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**An Agreement Between**

**Cuyahoga County**

**and**

**The American Federation of  
State, County and Municipal  
Employees**

**Ohio Council 8, Local 27, AFL-CIO**

**January 1, 2012 – December 31, 2014**

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## **PREAMBLE**

This contract is entered into by and between the County of Cuyahoga (hereinafter referred to as "County" or "Employer"), and Local 27 of the American Federation of State, County and Municipal Employees ("AFSCME"), Ohio Council 8, AFL-CIO (hereinafter collectively referred to as "Union"). This contract has as its purpose:

- 1) To achieve and maintain satisfactory and stabilized employer/employee relationships and improved work performance;
- 2) To provide for the peaceful and equitable adjustment of differences which may arise, and to maintain the efficiency of the Cuyahoga Child Support Enforcement Agency;
- 3) To assure the effectiveness of services by providing an opportunity for Union officers, on behalf of bargaining unit employees, to meet with the County to exchange views and opinions on policies and procedures affecting the condition of their employment, subject to the applicable provisions of the Ohio Revised Code Chapter 4117, federal laws, and the constitutions of the United States of America and the State of Ohio;
- 4) To ensure the right of every employee to fair and impartial treatment;
- 5) To provide for orderly, harmonious, and cooperative employee relations and to achieve and maintain the most efficient, best possible public service in the interest of not only the parties, but also for the citizens of Cuyahoga County;
- 6) To promote the effective and efficient delivery of services by CSEA and its employees by providing an opportunity for the Union, on behalf of the employees in the bargaining unit, to engage in representational activities as permitted by this Agreement and by Ohio Revised Code Chapter 4117.

## **ARTICLE 1: RECOGNITION**

**SECTION 1.** The Union is recognized as the sole and exclusive representative of all full-time employees of CSEA in the job classifications herein set forth: support officer, support officer lead, mail clerk/messenger, storekeeper 1, information processor 1, information processor 2, legal service assistant, clerk 1, support specialist 1, support specialist 1 lead, support specialist 2, and support specialist 2 lead.

**SECTION 2.** The following is a list of employees and classifications that are listed in the Certification of the Bargaining Unit as being excluded from the bargaining unit: all supervisors, management level employees, confidential employees, seasonal and casual employees, professional employees, and the following: account clerk 3; administrative officer 2; administrative secretary 1; business administrators 2, 3 and 4; clerical supervisor; data processing supervisor 1 and 2; deputy director; director 4; fiscal specialist; hearing program administrator; hearing officer supervisor; hearing officer management analyst; personnel officers 1 and 2; public information officer 2; records management supervisor; records management officer 1; secretary 2; support manager; support chief; support officer supervisor; support payments processing chief; systems analyst 1 and 2; secretary to the manager of operations; secretary to hearing programs administrator; secretary to the manager of enforcement; secretary to the chief of parent support services; secretary to the public information officer 2; assistant to deputy director; and all part-time employees.

**SECTION 3.** The Employer will not recognize any other union or labor organization as the representative for any bargaining unit employees.

## **ARTICLE 2: MANAGEMENT RIGHTS**

Unless the County agrees otherwise in this Contract, nothing impairs the right and responsibility of the County to:

determine matters of inherent managerial policy which include, but are not limited to, areas of discretion of policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, organizational structure; direct, supervise, evaluate, or hire employees; maintain and improve the efficiency and effectiveness of governmental operations; determine the overall methods, process, means, or personnel by which governmental operations are to be conducted; suspend, discipline, demote or discharge for just and proper cause; lay off, transfer, assign, schedule, promote, or retain employees; determine the adequacy of the work force; determine the overall mission of the Employer as a unit of government; effectively manage the work force; and take actions to carry out the mission of the CSEA as a governmental unit. Further, this Article does not limit the rights of the County under Ohio Revised Code Section 4117.08.

### **ARTICLE 3: NO STRIKE/NO LOCKOUT**

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

**SECTION 2.** The Union shall cooperate with the County in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of this article.

**SECTION 3.** When the County notifies the Union via certified mail or hand delivery that any of its members are engaged in any such prohibited activity as outlined in this Article, the Union shall immediately, conspicuously post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct employees to immediately return to work. Violation of this article may result in discipline.

**SECTION 4.** The Employer agrees that neither it, nor its officers, agents, or representatives, individually or collectively will authorize, instigate, cause, aid or condone any lockout of members of the Union unless those members have violated Section 1 of this article.

### **ARTICLE 4: PLEDGE AGAINST DISCRIMINATION AND COERCION**

The provisions of this Contract shall be applied equally to all employees in the bargaining unit without discrimination on the basis of race, color, religion, sex, national origin, sexual orientation, disability, age, ancestry, marital status or political opinions or affiliations. The Union shall share equally with the County the responsibility for applying this provision of the Contract.

### **ARTICLE 5: CHECK-OFF**

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

**SECTION 2.** The County will deduct regular monthly dues from the pay of employees covered by the Contract upon receipt from the Union of individual written authorization cards voluntarily executed by an employee for that purpose

and bearing his/her signature, provided that any employee shall have the right to revoke such authorization by giving written notice to the Union at any time during the fifteen (15) calendar days prior to the termination of this contract.

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

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

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

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

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

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

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

## **ARTICLE 6: FAIR SHARE**

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

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

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

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

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

#### **ARTICLE 7: P.E.O.P.L.E. CHECK-OFF**

The County will deduct voluntary contributions to the AFSCME International Union's Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E.) Committee from the pay of employees covered by this Contract upon receipt from the Union of individual written authorization cards voluntarily executed by an employee provided that:

- (A) An employee shall have the right to revoke such authorization by giving written notice to the County and the Union at any time and the authorization card shall state clearly on its face the right of an employee to revoke.
- (B) The County obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.
- (C) The contribution amount shall be certified to the County by the Union. The Union shall provide the County with thirty (30) days advance notification of any change in the contribution amount along with the written authorization card voluntarily executed by the

employee. Contributions shall be transmitted to the Union in accordance with the provisions of Article 5 of this contract. This transmittal shall be accompanied by an alphabetical list of all employees for whom deductions have been made and the names of employees for whom deductions have been terminated and the reason for termination.

- (D) All P.E.O.P.L.E. contributions shall be made as a deduction separate from the fair share fee and dues deductions.

### **ARTICLE 8: UNION VISITATION**

Non-employee representatives of the union may be present at CSEA premises between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, upon request and confirmation of the CSEA Administrator or his/her designee for the purposes only of ascertaining whether or not this Agreement is being observed and to attend grievance meetings or labor/management meetings consistent with the terms of this Agreement or for other meetings at the request of the CSEA Administrator or his/her designee. Such visits shall be made by request and confirmation of the Administrator or his/her designee and shall not interfere with the work of any employee or the operations of CSEA. Whenever a meeting is appropriately scheduled the Employer shall refrain from unnecessary interruptions to the extent possible.

### **ARTICLE 9: BULLETIN BOARDS**

The County shall provide the Union with a bulletin board at each building where bargaining unit employees are assigned as their primary reporting location. All bulletin board notices of the Union shall bear the signature of an official of the local union and/or Ohio Council 8. Upon their placement on the board, a copy of all posted notices shall be given to the CSEA administrator or his/her designee. Failure to follow the conditions set forth above will be grounds for the County to remove any posting without recourse from the Union.

### **ARTICLE 10: UNION REPRESENTATION**

**SECTION 1.** Employees selected by the Union to act as Union representatives for the purpose of processing grievances and representing employees as stated herein shall be known as "stewards." In addition, the president and vice president of Local 27 may represent employees in the processing of grievances and in other matters as stated herein. Each steward may have an alternate steward

when the regular steward is absent from work, or is unavailable due to job duties.

**SECTION 2.** The County shall recognize one steward for each 80 employees in active pay status. When the ratio of steward to employees exceeds one per eighty by 41 employees in the bargaining unit, the union shall have the option of appointing an additional steward. The union shall furnish the County with a written list of the names of the union stewards and alternate stewards. Further, the union shall promptly notify the County, in writing, of any changes.

**SECTION 3.** In the event of a reorganization or deployment of employees that impacts the locations of stewards, the parties will meet to discuss issues that may arise.

**SECTION 4.** Thirty days prior to the Union's election of stewards, the County will meet with the Union to determine the number of stewards to be elected by applying the ratio provided for in Section 2 of this Article.

**SECTION 5.** The president, vice president and stewards shall be permitted up to four hours with pay per week (in addition to the one hour referred to in Section 4 of the Grievance Article) to conduct appropriate union business, including time spent representing employees at grievance meetings, investigatory interviews, pre-disciplinary hearings, or labor-management meetings that are conducted during normal work hours. The president, vice president and stewards may also attend other meetings with pay during normal work hours at the request of the County.

