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LABOR AGREEMENT

BETWEEN

BOARD OF CUYAHOGA COUNTY COMMISSIONERS

AND

OHIO AND VICINITY REGIONAL COUNCIL OF CARPENTERS,

UNITED BROTHERHOOD OF CARPENTERS

AND JOINERS OFAMERICA

July 1, 2009-- June 30, 2012

ARTICLE	SUBJECT	PAGE
1	Recognition	1
2	Management Rights	1
3	No Strike	2
4	No Lockout	2
5	Non-discrimination Civil Rights	2
6	Union Security	3
7	Hours of Work & Overtime	4
8	Grievance Procedure	4
9	Probationary Period	5
10	Seniority	6
11	Lay-Off	6
12	Recall From Lay-Off	6
13	Holidays	7
14	Vacations	7
15	Leaves of Absence - Immediate Family	8
16	Sick Leave	8
17	Funeral Leave	9
18	Jury & Witness Duty	9
19	Military Leave	9
20	Personal Leave	10

ARTICLE	SUBJECT	PAGE
21	Sick Leave Conversion	10
22	Report-in-Pay	10
23	Call-in-Pay	10
24	Insurance	11
25	Successor Clause	13
26	Savings Clause	13
27	Negotiating Procedures	14
28	Tax Deferral: Employee Contribution to PERS	14
29	Fitness for Duty Examination	14
30	Temporary Employees	18
31	Wages	18
32	Cost Savings Days	19
33	Reimbursements	19
34	Parking	19
35	Wage Continuation	20
36	Duration	20
APPENDIX A	Letter of Understanding on Full-time Temporary employees	21
APPENDIX B	Letter of Understanding on cost savings days	24

This Agreement is made and entered into by and between the Cuyahoga County Board of Commissioners, hereinafter referred to as the "County" and the Ohio and Vicinity Regional Council of Carpenters, United Brotherhood of Carpenters and Joiners of America, hereinafter referred to as the "Union."

ARTICLE 1
RECOGNITION

SECTION 1 The County recognizes the Union as the sole and exclusive bargaining representative in all matters pertaining to salaries, fringe benefits, hours of work and other conditions of employment for carpenters and locksmiths employed by the County.

ARTICLE 2
MANAGEMENT RIGHTS

SECTION 1 Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, size of the work force, standards of services, its overall budget, utilization of technology, and organizational structure.

SECTION 2 Employ, direct, supervise and evaluate employees.

SECTION 3 Maintain and improve the efficiency and effectiveness of governmental operations.

SECTION 4 Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted.

SECTION 5 Suspend, discipline, demote, discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees.

SECTION 6 Determine the adequacy of the workforce.

SECTION 7 Determine the overall mission of the employer as a unit of government.

SECTION 8 Effectively manage the workforce.

SECTION 9 Take actions to carry out the mission of the public employer.

SECTION 10 As a governmental unit, the exercising of the rights expressed in this Article are subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided herein and law.

ARTICLE 3
NO STRIKE

SECTION 1 The Union shall not strike, walkout, cause a work stoppage or a slowdown for the duration of this Agreement.

SECTION 2 In the event an employee violates Section 1 of this Article, he shall be subject to disciplinary action up to and including Removal.

SECTION 3-A It shall not be a violation of this Article if the bargaining unit employee refuses to enter upon any property involved in a lawful primary labor dispute between the County and an affiliate of the Cleveland Construction and Trades Council. In the event bargaining unit employees cannot be reassigned to another worksite, the County shall not be required to pay the wages of any employee(s).

SECTION 3-B The County shall have the right to require members of the bargaining unit to report to work if a life-threatening or property hazard emergency exists according to management. The County shall immediately notify the union of such emergency.

ARTICLE 4
NO LOCKOUT

SECTION 1 The County shall not lock out any employees for the duration of this Statement.

ARTICLE 5
NON-DISCRIMINATION-CIVIL RIGHTS

SECTION 1 Both the County and the Union recognize their respective responsibilities under Federal and State Civil Rights laws, fair employment practice acts, and other similar constitutional and statutory requirements.

Therefore, both parties hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to the employment on the basis of race, color, creed, national origin, age, sex or handicap.

SECTION 2 The County has the legal and moral duty to make reasonable accommodation to an employee's handicap where such accommodation will enable a handicapped employee to substantially perform the essential elements of the job in question. The County will abide by the Federal definition of handicapped as set forth by the E.E.O.C.

ARTICLE 6
UNION SECURITY

SECTION 1 All present employees who are members of the Union on the effective date of this Agreement shall remain members of that respective Union.

SECTION 2 The County will deduct regular initiation fees, assessments and monthly dues from the pay of employees covered by this Statement upon receipt from the Union of individual written authorization cards voluntarily executed by an employee for that purpose and bearing his signature.

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 transfers to a job classification outside the bargaining unit.

SECTION 4 Deductions will be made from the pay of all employees during the first pay period of each month. 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 Article 6, together with an alphabetical list of names of all employees whose fees/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, and upon receipt, the Union shall assume full responsibility of the disposition of all funds deducted.

SECTION 6 The Union will indemnify and save the County harmless from any action growing out of deductions hereunder and commenced by an employee against the County or the County and the Union jointly.

SECTION 7 Any employee who is not a member of the Union and who does not make application for membership within one (1) month following the ratification of this Agreement, shall, as a condition of employment, pay the Union through payroll deduction, a fair share fee as a contribution toward the administration of this Agreement, that fair share fee being equal to the regular dues and assessments of the Union.

