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## AGREEMENT

BETWEEN

INTERNATIONAL UNION,

UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL

IMPLEMENT WORKERS OF AMERICA, UAW,

AND IT'S AFFILIATED LOCAL UNION 12

AND

LUCAS COUNTY CLERK OF

COURTS

JANUARY 1, 2016 TO DECEMBER 31, 2018

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## **AGREEMENT**

This Agreement entered into this 1<sup>st</sup> day of January, 2016 by and between the Lucas County Clerk of Courts (hereinafter referred to as the "Clerk"), the Board of Lucas County Commissioners, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, and its affiliated Local Union 12 (hereinafter referred to as the "Union").

### **ARTICLE 1.**

#### **Section 1. Recognition**

The Lucas County Clerk of Courts recognizes the Union as the sole and exclusive bargaining representative for all employees in the bargaining unit of the Lucas County Clerk of Courts with respect to wages, hours and other terms and conditions of employment.

It is agreed that the bargaining unit shall not include supervisory, administrative personnel, and employees in a confidential or fiduciary relationship to the Clerk of Courts.

Current positions which are supervisory, administrative, confidential or fiduciary include: Executive Assistant to the Clerk of Courts, Human Resource Officer for the Clerk of Courts, Chief Deputy Clerk and Legal Manager, Two Supervisory (Common Pleas Court), Chief Deputy Clerk and Auto Title Manager, Supervisor Auto Title Branch-Madison, Supervisor Auto Title Branch-Heatherdowns Blvd., Supervisor Auto Title Branch-Sylvania, Supervisor Auto Title Branch-Oregon, Public Information Officer, Supervisor Domestic Relations, (1) Bookkeeper Domestic Relations, (1) Bookkeeper Civil, (1) Bookkeeper Auto Title, (1) Bookkeeper Criminal, (1) Record

Center Supervisor. During the term of this agreement, the Clerk of Courts shall not upgrade any existing bargaining unit positions.

It is agreed that the bargaining unit shall include one part-time position for each office, not to exceed 25 hours per week. Such employees may join the union and pay dues.

The Clerk and the Union agree to the addition of a "Class I" position for the "Imaging Prep" position. It is agreed that this position is part of the bargaining unit and covered by the terms and conditions of this Agreement.

### Section 2. Non-Discrimination

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

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

### Section 3. Dues Deduction

In accordance with 4117.09 of the Ohio Revised Code, as may be amended from time to time, the Clerk shall deduct on or after the 31<sup>st</sup> day of employment from the wages of members in the bargaining unit, the initiation fee and membership dues in the Union for each employee who has signed an authorization card for such deductions. The Union shall be responsible for securing

the legal authorization from each employee.

Dues deductions shall be made in equal installments from each of the first two (2) paychecks issued in a month. The Union shall inform the Clerk of the amount to be deducted under this article.

All sums deducted will be forwarded monthly to the Union. The parties acknowledge and understand that all sums deducted under this section are deducted through the Lucas County Auditor's Office. The parties agree that the Clerk shall not be responsible for conditions in the Lucas County Auditor's Office that cause a delay.

#### Section 4. V-Cap Deduction

The Clerk agrees to deduct UAW V-CAP contributions from the pay of members in the bargaining unit who authorize such deduction by completing an authorization and check-off contribution on the UAW V-CAP form. Deductions shall be made only in accordance with the provisions and in the amounts designated on the V-CAP form delivered to and on file with the Clerk and shall be a prerequisite and pre-condition of such monies.

V-CAP deductions shall be made from the first two paychecks issued in each calendar month, provided there are sufficient funds. The amount deducted will be forwarded to the Union. The parties acknowledge and understand that all UAW V-CAP sums deducted under this section are deducted through the Lucas County Auditor's Office. The parties agree that the Clerk shall not be responsible for conditions in the Lucas County Auditor's Office that cause delay.

#### Section 5. Fair Share

All employees in the bargaining unit, who are not members

of the Union after sixty (60) days from the date of hire or the effective date of this Agreement, whichever is later, shall pay a Fair Share Fee in accordance with Section 4117.09 of the Ohio Revised Code.

The Ohio Revised Code provides "the deduction of Fair Share Fee by the public employer from the payroll check of the employee and its payment to the Employee Organization is automatic and does not require written authorization of the employee." Further, the Ohio Collective Bargaining Act repealed, as of April 1, 1984, Ohio Revised Code 4117.09 provides for voluntary revocation of Union dues. It is the position of the Employer that these sections in tandem represent a clear position that the Agency fees can be collected by the Union and a duty is placed on members of the bargaining unit to pay said Agency fee to the Union.

Fair Share Fees shall be deducted in equal installments from each of the first two (2) paychecks issued in a month from the wages of bargaining unit employees who are not members of the Union. The Financial Secretary of Local 12 Union shall certify to the Clerk the amount to be deducted under this section. However, the amount of Fair Share Fees shall not exceed the amount of Union membership dues. The parties acknowledge and understand that all Fair Share sums deducted under this section are deducted through the Lucas County Auditor's Office. The parties agree that the Clerk shall not be responsible for conditions in the Lucas County Auditor's Office that cause delay.

When notifying the Clerk that an employee is not in good standing, the Union shall do so in writing, stating that the name or names appearing on the notice are not in good standing by reason of their failure or refusal to tender the Initiation

Fee and/or assessments. This notice is to be dated and signed by authorized Union officials. The Clerk shall be given fourteen (14) calendar days from receipt of notice to take action on the employee or employees. Unless reinstated by the Union within this time, or unless otherwise entitled to employment under existing State or Federal statutes, the employee or employees will be discharged. If an employee is discharged by the Clerk upon the request of the Union, and it is subsequently determined that such discharge was improper, the Clerk shall not be liable for any losses incurred by the employee resulting from the discharge.

#### Section 6. Probationary Period

All employees shall be on probation for a period of one-hundred and twenty (120) calendar days of their employment.

The parties agree that the Union shall not represent employees within the Grievance Procedure, until said employees have completed the probationary period as provided in this section. During said probation period, the Clerk, at his/her sole discretion, may terminate the employment of said employee for any reason and such discharge shall not be subject to the grievance procedure.

At the end of the probationary period, the employee shall acquire seniority from the date hired. The Clerk shall provide to the Union, in writing, the department, the date of employment, name, home address of all new employees who have successfully completed their probationary period.

