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STATE OF OHIO
DEPARTMENT OF
PUBLIC SAFETY

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CUYAHOGA COUNTY

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 18-S

**BARGAINING UNIT: DEPARTMENT OF PUBLIC WORKS, SANITARY
TREATMENT PERSONNEL AND PROJECT INSPECTORS**

May 7, 2012- April 30, 2015

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ARTICLE 1
PREAMBLE

This Agreement entered into between Cuyahoga County (hereinafter referred to as the “County” or the “Employer”) and the International Union of Operating Engineers, Local 18-S (hereinafter referred to as the “Union”) has as its purpose the following:

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

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

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

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

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

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

ARTICLE 2
UNION RECOGNITION

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

SECTION 2. This Agreement shall not apply to employees employed to work twenty (20) hours or less per workweek, nor to student help, vacation help, newly hired employees who are in their probationary period, nor to temporary employees employed to replace permanent employees for the duration of a permanent employee’s leave of absence.

SECTION 3. Except as limited herein, the term “employee” or “employees” wherever used in this Agreement, shall refer to an employee or employees in the bargaining unit described in Section 1 hereof. Whenever the masculine pronoun or adjective is used in this Agreement, the feminine pronoun or adjective is intended, unless otherwise indicated.

ARTICLE 3
MANAGEMENT RIGHTS

SECTION 1. The Employer retains the right and the authority to administer the business of the County and in addition to other functions and responsibilities which are not specifically modified by this Agreement, the Union shall recognize the Employer has and will retain the full right and responsibility to direct the operations of the County, to promulgate reasonable rules and regulations and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to, the following:

1. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, demote, layoff, recall, reprimand, suspend, discharge, or discipline for just cause, and to maintain discipline among employees;
2. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;
3. To determine goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively and efficiently meet these purposes, to include the right to assign bargaining members to work at the other divisions of the Department of Public Works and/or on projects of the other divisions; as well as the right to assign employees of the Department of Public Works to work in those areas and in those classifications falling within the jurisdiction of this Agreement on a temporary, as needed basis.
4. To determine the size and composition of the workforce, including the right to layoff employees from duty due to lack of work or lack of funds;
5. To determine the hours of work, work schedules and to establish the necessary work rules for all employees;
6. To determine when a job vacancy will be filled, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
7. To determine the necessity to schedule overtime and the amount required thereof;
8. To determine the budget and uses therefore;
9. To maintain the security of records and other pertinent information.
10. To determine and implement actions in emergency situations.

SECTION 2. The prerogative of the Employer to retain and exercise the management rights contained in this article shall be restricted only to the extent this Agreement specifically and expressly provides.

ARTICLE 4
NO STRIKE/NO LOCKOUT

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

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

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

SECTION 4. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union.

ARTICLE 5
UNION SECURITY AND CHECK-OFF

SECTION 1. All present employees who are members of the Union on the effective date of this Agreement or become members during the term of this Agreement shall remain members of the Union provided that such employee may resign from the Union during a fifteen (15) day period prior to the expiration of this Agreement. Notice of resignation must be in writing and presented to the Union or to the Employer during this period. The payment of an initiation fee and dues uniformly required of the membership shall be the only requisite condition of Union membership. If the Union during the life of this Agreement obtains seventy-five percent (75%) of the eligible bargaining unit as members, then all bargaining unit employees who are non-union members will be required to pay a fair share fee to the extent consistent with Chapter 4117 of the Ohio Revised Code and Sections 2, 3 and 4 below will become effective immediately. For the purposes of this Article, "eligible employees" are bargaining unit employees on payroll for more than sixty (60) days, who have not claimed a religious exemption from the requirement to contribute to a labor organization.

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

SECTION 3. Any future employee who does not make application for Union membership within sixty-one (61) days after being employed shall, as a condition of employment, pay to the Union through payroll deduction a fair share fee.

SECTION 4. The Employer will deduct initiation fees and monthly dues from the pay of the employees covered by this Agreement and upon receipt from the Union of individual written authorization cards voluntarily executed by an employee for that purpose and bearing his signature, with the exception of non-members who, if Sections 2, 3 and 4 of this Article are applicable, shall have fair shares fees deducted in accordance with Ohio Revised Code Sec. 4117.09 (C). Deductions will be made from the pay of all employees during the first (1st) pay period of each month. In the event of any employee's first (1st) month pay being insufficient for such purpose, the Employer will make a double deduction from the pay earned in the first (1st) pay of the following month, or if that is insufficient, a subsequent period.

SECTION 5. All deductions under this Article, accompanied by an alphabetical list of all employees for whom deductions have been made, showing the type of deduction made, shall be transmitted to the Union no later than the tenth (10th) day following the end of the pay period in which the deduction is made, and, upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted. Immediately upon hiring a new employee who is subject to a fair share fee, the County shall provide to the Union, names and addresses of said employees. The Union will distribute to such employees literature necessary to explain such fee. The County will likewise furnish names and addresses of other employees becoming subject to the fair share fee at least thirty (30) days prior to deduction.

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

SECTION 7. All employees who are not members of the Union shall have all rights and privileges set forth in Ohio Revised Code Sec. 4117.09(C) pertaining to political expenditures by the Union.

SECTION 8. The County agrees to deduct and transmit to the Treasurer of the Union, the amount specified for each hour worked from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by the Union. These transmittals shall occur monthly and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for such employee.

ARTICLE 6

PLEDGE AGAINST DISCRIMINATION AND COERCION

SECTION 1. The provisions of this Agreement shall be applied equally to all employees in the bargaining units without discrimination as to age, race, ancestry, religion, disability, sex/gender, genetic information, sexual orientation, military status, veteran status, or national origin. The Union shall share equally with the Employer the responsibility for applying this provision of this Agreement.

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

ARTICLE 7
UNION VISITATION-BULLETIN BOARDS

SECTION 1. The business representative of the Union shall be permitted to enter the Employer's premises during working hours, but at no time shall such visitation rights interfere with the work requirements of any employee or disrupt operations in any way unless expressly permitted by the Employer.

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

- A. No notice or other writing may contain anything political or critical of the Employer, or any County official, or any other institution, or any employee, or other person.
- B. All notices or other materials posted on the bulletin board must be signed by the president, business representative, or steward of the Union, or a representative of the Union, and shall be solely for union business.

ARTICLE 8
UNION REPRESENTATION

SECTION 1. The Employer recognizes the right of the Union to select stewards, and alternate stewards to represent the employees on grievances arising under this Agreement as follows:

SECTION 2. A steward shall be permitted to investigate and process a grievance within his own location and attend the meetings as provided in Article 9, Grievance Procedure, during their working hours without loss of regular (straight-time) pay, and such activity shall be with proper regard for the Employer's operational needs and work requirements. All stewards shall cooperate in good faith with the Employer in keeping to a minimum the time lost from work due to grievance handling. Within the time limits set forth in Article 9, Grievance Procedure, meetings shall be held at mutually convenient and acceptable times to the Employer and the Union.