SECTION 8 Any future 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 Agreement, that fair share being equal to the regular dues and assessments of the Union.

SECTION 9 Employees who fail to comply with these requirements shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.

ARTICLE 7
HOURS OF WORK AND OVERTIME

SECTION 1 The normal work week for regular full time bargaining unit employees shall be forty (40) hours of work in five (5) days of eight (8) consecutive hours each day (unless otherwise agreed to) exclusive of the time allotted for LUNCH period during the period starting 12:01 A.M. Sunday, to midnight Saturday. Normal work hours shall be between 7:00 A.M. and 4:30 P.M., Monday through Friday. There will be a one-half (1/2) lunch hour. In the event it is necessary to change the hours of work, starting and quitting time of any shift, and schedule of hours, the County shall first meet with the Union to discuss such changes. This paragraph shall not be construed as a guarantee or limitation of work hours, nor shall it be construed to reduce the workweek below forty (40) hours per week for regular full-time employees.

SECTION 2 Regular full time bargaining unit employees shall receive 1 1/2 times their regular rate of pay for all hours worked in excess of eight (8) hours during a twenty-four (24) hour day, or in excess of forty (40) hours in a one (1) week period. Work performed on Saturdays shall be paid at 1 1/2 times the regular hourly rate of pay. Work performed on Sundays and Holidays shall be paid at two (2) times the regular hourly rate of pay.

SECTION 3 For the purpose of computing overtime pay, holidays, vacations and any other time on active pay status except paid sick leave, shall be counted as hours and days worked.

SECTION 4-A It shall be within the discretion of the Employer to establish shift operations in accordance with Article 2, Section(s) 3, 4, 5, 8 and 9.

SECTION 4-B All shift operations shall include a maximum rotation of six (6) weeks per employee.

SECTION 4-C All employees working shifts shall be entitled to a shift differential as specified in Article 31Wages.

SECTION 5 Employees shall be entitled to two (2) fifteen (15) minute breaks during an eight (8) hour shift. Breaks shall be taken during the middle of the first part of the shift and the middle of the second part of the shift.

ARTICLE 8
GRIEVANCE PROCEDURE

SECTION 1 A grievance is any matter concerning the interpretation, application or alleged violation of this Agreement between the County and the Union, or which alleges an employee has been discharged or disciplined without just cause or has been treated unfairly or in a discriminatory manner. Pending and future grievances shall be resolved in the following manner:

Step 1 Any employee who has a grievance or dispute shall initiate the grievance or dispute within five (5) days after he becomes aware of the problem. The grievance shall be reduced to writing by the Grievant and presented to the Superintendent of Buildings or his designated representative. The Superintendent of Buildings or his designee shall respond in writing to the grievance within seven (7) working days after receiving it.

Step 2 If the matter is not thereby resolved, it shall be taken up with the County Director of Labor Relations or his designee within ten (10) days after the Union receives the answer under Step 1. A meeting will be held between the County Director of Labor Relations and/or his designee, the Union Business Representative and other required Union Representatives. Within five (5) working days after that meeting, a written response to the grievance shall be sent to the Union. In the event the time limits are not mutually extended, then the Union shall have the right to move the grievance to the next step.

Step 3 If the grievance is not satisfactorily settled at Step 2, the Union may, within thirty (30) calendar days after the receipt of the Step 2 answer, submit the issue to Arbitration. The Union shall notify the Federal Mediation and Conciliation Service (FMCS) and the County at the same time of its intent to appeal the grievance to Arbitration. Upon written notice of the Union's intent to arbitrate a grievance, the Federal Mediation and Conciliation Service shall submit a panel of seven (7) arbitrators from its sub-regional list to each party and the Arbitrator shall be chosen in accordance with the Association's then applicable rules. The fees and expenses of the Arbitration shall be borne equally by the parties. The written decision of the Arbitrator shall be final and binding upon the parties.

SECTION 2 The time limits set forth in the Grievance Procedure may be extended by mutual agreement of the County and the Union. Working days as used herein shall not include Saturdays, Sundays or Holidays.

ARTICLE 9
PROBATIONARY PERIOD

SECTION 1 New employees shall be considered to be on probation for a period of one hundred and twenty (120) days. 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 Agreement. Provided, however, the County will not discharge a probationary employee because of Union membership or Union activity. The probationary period shall start on the first day the employee permanently is assigned the duties of the position. The probationary period shall be extended for a period equal to the amount of any leave of absence of five (5) or more consecutive workdays, which occurs during the probationary period.

ARTICLE 10
SENIORITY

SECTION 1 Seniority shall be an employee's uninterrupted length of continuous service with the Division of Buildings and Grounds of the Central Services Department. Seniority shall be broken when an employee:

1. Quits or resigns,

2. Is discharged for just and proper cause,

3. Is laid off for a period of more than twelve (12) consecutive months,

4. Is absent without leave for three (3) or more consecutive work days, unless proper excuse for the absence is shown, or, if no notice was given, a satisfactory excuse for the failure to give notice.

5. Fails to report to work when recalled from lay-off 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 County's records) unless satisfactory excuse is shown. The County shall also furnish a copy of Recall Notice to the local Union of any recalled employee.

