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COLLECTIVE BARGAINING AGREEMENT

Between

CUYAHOGA COUNTY
DEPARTMENT OF PUBLIC WORKS
and

GRAPHIC COMMUNICATIONS CONFERENCE OF THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
LOCAL 546M

PRINT SHOP

February 1, 2012 through January 31, 2015



ARTICLE 1
RECOGNITION

SECTION 1. The Union is recognized as the sole and exclusive representative in the job classification of Printing Machine Operator for purposes of establishing rates of pay and conditions of employment.

SECTION 2. For purposes of this Collective Bargaining Agreement, Cuyahoga County shall hereinafter be referred to as "the County," and the Graphic Communications Conference of the International Brotherhood of Teamsters, Local 546M shall hereinafter be referred to as "the Union."

ARTICLE 2
NO LOCKOUT

SECTION 1. The County shall not lockout any employees for the duration of this Agreement.

ARTICLE 3
NO STRIKE

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

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

SECTION 3. In the event any violation of this Article occurs, the County will notify the designated Union Agent of the strike, walkout, work stoppage or slowdown at any operation or operations of the County. The County will inform the Employees that these actions are prohibited in accordance with the Bargaining Unit Agreement. The Union shall immediately advise all Employees that the action is not in any way sanctioned or approved by the Union and shall immediately advise all Employees to return to work at once. Violation of this Article may result in discipline up to and including termination.

ARTICLE 4
CHECK-OFF

SECTION 1. The County will deduct regular initiation fees and monthly dues from the pay of employees covered by this Agreement upon receipt from the Union of individual written authorization cards voluntarily executed by an employee for that purpose and bearing his signature. The County's obligation to make deductions shall terminate automatically upon timely receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

SECTION 2. Deductions will be made from the pay of all employees during the first pay period of each month. In the event that an employees first monthly pay is insufficient, the County 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.

ARTICLE 5
MANAGEMENT RIGHTS

SECTION 1. The County shall have the exclusive right to manage the operations, control the premises, direct the working forces, and maintain efficiency and productivity of operations. Specifically, the County's exclusive management rights include, but are not limited to, the right to hire, discipline and discharge for just cause; lay off and promote; to promulgate and enforce reasonable rules and regulations; to reorganize, discontinue or enlarge any department or division; to transfer employees, (including the assignment and allocation of work) within departments or to other departments; to introduce new and/or improved equipment, methods, and/or facilities; to determine the size and duties of the work force and judge competency; to establish, modify, consolidate, or abolish jobs (or classifications); to determine staffing patterns, including, but not limited to, the assignment of employees as to the number employed, duties to be performed, qualifications required, and areas worked; to determine all policies and procedures related to providing services and to carry out the ordinary and customary functions of management.

ARTICLE 6
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 subdivision, to be paid in cash for twenty-five percent (25%) of his total unused accumulated sick leave. Such payment 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 the time. Such payment shall be made only once to any employee. The maximum payment shall not exceed thirty (30) days.

ARTICLE 7
SICK LEAVE

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

- A. Paid sick leave will be earned and accumulated at the rate of .0575 hours for each hour of service in active pay status. For purposes of this Section, "active pay status" includes vacation, sick, overtime, compensatory time, and holidays. Employees in an unpaid leave status do not accrue 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.

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

SECTION 3. When an employee is ill, the employee will report his/her illness at least one and one-half (1 ½) hours prior to his scheduled starting time except for unusual circumstances. The actual approval for sick leave shall be made by the Senior Printing Coordinator or his/her designee.

SECTION 4. An employee who is absent on paid sick leave shall complete the Employee Request for Leave Form to justify the use of sick leave. If medical attention is required, a certificate from the employee's licensed physician as to his/her fitness to perform his/her required duties shall be prerequisite to his/her 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 County expressly reserves the right to require an employee to submit to a medical examination (at County expense) to determine an employee's fitness and ability to perform the duties of a specific job. The County shall have the right to deny the payment of sick leave when a request for leave is not satisfactorily or timely submitted.

SECTION 6. The County reserves the right to require documentation to support the employee's sick leave request (i.e., a doctor's statement) for all absences of three (3) or more consecutive days.

SECTION 7. Medical and disability leave for personal illness or injury shall be limited to one year. An employee on a recognized Workers Compensation claim will not be affected by this section.