**SECTION 6.** The Union shall furnish the County with a written list of names of the Union officers, stewards and alternate stewards, including the locations to which each is assigned. Further, the Union shall promptly notify the County in writing of any changes.

**SECTION 7.** The president, vice president, and stewards shall adhere to the following procedure in processing grievances and carrying out the functions of their offices:

A. An employee having a grievance shall notify the president, vice president or steward who will notify the employee's immediate supervisor to request the release of the employee.

B. Before leaving his job, the president, vice president or steward shall record on a special Union Activity Sheet, the time he/she starts his/her union work. (Upon request, a copy of this record will be furnished to the Union.) Prior to leaving his/her work station to conduct such Union business, he/she must request permission from his/her immediate supervisor.

C. When it is necessary for the president, vice president or steward to speak with a bargaining unit employee regarding Union business during times that the employee is expected to be working, he/she shall report first to the employee's supervisor to obtain permission.

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

E. For all other union business, the president, vice president or steward shall inform his/her supervisor of the need to conduct union business (as specifically enumerated in Section 5 above) and request permission to be excused. If excused to perform union work, the employee shall log the applicable time on the Union Activity Sheet. Investigation of grievances and other Union business shall only be performed and permitted with proper regard for the County's operational needs and the Union shall cooperate in good faith with the County in keeping to a minimum time lost from work due to Union business.

**SECTION 8.** The president, vice president or steward having an individual grievance in connection with his/her own work may ask for the president, vice president or another steward to assist him/her in adjusting the grievance with his/her supervisor.

**SECTION 9.** All officers and stewards are expected to perform their job duties and to meet the performance expectations of their jobs.

**SECTION 10.** If available, office space shall continue to be provided to the union. The location of said space shall be at the sole discretion of the County. This space shall be lockable. The president shall be given a copy of the key and shall be responsible for the office. The office shall be furnished with 1 desk, 2 chairs, 1 file cabinet and 1 telephone.

## **ARTICLE 11: PERSONNEL RECORD**

**SECTION 1.** An employee shall have the right to inspect his/her personnel record provided ample notification is given to the Department of Human Resources.

**SECTION 2.** If an employee, after examining his/her file, has reason to desire a copy of a document contained therein, a copy shall be provided at a fee not to exceed the rate included in the County's Public Records Policy. The signing of any materials to be placed into an employee's personnel record will not indicate an agreement by the employee as to the contents of the material but does

acknowledge that he/she has seen it.

**SECTION 3.** All personnel file examinations shall be made by appointment with the Human Resources Department, and in the presence of the Employer or its designee.

**SECTION 4.** No employee shall be permitted to add, remove from, or otherwise alter his/her personnel record in any manner or remove the file(s) from the custody of the Employer, except as stated herein. Subject to the approval of the Department of Human Resources, an employee may request that a document relating to his/her education, training, or work performance be added to his/her personnel record. Any such requests shall not be unreasonably denied.

**SECTION 5.** No employee shall be permitted to inspect his/her personnel record more than once in a six (6) month period nor shall an inspection request interrupt the work schedule of the Employer. In no event shall an employee be required to wait more than two (2) workdays to see his/her personnel file except in case of emergencies.

**SECTION 6.** An employee may place a rebuttal or written response to a disciplinary action or evaluation that is placed in his/her file.

## **ARTICLE 12: DISCIPLINE**

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

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

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

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

**SECTION 5.** It is important that the employee complaints regarding unjust or discriminatory suspensions and/or discharge be handled promptly. Therefore, all such disciplinary action may be reviewed through the Grievance Procedure, beginning at Step 2.

**SECTION 6.** Discipline must be applied in an objective, equitable and reasonable manner, and shall be progressive and corrective and never punitive. It is expected that discipline will be imposed in a reasonably timely fashion under the facts and circumstances of a particular case. However, depending on the severity of the situation, the County may skip or repeat one or more of the steps in the disciplinary process. No employee shall be reduced in pay or position, suspended, discharged, or removed except for just cause.

**SECTION 7.** No employee shall be suspended, or terminated without first being given the opportunity to participate in a Pre-Disciplinary Conference (PDC) conducted by a designee of the Department of Human Resources. At said conference, the employee may show cause why the disciplinary action should not be imposed. The employee and Union Office shall receive notification in writing at least three (3) working days prior to the conference. Such notice shall include a copy of the LR-1 (request for PDC) submitted by the Supervisor and documents submitted with the LR-1, date of the conference, time of the conference, location of the conference, nature of offense and the rights to union representation. If a Union representative (i.e., a union staff representative, an officer, a steward or an alternate steward) cannot be available to attend at the time the PDC is originally scheduled by the County, the Union shall immediately notify the Department of Human Resources and shall concurrently provide the Department of Human Resources with a minimum of three different alternative dates and times to reschedule the PDC within the five calendar day period following the original date. The County shall reschedule the PDC to take place when a Union representative is available within the five calendar day period. It shall remain the Union's responsibility to ensure that a Union representative is available and present at the PDC. A PDC that is rescheduled shall not be rescheduled again and the PDC shall go forward unless the county determines it necessary to again reschedule.

**SECTION 8.** Any disciplinary action entered into an employee's personnel record as maintained by the Department of Human Resources shall be subject to the Grievance Procedure.

## **ARTICLE 13: GRIEVANCE AND ARBITRATION PROCEDURE**

### **SECTION 1. Process**

- A. A grievance is defined as an allegation that there has been a misinterpretation, misapplication or violation of the labor agreement.
- B. Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth the name(s) or group(s) of the employee (s). Either party may have the grievant (or one grievant representing group grievants) present at any step of the grievance procedure and the employee is entitled to Union representation at every step of the grievance procedure. Only one employee Union representative is permitted to be present at each step of the grievance procedure. Probationary employees shall not have access to, or rights under the grievance and arbitration procedure. An employee shall be entitled to withdraw a grievance at any step of the grievance procedure.
- C. The word "day" as used in this article means work day and days shall be counted by excluding the first and including the last day. Work days shall not include Saturdays, Sundays or holidays.
- D. Grievances shall be presented on forms provided by the Union. The form shall contain:
  - 1. the aggrieved employee's name and signature;
  - 2. aggrieved employee's classification and division and unit assignment;
  - 3. date of event(s) leading to the grievance;
  - 4. a description of the incident giving rise to the grievance and the article of the contract alleged to have been violated;
  - 5. date that the grievance was filed at each step; and,
  - 6. desired remedy to resolve the grievance.
- E. It is the goal of the parties to resolve grievances at the earliest possible time and the lowest level of the grievance procedure.
- F. Grievances concerning suspension or discharge automatically commence at Step 2 of the grievance procedure, Department of Human Resources, and shall be filed within ten (10) work days of the grievant's notification of such action.

- G. If a grievance is not answered within the time limits specified, it shall automatically be advanced to the next step.

## **SECTION 2. GRIEVANCE STEPS**

### **Step 1. Administrator or Designee**

The employee and the Union representative shall sign and submit a written grievance to the Administrator or designee within ten (10) work days from the date the grievant became or reasonably should have become aware of the occurrence giving rise to the grievance. Within fifteen (15) work days after receipt of the grievance, the Administrator or designee shall meet with the employee and a Union representative or steward, in an attempt to resolve/hear the grievance, unless the parties mutually agree otherwise. The Administrator or designee shall issue a written response that will be provided to the grievant and the Union within fifteen (15) work days of the meeting.

### **Step 2. Department of Human Resources**

If the grievance is not satisfactorily settled at Step 1, it must be received in writing by the Deputy Director of Labor and Employee Relations and/or his/her designee within ten (10) work days after receipt of the Step 1 answer. The Deputy Director of Labor and Employee Relations or his/her designee shall conduct a Step 2 grievance meeting within 30 days of receipt of the Step 2 grievance. Within twenty (20) work days after the Step 2 meeting, the Deputy Director of Labor and Employee Relations or his/her designee shall give a written answer to the Union Staff Representative and the CSEA Administrator or designee. A copy of the answer shall also be provided to the employee. In the event that the Deputy Director of Labor and Employee Relations chooses to have the grievance considered by his/her designee, said designee shall be vested with his/her full authority.

### **Step 3. Arbitration**

If the Union is not satisfied with the answer at Step 2, it may submit a letter requesting that the grievance be advanced to arbitration. The letter may be sent through regular mail, hand delivery or e-mail to the Director of the County's Department of Law and to the Federal Mediation and Conciliation Service within thirty (30) work days after receipt of the decision at Step 2 or the grievance shall be considered withdrawn.

#### **A. Arbitration Panel**

Should the need arise, arbitrators shall be selected by utilizing the Federal Mediation and Conciliation Service ("FMCS"). The arbitrators shall be selected by obtaining a list of seven (7) arbitrators from the FMCS sub-region for Northern Ohio, and the Union and the Employer shall have the right to alternately strike

names from the list. The first to select shall be determined by the flip of a coin. The remaining name shall be the arbitrator and shall serve for the specified grievance being considered. This procedure shall be utilized for each arbitration case.