ARTICLE 11
LAY-OFF

SECTION 1 Whenever it becomes necessary, because of lack of work or funds to reduce the working force, employees shall be laid off, within the affected classification, by seniority within the affected classification.

SECTION 2 Before any bargaining Unit employee is given notice of layoff, the County shall notify the Union, fourteen (14) days prior to taking the layoff action, and shall agree, at the Union's request, to meet and confer with Union representatives of the employees affected, and discuss the necessity of the layoff.

ARTICLE 12
RECALL FROM LAY-OFF

SECTION 1 Employees shall be recalled in the inverse order of lay-off from their classification. An employee on lay-off 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 registered mail to his last known address as shown on the County's records. In the event an employee does not

respond during the fourteen (14) day period, he will forfeit his recall rights.

SECTION 2 An employee who is recalled shall not forfeit the accrual of any benefits furnished at the time of his lay-off.

ARTICLE 13
HOLIDAYS

SECTION 1 All regular full-time employees shall be entitled to the following Holidays:

New Years Day	Labor Day
Martin Luther King Day	Veterans Day
President's Day	Columbus Day
Memorial Day	Thanksgiving Day
Independence Day	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 work the scheduled day before and the scheduled day after the holiday.

SECTION 4 To be entitled to holiday pay, an employee must be on active payroll, (i.e., actually receives pay) during the week in which the holiday falls.

SECTION 5 An employee who does not work on a recognized holiday shall receive eight (8) hours straight time pay at his regular hourly rate.

SECTION 6 Work performed on holidays shall be paid at double the regular hourly rate for all hours worked.

SECTION 7 If a recognized holiday falls within an employee's vacation leave, the employee shall receive an additional paid vacation day in lieu of the holiday.

ARTICLE 14
VACATIONS

SECTION 1 All regular full-time employees shall be granted the following vacation leave with full pay each year based upon their length of County service as follows:

1 year but less than 5 years	80 working hours

5 years but less than 15 years	120 working hours
15 years but less than 25 years	160 working hours
25 years or more	200 working hours

SECTION 2 Vacations shall be scheduled based upon the employee's seniority and the operational needs of the Department. The operational needs of the Department shall be solely determined by the Director of Central Services.

SECTION 3 An employee becomes eligible for vacation leave on his employment anniversary date, and vacation leave may be taken by the employee within twelve (12) months after it is earned. The County may permit an employee to accumulate and carry over his vacation leave to the following year, but in no case shall vacation leave be carried over more than three (3) years. Any accumulation in excess of three (3) years of vacation will be forfeited.

ARTICLE 15
LEAVES OF ABSENCE-IMMEDIATE FAMILY

SECTION 1 An employee's immediate family, as referred to herein, shall include his spouse, mother, father, child, brother, sister, sister-in-law, brother-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandchild, a legal guardian or other person who stands in place of a parent (loco parentis), or any other relative residing with the employee.

ARTICLE 16
LEAVES OF ABSENCE-SICK LEAVE

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

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

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

C. 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 shall be granted sick leave with pay for illness or injury of the employee or a member of his immediate family for medical, dental, or optical examination, or treatment of an employee or a member of his immediate family, or when through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others. A female employee shall also be granted sick leave with pay for pregnancy provided the employee has accumulated earned paid sick leave.

SECTION 3 To be eligible for sick leave with pay, an employee must report the reason for his absence to the Payroll Department within one (1) hour of his scheduled starting time except for unusual circumstances beyond his control.

SECTION 4 An employee who is absent on paid sick leave shall sign a statement on a form provided by the County to justify the use of sick leave. The Director may require a certificate from the employee's licensed physician as to his fitness to perform his required duties as a prerequisite to his return to work. In the case of an illness exceeding three (3) consecutive work days, a physician's statement specifying the employee's inability to report to work and the probable date of return may be required. Also, this certificate shall indicate that the employee was under the physician's care and was advised by the physician concerning the number of days to remain home from work.

ARTICLE 17
LEAVES OF ABSENCE-FUNERAL LEAVE

SECTION 1 An employee shall be granted a five (5) day leave of absence, with pay to be charged against accumulated paid sick leave, in the event of the death of a member of his immediate family. If additional time is needed, the Director may grant additional time off without pay.

SECTION 2 In the event of the death of a relative other then a member of his immediate family, an employee shall be granted a leave of absence with pay, to be charged against his accumulated paid sick leave for one (1) day to attend the funeral if within the State of Ohio or two (2) days when the funeral is outside the State of Ohio.

ARTICLE 18
JURY AND WITNESS DUTY

SECTION 1 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 regular pay and jury duty pay or witness pay for work absences necessarily caused by a 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 or witness service and the amount of jury pay or witness pay received.

ARTICLE 19
LEAVES OF ABSENCE-MILITARY LEAVE

SECTION 1 An employee who is a member of the Ohio National Guard or any other reserve component of the Armed Forces of the United States of America shall be entitled to a leave of

absence from their respective duties without loss of pay for such time as they are in Military Service and Field Training or active duty for a period not to exceed thirty (30) days in any calendar year.

ARTICLE 20
LEAVES OF ABSENCE-PERSONAL LEAVE

SECTION 1 For those employees who have completed their probationary period, 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.

SECTION 2 An employee who uses personal leave for purposes other than the reason(s) the leave was granted for may be terminated.

ARTICLE 21
SICK LEAVE CONVERSION

SECTION 1 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 percent *(25%)* of his 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 thirty (30) days.