The probationary period provided for in this section may be extended by mutual agreement of the Clerk and the Union.

Section 7. Indemnification

The Union agrees to indemnify the Clerk and hold it harmless against any and all suits, claims, demands, and liability for damages or penalties that may arise out of or by reason of any action that shall be taken by the Clerk for purposes of complying with this Article.

**ARTICLE 2.**

**MANAGEMENT RIGHTS**

The Union shall recognize the right and authority of the "Clerk" 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 "Clerk" has and shall 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 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, reward, or discipline for cause, and to maintain discipline among employees.

B. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed, including implementation of necessary action in emergency situations.

C. To determine the "Clerk'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 "Clerk'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 a reasonable period of negotiations.

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

The Union recognizes and accepts that nothing in the Agreement shall supersede the legal authority and duties of the Clerk, including, but not limited to, those duties and legal authority stated in the Ohio Revised Code and the Local Rules of the Lucas County Common Pleas Court.

The Union hereby recognizes that the duties of the Clerk of Courts are of a fiduciary nature, of a technical nature and also require that handling and accountability of large sums of public money.

The Union further recognizes that the Clerk is personally responsible for the acts of his deputies and the accountability of said money.

Nothing in the contract shall in any way interfere with or abridge the right of said Clerk to indemnify, for loss sustained by said Clerk either during or after his term of office against any employee and any other person or organization for recovery of such loss.

It is the intent of the contracting parties that the right of the Clerk or his assignee to seek indemnity shall not in any

way be affected or altered by this contract.

### **ARTICLE 3.**

#### **UNION REPRESENTATION & ACCESS TO PREMISES**

The members of the Union shall have the right to be represented for the purpose of administering this Agreement by a Bargaining Committee consisting of seven (7) representatives.

The Bargaining Committee shall consist of seven (7) Committee Persons representing separated departments. One of the Committee Persons shall be designated to act as Chairperson of the Bargaining Committee. Such Committee Persons shall handle grievances within their respective departments. The Union may name Alternates for the members of the Bargaining Committee. The names of the Chairperson, Committee Persons and Alternates and any subsequent changes shall be furnished to the Clerk in writing as soon as they are elected or appointed.

The Committee Person(s) shall be permitted reasonable time to process grievances and conduct other necessary union business. The Committee Persons shall notify their Supervisor when using this provision in such a manner so as not to interfere with the immediacy of job requirements unless properly relieved. It is understood that a grievance hearing shall be handled by one Committee Person. The release of Committee Persons for off-site meetings during working hours for the conduct of union business must be presented to the Clerk or his designee in writing prior to such meetings. The Clerk reserves the right to deny such release time.

The Clerk shall permit upon request, and provided reasonable notice is given, the authorized representative of the UAW, International Union to enter the premises during normal

business hours for the purpose of conducting union business.

For purposes of lay-off and recall only: The Union Chairperson will be given top seniority within the bargaining unit. Bargaining Committee members shall be given top seniority with the bargaining unit, following the Chairperson.

## **ARTICLE 4.**

### **SENIORITY SYSTEM**

#### **Section 1.Seniority Defined**

Seniority shall be defined as the total length of continuous service with the Clerk of Court's Department. Seniority shall date from the date of hire for full-time permanent employment and part-time employment, as part-time employment is defined in Article 1, Section 1 of this Agreement, of the employee in the Clerk's office.

#### **Section 2.Seniority Lists**

The Lucas County Clerk of Courts Department shall provide an up-to-date seniority list of those employees in the bargaining unit semi-annually, giving the employee's name, date of employment and classification. The list shall be made available to the Union. The Union shall be notified of any changes in classification of any employee covered by this Agreement as the change in classification occurs. Current seniority lists shall be posted on the Union's bulletin board located in centralized areas of the Lucas County Clerk of Courts Departments.

A list of newly hired employees including names, addresses and dates of hire will be provided to the Union after completion

of one hundred and twenty (120) day probationary period. A list of newly terminated employees shall be supplied to the Union as they occur.

### Section 3.Loss of Seniority

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

- A. A discharge for just cause.
- B. If he/she quits his/her employment.
- C. If he/she overstays a leave of absence without first obtaining consent from the employer for such over leave.
- D. If he/she is absent for three (3) working days without notification to management.
- E. If he/she fails to report within ten (10) working days after having been notified to return to work pursuant to notice of recall given to laid off employees. It will be the responsibility of such employee to supply the employer with the most current address and telephone number, if any.
- F. If he/she is laid off and remains on such layoff for a period of twelve (12) months.

### Section 4.Transfer Outside the Bargaining Unit

Employees who are transferred to positions outside the bargaining unit or promoted to supervisory positions shall not continue to accumulate seniority after the first six (6) months. After six (6) months' time, the employee shall decide whether they want to return to the bargaining unit or continue in their supervisory position without accumulating additional seniority with exception of temporary upgrades that may last more than six (6) months in duration. Such conditions shall not apply if the employee resigns or is terminated from the department.

## **ARTICLE 5.**

### **WORKDAY/OVERTIME**

#### **Section 1. Hours of Work**

The employee's workday shall be the regularly scheduled hours of work with a fixed starting and finishing time. The employees of the Automobile and Watercraft Title Division's work day shall be the regularly scheduled hours of work with two (2) days of extended hours per week. Staff at each of the Automobile and Watercraft Title Offices shall institute a "flex" schedule for those days providing the extended office hours. The schedule for those days shall be determined by their immediate supervisor. The schedule shall provide for an employee rotation within each branch office for purposes of staffing. The starting and finishing times for offices in the Main Office, Domestic Relations, Records Center and the Automobile and Watercraft Title Divisions shall be as follows:

#### **DEPARTMENT**

##### **Main Office, Domestic Relations and Records Center**

8:00 a.m. to 5:00 p.m. Regularly Scheduled Hours

##### **Automobile and Watercraft Title Division**

8:15 a.m. to 5:15 p.m. Regularly Scheduled Hours

9:15 a.m. to 6:15 p.m. Flexible Schedule Hours

The Clerk reserves the right to alter work schedules and shifts for reasons of efficiency or financial constraints. In the event that the Clerk seeks to alter the work schedules of the employees covered by this Agreement, he/she shall provide the Bargaining Committee with ten (10) days prior notice. The Clerk shall also enter into meaningful discussions with the Bargaining Committee on the subject, in order to explore

alternatives and discuss the implementation of altered work schedules.

