



01-04-13
11-CON-10-0505
0505-10
K29201

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

COUNTY OF CUYAHOGA

(DEPARTMENT OF PUBLIC WORKS BARGAINING UNIT)

AND

SERVICE EMPLOYEES INTERNATIONAL UNION,
DISTRICT 1199 WV/KY/OH, THE HEALTHCARE AND SOCIAL
SERVICE UNION, CTW, CLC

JANUARY 1, 2012

Through

DECEMBER 31, 2014





01-04-13
11-CON-10-0505
0505-10
K29201

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
	PREAMBLE	1
1	UNION RECOGNITION	2
2	MANAGEMENT RIGHTS	2
3	UNION SECURITY AND CHECK-OFF	3
4	PLEDGE AGAINST DISCRIMINATION	5
5	NO STRIKE/NO LOCKOUT	5
6	UNION VISITATION BULLETIN BOARDS	5
7	UNION REPRESENTATION	6
8	GRIEVANCE PROCEDURE	7
9	PROBATIONARY PERIOD	10
10	SENIORITY	10
11	LAYOFFS/BUMPING/RECALL	11
12	HOURS OF WORK AND OVERTIME	12
13	ASSIGNMENT & EQUALIZATION OF OVERTIME	13
14	COUNTY POLICY AND PROCEDURES	15
15	PERSONAL LEAVE	15
16	SICK LEAVE	16
17	LEAVE PROVIDED UNDER THE FMLA	17
18	JURY AND WITNESS DUTY LEAVE	17
19	FUNERAL LEAVE	17
20	TEMPORARY TRANSFERS	18
21	TRANSFERS	19
22	SICK LEAVE CONVERSION	20
23	HOLIDAYS	20
24	VACATIONS	21
25	RETURN TO THE BARGAINING UNIT	22
26	REPORT-IN-PAY	22
27	CALL-IN-PAY	22
28	SUCCESSOR CLAUSE	22
29	SAVINGS CLAUSE	23
30	NEGOTIATING PROCEDURES	23
31	BARGAINING UNIT WORK	24
32	INSURANCE	24
33	WAGES	26
34	UNIFORMS AND TOOLS	27
35	JOB BIDDING PROMOTIONS/PERMANENT TRANSFERS TO ANOTHER CLASSIFICATION	27
36	FITNESS FOR DUTY EXAMINATION	29
37	PARKING	31
38	LABOR MANAGEMENT COMMITTEE	31
39	DURATION	31
APPENDIX A	LIST OF JOB CLASSIFICATIONS	32
APPENDIX B	WAGES	33
APPENDIX C	LETTER OF UNDERSTANDING	34



01-04-13
11-CON-10-0505
0505-10
K29201

PREAMBLE

This Agreement is entered into by and between the County of Cuyahoga (hereinafter referred to as the "Employer" or "County") and the SEIU District 1199, WV/KY/OH, The Healthcare and Social Service Union, CTW, CLC (hereinafter referred to as the "SEIU" or the "Union"), and has as its purposes the following:

SECTION 1. To achieve and maintain a satisfactory and stabilized employer/employee relationship and to promote improved work performance and a safe work environment.

SECTION 2. To provide for the peaceful and equitable adjustment of differences which may arise, and to maintain the efficiency of the County operations.

SECTION 3. To assure the effectiveness of service by providing an opportunity for employees to meet with the Employer to exchange views and opinions on policies and procedures affecting the conditions of their employment, subject to the applicable provisions of Chapter 4117, Ohio Revised Code, Federal Laws, and the Constitutions of the State of Ohio and the United States of America.

SECTION 4. To ensure the right of every employee to fair and impartial treatment.

SECTION 5. To provide an opportunity for the Union and the Employer to negotiate as to wages, benefits, and conditions of employment. This Agreement pertains to all employees within the bargaining unit defined hereunder.

SECTION 6. To provide for orderly, harmonious, and cooperative employee relations in the interest, not only of the parties, but of the citizens of Cuyahoga County.

SECTION 7. No section of the Civil Service Laws contained in 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 Human Resources Commission ("HRC") shall have no authority or jurisdiction as it relates to employees in the bargaining unit, except that selection of original appointments shall be governed by the policies and procedures approved by the HRC and the Cuyahoga County Council.



01-04-13
11-CON-10-0505
0505-10
K29201

ARTICLE 1

UNION RECOGNITION

SECTION 1. The Union as defined in the Preamble is hereby recognized as the sole and exclusive representative for the purpose of establishing wages, hours of work and other conditions of employment, for the employees who are employed by the Employer, and included in the bargaining unit as set forth in Appendix A thereof.

SECTION 2. 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.

SECTION 3. Except as limited herein, the term "employee" or "employees" wherever used in this Agreement shall refer to an employee or employees in the bargaining unit described in Section 1 hereof.