ARTICLE 22
REPORT-IN-PAY

SECTION 1 An employee who reports to work on a regularly scheduled work day without previous notice not to report shall receive a minimum of four (4) hours work (or four hours pay in lieu thereof) at the applicable hourly rate.

ARTICLE 23
CALL-IN-PAY

SECTION 1 Should an employee be called back to work after his regular work hours for an emergency, he shall be paid two (2) times his regular hourly rate for all hours worked or four (4) hours at his regular rate, whichever is greater.

ARTICLE 24
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 insurance, benefits for county employees. The Employer shall be responsible for enrolling all eligible employees 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 ratification of the Collective Bargaining Agreement by the parties, bi-weekly employee contributions for medical and prescription drug benefits shall be determined as follows:

a) Highest Cost Provider

Effective the first day of the first month following ratification of the Collective Bargaining Agreement by the parties, the Employer shall contribute ninety-five percent (95%) of plan costs and employees shall contribute five percent (5%) for plans offered through the highest cost provider with caps on biweekly employee contributions of fifteen dollars ($15.00) for single coverage and thirty dollars ($30) for family coverage. Effective January 1, 2010, The Employer shall contribute ninety-two and one-half percent (92.5%) of plan costs and employees shall contribute seven and one-half percent (7.5%) for plans offered through the highest cost provider with no biweekly cap. Effective January 1, 2011, The Employer shall contribute ninety percent (90%) of plan costs and employees shall contribute ten percent (10%) for plans offered through the highest cost provider with no biweekly cap. Effective January 1, 2012 the terms shall be set at those negotiated for that year between the Employer and the American Federation of State County and Municipal Employees, Ohio Council 8 Local 1746.

b) Other Providers

Effective the first day of the first month following ratification of the Collective Bargaining Agreement by the parties, the Employer shall contribute ninety-five percent (95%) of plan costs and employees shall contribute five percent (5%) with caps on biweekly employee contributions of fifteen dollars ($15.00) for single coverage and thirty dollars ($30) for family coverage. Effective January 1, 2010, The Employer shall contribute ninety-two and one-half percent (92.5%) of plan costs and employees shall contribute seven and one-half percent (7.5%) with biweekly caps of thirty dollars ($30) for single coverage and forty-five dollars ($45.00) for family coverage. Effective January 1, 2011, The Employer shall contribute ninety-two and one-half percent (92.5%) of plan costs and employees shall contribute seven and one-half percent (7.5%) with biweekly caps of thirty-five dollars ($35.00) for single coverage and fifty dollars (50.00) for family

coverage. However, the Employer shall offer at least one single and one family plan free of biweekly contributions to bargaining unit members for the duration of this Agreement. Selection of free plan(s) offered shall be at the discretion of the Employer and may be HMO or other plan types. Effective January 1, 2012 the terms shall be set at those negotiated for that year between the Employer and the American Federation of State County and Municipal Employees, Ohio Council 8 Local 1746.

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/providers offered. Replacement of the standard benefit plan shall not result in a reduction of benefit levels. However, employees may be offered additional plans with reduced benefit levels.

Section 4. Effective the first day of the first month following ratification of the Collective Bargaining Agreement by the parties, the Employer will contribute 95% of the costs for the ancillary benefit plans (i.e., vision and dental) and the employees will contribute 5% of the costs for the ancillary benefit plans. Effective January 1, 2010, the Employer will contribute 92.5% of the costs for the ancillary benefit plans (i.e., vision and dental) and the employees will contribute 7.5% of the costs for the ancillary benefit plans.

Section 5. The Employer shall be entitled to increase the cost containment features of the Flex Count Plan provided cost containment changes to the standard benefit plan shall not result in a reduction in benefit levels.

Section 6 Eligible employees may choose to opt out of health insurance coverage and select one of the opt-out options listed in sub-sections A, B or C below. For each option, the decision to opt-out must be made during open enrollment and is irrevocable for the plan year unless the employee provides acceptable documentation of a qualifying event. Employees who are participating in a BOCC plan through a spouse who is also a BOCC plan participant shall not be eligible for an opt-out payment.

A) An employee without eligible dependents may elect to opt out of health care coverage and receive a gross opt-out payment of fifty dollars ($50) bi-weekly.

B) If an employee with an eligible spouse provides documentation acceptable to the Employer that the spouse has alternative coverage available, the employee may elect to opt out of coverage for the spouse and receive an opt-out credit of fifty dollars ($50) which shall be applied to the employee's bi-weekly contributions for single or family coverage for remaining eligible dependents.

C) an employee with eligible dependents may elect to opt-out of coverage for the employee and all dependents and receive a gross opt-out payment of one hundred dollars ($100) biweekly.

Section 7. The Employer may implement or discontinue incentives for employees to participate in Employer sponsored wellness programs.

Section 8. 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 9. 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 BOCC plans that are offered to regular full-time employees. New employees shall be eligible to participate in the BOCC plans on the first date of the first month following completion of the waiting period.

ARTICLE 25
SUCCESSOR CLAUSE

SECTION 1 Pursuant to State and Federal law, if any of the present Federal programs are replaced by other Federal programs of any title, name or initial description, to the extent practical, the existing employees under the present Federal program shall be transferred laterally to the new programs with no loss of seniority and/or fringe benefits.

