

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**COUNTY OF CUYAHOGA (DEPARTMENT OF PUBLIC
WORKS, MAINTENANCE DIVISION)**

AND

**LABORERS' INTERNATIONAL UNION OF NORTH AMERICA
LOCAL 860**

JANUARY 1, 2015

Through

DECEMBER 31, 2017

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PREAMBLE

This contract is entered into by and between the County of Cuyahoga, Public Works (hereinafter referred to as "County" or "Employer"), and the Laborer's International Union of North America Local No. 860 (hereinafter referred to as "Union" or "LIUNA").

ARTICLE 1: RECOGNITION

Section 1: Union is recognized as sole and exclusive representative for all employees of the County in the job classifications of the bargaining unit for the purpose of establishing rates of pay, wages, hours and other conditions of employment, but including such classifications as are listed in Appendix A herein.

Section 2. The Union's exclusive bargaining unit includes the job classifications listed in Appendix A. The Employer will not recognize any other union or organization as representative for any employee within such classifications.

Section 3. This Agreement shall not apply to employees employed to work twenty (20) hours or less per workweek, nor to students employed as summertime, vacation help, nor to temporary employees employed to replace permanent employees for the duration of a permanent employee's leave of absence, up to a maximum of ninety (90) days.

ARTICLE 2: MANAGEMENT RIGHTS

The Employer retains the right and the authority to administer the business of the County and in addition to other functions and responsibilities which are not specifically modified by this Agreement, the Union shall recognize that the Employer has and will retain the full right and responsibility to direct the operations, to promulgate reasonable rules and regulations, and to otherwise exercise the prerogatives of management, and more particularly, including but not limited, the following:

- A. To manage and direct its employees including the right to select, hire, promote, transfer, assign, evaluate, demote, layoff, recall, reprimand, suspend, discharge, or discipline for just 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;
- C. To determine goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively and efficiently meet these purposes;
- D. To determine the size and composition of the work force, including the right to layoff employees from duty due to lack of work or lack of funds;

- E. To determine the hours of work, work schedules, and to establish the necessary work rules for all employees;
- F. To determine the adequacy of the work force, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- G. To determine the necessity to schedule overtime and the amount required thereof;
- H. To determine the County's budget and uses therefore;
- I. To maintain the security of records and other pertinent information;
- J. To determine and implement actions in emergency situations.

The prerogative of the Employer to retain and exercise the management rights contained in this Article shall be restricted only to the extent this Agreement specifically and expressly provides.

ARTICLE 3: NO STRIKE/NO LOCKOUT

Section 1. The Union shall not, directly nor indirectly call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike, walk-out, work stoppage, or slow down, at any operation or operations of the County for the duration of this Contract.

Section 2. When the County notifies the Union by certified mail that any of its members are engaged in any such strike activity, as outlined, the Union shall immediately issue notice by an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work. Violation of this Article may result in discipline if employees do not immediately cease in activity which is in violation of this provision.

Section 3. The County agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union, unless those members have violated Section 1 of this Article.

ARTICLE 4: CHECK-OFF

Section 1. All employees in the bargaining unit covered by the Contract who are members of the Union on the date the Contract is signed and all other employees in the bargaining unit who become members of the Union at any time in the future shall, for the terms of this Contract, continue to be members of the Union, and the County will not honor dues deduction (check-off) revocations from any such employee except as provided herein.

Section 2. The County will deduct regular monthly dues, initiation fees, readmission fees and other authorized fees from the pay of employees covered by the Contract upon receipt from the Union of individual written authorization cards voluntarily executed by an employee for that purpose and bearing his/her signature, provided that any employee shall have the right to revoke such authorization by giving written notice to the Union at any time during the fifteen (15) calendar days prior to the termination of this contract.

Section 3. The County's obligation to make deductions shall terminate automatically upon timely receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside of the bargaining unit.

Section 4. Deductions will be made from the pay of all employees bi-weekly. In the event an employee's pay is insufficient for the deduction to be taken, the County will deduct the amount from the employee's next regular pay where the amount earned is sufficient.

Section 5. All deductions under this Article, together with an alphabetical list of names of all employees whose fees and/or dues have been deducted, shall be transmitted to the Union no later than the tenth (10th) day following the end of the pay period in which the deduction is made. Upon receipt, the Union shall assume responsibility for the disposition of all funds deducted.

Section 6. The County shall place back on Check-off those employees who return to the active payroll from a leave of absence, layoff, suspension, or who are transferred back into the bargaining unit.

Section 7. In the event that a mistake is made with an employee's dues deduction, the County shall act with reasonable due diligence to address the matter (i.e. within 90 days of the Union's written notification of the mistake to the Employer).

Section 8. The Employer shall provide the Union with a monthly list of employees who enter or exit the bargaining unit.

Section 9. The County agrees not to interfere with the rights of eligible employees to become members of the Union, and there shall be no interference, restraint, coercion, or reprisal by the County or its representatives against any legal employee activity or employees acting legally in an official capacity on behalf of the Union.

ARTICLE 5: FAIR SHARE

Section 1. All bargaining unit employees that are not members of the Union, as a condition of employment, shall pay to the Union through payroll deduction, a fair share fee as a contribution toward the administration of this Contract.

Section 2. Any future bargaining unit employee who does not make application for union membership within sixty-one (61) days after being employed shall, as a condition of employment, pay to the Union through payroll deduction a fair share fee as a contribution toward the administration of this Contract.

Section 3. The fair share fee amount shall not exceed the monthly union dues and shall be certified to the County by the treasurer of the local union. On an annual basis, the Union will provide the Employer with the same information regarding its calculation of the fair share fee as it is required by law to provide to fair share fee payers. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require authorization for payroll deduction. Payment to the Union for fair share fees shall be made in accordance with the regular dues deduction as provided in the Check-off Article of this Contract.

Section 4. In the event that a mistake is made with an employee's fair share fee, the County shall act with reasonable due diligence to address the matter (i.e. within 90 days of the Union's written notification of the mistake to the employer).

Section 5. The Employer shall provide the Union with a monthly list of employees who are paying the fair share fee and the date that the employees began paying it.

ARTICLE 6: UNION VISITATION

Non-employee representatives of the Union may enter the premises of any operation of the County between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, upon request of the Director or his/her designee, for the purpose only of ascertaining whether or not this Contract is being observed and attending Step 3 meetings of the Grievance Procedure. Such visit(s) shall be made by appointment with the Director or his/her designee and shall not interfere with the work of any employee or the operations of the County. If a need to enter the premises of any operation of the County occurs between the hours of 5:00 p.m. and 8:30 a.m., Monday through Friday, or on Saturday or Sunday, said representative of the Union shall contact the Director or his/her designee for permission to enter the premises of any operation of Public Works. Whenever a meeting is appropriately scheduled the Employer shall refrain from unnecessary interruptions to the extent possible.

ARTICLE 7: BULLETIN BOARDS

The County shall provide the Union with bulletin boards where bargaining unit employees are assigned as their primary reporting location. All bulletin board notices of the Union shall bear the signature of an official of the Union. A copy of all posted notices shall be given to the designated employee of the Department of Human Resources prior to posting. No postings shall contain derogatory or abusive statements or depictions of the County or its employees. Failure to follow the condition set forth above will be grounds for the County to remove any posting without recourse from the Union.

ARTICLE 8: UNION REPRESENTATION

Section 1. Employees selected by the Union to act as Union representatives for the purpose of processing grievances under the Grievance Procedure shall be known as "stewards". Each steward shall have an alternate who shall act as steward when the regular steward is absent from work, or is unavailable due to job duties.

Section 2. The County shall recognize up to eight (8) stewards throughout the bargaining unit. The Union shall notify the County regarding the actual assignments of the stewards by location and/or classification.

Section 3. Stewards shall be permitted to investigate, process grievances, represent employees in pre-discipline conferences, investigatory interviews and handle other related union business during normal work hours without loss of pay.

Section 4. Stewards are expected to perform their job duties and to meet the performance expectations of their jobs.

Section 5. The Union shall furnish the County a written list of names of stewards and alternate stewards, including locations to which each is assigned. Further, the Union shall promptly notify the County in writing of any changes therein.

Section 6. Stewards and Union Officers shall adhere to the following procedure in processing grievances and carrying out all other functions of their offices:

- A. An employee having a grievance as defined herein shall notify his/her steward who will notify the employee's immediate supervisor to arrange for the release of the employee to meet with the Steward. This shall be done in accordance with the provisions in Section 8 of this Article.
- B. Before leaving his/her job, the steward shall record on a special Steward Activity Sheet, the time he/she starts his/her union work. (Upon request, a copy of this record will be furnished to the Union.) The steward must receive the consent of his/her immediate supervisor prior to leaving his/her work station to conduct such union business, such supervisor consent will not be unreasonably withheld.
- C. When it is necessary for a steward to enter a department (or section of a department) supervised by a supervisor other than his/her own, he/she shall report first to the supervisor in charge and advise him/her of the purpose of his/her being there. When it is necessary for a steward to speak with a bargaining unit employee regarding Union business during times that the employee is expected to be working, he/she shall report to the employee's immediate superior to obtain consent, which consent will not be unreasonably withheld.

D. Upon returning to his/her job, the steward shall first report to his/her own supervisor before resuming work if the supervisor is available (or if he/she is unavailable, as soon as possible after resuming work).

Section 7. A steward having an individual grievance in connection with his/her own work may ask a Union officer to assist him/her in adjusting the grievance with his/her supervisor.

Section 8. If available, office space shall be provided to the Union. The location of said space, shall be at the sole discretion of the County.

ARTICLE 9: PERSONNEL RECORD

Section 1. It is recognized by the parties that the County must prescribe regulations for the custody, use and preservation of the records, papers, books, documents, and property pertaining to the County. To the extent that any records, papers or other documents covering bargaining unit employees are legitimately considered available to review by such employees, every employee shall be allowed to review his or her personnel file at any reasonable time upon request. If any bargaining unit employee is involved in a grievance regarding a matter in which materials in his personnel file may be relevant, the affected employees' Union representative will be granted access to the employees' personnel file at reasonable times where such access is authorized, in advance, by the bargaining unit employee.

Section 2. A bargaining unit employee will be provided a copy of any disciplinary material placed in his personnel file after the effective date of this Agreement.