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

SECTION 4.

- A. Stewards investigating or processing a grievance, as defined herein, shall notify his immediate supervisor and obtain the supervisor's authorization prior to conducting the processing or investigation.
- B. Before leaving his job the steward shall record on a special grievance timesheet the time he starts his grievance work.
- C. When it is necessary for a steward to enter a work area supervised by a supervisor other than his own, he shall report first to the supervisor in charge and advise him of the

purpose of his being there.

- D. Upon returning to his job, the steward shall record his time on the grievance sheet and report to his own supervisor before resuming work if the supervisor is available (or if he is unavailable, as soon as possible after resuming work).

SECTION 5. The Union shall be permitted three (3) stewards.

ARTICLE 9

GRIEVANCE PROCEDURE

SECTION 1. A grievance is an employee or union complaint alleging that management has violated or misinterpreted a term or terms of this written Agreement.

SECTION 2. The parties agree on a grievance procedure as follows:

PRELIMINARY STEP - An employee having any grievance will first attempt to resolve it informally with his immediate supervisor. If the employee is not satisfied with the response from his supervisor, he may then proceed to Step 1.

STEP 1 MAINTENANCE ADMINISTRATOR OR DESIGNEE. The employee shall present the written grievance to the Maintenance Administrator or his/her designee within five (5) working days after the event or when the employee first becomes aware of it, upon which the grievance is based. The grievance form shall set forth details of the grievance and relief requested, and shall be dated and signed by the employee. The employee, if desired, may be represented by an individual of his choice. The Maintenance Administrator or his/her designee shall meet with the employee and his representative, if any, within three (3) working days thereafter in an attempt to adjust the grievance. Within three (3) working days after the Step 1 meeting, the County's Step 1 designee shall give a written answer to the employee.

STEP 2 - HR DEPUTY DIRECTOR OF LABOR & EMPLOYEE RELATIONS. If the grievance is not satisfactorily settled in Step 1, the employee shall present it in writing to the Department of Human Resources, within three (3) working days after the Step 1 answer.

The Deputy Director of Labor & Employee Relations and/or his designee shall meet with the employee and his representative, if any, within five (5) working days thereafter in an attempt to adjust the grievance. Within five (5) working days after the Step 2 meeting, the County's Step 2 designee shall give a written answer to the employee.

If the grievance is not satisfactorily settled at Step 2, the Union may proceed to Arbitration as provided herein on behalf of the affected employee.

SECTION 3. The grievance shall be processed on a form provided by the Union.

SECTION 4. Where the alleged grievance is of a nature that qualifies for investigation or appeal under the rules of the Ohio Civil Rights Commission, or the Equal Employment Opportunity Commission, such matter shall not be appealed through the grievance procedure. However, the employee and his union representative may meet with the designee of the Department of Human Resources, to discuss the matter prior to the appeal to the outside agency. Any grievance that was filed prior to the appeal or charge to the outside agency shall be automatically withdrawn and dismissed under the grievance procedure.

SECTION 5. A grievance may be brought by any employee covered by this Agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one (1) employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance.

SECTION 6. All grievances must be processed at the proper step in order to be considered at subsequent steps.

Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not processed by the employee within the time limits provided shall be considered resolved based upon management's last answer.

Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure, the time limits for advancing a grievance not answered by management shall begin on the first (1st) workday following the date the answer was due. All time limits on grievances may be extended upon mutual consent of the parties.

SECTION 7. Ohio Revised Code Chapter 124 shall not 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, except that complete lists of persons having passed civil service examinations must be provided to the County, when requested, for selection of original appointments. Notwithstanding the above, nothing in this Section is intended to prohibit the County from adopting policies and procedures on matters contained in Ohio Revised Code Chapter 124 that are not covered by this Agreement, including, but not limited to, the prohibition regarding political activities of classified employees.

ARTICLE 9A ARBITRATION

SECTION 1. Should a grievant, after receiving the written answer to his grievance at Step 2 of the grievance procedure, still feel that the grievance has not been resolved to his satisfaction, he

may, through the Union, request that it be heard before an arbitrator. The Union must make written application to the Cuyahoga County Department of Law for arbitration within forty-five (45) working days of the written answer from the Labor Relations Advisor at Step 2. Any grievance not submitted within such time period shall be deemed settled on the basis of the last answer given by Management.

SECTION 2. Arbitration Procedure:

(a) Upon receipt of a request for arbitration, the Union shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). The panel shall be limited to arbitrators who are members of the National Academy of Arbitrators and who have offices in the Northern Ohio sub-region of FMCS. The parties shall be bound to select an arbitrator within twenty-one (21) days from receipt of said panel by the strike-off method, the Union and Employer alternately striking a name from the panel, the last remaining arbitrator to be deemed the mutual selection of the parties.

(b) The arbitrator shall hold the arbitration hearing promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those specific articles and/or sections of this Agreement which are in question. The arbitrator's decision shall be consistent with applicable law.

SECTION 3. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, nor add to or subtract from or modify the language therein in arriving at his determination on any issue presented that is proper with the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

SECTION 4. The arbitrator shall be without power or authority to make any decision:

(a) Contrary to, inconsistent with, changing, altering, limiting or modifying any practice, policy, rules or regulations presently or in the future established by the Employer so long as such practice, policy, rules or regulations do not conflict with this Agreement.

(b) Concerning the establishment of wage rates not negotiated as part of this Agreement.

SECTION 5. The arbitrator shall not recommend any right or relief on an alleged grievance occurring at any time other than the agreement period in which such right originated or to make any award based on rights arising under any previous Agreement, grievance or practices. In cases of discharge or of suspension the arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, the arbitrator shall limit any

retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

SECTION 6. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction.

SECTION 7. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

SECTION 8. The decision of the arbitrator will be final and binding upon the Union, the employee, and the County. The decision of the arbitrator resulting from an arbitration of grievances hereunder shall be in writing and sent to the Law Department, the Union, and the grievant.

SECTION 9. All costs directly related to the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, and the rent, if any, for the hearing rooms, shall be shared equally between the parties.

SECTION 10. Expenses, if any, of any witnesses shall be borne by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

ARTICLE 10

PROBATIONARY PERIOD

SECTION 1. Every newly hired bargaining unit employee will be required to successfully complete a probationary period. The New Hire Probationary Period shall begin on the first (1st) day for which the employee receives compensation from the Employer and shall continue for a period of one hundred and eighty (180) calendar days. Employees may be terminated during their New Hire Probationary Period without appeal.

SECTION 2. The Employer shall be free to terminate a newly hired employee during the probationary period at his sole discretion without recourse by the Union or the probationary employee to the grievance and arbitration procedure of this Agreement or to any form of concerted action.