**B. Witnesses**

The Employer agrees to allow up to two (2) witnesses time off with pay to attend the hearing. However, if the witnesses' attendance at the hearing extends beyond the witnesses' scheduled working time, the witnesses will not be paid for that time, and that time will not apply toward overtime calculation. Furthermore, the Employer will not pay witnesses whose testimony is redundant and duplicative, unless the testimony is necessary to establish the credibility of the grievant or another witness critical to the grievant's case.

**C. Expenses**

All fees and expenses of the Arbitrator shall be shared equally by the parties. If one (1) party desires a transcription of the proceedings, the total cost for such transcription shall be paid by the party desiring the transcription. If both parties desire a copy, then the total cost for such transcription shall be shared equally by both parties. All other costs incurred by the parties will be paid by the party incurring the costs.

**D. Arbitration Decisions**

The arbitrator's decision shall be final and binding upon the Employer, the Union and the employee(s) involved. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement. The arbitrator shall not rule in such a way as to require the Employer or the Union to violate Ohio or Federal law, or the County Charter.

**E. Title VII**

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

the issue appealed to arbitration is also the issue in the employee's complaint to the OCRC or EEOC. If a question of arbitrability of the grievance arises, it is agreed that an arbitrator other than the one assigned to hear the original grievance shall be selected by the parties.

### **SECTION 3. Time Limits**

- A. Grievances may be withdrawn at any step of the grievance procedure. Grievances that are not timely filed shall not be considered. Grievances not appealed within the designated time limits will be treated as withdrawn grievances. Moreover, an employee shall be entitled to withdraw his/her grievance at any step.
- B. The time limits at any step may be extended in writing by mutual agreement of the parties involved at the particular step.

### **SECTION 4. Time Off**

The President, Vice President and/or Union Stewards, previously identified by the Union, shall be permitted time off work, up to one (1) hour per week without loss of pay, to investigate and process grievances. The Union Steward shall not leave his/her work to investigate, file or process grievances without first getting permission and making mutual arrangements with his/her supervisor or designee, as well as the supervisor of any unit to be visited. Such arrangements shall not be unreasonably denied. Grievance investigation, filing, or processing shall not interfere with one's normal work duties.

### **SECTION 5. Relevant Witnesses and Information**

The Union and the Employer may request the production of specific documents, books, papers or witnesses reasonably available from the Union or the Employer and relevant to the grievance under consideration. Such request shall not be unreasonably denied.

### **SECTION 6. State Personnel Board Of Review (SPBR)**

The SPBR and the Human Resources Commission shall not have jurisdiction concerning bargaining unit employees.

## **ARTICLE 14: PROBATIONARY PERIOD**

**SECTION 1.** New employees shall be considered to be on probation for a period of one-hundred eighty (180) calendar days. The probationary period shall begin on the employee's first date of hire. The Employer shall have sole discretion to discipline or discharge such probationary employees, and such actions during this period cannot be reviewed through the Grievance Procedure. Employees who do not meet the Employer's expectations may be failed at any time during the probationary period. Upon written notification to the Union and the employee at least five (5) calendar days prior to the end of the normal period, the Employer may extend the probationary period for not more than an additional forty-five (45) days. Employees whose probation is extended will be given reasonable training and assistance.

**SECTION 2.** Each new employee shall receive a probationary evaluation as soon as possible after the completion of the first half of his/her probationary period. Each new employee shall receive a final probationary evaluation before the end of his/her probationary period.

**SECTION 3.** If at any time during the probationary period the Employer determines a new employee may be better suited for another position within his/her current classification and a vacancy exists, the Employer may transfer the new employee to this vacancy.

## **ARTICLE 15: SENIORITY**

**SECTION 1.** Seniority shall be defined as a bargaining unit employee's uninterrupted length of continuous service with the CSEA except that employees hired on or before December 21, 1987 shall retain any seniority amassed while employed by the Cuyahoga County Department of Human Services, Cuyahoga County Prosecutors Office, Cuyahoga County Juvenile Court and the Cuyahoga County Domestic Relations Court. An employee shall have no seniority during his/her probationary period. However, seniority shall become retroactive to the date of hire once the probationary period is completed.

**SECTION 2.** For purpose of vacation accrual only, seniority shall be a bargaining unit employee's total length of service with CSEA and any political subdivision of the State of Ohio.

**SECTION 3.** Within thirty (30) days after the signing of the contract and annually thereafter the Employer shall provide the Union with one (1) copy of a current seniority list. The Union shall meet with the Employer to review the seniority list whenever necessary. The seniority list shall be made up by classification and shall contain, in order of seniority, the name, department, position and date of hire of each employee.

**SECTION 4.** Seniority shall be broken and employment separated when an employee:

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

**SECTION 5.** Ties that occur in seniority between employees with the same hire date shall be broken through the last four digits of the employees' social security number. Pursuant to this tie-breaker, the employee with the highest number shall be deemed to be the more senior employee (e.g., 9999 being the highest).

## **ARTICLE 16: HOURS OF WORK**

**SECTION 1.** Forty (40) hours shall be the normal workweek for full-time employees. Employees shall be allowed a one (1) hour paid lunch period. To qualify for the paid lunch period, employees must be at work a minimum of five and one-half (5.5) hours inclusive of the lunch period and the lunch period cannot be used to make up tardiness or to leave work early. If the County adopts a policy requiring non-bargaining employees to be in attendance at work a minimum period of time prior to and following the lunch period, it shall also be observed by the bargaining unit employees effective at the time it is implemented for non-bargaining employees.

**SECTION 2.** In the event it is necessary to change the hours of work starting and/or quitting time of any shift and/or schedule of hours, the Employer shall first meet with the Union to discuss said changes.

**SECTION 3.** All bargaining unit employees shall receive time and one-half (1 1/2) their normal hourly rate for all hours worked in excess of forty (40) in one week except that an employee may arrive late the following workday in an amount equal to the number of additional hours worked provided the employee receives prior approval from his/her supervisor.

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

**SECTION 5.** The Employer shall have the right to offer compensatory time off in lieu of pay for overtime when such overtime is offered to employees. When the Employer has authorized the use of compensatory time, requests for use of compensatory time will be given in writing two (2) days in advance. Approval for the use of compensatory time shall be based on operational needs. The employee shall be notified fifteen (15) working days in advance of any compensatory time being converted into cash payment. Compensatory time will be at time and one-half (1 1/2) the employee's rate of pay and must be taken within 180 calendar days. The use of compensatory time is voluntary.

**SECTION 6.** Overtime shall be offered by seniority, qualifications, and classification within a supervisory unit on a rotational basis. Overtime may be offered for a project and/or on a caseload basis. Overtime offered and refused shall be counted as overtime worked. (Approved absence does not equal refusal.) The Employer shall have the ability to assign mandatory overtime starting with the least senior employee on a rotational basis. Overtime accepted and not worked is subject to discipline, unless the employee's absence is excused by management. Overtime accepted and not worked subjects employees to removal from the project unless the absence is excused by management.

**SECTION 7.** Employees who are not working productively during an overtime project shall meet with management to discuss their performance on the project. If an employee warned in writing continues to perform at an unacceptable level during the overtime project he/she may be removed from the project.

### **ARTICLE 17: PART-TIME EMPLOYEES**

The Employer will have the right to hire part-time employees. A part-time employee is one who regularly works less than thirty (30) hours in a workweek. Part-time employees shall not be a part of the bargaining unit. In the event of a layoff, part-time employees shall be laid off before regular full-time employees.

## **ARTICLE 18: UNEXCUSED ABSENCE NOTIFICATION**

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

## **ARTICLE 19: LABOR MANAGEMENT COMMITTEE**

**SECTION 1.** In the interest of promoting sound management relations, the Employer and the Union agree to hold quarterly labor management meetings. The meetings will be attended by the Department Director and/or designees and an equal number of Union members, not to exceed three representatives for each party unless mutually agreed to on a case by case basis in writing.

**SECTION 2.** Labor management meetings will be scheduled at least five (5) workdays in advance at a time and location mutually agreeable to the parties.

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

**SECTION 4.** Labor management meetings are not intended to nor shall they result in an alteration or modification of the labor agreement.

## **ARTICLE 20: REST PERIOD**

There shall be one (1) fifteen (15) minute rest period for each four (4) hours worked. The time represents actual time away from the employee's regular duties. The rest period will be scheduled during the middle two (2) hours of each half shift to the extent practicable, but it may not be scheduled immediately before or after the meal period or at the start or end of a shift. When employees work beyond their regular quitting time the County shall provide each employee with additional rest periods as provided above.