Section 3. If an employee, upon examining his personnel folder, has reason to believe that there are inaccuracies in those documents to which he has access, the employee may write a correspondence explaining the alleged inaccuracy to the Department of Human Resources. If, upon investigation, the County sustains such allegations:

- (a) The employee's written correspondence may be attached to the material in question, and filed with it and the County shall note thereon its concurrence; or
- (b) The Director of the Department of Human Resources may remove the inaccurate material from the personnel folder if the Director determines that inaccuracies warrant such removal; or
- (c) The Director of the Department of Human Resources may remove and destroy the material if the County's Director of Law determines that this is permitted under Ohio Public Records Law and the Public Records Policy of the County and that no liability may result.

ARTICLE 10: DISCIPLINE

Section 1. For the purpose of determining the severity of discipline being imposed on a current charge, the County shall not take into account any prior disciplinary action that occurred more than two (2) years prior to the date that the offense occurred. Except in emergency situations, the County shall issue discipline within sixty (60) working days of the date of the Pre-Disciplinary Conference.

Section 2. An employee shall be given a copy of any warning, reprimand, or other disciplinary action entered into his/her personnel record as maintained by the Department of Human Resources within five (5) working days of the action taken. Further, the employee and the Union will receive a copy of any suspension and/or discharge notice within three (3) working days of the action taken.

Section 3. Any employee who has been disciplined by suspension or discharge will be given a written statement describing in detail the reason or reasons for which he has been suspended or discharged. In case of suspension, the employee shall be advised of his/her right to have a Steward present. Further, if the employee so requests, he shall be granted a private interview with his/her Steward before the employee is required to leave the premises, except where an emergency circumstance may exist necessitating the immediate removal.

Section 4. Any suspension shall be for a specific number of consecutive days on which the employee shall be regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as work days for the purpose of suspension only.

Section 5. It is important that the employee complaints regarding unjust or discriminatory suspensions and/or discharge be handled promptly. Therefore, all such disciplinary action may be reviewed through the Grievance Procedure, beginning at Step 3.

Section 6. Discipline must be applied in an objective, equitable and reasonable manner, and shall be progressive and corrective. It is expected that discipline will be imposed in a reasonably timely fashion under the facts and circumstances of a particular case. However, depending on the severity of the situation, the County may skip or repeat one or more of the steps in the disciplinary process. No employee shall be reduced in pay or position, suspended, discharged, or removed except for just cause.

Section 7. No employee shall be suspended or terminated without first be given the opportunity to participate in a Pre-Disciplinary Conference (PDC) conducted by a designee of the Department of Human Resources. At said conference, the employee may show cause why the disciplinary action should not be imposed. The employee and Union shall receive notification in writing at least three (3) working days prior to the conference. Such notice shall include a copy of the request for Investigation submitted by the Supervisor and documents submitted with the Request for Investigation, date of

the conference, time and location of the conference, nature of the offense and the right to Union representation. Upon request of the employee, a Union agent and steward shall be present at the meeting. If a Union representatives (i.e., a Union staff representative, an officer, a steward or alternate steward) cannot be available to attend at the time the PDC is originally scheduled by the County, the Union shall immediately notify the Department of Human Resources and shall concurrently notify the Department of Human Resources with a minimum of three (3) different alternative dates and times to reschedule the PDC within the five (5) calendar day period following the original date. The County shall re-schedule the PDC to take place when a union representative is available within the five (5) calendar day period. It shall remain the Union's responsibility to ensure that a Union representative is available and present at the PDC. A PDC that is re-scheduled shall not be re-scheduled again and the PDC shall go forward unless the County determines it necessary to again re-schedule.

Section 8. Any disciplinary action entered into an employee's personnel record as maintained by the Department of Human Resources shall be subject to the Grievance Procedure. Oral counseling cannot be grieved as it is not discipline.

ARTICLE 11: GRIEVANCE PROCEDURE

Section 1. The term "grievance" shall mean an allegation by a bargaining unit employee or the Union that there had been a breach, misinterpretation or improper application of this Contract. It is not intended that the Grievance Procedure be used to effect changes in the Articles of this Contract nor those matters not covered by this Contract.

An employee wishing to submit a formal grievance shall reduce the grievance to writing and submit it to his/her supervisor.

- A) Probationary employees shall not have access to, or rights under, the grievance and arbitration procedure. An employee and/or the Union shall be entitled to withdraw a grievance at any step of the grievance procedure.
- B) The word "day" as used in this article means work day and days shall be counted by excluding the first and including the last day. For purposes of filing grievances, work days shall not include Saturdays, Sundays or holidays (as designated by this Agreement).
- C) Grievances shall be presented on forms provided by the Union. The form shall contain:
 - a. The aggrieved employee's name and signature;
 - b. The aggrieved employee's classification, division and unit assignment;
 - c. The date of event(s) leading to the grievance;
 - d. A description of the incident giving rise to the grievance and the article(s) of the contract alleged to have been violated;

- e. Date that the grievance was filed at each step; and,
- f. Desired remedy to resolve the grievance.

D) Grievances concerning suspension or discharge shall automatically commence at Step 3 of the grievance procedure.

Section 2. When a grievance arises, the following procedure shall be observed:

Step 1. Immediate Supervisor

An employee who has a grievance shall provide a copy of the written grievance to his/her immediate supervisor within ten (10) work days after the events upon which the grievance is based. The supervisor shall schedule a meeting with the grievant accompanied by a steward within five work days of his/her receipt of the written grievance. The supervisor shall give a written answer to the employee and steward within five (5) work days of the meeting and shall verify the date, time, and result of such meeting.

Step 2. Director/Designee

If the grievance is not satisfactorily settled at Step 1, it must be received in writing by the Administrator or designee of the appropriate unit from the Union within seven (7) working days after the receipt of the Step 1 answer.

Within ten (10) working days thereafter, the Director and/or his/her designee(s) shall meet with the representative(s) of the Union in an attempt to resolve the grievance. No more than two Union representatives and a Steward may attend discussion of each grievance unless agreed to by the Employer. The County shall not unreasonably withhold agreement to additional Union representatives. The Grievant may also attend if mutually agreed to by the parties. Within ten (10) working days after the Step 2 meeting, the Director and/or his/her designee shall give a written answer to the Union. Designees of the appropriate administrator shall possess the same authority to handle grievances.

A policy grievance may initially be filed by the Union in writing at Step 2 no later than fifteen (15) work days after the events upon which the grievance is based. A meeting shall be conducted and a written step 2 answer given following the same timelines listed in Step 2. A policy grievance is defined as one that affects a group or classification of employees similarly arising from the same event or set of facts. The Union will caption each policy grievance as "policy grievance" and shall state the specific division(s) of the County where the grievance arose.

Step 3. Department of Human Resources

If the grievance is not satisfactorily settled at Step 2, it must be received by the Deputy Director of Human Resources for Employment and Labor Relations or his/her designee from the Union within seven (7) working days after receipt of the Step 2 answer. The

designee of the Department of Human Resources shall consider the grievance at the Step 3 Grievance meeting to be held no later than thirty (30) working days from receipt of the grievance. Multiple grievances may be heard at a Step 3 meeting with mutual agreement of the parties. A Union representative may join the meeting. Within twenty (20) working days after the Step 3 meeting, the County's Step 3 designee shall give a written answer to the Union.

Step 4. Arbitration

Arbitration. If the grievance is not satisfactorily settled at Step 3, the Union may, within thirty (30) calendar days after the receipt of the Step 3 answer, submit the issue to arbitration. The Union shall notify the Department of Law in writing of its intent to arbitrate. In lieu of selecting from a Federal Mediation and Conciliation Service (FMCS) panel, the Union and the County's Director of Law or his/her designee may jointly agree to appoint an Arbitrator. In the event the parties do not agree on an Arbitrator, the Union must notify the FMCS and the Department of Law in writing within forty-five (45) calendar days from the date of the Union's original written submission to arbitration that the Union is requesting FMCS to supply a list of seven (7) impartial persons qualified to act as an Arbitrator. The requested panel shall be limited to the FMCS sub-region for Northern Ohio who are members of the National Academy of Arbitrators. If a panel is requested, the parties shall use the striking method to select an Arbitrator. Prior to striking, either party shall have the right to reject the initial panel in its entirety and request that a second panel be obtained from FMCS. Upon selection of the arbitrator, the parties shall promptly notify the arbitrator and schedule a date for hearing. The fees and expenses of arbitration shall be borne equally by the parties. If there is no mutual agreement on an arbitrator and no written request for a FMCS panel within the forty-five (45) calendar day timeframe following the Union's original written submission, the grievance shall be deemed fully and finally resolved on the basis of the last written response of the Employer.

Expedited Arbitration. The parties agree grievances that involve a removal, suspension of five (5) days or more, or a policy grievance that arises from more than one division as defined at Step 2 of this Article, may be arbitrated on an expedited basis by agreement of the parties.

Section 3. If a grievance is appealed to arbitration and the employee has filed a complaint with the Ohio Civil Rights Commission (OCRC) and/or the Equal Employment Opportunity Commission (EEOC) and said complaint includes the issue being appealed to arbitration, it is agreed that the Arbitrator shall not have jurisdiction over the grievance. In the event there is a dispute as to whether the issue appealed to arbitration is also an issue to the employee's complaint to the OCRC and/or EEOC, the Union and the Department of Law shall meet in an attempt to resolve the dispute. If the parties are unable to resolve the dispute it is agreed that the Arbitrator shall have the jurisdiction to determine whether the issue appealed to arbitration is also the issue in the employee's complaint to the OCRC or EEOC. If a question of arbitrability of the

grievance appealed to Step 4 arises, it is agreed that an Arbitrator other than the one assigned to hear the original grievance shall be selected by the parties.

Section 4. All decisions of the Arbitrators and all pre-arbitration grievance settlements reached by the Union and the County shall be final, conclusive, and binding on the County, the Union, and the employee(s). However, a grievance may be withdrawn by the Union at any time and withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any other grievance, unless otherwise agreed to in writing.

Section 5. The time limits set forth in the grievance procedure may only be extended by written mutual agreement of the appropriate County representative for each step of the grievance procedure and the Union. Working days as used herein shall not include Saturdays, Sundays, or holidays.

Section 6. Employee evaluations, job evaluations, job descriptions and/or job classifications, promotional probationary failure resulting from promotions by the upgrading by seniority, promotional procedure, and probationary failure under the Layoff Article of this Agreement, shall not be subject to the provisions of the grievance procedure; except that any claim of personal prejudice or Union discrimination which results in a promotional probationary failure may be taken up as a grievance. Provided, however, that the County recognizes the right of the employee to appeal to the grievance procedure any disciplinary action based upon failure to meet the required standards of job performance, including the fairness of the standard.

