent one day sick leave usage.

When an employee has exhausted sick leave, he shall not be allowed to automatically use vacation or compensatory time. Such use, if allowed, is at the discretion of the Employer. All leave time, paid or unpaid, will be taken in fifteen (15) minute increments. The Employer shall be reasonable in applying this section of the contract.

Satisfactory Attendance Standard

In order to be considered to have satisfactory attendance, an employee must meet the standard set forth below:

Use no more than sixty (60) hours combined sick leave, leave of absence and unapproved leave of absence (i.e., tardiness or due to running out of sick leave) per year.

FMLA qualified absences and documented absences of three (3) days or more will not count.

For the purpose of bidding, a year is considered to be the 365 days prior to the expiration of the posting deadline. An employee who does not meet the standard will be deemed unqualified for bidding purposes under Article 21.

When an employee has exhausted sick leave, he shall not be allowed to automatically use vacation or compensatory time. Such use, if allowed, is at the discretion of the Employer. All leave time, paid or unpaid, will be taken in fifteen (15) minute increments. The employer shall be reasonable in applying this section of the contract.

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. Sick leave must be taken in fifteen (15) minute increments. The previously accumulated sick leave of an employee, who has separated from public service, shall be placed to his credit upon his reemployment in the public service, provided that such reemployment takes place within ten (10) years of the date on which the employee was last terminated from public service. An employee who transfers from one department to another shall be credited with the unused balance of his accumulated sick leave. If medical attention is required, a certificate stating the nature of the illness from a licensed physician shall be required to justify the use of sick leave.

Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action, including termination.

Employees accumulated sick time, vacation time, personal and compensatory time will be printed on the employees' payroll stub every pay period to the extent possible through the PeopleSoft program. The parties acknowledge and agree that the PeopleSoft program is under the control of the Lucas County Commissioners and therefore the Recorder cannot be held responsible for any and delays or other problems associated with the PeopleSoft program. It is understood that an employee, at any time, can check his/her accumulated sick time, vacation time, personal and compensatory time with the Department head. It is further understood that an employee, at any time may request and receive a copy of the employees' accumulated sick time, vacation time, personal and compensatory time.

The Recorder, on an annual basis, shall grant a total of **four (4) hours** for the purpose of a wellness visit examination which can include: a Mammogram Examination, Pap Smear examination, and a Prostate Cancer Examination. The employee shall provide written proof from the employee's physician of the examination and the date that the examination occurred. Approval of the **total (4) hours** leave shall be subject to the sick leave procedures as provided in this article. **Additional time above the allocated four (4) hours will be charged as sick leave, vacation or personal time in that order.**

SICK LEAVE CONVERSION UPON RETIREMENT

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

A. For employees with ten(10)years or more service, retiring between November 1st, 2011-December 31st, 2011, such conversion shall be based on thirty-three and one-third (33 1/3) percent of the value of the employee's accrued, but unused, sick leave credit, up to a total of one-third (1/3) on one hundred twenty (120) days (nine hundred sixty (960) hours).

For employees having less than ten (10) years of service, retiring between November 1st, 2011-December 31st, 2011, 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).

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

- B. Effective January 1st, 2012, such conversion for all employees upon retirement 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).

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

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

CONVERTING SICK LEAVE TO PERSONAL LEAVE

Each January, employees with more than one hundred and forty-four (144) hours in accumulated sick leave may convert a maximum of two (2) workdays per calendar year to personal leave. 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. Personal leave may be used for any purpose including but not limited to: household emergencies and religious observances. Personal leave does not accrue from year to year. Except in emergencies, personal leave must be requested and approved in the same manner as vacation leave. Employees wishing to use personal leave in any emergency situation, under this provision, must notify as using and document the emergency. The Deputy Recorder/Designee may deny personal leave (except in emergency situations) to maintain office coverage. Personal leave shall not be unreasonably denied.

CONVERTING SICK LEAVE TO CASH

Any employee hired before January 1st, 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.

ARTICLE 31
OVERTIME

An employee who is required to work more than forty (40) hours in any given work week shall be paid time and one-half (1 1/2) for any time worked beyond the forty (40) hours. A forty (40) hour work week shall consist of time actually worked, paid sick leave, paid funeral leave, or any other time in active pay status. At the sole discretion of the Employer, compensatory time may be offered in lieu of cash payment for overtime. In the event that compensatory time is offered, the employee may choose to take compensatory time or cash payment for the overtime.

It is understood that overtime work may be turned down by an employee unless the Recorder or a designee determines that an emergency exists. During an emergency, overtime is mandatory.

Overtime lists shall be posted and shall be kept current on a week-to-week basis.

"Regular Overtime" will be considered prescheduled overtime that may be needed at the end of the day that is not considered emergency overtime. It will be offered to those employees prior to the end of the workday, who have the least amount of overtime based upon the overtime list. Refusal to work regular overtime will be done in writing on the form provided. In the event that no one signs or acknowledges regular overtime, Mandatory Overtime will be implemented.