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 each 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;



01-04-13
11-CON-10-0505

- F. To determine the adequacy of the work force, the duties to be included in all job classifications, and the standards of quality 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

UNION SECURITY AND CHECK-OFF

SECTION 1. All present employees who are members of the Union on the effective date of this Agreement or become members during the term of this Agreement shall remain members of the Union provided that such employee may resign from the Union during a fifteen (15) day period prior to the expiration of this Agreement. Notice of resignation must be in writing and presented to the Union Representatives or the Employer during this period. The payment or an initiation fee and dues uniformly required of the membership shall be the only requisite condition of union membership. If the Union, during the life of this Agreement, obtains 60% of the eligible bargaining unit as members, then all bargaining unit employees who are non-union members will be required to pay a fair share fee to the extent consistent with Chapter 4117 of the Ohio Revised Code Sections 2, 3, and 4 below, will become effective immediately. For the purposes of this Article, "eligible employees" are bargaining unit employees on payroll for more than sixty (60) days, who have not claimed a religious exemption from the requirement to contribute to a labor organization.

SECTION 2. Any employees who is not a member of the Union and who does not make application for membership within one (1) month following the ratification of the Agreement, shall, as a condition of employment, pay to the Union through payroll deduction, a fair share fee.

SECTION 3. 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.

SECTION 4. 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.



SECTION 5. The Employer will deduct initiation fees and monthly dues from the pay of the employees covered by this Agreement, and upon receipt from the Union of individual written authorization cards voluntarily executed by an employee for that purpose, and bearing his signature, with the exception of non-members who, if Section 2, 3 and 4 of this Article are applicable, shall have fair share fees deducted in accordance with Ohio Revised Code Sec. 4117.09 (C). Deductions will be made from the pay of all employees during the first pay period of each month. In the event of an employee's first month pay being insufficient for such purpose, the Employer will make a double deduction from the pay earned in the first pay period of the following month, or if that is insufficient, a subsequent period.

SECTION 6. All deductions under this Article, accompanied by an alphabetical list of all employees for who deduction have been made, showing the type of deduction made, shall be transmitted to the Union no later than the tenth (10) day following the end of the pay period in which the deduction is made, and, upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted. Immediately upon hiring a new employee who is subject to a fair share fee, the County shall provide to the Union, names and addresses of said employees. The Union will distribute to such employees all literature, which the Union feels necessary to explain such fee. The County will likewise furnish names and addresses of other employees becoming subject to the fair share fee at least thirty days prior to deduction.

SECTION 7. The Union will indemnify and save the Employer harmless from any action growing out of deductions made by the Employer hereunder and commenced by an employee against the Employer (or the Employer and Union jointly).

SECTION 8. All employees who are not members of the union shall have all rights and privileges set forth in Ohio Revised Code Sec. 4117.09 (C) pertaining to political expenditures by the Union.

SECTION 9. The County agrees to deduct and transmit to the Treasurer of S.E.I.U., District 1199, COPE-PAC the amount specified for each hour worked from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by S.E.I.U., District 1199 COPE-PAC. Prior to any deduction, the Union shall provide the County with the written authorization card voluntarily executed by the employee. These transmittals shall occur monthly and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for such employee.

The Union agrees to hold the County harmless for any deductions made in accordance with this section.

This section will be implemented as soon as possible, provided the County Auditor's office is able to implement the necessary system.



01-04-13
11-CON-10-0505
0505-10
K29201

ARTICLE 4

PLEDGE AGAINST DISCRIMINATION

SECTION 1. The provisions of this Agreement shall be applied equally to all employees in the bargaining units without discrimination as to race, color, religion, sex, national origin, sexual orientation, disability, age, ancestry marital status, political opinions or affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

SECTION 2. All references to employees in this agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 5

NO STRIKE/NO LOCKOUT

SECTION 1. The Union shall not directly, or indirectly, call, sanction, instigate, finance, and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike, work stoppage or slowdown, at any operation or operations of the Employer for the duration of the Labor Agreement.

SECTION 2. The Union shall cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and endeavor or terminate any violation of this Article.

SECTION 3. In the event any violation of this Article occurs, the Employer and the Union will immediately notify all employees that the strike, walkout, work stoppage, or slowdown at any operation or operations of the County is prohibited and is not in any way sanctioned or approved by the Union. The Union shall also immediately advise all employees to return to work at once. Violation of this Article may result in discipline.

SECTION 4. The Employer 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.

ARTICLE 6

UNION VISITATION BULLETIN BOARDS

SECTION 1. The business representative of the Union shall be permitted to enter the County's premises during working hours, but at no time shall such visitation rights interfere with the work requirements of any employee or disrupt operations in any way unless expressly permitted by the County. The business representative shall provide reasonable advance notice to management of the Department of Public Works and obtain authorization from the employer when scheduling on-site meetings.

SECTION 2. The County shall provide the Union with a bulletin board at mutually selected locations. Provided that:



01-04-13
11-CON-10-0505
0505-10

- A. No notice or other writing may contain anything political or critical of the County or any County Official or any other institution or any employee or other person.
- B. All notices or other materials posted on the bulletin board must be signed by the President, Business Representative or Steward of the Union or representative of the Union and shall be solely for Union business.

ARTICLE 7

UNION REPRESENTATION

SECTION 1. The County recognizes the right of the Union to select Delegates and Alternate Delegates to represent the employees on grievances arising under this Agreement.

SECTION 2. A Delegate shall be permitted to attend scheduled Delegate meetings, not to exceed seven (7) hours per month, and to investigate and process a grievance within his own location and attend the meetings as provided in the Grievance Procedure during their working hours without loss of regular (straight-time) pay, and such activity shall be with proper regard for the County's operational needs and work requirements. All Delegates shall cooperate in good faith with the County in keeping to a minimum the time lost from work due to grievance handling and Union meetings. Within the time limits set forth in the Grievances Procedure, meetings shall be held at mutually convenient and acceptable times to the County and the Union.