## **ARTICLE 21: REPORT-IN PAY**

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

## **ARTICLE 22: CALL-IN PAY**

An employee who is called into work at a time he is not regularly scheduled to report for work shall receive a minimum of four (4) hours work or four (4) hours pay in lieu thereof at the applicable overtime premium.

## **ARTICLE 23: FLEX-TIME**

**SECTION 1.** The CSEA Administrator and/or designee may authorize employees to participate in flex-time. Such determination shall remain the sole discretion of the Administrator and/or designee(s), including eligibility criteria and flextime options. However, flex-time options may be discussed at labor/management meetings, including the feasibility of implementing flex-time on a unit basis. Eligibility to participate in the flextime options is not subject to the grievance procedure.

Where practical and feasible, flex-time options for bargaining unit employees may include:

- A. Variable starting and ending times;
- B. Compressed work week (i.e., four ten hour work shifts);
- C. Schedule adjustments for pre-scheduled medical appointments where the employee obtained written authorization from management prior to attending the appointment.

**SECTION 2.** On a quarterly basis, employees shall have the opportunity to change their start time within the core hours specified by the Employer for each unit based on agency seniority.

**SECTION 3.** If an unforeseen emergency situation occurs, the Employer may permit employees to temporarily change their schedule within the core hours if supervision is available with the division and building. Approval may be conditioned upon receipt of verification of the emergency that is acceptable to the Employer. The Employer may approve emergency vacation or compensatory time off instead of adjusting core hours. Approval may be conditioned upon receipt of verification of the emergency that is acceptable to the Employer.

**SECTION 4.** The Employer shall provide new employees with an explanation of core hours and available start times during new employee orientation.

### **ARTICLE 24: INCLEMENT WEATHER**

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

**SECTION 1. WHOLE DAY CLOSING:** If the CSEA offices are closed for an entire day, all employees who were scheduled to work on that day shall be paid their regular straight time rate for any regular hours they were scheduled to work. Employees not scheduled to work on an inclement weather day due to vacation, sick leave, compensatory time, etc., shall be charged for the leave as though no inclement weather day was declared. For the purpose of this section, Article 21 (Report In Pay) shall not be applicable.

**SECTION 2. PARTIAL (EARLY) DAY CLOSING:** If the CSEA offices are closed after the start of a regular work day, the Employer shall have discretion to designate essential staff who shall be required to remain at work as though no inclement weather day was declared. All employees not designated as "essential staff" who reported for work and are present when the office closing is announced, shall be paid their regular straight time rate for the remainder of their normal work day as though they were at work. Essential staff shall remain at work. However, such employee shall receive "early closing time" leave on an hour for hour basis. The early closing leave time must be exhausted within ninety (90) calendar days from the date of accumulation.

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

### **ARTICLE 25: BARGAINING UNIT WORK**

**SECTION 1.** The County may use supervisors and other non-bargaining personnel to perform work that can be or is currently performed by bargaining unit employees as long as the use of supervisors and other non-bargaining personnel does not reduce the normal work hours or cause a layoff of bargaining unit employees. The County may also use part-time employees, as stated in Article 17.

**SECTION 2.** The County may subcontract work that can be or is currently performed by bargaining unit employees as long as the use of subcontractors does not reduce the normal work hours or cause a layoff of bargaining unit employees.

## **ARTICLE 26: OVERTIME-PREMIUM PAY**

**SECTION 1.** All employees in the job classifications covered by this Contract shall receive time and one-half (1 - 1 /2) their respective rate of pay for all hours worked in excess of forty (40) hours in one week except that an employee may arrive late the following workday in the amount equal to the number of additional hours worked provided the employee receives prior approval from his/her supervisor.

**SECTION 2.** For the purposes of computing overtime pay, holidays, vacations, and any other time in active pay status, except sick leave, shall be counted as hours and days worked.

**SECTION 3.** 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.

**SECTION 4.** The Employer shall have the right to offer compensatory time off in lieu of pay for overtime when such overtime is offered to employees. When the Employer has authorized the use of compensatory time, requests for use of compensatory time will be given in writing two days in advance. Approval for the use of compensatory time shall be based on operational needs. The employee shall be notified fifteen (15) working days in advance of any compensatory time being converted into cash payment. Compensatory time will be at time and one-half (1 1/2) the employees' rate of pay and must be taken within 180 calendar days. The use of compensatory time is voluntary.

## **ARTICLE 27: HOLIDAYS**

**SECTION 1.** All regular full-time employees shall be entitled to the following holidays: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day.

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

**SECTION 3.** To be entitled to holiday pay, an employee must be on the active payroll (i.e., actually receives pay) during the week in which the holiday falls.

Further, to be entitled to holiday pay, employees must actually work the scheduled workday before and the scheduled workday after the holiday. For the purposes of this paragraph, prior approved vacation, verified funeral leave, verified accident or injury which requires hospitalization as in-patient or out-patient, and any other written prior approved paid leaves of absence will be considered as hours worked.

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

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

**SECTION 6.** All regular full-time employees shall be entitled to one (1) personal day in each calendar year. The personal day may be used contingent upon the operational needs of the Employer. A written request for use of a personal day must be submitted at least twenty-four (24) hours in advance. In the event numerous requests are made for a certain day, seniority shall govern. A personal day must be used in a full eight (8) hour increment. Probationary employees (new hires) are ineligible to use a personal day. A personal day cannot be accrued from one calendar year to another.

## **ARTICLE 28: VACATIONS**

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

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

**SECTION 3.** The County shall permit an employee to accumulate and carry over his/her vacation leave to the following year, but in no case shall vacation leave be carried over more than three (3) years. 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

Once employees surpass the maximum allowable vacation amount for their particular earning rate, they have a period of one year from the date in which the maximum balance was surpassed to use or forfeit the time in excess of the allowable amount. Each time an employee surpasses the maximum allowable amount a new date is established for the use or expiration of these hours.

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

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

**SECTION 6.** With submission of appropriate evidence, an employee who experiences illness, injury or death in the family while on vacation leave shall be granted sick leave instead, upon request.

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

**SECTION 8.** Vacation leave may only be taken with prior approval of management. Employees may take their vacations during the calendar year. During the first quarter of each calendar year employees will be given an

opportunity to indicate their vacation leave preference through the County's electronic time system (currently MyHR). By May first (1st) of each year, a written vacation schedule (by operational unit) will be prepared by the County and posted (and individual written confirmation given to each employee) with priority given to employees according to their bargaining unit seniority. Once the vacation schedule is determined it shall not be changed without the consent of the involved employee. Decisions to approve vacation requests for any employee who fails to make his/her vacation application during the appropriate period will be made without regard to seniority based upon when the application was made except when two (2) employees request vacation on the same day for the same future time period, seniority will govern. The Employee will receive a response to the unscheduled vacation request no later than three (3) work days of receipt of the request by their immediate supervisor. Unscheduled vacation shall be posted once it has been approved. The duration of an employee's vacation shall be limited only by operational needs and the employee's time accrued.

## **ARTICLE 29: 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 accumulated sick leave is used, then the employee will accumulate sick leave at the rate previously specified.
- C. Pay for sick leave shall be at the employee's regular straight time hourly rate (or portion thereof if absent for less than a full day).

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

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

**SECTION 4.** An employee shall be granted sick leave with pay for illness or injury of the employee or a member of his/her immediate family, for medical, dental, or optical examination, or treatment of an employee or a member of his/her immediate family; or when through exposure to a contagious disease, as

verified by a doctor's statement which shall be submitted upon the employee's return to work, the presence of the employee at his/her job would jeopardize the health of others. A pregnant employee shall also be granted sick leave for pregnancy provided the employee has accumulated earned paid sick leave. For purposes of this paragraph, an employee's immediate family, is defined as his/her spouse, mother, father, child(ren), mother-in-law, father-in-law, brother or sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, a legal guardian or other person who stands in place of a parent (loco parentis), or any other relative residing with the employee.

**SECTION 5.** To be eligible for sick leave with pay, an employee must report the reason for his/her absence to his/her supervisor or, if unavailable, a designated manager, no later than one-half (1/2) hour before his/her scheduled starting time except for unusual circumstances beyond his/her control. The telephone numbers for the employee's supervisor, and the designated manager will be made available to each bargaining unit employee.

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

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

**SECTION 8.** An employee who is hurt on the job shall have the option of using his/her sick leave, workers' compensation benefits, or his/her vacation, whichever he/she prefers.

## **ARTICLE 30: EXTENDED UNPAID SICK/MEDICAL LEAVE**

**SECTION 1.** An employee shall be granted medical leave of absence without pay for a period of no less than five consecutive workdays but not to exceed six months because of personal illness or injury that disables the employee from performing the essential functions of his/her job (including medical conditions related to pregnancy or childbirth) or an illness/injury of an employee's child (including a child for whom the employee is the legal guardian), spouse, or parent, but not including the employee's parents in-law, supported by medical evidence satisfactory to the County if the employee has reported such illness or injury to the Department of Human Resources by not later than the second day of absence or as such circumstances would allow.