ARTICLE 26
SAVINGS CLAUSE

SECTION 1 Should any governmental regulation prevent the immediate implementation of any term of this Agreement, then such provision shall be implemented immediately upon any change or the ending of such governmental regulation which will permit such implementation.

SECTION 2 Any provision of this Agreement which is held by the final order if a court of competent jurisdiction to be totally in violation of, or contrary to, municipal, State or Federal acts, statutes, ordinances, regulations or orders, or revisions thereof, now effective, or which may become effective during the term of this Agreement, shall be considered void. In the event that any provision of this Agreement is thus voided, the balance of the Agreement and its provisions shall remain in effect for the term of this Agreement. Any provision of this Agreement, which is thus voided, shall be negotiated by the parties immediately upon their being informed of provision thus made void.

ARTICLE 27
NEGOTIATING PROCEDURES

SECTION 1 Either the County or the Union may initiate negotiations by letter of submission forwarded to the other party by April 15 of the year in which this Agreement expires. The parties shall hold their first negotiation session by April 30, 2012, at which time, they will jointly notify the State Employee Relations Board (SERB) of the commencement of negotiations.

SECTION 2 All negotiation sessions shall be closed to the public and media and conducted during times mutually agreed upon by the respective parties; and the parties agree not to "go public" with the issues of the negotiations without giving the other party prior notice of such intent.

SECTION 3 If the parties reach impasse, the statutory impasse resolution procedures contained in section 4117.14 shall be followed (i.e., mediation and fact-finding).

ARTICLE 28
TAX DEFERRAL: EMPLOYEE CONTRIBUTION TO P.E.R.S.

SECTION 1 Employee contributions to the Public Employees Retirement System will not be included in the gross taxable income subject to the Federal withholdings taxes.

ARTICLE 29
FITNESS FOR DUTY EXAMINATION

1. Policy Statement

   Both the Union and the employer recognize illegal drugs and/or alcohol usage as a threat to the public safety and the welfare of the employees. The Employer will take the necessary steps, including drug testing, to eliminate illegal drug use and abusive use and/or impairment due to alcohol. The goal of this policy is prevention, detention, deterrence and rehabilitation, rather than termination.

2. Definitions

   The term "drug" includes cannabis as well as other controlled substances as defined in the Ohio Revised Code. The term "illegal drug usage" includes the use of cannabis or any controlled substance which has not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed drug. The term "drug test" means a urinalysis test consisting of an initial screening (EMIT) test and a confirmation test employing the gas chromatography/mass spectrometry (GC/MS), utilizing urine samples collected according

to procedures and chain of custody established in this policy.

3. Use of Alcohol and/or Drugs

Employees, while on duty or "on call", shall not be under the influence of alcohol or drugs, nor have their ability to safely, efficiently and effectively perform the duties of their position impaired as a result of the use of alcohol or drugs. No employee shall use, possess, sell, deliver or purchase an illegal drug during working hours (including duty-free rest and lunch periods.)

4. Notice and Education of Employees Regarding Drug Testing

There shall be a thirty (30) day information distribution period prior to the implementation of testing under this policy for employees. All bargaining unit employees shall receive a copy of this policy. The Employer shall inform the employees concerning the impact of the use of drugs on job performance, the manner in which the test will be conducted, the reliability of the test performed, under which circumstances employees will be subject to testing, what the test can determine and the consequences of testing positive for illegal drug use. All new employees will be provided with this information when initially hired. No employees shall be tested until this information is provided.

5. Basis for Ordering an Alcohol or Drug Test

The Employer shall have the right to require mandatory blood and/or urine samples when a Supervisor has reasonable suspicion that an employee is under the influence of drugs and/or alcohol, or that the employee's ability to safely, efficiently and effectively perform the duties of his position has been impaired as a result of the use of alcohol and/or drugs. As used herein, "reasonable suspicion" is a belief based upon objective and articulable facts.

Such "reasonable suspicion" may be based upon, but not limited to, any one or more of the following circumstances:

a.) slurred speech, b.) unsteady walk, c.) an accident involving Employer owned property, d.) physical altercation, e.) verbal altercation, f.) documentation of aberrant behavior; that which is so unusual or disruptive that it warrants summoning a supervisor or anyone else with authority, g.) possession of alcohol or illegal drugs, h.) excessive or unexcused absenteeism, i.) excessive or unexcused tardiness, and j.) documented evidence of declining productivity. Further, an employee may be required to submit to a testing upon returning to duty after participation in a substance abuse rehabilitation program and during a disciplinary probation for employees who have violated the drug and alcohol rules.

When a supervisor determines that he/she has reasonable suspicion that an employee is impaired, the supervisor will complete a form, which will be presented to the County

Office of Labor Relations the same day. If the Office of Labor Relations, in consultation with the Department Director or his/her designee, determine that there is probable cause, Labor Relations shall arrange for a Fitness for Duty Examination and notify the Union prior to testing.

6. Urine Samples

Where urine or blood samples have been taken, the employees shall have the right to request split samples, with one half sent to the Employer's lab and the other kept frozen. (See #8)

Specimen collection will be performed by appropriately qualified personnel and the procedure should not demean, embarrass, or cause physical discomfort to the employee. Each step in the collecting and processing of the urine samples shall be documented to establish procedural integrity and the chain of evidence. The employee will complete a form indicating the use of all drugs being currently taken and identify the prescribing physician. The employee designated to give a sample must be positively identified prior to any sample being taken.