SECTION 3. The Union shall furnish the County a written list of the names of Delegates and their work locations.

SECTION 4.

- A. A Delegate investigating or processing a grievance, as defined herein, shall notify his immediate supervisor and obtain the supervisor's authorization prior to conducting the processing or investigation.
- B. Before leaving his job the Delegate shall record on a special grievance time sheet the time he starts his grievance work.
- C. When it is necessary for a delegate to enter a department (or section of a department) supervised by a supervisor other than his own, he shall report first to the supervisor in charge and advise him of the purpose of his being there.
- D. Upon returning to his job, the Delegate shall record his time on the grievance sheet and report to his own supervisor before resuming work if the supervisor is available (or if he is unavailable, as soon as possible after resuming work).



SECTION 5. UNION LEAVE: Upon written request of the Union, an unpaid leave of absence may be granted to up to two (2) bargaining unit employees to perform Union functions provided that thirty (30) days advance notice is received. Union leave shall normally not exceed thirty (30) calendar days except when combined with an approved personal leave of absence pursuant to Article 15 of this Agreement. The Employer shall not be responsible for insurance or any other benefit during a union leave except for the calendar month in which the union leave began if the union leave started after the first calendar day in the month and the employee was in a paid status or on approved unpaid FMLA leave on the first day of the month.

SECTION 6. UNION EDUCATION LEAVE: Union delegates may be granted unpaid time off of up to two (2) work days for union delegates and six (6) workdays for executive board members per calendar year provided that fourteen (14) calendar days advance notice is received.

SECTION 7. UNION ORIENTATION: Upon the request of the Union, it shall be permitted to meet with newly hired bargaining unit employees for up to thirty (30) minutes during the employees' regular shift for the purpose of union orientation. Scheduling of the meeting shall be done in advance with the new employees' supervisor and shall not be unreasonably denied. Union delegates shall not be eligible for overtime for the purpose of conducting orientation.

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.

SECTION 2. A grievance which affects a group of employees, arising from the same event and/or set of facts, shall be known as a "Policy Grievance". A Policy Grievance may be filed at Step 2 of the grievance procedure.

SECTION 3. A grievance relating to discharge, suspension, layoff, recall, or bumping rights shall be filed at Step 3 of the grievance procedure. Other grievances may be filed at an advance step by mutual agreement of the Union's Grievance Chairperson or designee and the County's Deputy Director of Employee and Labor Relations of the Department of Human Resources or designee. Such grievances must be filed within ten (10) working days after the employee received notice of the action giving rise to the grievance.

SECTION 4. A grievance under this procedure may be brought by any employee who is in the bargaining unit and/or the Union.



SECTION 5. The time limits set forth in the Grievance Procedure shall not be extended by mutual agreement, of the County and the Union, but any grievance not timely presented, or timely processed thereafter, shall not be considered a grievance under this Agreement. Any grievance not timely processed by the County at any of the preceding steps may be immediately referred to the Union at Step 3 for disposition. Working days, as provided within the Grievance Procedure, shall not include Saturdays, Sundays, or Holidays.

SECTION 6. It is hereby agreed, except as otherwise provided herein, that a grievance shall be filed only after the employee has attempted to resolve this issue with his immediate supervisor.

SECTION 7. Any grievance not answered by Management within the stipulated time limits shall be considered to have been and may be appealed to the next step of the grievance procedure. Pending and future grievances shall be resolved in the following manner:

STEP 1 Immediate Supervisor The aggrieved employee, with a Union Steward present, if the former so chooses, shall discuss the grievance orally with the employee's immediate supervisor or designated responsible party within five (5) working days after is aware of the problem, but not more than ten (10) working days from the date of the occurrence which gave rise to the grievance. The immediate supervisor shall respond in writing to the employee within five (5) workdays following the date the grievance was presented.

STEP 2 Department of Public Works If the grievance is not resolved in Step 1, the employee, with the Union Grievance Chair or designee, if the former desires, shall refer the grievance to the designated Director of Public Works or his/her designee, in writing, within seven (7) work days after receiving the Step 1 reply. All grievances must contain the following:

1. Aggrieved employee's name, signature and seniority date;
2. Aggrieved employee's classification and work site;
3. Date of event leading to the grievance;
4. A description of the incident giving rise to the grievance;
5. Date the grievance was first discussed and the name of the supervisor with whom it was discussed;
6. Signature of the Steward filing the grievance;
7. Specific articles of the contract or specific work rules or policy violated; and
8. Desired remedy to resolve the grievance.

If the grievance is received by the Director of Public Works or his/her designee by the fifteenth (15th) day of the month, it shall be discussed by the parties at the monthly grievance meeting held on the third Wednesday of each month. Grievances filed after the 15th, shall be heard at the next monthly meeting unless the parties hold additional meetings by mutual



01-04-13
11-CON-10-0505
0505-10
K29201

agreement of the parties. The Union Grievance Chair, delegate and the grievant may attend Step 2 grievance meetings.