ARTICLE 12: PROBATIONARY PERIOD

Section 1. New employees shall be considered to be on probation for a period of one hundred and eighty (180) calendar days. The probationary period shall begin on the first day of active pay status. The County shall have sole discretion to discipline or discharge such probationary employees, and such actions during this period cannot be reviewed through the Grievance Procedure or otherwise affected by this contract, provided however, the County will not discharge a probationary employee because of Union membership or Union activity.

Section 2. Probationary employees will be evaluated with respect to performance efficiency twice during their probationary period. The first performance evaluation will be completed within thirty (30) days of the conclusion of the first half of the one hundred eighty (180) probationary period. The second evaluation will be completed within thirty (30) days of completion of the one hundred eighty (180) probationary period.

Section 3. If an employee whose employment has terminated for any reason whatsoever, is rehired, he shall be considered a new employee and subject to the provisions of Section 1 of this Article.

ARTICLE 13: SENIORITY

Section 1. Seniority shall be defined as an employee's uninterrupted length of continuous service within the County. Although an employee shall have no seniority during the probationary period, upon completion of the probationary period, seniority shall be retroactive to the date of hire. In the event that two employees have the same date of hire, seniority will be determined by alphabetical listing of their last names with "a" being the highest and "z" the lowest in seniority. If two (2) or more employees have last names that begin with the same letter, the last four digits of the employee's social security number shall break the tie, with 9999 being the highest and 0000 being the lowest in seniority.

Section 2. Within thirty (30) days after the signing of the contract and upon request thereafter the County shall provide the Union with a copy of a current seniority list. The Union shall be given an opportunity to meet with the County to review the seniority list if necessary to correct any errors.

Section 3. Seniority shall be broken and employment separated when an employee:

- A. Quits, resigns, or retires;
- B. Is discharged for just and proper cause;
- C. Is laid off for a period of more than eighteen (18) consecutive months;
- D. Is absent without leave for three (3) or more workdays unless a satisfactory excuse for the absence is shown or if no notice was given, a satisfactory excuse for the failure to give notice;
- E. Fails to report to work when recalled from layoff within fourteen (14) calendar days from the date on which the County sends the employee notice by registered mail (to the employee's last known address as shown on the records of the Department of Human Resources) unless satisfactory excuse is shown;
- F. The employee fails to make application within thirty (30) calendar days for immediate reinstatement following the cessation of PERS disability retirement benefits.

Section 4. Classification seniority is the length of time an employee has been continuously employed in a particular classification covered by this Agreement. Classification seniority shall be used for vacation scheduling.

Section 5. Employees who are on a non-work-related leave of absence shall accumulate seniority for the first year of the leave. After one year of leave, the employee's seniority shall be frozen for the remainder of the leave. Employees who are on a work related leave shall accumulate seniority for the duration of the leave.

Section 6. A bargaining unit employee promoted to a Supervisory position and who is subsequently returned to the bargaining unit within one (1) year of promotion shall not forfeit any of his seniority. The employee shall be returned to his/her position if it has not been filled, or if the employer determines there is a vacancy. If the position has been filled, the employer will use best efforts to return the employee to a similar position. However, return of employee to the bargaining unit does not guarantee return to the employee's original position if the position has been filled.

ARTICLE 14: HOURS OF WORK AND OVERTIME

Section 1. The standard workweek for all employees covered by this Agreement shall be forty (40) hours, Monday through Sunday. Employees shall be scheduled, as needed, to meet the operational needs of the County. The Employer shall not implement any shift or schedule change without first providing the Union and affected employees with fourteen (14) days prior written notice. Except as noted below, employees with the most seniority shall have the right of first refusal to any new shift or schedule. In the event that a sufficient amount of employees do not volunteer to work the new shift or schedule, then employees with the least amount of seniority in the affected classification shall work the new shift or schedule. For new shifts or schedules at the Justice Center and Juvenile Court, employees with the most seniority at the job site or those who have sufficient training to perform work at those facilities shall have the right of first refusal to any new shift or schedule. In the event a sufficient number of employees at the job site or those with sufficient training do not volunteer to work the new shift or schedule, then employees at the job site with the least amount of seniority in the affected classification shall work the new schedule.

Section 2. The County shall be the sole judge of the need for overtime work. The Employer shall compensate the bargaining unit employees at time and one-half (1.5) their regular hourly rates for overtime. In lieu of overtime pay for non-mandatory overtime, the Employee shall have the option to earn compensatory time off, for approved overtime hours worked. Compensatory time shall be at time and one-half (1-1/2) and will be taken at a time mutually agreeable to the employee and the Employer. Approval of compensatory time off shall be at times that are mutually agreed to by the employee and the employee's supervisor and shall be based on operational needs. To be eligible to use compensatory time, employees must provide at least seventy-two (72) hours advance notice in writing of their compensatory time off requests, except in emergency situations with proper documentation. Upon request of the employee, the Employer shall pay out any designated amount of accrued compensatory time within thirty (30) days of the end of the pay period within which the time was accrued. However, if the thirty (30) days falls within the middle of a pay period, then at the end of the pay period. Compensatory time off must be taken within one-hundred-eighty (180) calendar days of its accrual or it will be converted into cash payment.

Section 3. When an employee is required by the Employer to be in active pay status for more than eight (8) hours in a work day, or forty (40) hours in a workweek, he or she

shall be paid overtime pay for all hours worked in excess of eight (8) hours during a work day or forty (40) hours during a workweek. An employee shall not be entitled to overtime pay for all hours worked in excess of eight (8) hours in one day if the employee uses sick leave during the week in which the employee worked more than eight hours in a day. For purposes of this provision, a "workday" begins at 12:01 a.m. and ends at the next 12:00 a.m.

Section 4. For purposes of computing overtime pay, holidays, vacation leave and any other time in active pay status, except sick leave, shall be counted as hours and days worked.

Section 5. Employees shall be allowed a one half (1/2) hour paid lunch. In addition, County employees may receive two paid rest breaks of fifteen (15) minutes in duration. All rest breaks and lunch periods are to be scheduled by the employee's immediate supervisor based on the operational needs of the employee's unit in accordance with the following provisions:

- a) One rest break may be taken in the first half of the work day and one may be taken in the second half of the work day;
- b) Rest breaks shall not abut the end or beginning of the lunch period;
- c) When employees work beyond their regular quitting time the County shall provide each employee with additional rest periods for every four hours of additional work.

An employee may take a bathroom break when the need arises. An employee is not required to report a bathroom break to his or her supervisor, except for employees in the classification of facilities parking attendants; facilities parking attendants shall call the office to allow for replacement to be sent if available.

An employee shall not be required to take his or her lunch break on site and may leave his work area, unless a supervisor reasonably determines security or operational standards require an employee to stay on premises. The employer shall not determine the standards in an arbitrary or capricious manner. Any employee leaving the premises to take their lunch break shall be required to clock out when leaving, and clock in upon return to work. Clocking in and out when an employee is leaving the premises for lunch break shall be used solely for verification of time and not for compensation purposes as the one half (1/2) hour lunch break is paid.

Section 6. Overtime worked by Custodians for special events (e.g., overtime worked during sporting events, concerts, weddings, etc.) shall be distributed equally using employees working within the Custodial classification on a rotational basis. Each time there is a special event or parking overtime opportunity, the County shall post the event by each time clock. Employees shall clearly indicate their intent to work (by checking yes or no) and must affix their signature by the deadline on the posting. The County

shall determine which employees will staff the event, based on seniority, using separate lists and separate rotations – one for sporting events and concerts, and one for weddings. The Employer shall then send a posting to each building indicating who was awarded the event. In the case of special event overtime, if sufficient employees do not volunteer, the County shall have the right to mandate, on a rotational basis, the least senior employee, with the least senior being mandated first and the next least senior on the next occasion, and so forth, using the applicable event list.

If a special event is cancelled, the County shall make a good-faith effort to notify employees scheduled to work one hour prior to the start of the event if possible. In the event that the County fails to make a good-faith effort as stated herein and the employee reports to work, the employee shall be given two (2) hours of overtime. In the event the employee fails to call in or report to an overtime event to which they committed to work, such employee shall not be eligible for the next overtime opportunity unless the employee can provide proper documentation that their absence was due to an emergency situation.

If a special event is cancelled, employees scheduled to work shall be put back into the overtime rotation as if the cancelled event had not be scheduled.

Section 7. Other overtime opportunities, shall be offered to employees by classification seniority at the job site on a rotational basis. If a sufficient number of employees do not volunteer at the job site, then overtime shall be offered to other eligible bargaining unit employees on the basis of seniority on a rotational basis. The Employer shall have the ability to assign mandatory overtime starting with the least senior employee at the job site, on a rotational basis, if a sufficient amount of employees do not accept overtime.

Section 8. A record of overtime hours worked by each employee shall be recorded on a list by the site and classification supervisor and all employees at that site including the steward shall have that list made available upon request. All overtime hours shall be recorded on a daily basis.

Section 9. All mandatory overtime, which is not part of the regular work shift, shall be paid as overtime, unless the employee opts for compensatory time.

Section 10. There shall be no split shifts assigned.

ARTICLE 15: UNEXCUSED ABSENCE NOTIFICATION

Following the submission of time by an employee, the County shall notify any employee charged with unexcused absence time that the time has been amended. This notification shall be provided through the County's electronic time system (currently MyHR) and shall be given prior to docking an employee's pay. Employees may view the amount of unexcused absence time, the date it was taken and the amount of time to be deducted through the electronic time system (currently MyHR). If a supervisor

submits time on the employee's behalf, it is the employee's obligation to review the submission.

ARTICLE 16: LABOR MANAGEMENT COMMITTEE

Section 1. In the interest of promoting sound labor-management relations, the County and the Union agree to hold quarterly labor management meetings unless both parties desire to cancel the meeting.

Section 2. Labor-management meetings shall be scheduled at least five (5) work days in advance at a time mutually agreeable to the parties.

Section 3. A mutually agreed upon meeting agenda shall be prepared and distributed to the parties within forty-eight (48) hours prior to the meeting. The Union shall also supply with the names of those Union representatives who will be in attendance.

Section 4. Labor-management meetings are not intended to, nor shall they result in, an alteration or modification of the labor agreement. However, any recommendations or agreements consistent with the labor agreement reached by the parties shall be reduced to writing, dated, and signed by both parties.