SECTION 8. An employee shall be granted sick leave with pay for illness or injury of the employee or a member of his/her immediate family; for medical, dental, or optical examination, or treatment of an employee or a member of his/her immediate family; or when through exposure to a contagious disease, the presence of the employee at his/her job would jeopardize the health of others. An employee shall also be granted sick leave with pay for pregnancy provided the employee has accumulated earned paid sick leave.

ARTICLE 8 FUNERAL LEAVE

SECTION 1. An employee shall be granted a five (5) day leave of absence with pay to be charged against his/her accumulated paid sick leave in the event of the death of a member of the employee's immediate family.

SECTION 2. In the event the employee has no sick time available, the employee may use vacation, compensatory or exchange time. If the employee has no vacation, compensatory or exchange time, the employee may request an unpaid Personal Leave of Absence.

SECTION 3. In the event of the death of a relative other than a member of his/her immediate family, an employee shall be granted a one (1) day leave of absence with pay to be charged against the employee's accumulated paid sick leave.

SECTION 4. Any additional time off requested by the employee is subject to the approval of his or her supervisor, manager and/or Senior Printing Coordinator.

ARTICLE 9 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 duty or witness service, and will be compensated for the difference between his/her regular pay and jury duty pay or witness pay for work absences necessarily caused by the jury duty or witness duty.

SECTION 2. To be eligible for jury pay or witness duty pay, an employee may either present to the County a jury 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. Any employee who is appearing before a court or other legally constituted body in which he/she is a party may be granted vacation time, compensatory time, or leave of absence without pay for purposes of attending the hearing. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody, or appearing as directed as a parent or custodian of juveniles. The employee will furnish proof by showing the department head, or his/her designee, the court notification of the scheduled hearing.

ARTICLE 10
UNPAID LEAVES OF ABSENCE

Unpaid leaves of absence shall be in accordance with the County's Policies and Procedures Manual, Section 9.09 as revised January 24, 2012.

ARTICLE 11
HOLIDAYS

SECTION 1. Regular full time employees shall be entitled to the following holidays:

New Year's Day	Veteran's Day
Martin Luther King Jr. Day	Columbus Day
President's 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 Saturday, the preceding Friday shall be observed as the holiday.

SECTION 3. To be entitled to holiday pay, an employee must be on the active payroll (i.e., actually receives pay) during the week in which the holiday falls, and must work his/her scheduled days before and after the holiday unless the employee provides satisfactory documentation of illness or excused absence.

SECTION 4. An employee who does not work on a recognized holiday shall receive eight (8) hours straight time pay at his/her regular hourly rate.

SECTION 5. If an employee's work schedule is other than Monday through Friday, he/she shall receive in addition to his/her regular hours pay, eight (8) hours straight time pay at his/her regular rate for holidays observed on the employee's day off regardless of the day of the week on which they are observed. All employees who work on a recognized holiday shall receive eight (8) hours holiday pay in addition to time and one-half (1 1/2) their regular rate of pay for all hours worked on the holiday, in accordance with Article 14, Hours of Work and Overtime.

SECTION 6. If a recognized holiday falls within employee's vacation leave, the employee shall receive an additional paid vacation day in lieu of the holiday.

ARTICLE 12
VACATIONS

SECTION 1. All regular full time employees shall be granted vacation leave with full pay each year based upon the 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. After one years 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/her 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.

Except upon retirement or with prior written approval, vacation leave which is carried over shall not be used at a rate exceeding three weeks in a six-month period. Carried over vacation leave shall not be used in conjunction with other vacation leave so as to exceed three weeks in a six-month period.

SECTION 3. At the time of termination, an employee shall be paid all of his/her earned but unused vacation.

SECTION 4. An employees 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/her regular paid vacation leave). This prorating of vacation leave shall in no way affect an employee's seniority date.

SECTION 5. 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.

SECTION 6. The pay warrant will reflect vacation leave balance.

ARTICLE 13 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. Effective September 1, 2012, bi-weekly Employee contributions for medical and prescription drug benefits shall be determined as follows:

a) METROHEALTH PLAN

The County shall offer a plan through Metro-Health at no cost to employees.

b) OTHER BENEFIT PLANS

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

- 1) Effective September 1, 2012: Employer 90% of plan costs; Employee 10% of plan costs;
- 2) Effective January 1, 2013: Employer 90% of plan costs; Employee 10% of plan costs;
- 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 September 1, 2012, 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 cost for 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 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.