Director of Public Works or his/her designee shall investigate and respond in writing to the grievant and the Union within ten (10) work days following the date the grievance was presented. The answer shall specify the reason the grievance is granted or denied. The answer shall also be sent to the Department of Human Resources to the attention of the Deputy Director of Employee and Labor Relations.

STEP 3 Department of Human Resources: If the grievance is not thereby resolved, a written copy shall be submitted to the County's Deputy Director of Employee and Labor Relations or his/her designee by the Union's Grievance Chairperson or designee within ten (10) working days after the Union receives the answer under Step 2. Within fourteen (14) working days from receipt of the Union's written request, a meeting shall be held between the designee of the Department of Human Resources, the Union's Organizer and/or Grievance Chairperson or designee, and if deemed necessary by the Union, one (1) delegate and the Grievant. Within twenty (20) working days from the date of the meeting, a written response to the grievance shall be sent to the Union's Grievance Chairperson or designee.

SECTION 8. If the grievance is not settled at Step 3, the Union may submit a request to the Deputy Director of Employee and Labor Relations that the matter be submitted to mediation within ten (10) working days following receipt of the Step 3 answer. The County will respond to the Union's request for mediation within twenty (20) working days. If the County rejects the Union's request for mediation, the Union shall have twenty (20) working days following receipt of the County's response to submit the matter to arbitration. If the County accepts the Union's request for mediation, the following provisions shall govern the mediation process:

1. The Parties shall normally utilize the services of the Federal Mediation and Conciliation Service (FMCS), however, they may mutually agree to use a mediator from another source. If another source is used the parties shall split the costs evenly.
2. The Parties shall make every effort to schedule the mediation within twenty (20) working days following the acceptance of the grievance(s) for mediation.
3. The mediation session shall be informal in nature and shall not include written opinions or recommendations from the mediator, unless mutually requested by the parties. In the event that the grievance is subsequently appealed to arbitration, no references to any of the parties' discussions at mediation, including but not limited to, settlement offers, written or oral statements attributed to any party or the mediator shall be presented or admitted into evidence at the



01-04-13
11-CON-10-0505
0505-10
K29201

arbitration. Nor shall any discussion regarding settlement ever be discussed or admitted at arbitration.

4. All settlements shall be in writing.
5. Following the conclusion of the mediation process, if the grievance is not resolved, the Union shall have ten (10) working days to advance the grievance to arbitration in writing to the Director of the Cuyahoga County Department of Law.

SECTION 9. Once a matter has been advanced to arbitration, the Union shall promptly request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The requested panel shall be limited to arbitrators who are located in the FMCS sub-region for northern Ohio. The parties shall be bound to select an arbitrator within twenty-one (21) days from receipt of said panel by the strike-off method, the Union and the County alternately striking a name from the panel, the last remaining arbitrator to be deemed the mutual selection of the parties.

SECTION 10. The decision of the Arbitrator shall be final and binding upon the County, the Union, and the employee(s) and shall be implemented within thirty (30) working days. The Arbitrator's authority shall be limited to interpretation and application of this Agreement, and he shall have no authority (1) to add to or subtract from, or modify in any way, the provisions of this Agreement; (2) to pass upon issues governed by law; or (3) to make an award in conflict with law. The fees and expenses of the arbitrator shall be borne equally by the County and the Union.

SECTION 11. Upon request, an employee shall be afforded the opportunity of Union representation if an employee reasonably believes that disciplinary action may occur as a result of an investigatory meeting (consistent with Weingarten).

ARTICLE 9 **PROBATIONARY PERIOD**

New employees shall be considered to be on probation for a period of one hundred and twenty (120) calendar 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.

ARTICLE 10 **SENIORITY**

SECTION 1. Bargaining unit seniority shall be an employee's length of continuous service in the unit covered by this agreement. Seniority shall be broken and employment separated when an employee:

- A. Retires, quits or resigns;
- B. Is discharged for just and proper cause;



01-04-13
11-CON-10-0505
0505-10
K29201

- C. Is laid off for a period of more than eighteen (18) consecutive months;
- D. Is a no/call – no/show for three (3) or more consecutive work days unless, there is a satisfactory excuse for the failure to give notice;
- E. Fails to report for 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 county's records) 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 and no appeal is pending.

SECTION 2. 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 3. Employees who are on a non-work-related leave of absence shall accumulate seniority for the first year of the leave. After one (1) 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.

ARTICLE 11 **LAYOFFS/BUMPING/RECALL**

SECTION 1. Whenever the Employer determines to implement a layoff, the least senior employee(s) shall be laid off by bargaining unit seniority within the affected classification(s). Prior to a layoff, the employer shall consider normal attrition. However, 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 expressly 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. If a vacancy that the Employer determines to fill is available in a lower rated classification, the senior employee to be laid off in the affected classification shall be offered the vacant position provided that the employee is qualified and able to perform the work in the opinion of the Employer 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.



01-04-13
11-CON-10-0505
0505-10

K28201

SECTION 3. Prior to layoff, an employee shall have the right to bump the employee the least seniority in the bargaining unit who is working in an equal or a lower classification provided that the bumping employee is qualified and able to perform the work in the opinion of the Employer.

SECTION 4. 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.

SECTION 5. Employees to be laid off and the Union shall be notified of the reduction two weeks prior to the effective date. Employees shall be responsible to provide the employer with their own current home address in writing which shall be the location that any recall notice is sent.