SECTION 3. An employee who is promoted to a higher position within the bargaining unit will be required to successfully complete a ninety (90) day probationary period. The ninety (90) days may be extended up to a maximum of one hundred eighty (180) days if deemed necessary by Employer.

SECTION 4. All Operators-In-Training shall, after completion of one (1) year of employment, sit for the first eligible Wastewater Class I Certification. If the Operator-In-Training fails to pass this exam, his/her employment will be terminated.

SECTION 5. Should an employee fail to qualify during his probationary period for a position acquired through job postings, he shall be returned to his former classification and to his former position. A newly promoted employee who is returned to his former position shall not have access to the grievance procedure.

ARTICLE 11 **SENIORITY**

SECTION 1. There shall be two (2) types of seniority: (a) County seniority, which shall be an employee's uninterrupted length of continuous service with the County; and (b) Departmental seniority, which seniority is the total length of service rendered within one (1) of the three (3) units of the Department of Public Works: 1) Sanitary Building and Grounds; 2) Sanitary Inspection; and 3) Sanitary Operations. An employee shall have no seniority for the probationary period provided in Article 10, Probationary Period, but upon completion of the probationary period seniority shall be retroactive to the date of hire.

SECTION 2. The County shall provide each steward with a copy of the seniority lists and these lists shall be updated quarterly. The Union shall meet with the Employer to review the seniority lists whenever necessary to correct any errors. The seniority lists shall be made up by classification and shall contain, in order of seniority, the name, the division, department, hourly rate of pay and date of hire of each employee.

SECTION 3. Seniority shall be broken when an employee:

- (A) Quits, retires, or resigns.
- (B) Is discharged for just and proper cause.
- (C) Is laid off for a period of more than twelve (12) consecutive months.
- (D) Is absent without leave for three (3) consecutive or more workdays unless proper excuse for absence is shown or if no notice was given, a satisfactory excuse for the failure to give notice.
- (E) Fails to report for work when recalled from layoff within fourteen (14) calendar days from the date on which the Employer sends the employee notice by registered mail (to the employee's last known address as shown on the Employer's records) unless satisfactory excuse is shown.

SECTION 4. An employee who is reinstated to his former job classification within ninety (90) days shall be credited with his accumulated County seniority as of his date of resignation.

SECTION 5. The Employer shall furnish the Union with a list (showing name, job classification, department, indicating the date of action taken) of bargaining unit employees who are hired, promoted, permanently or temporarily transferred, suspended, terminated, resigned,

left on or returned from leave of absence, etc., at the time the action is taken.

ARTICLE 12
LAYOFFS/RECALL

SECTION 1. Whenever it is necessary because of lack of work or funds or whenever it is advisable in the interest of economy or efficiency to reduce the working force of the Employer, employees shall be laid off on the basis of seniority within their unit as defined in Article 11, Seniority, Section 1 (b).

SECTION 2. For layoff purposes, if two (2) or more employees have the same date of hire, then layoffs shall be affected by the date of the application. In the event an employee is laid off, he/she shall have the right to displace an employee with less seniority within the same department. In addition, an employee subject to a layoff shall be permitted to displace an employee with lesser seniority within the bargaining unit, provided he has the ability and qualifications to perform the job.

SECTION 3. The employees to be laid off, and the Union, shall be given a minimum of two (2) weeks advance written notice of a layoff, indicating the circumstances which make the layoff necessary.

SECTION 4. In the event an employee is laid off, he shall receive payment for earned but unused vacation and for unpaid overtime in his paycheck.

SECTION 5. When employees are laid off, the Employer shall create a recall list for each department. The Employer shall recall employees from layoff within each department as needed. The Employer shall recall such employees by seniority, beginning with the most senior employee in the department and progressing to the least senior employee up to the number of employees to be recalled; provided that the employee being recalled has the ability and qualifications to perform the job. An employee shall be eligible for recall for a period of one (1) year after the effective date of the layoff.

SECTION 6. Employees shall be recalled in the inverse order of layoff from their department; provided that the employee being recalled has the ability and qualifications to perform the job. An employee on layoff will be given fourteen (14) calendar days' notice of recall from the date on which the Employer sends the recall notice to the employee by registered mail to his last known address as shown on the Employer's records. In the event an employee does not respond during the fourteen (14) day period, he will be terminated.

SECTION 7. Before any bargaining unit employee is notified of his or her layoff under the above provision, the County and the Union will meet immediately for the purpose of attempting to find an available job within the Employer.

ARTICLE 13
OVERTIME

SECTION 1. This article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or workweek for the purpose of promoting efficiency or improving services; from establishing the work schedules of employees; or establishing part-time positions. If, based on weather emergencies or other acts of God, 6100 West Canal Road is closed, all employees required to work beyond closing time shall be paid straight compensatory time for all hours worked.

SECTION 2. When an employee is required by the Employer to work more than forty (40) hours in his scheduled workweek, he shall be compensated for such time over forty (40) hours at one and one-half (1-1/2) times his regular rate of pay. Employees shall receive time and one-half (1 - ½) their regular rate of pay for all hours worked in excess of eight (8) or ten (10) hours in one (1) day, during the twenty-four (24) hour period beginning with the start of their regularly scheduled shift.

SECTION 3. The County shall have the option to pay compensatory time in lieu of cash for approved overtime hours worked, not to exceed sixteen (16) hours per year. Employees shall receive approval from their supervisor prior to using earned compensatory time. Compensatory time shall be at time and one-half (1-1/2) and will be taken at a time mutually agreeable to the Employer. An employee desiring to use compensatory time must submit a request in writing to the Employer in an emergency situation. However, compensatory time must be used within one hundred eighty (180) days from the date it was earned. Further, compensatory time shall be issued in accordance with federal law.

SECTION 4. For the purpose of computing overtime, paid holidays, compensatory time, and vacations shall be counted as hours worked. However, sick time shall not count as hours worked.

SECTION 5. Bargaining unit employees shall be entitled to two (2) fifteen (15) minute breaks during an eight (8) hour shift or a ten (10) hour shift, provided the breaks do not adversely affect, or otherwise interfere with, the employee's assigned duties.

SECTION 6. When an employee works four (4) hours beyond his regular quitting time the Employer shall provide one (1) additional fifteen (15) minute rest period.

SECTION 7. In the event of an emergency situation where an employee works through lunch and cannot, at any other point during the day take that lunch, the employee shall be eligible for overtime compensation for that lunch period. The employee shall obtain pre-approval from his or her supervisor for overtime compensation.

SECTION 8. If an employee is required to work nights, the employee shall be given the option of using accrued sick time, vacation time, or compensatory time to ensure an eight (8) hour rest period before returning to their regular work hours. In the alternative, an employee may count

all hours worked past midnight towards hours worked for the next workday at a straight time ratio. Those hours may then be flexed to guarantee an eight (8) hour rest period before the employee returns to work their regular hours. Notwithstanding the foregoing, the Employer reserves the right to send an employee home who it determines is unfit for duty.