"Mandatory Overtime" will be worked by the least senior employee in a classification who is qualified when scheduled overtime is posted and no employee signs or acknowledges their availability to work said overtime.

"Emergency Overtime" will be considered overtime required at the end of the day to accommodate clients who may arrive just prior to the Recorder's Office closing and going beyond 5:00 PM to complete the service. This overtime will be offered to those employees who are at work at the time and the overtime will go to the employee with the least amount of overtime based on the overtime list. Refusal to work emergency overtime will be done in writing on the form provided.

Employees shall earn double time after twelve (12) hours of

work in any work day and for work done on Sundays and holidays.

All overtime must be approved by management in advance.

ARTICLE 32
WORKING OUT OF CLASSIFICATION

- A. Employees who are assigned to work in the **Lead Deputy Recorder** classification on a temporary basis shall be selected on the basis of rotating seniority.
- B. Temporary assignments to the **Lead Deputy Recorder** position shall be in accordance with Section A of this, in addition to the following:

The employee temporarily filling the **Lead Deputy Recorder** position will be paid an additional 3% of his/her regular rate of pay.

The employee temporarily filling the **Lead Deputy Recorder** position must be available for active work status (being in the position at work and not taking any leave) for the entire period in which the **Lead Deputy Recorder** is on leave.

An employee temporarily filling the **Lead Deputy Recorder** position may do so for a minimum of one (1) day or a maximum of five (5) consecutive days. In the event that there is a need to fill the **Lead Deputy Recorder** position beyond five (5) consecutive days, the temporary position will be offered to the next **Deputy Recorder** on the seniority list.

Employees wishing not to fill the temporary **Lead Deputy Recorder** position or unavailable to fill the position, will be rotated to the bottom of the seniority list as if they had filled the position.

ARTICLE 33
MILEAGE AND TRAVEL

The County Recorder agrees to provide cars for those employees who are required to drive on County business whenever possible. In the event that an employee is required to use his own vehicle, with approval from the Recorder, reimbursement will be based on the IRS guidelines.

ARTICLE 34

WAGES

SECTION 1: New employees will start in the first step of the pay scale based upon their department. After completion of one (1) year, the new employee will advance to Step 2. After completion of two years of employment, the employee will advance to Step 3, etc.

SECTION 2 - CURRENT PAY SCALE January 1, 2016

CLASSIFICATION	Start	Step1	Step2	Step3	Step4	Step5	Step6	Step7	Step8
Head Deputy Recorder		\$19.42	\$19.80	\$20.19	\$20.57	\$21.00			
Deputy Recorder	\$13.20	\$13.79	\$14.41	\$15.13	\$15.81	\$16.52	\$17.27	\$18.05	\$18.86

EFFECTIVE 01/01/2017 2% General Wage Increase

EFFECTIVE 01/01/2018 2% General Wage Re-Opener

ARTICLE 35

P.E.R.S. PICKUP

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

ARTICLE 36

HEALTH BENEFITS

The Employer agrees to maintain the same life insurance, family hospitalization plan(s), family dental plan(s) and prescription drug cards plan for all full time employees as are provided by the Lucas County Commissioners.

ARTICLE 37

MAINTENANCE OF STANDARDS

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

ARTICLE 38
EMPLOYEE RIGHTS

No employee shall go into another employee's desk without permission from said employee. All employees shall have keys for their desks. It is understood by the parties of this Agreement that the Employer will maintain a set of master keys for all desks, cabinets, etc.

ARTICLE 39
SEPARABILITY

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

ARTICLE 40
DURATION/TERMINATION

This Contract shall be effective from **January 1, 2016 through December 31, 2018**. The full contract shall remain in effect unless either party requests negotiations on a new contract sixty (60) days before the expiration of the contract on **December 31, 2018**.

ARTICLE 41
DRUG FREE WORKPLACE

Section I. Policy

1. It is the policy of the Recorder's office to maintain a workplace free from the effects of alcohol, illegal drugs, illicitly used prescription or over-the-counter medication and other intoxicating substances which may cause potential health, safety and security problems. Further, it is the policy of the Recorder's office to foster public trust by requiring all employees to maintain the highest standard of integrity, honesty and responsibility during both work and non-work hours. All employees are expected to be fit for duty and capable of performing their assigned responsibilities in a safe and productive manner.
2. Employees are prohibited from the illegal use, possession, manufacture, distribution, dispensing, transportation, promotion or sale of drugs, drug paraphernalia, controlled substances, narcotics, legal but illicitly used substances, or alcoholic beverages while on County premises or work

sites. In addition, the Recorder prohibits off-premises abuse of alcohol and controlled substances, as well as possession, use or sale of illegal drugs, when these activities adversely affect job performance, job safety, or the Recorder's office reputation in the community.