ARTICLE 17: REPORT-IN PAY

An employee who reports to work on a regularly scheduled workday without previous notice not to report shall receive a minimum of four (4) hours work or four (4) hours pay in lieu thereof at the applicable hourly rate.

ARTICLE 18: CALL-IN PAY

An employee who is called into work at a time he is not regularly scheduled to report for work shall receive a minimum of four (4) hours work or four (4) hours pay in lieu thereof at the rate of time and one-half (1 and ½) of his or her regular rate.

ARTICLE 19: INCLEMENT WEATHER

Whenever the County Executive declares a closing of County offices due to inclement weather, the following rules shall apply:

Section 1. WHOLE DAY CLOSING: If the County offices are closed for an entire day, all employees who were scheduled to work on that day shall be paid their regular straight time rate for any regular hours they were scheduled to work. Employees not scheduled to work on an inclement weather day due to vacation, sick leave, compensatory time, etc., shall be charged for the leave as though no inclement weather day was declared. For the purpose of this section, Article 17 (Report In-Pay) shall not be applicable. When a County building is officially closed due to weather related reasons, employees who are required to report to work shall be given eight (8) hours

compensatory time in addition to eight (8) hours of pay at their regular hourly rate. Employees shall be entitled to a forty-five (45) minute grace period. In determining who shall report to work, the Employer shall first request volunteers. If a sufficient amount of employees volunteer, then the employees with the most seniority may work. If a sufficient amount of employees do not volunteer, then the Employer may force in order of inverse seniority.

Section 2. PARTIAL (EARLY) DAY CLOSING: If the County offices are closed after the start of a regular work day, directors or their designee shall have discretion to designate essential staff who shall be required to remain at work as though no inclement weather day was declared. All employees not designated as "essential staff" who reported for work and are present when the office closing is announced, shall be paid their regular straight time rate for the remainder of their normal work day as though they were at work.

If the Employer exercises its right to staff a skeletal crew at a County location, then the employees shall receive compensatory time on an hour for hour basis for every hour worked in addition to their regular hourly rate. The compensatory time must be exhausted within six (6) months or one-hundred-eighty (180) calendar days from the date of accumulation.

In determining the skeletal crew at a County location, the Employer shall first request volunteers. If a sufficient amount of employees volunteer, then the employees with the most seniority may work. If a sufficient amount of employees do not volunteer, then the Employer may force in order of inverse seniority.

Section 3. SEVERE WEATHER ABSENCE: When an employee is tardy or unable to report to work due to severe weather conditions on days that are not declared inclement by the County Executive, the employee must contact his/her supervisor no later than one hour after his/her starting time. The supervisor may authorize the use of accumulated vacation, comp time, "early closing time" leave or leave without pay. Said authorization shall not be unreasonably denied. An employee who fails to contact his/her supervisor by one hour after his/her start time will be considered absent without leave for the time absent from work unless circumstances beyond the employee's control prevent such timely contact.

Section 4. When a level 3 emergency has been declared, employees whose address of record is in the affected County, or requires the employee to cross into a County so affected in order to report to work, shall not be required to report to work and shall be compensated for the day.

ARTICLE 20: HOLIDAYS

Section 1. All regular full-time employees shall be entitled to the following holidays: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day,

Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day.

Section 2. Should any of the recognized holidays fall on a Sunday, the following Monday shall be observed as the holiday. Should any of the recognized holidays fall on a Saturday, the preceding Friday shall be observed as the holiday.

Section 3. To be entitled to holiday pay, an employee must be on the active payroll (i.e., actually receives pay) during the week in which the holiday falls. Further, to be entitled to holiday pay, employees must actually work the scheduled workdays before and after the holiday. For the purposes of this paragraph, prior approved vacation, verified funeral leave, verified accident or injury which requires hospitalization as in-patient or out-patient, and any other written prior approved paid leaves of absence will be considered as hours worked.

Section 4. An employee who does not work on a recognized holiday shall receive eight (8) hours straight time pay at his/her regular hourly rate. If an employee's work schedule is other than Monday through Friday, he shall receive eight (8) hours straight time pay at his/her regular rate for the holiday observed on his/her day off or at the option of the employee, eight (8) hours straight compensatory time at the regular rate. The eight (8) hour compensatory time also may be used as an alternate day off in the week that the actual holiday occurs.

Section 5. All employees who work on a recognized holiday shall receive eight (8) hours holiday pay in addition to time and one-half (1-1/2) their regular rate of pay for all hours worked on the holiday.

ARTICLE 21: VACATIONS

Section 1. Each pay period, all regular full-time employees shall earn pro-rated vacation leave at their regular hourly pay rate based upon their length of County service as follows:

Length of Ohio Public Service Completed	Accrual Rate (hours earned per 80 hours in active status)	Annual Amount (hours earned per 2080 hours in active pay status)	Maximum Accrual Balance (total hours)
Less than 1 year	3.1	80 hours (not awarded until completion of one year of Ohio Public Service)	N/A
1 year - less than 5 years	3.1	80	240
5 years - less than 15 years	4.6	120	360
15 years - less than 25 years	6.2	160	480
25 years or more	7.7	200	600

Section 2. An employee becomes eligible for vacation leave on the first anniversary of his/her employment with the County. Vacation leave may be taken by the employee within twelve (12) months after it is earned.

Section 3. The County shall permit an employee to accumulate and carry over his/her vacation leave to the following year, but in no case shall vacation leave be carried over more than three (3) years. Forty (40) hours of earned vacation leave will be added to the vacation accrual record of the employee upon completion of five (5), fifteen (15) and twenty-five (25) full years of employment. The maximum accumulation amounts shall be set forth in the chart in Section 1:

Once employees surpass the maximum allowable vacation amount for their particular earning rate, they have a period of one (1) year from the date in which the maximum balance was surpassed to use or forfeit the time in excess of the allowable amount. An employee may donate his or her vacation time to another employee who has a serious health condition as defined under the FMLA and are in critical need of time off due to the condition, rather than forfeit it.

Section 4. An employee's unused vacation leave accumulated while they were employed by a governmental subdivision other than the County cannot be transferred to the County. Employees transferring to Public Works from a non-County governmental subdivision must work twelve (12) months before being eligible for vacation. This does not affect an employee's service credit. After the first twelve (12) months, the transferred employee's rate of accrual shall be determined based on the employee's total service credit (including credit earned at other governmental subdivisions).

Section 5. If an employee is terminated (voluntarily or involuntarily) prior to taking his/her vacation, he/she shall be paid the pro-rated portion of any fully earned but unused vacation leave which he has accrued under Section 2 of this Article. In case of death of an employee, the unused vacation leave shall be paid to his/her estate or in accordance with Revised Code 2113.04.

Section 6. With submission of appropriate proof, an employee who experiences illness, injury or death in the family while on vacation leave shall be permitted to change the time off to sick leave, if available, upon request.

Section 7. If a recognized holiday falls within an employee's vacation leave, the employee shall not be charged with a vacation day.

Section 8. Vacation leave may only be taken with prior approval of management. Employees may take their vacations during the calendar year. During the first quarter of each calendar year (January 1st through March 31st), employees will be given an opportunity to indicate their vacation leave preference through the County's electronic time system (currently MyHR). By May 1st of each year, a written vacation schedule (by operational unit) will be prepared by the County and posted (and individual written confirmation given to each employee) with priority given to employees according to their

seniority. Once the vacation schedule is determined it shall not be changed without the consent of the involved employee. Decisions to approve vacation requests for any employee who fails to make his/her vacation application during the appropriate period will be made without regard to seniority based upon when the application was made except when two (2) employees request vacation on the same day for the same future time period, seniority will govern. The Employee will receive a response to the unscheduled vacation request no later than three (3) work days of receipt of the request by their respective team leader or immediate supervisor. Unscheduled vacation shall be posted once it has been approved. The duration of an employee's vacation shall be limited only by operational needs and the employee's time accrued. Vacation requests shall not be unreasonably denied.

ARTICLE 22: SICK LEAVE

Section 1. An employee shall earn and accumulate paid sick leave as follows:

Paid sick leave will be earned and accumulated at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including paid holidays, vacations, overtime and sick leave.

If and when accumulated sick leave is used, then the employee will accumulate sick leave at the rate previously specified.

Pay for sick leave shall be at the employee's regular straight time hourly rate (or portion thereof if absent for less than a full day).

Section 2. An employee who is rehired by the County within the applicable period under the law (currently 10 years under O.R.C. 124.38) shall be credited with the amount of unused, accumulated paid sick leave he/she possessed on the date of his/her termination. An employee's unused sick leave accumulated while they were employed by any governmental sub-division of the State of Ohio other than the County within the applicable period under the law (currently 10 years under O.R.C. 124.38) shall be credited to the employee upon the presentation of acceptable documentation from the other public employer.

Section 3. The County will furnish each employee with a written statement through the County's electronic time system (currently MyHR) showing the amount of his/her accumulated paid sick leave each pay period.

Section 4. An employee shall be granted sick leave with pay for illness or injury of the employee or a member of his/her immediate family, for medical, dental, or optical examination, or treatment of an employee or a member of his/her immediate family; or when through exposure to a contagious disease, as verified by a doctor's statement which shall be submitted upon the employee's return to work, the presence of the employee at his/her job would jeopardize the health of others. A pregnant employee shall also be granted sick leave for pregnancy provided the employee has accumulated

earned paid sick leave. For purposes of this paragraph, an employee's immediate family, is defined as his/her spouse, mother, father, children, mother-in-law, father-in-law, brother or sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, a legal guardian or other person who stands in place of a parent (loco parentis), or any other relative residing with the employee.

Section 5. To be eligible for sick leave with pay, an employee must report the reason for his/her absence to his/her supervisor or, if unavailable, a designated management representative, no later than one-half (1/2) hour before his/her scheduled starting time except for unusual circumstances beyond his/her control.

Section 6. An employee who is absent on paid sick leave shall sign a statement on a form provided by the County or make an entry into the electronic timekeeping system (currently MyHR) to justify the use of sick leave. If medical attention is required, a certificate from the employee's licensed physician as to his/her fitness to perform his/her required duties shall be a prerequisite to his/her return to work. Also, this certificate shall indicate that the employee was under a physician's care and was advised by the physician to remain home from work.