Specimen samples shall be sealed, labeled, and checked against the identity of the employee to ensure the results match the employee tested. Samples shall be stored in a secure and refrigerated atmosphere until tested or delivered to the testing lab representative.

Upon request, an employee shall be entitled to the presence of the Union Steward or Representative before testing is administered.

7. Testing Procedure

The laboratory selected by the Employer to conduct the analysis must be approved by NIDA (National Institute on Drug Abuse), experienced and capable of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urinalysis testing.

The testing or processing phase shall consist of a two step procedure: 1.) Initial screening step: the EMIT test detects the presence of drug cannaboids from the urine sample. 2.) Confirmation step: Gas Chromatography/Mass Spectrometry (GC/MS) is used to confirm the presence of an illegal drug.

The urine sample is first tested using a screening procedure. A specimen testing positive will undergo an additional confirmatory test. Where a positive report of both the EMIT and GC/MS is received, urine specimens shall be maintained under secured storage for a period of not less than one (1) year. Any sample, which has been adulterated or is shown to be a substance other than urine, shall be reported as such. All test results shall be

evaluated by suitable trained medical or scientific personnel prior to being reported. All unconfirmed positive test records shall be destroyed by the laboratory.

Test results shall be treated with the same confidentiality as other employee medical records. Test results used as evidence for disciplinary action shall be entitled to the same confidentiality.

8. Split Samples

If the lab confirms a positive test, and the employee contends that he has not used illegal drugs; split the same untested sample again, half to go to the Employer's lab for re-testing and the other half shall be tested by a licensed physician or lab of the employee's choosing for re-testing.

9. Disciplinary Action

Employees, who, as a result of being drug tested, are found to be using alcohol and/or drugs, may be subject to dismissal. Voluntary submission to a rehabilitation program can be considered prior to the imposition of disciplinary action.

Refusal to submit to a drug test, or intentional or willful adulteration of, or switching a urine sample, shall be grounds for a charge of insubordination, which charge shall be subject to the progressive disciplinary procedure.

10. Rights to Appeal

An employee disciplined as a result of a drug test has the right to challenge the results of such test through the Grievance Procedure provided in this Agreement.

11. Voluntary Participation in a Treatment Program

Employees who may be alcohol and/or drug dependent are encouraged to voluntarily seek professional assistance through a treatment and rehabilitation program and the Employee's Assistance Program (EAP). Voluntary assistance should be sought before the alcohol and/or drug abuse affects job performance or endangers fellow employees or members of the public.

Participation in the program is voluntary and strictly confidential. The Employer shall not have access to the program's files and records. However, the Employer shall be advised when an employee is hospitalized or is an outpatient as part of alcohol or drug dependency rehabilitation. Also, upon written request and consent of the participating employee, efforts at rehabilitation will be divulged on his/her behalf in cases of disciplinary action.

Should permission to return to duty following rehabilitative treatment be granted, the employee shall be required to actively continue in a recognized abuse program monitored by the LAP and may be required to undergo three (3) random urine tests within a one (1) year period starting from the date of return to duty.

If an employee who has returned to duty following rehabilitative treatment again uses illegal drugs or alcohol, the Employer shall have sole discretion in determining whether the employee involved shall again have additional rehabilitative treatment.

Illegal drug or alcohol use or participation in any substance abuse rehabilitative program will not preclude disciplinary action against employees for any law or rule violation even though such law or rule violation may have been connected in part with drug abuse, and/or even if the rehabilitation program is voluntarily undertaken.

ARTICLE 30
TEMPORARY EMPLOYEES

SECTION 1 The County may hire temporary employees under the terms of the letter of understanding contained in Appendix A.

SECTION 2 Employees converting to permanent status shall be required to complete a Probationary Period in Accordance with Article 9, Probationary Period, of the Labor Agreement.

ARTICLE 31
WAGES

SECTION 1 Wage rates shall remain unchanged for the first year of the contract. The parties shall engage in wage reopener negotiations for the second and third contract years.

SECTION 2 Shift differential shall be paid as follows: For all work performed on second shift, employees shall be paid an additional 25 cents ($.25) per hour, work seven and one half (7 1/2) hours and be paid for eight (8) hours. For all work performed on third shift, employees shall be paid an additional 50 cents ($.50) per hour, work seven and one half (7 1/2) hours and be paid for eight (8) hours.

SECTION 3 All Foremen shall be compensated at $1.50 per hour above the applicable rate in effect.

ARTICLE 32
COST SAVINGS DAYS

SECTION 1. All bargaining unit employees shall be subject to 3 cost savings days in 2009. Cost saving days are unpaid days off without the possibility of paid leave. Cost savings days shall not impact on health insurance benefits or leave accrual. To receive holiday pay, employees must still work the scheduled work days before and after the holiday. Cost Savings days shall not be considered scheduled work days. The specific details as to application of the cost savings days in 2009 are incorporated through an accompanying side letter of understanding between the parties.

SECTION 2. In the calendar year 2010, bargaining unit employees shall be subject to a maximum of ten (10) cost savings days. The parties will meet and discuss the implementation of furlough days in 2010. The Union shall be advised of the schedule of cost savings days at least 14 calendar days in advance.

SECTION 3. For the calendar year 2011 through the end of the term of this Agreement, the parties shall engage in reopener negotiations to determine, the number and terms of cost savings days, if any, occurring during his period.