SECTION 6. 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 7. An employee who is laid off will be given fourteen (14) calendar days notice of recall from the date on which the employer sent the recall notice to the employee's last known address as contained in the employer's records. In the event that an employee fails to report for recall within the fourteen (14) day period, the employee shall be terminated.

ARTICLE 12

HOURS OF WORK AND OVERTIME

SECTION 1. The standard workweek for all employees covered by this agreement shall be forty (40) hours.

SECTION 2. When an employee is required by the Employer to work more than forty (40) hours in his scheduled work week, he shall be compensated for such time over forty (40) hours at one and one-half (1-1/2) times-his regular rate of pay.

SECTION 3. Employees shall be scheduled as needed to meet the operational needs of the Employer.

SECTION 4. The Employer shall have the option to offer compensatory time off in lieu of cash, 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 Employer. An employee desiring to use compensatory time must submit a request for leave from to the Employer at least seventy-two (72) hours in advance, except in



01-04-13
11-CON-10-0505

0505-10
K29201
gency situations. However, compensatory time must be used within one hundred eighty (180) days from the date it was earned. Further, compensatory time must be issued in accordance with federal law.

SECTION 5. For the purpose of computing overtime, holidays and vacation shall be counted as hours worked.

SECTION 6. All employees shall have their shifts at eight (8) hours with a one half (1/2) hour paid lunch. The Employer shall have the right to require the employees to stay on the premises during their lunch period. An employee's request to leave the premises may be approved based upon security/operational standards as determined by the Employer. The establishment and enforcement of said standards shall not be done in an arbitrary or capricious manner.

SECTION 7. All mandatory overtime, which is not part of the regular work shift, may be taken at the employee's option as compensatory time.

SECTION 8. There shall be no split shifts assigned.

SECTION 9. There shall be no change in shift assignment or change in shift hours without fourteen (14) days notice to the Union and affected employee.

SECTION 10. When County buildings are 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 their regular hourly rate and shall be entitled to a forty-five minute grace period.

SECTION 11. 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 13

ASSIGNMENT AND EQUALIZATION OF OVERTIME

SECTION 1. The Employer shall be the sole judge of the necessity of overtime, whether scheduled or unscheduled. All overtime shall be distributed as equally as possible among the classification within the affected job site using the seniority list for that job site.

SECTION 2. All overtime shall be charged to the individual as if the overtime was being worked in his/her permanent building site.

SECTION 3. Overtime worked by Custodians for special events (e.g., overtime worked during sporting events, concerts, weddings, etc.) shall be distributed as equally as possible using employees working within the Custodial classification.

Each time there is a special event 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



01-04-13
11-CON-10-0505
0505-10
K29201

iority, and shall then send a posting to each building indicating who was
rdered 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 Custodial master seniority 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 a make-up overtime assignment, either on the same day or at a mutually agreed upon time before the end of the next pay period for the number of hours that they would have worked at the special event, up to four hours.

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 (unless an employee has received a make-up overtime assignment under the circumstances provided for above).

SECTION 4. If sufficient employees do not voluntarily accept, the Employer shall have the right to mandate the overtime to the least senior employee at the job site and then on a rotating basis at the job site in the inverse order of seniority.

SECTION 5. An employee may not claim overtime pay with another form of premium pay for the same hours worked. (Pyramiding).

SECTION 6. Employees who are offered overtime and for any reason refuse or fail to work the overtime shall be credited as if they had worked the overtime for the purpose of overtime distribution.

SECTION 7. 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 8. All employees who work on a recognized holiday shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked on the holiday in addition to their regular holiday pay as provided herein.



01-04-13
11-CON-10-0505
0505-10
K29201

ARTICLE 14

COUNTY POLICIES AND PROCEDURES

SECTION 1. The policies and procedures contained in the County's Policies and Procedures Manual shall be applicable to all bargaining unit employees. However, where the policies conflict with any Article in this Agreement, the Agreement shall supersede.

SECTION 2. Each employee shall be issued a complete copy of the County's Policy/Procedures Manual as well as any/all supplements as they become available.

SECTION 3. A copy of an acknowledgment form containing the employee's original signature shall be placed in the employee's personnel file.

SECTION 4. Employees shall be responsible as follows:

- A. All employees shall be responsible for providing the Employer with their current address and telephone number.
- B. All employees shall maintain a current Cuyahoga County identification badge with them while performing employment.
- C. All employees required to use a motor vehicle in the course of employment shall maintain the appropriate State of Ohio motor vehicle license. The employee shall report all moving motor vehicle violations to the Employer. In the event of a suspension or revocation of driving privileges, the employee shall immediately inform the County in writing of same.

ARTICLE 15

PERSONAL LEAVE

SECTION 1. For those employees who have completed their probationary period, personal leaves of absences 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 cause 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 may be terminated.



01-04-13
11-CON-10-0505
0505-10
K29201

ARTICLE 16
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 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.
- 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).
- D. The pay warrant will reflect sick leave balance. This will be accomplished as soon as possible.

SECTION 2. An employee transferring to the County from any other public agency of any public subdivision of the State or the municipality shall not be permitted to transfer his accumulated but unused paid sick leave.