ARTICLE 14
ASSIGNMENT AND EQUALIZATION OF OVERTIME

SECTION 1. The Employer shall be the sole judge of the necessity of overtime. The Employer will endeavor to offer overtime to employees within the classification, within the department within the same shift involved. If sufficient employees do not voluntarily accept or if an emergency situation exists, the Employer shall have the right to offer the overtime to bargaining unit employees outside the classification, department, and/or shift.

SECTION 2. With the exception of employees who are “on call” by virtue of their job classification and/or job duties, overtime may initially be refused, but if sufficient employees do not voluntarily accept, the Employer shall have the right to assign the overtime to the least senior employee on duty. In the case where no one is “on duty”, overtime will be offered to employees based on the call out list. If sufficient number of employees does not voluntarily accept, the Employer shall have the right to assign overtime to least senior employee available.

SECTION 3. An employee may not claim overtime pay with another form of premium pay for the same hours worked (pyramiding).

SECTION 4. The County shall endeavor to make an equitable distribution of overtime over a period of twelve (12) months among employees within a classification, within the department, within the same shift. The supervisor, upon request, shall make available to the steward a report showing overtime accumulations by employees every three (3) months.

SECTION 5. Employees who are offered overtime and for any reason refuse or fail to work the overtime shall be credited as if they had worked the overtime for the purpose of overtime distribution.

SECTION 6. A record of all overtime hours worked by each employee shall be recorded on a list by the supervisor and all employees including stewards shall have the list made available upon request. All overtime hours shall be recorded on a daily basis.

SECTION 7. Notwithstanding the above, when the County determines it necessary for there to be a continuous extension of the regular workday, the employee at the worksite will remain until properly relieved by another employee.

ARTICLE 15
JOB VACANCIES AND OPENINGS WITHIN THE BARGAINING UNIT

SECTION 1. The Employer will review all applications timely filed and jobs will be awarded on the basis of qualifications, seniority, experience, skill and ability to perform the work in question.

In order to provide continuity while filling a vacancy or a new job, the Employer will have the right to fill openings and make transfers on a temporary basis pending the selection of an employee for the job.

SECTION 2. When permanent vacancies in the bargaining unit occur or new jobs within the bargaining unit are created, the Employer shall post a notice of the opening(s) stating the job classification, a brief description of the work to be performed, the qualifications required to perform the job, the rate of pay, and the time bidding will be closed. Such notice shall remain posted for five (5) consecutive days, excluding Saturdays and Sundays. All candidates will apply through the Department of Human Resources and follow the County's application process set forth in the Cuyahoga County Department of Human Resources Policies and Procedures Manual. The parties agree that hiring under this Section will be done in accordance with Article IX, Section 9.04 of the Cuyahoga County Charter. If a bargaining unit member is denied a posted position and wishes to discuss this denial, Management agrees to meet with the member to discuss the reasons why the bargaining unit member was not awarded the position.

SECTION 3. This Article does not govern the hiring of individuals to fill job vacancies or openings for entry level positions.

ARTICLE 16

TEMPORARY TRANSFERS AND ASSIGNMENTS

SECTION 1. The Employer may temporarily transfer or assign employees from one job classification to another job classification, or to another job assignment within his classification, within the bargaining unit, so long as such transfer is not discriminatory. A temporary transfer shall not exceed sixty (60) calendar days except:

- A. To fill a vacancy 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 a permanent filling of such opening.

SECTION 2. If the Employer temporarily transfers an employee to another job classification position and the employee performs those duties for a full workday the employee shall:

- A. Receive his regular rate of pay if the rate of pay for such other classification is lower than his regular rate,
- B. Receive the higher rate of pay for classification if such rate is higher than his regular rate.

SECTION 3. In the event it becomes necessary to extend the sixty (60) day limitation on transfers not excepted herein, the Employer and the Union shall meet to discuss the matter:

Temporary transfers shall be affected in the following manner:

- A. The Employer has the right to assign a qualified employee to fill the temporary vacancy.
- B. Qualifications shall take into account previous experience, and license requirements. If the employee cannot be transferred due to previous disciplinary action, the Union will be notified and the reasons given.

SECTION 4. After sixty (60) days a temporary lateral assignment will be rotated among those employees qualified to perform the assignment. The Union shall be given notice of the extension and of the Employer's decision to rotate the temporary lateral assignment.

ARTICLE 17
CALL-IN-PAY

An employee who is called into work at a time when he is not regularly scheduled to report shall receive a minimum of four (4) hours work (or four (4) hours pay in lieu thereof) at the applicable hourly rate. It is understood that any call-in which starts prior to the regular shift and continues into the employee's regular shift or time worked immediately following the regular shift, shall not be eligible for the minimum as herein. An employee called in to rectify his own error shall be entitled to his/her regular hourly rate of pay and overtime pay (if applicable) but shall not be eligible for call-in-pay under the terms of this Article.

ARTICLE 18
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 19
SICK LEAVE

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

- A. Paid sick leave will be earned and accumulated at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including paid holidays, vacations, overtime, and sick leave.
- B. If and when any accumulated sick leave is used, then the employee will accumulate sick leave at the rate previously specified.
- C. Pay for sick leave shall be at the employee's regular straight time hourly rate (or portion thereof if absent for less than a full day).

SECTION 2. Transfer of Sick Leave Credits: An employee who transfers from one public agency to another, or who is reappointed or reinstated or who transfers from one State of Ohio

department to another State of Ohio department, shall be credited with the unused balance of his accumulated sick leave up to a maximum of sixty (60) days, provided:

1. The time between separation and reappointment does not exceed ten (10) years.
2. That written verification thereof is obtained by employee and given to Human Resources.
3. The words "Public Agency" as used herein include the State of Ohio, counties, municipalities, and all Boards of Education of the State of Ohio.

SECTION 3. When an employee is ill, he will report his illness to the switchboard operator at least one-half (1/2) hour prior to his scheduled starting time on the day shift and one-half (1/2) hour on other shifts. The Division Manager or his Designee shall make the actual approval for sick leave. However, should the one-half (1/2) hour call time become a problem, Management reserves the right to require all bargaining unit members to report their absences one (1) hour prior to start time.

SECTION 4. An employee who is absent on paid sick leave, shall sign a statement on a form provided by the Employer to justify the use of sick leave. If medical attention is required a certificate from the employee's licensed physician as to his fitness to perform his required duties shall be prerequisite to his return to work. Also, this certificate shall indicate that the employee was under the physician's care and was advised by the physician to remain home from work. Notwithstanding the foregoing, absent a pattern of abuse of sick leave and/or excessive use of sick leave, an employee is not required to present a physician's statement supporting sick leave until the employee has remained on sick leave for three (3) or more consecutive days.