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

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

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

**ARTICLE 31 : LEAVE PROVIDED PURSUANT TO THE FAMILY AND  
MEDICAL LEAVE ACT ("FMLA")**

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

**ARTICLE 32: FUNERAL LEAVE**

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

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

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

**ARTICLE 33: JURY AND WITNESS DUTY**

An employee called for jury duty or subpoenaed as a witness shall be granted a leave of absence for the period of jury service or witness service, and will be compensated for the difference between his/her regular pay and jury duty pay or witness pay for work absences necessarily caused by the jury duty or witness duty. To be eligible for jury duty pay or witness pay, an employee shall turn in to the County a jury pay voucher or a witness pay voucher showing the period of jury service and the amount of jury pay or witness pay received.

### **ARTICLE 34: MILITARY LEAVE**

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

**SECTION 2.** An employee of the Employer, who is a member of the Ohio National Guard, Ohio Defense Corps, Naval Militia, or members of other reserve components of the Armed Forces of the United States, shall be entitled to a leave of absence for his/her respective duties without loss of pay for such time as he/she is in military service and field training or active duty for periods not to exceed thirty-one (31) days in any calendar year.

### **ARTICLE 35: PARENTAL LEAVE**

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

**SECTION 2.** An employee whose wife or domestic partner gives birth shall be granted a five day leave of absence which shall be charged against the employee's accumulated paid sick leave or vacation leave or as an unpaid leave, at the employee's option. The County may require verification of said birth. For the purpose of this Section, domestic partner is defined as two non-related adults who have chosen to reside in the same household.

### **ARTICLE 36: UNION LEAVE**

Upon the written request of the local Union president or his/her designee, a leave of absence without pay not to exceed thirty (30) calendar days may be granted to no more than two (2) employees agency wide to perform any function on behalf of the Union provided that seventy-two (72) hours advance notice is received, exclusive of weekends and holidays.

### **ARTICLE 37: EDUCATIONAL LEAVE**

An employee may be granted a leave of absence without pay for educational purposes relating to the operations of the County.

### **ARTICLE 38: COURT LEAVE**

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

### **ARTICLE 39: PERSONAL LEAVE**

For those employees who have completed their probationary period, personal leaves of absence may be granted without pay for cause shown for a period not to exceed six (6) months. Such leaves of absence may be extended by the Employer but in no case will any employee be permitted to exceed six (6) months continuous leave under this paragraph in any one (1) calendar year except in serious or unusual circumstances. Applicable paid leave must be exhausted prior to granting unpaid personal leave.

### **ARTICLE 40: APPLICATION FOR LEAVE OF ABSENCE**

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

### **ARTICLE 41: OTHER PROVISIONS REGARDING LEAVE OF ABSENCE**

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

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

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

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

## **ARTICLE 42: JOB VACANCIES/LATERAL TRANSFERS**

**SECTION 1.** Whenever the Employer determines to fill a permanent position within the bargaining unit and such a position is not filled through recall from a layoff list, a notice of such vacancy shall be posted for a period of seven (7) calendar days not including the date of posting. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application on forms supplied by the County or through electronic submission if required by the County. Selection methodology will be placed on the CSEA website. The County shall not be obliged to consider applications submitted after the seven (7) calendar day posting period has expired or to consider applicants who do not meet the minimum job related qualifications. Postings shall contain the classification title, rate of pay, education, and experience required, shift, and a brief summary of the job duties. A copy of the application shall be retained by the employee.

**SECTION 2.** Employees who are promoted to a higher position within the bargaining unit shall be placed at the lowest step in the appropriate pay range that provides a minimum of a 5% pay increase. Employees who are voluntarily or involuntarily demoted shall be placed at that step in the appropriate pay range that constitutes not less than a 5% decrease.

**SECTION 3.** Lateral transfers shall be limited to transfers between divisions and to specialized units within a division. The County reserves the right to implement administrative transfers to meet operational workloads, or to restructure or reorganize operations, or to insure compliance with non-discrimination policies or other legitimate operational needs. When the County implements administrative transfers, it shall first seek volunteers among the qualified employees in the classification(s) and unit(s) affected and if the number of volunteers is insufficient the least senior qualified employees will be transferred.

**SECTION 4.** All applications timely filed will be reviewed by the Employer and the job will be awarded to a qualified applicant for the position based upon skill, experience, education, attendance, work and disciplinary record, past job performance, and seniority. Timely bids from qualified internal applicants shall be considered in a separate pool and be given first priority before consideration of applicants from outside CSEA. In the event that two (2) or more employees have substantially equal qualifications, the applicant with more bargaining unit seniority will be selected. No employee will be automatically disqualified for a transfer or

promotion because of prior disciplinary action against them, where the discipline did not result in a suspension or removal, and where the discipline was imposed more than one (1) year from the date the employee applies for the transfer or promotion.

**SECTION 5.** An employee selected through this process shall be given a one-hundred and twenty (120) day probationary period to demonstrate that he/she is qualified for the position. Employees who do not meet the County's expectations may be failed at any time during the probationary period. Upon written notification to the union and the employee at least five (5) calendar days prior to the end of the normal period, the employer may extend the probationary period for not more than an additional forty-five (45) days. Should an employee fail to qualify for the position during the probationary period, he/she shall be returned to his/her former classification, or in the case of a lateral transfer, to his/her former division.

**SECTION 6.** A notice shall be posted on CSEA's inner web showing the name of the applicant selected or indicating that no one was selected. Upon written request from the Union, Human Resources shall share documentation that the selected candidate meets minimum qualifications for the position. If no internal application is received, or if none of the internal applicants are qualified for the job, the County may fill the job with a qualified new employee.

**SECTION 7.** CSEA has the right to administer promotional examinations and examinations for lateral transfers between divisions and transfers to specialized units within a division. Any promotional or lateral examination that is administered to bargaining unit employees by CSEA for positions in the bargaining unit shall be reasonable and job related. If an examination is grieved, the parties will make every effort to safeguard the security of the exam. If a grievance exists, the Union staff representative and a steward shall be permitted to review the exam in the presence of a management representative. The test shall not be copied and test questions or information relative to the exam shall be shared by the Union with any employee.

**SECTION 8.** A newly hired employee must have been in their classification for twelve (12) months before being eligible for a lateral transfer. An employee who is laterally transferred shall not be eligible for another lateral transfer for a period of twenty-four (24) months.

**SECTION 9.** Opportunities for job advancement training may be made available during the term of this Agreement. Job advancement training may be placed on the agenda for discussion during labor/management meetings, including the possibility of developing an internal certification program for Information Processors desiring to be promoted to Support Officer. The parties shall have

the authority in labor/management to adopt such a program. The requirements of the certification program shall be determined by management.

### **ARTICLE 43: TEMPORARY TRANSFERS**

**SECTION 1.** The Employer may temporarily transfer employees from one job classification to another job classification. A temporary transfer shall not exceed one-hundred twenty (120) calendar days except:

- A. To fill a vacancy caused by an employee being on sick or other approved leave of absence, or;
- B. To provide vacation relief scheduling, or;
- C. To fill an opening temporarily, pending filling of such opening.

**SECTION 2.** If the County temporarily transfers an employee to a higher rated job classification in the bargaining unit, he/she shall be placed in the lowest step of the pay range for the classification which provides a minimum of a five percent (5%) increase. If the rate of pay for the other job classification is lower, the employee shall retain his/her regular rate of pay.

**SECTION 3.** In the event it becomes necessary to extend the one-hundred twenty (120) day limitation on transfers, the Employer and the Union shall meet to discuss the matter.

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

**SECTION 5.** If the County temporarily transfers an employee to a position that is outside of the bargaining unit, the County shall discontinue dues deduction and the employee shall be treated as non-bargaining employee in all respects, except that the employee's health insurance and participation in the AFSCME Care Plan shall not be changed for a period of up to six months. The employee shall not be represented by the Union during the temporary transfer out of the bargaining unit. However, if the transfer is involuntary, the employee shall be entitled to Union representation.

## **ARTICLE 44: CUSTOMER SERVICE QUALITY TREATMENT**

It is hereby agreed that all bargaining unit employees shall adhere to the following:

Customers/Clients and co-workers shall be treated with dignity and respect at all times.

Customers/Clients shall receive prompt, courteous services in connection with the mandated and/or agency policies, procedures and standards at all times.

## **ARTICLE 45: CIVIL SERVICE LAWS**

No section of the Civil Service laws contained in Ohio Revised Code Chapter 124 shall apply to employees in the bargaining unit and it is expressly understood that the Ohio Department of Administrative Services, the State Personnel Board of Review and the Cuyahoga County Human Resources Commission shall have no authority or jurisdiction as it relates to employees in the bargaining unit.