### Section 2.Overtime Rate

All work performed in excess of the regular shift shall be overtime and shall be compensated at the rate of time and one-half the employee's regular rate of pay. All work performed on Saturday shall be paid at the rate of time and one-half the employee's regular rate of pay. All work performed on Sunday shall be paid at a rate of double the employee's rate of pay, with the exception of Auto, Boat, RV, and/or Clerk shows, which shall be paid at time and one-half the employees regular rate of pay.

When an employee is required to report to work at a time not contiguous to his/her regularly scheduled workday, he/she shall be guaranteed a minimum of four (4) hours pay at the overtime rate. A work week shall consist of time actually worked, paid sick leave, paid funeral leave, or any other time in active pay status.

### Section 3.Overtime - Recall

It is understood that overtime work is voluntary and may be refused by an employee, unless a department head determines that an emergency exists. In an emergency, overtime is mandatory. Voluntary overtime shall be offered to employees by a specific division or section only. For example: Civil Division, Criminal Division, Judgment Lien Section etc. The Clerk shall maintain an overtime list based on seniority. Voluntary overtime shall be offered to the most senior qualified employee in the specific division, section or unit that is to work overtime. If that employee declines the overtime on that

particular day, then it shall be offered to the next most senior qualified employee and so on down the seniority list in that specific division, section or unit. The next voluntary opportunity shall be offered to the person on the overtime list next after the last employee who accepted overtime.

Mandatory overtime shall 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 in that division, section or unit.

#### Section 4. Compensatory Time

An employee who has worked overtime shall be allowed to accumulate Compensatory Time at the overtime rate, in lieu of pay, if he/she so elects, as prescribed by Ohio Revised Code 124.08.

All Compensatory Time shall be used by the end of the year, with the exception of Compensatory Time which is accrued during the month of December. Time accrued in December may be carried over into the following year, and used by June 30<sup>th</sup> of that year.

Employees can accumulate up to forty (40) hours Compensatory Time per year. After the accumulation of forty (40) hours, employees shall be given overtime pay.

## **ARTICLE 6.**

### **JOB VACANCIES**

#### Section 1. Bidding Procedure

A. When a permanent and/or temporary vacancy occurs for any reason, or when a new position is created and such vacant or new position is within the bargaining unit, the position shall be posted not later than five (5) working days after such vacancy

occurs, and shall remain posted for a period of three (3) consecutive working days. Interviews may start immediately for all bargaining unit employees.

B. The initial bid posting shall include: classification, position title with brief description, pay rate, location (Main Office, Auto Title Branch, Domestic Relations) where the vacancy exists, the name of the person to have held the position last, and the last date bids shall be accepted. On all subsequent bids, the name of the employee awarded the previous bid, and effective date of the bid should be noted.

C. A copy of all bids shall be given to the Union, the stewards and also posted on all bulletin boards in each division, section or unit. The stewards shall be informed of those who bid on all positions after the position is awarded.

D. Employees wishing to bid on posted positions shall submit their bids to the Clerk or his/her designee.

E. In the event an employee is on vacation or on other approved leave of absence, the union steward may, at the employee request, submit a bid on behalf of the employee.

F. The position shall be awarded to the most qualified employee who had bid on that position. If two or more employees who bid on the position are determined by the Clerk to be equally qualified, then the position shall be awarded to the most senior of them. Employees shall be considered on their entire work record (seniority, job performance, attendance, personnel file, and other relevant factors) and experience. Any factor used in determining which employee shall be awarded the position shall be included in the minimum qualifications for the position as posted in the bid.

G. In the event no individual is determined to be qualified for the position, a labor management meeting shall be convened to discuss whether training can be utilized prior to hiring a new employee.

H. A successful candidate shall assume the duties of the position 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. Where an extension is necessary, the Clerk shall notify the Union in writing of the reasons for the extension, and the length of the extension. In the case of a promotion, the employee who was selected to fill the position shall earn the higher rate of pay during the extension.

I. Should an accepted bidder fail to perform the job satisfactorily within one hundred and twenty (120) days, said employee involved shall be returned to his/her previous position with seniority unimpaired. The employee shall be reviewed at least two (2) times during this period in order to assess their progress and job performance. This time frame may be extended by up to sixty (60) additional days by mutual agreement of the Clerk and the Union Chairperson. Such extension shall be accompanied by additional written progress evaluations.

#### Section 2. Vacancies Defined

A. Temporary Vacancy exists when the department becomes aware that the absence of a regularly assigned employee shall extend beyond thirty (30) calendar days. Any employee accepting a temporary vacancy shall return to their original position upon the return of the employee whose job was filled.

B Permanent Vacancy exists when a position has been vacated and the Clerk posts the vacancy for bid. It has been agreed

when a vacancy occurs the Clerk shall post all vacancies prior to placing an advertisement in the printed media. After interviewing all internal applicants, the Clerk shall have the option of placing an advertisement in the printed media.

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

## **ARTICLE 7.**

### **VACATION**

#### **Section 1. Qualification**

A full-time employee must be regularly and continuously employed by the Clerk to be entitled to any paid vacation. The amount of paid vacation to which an employee is entitled shall be determined at the anniversary date of his/her employment. Anniversary date is the date of hire as a full-time employee.

A part-time employee must be regularly and continuously employed by the Clerk to be entitled to any vacation. The amount of paid vacation to which an employee is entitled shall be determined at the anniversary date of his/her employment. Anniversary date is the date of hire as a part-time employee. Part-time employees shall accrue one-half (1/2) the vacation accrual that full-time employees of the Clerk's office receive based upon their years of service to the Clerk of Courts and based upon a 20 hour work week. Part-time employees shall not be used in the same context as seasonal employees of the Clerk of Courts.

No more than one (1) paid vacation may be earned in any twelve (12) month period, anniversary date to anniversary date. To qualify for any paid vacation, an employee must first complete one (1) full year of employment with the Clerk. During

the second and subsequent years of an employee's employment, he/she may be granted his/her paid vacation before his/her anniversary date.

The following schedule shall apply to those full-time employees who have satisfied the eligibility requirements contained in the Article.