SECTION 5. The Employer expressly reserves the right to require an employee to submit to a medical examination (at Employer's expense), to determine an employee's fitness and ability to perform the duties of a specific job.

SECTION 6. Employees recognize that the use of sick leave for themselves or for their immediate family as defined in the Cuyahoga County Department of Human Resources Policies and Procedures Manual, for any other purpose than specified in the Cuyahoga County Department of Human Resources Policies and Procedures Manual will be appropriate cause for discipline.

ARTICLE 20

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 or prior service with the State of Ohio or any political subdivisions, to be paid in cash for twenty-five percent (25%) of his total unused accumulated paid sick leave. Such payment shall be made at his current rate at the time of retirement. Such 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, with a maximum of two hundred and forty (240) hours.

ARTICLE 21
LEAVES OF ABSENCE - IMMEDIATE FAMILY - DEFINITION

SECTION 1. For the purpose of funeral leave an employee's immediate family, shall include his spouse, domestic partner, mother, father, son, daughter, brother, sister, sister-in-law, brother-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandson, granddaughter, a legal guardian or other person who has an "in loco parentis" relationship with the employee, or any other relative residing with the employee.

SECTION 2. The County agrees to comply with all applicable provisions of the Family Medical Leave Act of 1993 ("FMLA"), and the Americans with Disabilities Act of 1990. The County shall have the right to administer FMLA leave to the full extent permitted by federal law, including, but not limited to, its coordination with any other leaves and other benefits.

SECTION 3. Military leave of absence shall be in accordance with the Cuyahoga County Department of Human Resources Policies and Procedures Manual, Section 10.01. However, in the event that there is a change to the federal law governing military leave, the parties agree that they will abide by such change accordingly.

SECTION 4. An employee may be granted leave of absence without pay for a period not to exceed six (6) months because of personal illness or injury or illness/injury of the employee's spouse, child or parent, provided that FMLA law requirements are met and paid time has been exhausted. Such leave of absence without pay shall run concurrent with FMLA time. The illness/injury must be supported by medical evidence satisfactory to the County. If the employee illness, or disability, continues beyond six (6) months, the employee may be placed on a disability termination. Any employee who has been on sick leave for five (5) or more consecutive workdays may be required, at the discretion of the Employer, to submit to and satisfactorily pass a physical examination before being permitted to return to work.

ARTICLE 22
FUNERAL LEAVE

An employee shall be granted a five (5) day leave of absence with pay to be charged against his accumulated paid sick leave in the event of the death of a member of his immediate family. If additional time is needed, the Employer may grant additional time off without pay. In the event of the death of a relative other than a member of his immediate family, an employee shall be granted a leave of absence with pay, to be charged against his accumulated paid sick leave, for one (1) day to attend the funeral if within the State of Ohio or five (5) days when the funeral is outside the State of Ohio.

ARTICLE 23
JURY AND WITNESS DUTY LEAVE

SECTION 1. An employee called for jury duty or subpoenaed as a witness to which the

employee is not a party or does not have an interest in the court proceedings shall be granted a leave of absence for the period of jury service or witness service and will be compensated for the difference between his regular pay and jury duty pay or witness pay for work absences necessarily caused by the jury or witness duty.

SECTION 2. To be eligible for jury duty pay or witness duty pay, an employee must notify his/her supervisor within forty-eight (48) hours after receipt of subpoena or of notice of selection for jury duty and thereafter may either present to the Employer a jury pay voucher or witness pay voucher showing the period of jury service or witness service and the amount of jury pay or witness pay received, or present the jury warrant or witness warrant to the Employer.

SECTION 3. An employee who is a party to a lawsuit not involving work related matters, shall be granted time off to attend the court proceedings. The employee shall furnish proof by showing to the Department Head or designee the court notification of the scheduled hearing.

ARTICLE 24 **PERSONAL LEAVE**

SECTION 1. For those employees who have completed their probationary period, personal leaves of absences may be granted without pay for cause shown for a period not to exceed six (6) months. The Employer may extend such leaves of absence but in no case will any employee be permitted to exceed six (6) months continuous leave under this paragraph in any one (1) calendar year except in serious or unusual circumstances.

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

ARTICLE 25 **HOLIDAYS**

SECTION 1. All bargaining unit employees shall be entitled to the same holidays as established by the County for non-bargaining employees.

SECTION 2. To be entitled to holiday pay, an employee must work his scheduled days before and after the holiday unless the employee provides satisfactory documentation that the employee was off work for an illness or injury for him/herself or his or her spouse or child.

SECTION 3. An employee who does not work on a recognized holiday shall receive eight (8) hours straight time pay at his regular hourly rate. If an employee's work schedule is other than Monday through Friday, he shall receive in addition to his regular hourly pay, eight (8) hours straight time pay at his regular rate for holidays observed on his day off regardless of the day of the week on which they are observed.

SECTION 4. All employees who work on a recognized holiday shall receive eight (8) hours holiday pay in addition to a premium rate of pay equal to time and one-half (1-1/2) their regular rate of pay for all hours worked on the holiday.

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

ARTICLE 26
VACATIONS

SECTION 1. All bargaining unit employees shall accrue pro-rated vacation leave with full pay for every eighty (80) hours in active pay status each pay period based on length of County services as follows:

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

SECTION 2. An employee will be credited with the appropriate hours upon reaching each plateau.

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

SECTION 4. If an employee is terminated (voluntarily or involuntarily) prior to taking his vacation, he shall receive the prorated portion of any fully earned but unused vacation leave which he has accrued. In case of death of an employee, the unused vacation leave shall be paid to his estate.

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

SECTION 6. Employees who have prior service with Cuyahoga County or another political subdivision of the State of Ohio will be permitted to carry their service time over for the purpose of determining vacation accrual rates.

ARTICLE 27
WORKWEEK

SECTION 1. This Article is intended to define the hours of work per day or per week to be placed in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday, workweek, establishing the work schedules of employees, or establishing part-time positions based on operational needs, productivity requirements, cost benefits, for the purpose of promoting efficiency or improving services. The workweek shall be 12:01 a.m. Sunday through 12:00 midnight on Saturday. Employees shall be scheduled to meet the operational needs of a twenty-four (24) hour, seven (7) day operation. However, Sunday will not be considered part of the regular workweek schedule. If an employee does work on a Sunday, they will be paid at the rate of time and one-half (1 and ½) their base wage.

SECTION 2. SHIFT SCHEDULING/SHIFT PREMIUM

Employees shall be scheduled as needed to meet the operational needs of the County in either five (5) eight (8) hour days or four (4) ten (10) hour days. The County reserves the right, as operational needs and conditions require, to establish and change the hours of work, starting and/or ending time of shift, and/or schedules of hours. The workweek shall include a one-half hour (1/2) hour unpaid lunch unless there is an emergency situation as stated below in Section 3.