## **ARTICLE 46: LAYOFFS**

**SECTION 1.** Whenever it is necessary because of lack of work or lack of funds or whenever it is advisable in the interest of economy or efficiency to reduce the working force, the County shall layoff employees covered by this Agreement in inverse order of bargaining unit seniority.

**SECTION 2.** Employees shall be laid off on the basis of inverse order of bargaining unit seniority within their classification, bargaining-unit wide. When the seniority of two (2) or more employees is equal, the tie shall be broken pursuant to the Seniority Article. An employee shall have the right, on the basis of bargaining unit seniority, to bump other employees in an equal or lower rated classification provided they qualify and can perform the work in question as determined by the Employer. To be eligible to bump into an equal rated classification, the bumping employee cannot have been suspended or demoted (as a result of discipline or in lieu of discipline) within the two years prior to the date of bumping.

**SECTION 3.** Before any bargaining unit employee is notified of his/her layoff under the above provisions, the County and the Union shall meet immediately for the purpose of attempting to find an available job within the bargaining unit. A displaced employee must accept any vacancy in an equal rated bargaining unit classification for which the employee is qualified. A displaced employee may accept any vacancy in a lower rated bargaining unit classification for which the employee is qualified. Employees accepting a vacancy in another classification

or bumping into another classification in the same division or specialized unit that they have not held within the preceding two years or into any classification in another division or specialized unit shall serve a 120 calendar day probationary period. An employee who fails such probationary period shall be laid off and be placed on a recall list.

**SECTION 4.** It shall be at the option of the employee as to whether he/she shall exercise his/her seniority rights to "bump" into another classification or to take a direct lay off.

**SECTION 5.** Regular full-time employees shall be given a minimum of two (2) weeks advanced written notice of layoff indicating the circumstances which make the layoff necessary.

**SECTION 6.** In the event an employee is laid off, he/she shall receive payment for earned but unused vacation and for any unpaid overtime as quickly as possible but no later than fourteen (14) calendar days after the layoff.

#### **ARTICLE 47: RECALL FROM LAYOFF**

**SECTION 1.** Recall lists shall be created for each classification for which there is an employee who was laid off or displaced from a position in that classification. The most senior employee on the list for a given classification will be recalled when a vacancy that the County determines to fill arises in that classification.

**SECTION 2.** An employee on layoff will be given fourteen (14) calendar days' notice of recall from the date on which the County sends the recall notice to the employee by registered mail to his/her last known address as shown on the County's official personnel records. It is the obligation of the employee to keep the County advised in writing of his/her current address.

**SECTION 3.** If an employee fails to report back to work when recalled within the fourteen (14) calendar day period stated above, his/her employment shall be separated, unless satisfactory excuse is shown.

**SECTION 4.** In the event a job opening occurs in a lower rated bargaining unit classification for which the employee is qualified, the most senior employee on layoff will be given the option of accepting the job or not. If the employee accepts the job opening he/she will have the right to claim his/her original classification in the event it becomes available within two (2) years from the date of his/her layoff.

**SECTION 5.** Laid-off employees accepting a vacancy in another classification or who are recalled back into a classification they held at the time of layoff, but into another division or specialized unit, shall serve a 120 calendar day probationary

period. An employee who fails such probationary period shall be placed back on the recall list until his/her rights expire pursuant to the Seniority Article of this Agreement.

#### **ARTICLE 48: JOB DESCRIPTIONS AND CLASSIFICATIONS**

**SECTION 1.** Each job description lists the major or central duties of the particular job and shall include automatically all functionally related duties, whether listed or otherwise.

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

**SECTION 3.** The County shall make available to the Union the current job description for all jobs and all job classifications in the bargaining unit. Whenever a change occurs in the description of any such job, the County agrees to provide the Union with a copy of the new job description before the job description is put into effect. The employee whose job description has been changed shall also be provided a copy of the new job description before it is put into effect.

**SECTION 4.** The County will promptly notify the Union of its establishment of new classifications at CSEA. If a new classification is a successor title to a classification covered by this Agreement with no substantial change in duties, the new classification shall automatically become a part of this Agreement. If a new job is established which has not been previously classified and the new classification contains part of the work now done by any classification in the bargaining unit or shares a community of interest with classifications in the bargaining unit, the Union may notify the County it believes the classification should be in the bargaining unit within 30 days of its receipt of the County's notice. The Parties shall then meet within 21 days of such notice to review the classification description. Where the parties reach agreement, they shall file a joint petition for amendment of certification before the State Employment Relations Board ("SERB") to include the new classification. If unable to agree as to its inclusion or exclusion, the parties shall submit the question to SERB for resolution.

#### **ARTICLE 49: JOB CLASSIFICATION SPECIFICATIONS**

**SECTION 1.** The County agrees to continue to utilize the current job classification specifications in effect on the date of the signing of this Contract. The County reserves the right to make changes in job classification specifications, however, said changes shall not be made for arbitrary or capricious reasons.

**SECTION 2.** The County shall meet with the Union at least ten (10) working days prior to making changes in job classification specifications for the purpose of discussing such changes.

**SECTION 3.** If substantial changes in the method of operation of bargaining unit job occur, or if a new bargaining unit job is established which has not been previously classified, the County shall meet with the Union for the purpose of establishing a classification and rate of pay or placing the job in an existing classification. In the event the parties are not able to agree on the rate of pay for the new job, the Union shall have the right to submit the issue to arbitration as provided in Step 3 of the Grievance Procedure set forth herein.

#### **ARTICLE 50: JOB AUDITS**

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

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

**SECTION 3.** If it is determined that an employee should be reclassified to a lower rated classification, the employee shall be placed in that rate in the applicable pay range which is closest to but less than their current rate. The position shall be reclassified to the lower rated classification.

**SECTION 4.** Audit determinations shall be based upon the County job classification specifications. The Union shall be informed of the determination of all job audits at the time such determination is made. Grievances arising out of the determination of any job audit shall be initially submitted to Step 2 of the Grievance Procedure.

#### **ARTICLE 51: ORIENTATION AND IN-SERVICE TRAINING**

The County shall provide new hire orientation and training. Additionally, the County shall orient and train newly transferred and/or promoted employees. The County shall provide the Union with an opportunity to speak to all new bargaining unit employees during orientation.

### **ARTICLE 52: ADDRESS NOTIFICATION**

It is the obligation of each employee to keep the County advised of his/her current street/home address and telephone number for the purposes of this Contract, and the County shall rely on the last address supplied by an employee. An employee may also provide the County with a mailing address in addition to his/her home/street address. Within thirty (30) days after signing of this Contract, the County shall give to the Union the names of all employees who are members of the Union and covered by this Contract, together with their addresses as they appear on the records of the County.

### **ARTICLE 53: EMERGENCY EVACUATION PROCEDURE**

The County shall, in consultation with the appropriate safety authorities, establish properly planned emergency evacuation routes and procedures at all of its locations. Once established, notice of said routes and procedures shall be permanently and conspicuously posted at each location, and appropriate emergency exit signs and arrows shall be erected.

### **ARTICLE 54: SECURITY**

The County shall provide adequate security at each of its locations.

### **ARTICLE 55: AIR CONDITIONING**

The County shall attempt to provide air conditioning at all of its locations as soon as current leases allow or at the time new leases are negotiated, whichever is sooner. At those locations which are presently air conditioned, the equipment shall be adequately maintained so as to be operable at all times.

### **ARTICLE 56: LUNCHROOM**

The County shall continue to provide a lunchroom at the current locations of CSEA that bargaining unit employees may use. The lunchrooms shall continue to be equipped with a refrigerator, a microwave and a sink.

### **ARTICLE 57: FIRST AID**

At each CSEA location, a Red Cross type first aid kit will be maintained and made available by security personnel or, where there is no on-site security, by a designated supervisor.

### **ARTICLE 58: OFFICE SUPPLIES AND EQUIPMENT**

The County will provide employees with all the supplies and equipment necessary for the adequate performance of their job duties.

### **ARTICLE 59: MILEAGE**

Effective on the first day of the first month following ratification of this Agreement by both parties, all employees required to use their automobiles in the performance of their duties shall be reimbursed such actual mileage at the IRS rate. If the IRS rate changes, the rate change will be implemented within 30 calendar days from the date that the IRS rate goes into effect and shall be retroactive to the effective date of the change by the IRS.

### **ARTICLE 60: PARKING**

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

### **ARTICLE 61: IDENTIFICATION CARDS**

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

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

At an employee's request, the County shall provide an updated ID card after the employee's seventh anniversary date of hire and thereafter after the passage of seven years from receipt of the updated card. Nothing in this article is intended to limit the County's right to require that an ID card be updated whenever the County deems it appropriate.