ARTICLE 14 HOURS OF WORK AND OVERTIME

SECTION 1. The standard workweek for all employees covered by this agreement shall be forty (40) hours per week Monday through Friday. The standard workday shall consist of eight (8) hours. Hours of work shall be 8:00 a.m. to 4:00 p.m. with a one half-hour paid lunch. The County shall consider requests from employees who desire to work 7:00 a.m. to 3:00 p.m. or 7:30 to 3:30 p.m. and may grant these requests based on its assessment of operational needs. Earlier start times may be rescinded by the Employer based on its assessment of operational needs.

SECTION 2. When an employee is required by the County to work more than forty (40) hours in his/her scheduled work week, or more than eight (8) hours in his/her work day, the employee shall be compensated for such time at one and one half (1 1/2) times his/her regular rate of pay. For the purpose of computing overtime, sick leave shall not be counted as hours worked.

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

SECTION 4. The County shall have the option to offer compensatory time off in lieu of cash; the employee shall have the option to accept compensatory time 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 County. An employee may accumulate a maximum eighty (80) hours compensatory time. An employee desiring to use compensatory time must submit a request in writing at least two weeks in advance. Giving two (2) weeks notice may be waived by the employer in an emergency situation. However, compensatory time must be used within one hundred eighty (180) days from the date it was earned. Where an employee fails to use compensatory time within the prescribed period of one hundred eighty (180) days, the County shall pay the compensatory time out at the applicable rate. Further, compensatory time shall be issued in accordance with Federal Law.

SECTION 5. The parties agree that Article 14, Section 1 does not prevent the County from offering the opportunity to work different to meet the operational needs of the department. The parties also agree that Article 14 does not prevent the implementation of a permanent second shift should the County determine that it is necessary to do so.

SECTION 6. In event that operational needs necessitate a second shift, the Employees required to work such second shift will be paid a shift premium of fifty cents (\$0.50) per hour.

ARTICLE 15 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, statutes, ordinances, regulations or orders, or revision 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 statement is thus voided, the balance of the Statement and its provisions shall remain in effect for the term of this Statement. Any provision of this Statement which is thus voided shall be negotiated by the parties immediately upon their being informed of a provision being thus made void.

ARTICLE 16
UNION VISITATION

SECTION 1. Non-employee representatives of the Union may enter the department upon request to the Senior Printing Coordinator. Such visits shall be made by appointment with the Senior Printing Coordinator and shall not interfere with the work of any employee or the operations of the plant.

ARTICLE 17
LAY OFFS

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. The least senior employee, in the classification, shall be laid off first.

ARTICLE 18
GRIEVANCE PROCEDURE

STEP 1 – IMMEDIATE SUPERVISOR - An employee who has a grievance shall take it up orally with his/her immediate supervisor, either alone or accompanied by his/her steward if the employee so wishes within ten (10) working days after the events upon which the grievance is based. The supervisor shall give his/her answer to the employee and the steward (if the steward was present during the Step 1 meeting) within ten working days after the meeting.

STEP 2 – DIRECTOR OF PUBLIC WORKS and/or DESIGNEE - If the employee's grievance is not satisfactorily settled at Step 1, the grievance shall, within ten (10) working days after receipt of the Step 1 answer be reduced to writing and filed with the Director of Public Works on a Grievance Form setting forth complete details of the grievance (i.e., the facts upon which the grievance is based, the approximate time of the occurrence, the relief or remedy requested) and dated and signed by the employee and the steward. The Director of Public Works or his/her designee shall meet with the employee's steward within ten (10) working days after the written grievance has been filed, and a written answer shall be given to the steward within ten (10) work days after the Step 2 meeting.

STEP 3 – DEPARTMENT OF HUMAN RESOURCES - If the employee's grievance is not satisfactorily settled at Step 2, the Union may, within fourteen (14) working days after the receipt of the Step 2 answer, appeal in writing to the Department of Human Resources (Division of Employee and Labor Relations).

Within twenty (20) working days thereafter, the Director of Human Resources and/or his/her designee shall meet with the steward and the representative of the Union in an attempt to adjust the grievance. Within twenty (20) working days after the Step 3 meeting, the County shall give a written answer to the Representative.