- A. Two (2) weeks after one (1) year.
- B. Three (3) weeks after five (5) years.
- C. Four (4) weeks after ten (10) years.
- D. Five (5) weeks after twenty (20) years.
- E. Six (6) weeks after twenty-five (25) years.

Part-time employees of the Clerk's office who have satisfied the eligibility requirements contained in the Article shall accrue one-half (1/2) the vacation accrual that full-time employees of the Clerk's office receive based upon their years of service to the Clerk of Courts and based upon a twenty (20) hour work week.

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

In 2013, the Lucas County Clerk of Courts and the Collective Bargaining Committee agreed to a three (3) year step down procedure for all employees regarding their previously unused vacation leave accrual and the amount permissible to be carried over as of the employee's anniversary date. The amount to be carried over in excess of the amount permissible would be cashed out as of the employee's anniversary date. The three (3) year step down procedure was completed effective December 31, 2015. Therefore, effective January 1, 2016, employees of the Lucas County Clerk of Courts shall be allowed to carry over only one (1) year's unused vacation accrual as of the employee's

anniversary date. Any vacation leave in excess of the allowable vacation accrual carry over shall be forfeited by the employee.

### Section 2.Scheduling

A vacation list shall be posted on each individual division, section or unit's bulletin board beginning on or about November 1<sup>st</sup> and shall remain posted until December 31<sup>st</sup> for employees to request vacation time to be taken in the following year. Approval of vacation requests submitted by December 31<sup>st</sup> shall be based upon seniority. The amount of vacation leave requested during the November 1<sup>st</sup> to December 31<sup>st</sup> period must be earned and accrued at the time the request is submitted. Approval of vacation leave requested during the November 1<sup>st</sup> through December 31<sup>st</sup> period shall be posted in each department no later than ten (10) working days after January 1<sup>st</sup>. Vacation requests submitted after December 31<sup>st</sup> for time to be taken during the year must be earned and accrued at the time the request is submitted. Approval of all vacation requests shall be subject to the provisions of this Article.

The Clerk shall attempt to schedule paid vacations taking into considerations the orderly operation of the departments and the requests of the employees on a seniority basis, but the Clerk reserves the right to determine when any individual employee shall take his/her paid vacation and to determine the number of employees who shall be on paid vacation at any one time. The Union also recognizes that paid vacations must be so scheduled at times when they shall not interfere with the efficiency and productivity of the Clerk of Courts Divisions, sections or units.

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 Ohio Revised Code, to his/her estate.

Forty-eight (48) hours notice shall be given for a vacation request, unless unusual circumstances arise. If less than forty-eight (48) hours notice is given, the request shall not be unreasonably denied, subject to the considerations outlined in the first paragraph of this section.

## **ARTICLE 8.**

### **HOLIDAYS/PERSONAL TIME**

#### Section 1. Holiday Defined-Effective January 1, 2016

In addition to vacation leave, all Clerk of Courts employees are entitled to eight (8) hours of holiday pay for:

New Year's Day  
Martin Luther King Jr. Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving  
½ Day (4 Hours Christmas Eve)  
Christmas Day  
½ Day (4 Hour New Year's Eve)

Holidays shall occur on the days specified in Section 1.14 of the Ohio Revised Code. In the event that any of the aforesaid holidays fall on a Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that

any of the aforesaid holidays fall on a Sunday, the Monday immediately succeeding shall be observed as the holiday.

If an employee's work schedule is other than Monday through Friday he/she is entitled to holiday pay for holidays on his/her day off, regardless of the day of the week of which they are observed.

### Section 2. Holiday Pay

Should an employee be scheduled to work on any of the aforesaid holidays, he/she shall be entitled to compensation at the rate of two (2) times his/her hourly rate of pay for the hours worked. The employee shall have the choice of receiving compensation for work performed on such holiday at the rate of two (2) times his/her hourly straight time rate, or Compensatory Time at the rate of two (2) times his/her hourly rate.

It is understood that for recognized one-half (1/2) day holidays (Christmas Eve and/or New Year's Eve), the actual holiday time is the afternoon, or latter half of the daily shift, and, if worked, will be paid at the appropriate premium rates.

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

### Section 3. Personal Leave

Covered full-time employees in the Auto Title, Domestic Relations, Records Center and in the Courthouse may request and receive a maximum of twenty-four (24) hours of Personal Leave time off each payroll year provided that the employee has completed ninety (90) calendar days of employment in a given year. Written request for use of Personal Leave shall be

submitted to the division or section head at least twenty-four (24) hours in advance except in emergency situations. Personal Leave shall not be unreasonably denied.

Employees may instead of Personal Leave time off, convert personal leave to cash. The conversion shall be of the amount not to exceed sixteen (16) hours at the employee's rate of pay. The employee must designate in writing each year on forms provided by the Clerk whether such employee desires to have personal leave in time off or as pay.

Section 4. Sick Leave Reduction Initiative

Each employee with continuous service for the entire payroll year shall be entitled, during the following payroll year to additional bonus personal time according to the following schedule:

<u>Sick Time Used</u>	<u>Bonus Personal Hours</u>
No Time Absent	3 Days Personal Leave
No More than Two Days Absent	2 Days Personal Leave
No More than Three Days Absent	1 Day Personal Leave

Earned bonus Personal Leave days shall be used during the following payroll year and any time not utilized cannot be carried over to future payroll years or converted to cash. Absences due to injuries sustained while on duty with the Clerk's office shall not be counted in determining eligibility for bonus Personal Leave days.

## ARTICLE 9.

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

#### Section 1. Sick Leave Defined

Sick Leave shall be earned and used in compliance with Ohio Revised Code Section 124.38. The record of each employee's accumulated Sick Leave shall be posted in his/her absentee record in January showing the Sick Leave accumulated as of the preceding December 31<sup>st</sup>.

Each employee shall be entitled for each completed eighty (80) hours of service of Sick Leave 4.60 hours with pay. "Completed Service" is defined as hours actually worked, including overtime, sick leave, vacation leave, compensatory time, or personal time. Employees may use sick leave upon approval of the Clerk 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.