All shifts start time will be set by the week. If a second (2nd) shift is established, staffing of these shifts will be on a voluntary basis with senior employees receiving a preference. If no employee volunteers, then the shift will be assigned in inverse order based on seniority and ability.

A. Shifts are defined as follows:

First (1st) Shift: An employee for whom the majority of his or her hours of work fall after 7:30 a.m. and before 4:00 p.m.

Second (2nd) Shift: An employee for whom the majority of his or her hours of work fall after 4:00 p.m. and before 12:30 a.m. receives a shift premium of fifty cents (\$.50) per hour.

Employees equally rotating between both shifts shall receive fifty cents (\$.50) per hour. All shift premiums are applicable to overtime rates.

B. Workweek that includes a Saturday:

Any employee who is assigned to a workweek which includes a schedule of working on Saturday shall receive seventy-five cents (\$.75) per hour premium in addition to his/her regular rate of pay, for all hours worked within such a schedule. Management shall retain the right to assign the starting times, quitting times, hours of work, and workdays of any and all schedules. For example, any employee assigned to work second (2nd) shift that includes a

Saturday, will receive an additional one dollar and twenty-five cents (\$1.25) per hour for the entire workweek.

SECTION 3. In the event of an emergency situation where an employee works through lunch and cannot, at any other point during the day take that lunch, the employee shall be eligible for overtime compensation for that lunch period. The employee shall obtain pre-approval from his or her supervisor for overtime compensation.

SECTION 4. In the event the Employer, based on operational needs, productivity requirements, cost benefits, for the purpose of promoting efficiency or improving services, significantly and permanently changes an employee's, department's, or the agency's workday, workweek, or work hours, then the following procedures apply:

1. Prior to implementing schedule changes, the Employer will act on the basis of fair and equal treatment of the employees.
2. The Employer will meet and discuss the changes with the Union no later than thirty (30) days after said change.

SECTION 5. An employee will not be required to work in excess of sixteen (16) hours in a twenty-four (24) hour period of time.

ARTICLE 28

COUNTY POLICY/PROCEDURE

SECTION 1. The policies and procedures contained in the Cuyahoga County Department of Human Resources Policies and Procedures Manual shall be applicable to all bargaining unit employees. However, when the policies conflict with any article in this Agreement, this Agreement shall supersede.

SECTION 2. Each employee shall be issued a complete copy of the Cuyahoga County Department of Human Resources Policies and Procedures Manual as well as any/all supplements as it becomes available.

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

SECTION 4. Employee responsibility is as follows:

- A. All employees shall be responsible for providing the Employer with their current address and telephone number.
- B. All employees shall maintain a current Cuyahoga County identification badge with them while performing employment.
- C. All employees required to drive a motor vehicle in the course of employment shall

maintain the appropriate State of Ohio motor vehicle license. The employee shall report all moving vehicle violations to the Employer.

- D. All bargaining unit members must obtain and maintain a valid State of Ohio driver's license as set forth in his or her job description. All employees shall have six (6) months from the ratification of this Agreement to obtain their State of Ohio driver's license. An employee who loses their State of Ohio driver's license shall have six (6) months to regain his or her certification. Failure to maintain a valid State of Ohio driver's license may result in corrective action.

ARTICLE 29 **SUCCESSOR CLAUSE**

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

ARTICLE 30 **SAVINGS CLAUSE**

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

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

ARTICLE 31 **NEGOTIATING PROCEDURES**

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

SECTION 2. All negotiating sessions shall be closed to the public and media and conducted during times mutually agreed upon by the respective parties, and the parties agree not to "go

public” with the issues of the negotiations without giving the other party prior notice of such intent.

SECTION 3. If by March 30th, or a date mutually agreed upon, tentative agreement on all items is not reached, both parties shall use the services of the Federal Mediation and Conciliation Service (FMCS) as follows:

Both parties shall contact FMCS jointly so that mediation may start within three (3) days after petitioning FMCS or the date mutually agreed upon.

Once started, mediation shall continue until a tentative agreement is reached on all unresolved items with mediation sessions being held at the direction of the Mediator. However, in the event the parties are unable to reach an agreement by April 30th, or the extension date, the settlement procedures shall be deemed exhausted and the Union shall, upon a ten (10) day written notice to Cuyahoga County and the State Employment Relations Board (SERB), have the right to strike in accordance with the Ohio Revised Code 4117.14(D).

ARTICLE 32 **LABOR MANAGEMENT MEETINGS**

SECTION 1. Union and management will meet quarterly, or more often if necessary, to discuss issues pertaining to labor management.

SECTION 2. Five (5) days prior to the scheduled meeting, both parties will exchange an agenda. If neither the Union nor Management have necessary items to address, the meeting may be canceled by mutual agreement.

ARTICLE 33 **BARGAINING UNIT WORK**

SECTION 1. The Employer may utilize employees of the Department of Public Works, retired (as defined in the O.R.C.), seasonal or occasional full-time employees when needed, as long as their use does not reduce below forty (40) hours in a given workweek or cause a layoff of bargaining unit members. The Employer may subcontract work, which can be performed or is currently being performed by the bargaining unit as long as the use of subcontractors does not reduce below forty (40) hours in a given workweek or cause a layoff of bargaining unit members.

SECTION 2. Retired, seasonal or occasional employees will not be considered bargaining unit employees and therefore not entitled to any benefits or recourse under this Agreement.

ARTICLE 34 **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 1st, and ends on December 31st of the calendar year, but is subject to change.

SECTION 2. Effective **July 1, 2013**, bi-weekly employee contributions for medical and prescription drug benefits shall be determined as follows:

a) **METROHEALTH PLAN**

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

b) **OTHER BENEFIT PLANS**

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

- 1) Effective **July 1, 2013**: Employer ninety percent (90%) of plan costs; Employee ten percent (10%) of plan costs;
- 2) Effective **January 1, 2014**: Employer ninety percent (90%) of plan costs; Employee ten percent (10%) of plan costs;
- 3) Effective **January 1, 2015**: Employer ninety percent (90%) of plan costs; Employee ten percent (10%) of plan costs.

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

SECTION 4. Effective **July 1, 2013**, the Employer shall contribute ninety percent (90%) of the costs for the ancillary benefit plans (i.e. vision and dental), and the employee shall contribute ten percent (10%) of the cost for ancillary benefit plans.

SECTION 5. The Employer shall be entitled to increase the cost containment features of the Flex Count plans which may include, but are not limited to, deductibles, co-insurance, and spousal exclusion provisions.

SECTION 6. The Employer may implement or discontinue incentives for employees to participate in Employer-sponsored wellness programs, including, but not limited to, the right to offer the opportunity to reduce employee contributions through participation in wellness programs as determined by the Employer.

SECTION 7. The Employer may offer incentives to encourage use of low cost providers/plans (including HSA plans) which may be discontinued or modified by the Employer in future years with notification to the Union.