STEP 4 – ARBITRATION - If the grievance is not satisfactorily settled at Step 3, the Union may, within thirty (30) calendar days after receipt of the Step 3 answer, submit the issue to arbitration. The Union shall notify the Federal Mediation and Conciliation Service 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 then be chosen in accordance with the then applicable rules. The fees and expenses of the arbitration shall then be borne equally by the parties.

In the event a grievance goes to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of grievances as to the interpretation and/or application of the provisions of the Statement (including disciplinary actions to the extent permitted herein), and/or compliance with the provisions of this statement, and in reaching his decision the arbitrator shall have no authority (1) to add or subtract from or modify in any way the provisions of this Statement; (2) to pass upon issues governed by law; or (3) to make an award in conflict with law. The arbitrator shall issue a decision within thirty (30) days after submission of the case to him/her (unless otherwise agreed to by the parties).

All decisions of arbitrators consistent with Article 18 shall be final, conclusive and binding on the County, the Union and the employees.

ARTICLE 19 **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 20 **CALL-IN-PAY**

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

ARTICLE 21 **NEGOTIATING PROCEDURES**

SECTION 1. Either the County or the Union may initiate negotiations by letter of submission forwarded to the other party by November 1st of the year which this Agreement expires. The parties shall hold their first negotiation session within a reasonable period of time, at which time they will jointly notify the State Employee Relations County (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 Revised Code 4117.14 and related sections.

SECTION 2. All negotiations 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 by January 15th or a date mutually agreed upon, tentative agreement on all items is not reached, both parties shall request the services of the Federal Mediation and Conciliation Service (FMCS) as follows:

FMCS shall be contacted jointly by both parties so that mediation may start within three (3) days after petitioning FMCS or on the date mutually agreed upon.

SECTION 4. Once started, mediation shall continue until a tentative agreement is reached on all resolved items with mediation sessions being held at the direction of the Mediator. However, in the event the parties are unable to reach an agreement by January 31st or the extension date, the settlement procedures shall be deemed exhausted and the Union shall, upon a ten day written notice to the County, have the right to strike in accordance with the Ohio Revised Code 4117.14 (D).

ARTICLE 22 COUNTY POLICY/PROCEDURE

SECTION 1. The policies and procedures contained in the County 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 supercede.

SECTION 2. Each employee shall be issued a complete copy of the County's Policy and Procedure Manual as well as any/all supplements as it becomes available.

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

SECTION 4. Employee responsibilities are 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.

ARTICLE 23 CIVIL SERVICE LAW

No section of the Civil Service Laws contained in Ohio Revised Chapter 124 shall apply to the employees in the bargaining unit and it is expressly understood that the Ohio Department of Administrative Services and 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.

ARTICLE 24 FITNESS FOR DUTY EXAMINATION

SECTION 1. The Employer and the Union agree that the Employer has a responsibility to provide its employees with the safest possible work conditions. Therefore, 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 has a 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 will complete a form which will be presented to the County Division of Employment Relations the same day. If the Employment Relations Office, in consultation with the Director or his/her designee, determine that there is probable cause, Employee Relations shall arrange for a Fitness for Duty exam 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, a history of excessive absenteeism not related to a specific illness, 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.

SECTION 7. As concerns urine samples for drug testing, subject employees will undergo an initial screen (EMIT) test. For any positive results, a confirmatory test employing the gas chromatography/mass spectrometry (GC/MS) test will be used. The County will ensure that there is a continuous chain of custody of any sample taken from an employee. Specimen collection will occur in a medical setting and every precaution shall be taken to insure that the procedures shall not demean, embarrass, or cause physical discomfort to the employee.

SECTION 8. 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 review the test results and, if desired, a reasonable 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. An employee who believes a positive result is in error, may request a second test from the split sample. In the event the second test is negative, the cost of the test shall be paid by the County. In the event the second test is positive, the cost shall be paid by the employee.

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 Assistance Program (E.A.P.) can provide counseling and referral. All records of an employee seeking medical rehabilitation for drug or alcohol dependency, either through E.A.P. 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.P. 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 of substance abuse on the job shall list the basis upon which it was determined that there was reasonable cause to believe that the employee was using drugs or was under the influence of drugs or alcohol at work.

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

ARTICLE 25 WAGES

SECTION 1. Subject to any changes identified in Section 4, effective with ratification of this Agreement, the following wage shall continue to be in effect for all employees in the bargaining unit:

Classification

February 1, 2012

PRINTING MACHINE
OPERATOR

\$20.63 (Reflects a wage increase of one
percent (1%) for 2012).