SECTION 3. When an employee or eligible family member is ill, the employee shall report the illness at least one (1) hour prior to his scheduled starting time except for unusual circumstances. The actual approval for sick leave shall be made by the Division Manager or his designee.

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. If medical attention is required a certificate from the employee's licensed physician as to his fitness to perform his required duties shall be prerequisite to his return to work. Also, this certificate shall indicate that the employee was under the physician's care and was advised by the physician to remain home from work.

SECTION 5. The Employer expressly reserves the right to require an employee to submit to a medical examination (at Employer's expense) to determine an employee's fitness and ability to perform the duties of a specific job. The Employer shall have the right to deny the payment of sick leave when a request for leave is not satisfactory or timely submitted.

SECTION 6. Disability leave for personal illness or injury shall be limited to one year. An employee on a recognized Worker's Compensation claim will not be affected by this section.



01-04-13
11-CON-10-0505
0505-10
K29201

ARTICLE 17
LEAVE PROVIDED UNDER THE
FAMILY AND MEDICAL LEAVE ACT ("FMLA")

The County shall have the right to administer FMLA leave to the full extent permitted by federal law, including, but not limited to, its coordination with any other leaves and other benefits.

ARTICLE 18
JURY AND WITNESS DUTY LEAVE

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 the jury or witness duty.

SECTION 2. To be eligible for jury duty pay or witness duty pay, an employee may either present to the County a jury pay voucher or witness pay voucher showing the period of jury service or witness service and the amount of jury pay or witness pay received, or present the jury warrant or witness warrant to the County.

SECTION 3. An employee who is a party to a lawsuit concerning a non work-related issue shall be granted time off, without pay, to attend the Court proceedings. The employee will furnish proof by showing the Department Head, or his designee, the Court notification of the scheduled hearing.

ARTICLE 19
FUNERAL LEAVE

SECTION 1. An employee shall be granted a five (5) day leave or absence with pay to be charged against his 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. In the event of the death of a relative other than 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 five (5) days when the funeral is outside the State of Ohio. For the purpose of this Article, 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.

SECTION 2. To be eligible for funeral leave, an employee must provide the Employer with a funeral form and must attend the funeral, or other obligations



01-04-13
11-CON-10-0505
0505-10
K29201

ted to the death and/or estate, etc., and the failure to do so or a representation of facts related to a funeral leave shall be proper cause for disciplinary action as well as forfeiture of pay for the time away from work.

ARTICLE 20 **TEMPORARY TRANSFERS**

SECTION 1. The County may temporarily transfer or assign employees from one job classification to another job classification either within the same building or to another building, so long as such transfer is not discriminatory. A temporary transfer shall not exceed thirty (30) calendar days except:

1. To fill a vacancy caused by an employee being on sick or other approved leave of absence, or
2. To provide vacation relief scheduling, or
3. To provide seasonal groundskeeper positions. Seasonal groundskeeper positions shall be posted and filled based upon the procedures in Article 35, Section 1.

If the County temporarily transfers an employee to another job classification position he/she shall:

1. Receive his/her regular rate of pay if the rate of pay for such other classification is lower than his regular rate,
2. Receive the higher rate of pay for the classification if such rate is higher than his regular rate.

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. Providing the employees have the ability to perform the job, temporary transfers shall be equally distributed among the employees.

SECTION 2. The County shall notify the Union of temporary transfers implemented pursuant to this Article at the time of the occurrence. The County shall provide the Union with the affected employee's name and current classification, the effective date of the transfer and end date (if known) and the classification to which the employee is being temporarily transferred. The Union will also be informed of any change in building assignment that occurs as part of the temporary transfer.



01-04-13
11-CON-10-0505
0505-10
K29201

ARTICLE 21 **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 facsimile 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 twenty-four (24) months;
- b) Shall not have been suspended within the past twelve (12) months;
- c) Shall not have been awarded a transfer within the previous twenty-four (24) 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) employees have 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 Three above shall be posted on the effective date of the transfer.



01-04-13
11-CON-10-0505

SECTION 7. The County shall provide the Union, on a monthly basis, a list of lateral transfers, which occurred the previous month. This list shall be sent to the Union on the 10th of each month.

0505-10
K29204

ARTICLE 22
SICK LEAVE CONVERSION

An employee may elect, at the time of formal retirement from active service with the Board 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%) 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 23
HOLIDAYS

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

New Year's Day	Veteran's Day
Martin Luther King Day	Columbus Day
President Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Labor 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 his scheduled days before and after the holiday and the holiday if scheduled, unless the employee provides satisfactory documentation that he was hospitalized by an accident or illness, or on funeral leave, or on paid leave due to an extended verifiable illness.

SECTION 4. An employee who does not work on a recognized holiday shall receive eight (8) hours straight time pay at his regular hourly rate. If an employee's work schedule is other than Monday through Friday, he shall receive in addition to his regular hours pay, eight (8) hours straight time pay at his regular rate for holidays observed on his day off regardless of the day of the week on which they are observed.



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) times the regular rate of pay for all hours worked on the holiday.