ARTICLE 33
REIMBURSEMENTS

The County shall reimburse its Carpenters to maintain certain licenses/certifications that the Employer determines are necessary to perform their respective duties for the County. This would include but not be limited to State of Ohio Fire Alarm and Detection Equipment, Automatic Sprinkler Equipment, Water Supply Equipment, and other categories as deemed necessary by the State Fire Marshall. It would also include any licenses required by city or Municipal Codes within Cuyahoga County that the Employer determines are necessary as stated above.

ARTICLE 34
PARKING

SECTION 1 The County shall provide employees covered by this agreement who work 2nd and 3rd shift free parking at all County owned lots.

ARTICLE 35
WAGE CONTINUATION

The parties shall meet in 2009 to discuss the implementation of the BOCC wage continuation policy for bargaining unit employees.

ARTICLE 36
DURATION

This Agreement represents the complete understanding on all issues for the period from July 1, 2009 through June 30, 2012.

This Agreement shall remain in full force and effect until 12:00 A.M., July 1, 2012and thereafter from year to year unless at least sixty (60) days prior to said expiration date, or anniversary thereof, either party gives timely notice to the other of an intent to modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have set their hands this _____day of _____, 2009.

THE CARPENTERS UNION

Robert Peto, Executive Secretary-Treasurer
Ohio and Vicinity Regional Council of
Carpenters, United Brotherhood of Carpenters
And Joiners of America

THE BOARD OF COMMISSIONERS

Jimmy Dimora, Commissioner

Timothy F. Hagan, Commissioner

Peter Lawson Jones, Commissioner

Sacandra Curtis-Patrick
Ass't Prosecuting Attorney (as to form)

APPENDIX A

LETTER OF UNDERSTANDING

BETWEEN

BOARD OF CUYAHOGA COUNTY COMMISSIONERS (DEPARTMENT OF CENTRAL SERVICES)

AND

OHIO AND VICINITY REGIONAL COUNCIL OF CARPENTERS, UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

I. PURPOSE This Agreement entered into by and between the CUYAHOGA COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as the "BOCC", and the NORTHEAST OHIO COUNCIL OF CARPENTERS, hereinafter referred to as the "Union," has as its purpose the following:

1. To hire and employ personnel in skilled trades for capital improvement and renovation projects in accordance with the needs of the BOCC. It is not the intent of this Agreement to use "temporary full-time" appointments to replace tradesmen employed by the BOCC under the collective bargaining agreement who are referred to as "full-time permanent" employees. Temporary employees shall not be used to inhibit the growth of the bargaining unit.

2. This Agreement covers workers in the following classifications:

   Carpenters

II. TERMS AND CONDITIONS OF EMPLOYMENT The BOCC retains the sole right and authority as to the following terms and conditions:

1. All workers hired in accordance with this Agreement shall be hired as "Temporary Full Time" appointments.

2. The employment of any/all workers hired shall be terminated forth with upon the completion of said project to which he/she has been assigned, or at any time for cause.

3. The BOCC shall be the sole judge in determining the need for Temporary Full Time staff.

4. The BOCC shall be the sole judge in determining the length of employment, size of the workforce, hours of work, work location(s), work schedules, and the necessity to schedule overtime with regard to any employee(s) hired pursuant to this Agreement.

5. The BOCC agrees to notify the Union in writing of the BOCC's need for additional Temporary Full Time Employees. The request shall include the length of time (approximate) and the number of staff required.

6. The Union agrees to provide the BOCC with Full Time Temporary staff within a reasonable time, not to exceed seven (7) calendar days, from the date of the BOCC's request. If the Union cannot meet the BOCC's requirements for additional staff as stated herein, the BOCC reserves the right to recruit UNION members, or use existing full-time permanent staff (union members) for said project(s).

7. This Agreement shall not affect any full time permanent employee with the BOCC who may be required to work on special projects covered under this Agreement.

8. The BOCC shall compensate Union employees appointed under this Agreement Local prevailing wage rates in Cuyahoga County for all hours for which the employee was scheduled to work.

9. The BOCC will deduct regular assessments from the pay of employees covered by this Agreement.

10. Normal work hours shall be between 7:00 A.M. and 4:30 P.M., Monday through Friday with one-half (1/2) lunch hour.

11. It is hereby agreed that employees hired under this Agreement shall at all times be ineligible for benefits such as accumulated sick time, vacation pay, compensatory time, holiday pay, or Hospitalization/Medical/Surgical Benefits or supplemental coverage. This shall include any voluntary deductions such as savings bond, credit union, deferred compensation, etc.

12. Any employee appointed under this Agreement may have to pay into the P.E.R.S. of the State of Ohio depending on type and length of appointment. However, upon termination of employment with the BOCC, the employee shall have the option of withdrawing at anytime their P.E.R.S. monies due to them. (Subject to P.E.R.S. Law).

13. In the event the BOCC has several ongoing projects at the same time, the BOCC reserves the right to either transfer existing union members covered under this Agreement from one project to another or contact the Union for additional members, provided however that no union member who has worked under this

Agreement for more than twelve (12) consecutive months be transferred from one project to another without the consent of the Union's regional manager.

14. It is hereby agreed that no section of the Civil Service Laws contained in Chapter 124 of the Ohio Revised Code shall apply to employees hired pursuant to this Agreement. Further, it is agreed that the Ohio Department of Administrative Services and State Personnel Board of Review shall have no authority or jurisdiction.