Unused sick leave shall be cumulative. Sick Leave may be used in not less than fifteen (15) minute increments; a fraction of any fifteen (15) minute period being counted as the next fifteen (15) minute period. The previously accumulated sick leave of an employee who has been separated from the Clerk of Courts shall be placed to the employee's credit upon the employee's re-employment in the public sector, provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from the Clerk of Courts.

## Section 2.Sick Leave Payout at Retirement

Any employee shall at the time of retirement be paid 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 nine hundred sixty (960) hours. The maximum payment permitted under this section shall not exceed two-hundred forty (240) hours. Such payment shall be based upon the employee's rate of pay at the time of retirement.

## Section 3.Use of Sick Leave

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

A. Illness or injury of the employee or a member of his immediate family.

B. Death of a member of the employee's immediate family.

a. Immediate Family defined: Spouse, child, step-child, mother, father, step-parent, mother, or father-in-law, brother, sister, brother or sister-in-law, daughter-in-law, son-in-law, grandchild, grand-parents, legal guardian or loco parentis.

2. An abuse, patterned or excessive, or falsification of reasons for use of Sick Leave shall be just and sufficient cause for disciplinary action or dismissal.

3. When an employee repeatedly takes sick leave the day before or the day after said employee's day(s) off without certification of inability to work by a duly licensed physician or medical authority, and when the accumulation of such sick leave taken the day before or the day after the employee's day(s) off without certification of inability to work exceed four (4) days or thirty-two (32) hours within a payroll year,

the employee shall be granted sick leave for any additional hour(s) off the day before or the day after the employee's day(s) off only upon certification of inability to work by a duly licensed physician or medical authority.

4. When an employee takes up to three (3) consecutive days of sick leave without certification of inability to work by a duly licensed physician or medical authority, or when such sick leave taken without certification of inability to work exceeds six (6) days of forty-eight (48) hours within a payroll year, the employee shall be granted sick leave for any additional hours off during that payroll year only upon certification of inability to work by a licensed physician or medical authority.

5. When an employee has been found in violation of the Clerk's office Sick Leave policy on the day before or the day after a paid holiday, the employee may lose the holiday pay at the Clerk's discretion.

#### Section 4. Bereavement Leave

In the event of the death of spouse, child, step-child, mother, father, step-parent, brother, sister, step-brother, step-sister, legal guardian or person in loco parentis, the Clerk shall grant, with pay, five (5) days. In the case of a legal guardian or person in loco parentis, proof of the relationship satisfactory to the Clerk shall be presented.

In the event of the death of a mother or father-in-law, brother or sister-in-law, daughter-in-law, son-in-law, grandparent or grandchild, current step grandparent and significant other, the Clerk shall grant, with pay, three (3) days. For purposes of this section, significant other is defined as one who stands in the place of a spouse and who

resides with the employee. Employees shall request Bereavement Leave for significant other once during the three (3) year term of this Agreement.

All time granted under this section shall be taken at the time of the funeral.

An employee off work, on approved benefit time at the time of the death of a family member, as defined above, shall be permitted to convert such benefit time to paid Bereavement Leave.

#### Section 5. Additional Unpaid Sick Leave

Employees may request the Clerk 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 designed by the Clerk of Courts. Such additional unpaid sick leave shall be determined by the merit of the case.

#### Section 6. Jury Duty

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

#### Section 7. Disability Leave

A. A physically incapacitated employee may request a disability leave. A disability leave may be granted when the disability continues beyond accumulated sick leave rights and 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 Clerk requires a second medical opinion, the cost of such examination shall be paid by the Clerk of Courts office.

B. Reinstatement rights following disability leave extend for two (2) years in accordance with Section 124.32 of the Ohio Revised Code.

C. Upon reinstatement from a disability leave, an employee shall 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 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 Clerk requires a second opinion, this examination is to be conducted by a licensed physician designated by the Clerk. The cost of this examination shall be paid by the employer. If a third medical examination is necessary, the parties shall meet for the purpose of selecting a physician. The expenses shall be borne equally between the Clerk and the employee.

F. An employee whose disability prevents reinstatement from disability leave may wish to apply to the Ohio Public Employees Retirement System for a Disability Retirement. Should a Disability Retirement be approved, such separation from county

service shall be reported by the Clerk.

G. An employee who does not return from disability leave, and who does not formally resign or take a Disability Retirement, shall be separated at the end of the leave by means of a Personnel Action designated as "Failure to Return from Disability Leave".

## **ARTICLE 10.**

### **LEAVES OF ABSENCE**

#### **Section 1. Without Pay**

The Clerk may grant a leave of absence without pay for the following reasons to any employee in accordance with the Ohio Administrative Code, the Ohio Revised Code and the provisions of this Article.

A. A Leave of Absence without pay for personal reasons may be granted for a maximum duration of three (3) months. The Clerk may renew or extend such leave but the combined leave, renewal or extension shall not exceed six (6) months. All accrued but unused vacation and personal leave time shall have been exhausted prior to taking the unpaid leave.

B. A leave of absence without pay may be granted for a maximum period of two (2) years for purposes of education, training which would be of benefit to the Clerk's office by improved performance at any level or for voluntary service in any governmentally sponsored program of public betterment.

C. A leave of absence without pay may be granted to an employee due to the employee's disabling illness, injury, or condition for a period not to exceed twelve (12) months. All accrued but unused vacation, sick and personal leave shall have

been exhausted prior to taking the unpaid leave. The employee may elect to use any or all accrued but unused compensatory time prior to taking the unpaid leave.

D. If an employee is unable to return to work within the twelve (12) months as provided in paragraph C, the employee may be given a disability separation in accordance with Chapter 123:1-33 of the Ohio Administrative Code.

E. A leave of absence without pay may be granted to an employee for pregnancy, to care for the employee's child after birth or placement for adoption or foster care for a duration not to exceed six (6) months. All accrued but unused vacation, sick and personal leave must be exhausted prior to taking the unpaid leave. The employee may elect to use any or all accrued but unused compensatory time prior to taking the unpaid leave.

F. A leave of absence may be granted under the Family and Medical Leave Act of 1993 (FMLA) and the Clerk's Family and Medical Leave policy. Where applicable, any leave granted under the Family Medical Leave Act shall run concurrent with any of the unpaid leaves listed above.

#### Section 2.Authorization

The authorization of a leave of absence without pay is within the sole discretion of the Clerk subject to the Ohio Revised Code and the provisions of this Article.