SECTION 6. 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 24
VACATIONS

SECTION 1. Each pay period, all bargaining unit employees shall earn prorated vacation leave at their regular hourly pay rate each year based upon their length of County service as follows:

- 1 year but less than 5 years 80 working hours per year (3.1 hours per 80 hours in active pay status)
- 5 years but less than 15 years 120 working hours per year (4.6 hours per 80 hours in active pay status)
- 15 years but less than 25 years ... 160 working hours per year (6.2 hours per 80 hours in active pay status)
- 25 years or more 200 working hours per year (7.7 hours per 80 hours in active pay status)

SECTION 2. After one year's service, vacation leave shall accrue on a bi-weekly basis, (i.e. only earned vacation may be taken). An employee may accumulate and carry over his vacation leave to the following year, but no vacation leave may be carried over for more than three (3) years or it will be forfeited. 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 as follows:

- 1 year but less than 5 years 240 working hours
- 5 years but less than 15 years 360 working hours
- 15 years but less than 25 years 480 working hours
- 25 years or more 600 working hours

SECTION 3. If an employee is removed (voluntarily) or (involuntarily) prior to taking his vacation, he shall receive the earned but unused vacation leave at the time of separation.

SECTION 4. An employee's paid vacation leave shall be adjusted (or prorated) to reflect time spent on unpaid leave(s) of absence totaling thirty (30) days or more (e.g. for each thirty days spent on unpaid leave of absence an employee shall lose one-twelfth (1/12th) of his regular paid vacation leave). This prorating of vacation leave shall in no way affect an employee's seniority date.



01-04-13
11-CON-10-0505
0505-10

SECTION 5. If a recognized holiday falls within an employee's vacation period, the employee shall receive an additional paid vacation day in lieu of holiday.

SECTION 6. The pay warrant will reflect vacation leave balance. This will be accomplished as soon as possible.

SECTION 7 Prior to January 31st of each year, an employee may request vacation for the period from February 15th to and including February 14th of the next year. If requests exceed available slots allocated for vacations, conflicts will be resolved on a seniority basis. Vacation leave approved by this process is not subject to bumping rights of more senior employees at a later date.

SECTION 8 Vacation requests shall be granted/denied and posted within seven (7) days of the request, except the initial request which shall be posted before February 10th of each year.

ARTICLE 25 **RETURN TO THE BARGAINING UNIT**

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.

ARTICLE 26 **REPORT IN- PAY**

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 27 **CALL-IN-PAY**

Should an employee be called back to work outside of his regular work hours for an emergency, he shall be paid time and one-half (1-1/2) or four (4) hour's straight time pay, whichever is greater.

ARTICLE 28 **SUCCESSOR CLAUSE**

SECTION 1. Pursuant to the 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 into the new programs



01-04-13
11-CON-10-0505
0505-10
K29201

no loss of seniority and/or fringe benefits.

ARTICLE 29 **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 of a court of competent jurisdiction to be totally in violation of or contrary to municipal, state, or federal acts, statues ordinances, regulations or orders, or revision thereof, now effective, or which may became 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 or this Agreement. Any provision of this Agreement which is thus voided shall be negotiated by the parties immediately upon their being informed of a provision thus made void.

ARTICLE 30 **NEGOTIATING PROCEDURES**

SECTION 1 Either the County or the Union may initiate negotiations by letter of submission forwarded to the other party by October 1st of the year in which this Agreement expires. The parties shall hold their first negotiation session by October 15th, or by a date and time mutually agreed upon by the parties, at which time either party will notify State Employee Relations Board (SERB) of the commencement of negotiations and impasse procedures identified in this agreement in place of the procedures alternatively provided and then in effect under the Ohio Revised Code 4117.14 and related sections.

SECTION 2 All negotiating 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 after forty-five (45) days following the commencement of negotiations, if an agreement has not been reached on all items, the parties shall contact SERB or the Federal Mediation and Conciliation Service (FMCS) and request the assistance of a mediator.

If after twenty-one (21) days following the commencement of meditation, if an agreement has not been reached on all items, the parties shall contact SERB and request the appointment of a Fact-Finder. Fact-Finding will be conducted in accordance with SERB rules. In the event that either party rejects the Fact-Finder's recommendations in accordance with SERB rules, the Union shall have the right to strike in accordance with the Ohio Revised Code 4117.14 (D).



01-04-13
11-CON-10-0505
0505-10
K29201

ARTICLE 31 BARGAINING UNIT WORK

SECTION 1. The County may utilize retired (as defined in the O.R.C.), seasonal, or occasional full time employees within the Division of Central Services when needed, as long as their use does not reduce the hours or cause a layoff of bargaining unit members. The County may subcontract work which can be performed or is currently being performed by the bargaining unit as long as use of subcontractors does not reduce the hours or cause a layoff of bargaining unit members.

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 hours or cause 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 Employer reserves the right to use non-bargaining intermittent employees. However, if 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 intermittent, retired, seasonal or occasional full-time employees. Compensation for performing this work shall be at the same rate received by intermittent, retired, seasonal or occasional full-time employees.

ARTICLE 32 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 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. Bi-weekly employee contributions for medical and prescription drug benefits shall be determined as follows:

a) Metro Health Plan

The County shall offer a plan through MetroHealth at no cost to employees.

b) Other Benefit Plans

The bi-weekly health insurance contribution rates shall be as follows:



01-04-13
11-CON-10-0505
0505-10
K29201

- 1) Effective January 1, 2012: Current contribution rates;
- 2) Effective January 1, 2013: Employer 90% of plan costs; Employee 10% of plan costs; and
- 3) Effective January 1, 2014: Employer 90% of plan costs; Employee 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/providers offered and/or employees may be offered additional plans with reduced or increased benefit levels.