SECTION 8. A waiting period of no more than one hundred twenty (120) calendar days may be required before new employees are eligible to receive health and/or other insurance benefits. During the waiting period, the Employer may require employees, who desire coverage, to purchase it through a third-party vendor instead of participating in the County plans that are offered to regular full-time employees. New employees shall be eligible to participate in the County plans on the first (1st) date of the first (1st) month following completion of the waiting period.

ARTICLE 35
WAGES

SECTION 1. Effective upon full execution of this Agreement, all employees in the bargaining unit covered by this Agreement shall receive a one percent (1%) wage increase for 2012, retroactive to January 1, 2012 as set forth in the 2010 Wage Reopener Agreement. Effective the first (1st) day of the first (1st) full pay period in May, 2013, employees shall receive a two percent (2%) increase, and effective the first (1st) day of the first (1st) full pay period in May, 2014, employees shall receive a two percent (2%) wage increase.

The current wage rates for all bargaining unit classifications are as follows:

CLASSIFICATION

Treatment Plant Aide	19.68
Operator in Training	18.04
Maintenance Mechanic I	20.96
Maintenance Mechanic II	22.24
Maintenance Mechanic III	23.51
Treatment Works Operator I	21.20
Treatment Works Operator II	22.24
Treatment Works Operator III	23.51
Pump Station/WWTP Foreman	25.59
Project Inspector I	16.94
Project Inspector II	18.46
Project Inspector III	19.92
Groundskeeper	18.51
Grounds/Maintenance Worker	20.91

SECTION 2. In accordance with Article 27, Workweek, the following shift premium shall be applicable: An employee working second (2nd) shift shall receive a shift premium of fifty cents (\$.50) per hour. Employees equally rotating between both shifts shall receive fifty cents (\$.50) per hour. Any bargaining unit employee who is assigned to work a workweek that includes a schedule of working on Saturday shall receive a seventy-five cents (\$.75) per hour premium in

addition to his/her regular rate of pay, for all hours worked within such a schedule.

SECTION 3. Maintenance Mechanics I thru III, Treatment Works Operators I thru III and Pump Station/WWTP Foreman shall be entitled to a per diem allowance for "on call" duty in the amount of twenty dollars (\$20.00) per day for duty commencing on Monday thru Friday and fifty-five dollar (\$55.00) per day for duty commencing on Saturday, Sunday or holidays (celebrated on a Monday thru Friday) as determined in accordance with Article 25, Holidays.

SECTION 4. Any bargaining unit employee ("Member") hired after the date of the full execution of this Agreement, shall be paid at a rate equivalent of eighty percent (80%) of the then existing Agreement rate for the relevant job classification for their first (1st) year of employment. Upon having completed one (1) year of employment with the Department of Public Works, the Member shall be paid a rate equivalent to eighty-five percent (85%) of the then existing Agreement rate. Upon having completed two (2) years of employment with the Department of Public Works, the Member shall be paid a rate equivalent to ninety percent (90%) of the then existing Agreement rate. Upon having completed three (3) years of employment with the Department of Public Works, the Member shall be paid a rate equivalent to ninety-five percent (95%) of the then existing Agreement rate. Upon having completed four (4) years of employment with the Department of Public Works, the Member shall be paid a rate equivalent to one hundred percent (100%) of the then existing Agreement rate and shall thereafter continue at one hundred percent (100%) of the Agreement rate.

The Employer retains the right, based upon operational needs, to pay more than the express percentage at the Employer's sole discretion.

This tiered hire rate shall be applied retroactively to those employees hired prior to the full execution of this Agreement.

ARTICLE 36

FITNESS FOR DUTY EXAMINATION

SECTION 1. The Employer and the Union agree that the Employer has a responsibility to provide its employees with safe working conditions. Therefore, where there is reasonable cause to believe that an individual employee is using, soliciting, or is under the influence of drugs or alcohol at work, such employee will be directed to report to an Employer 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 Examination if at least one (1) supervisor and the Maintenance Administrator or his designee have a reasonable suspicion that the employee is then under the influence of alcohol or a controlled chemical substance and shall be made based only upon specific, objective facts and reasonable inferences drawn from those facts in the light of experience, that the employee is then under the influence of

drugs or alcohol so as to endanger fellow employees or otherwise adversely impact on the employee's ability to perform his or her job duties.

SECTION 4. When a supervisor determines that he/she has reasonable suspicion that an employee is impaired, the supervisor and the Maintenance Administrator or his/her designee shall refer the matter to the Cuyahoga County Department of Human Resources that same day. If the Department of Human Resources, in consultation with the supervisor or his/her designee, determines that there is reasonable suspicion, that employee shall be sent for a Fitness For Duty Examination.

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 Employer's drug and alcohol rules; or
- B. For employees returning from leaves of absence if they have given management reason to suspect possible illegal drug and/or alcohol abuse. Possible reasons to suspect substance abuse include, but are not limited to, documented evidence of deteriorating job performance or documentation of aberrant behavior in instances where these reasons arose in the six (6) month period immediately preceding the leave of absence; or
- C. Possession of alcohol or illegal drugs; an accident while working, on work premises, or involving Employer property; physical altercation; excessive or unexcused absenteeism; and excessive or unexcused tardiness.

SECTION 6. As it 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. Specifically, the Employer shall ensure that each individual who handles the sample shall provide written documentation of test performed (or necessity for handling the sample), the date and time of the testing, and their name, as well as the next individual to whom the sample is delivered. Specimen collection will occur in a medical setting and every precaution shall be taken to ensure that the procedures shall not demean, embarrass, or cause physical discomfort to the employee.

SECTION 7. 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, will be provided with 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 take these samples to a reputable physician or laboratory of his/her choosing for re-testing.

SECTION 8. Employees who may be drug or alcohol dependent are encouraged to voluntarily

seek professional assistance through a reputable treatment program. The Employee Assistance Program (E.A.S.E.) can provide counseling and referral. All records of an employee seeking medical rehabilitation for drug or alcohol dependency, either through E.A.S.E. or otherwise, will be kept strictly confidential. Voluntary assistance should be sought before dependence affects job performance so as to endanger fellow employees or otherwise adversely impact the employee's ability to perform his or her job duties.

SECTION 9. The E.A.S.E. program does not supplant or alter the normal discipline and grievance procedure. An employee subjected to disciplinary charges which include substance abuse on the job will be given access to the drug or alcohol screening results, the ability to have privately tested the blood or urine sample at an independent laboratory, and the opportunity to rebut the allegation of substance abuse. Any disciplinary order issued to an employee which includes allegations of 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 10. 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.

SECTION 11. The Employer is not responsible for any legal obligations and costs for claims based on the Union's duty of fair representation.

ARTICLE 37 **LICENSE RENEWAL**

SECTION 1. After receiving a receipt evidencing payment by the employee, the Employer agrees to reimburse bargaining unit members for the cost of renewing the licenses listed in Section 3.