Section 7. Any employee who has been on sick leave with pay for three (3) or more consecutive workdays may be required, at the discretion of the County, to provide a physician's statement before being permitted to return to work. In the case of an employee's injury or illness, the certificate shall indicate that the employee was under a physician's care, was advised by the physician to remain home from work, and that the employee is fit to return and to perform his/her duties. In the case of injury or illness of an immediate family member, the certificate shall indicate that the family member was under a physician's care and that the employee's presence was reasonably necessary for the health and welfare of the family member. An employee may also be required to provide such a physician's statement if the County determines that the employee has engaged in a pattern of abuse of sick leave and notifies the employee of an obligation to provide a physician's statement for any future sick leave absences. Such obligation shall continue for six (6) months or until the County determines that the employee is no longer engaging in a pattern of abuse, whichever is longer.

Section 8. Employees who are off work due to a job-related accident/injury or occupational disease shall have the following options for pay: sick leave, vacation leave, compensatory leave, or worker's compensation leave, whichever they prefer.

Section 9. Employees may donate accrued sick or vacation leave to a fellow County employee who has a serious health condition as defined under the FMLA and are in critical need of time off due to the condition. Employees receiving leave must be on a continuous absence of 15 or more days. Intermittent use of donated leave is not permitted.

To be eligible to donate sick leave a bargaining unit employee:

1. Must voluntarily elect to donate leave to a designated recipient who has qualified for the donation program and does so with the understanding that donated leave which is used by the recipient will not be returned;
2. Possess a sick leave balance of at least 120 hours after their donation;
3. Is in active pay status at the time their sick time is to be used.

Bargaining unit employees may donate sick leave in eight (8) hour increments. Such situations will only be allowable when the disabled employee has exhausted all available paid leaves. The total length of time that an employee may be eligible to use donated sick leave for any single illness and/or injury arising from the same set of facts (e.g. a single auto accident) shall be limited to twelve weeks in duration unless extended in the discretion of the Employer. The Employer shall not unreasonably deny an employee's second request for donation.

Once a donating employee has designated the total amount of leave to be donated to a specified employee, the donation is irrevocable if it has been used by the recipient. The donated leave shall not be deducted from the donating employee until utilized by the recipient of the leave. Donated leave will be drawn from the first employee to donate to the specified employee until the donated leave hours are exhausted. Leave will then be drawn from other donating employees in chronological order based upon date/time their donations were submitted to HR. Donations of leave will be deducted from the donating employee's balance during the pay period the leave is actually utilized.

ARTICLE 23: EXTENDED UNPAID SICK/MEDICAL LEAVE

Section 1. An employee shall be granted medical leave of absence without pay for a period of not less than five (5) consecutive workdays but not to exceed six (6) months because of personal illness or injury that disables the employee from performing the essential functions of his/her job (including medical conditions related to pregnancy or childbirth) or an illness/injury of an employee's child (including a child for whom the employee is the legal guardian), spouse, or parent, but not including the employee's parents-in-law, supported by medical evidence satisfactory to the Employer if the employee has reported such illness or injury to the Department of Human Resources by not later than the second (2nd) day of absence or as such circumstances would allow.

Section 2. To be eligible for leave pursuant to this section, the employee must (1) demonstrate that the probable length of absence will not exceed six (6) months and (2) the employee must present the Department of Human Resources at the time that the request is made with sufficient medical documentation acceptable to the Employer demonstrating that the employee is unable to perform the essential functions of his/her position and containing the probable period for which the employee will be unable to perform the essential functions of his/her position. If the need for leave is for the employee's covered family member under this Article, the documentation must also demonstrate that the employee is needed to care for the covered family member.

Section 3. If the illness/injury, or disability, of the employee or his/her covered family member under this Article continues beyond six (6) months, the employee shall be placed on a disability termination, he/she would continue to accumulate seniority and have the right to be reinstated for up to six (6) months. If an employee attempts to return to work but fails to perform the essential job duties for six (6) consecutive months from the date of return to employment, the employee's effective date of separation does not change.

Section 4. Any employee who has been on extended unpaid sick/medical leave without pay under this article may be required at the discretion of the Employer to submit to and satisfactorily pass a physical examination before being permitted to return to work. In the event of a difference of opinion as to the employee's physical status between the employee's physician and the Employer's physician, the employee shall be referred to a mutually agreed upon physician whose opinion shall be binding on the parties. Said physician shall be paid for equally by the Employer and the Union.

ARTICLE 24: LEAVE PROVIDED PURSUANT TO THE FAMILY AND MEDICAL LEAVE ACT ("FMLA")

The Employer shall have the right to administer FMLA leave to the full extent permitted by federal law.

ARTICLE 25: FUNERAL LEAVE

Section 1. An employee shall be granted five (5) days leave of absence with pay to be charged against his or her accumulated and unused sick or vacation leave in the event of the death of a member of his/her immediate family. If additional time is needed, the Director may grant additional time off without pay.

Section 2. For the purposes of funeral leave, an employee's immediate family shall include his/her spouse, domestic partner, mother, father, children, brother, sister, sister-in-law, brother-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, a legal guardian or other person who stands in place of a parent (loco parentis), or any other relative residing with the employee.

Section 3. In the event of the death of a relative other than a member of his/her immediate family, an employee shall be granted a leave of absence for one (1) day to attend this funeral if within the State of Ohio or two (2) days when the funeral is outside the State of Ohio. The employee shall have the option of using vacation or taking the leave as an authorized unpaid leave of absence.

ARTICLE 26: JURY AND WITNESS DUTY

An employee called for jury duty or subpoenaed as a witness shall be granted a leave of absence for the period of jury service or witness service, and will be compensated for the difference between his/her regular pay and jury duty pay or witness pay for work

absences necessarily caused by the jury duty or witness duty. To be eligible for jury duty pay or witness pay, an employee shall turn in to the County a jury pay voucher or a witness pay voucher showing the period of jury service and the amount of jury pay or witness pay received.

ARTICLE 27: MILITARY LEAVE

Section 1. All employees shall be granted a leave of absence for military duty in accordance with Federal and State law.

ARTICLE 28: PARENTAL LEAVE

Section 1. The County may grant parental leave upon the birth of a child as well as leave for adoptive parents not to exceed a total of three (3) months in a twelve (12) month period of paid and unpaid leave combined. The three (3) months may be a combination of paid or unpaid leave consisting of sick leave and/or vacation and/or unpaid leave.

Section 2. An employee whose wife or domestic partner gives birth shall be granted a five (5) day leave of absence which shall be charged against the employee's accumulated paid sick leave or vacation leave or as an unpaid leave, at the employee's option. The County may require verification of said birth.

ARTICLE 29: UNION LEAVE

Upon the written request of the Union Business Manager, a leave of absence without pay not to exceed seven (7) calendar days may be granted to no more than one (1) employee agency wide to perform any function on behalf of the Union provided that seventy-two (72) hours advance notice is received.

ARTICLE 30: EDUCATIONAL LEAVE

An employee may be granted a leave of absence without pay for educational purposes relating to the operations of the County per the Cuyahoga County Department of Public Works Training and Education Policy.

ARTICLE 31: COURT LEAVE

An employee who is a party to a lawsuit shall be granted time off without pay to attend the court proceedings. The employee will furnish proof by showing the department head or designee the court notification of the scheduled hearing.

ARTICLE 32: PERSONAL LEAVE

For those employees who have completed their probationary periods, personal leaves of absence may be granted without pay for cause shown for a period not to exceed six

(6) months. Such leaves of absence may be extended by the County but in no case will any employee be permitted to exceed six (6) months continuous leave under this paragraph in any one (1) calendar year except in serious or unusual circumstances.

ARTICLE 33: APPLICATION FOR LEAVE OF ABSENCE

All leaves of absence without pay and any extension thereof may be applied for in writing to the Department of Human Resources, on forms supplied by the County, at least fifteen (15) working days prior to the proposed commencement of the leave except in serious and unusual circumstances. Notification of the approval or denial of their requested leave shall be given to the employee in writing within ten (10) working days after the submission of the request. Any denial of a requested leave of absence will include the reason for the denial.

ARTICLE 34: OTHER PROVISIONS REGARDING LEAVE OF ABSENCE

Section 1. An employee may, upon request, return to work prior to the expiration of any leave of absence if such early return is agreed to by the County.

Section 2. An employee who is on an approved leave of absence as provided herein shall accumulate seniority during the entire period and upon returning to work shall be assigned to his/her same or similar position within his/her classification.

Section 3. If it is found that a leave of absence is not actually being used for the purpose for which it was granted, the County may cancel the leave and direct the employee to return to work.

Section 4. An employee who fails to return to work at the expiration or cancellation of a leave of absence or who fails to secure an extension thereof prior to the date that they are scheduled to return shall be deemed to be absent without leave, except in serious or unusual circumstances.

ARTICLE 35: TEMPORARY TRANSFERS

Section 1. The County may temporarily transfer employees from one job classification to another job classification or to another job assignment within his/her classification. A temporary transfer shall not exceed thirty (30) calendar days except:

- A. To fill a vacancy caused by an employee being on sick or other approved leave of absence, or;
- B. To provide vacation relief scheduling, or;
- C. To provide seasonal groundskeeper positions. Seasonal groundskeeper positions shall be posted and filled based upon the procedures in Article 38,

Section 1 (dealing with job bidding, promotions or transfers) to fill an opening temporarily, pending filling of such opening.

Section 2. If the County temporarily transfers an employee to a higher rated job classification in the bargaining unit, the employee shall be paid at the higher rate of pay. If the rate of pay for the other job classification is lower, the employee shall retain his/her regular rate of pay.

Section 3. In the event it becomes necessary to extend the thirty (30) day limitation on transfers, the County and the Union shall meet to discuss the matter.

Section 4. The County shall give the affected employee forty-eight (48) hours prior notice if possible before initiating any temporary transfer.

Section 5. The County shall not temporarily transfer an employee out of the bargaining unit.

Section 6. For any transfer under this Article, the County shall first provide employees with the right of first refusal on the basis of seniority. If no employees volunteer for the transfer, then the Employer shall transfer the employee with the least amount of seniority on a rotational basis.

ARTICLE 36: TRANSFERS

Section 1. Employees may exercise their seniority for the purposes of transferring within their classification to another building, changing shifts, or changing work weeks when management determines that an opening exists.

Section 2. Nothing in the Article shall be construed as creating any right of seniority with respect to any work assignment within a job classification.

Section 3. When management determines that an opening shall be filled, it shall be posted for five (5) consecutive days, excluding Saturdays and Sundays. A copy of the posting shall be sent via electronic mail to the Union's office on the same date that it is posted. An employee who desires a transfer must make application in writing on forms supplied by the Department of Human Resources. Bids not submitted within the timeframe of the posting shall not be considered. The most senior employee (based on bargaining unit seniority) who bids on the opening shall be awarded the position.