Leaves of Absence without pay shall be requested by an employee and authorized by the Clerk on a form designated by the Clerk.

#### Section 3.Reinstatement

Upon return from an approved leave of absence without pay,

the employee shall be returned to the position he/she formerly occupied, or to a similar position within the employee's classification if the former position is no longer available.

Any replacement in the position while the employee is on a leave of less than ten (10) weeks is to be on a temporary basis.

An employee may return to work before the expiration of an approved leave of absence without pay if requested by the employee and approved by the Clerk. If the employee fails to return to work at the expiration of the approved leave of absence without pay and does not submit a resignation, the employee may be discharged by the Clerk.

#### Section 4.Sick/Vacation Credits

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

#### Section 5.Abuse of Leave

If an unpaid 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 Clerk may cancel the leave and direct the employee to report to work by giving written notice to the employee. Disciplinary action, up to and including removal, may also be taken against the employee.

## **ARTICLE 11.**

### **MILITARY LEAVE**

Military Leave of Absence, with and without pay, shall be granted in accordance with Chapters 5903 and 5923 of the Ohio Revised Code, and Chapter 123:1-34 of the Ohio Administrative Code, as may be amended from time to time.

## **ARTICLE 12.**

### **UNION LEAVE**

#### **Section 1.Short Term Union Leave**

The Employer shall grant a short term paid absence of up to one-hundred (100) hours per contract year for each of the seven (7) Bargaining Committee members to attend conventions, educational seminars, and conferences sponsored by the Union. The parties agree that if the event is of less than or equal to four (4) hours duration, the Committeeperson shall return to work for the remainder of the day.

#### **Section 2.Long Term Union Leave**

The Employer shall recognize an unpaid Long Term Union leave for up to one (1) employee for the purpose of holding an elected or appointed office. Upon completion of their Long Term Union Leave, such employee shall be reinstated with accrued seniority consistent with Article 10, Section 3.

## **ARTICLE 13.**

### **EMPLOYEE DISCIPLINE**

#### **Section 1.Disciplinary Procedures**

The Clerk's office shall utilize progressive discipline

measures and may, depending on the seriousness of the offense, skip or repeat steps in disciplinary procedures. The Clerk shall administer progressive discipline for attendance and tardiness infractions separate from progressive discipline for all other infractions. All discipline shall be for just cause. Normally, progressive discipline shall consist of:

- Coaching.
- Documented Counseling.
- Documented Verbal Reprimand.
- Written Reprimand.
- 1<sup>st</sup> Suspension of not more than three (3) days.
- 2<sup>nd</sup> Suspension of not more than seven (7) days.
- Termination

Discipline shall be administered within five (5) working days of the Clerk's knowledge of the offense.

#### Section 2. Appeal of Disciplinary Action

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

#### Section 3. Counseling

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

#### Section 4. Union Representation

Any bargaining unit employee who is subject to possible disciplinary action or is part of an investigation into possible disciplinary action on behalf of himself/herself or someone

within the office, shall be appraised of his/her right to have union representation present during such investigation or disciplinary hearing.

#### Section 5. Clearing of an Employee's Record

Any written form of discipline of an attendance or tardiness nature shall be removed from the employee's personnel file after six (6) months from the effective date of the discipline, providing there is no intervening discipline(s) of an attendance or tardiness nature. In the event there are intervening discipline(s) of an attendance or tardiness nature, said intervening discipline(s) may be considered in determining a greater level of discipline for subsequent attendance or tardiness offense(s).

Any written form of discipline for any matter other than attendance or tardiness shall be removed from the employee's personnel file after twelve (12) months from the effective date of the discipline providing there are no intervening disciplines. In the event there are intervening discipline(s) other than attendance and tardiness, said intervening discipline(s) may be considered in determining a greater level of discipline for subsequent offenses other than attendance and tardiness.

Records of expunged disciplinary actions may be maintained subject to all applicable federal, state and local laws and ordinances, including but not limited to the Ohio Public Records Act, but shall not be used as a basis for future disciplinary actions or used as a basis for denial of a transfer, demotion or promotion opportunity.

## **ARTICLE 14.**

### **GRIEVANCE PROCEDURE**

#### **Section 1. Definitions**

Any differences, disputes or disagreements which arise as to the interpretation or application of the Agreement as to the rights of the Clerk, the Union or the employee there under shall be hereinafter referred to as a grievance. The Clerk and the Union agree to make a sincere effort to settle grievances. Time limits outlined in the following procedure shall be strictly followed, unless both parties mutually agree to extend the time limits. As used hereinafter, "business day" shall mean a week day, excluding Saturdays, Sundays and Holidays.

#### **Section 2. Grievance Steps**

A. STEP ONE: If an employee or the Union has a grievance, he/she shall, within five (5) business days from the date of the event being grieved, meet with the appropriate supervisor or Human Resource Officer. If the employee requests the presence of a steward for this meeting, one shall be made available.

B. STEP TWO: If a satisfactory settlement is not reached, under Paragraph A within five (5) business days of the meeting between the employee, the Supervisor or Human Resource Officer and the Union Steward (if applicable), the grievance shall be reduced to writing on a form provided by the Union. The written grievance shall be advanced to the Human Resource Officer within a five (5) business day period.

The Human Resource Officer shall answer the grievance, in writing, within five (5) business days of his/her receipt of the grievance.

C. STEP THREE: If a grievance is not settled through the Human Resource Officer's written answer provided in Paragraph B, the Union may, within five (5) days, request, in writing, that a hearing with the Union Bargaining Committee, and at the Union's option, the UAW International Representative, and the Clerk and management representatives deemed appropriate by the Clerk to convene and review the grievance. The Clerk shall issue a written answer to the grievance within five (5) days of the hearing.

At the Union's option, the grievant may attend such hearing and shall not suffer any loss of pay from attendance at the hearing.

D. STEP FOUR: If the grievance remains unsettled, the Union and the Clerk must agree to invoke Fact-Finding. Either party may submit the grievance to Fact-Finding no later than ten (10) days after the STEP THREE decision has been received. The Fact-Finding committee shall be comprised of three (3) members: One member representing the Clerk of Courts; one member representing the Union; one public member of the Toledo Labor-Management Citizens Committee, who shall be chosen by the other two members of the committee.