SECTION 2. In addition, the Employer agrees to review requests for reimbursement for other licenses reasonably related to the employee's job duties. To qualify under this Section, the employee must notify the immediate supervisor and obtain written approval prior to obtaining the license.

SECTION 3.

- A. Waste Water Treatment Plant Operator
- B. Ohio EPA Class I and Class II Collection License

- C. Electrical License for either:
 - a. Cuyahoga County or
 - b. State of Ohio

- D. That portion of a Commercial Driver's License in excess of the cost of renewing a regular vehicle operator's license.

ARTICLE 38
TESTING/PROMOTIONS

SECTION 1. Promotions to the Inspector 3 classification shall be made in accordance with the passage of a test following the guidelines of the American Public Works Association. A passing grade shall be seventy percent (70%) and all Inspector 2's shall be automatically promoted to the Inspector 3 classification and pay grade.

SECTION 2. The test shall be developed by the Employer. The test shall be scored by the Employer and the test results shall not be subject to the grievance procedure.

SECTION 3. The Employer shall provide applicable study material to all candidates interested in taking the exam. The test shall be given twice (2X) a year, June and November except as noted herein. The first (1st) year the test shall be given in September.

SECTION 4. All test candidates shall hold the Inspector 2 classification and have been employed by the Department of Public Works for a minimum of twelve (12) months.

SECTION 5. The Employer shall pay lost time for all time spent by the employee taking the exam.

SECTION 6. An employee who has been suspended for disciplinary reasons shall not be eligible for a twelve (12) month period to take the promotional test.

SECTION 7. A Mechanic 1 shall have the opportunity to advance to Mechanic 2 after their second (2nd) anniversary date as a Mechanic 1 if they successfully pass a Class I Collection License or higher with the State of Ohio.

SECTION 8. A Mechanic 2 shall have the opportunity to advance to Mechanic 3 after their second (2nd) anniversary date as a Mechanic 2 if they successfully pass a Class II Collection License or higher with the State of Ohio.

SECTION 9. Reimbursement for testing and examinations will be governed by the same terms and conditions set forth in the Public Works departmental policy for Training & Continuing Education Programs. Reimbursement will only be applicable to passing scores. Requests will be given fair consideration in accordance with the essential job functions of the employee and are subject to supervisor's discretionary approval based on budgetary and operational consideration.

ARTICLE 39
UNIFORMS/VEHICLE MAINTENANCE

SECTION 1. The Employer reserves the right to require all employees to wear a uniform.

SECTION 2. Any required uniform shall be provided and maintained by the Employer.

SECTION 3. Effective upon ratification of this Agreement by both parties, all employees required to use their personal automobile in the performance of their duties shall be reimbursed such actual mileage at the IRS rate.

SECTION 4. The County will reimburse employees during the first (1st) year of this Agreement for the purchase of one (1) pair of ASTM compliant steel toe or ASTM compliant composite toe work boots up to a seventy-five dollar (\$75.00) value, every other year. Employees must provide a receipt for the purchase of work boots to be eligible for reimbursement. All receipts and requests for reimbursement must be submitted to the employee's immediate supervisor within six (6) weeks of ratification of this Agreement for 2013, and by March 31, 2015.

ARTICLE 40 **DISCIPLINE**

SECTION 1. The Employer and/or his designated agent retain the right to adopt reasonable rules and regulations which facilitate the efficient functioning of its operations and proper conduct of its employees.

SECTION 2. The Employer and/or his designee agent shall have the right to confer, reprimand, suspend, discharge, or otherwise discipline an employee for just and proper cause.

SECTION 3. An 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. It is mutually agreed that the State Personnel Board of Review and the County Human Resources Commission shall not have jurisdiction to review disciplinary actions.

SECTION 4. A suspension in accordance with this article shall be for a specific number of consecutive days on which the employee would be regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as workdays for purposes of the suspension only and the employee shall not be paid for the holiday.

ARTICLE 41 **INJURY LEAVE/WAGE CONTINUATION**

SECTION 1. Bargaining unit employees may participate in the injury leave/wage continuation program as provided in the Cuyahoga County Department of Human Resources Policies and Procedures Manual, which may be subject to change or discontinuation as determined by the County.

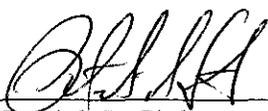
SECTION 2. The parties mutually agree that Employer decisions regarding eligibility for injury leave/wage continuation shall not be subject to the grievance process or arbitration.

ARTICLE 42
DURATION

SECTION 1. This Agreement shall become effective upon approval of the Cuyahoga County Council and the Union and shall remain in full force and effect until midnight April 30, 2015 and thereafter from year to year unless at least ninety (90) days prior to said expiration date or anniversary thereof, either party gives timely notice to the other of an intent to modify or terminate this Agreement. Within ninety (90) days after receipt of said notice, a conference will be arranged to negotiate any proposals.

WHEREFORE, duly authorized representatives of the parties have affixed their signatures below to indicate their assent to all of the terms of this successor Collective Bargaining Agreement.

For the Union:

By: 
Patrick L. Sink
Business Manager

By: 
Richard E. Dalton
President

By: 
Gary G. Siesel
Recording-Corresponding Secretary

By: 
Scott B. Peters
Stationary Department

By: _____
Patrick J. Gallagher
Chief Steward

For the Employer:

By: _____
Edward FitzGerald
Cuyahoga County Executive

APPENDIX A

LIST OF INCLUSIONS

Treatment Plant Aide
Operator in Training
Maintenance Mechanic I
Maintenance Mechanic II
Maintenance Mechanic III
Treatment Works Operator I
Treatment Works Operator II
Treatment Works Operator III
Pump Station/WWTP Foreman
Project Inspector I
Project Inspector II
Project Inspector III
Groundskeeper
Grounds/Maintenance Worker

The job classifications as listed above are split between the following departments: Building and Grounds, Environmental Services, and Inspection.



International Union of Operating Engineers

LOCAL 18 AND ITS BRANCHES • SERVING OHIO

THIRTY-FIVE FIFTEEN PROSPECT AVENUE • CLEVELAND, OHIO 44115

(216) 432-2668

FAX: (216) 432-0796

Local 18S



STATE EMPLOYMENT
RELATIONS BOARD
2013 JUL 10 P 2:17

July 8, 2013

State Employment Relations Board
65 East State Street, 12th Floor
Columbus, Ohio 43215-4213

Dear Sirs:

Enclosed you will find a signed copy of the newly ratified agreement between Local Union 18S, Cleveland, Ohio and *Cuyahoga County (Bargaining Unit: Department of Public Works, Sanitary Treatment Personnel and Project Inspectors)*.

This copy filed in accordance with Ohio State Employment Relations Board Rules 4117-1-01 through 4117-25-02.

Sincerely yours,

Scott B. Peters
District Representative

SBP/pjn
Enclosure(s)