Section 4. An employee applying for a lateral transfer must meet the following eligibility criteria:

a) Shall have been employed with the County in a bargaining unit position for at least twelve (12) months;

b) Shall not have been suspended within the past twelve (12) months,

c) Shall not have been awarded a transfer within the previous twelve (12) month period.

Section 5. If insufficient employees desire to transfer to an opening after it has been posted, the County retains the right to administratively transfer to meet legitimate operational needs. Prior to exercising this right the County shall select the most senior volunteer(s) from among the employees at the building location(s) from which management desires to reduce staffing. If there are insufficient volunteers, the County shall administratively transfer the least senior employee(s) from among the affected employees. Administrative transfers may also occur to limit the "ripple effect" following the use of the transfer procedure (as outlined in Paragraph 3) above after three (3) employee has exercised their seniority following the posting of an initial opening. The County retains to right to administratively transfer with just cause.

Section 6. The name of employees who are awarded lateral transfers pursuant to Section 3 above shall be posted on the effective date of the transfer.

Section 7. The County shall provide the Union, on a monthly basis, a list of all lateral transfers, which occurred the previous month. This list shall be sent to the Union on the first of each month.

ARTICLE 37: JOB BIDDING – PROMOTIONS/PERMANENT TRANSFER TO ANOTHER CLASSIFICATION

Section 1. When permanent vacancies in the bargaining unit occur, or new jobs within the bargaining unit are created, the Employer shall post a notice of the opening or openings, stating the job classification, a brief description of the work to be performed, the qualifications required to perform the job, the rate of pay, location, shift and the time bidding will be closed. Such notice shall remain posted for seven (7) calendar days.

Employees who wish to be considered for the posted jobs must file written application with the Department of Human Resources by the end of the posting period. Applications shall be made on forms provided by the Employer for this purpose and, upon request, the employee shall be provided with a copy.

All applications filed within the said time limits will be reviewed by the Employer and the job will be awarded on the basis of seniority, provided the employee is qualified to perform the work in question and meets the minimum qualifications of the posted position. If no application is received or none of the applicants is qualified for the job, the Employer may fill the job by hiring or by transferring either a qualified junior employee or qualified probationary employee.

The employee awarded the job shall be allowed a reasonable period of time to qualify, but not exceed sixty (60) working days unless extended by mutual agreement. During the trial period, the employee shall be given reasonable help and supervision. He will be considered to have qualified on the new job when he satisfactorily performs its duties

with no more supervision than is required by other qualified employees on the same or similar jobs, and when his record as to quality and quantity of work meets the standards applicable to the new job. If he fails to qualify, he shall be returned to the job from which he came, and those who followed in the advance also set back, to the extent necessary. If, before the expiration of the trial period, the employee, in the opinion of the Employer, cannot qualify, the matter shall be discussed with the employee's Delegate before the employee's return to his former job.

Section 2. No employee shall be denied the right to make application for a posted job, except employees who, on the day of the posting of a job or jobs, are in one of the following classes:

- (a) Probationary employees;
- (b) Employees who, within the previous six (6) months, have been returned to their former job because of failure to qualify on a job in the same classification as they now seek to bid on;
- (c) Employees who, within the previous twelve (12) months have received two (2) job awards pursuant to application hereunder;
- (d) Employees, who within the previous six (6) months, have declined a job after having been awarded the same in the same classification as they now seek to bid on;
- (e) Employees who have been suspended within the previous twelve (12) months.

For the purpose of this section, a "vacancy" is defined as a job opening where the Employer has increased the number of regular jobs available in a particular job classification, or where an opening occurs with regard to an existing job as the result of a promotion, transfer, quit, discharge, or other separation of employment and the Employer has declared the same to be a vacancy that it intends to fill. The Employer will not deliberately leave jobs open for the purpose of avoiding or defeating employee promotions and permanent transfers.

ARTICLE 38: CIVIL SERVICE LAWS

No Section of the Civil Service Laws contained in Ohio Revised Code Chapter 124 shall apply to employees in the bargaining unit and it is expressly understood that the Ohio Department of Administrative Services, the State Personnel Board of Review and the Cuyahoga County Personnel Review Commission shall have no authority or jurisdiction as it relates to employees in the bargaining unit. Nothing in this Article is intended to limit the County's right to enact or amend reasonable Human Resources policies and procedures applicable to bargaining unit employees that may contain provisions similar to those contained in Chapter 124, as long as they do not conflict with the terms of this

Agreement, including, but not limited to, the County's ethics policies limiting partisan political activities that are analogous to R.C. 124.57.

ARTICLE 39: LAYOFFS, BUMPING, FACILITY CLOSURES, RECALLS

Section 1. Whenever it is necessary because of lack of work or funds or whenever it is advisable in the interest of economy or efficiency to reduce the working force, employees shall be laid off based on inverse order of seniority within their job classification(s). Prior to a layoff, the employer shall consider normal attrition. Decisions regarding layoffs, including but not limited to, the number of employees to be laid off and the timing of layoffs, shall remain the exclusive right of the Employer, except as limited by this agreement. An employee shall not be laid off until he/she has been given the opportunity to exercise any bumping rights provided herein.

Section 2. An employee shall have the right on the basis of County seniority to bump another employee within his/her own or lower rated job classification provided that the bumping employee is qualified to perform the functions of the job.

Section 3. If a vacancy exists in a lower rated classification, and the Employer has decided to fill it, the Employer shall offer the position to the senior employee to be laid off, provided the employee is qualified to perform the functions of the job, and there are no more senior qualified employees from the same or higher rated classification (rate of pay determines whether a classification is the "same or higher rated") as the vacancy on a recall list.

Section 4. Before any bargaining unit employee is notified of his/her layoff or a facility is closed, the County shall make a good faith effort to give the Union thirty (30) days written advance notice of the impending layoff or closure and provide it with the opportunity to discuss the matter and provide input. But in all cases of layoff, the Employer shall not give any less than fourteen (14) days written notice.

Section 5. Affected employees shall be given a minimum of fourteen (14) calendar days advanced written notice of layoff or facility closure.

Section 6. In the event an employee is laid off, he/she shall receive payment for earned but unused vacation and for any unpaid compensatory time off as soon as reasonably practicable, but no later than thirty (30) calendar days after the effective date of layoff.

Section 7. Recall lists shall be created for each classification for which there is an employee who was laid off. The most senior employee on the list for a given classification will be recalled when a vacancy that the County determines to fill in that classification arises provided that the employee is qualified to perform the work.

Section 8. An employee on layoff will be given fourteen (14) calendar days' notice of recall from the date on which the County sends the recall notice to the employee by

certified mail to his/her last known address as shown on the County's official personnel records.

Section 9. It is the obligation of the employee to keep the County advised in writing of his/her current address which shall be the location that any notice (including notice of recall) is sent.

Section 10. If an employee fails to report back to work when recalled within the fourteen (14) calendar day period stated above, his/her employment shall be separated, unless satisfactory excuse is shown.

Section 11. In the event that two or more employees have the same date of entry into the bargaining unit, the employees shall be laid off alphabetically by their last names with "A" being the least senior and "Z" being the most senior (i.e., Mr. A would be laid off before Mr. B.).

Section 12. An employee who is laid off or who was displaced into a lower rated position shall be placed on a recall list for a period of eighteen (18) months. The qualified employee with the most bargaining unit seniority shall be recalled if a vacancy that the employer determines to fill becomes available in the same or lower rated classification from which the employee was laid off or displaced.

ARTICLE 40: JOB DESCRIPTIONS AND CLASSIFICATIONS

Section 1. Each job description lists the major or central duties of the particular job and shall include automatically all functionally related duties.

Section 2. The County agrees to provide a job description to every employee when hired, transferred, after an annual evaluation, promoted, or demoted into a classification.

Section 3. The County shall make available to the Union the current job description for all jobs in all job classifications in the bargaining unit. Whenever a change occurs in the description of any such job, the County agrees to provide the Union with a copy of the new job description before the job description is put into effect. The employee whose job description has been changed shall also be provided a copy of the new job description before it is put into effect. Within thirty (30) days following the signing of this Contract the County shall furnish to the Union one (1) model job description for each job assignment within a classification.

Section 4. If substantial changes in the method of operation, tools or equipment, or a job occurs, or if a new job is established which has not been previously classified, the County shall meet with the Union for the purpose of placing the job in an existing classification or establishing a new classification. In the event the County and the Union are unable to reach agreement on placing the job into an existing classification, the job

description shall be submitted to Step 2 of the Grievance Procedure as provided in Article 11.

ARTICLE 41: JOB AUDITS

Section 1. An employee may have his/her position audited for reclassification upon requests to the Department of Human Resources. The employee shall provide all necessary information to the Department Office of Human Resources regarding the job audit.

Section 2. Within thirty (30) working days of receipt of the necessary information the Department of Human Resources shall determine if the employee should be reclassified. In the event of reassignment to a classification in a higher pay range, the employee shall be paid a wage increase of at least five percent (5%). In the event of reassignment to a classification having the same pay range as the employee's current classification, no increase will be received.

Section 3. If it is determined that an employee should be reclassified to a lower rated classification, the employee shall be placed in that rate in the applicable pay range which is closest to but not less than their current rate. The position shall be reclassified to the lower rated classification.

Section 4. Audit determinations shall be based upon the County job classification specifications. The Union shall be informed of the determination of all job audits at the time such determination is made. Employee may grieve a job audit in accordance with Article 11 and may file directly to Step 3.

ARTICLE 42: ORIENTATION AND TRAINING

Section 1. The County shall provide new hire orientation. The County shall provide the Union with the opportunity to speak to all new bargaining unit employees within ten (10) working days of their starting date of hire. The Union shall contact the Department of Human Resources to coordinate scheduling.

Section 2. The County will provide training when it determines such training is necessary to enhance the ability of bargaining unit employees to perform their jobs. Bargaining unit employees may submit written requests with written supporting documentation, to the Employer for additional training that the employee believes is necessary to perform their jobs. The County shall not deprive an employee training opportunities for unreasonable, arbitrary or capricious reasons.

ARTICLE 43: EMPLOYEE EVALUATIONS

Section 1. Each employee shall be evaluated by his/her immediate supervisor at least once annually.