The committee shall convene a hearing no later than thirty (30) days after contacting the LMC member. The committee shall hear all the facts and render its findings, in writing, to the Union and to the Clerk no later than ten (10) days after the hearing.

The decision of the committee is not binding on the parties, but is a serious attempt to preserve a good labor-management relationship.

E. STEP FIVE: Binding Arbitration: Grievances may be submitted to Arbitration at the request of either party, but must be done so within ten (10) days of receipt of the Fact-Finding Committee's response.

The request to arbitration will be sent to the F.M.C.S. with a request for a panel of seven (7) arbitrators. An arbitrator shall be selected by mutual strike. Arbitration shall be final and binding on the Clerk, the Union and the employees. The fees and expenses of the arbitrator shall be paid by the losing party. Employees called as witnesses by either party shall receive their regular rate of pay while attending such hearing. The arbitrator shall not be empowered to rule contrary, to amend, add to, or eliminate any provisions of this Agreement, nor shall the arbitrator be empowered to rule contrary to the legal duties of the Clerk of Courts.

## **ARTICLE 15.**

### **LAYOFFS**

#### **Section 1. Controlling Procedures**

The Clerk of Courts Department shall lay off employees according to the procedure outlined in the Ohio Revised Code, and the Administrative Rules of the Ohio Department of Administrative Services. To any extent any provisions of this Article are inconsistent with the Ohio Revised Code (ORC) or the Ohio Administrative Code (OAC), this Article shall prevail over the ORC and/or OAC.

## Section 2. Bumping Procedures

Employees shall be laid-off on the basis of seniority within their classification. All layoffs shall be on the basis of the Clerk of Courts Department seniority. In the event an employee cannot hold in his/her present classification, he/she shall have the right to "bump" an employee with lesser seniority in a lower rated classification within the same class series or to take direct layoff for the Department.

It is understood that an employee must possess the qualifications for the classification into which he/she is bumping.

It shall be at the option of the employee as to whether he/she shall exercise his/her seniority rights to bump into a lower rated classification or to take a direct lay-off from the Lucas County Clerk of Courts.

## Section 3. Recall from Lay-Off

The names of the employees who have been laid off shall be placed on a recall list according to their seniority. The employee with the most seniority shall be recalled first when job vacancies are to be filled or when funds and work are available. Employees shall be re-hired from lay-off in the inverse order from which they are laid-off before any new employees are hired. In recalling employees, the Department shall use registered mail to the employee's last known address; the laid-off employee is responsible for providing written notice to the Clerk of Courts of address changes during this period of lay-off.

## Section 4. Remedy

Any employee who believes his/her rights have been violated

during the lay-off process may file a grievance under Article 14 of this collective bargaining agreement as the exclusive remedy which replaces an appeal to the State Personnel Board of Review.

## **ARTICLE 16.**

### **WORKING RULES**

The Clerk of Courts has the right to establish reasonable work rules. The parties recognize that not all work rules can be reduced in writing. However, the Clerk of Courts retains the right to manage its operations and its personnel.

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

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

All new rules and special orders shall be issued in written form. The Union shall receive a copy of all orders prior to taking effect.

## **ARTICLE 17.**

### **NO STRIKE OR LOCKOUT**

The Union agrees that there shall be no interruption of

work for any cause whatsoever during the term of this Agreement. The Clerk agrees that he/she shall not lockout or prevent employees from performing their regularly assigned duties during the term of this Agreement.

## **ARTICLE 18.**

### **MAINTENANCE OF STANDARDS**

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

## **ARTICLE 19.**

### **INSURANCE**

The employer agrees to maintain the same life insurance, family hospitalization plan(s), family dental plan(s), and prescription drug plans for all employees as are provided by the Lucas County Board of Commissioners. The parties agree to a re-opener on this Article during the late fall of each year if either party request said re-opener. Upon request of either party, during the life of this Agreement, the parties agree to a re-opener, to address the Public Employees Retirement System (PERS).

## **ARTICLE 20.**

### **MISCELLANEOUS**

#### **Section 1. Union Bulletin Boards**

The Clerk shall provide two (2) bulletin boards in conspicuous places where they are available to all employees. Union stewards shall post information relating to Union activity. The employer agrees to post current seniority list.

#### **Section 2. Mileage and Travel**

Mileage shall be paid at the current Internal Revenue Service (IRS) rate. The employee is responsible to turn in pertinent documentation within thirty (30) days of travel.

#### **Section 3. Sub-contracting**

It is agreed that the bargaining unit shall not include contractual, seasonal or temporary employees. Sub-contracting shall not be done if it would directly result in the lay-off of bargaining unit members.

#### **Section 4. Re-organization of Department**

If re-organization should take place due to technological changes within the Department, the Clerk of Courts shall attempt to train existing employees in such new job functions wherever possible. In addition, employees affected by such technological changes shall be afforded the right to transfer within the Department in line with their seniority, and any laid off employees shall be granted the first opportunity to return also in line with his/her respective departmental seniority.

#### Section 5. Training/Education Programs

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

#### Section 6. Labor/Management Meetings

Labor/Management meetings shall be held upon the request of either party (Union Representative or Supervisor) to discuss problems and/or matters of mutual concern. Such meetings shall be convened when possible no later than five (5) working days after the request to meet has been made. The Union shall be represented by one (1) steward and Union staff representative. Upon mutual agreement, additional representatives may attend.

#### Section 7. Department Equipment

All equipment necessary in the day-to-day operation of the Department shall be made available to the employees and kept in proper working condition by the employee.

#### Section 8. Parking Allowance

Only employees working in the Legal Division of the Clerk of Courts shall be reimbursed, upon proper receipt, an amount totaling \$ 225.00 for parking. The annual time period for reimbursement shall be January 1<sup>st</sup> through December 31<sup>st</sup> of a given year.

Section 9. Bargaining Unit Work

The parties agree that management shall not perform work of the bargaining unit except during instances of training, piloting new procedures, emergencies, or in the case when staffing is at a critical low level, when supervisory assistance would be necessary to provide prompt customer service.

Section 10. Lucas County Health Care Cost Containment Board Meetings

The parties agree that two (2) Committeepersons shall be released from work to participate in the Lucas County Health Care Cost Containment Board meetings; one (1) Committeeperson from The Automobile and Watercraft Title Division and one (1) Committeeperson from the Legal Division.