## **ARTICLE 62: 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) Standard Benefit Plans**

The biweekly health insurance contribution rates shall be as follows:

- 1) Effective January 1, 2013: Employer 90% of plan costs; employees 10% plan costs;
- 2) Effective January 1, 2014: Employer 90% of plan costs; employees 10% of plan costs;

### **b) MetroHealth Plan**

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

**SECTION 3.** Effective January 1, 2013, the County shall contribute 90% of the costs of the ancillary benefit plans (i.e., life and vision) and the employee shall contribute 10%.

**SECTION 4.** 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 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 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 63: AFSCME CARE PLAN**

Effective January 1, 2013, the County shall contribute to the AFSCME Care Plan \$56.00 per month for each employee in the bargaining unit for the provision of dental benefits.

#### **ARTICLE 64: SICK LEAVE CONVERSION**

An employee may elect, at the time of formal retirement from active service with the County and with ten (10) or more years of prior service with the State or any political subdivisions, to be paid in cash for twenty-five percent (25%) of his/her total unused accumulated paid sick leave. Such payment for sick leave on this basis shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee. The maximum payment shall not exceed thirty (30) days.

## **ARTICLE 65: BI-LINGUAL PAY SUPPLEMENT**

The Employer will pay the supplement of five percent (5%) of the employees' current base rate to bargaining unit employees who are designated by the Employer to perform bilingual services in any job classification. The Employer shall establish the eligibility criteria for this supplement including languages needed. If the person(s) who are designated to receive the bi-lingual pay supplement are not available at times when such skills are needed, then other bilingual employees may be required to fill this need without receiving the supplement. When a non-designated employee is regularly required to spend more than 20% of their working hours speaking the second language in the performance of their job, they will become eligible for the bilingual pay supplement.

## **ARTICLE 66: WAGES**

**SECTION 1.** All bargaining unit classifications shall be assigned to the pay ranges set forth in the wage schedule contained in Appendix A or Appendix B and fully incorporated herein by reference. Employees hired on or before the date of full execution of this Agreement shall be paid pursuant to their current step contained in Appendix A. Effective 2012, an employee shall advance to the next rate of his/her pay range in Appendix A beginning on the first day of the first full pay period in October and so forth at annual intervals in October until the maximum rate of their respective pay range is reached.

**SECTION 2.** New employees hired after the date of the full execution of this Agreement, shall be paid at the starting rate of the pay range to which their new classification has been assigned contained in Appendix B. An employee shall advance to the next rate of his/her pay range beginning on the first day of the first full pay period in October of the calendar year following his/her hire and so on at annual intervals until the maximum rate of their respective pay range is reached.

**SECTION 3.** The following is a complete listing of the across-the-board adjustments to the wage schedule that shall take place during the life of this contract:

- 1) 1% increase effective July 1, 2012;
- 2) 2% increase, effective January 1, 2013;
- 3) 2% increase, effective January 1, 2014.

**SECTION 4.** Support Officer 1 and 2 classifications shall be combined into one job classification of "Support Officer." The Support Officer 3 classification will be retitled as "Support Officer Lead."

**SECTION 5.** Employees whose rates of pay are above the established pay steps shall receive the across-the-board increases as stated in Section 3 above.

## **ARTICLE 67: FITNESS FOR DUTY EXAMINATION**

**SECTION 1.** Where there is reasonable suspicion 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 Employer time and at Employer 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, the public 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 Department of Human Resources the same day. If Human Resources determine that there is probable cause, it 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. An employee involved in a motor vehicle accident while in the course and scope of employment or while operating a County vehicle shall be subject to a test if the Employer has reason to suspect alcohol or illegal drug use.

**SECTION 6.** An employee shall be entitled to speak to a Union representative before testing is administered unless none is available.

**SECTION 7.** Where the Employer determines that there is reasonable suspicion, as defined in Section 1, a refusal to be tested shall be treated as a positive test result and a cause for removal. If an employee's first test is positive for drugs or alcohol, the employee shall be given the opportunity to voluntarily submit to

substance abuse treatment. If an employee refuses to submit to treatment, said employee shall be subject to the disciplinary procedure. However, this section shall not absolve an employee from discipline for a work rule infraction.

**SECTION 8.** 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 Employer 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 9.** 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 Employer 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 have these samples sent to a NIDA certified laboratory of his/her choosing for retesting. If the retest result is negative, the expense shall be paid by the Employer.

**SECTION 10.** Employees who may be drug or alcohol dependent are encouraged to voluntarily seek professional assistance through a reputable treatment program. The Employer's Employee Assistance Program can provide counseling and referral. All records of an employee seeking medical rehabilitation for drug or alcohol dependency, either through EAP. or otherwise, will be kept strictly confidential. Voluntary assistance should be sought before dependency affects job performance so as not to endanger fellow employees, clients, the public, or otherwise adversely impact the employee's ability to perform his/her job duties.

**SECTION 11.** The EAP. 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 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 12.** Any employee found to have positive screens for drugs and/or alcohol must be given medical clearance by a qualified physician acceptable to the Employer before returning to work.

### **ARTICLE 68: SAVINGS CLAUSE**

It is the intent of the County and the Union that this Contract comply in every respect with the applicable legal statutes, and administrative regulations adopted pursuant to these applicable legal statutes. If any paragraph or part thereof is declared invalid, or in conflict, the Union shall indemnify and save harmless the County. Further, the paragraph or part thereof shall be null and void, and shall not affect the validity of the remaining parts or paragraphs of this Contract. In the event any paragraph or part thereof is declared invalid or in conflict, the County and the Union shall meet within ten (10) calendar days for the purpose of negotiating a lawful alternate provision.

### **ARTICLE 69: MODIFICATION**

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

### **ARTICLE 70: PRINTING**

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

### **ARTICLE 71: WAGE CONTINUATION**

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

### **ARTICLE 72: PRE-TAX DEDUCTION OF PERS CONTRIBUTIONS**

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

**ARTICLE 73: DURATION**

This Agreement shall be effective as of January 1, 2012 and shall continue in full force and effect through the 31st day of December, 2014.

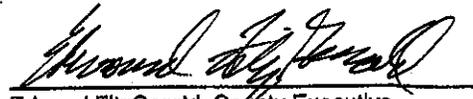
**ARTICLE 74: EXECUTION**

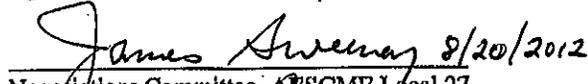
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

FOR THE UNION:

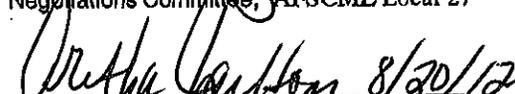
FOR THE COUNTY:

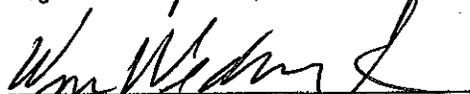
  
Mark Davis, Staff Representative,  
AFSCME Ohio Council 8

  
Edward FitzGerald, County Executive

  
Negotiations Committee, AFSCME Local 27

  
Negotiations Committee, AFSCME Local 27

  
Negotiations Committee, AFSCME Local 27

  
Negotiations Committee, AFSCME Local 27

  
Negotiations Committee, AFSCME Local 27

**Appendix A Rate Table for Employees Hired On or Before the Date of Full Execution of this Agreement**

<b>Pay Range</b>	<b>Titles</b>	<b>Rates</b>	<b>No Increase</b>	<b>1% - July 1, 2012</b>	<b>2% - January 1, 2013</b>	<b>2% - January 1, 2014</b>
1	Information Processor 1	Step 1	\$ 12.75	\$ 12.88	\$ 13.14	\$ 13.40
	Mail Clerk/Messenger	Step 2	\$ 13.26	\$ 13.39	\$ 13.66	\$ 13.93
	Storekeeper 1	Step 3	\$ 13.76	\$ 13.90	\$ 14.18	\$ 14.46
		Step 4	\$ 14.26	\$ 14.40	\$ 14.69	\$ 14.98
		Step 5	\$ 14.75	\$ 14.90	\$ 15.20	\$ 15.50
2	Information Processor 2	Step 1	\$ 14.01	\$ 14.15	\$ 14.43	\$ 14.72
	Legal Service Assistant	Step 2	\$ 14.51	\$ 14.66	\$ 14.95	\$ 15.25
	Support Specialist 1	Step 3	\$ 15.01	\$ 15.16	\$ 15.46	\$ 15.77
		Step 4	\$ 15.51	\$ 15.67	\$ 15.98	\$ 16.30
		Step 5	\$ 16.00	\$ 16.16	\$ 16.48	\$ 16.81
3	Support Specialist 1L	Step 1	\$ 14.75	\$ 14.90	\$ 15.20	\$ 15.50
	Support Specialist 2	Step 2	\$ 15.27	\$ 15.42	\$ 15.73	\$ 16.05
		Step 3	\$ 15.80	\$ 15.96	\$ 16.28	\$ 16.60
		Step 4	\$ 16.36	\$ 16.52	\$ 16.85	\$ 17.19
		Step 5	\$ 16.94	\$ 17.11	\$ 17.45	\$ 17.80
4	Support Specialist 2L	Step 1	\$ 15.20	\$ 15.35	\$ 15.66	\$ 15.97
		Step 2	\$ 15.81	\$ 15.97	\$ 16.29	\$ 16.61
		Step 3	\$ 16.43	\$ 16.59	\$ 16.93	\$ 17.26
		Step 4	\$ 16.89	\$ 17.06	\$ 17.40	\$ 17.75
		Step 5	\$ 17.21	\$ 17.38	\$ 17.73	\$ 18.08
5	Support Officer	Step 1	\$ 15.51	\$ 15.67	\$ 15.98	\$ 16.30
		Step 2	\$ 16.13	\$ 16.29	\$ 16.62	\$ 16.95
		Step 3	\$ 16.76	\$ 16.93	\$ 17.27	\$ 17.61
		Step 4	\$ 17.38	\$ 17.55	\$ 17.90	\$ 18.26
		Step 5	\$ 18.01	\$ 18.19	\$ 18.55	\$ 18.92
		Step 6	\$ 18.63	\$ 18.82	\$ 19.19	\$ 19.58
		Step 7	\$ 19.26	\$ 19.45	\$ 19.84	\$ 20.24
6	Support Officer Lead	Step 1	\$ 17.51	\$ 17.69	\$ 18.04	\$ 18.40
		Step 2	\$ 18.13	\$ 18.31	\$ 18.68	\$ 19.05
		Step 3	\$ 18.76	\$ 18.95	\$ 19.33	\$ 19.71
		Step 4	\$ 19.38	\$ 19.57	\$ 19.97	\$ 20.36
		Step 5	\$ 20.01	\$ 20.21	\$ 20.61	\$ 21.03

**Appendix B Rate Table for New Hires at CSEA**

<u>Pay Range</u>	<u>Titles</u>	<u>Rates</u>	<u>No Increase</u>	<u>1% - July 1, 2012</u>	<u>2% - January 1, 2013</u>	<u>2% - January 1, 2014</u>
1	Information Processor 1 Mail Clerk/Messenger Storekeeper 1	Step 1	\$ 12.25	\$ 12.25	\$ 12.50	\$ 12.74
		Step 2	\$ 12.75	\$ 12.86	\$ 13.14	\$ 13.40
		Step 3	\$ 13.26	\$ 13.39	\$ 13.66	\$ 13.93
		Step 4	\$ 13.76	\$ 13.90	\$ 14.18	\$ 14.46
		Step 5	\$ 14.26	\$ 14.40	\$ 14.69	\$ 14.98
		Step 6	\$ 14.51	\$ 14.65	\$ 14.94	\$ 15.24
		Step 7	\$ 14.75	\$ 14.90	\$ 15.20	\$ 15.50
2	Information Processor 2 Legal Service Assistant Support Specialist 1	Step 1	\$ 13.51	\$ 13.51	\$ 13.78	\$ 14.06
		Step 2	\$ 14.01	\$ 14.15	\$ 14.43	\$ 14.72
		Step 3	\$ 14.51	\$ 14.66	\$ 14.95	\$ 15.25
		Step 4	\$ 15.01	\$ 15.16	\$ 15.46	\$ 15.77
		Step 5	\$ 15.51	\$ 15.67	\$ 15.98	\$ 16.30
		Step 6	\$ 15.76	\$ 15.91	\$ 16.23	\$ 16.56
		Step 7	\$ 16.00	\$ 16.16	\$ 16.48	\$ 16.81
3	Support Specialist 1L Support Specialist 2	Step 1	\$ 14.20	\$ 14.20	\$ 14.49	\$ 14.78
		Step 2	\$ 14.75	\$ 14.90	\$ 15.20	\$ 15.50
		Step 3	\$ 15.27	\$ 15.42	\$ 15.73	\$ 16.05
		Step 4	\$ 15.80	\$ 15.96	\$ 16.28	\$ 16.60
		Step 5	\$ 16.36	\$ 16.52	\$ 16.85	\$ 17.19
		Step 6	\$ 16.65	\$ 16.82	\$ 17.15	\$ 17.50
		Step 7	\$ 16.94	\$ 17.11	\$ 17.45	\$ 17.80
4	Support Specialist 2L	Step 1	\$ 14.70	\$ 14.70	\$ 14.99	\$ 15.29
		Step 2	\$ 15.20	\$ 15.35	\$ 15.66	\$ 15.97
		Step 3	\$ 15.81	\$ 15.97	\$ 16.29	\$ 16.61
		Step 4	\$ 16.43	\$ 16.59	\$ 16.93	\$ 17.26
		Step 5	\$ 16.89	\$ 17.06	\$ 17.40	\$ 17.75
		Step 6	\$ 17.05	\$ 17.22	\$ 17.56	\$ 17.92
		Step 7	\$ 17.21	\$ 17.38	\$ 17.73	\$ 18.08
5	Support Officer	Step 1	\$ 14.88	\$ 14.88	\$ 15.18	\$ 15.48
		Step 2	\$ 15.51	\$ 15.67	\$ 15.98	\$ 16.30
		Step 3	\$ 16.13	\$ 16.29	\$ 16.62	\$ 16.95
		Step 4	\$ 16.76	\$ 16.93	\$ 17.27	\$ 17.61
		Step 5	\$ 17.38	\$ 17.55	\$ 17.90	\$ 18.26
		Step 6	\$ 18.01	\$ 18.19	\$ 18.55	\$ 18.92
		Step 7	\$ 18.63	\$ 18.82	\$ 19.19	\$ 19.58
		Step 8	\$ 18.95	\$ 19.14	\$ 19.52	\$ 19.91
		Step 9	\$ 19.26	\$ 19.45	\$ 19.84	\$ 20.24
6	Support Officer Lead	Step 1	\$ 16.88	\$ 16.88	\$ 17.22	\$ 17.56
		Step 2	\$ 17.51	\$ 17.69	\$ 18.04	\$ 18.40
		Step 3	\$ 18.13	\$ 18.31	\$ 18.68	\$ 19.05
		Step 4	\$ 18.76	\$ 18.95	\$ 19.33	\$ 19.71
		Step 5	\$ 19.38	\$ 19.57	\$ 19.97	\$ 20.36
		Step 6	\$ 19.70	\$ 19.89	\$ 20.29	\$ 20.70
		Step 7	\$ 20.01	\$ 20.21	\$ 20.61	\$ 21.03

**SIDE LETTER OF AGREEMENT – 2012 MEDICAL, PRESCRIPTION  
AND ANCILLARY BENEFITS**

This Side Letter of Agreement is to memorialize the Parties' agreement regarding 2012 health, prescription, and ancillary benefit (dental, life, vision benefits) plans that are provided to employees in the bargaining unit. There shall be no change for the remainder of calendar year 2012 in the plans or employee contributions levels from the plans and contribution levels that were effective January 1, 2012, and were in effect at the time of the execution of the Collective Bargaining Agreement.

### **SIDE LETTER OF AGREEMENT – HOLIDAYS**

This Side Letter of Agreement is to memorialize the Parties' agreement regarding implementation of Section 6 of the Article on Holidays. If prior to the full execution of the new Collective Bargaining Agreement a bargaining unit employee requested and was granted two personal days in 2012 (one from accumulated sick leave) as was previously permitted, the County will not seek to recoup payment for that day.

## **SIDE LETTER OF AGREEMENT ON L/M COMMITTEE**

In light of the fact that the parties are entering their first CBA, during the first year of the CBA, the parties shall meet bimonthly instead of quarterly. The parties may mutually agree in writing that a bi-monthly meeting, or the continuation of further bi-monthly meetings, is not necessary and in such case, the parties shall revert to quarterly meetings.

**SIDE LETTER OF AGREEMENT – METHODOLOGY FOR DETERMINING  
WAGE RATES IN APPENDIX B**

The pay ranges contained in Appendix B that are applicable to employees hired after the execution of the parties' new Collective Bargaining Agreement shall be determined as follows:

- 1) Creating a new starting pay rate which shall be determined by taking the average spread between the steps for each pay range and deducting that amount from the original starting pay rate.
  
- 2) Creating a new step directly preceding the existing maximum rate. The value of the new intermediate step shall be equal to the maximum rate minus one -half of the original spread between the original last two steps of the pay range.

**SIDE LETTER OF AGREEMENT- MODEL JOB DESCRIPTIONS**

Within 120 days following the full execution of the Collective Bargaining Agreement, the County shall furnish to the Union one model job description for each classification assigned to each division.