15. If any dispute arises which is not covered under this Agreement, the BOCC and the Union shall meet to resolve said dispute. If the dispute cannot be resolved and an impasse results, the BOCC and the Union shall abide by the current existing Local (Private Sector) contracts in force.

APPENDIX B

LETTER OF UNDERSTANDING

BETWEEN

BOARD OF CUYAHOGA COUNTY COMMISSIONERS (DEPARTMENT OF CENTRAL SERVICES)

AND

THE OHIO AND VICINITY REGIONAL COUNCIL OF CARPENTERS, UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

COST SAVINGS AGREEMENT

Parties: This agreement is entered into by and between the Cuyahoga County Board of County Commissioners (hereinafter referred to as the "BOCC"), and the The Ohio and Vicinity Regional Council of Carpenters, United Brotherhood of Carpenters and Joiners of America (hereinafter referred to as "the Union").

Factual Background: The BOCC and the Union are parties to a collective bargaining agreement. Revenues for fiscal year 2009 are well below projected levels and the BOCC is facing a serious operating deficit. The BOCC has determined that measures need to be taken immediately to reduce operating costs and is contemplating layoffs. Discussions with the Union were held regarding the matter and to consider alternatives. This Agreement is the result of those discussions.

Terms of Agreement:

1. The successor collective bargaining agreement provides that all bargaining unit employees shall be furloughed (cost savings days) for three (3) days in 2009 and up to ten (10) days in 2010. With respect to the issue of furlough days and related matters in 2010, the parties will meet and discuss this issue at a later date.

2. For the remainder of 2009, each member of the bargaining unit shall schedule and use (3) furlough days for a total of twenty-four (24) hours between August 2, 2009 and December 31, 2009.

3. Furlough days shall be scheduled in full-day increments. Furlough days shall require at least a seven day advance approval of the employee's supervisor. Said approval may be revoked at the discretion of management. Each Department may indicate dates that

employees may not schedule furlough days ("black out" days"). Black out days may be work unit specific.

4. Leave accruals and health insurance shall not be impacted for full-time employees who participate in the cost savings program. Employees shall not be eligible for paid leave on furlough dates.

5. For purposes of holiday pay, employees are still required to work the scheduled work date before and after the holiday. Furlough days shall not be considered a scheduled work date. For example, if an employee schedules a furlough date on September 8th, the day after Labor Day holiday, the employee must work on September 4th and September 9th to receive holiday pay for Labor Day (unless the employee is absent on approved paid leave on those dates).

6. Rather than subtracting the full eight-hour pay from each employee for a furlough day taken, the BOCC shall spread the cost to employees of unpaid time off over six pay periods. Employees that work 30 hours or more shall have their gross pay reduced by an amount equal to four (4) hours of the employee's total rate of pay for six (6) pay periods ending December 5, 2009. Employees that work 29 hours or less shall have their gross pay reduced by an amount equal to 2.666 hours of the employee's total rate of pay for the six (6) pay periods ending on December 5, 2009. Employees who separate from County service prior to December 5, 2009 shall have adjustments made for their final checks for furlough that have been used or unused.

7. In exchange for the cooperation of the bargaining unit in entering this Agreement, the BOCC agrees that, absent a fiscal emergency, bargaining unit employees shall not be laid off in 2009. (Examples of a "fiscal emergency" would include, but are not limited to, a significant economic downturn or reduction in revenues, the inability to meet debt obligations, a public service emergency such as a flood, fire or natural disaster, a terrorist attack, declaration of war, civil disorder, failure of the electric grid, or other event that causes a fiscal crisis). In the event that the BOCC determines it necessary to implement a layoff due to one of the above, this Agreement on cost-savings days shall be deemed null and void and the parties shall may to discuss actions that may be necessary to deal with the emergency.

The parties hereby warrant and affirm that they understand and agree to each and every term of this Cost Savings Agreement and they affix their signatures below to indicate their assent.

RESOLUTION

Approving a collective bargaining agreement by and between the Board of County Commissioners of Cuyahoga County, Ohio and Vicinity Regional Council of Carpenters, United Brotherhood of Carpenters and Joiners of America, covering 9 employees in 2 classifications in the Department of Central Services for the Office of Human Resources/Labor Relations Division for the period July 1, 2009 through June 30, 2012.

BE IT RESOLVED by the Board of County Commissioners of Cuyahoga County, Ohio, that a collective bargaining agreement by and between said Board and Vicinity Regional Council of Carpenters, United Brotherhood of Carpenters and Joiners of America, covering 9 employees in 2 classifications in the Department of Central Services for the Office of Human Resources/Labor Relations Division for the period July 1, 2009 through June 30, 2012 be, and the same is, hereby approved.

BE IT FURTHER RESOLVED that the Clerk of the Board be, and she is, hereby instructed to transmit a copy of this resolution together with the executed collective bargaining agreement to Egdilio J. Morales, Manager, Office of Human Resources/Labor Relations Division, with instructions to return one complete set to the Clerk of the Board's Office when properly executed and one copy of this resolution to Joseph Nanni, Director, Office of Human Resources.

On Motion of Commissioner Dimora, seconded by Commissioner Jones, the foregoing resolution was duly adopted.

Ayes: Dimora, Jones, Hagan.

Nays: None.

Resolution Adopted.

Jeanne M. Schmotzer,
Clerk of the Board

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