SECTION 4. Effective January 1, 2013, the Employer shall contribute 90% of the costs for the ancillary benefit plans (i.e., vision and dental) and the Employee shall contribute 10% 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 plans, which may include, but are not limited to, deductibles, co-insurance, and spousal exclusion provisions.

SECTION 6. 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 7. 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 8. A waiting period of no more than one hundred twenty (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.



01-04-13
11-CON-10-0505
0505-10
K29201

SECTION 9. Prior to the adoption of any and all changes to the health plan(s), the County shall meet with a union committee comprised of District 1199 Organizer and up to four bargaining unit members to discuss any changes and receive input.

ARTICLE 33 **WAGES**

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

2012: Upon ratification of this Agreement, bargaining unit employees shall receive a 1% increase in their base hourly wage retroactive to January 1, 2012.

2013: Effective January 1, 2013, bargaining unit employees shall receive a 2% increase in their base hourly wage.

2014: Effective January 1, 2014, bargaining unit employees shall receive a 2% increase in their base hourly wage.

SECTION 2. The County agrees to continue "pick up" of the employee retirement contributions to the Public Employee's Retirement System (PERS).

SECTION 3. 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.

SECTION 4. 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 5. 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 6. 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.



01-04-13
11-CON-10-0505
0505-10
K29201

Employees in these classifications shall be employed at the starting rate of 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 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 34

UNIFORMS AND TOOLS

SECTION 1. The County reserves the right to require all employees to wear uniforms. Required uniforms shall be provided and maintained (e.g., 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 \$75.00. 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 receipts for the purchase of work shoes or boots. 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 the work. Tools provided by the County shall remain County property.

ARTICLE 35

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 five (5) consecutive days, excluding Saturdays and Sundays.



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, skill, ability and experience to perform the work in question. If the skill, ability and experience of two (2) or more employees are substantially equal, bargaining unit seniority shall govern. 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



01-04-13
11-CON-10-0505
0505-10
K29201

agency 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 36

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, blood 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.

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



01-04-13
11-CON-10-0505
0505-10
K29201

SECTION 7. As concerns urine samples for drug testing, subject employees undergo an initial screen (EMIT) test. For any positive results, a confirmatory test employing the gas chromatography/mass spectrometry (MS) test will be used. The County will ensure that there is a continuous 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.



01-04-13
11-CON-10-0505
0505-10
K29201

ARTICLE 37
PARKING

king for all employees who work second and third shift shall be free at all County lots and garages. For the life of this Agreement, first shift employees shall continue to pay \$20.00 per month at designated lots consistent with past practice. The following are the designated lots:

Juvenile Justice Center
1642 Lakeside
Auto Title
Jane Edna Hunter
Board of Elections
1801 St. Clair.

ARTICLE 38
LABOR-MANAGEMENT COMMITTEE

The parties shall create a joint labor-management committee within six (6) months of the ratification of the Agreement. The committee shall be comprised of five members from the Union and five members from the County. The parties shall undergo joint labor-management committee training through the State Employment Relations Board.

ARTICLE 39
DURATION

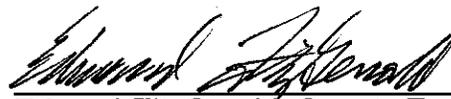
The Agreement shall become effective from January 1, 2012 upon approval of the County Council, County Executive, and the SEIU/DISTRICT 1199, WV/KY/OH, The Healthcare and Social Service Union, CTW, CLC and shall remain in full force and effect until December 31, 2014.

FOR THE SEIU, DISTRICT 1199

FOR CUYAHOGA COUNTY



Becky Williams, President



Edward FitzGerald, County Executive

12/20/12

Date

Date



01-04-13
11-CON-10-0505
0505-10
K29201

APPENDIX A

LIST OF JOB CLASSIFICATIONS

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 Attendant

Communication Specialist

Truck Drivers

Window Cleaner

Wall Washer

Photo I.D. Technician

Radio Dispatcher



01-04-13
11-CON-10-0505
0505-10
K29201

APPENDIX B

WAGES

<u>CLASSIFICATION</u>	<u>01/01/12</u>	<u>01/01/13</u>	<u>01/01/14</u>
Auto Mechanic I	15.31	15.62	15.93
Auto Mechanic II	21.84	22.28	22.72
Information Clerk (Clerk 2)	12.90	13.16	13.42
Equipment Operator	15.85	16.17	16.49
Groundskeeper I	15.85	16.17	16.49
Maintenance Repairman	16.79	17.13	17.47
Stores Clerk (Inventory/Receivable)	16.79	17.13	17.47
Truck Driver	17.87	18.23	18.59
Window Cleaner	19.44	19.83	20.23
Wall Washer	18.58	18.95	19.33

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:	12.92	13.18	13.44
Six-Month Rate:	13.44	13.71	13.98
One-Year Rate:	13.97	14.25	14.53
Two-Year Rate:	15.02	15.32	15.63



01-04-13
11-CON-10-0505
0505-10
K29201

APPENDIX C

LETTER OF UNDERSTANDING

An employee will be granted two (2) hours off with pay to donate blood to the Red Cross on scheduled County donation days.