Section 2. The employee shall be given an opportunity to examine his/her evaluation and to discuss the findings with his/her supervisor and to sign the evaluation form to indicate that he has done so. The employee's signature shall be viewed as a representation that the employee reviewed the evaluation and does not indicate the employee's concurrence with the information contained therein. In the event an employee refused to sign an evaluation form, it shall be so noted on the form by the supervisor. The employee may submit a written statement containing comments or objections. The employee's statement will be attached to the form and filed in the employee's personnel record. Employees will receive a copy of his/her performance evaluation form and any attached statement.

Section 3. An employee may request a review of their evaluation within 30 calendar days from the date he/she signed the evaluation. The Department head or his/her designee will conduct the review in the presence of the employee. It may result in a higher score, a lower score, or the same score.

Section 4. Unless mutually agreed otherwise, an employee's qualified performance evaluation ratings shall not be used for layoffs, recalls, or wages.

ARTICLE 44: FITNESS FOR DUTY EXAMINATION

Section 1. Where there is reasonable cause to believe that an individual employee is using, soliciting or is under the influence of drugs or alcohol at work, such employee will be directed to report to a County designated physician or medical clinic for a fitness for duty examination.

Section 2. The exam will be performed on County time and at County expense and will involve appropriate testing, including possible urine or blood tests or breathalyzer exam as determined by the appropriate medical personnel.

Section 3. An employee may be referred for such fitness for duty screening if at least one (1) supervisor and one manager has reasonable suspicion that the employee is then under the influence of alcohol or a controlled chemical substance and shall be made based only upon specific, objective facts and reasonable inferences drawn from those facts in the light of experience, that the employee is then under the influence of drugs or alcohol so as to endanger fellow employees or otherwise adversely impact on the employee's ability to perform, his or her job duties.

Section 4. When a supervisor determines that he/she has reasonable suspicion that an employee is impaired, the supervisor and one manager will complete a form which will be presented to the County Department of Human Resources the same day. If Human Resources determines that there is probable cause, IT shall arrange for a Fitness of Duty Examination and notify the Union prior to testing.

Section 5. An employee may also be referred for mandatory urine or breathalyzer tests to determine substance abuse under the following circumstances: A. As part of a

disciplinary probation for employees who have violated the County's drug and alcohol rules; or B. For employees returning from leaves of absence if they have given management a reason to suspect possible illegal drug and/or alcohol abuse. Possible reasons to suspect substance abuse include, but are not-limited to, documented evidence of deteriorating job performance or documentation of aberrant behavior in instances where these reasons arose in the six (6) month period immediately preceding the leave of absence. If the employee consents, then the Employer may refer him or her for a blood test.

Section 6. An employee shall be entitled to the presence of a Union representative before testing is administered.

Section 7. As concerns urine samples for drug testing, subject employees will undergo an initial screen (EMIT) test. For any positive results, a confirmatory test employing the gas chromatography/mass spectrometry (GC/MS) test will be used. The County will ensure that there is a continuous 31 chain of custody of any sample taken from an employee. Specifically, the County shall ensure that each individual who handles the sample shall provide written documentation of test performed (or necessity for handling the sample), the date and time of the testing, and their name, as well as the next individual to whom the sample is delivered. Specimen collection will occur in a medical setting and every precaution shall be taken to ensure that the procedures shall not demean, embarrass, or cause physical discomfort to the employee.

Section 8. To the extent permitted by law, the results of any drug and alcohol screening test will be kept strictly confidential. An employee who tests positive for drugs and/or alcohol will have the opportunity to rebut the results. Copies of any such evaluation shall be provided to the County and to the individual tested. Where urine or blood samples have been taken, the samples will be preserved for a reasonable period of time and such employee will have the opportunity to take these samples to a reputable physician or laboratory of his/her choosing for re-testing.

Section 9. Employees who may be drug or alcohol dependent are encouraged to voluntarily seek professional assistance through a reputable treatment program. The County's Employee's Assistance Program (E.A.S.E.) can provide counseling and referral. To the extent permitted by law, all records of an employee seeking medical rehabilitation for drug or alcohol dependency, either through E.A.S.E. or otherwise, will be kept strictly confidential. Voluntary assistance should be sought before dependence affects job performance so as to endanger fellow employees or otherwise adversely impact the employee's ability to perform his or her job duties.

Section 10. The E.A.S.E. program does not supplant or alter the normal discipline and grievance procedure. An employee subjected to disciplinary charges which include substance abuse on the job will be given access to the drug or alcohol screening results, the ability to have privately tested the blood or urine sample at an independent laboratory, and the opportunity to rebut the allegation of substance abuse. Any disciplinary order issued to an employee which includes allegations or substance abuse

on the job shall list the basis upon which it was determined that there was reasonable cause to believe that the employee was using drugs or was under the influence of drugs or alcohol at work.

Section 11. Any employee found to have positive screens for drugs and/or alcohol must be given medical clearance by a qualified physician acceptable to the County before returning to work.

ARTICLE 45: EMERGENCY EVACUATION PROCEDURE

The County shall, in consultation with the appropriate safety authorities, establish properly planned emergency evacuation routes and procedures at all of its locations. Once established, notice of said routes and procedures shall be permanently and conspicuously posted at each location, and appropriate emergency exit signs and arrows shall be erected. The County shall ensure that its EEP is appropriate for all employees, including, but not limited to, its disabled employees.

ARTICLE 46: SECURITY

The County shall provide a safe workplace environment.

ARTICLE 47: DIRECT DEPOSIT OF PAY CHECKS

The County shall have the right to pay employees solely through direct deposit unless an employee can document that he/she made good faith efforts to obtain an account (e.g., savings or checking) and was unable to obtain one. The County shall make a good faith effort to correct pay shortage if employees have not received pay for their regular work hours. Where possible (e.g., if all action is in control of the County), such corrections shall be made as soon as reasonably practicable, but no later than the following pay period following the receipt of the written notification by the employees to the Manager of the Division of Payroll.

ARTICLE 48: LOUNGES/LUNCH ROOM

The County agrees to provide an area at each location to which employees are regularly assigned, which is usable as a shared lunchroom for the employees. The County shall provide employees with one (1) refrigerator in the lunchroom for their use.

ARTICLE 49: FIRST AID

At each County location, a Red Cross type first aid kit will be maintained and made available.

ARTICLE 50: USE OF NON-BARGAINING UNIT EMPLOYEES/SUBCONTRACTING

Section 1. In the interest of efficient and/or effective operations and consistent with past practice, the County may use within the Division of Public Works (a) part-time non-bargaining unit employees (not supervisors) to perform work that can be or has been performed by bargaining unit employees, and (b) individuals engaged in Court Community Service for (i) leaf clean up along the perimeters of the County buildings and properties, and (ii) to clean parking lots, if they are using hand tools, provided that such use does not reduce the working hours or result in a layoff of current bargaining unit employees.

Section 2. Supervisors shall not be permitted to perform bargaining unit work, except in the case of an emergency, or for purposes of training, or if a bargaining unit employee is absent, in which case a supervisor may assist with the basic job duties of that classification. The assistance provided by supervisors shall not reduce the working hours or result in a layoff of bargaining unit members. The details as they relate to each location will be discussed at the Labor - Management Committee.

Section 3. The County will not transfer work out of the bargaining unit for arbitrary or capricious reasons, or for the purpose of eroding the bargaining unit.

Section 4. If the bargaining unit employees are laid off and are on a recall list, they shall be offered the opportunity to work prior to the Employer utilizing non-bargaining unit employees. Compensation shall be at the contractual rate.

ARTICLE 51: MILEAGE

Effective upon ratification of the Agreement by both parties, all employees required to use their automobile in the performance of their duties shall be reimbursed such actual mileage at the IRS rate upon submission of a request for reimbursement pursuant to County policies and procedures, as soon as reasonably practicable, but no later than thirty (30) days from the date of submission. If the IRS rate changes, the rate change will be implemented within thirty (30) calendar days from the date that the IRS rate goes into effect and shall be retroactive to the effective date of the change by the IRS.

ARTICLE 52: PARKING

Parking for all employees who work second and third shift shall be free at County owned and operated lots and garages.

If any employee must pay for parking while away from his/her office on official agency business, he/she will be reimbursed the actual amount that was paid for parking. Receipts for this expenditure must be presented.

ARTICLE 53: IDENTIFICATION CARD

All bargaining unit employees upon the date of hire, shall be provided with a clip-on card, identifying him/her as an employee of the County and bearing a color photograph of the employee and his/her signature. Except as stated below, the County shall bear the cost of one (1) identification card only. This identification card shall be made available for inspection by the employee whenever asked for by administration of the County. It shall be mandatory that each employee display his/her identification card during the course of his/her hours of work for security purposes. The identification card is not required to be worn in transit from the agency, and shall be presented upon arrival at any destination.

When the County determines that an identification card is worn out, through no fault of the employee, it shall be replaced at no cost.

If an employee has not had an updated identification card within the last seven (7) years of the effective date of this agreement, and the employee's photograph is significantly different than the employee's current appearance, then the County shall provide the employee with an updated identification card. At an employee's request, the County shall provide an updated identification card after the employee's seventh anniversary date of hire and thereafter after the passage of seven (7) years from receipt of the updated card. Nothing in this Article is intended to limit the County's right to require that an ID card be updated whenever the County deems it appropriate.

ARTICLE 54: INSURANCE

Section 1. An eligible employee is defined as a full time employee covered by this Agreement. The Flex Count Plan (the plan) is defined as the section 125 or cafeteria plan, which is provided by the Employer for health care benefits for County employees. The Employer shall provide eligible employees the opportunity to enroll in the plan once during each plan year at its annual open enrollment period. The plan year commences on January 1, and ends on December 31 of the calendar year, but is subject to change.

Section 2. Effective the first day of the first month following full execution of this Agreement, bi-weekly employee contributions for medical, prescription drug, and ancillary (dental and vision) benefits shall be determined as follows:

- A) **METROHEALTH PLAN** The County shall offer a plan through the MetroHealth System at no biweekly cost to employees.
- B) **OTHER BENEFIT PLANS** The Employer shall pay 90% of plan costs and the employees shall pay 10% of plan costs.
- C) **DENTAL AND VISION** The Employer shall pay 90% of plan costs and the employees shall pay 10% of plan costs.

Section 3. The costs of the medical and prescription drug plans will be determined through an actuarially certified process that is verified through an outside party and that includes reserves necessary to sustain the plans. In successive plan years, the Employer may add to or delete plans and/or providers offered. Employees may be offered additional plans with reduced or increased benefit levels.