SECTION 2. The Foreman/Lead Employee shall be compensated at \$1.75 per hour over the applicable Printing Machine Operator rate in effect

SECTION 3. Effective February 1, 2013, wage rates shall increase by two percent (2%); and Effective February 1, 2014, wage rates shall increase by two percent (2%).

SECTION 4. The County agrees to continue "Pick-up" of Employees Retirement Contributions to the Public Employee's Retirement System (PERS).

ARTICLE 26 NEW LAWS

SECTION 1. The County agrees to comply with all applicable provisions of the Family Medical Leave Act of 1993 ("FMLA"), and the Americans with Disabilities Act of 1990.

SECTION 2. 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 27
INTER-LOCAL PENSION FUND

SECTION 1. The County will endeavor to withhold additional amounts from union members pay checks, upon receipt of sufficient written authorization and waivers from all necessary entities (including the Office of County Auditor), and include these amounts with union dues which are regularly deducted from payroll.

ARTICLE 28
FOREPERSON/LEAD PRINTING MACHINE OPERATOR

SECTION 1. There shall be a bargaining unit member designated by the County as the working foreperson/lead employee where bargaining unit work is being performed.

SECTION 2. In addition to the foreperson/lead employee regular duties, the designated lead employee shall assign and direct work of other bargaining unit employees at the direction of the print shop manager.

SECTION 3. The foreperson/lead employee shall not have the authority to hire, fire, or discipline employees, nor shall the lead employee be disciplined for the job performance of other bargaining unit employees.

SECTION 4. The County shall retain the right to change the foreperson/lead employee with seven (7) days notice to the Union.

SECTION 5. The foreperson/lead employee shall not have superseniority in the distribution of overtime.

SECTION 6. The foreperson/lead employee may be assigned training duties.

ARTICLE 29
SENIORITY

SECTION 1. Bargaining unit seniority shall commence with the date an employee is hired into the bargaining unit. Seniority shall be broken when an employee:

- A. Quits, resigns, retires, or transfers out of the bargaining unit;

- B. Is discharged for just cause;
- C. Is laid off for a period of more than twelve (12) consecutive months;
- D. 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 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.

SECTION 2. Vacation selection, lay-offs and recalls shall be governed by seniority.

ARTICLE 30 WORK CLOTHES

SECTION 1. The County reserves the right to require all employees to wear a uniform. Any required uniform shall be provided and maintained by the Employer. With respect to uniform maintenance and laundering, the County will make reasonable effort to accommodate employees with allergies. In addition to uniforms, the wearing of/use of other articles of clothing/attire/weather-related/personal protective equipment (PPE), shall be adhered to as set forth by management.

SECTION 2. The County will reimburse print shop employee for the purchase of ASTM compliant steel toe or ASTM compliant composite toe work boots up to a \$75.00 (seventy-five dollars) value, every other year, by January 31st of 2013 and 2015. Employee shall provide a receipt for the purchase of work boots in order to obtain reimbursement. All receipts and requests for reimbursement must be submitted to Senior Printing Coordinator by January 31st.

SECTION 3. Work boots will be required to be worn during work hours. Failure to wear work boots that are the subject of reimbursement by the County, shall result in disciplinary action.

ARTICLE 31 WAGE CONTINUATION

Employees may be eligible for wage continuation pursuant to the policies and procedures manual.

ARTICLE 32
DURATION

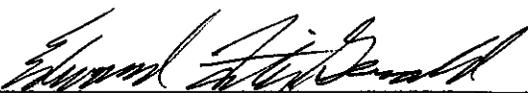
This Agreement shall become effective February 1, 2012 upon approval of the County by the Executive and the Local Union and shall remain in full force and effect until midnight January 31, 2015 and thereafter from year to year unless at least ninety (90) days prior to said expiration date or anniversary thereof, either party gives timely notice to the other of an intent to modify or terminate this Agreement. Within ninety (90) days after receipt of said notice, a conference will be arranged to negotiate any proposals.

FOR THE UNION:

FOR CUYAHOGA COUNTY:



Christopher Farrand,
President, GCU Local 546M



Edward FitzGerald,
County Executive

Date: 4/3/12

Date: 4/5/12

Approved as to Legal Form:



Nora L. Hurley
Deputy Chief Director of Law