**ARTICLE 21.**

**SAVINGS CLAUSE**

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

It is the intent of the parties that should any article or section of this Agreement be held invalid or inoperable, that

section or article shall be re-negotiated in an attempt to provide validity, operability, or acceptability to such section or article.

## **ARTICLE 22.**

### **JOB DESCRIPTIONS**

Job duties and related job descriptions shall ultimately be determined by the Clerk. Each employee shall receive within a hundred and twenty (120) days from signing of the Agreement, a current, complete and accurate statement of his/her basic job description.

When an employee(s) is assigned by management on a temporary basis either day-to-day or by the week to perform the duties of a position with an assigned higher pay rate than their current rate, he/she shall be paid at the higher rate for the day or week.

## **ARTICLE 23.**

### **WAGES**

#### **Section 1. General Wage Increase**

Effective January 1, 2016, wages for employees covered by the Agreement shall be adjusted by a three percent (3%) increase. Effective January 1, 2017, wages for employees covered by the Agreement shall be adjusted by a three percent (3%) increase. Effective January 1, 2018, wages for employees covered by the Agreement shall be adjusted by a two percent (2%) increase.

## **ARTICLE 24.**

### **TERM OF AGREEMENT**

This Agreement shall be effective as the 1<sup>st</sup> day of January, 2016 and shall remain in full force and effect until December 31, 2018, 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 be given, negotiations shall begin no later than sixty (60) 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 the Agreement is provided to the other party in the matter set forth in this provision.

The economic portion of this Agreement shall be effective as of the 1<sup>st</sup> day of January, 2016 and shall remain in full force and effect until December 31, 2018, 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 sixty (60) 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.

**IMAGING PREP**

2016

Hourly	Annual
\$ 8.74	\$ 18,179.20

This is for the Position of Imaging Prep in accordance with the Collective Bargaining Agreement. All new Preps shall have a starting wage of \$ 8.00/hour.

CLERK OF COURTS  
UNION STEP PROGRAM

2016

	1 Yr.		2 Yr.		3 Yr.		4 Yr.		5 Yr.		6 Yr.	
	Hourly	Annual										
II	\$12.16	\$25,292.80	\$13.20	\$27,456.00	\$14.31	\$29,764.80	\$14.67	\$30,513.60	\$15.05	\$31,304.00	\$15.73	\$32,718.40
IV	\$13.53	\$28,142.40	\$14.67	\$30,513.60	\$15.88	\$33,030.40	\$16.28	\$33,862.40	\$16.71	\$34,756.80	\$17.47	\$36,337.60
V	\$14.47	\$30,097.60	\$15.70	\$32,656.00	\$16.98	\$35,318.40	\$17.44	\$36,275.20	\$17.87	\$37,169.60	\$18.68	\$38,854.40

2017

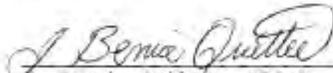
	1 Yr.		2 Yr.		3 Yr.		4 Yr.		5 Yr.		6 Yr.	
	Hourly	Annual										
II	\$12.52	\$26,041.60	\$13.60	\$28,288.00	\$14.74	\$30,659.20	\$15.11	\$31,428.80	\$15.50	\$32,240.00	\$16.20	\$33,696.00
IV	\$13.94	\$28,995.20	\$15.11	\$31,428.80	\$16.36	\$34,028.80	\$16.77	\$34,881.60	\$17.21	\$35,796.80	\$17.99	\$37,419.20
V	\$14.90	\$30,992.00	\$16.17	\$33,633.60	\$17.49	\$36,379.20	\$17.96	\$37,356.80	\$18.41	\$38,292.80	\$19.24	\$40,019.20

2018

	1 Yr.		2 Yr.		3 Yr.		4 Yr.		5 Yr.		6 Yr.	
	Hourly	Annual										
II	\$12.77	\$26,561.60	\$13.87	\$28,849.60	\$15.03	\$31,262.40	\$15.41	\$32,052.80	\$15.81	\$32,884.80	\$16.52	\$34,361.60
IV	\$14.22	\$29,577.60	\$15.41	\$32,052.80	\$16.69	\$34,715.20	\$17.11	\$35,588.80	\$17.55	\$36,504.00	\$18.35	\$38,168.00
V	\$15.20	\$31,616.00	\$16.49	\$34,299.20	\$17.84	\$37,107.20	\$18.32	\$38,105.60	\$18.78	\$39,062.40	\$19.62	\$40,809.60

FOR THE LUCAS COUNTY  
CLERK OF COURTS

FOR THE LUCAS COUNTY  
CLERK OF COURTS

  
J. Bernie Quilter, Clerk  
Lucas County Clerk of Courts

  
Pamela Dillard  
Chief Deputy  
Lucas County Clerk of Courts

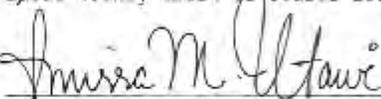
  
Larry Lutzenhiser  
Human Resource Officer  
Lucas County Clerk of Courts

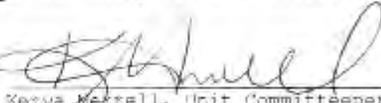
FOR INTERNATIONAL UNION, UNITED  
AUTOMOBILE AEROSPACE AND  
AGRICULTURAL IMPLEMENT WORKERS OF  
AMERICA UAW LOCAL UNION 12

FOR THE UNION  
UAW LOCAL 12

  
Linda Neundorfer  
International Representative  
Region 2-5 UAW

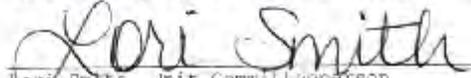
  
Mary Parsack, Unit Chairperson  
Lucas County Clerk of Courts Local 12 UAW

  
Amira Itani, Unit Committeeperson  
Lucas County Clerk of Courts Local 12 UAW

  
Kenya McNeill, Unit Committeeperson  
Lucas County Clerk of Courts Local 12 UAW

  
Jennifer Johnston, Unit Committeeperson  
Lucas County Clerk of Courts Local 12 UAW

  
Amy Henry, Unit Committeeperson  
Lucas County Clerk of Courts Local 12 UAW

  
Lori Smith, Unit Committeeperson  
Lucas County Clerk of Courts Local 12 UAW