Section 4. The Employer shall be entitled to increase the cost containment features of the Flex Count plans which may include, but are not limited to deductibles, co-insurance, and spousal exclusions.

Section 5. The Employer may implement or discontinue incentives for employees to participate in Employer sponsored wellness programs, including, but not limited to, the right to offer the opportunity to reduce employee contributions through participation in wellness programs as determined by the Employer.

Section 6. The Employer may offer incentives to encourage use of low cost providers/plans (including HSA plans) which may be discontinued or modified by the Employer in future plans years with notification to the Union.

Section 7. A waiting period of no more than 120 calendar days may be required before new employees are eligible to receive health and/or other insurance benefits. During the waiting period, the Employer may require employees who desire coverage to purchase it through a third party vendor instead of participating in the County plans that are offered to regular full-time employees. New employees shall be eligible to participate in the County plans on the first date of the first month following completion of the waiting period.

ARTICLE 55: SICK LEAVE CONVERSION

An employee may elect, at the time of formal retirement from active service with the County and with ten (10) or more years of prior service with the State or any political subdivisions, to be paid in cash for twenty-five (25) percent of his/her total unused accumulated paid sick leave. Such payment for sick leave on this basis shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee. The maximum payment shall not exceed two hundred forty (240) hours.

ARTICLE 56: WAGES

Section 1. The wage rates for all classifications covered under the terms of the Collective Bargaining Agreement are set forth in Appendix B.

For 2015: Retroactive to January 1, 2015, bargaining unit employees shall receive a two percent (2%) increase in their base hourly wage.

For 2016: Effective January 1, 2016, bargaining unit employees shall receive a two percent (2%) increase in their base hourly wage.

For 2017: Effective January 1, 2017, bargaining unit employees shall receive a two percent (2%) increase in their base hourly wage.

Section 2. Swing stage work, permanent stage work suspended by rope or cable and boatswain chair work shall pay the regular rate the employee is otherwise entitled to plus forty-three cents (\$.43) per hour in addition thereto.

Section 3. A Custodial worker who works all or part of a moving job that involves three or more hours in total shall receive a \$1.00 per hour pay differential. The moving work for which a differential is due does not include work that is incidental to a Custodial Worker's usual job duties. Lunchtime shall be paid at the custodial rate except when moving duties encompass the entire workday.

Section 4. Employees holding the classification of Custodial Worker, Facilities Parking Attendant, Mail Clerk/Messenger, Radio Dispatcher, Photo. I.D. Technician and Communication Specialist shall be under the same wage structure.

New employees in these classifications shall be employed at the starting rate of the pay. An employee shall advance to the six (6) month rate beginning on the first day of the pay period within which the employee completes six (6) months of service. The employee shall advance again, effective on the first 28 date of the pay period in which his twelve (12) month anniversary falls and again effective on the first date of the pay period in which his twenty-four (24) month anniversary falls. It is not the intent of the parties to establish a tiered wage system.

Employees who latterly transfer between these classifications shall maintain their current rate of pay and, if applicable, will advance to the next pay rate on their anniversary date established in their prior classification.

ARTICLE 57: WASH UP TIME

Section 1. Employees shall be permitted a reasonable time at the end of each work day before quitting time for wash-up and a reasonable time immediately prior to lunch for wash-up, provided facilities are available at the work location. Wash-up time shall be utilized for personal clean-up and shall not be considered free time which the employee can use for any other purpose. Wash-up time is not cumulative and will only be allowed when the work schedule permits.

Section 2. As used in this Article, a reasonable time shall be no more than fifteen (15) minutes, excepting in the case of a mechanic who may need additional time. Approval for such additional time shall not be unreasonably denied by the mechanic's supervisor.

Section 3. The Employer will provide gloves and goggles to bargaining unit employees

as determined appropriate by the County.

ARTICLE 58: UNIFORMS AND TOOLS

Section 1. The County reserves the right to require all employees to wear uniforms. Required uniforms shall be provided and maintained, i.e., laundered, by the County.

Section 2. By the end of the first quarter of every other year, the County shall reimburse those employees that the County requires to wear safety shoes or work boots up to seventy-five (\$75.00) dollars. Work shoes and boots must be approved by the County and must be compliant with the standards of the American Society for Testing and Materials ("ASTM") for steel toe or composite toe work boots. To be eligible for reimbursement, employees must provide original receipts for the purchase of work shoes or boots. All original receipts will be retained by the County. All requests for reimbursement and receipts shall be submitted by January 31 of the appropriate year.

Section 3. In the event that the Mechanics in the bargaining unit require new tools to complete their job assignments, the County will provide the new tools that it determines are necessary to complete. In the event that the mechanics in the bargaining unit require tools to complete work on County equipment that is not part of the general / regular repairs, such as specialty diagnostics, unique or non-routine repairs, the County may provide the tools that it determines are necessary to complete the work. Tools provided by the County shall remain County property.

Section 4. The County shall grant a tool replacement fund to those employees holding the position of Auto Mechanics I and II for tools purchased which are used in their employment with the County. Reimbursement for shoes/boots and tools combined shall not exceed Five Hundred Dollars (\$500.00) per year. To be eligible for reimbursement of tools, employees must provide original receipts which will be retained by the County. All requests for reimbursement and original receipts for purchase of tools shall be submitted by the first week in December.

ARTICLE 59: SAFETY COMMITTEE

The Union may designate one (1) representative to sit on any Safety Committee relevant to bargaining unit employees or their operations within the Agency which is established by the County.

ARTICLE 60: SAVINGS CLAUSE

It is the intent of the County and the Union that this Contract comply in every respect with the applicable legal statutes and administrative regulations adopted pursuant to these applicable legal statutes. If any paragraph or part thereof is declared invalid, or in conflict, the Union shall indemnify and save harmless the County. Further, the paragraph or part thereof shall be null and void, and shall not affect the validity of the remaining parts or paragraphs of this Contract. In the event any paragraph or part

thereof is declared invalid or in conflict, the County and the Union shall meet within ten (10) calendar days for the purpose of negotiating a lawful alternate provision.

ARTICLE 61: MODIFICATION

Amendments and modifications of this Contract may be made by mutual written agreement of the parties of this Contract.

ARTICLE 62: PRINTING

The County shall post the contract on-line and bargaining unit employees desiring one shall be given an opportunity to print a hard-copy.

ARTICLE 63: WAGE CONTINUATION

An employee who is injured at work may utilize the Wage Continuation Program pursuant to the Wage Continuation Policy of the County. This program provides for the continuation of regular wages while an employee is recovering from the injury which may continue for up to sixty (60) calendar days or until the employee has either returned to full duty or alternative work, whichever comes first. The employee must follow all requirements of the program, including use of a physician from a panel selected by the County for this purpose and completion of all forms. The program is entirely voluntary and the employee may opt-out of the program. In the event that the County revises or discontinues the Wage Continuation Policy, the revisions or discontinuation shall also apply to the employees covered by this Agreement.

ARTICLE 64: PRE-TAX DEDUCTION OF PERS CONTRIBUTIONS

To the extent permitted by law, employee contributions to the Ohio Public Employees Retirement System (PERS) shall continue to be excluded from the employees' income for the purpose of federal income tax withholding.

ARTICLE 65: CALL OFF PROCEDURE

An employee who desires to call off from work due to illness, injury or a serious health condition shall contact his or her immediate supervisor via electronic mail or telephone as soon as reasonably practicable, no later than one-half (1/2) hour before his/her scheduled starting time.

ARTICLE 66: TUITION REIMBURSEMENT/CONTINUING EDUCATION

The Employer shall apply the Public Works Continuing Education Policy currently in effect to all bargaining unit employees for the term of the contract.

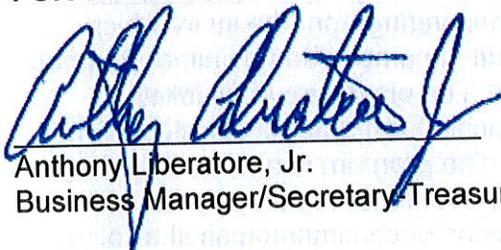
ARTICLE 67: DURATION

This Labor Contract represents the complete understanding between the parties on all issues and shall become effective on the date of ratification by County Council and remain in full force and effect until 11:59 p.m., December 31, 2017 and, thereafter, from year to year unless at least ninety (90) calendar days prior to said expiration, or anniversary thereof, either party gives timely notice to the other of an interest to terminate the Contract. Within ten (10) calendar days after receipt of said notice a conference will be arranged to negotiate any proposals.

ARTICLE 68: EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

FOR THE UNION:



Anthony Liberatore, Jr.
Business Manager/Secretary-Treasurer

12/1/15
Date

FOR THE COUNTY:



Armond Budish, County Executive

12/1/15
Date

APPENDIX A

LIST OF JOB CLASSIFICATIONS

It is understood and agreed that the following positions assigned to the Cuyahoga County Public Works are included in the Bargaining Unit:

Custodial Workers

Maintenance Repairmen

Auto Mechanic 1

Auto Mechanic 2

Information Clerks (Clerks 2)

Groundskeeper 1

Stores Clerks

Equipment Operator

Mail Clerks/Messengers

Facilities Parking Attendants

Communication Specialist

Truck Drivers

Window Cleaner

Wall Washer

Photo I.D. Technician

Radio Dispatcher

APPENDIX B

WAGES

<u>CLASSIFICATION</u>	<u>01/01/15</u>	<u>01/01/16</u>	<u>01/01/17</u>
Auto Mechanic I	16.25	16.58	16.91
Auto Mechanic II	23.17	23.63	24.10
Information Clerk (Clerk 2)	13.69	13.96	14.24
Equipment Operator	16.82	17.16	17.50
Groundskeeper I	16.82	17.16	17.50
Maintenance Repairman	17.82	18.18	18.54
Stores Clerk (Inventory/Receivable)	17.82	18.18	18.54
Truck Driver	18.96	19.34	19.73
Window Cleaner	20.63	21.04	21.46
Wall Washer	19.72	20.11	20.51

Employees holding the classifications of Custodial Worker, Facility Parking Attendant, Mail Clerk/Messenger, Radio Dispatcher, Photo I.D. Technician and Communication Specialist shall be paid as follows:

Starting Rate:	13.71	13.98	14.26
Six-Month Rate:	14.26	14.54	14.83
One-Year Rate:	14.82	15.12	15.42
Two-Year Rate:	15.94	16.26	16.59