3. Employees are prohibited from being at work or on official business while impaired by alcohol or with illegal or illicit substances present in their system. This prohibition includes prescribed or over-the-counter drugs not being used as intended and authorized.
4. Employees, who are arrested for any violation of any criminal drug statute, including misdemeanors, must notify the Recorder directly within five (5) days after such arrest. Following such arrest, the employee shall keep the Recorder informed of any trial dates, pleas or convictions. The employee shall notify the Recorder directly of any pleas or conviction within five (5) days of such plea or conviction. A conviction includes any guilty finding, including one agreed to by the employee, or plea of no contest and/or imposition of a fine, jail sentence, suspended sentence or other penalties.
5. Employees who have an alcohol or drug abuse problem are strongly encouraged to seek available treatment. When work performance is impaired, participation in treatment or any other program, including County-sponsored or required counseling, does not exempt an employee from appropriate disciplinary action up to and including termination. Failure to cooperate in an agreed upon treatment plan may result in disciplinary action up to and including termination.
6. Employees, their possessions, and County issued equipment including office space and the contents therein under the employees' control, are subject to search and surveillance at all times.
7. Employees will abide by this policy as a condition of employment. Any violation of this policy will result in discipline up to and including removal.

Section II. Drug testing

1. Reasonable Suspicion Testing

Employees may be subject to testing whenever the Recorder has reasonable suspicion to question if any employee is under the influence of alcohol or drugs or has alcohol or drugs in

his/her system. Reasonable suspicion may include, but is not limited to:

- a. Physical appearance
- b. Direct observation of behavior
- c. Pattern of abnormal conduct or erratic behavior
- d. Absenteeism or other job-related circumstances
- e. Employee who is arrested for, convicted of, or identified as a target of or involved with a criminal investigation for a drug or alcohol offense
- f. Information provided by reliable and credible sources or through independent corroboration.
- g. Evidence discloses that an employee has tampered with prior drug test.

It is the responsibility of supervisors and chief deputy recorder to immediately report to the Recorder any action by an employee who demonstrates an unusual pattern of behavior.

2. Follow-up Testing:

Employees who have been referred to counseling or rehabilitation as a result of the employee's drug or alcohol use may be subject to required follow up testing. An initial test for drugs and alcohol will be performed prior to an employees' return to work. Thereafter, periodic unannounced testing for both drugs and alcohol will be conducted for the next four years as part of the Recorder's effort to assist the employee in avoiding a return to substance abuse. The frequency of follow up will be determined by the Recorder or the Recorder's designee on a case by case basis.

3. The Recorder's Office shall pay the cost for the drug testing program as outlined in this policy.

4. Employees who are required to take a drug test shall be provided with the appropriate acknowledgement and agreement forms by the Recorder.

5. Employees who refuse drug testing will be subject to disciplinary action up to and including removal.

6. The Recorder's office shall utilize the professional services of a specimen and collection laboratory that has been

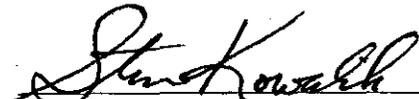
or will be determined by the Recorder when implementing the referral drug testing.

8. All test results will remain confidential subject to applicable federal, state and local laws and ordinances.

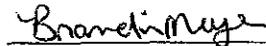
ARTICLE 42
SUCCESSORS AND ASSIGNS

As a condition of any sale, transfer, merger or re-organization of County Government, the Employer will require the new Employer to extend an offer of recognition to the Union as the exclusive collective bargaining representative of the employees in the bargaining units. Nothing contained in this proposal would prohibit the new employer from recognizing the Union as the exclusive representative of bargaining units composed of additional classifications of work which make be created by the employer and which are not now part of the Union's current bargaining unit.

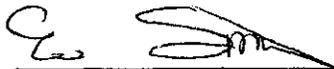
FOR THE UNION



Steve Kowalik
AFSCME Ohio Council 8

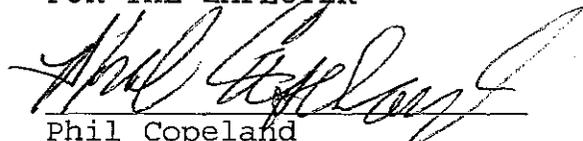


Brandi Meyer
Steward

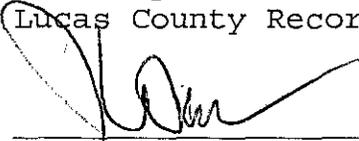


Eric Smith
Steward

FOR THE EMPLOYER



Phil Copeland
Lucas County Recorder



James Walter
Assistant Prosecuting Attorney

DATE: 12/14/2015

2016 BARGAINING UNIT PAY SCALE									
Job Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
DEPUTY RECORDER	\$13.20	\$13.79	\$14.41	\$15.13	\$15.81	\$16.52	\$17.27	\$18.05	\$18.86
LEAD DEPUTY RECORDER		\$19.42	\$19.80	\$20.19	\$20.57	\$21.00			