



12-MED-04-0509  
0507-02  
k29547  
02/26/2013

## COLLECTIVE BARGAINING AGREEMENT

Between

THE COUNTY OF CUYAHOGA

**JOB AND FAMILY SERVICES  
INVESTIGATIONS UNIT**

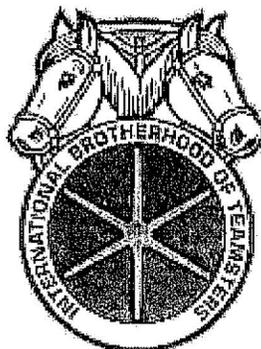
and

TRUCK DRIVERS UNION  
LOCAL 407

**JULY 1, 2012**

**Through**

**JUNE 30, 2015**



## TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
PREAMBLE	1
ARTICLE 1 RECOGNITION	1
ARTICLE 2 MANAGEMENT RIGHTS	2
ARTICLE 3 NO STRIKE/NO LOCKOUT	2
ARTICLE 4 PLEDGE AGAINST DISCRIMINATION AND COERCION	3
ARTICLE 5 GRIEVANCE PROCEDURE	4
ARTICLE 6 TERMINATION	8
ARTICLE 7 SENIORITY	8
ARTICLE 8 HOURS OF WORK	9
ARTICLE 9 ADDRESS NOTIFICATION	10
ARTICLE 10 PERSONNEL RECORD	10
ARTICLE 11 DISCIPLINE	10
ARTICLE 12 SICK LEAVE ACCUMULATION AND USE	11
ARTICLE 13 PARENTAL LEAVE	13
ARTICLE 14 MILITARY LEAVE	13
ARTICLE 15 HOLIDAY PAY	13
ARTICLE 16 VACATIONS	14
ARTICLE 17 SUBSTANCE AND ALCOHOL TESTING	15
ARTICLE 18 REST PERIOD	17
ARTICLE 19 PROVISION CONTRARY TO LAW	17
ARTICLE 20 LABOR MANAGEMENT COMMITTEE	18
ARTICLE 21 UNION REPRESENTATION	18

<u>Article</u>	<u>Page</u>
ARTICLE 22 UNION VISITATION	19
ARTICLE 23 JOB DESCRIPTION	19
ARTICLE 24 JOB VACANCIES	20
ARTICLE 25 LAYOFF-RECALL	21
ARTICLE 26 REPORT IN PAY	22
ARTICLE 27 UNION LEAVE	22
ARTICLE 28 UNION BULLETIN BOARD	22
ARTICLE 29 INCLEMENT WEATHER	22
ARTICLE 30 PRINTING	23
ARTICLE 31 WAGES	24
ARTICLE 32 HEALTH INSURANCE	25
ARTICLE 33 MILEAGE	26
ARTICLE 34 SANITARY CONDITIONS	27
ARTICLE 35 PART-TIME EMPLOYEES	27
ARTICLE 36 TEMPORARY TRANSFERS	27
ARTICLE 37 JOB CLASSIFICATION	28
ARTICLE 38 PROBATIONARY PERIOD	28
ARTICLE 39 SECURITY	28
ARTICLE 40 CREDIT UNION	29
ARTICLE 41 AIR CONDITIONING	29
ARTICLE 42 FAIR SHARE FEE	29
ARTICLE 43 CHECK-OFF	30

<u>Article</u>	<u>Page</u>
ARTICLE 44 PERSONAL DAYS	31
ARTICLE 45 PARKING	31
ARTICLE 46 JOB AUDITS	31
ARTICLE 47 DURATION	32
APPENDIX A - INCLUSIONS	33
APPENDIX B - EXCLUSIONS	33

## PREAMBLE

This Contract entered into between the County of Cuyahoga (hereinafter referred to as "the County" or "the Employer") and Teamsters Local 407, hereinafter referred to as "Union," has as its purpose the following:

Section 1: To achieve and maintain a satisfactory and stabilized employer/employee relationship and to provide improved work performance.

Section 2: To provide 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 union officers, on behalf of bargaining unit 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 Ohio Revised Code Chapter 4117, 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 County to negotiate as to wages, benefits, terms, and conditions of employment. This Contract pertains to all employees within the bargaining unit as defined hereunder.

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

## ARTICLE 1 RECOGNITION

Section 1: The Employer recognizes the Union as the sole and exclusive representative for all employees of the Employer in the job classifications as set forth in "Appendix A" herein, but excluding such classifications as are listed in "Appendix B" herein.

Section 2: The Union's exclusive bargaining unit includes the job classifications listed in Appendix A. The County will not recognize any other union or organization as representatives for any employee within such classifications.

ARTICLE 2  
MANAGEMENT RIGHTS

Section 1: Unless the Employer agrees otherwise in this Contract, nothing in Chapter 4117 of the Revised Code impairs the right and responsibility of the Employer to determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, budget, utilization of technology, organizational structure; to direct, supervise, evaluate, or hire employees; to maintain and improve the efficiency and effectiveness of governmental operations; to determine the overall methods, process, means, or personnel by which governmental operations are to be conducted; to subcontract bargaining unit work; to suspend, discipline, demote or discharge for just cause, layoff, transfer, classify, assign, schedule, promote, or retain employees; to determine the adequacy of the workforce; to determine the overall mission of the Employer as a unit of government; to effectively manage the workforce; and take actions to carry out the mission of the Employer as a governmental unit including the right to make and enforce reasonable conduct and safety rules. Further, this Article does not limit the rights of the County under Ohio Revised Code Section 4117.08.

Section 2: Prior to any subcontracting or transfer of bargaining unit work, the Employer will give the Union two (2) weeks' notice so the parties may negotiate over the effects of the decision on the bargaining unit. 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 35.

Section 3: The Employer is not required to bargain on subjects not covered by the terms of this Agreement except as it affects wages, hours, and terms and conditions of employment. Unless otherwise modified by this contract, the parties shall be subject to all rights, protections, and obligations of the County Personnel Policies and Procedures Manual, as revised from time to time by the County.

ARTICLE 3  
NO STRIKE/NO LOCKOUT

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

Section 2: When the Employer notifies the Union by fax or written notice that any

of its members are engaged in any such strike activity as outlined, 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.

Section 3: 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

Section 1: The provisions of this Contract shall be applied equally to all applicants for employment as well as to all employees in the bargaining unit without discrimination as to. Race, color, religion, sex, national origin, sexual orientation, disability, age, ancestry, marital status or political opinions or affiliation. The Union shall share equally with the County the responsibility for applying this provision of the Contract.

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

Section 3: 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. The County shall not illegally discriminate against any employee because of union membership or activities.

Section 4: The Union agrees not to interfere with the rights of the employees not to become members of the Union, and there shall be no discrimination, interference, restraint, coercion or reprisal by the Union or its representatives against any employee exercising the right to abstain from membership in the Union.

ARTICLE 5  
GRIEVANCE 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 a group grievance) 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 and arbitration procedure. An employee or Local Union shall be entitled to withdraw a grievance at any step of the grievance procedure.
- C. The word "day" as used in this article means calendar day and days shall be counted by excluding the first and including the last day. When the last day falls on a Saturday, Sunday or holiday, the last day shall be the next day which is not a Saturday, Sunday or holiday.
- D. Grievances shall be presented on forms mutually agreed to by the Union and the Employer.
- E. It is the goal of the parties to resolve grievances at the earliest possible time and lowest level of the grievance procedure.
- F. A grievance of any suspensions or discharges automatically commence at Step 3 of the grievance procedure and shall be filed within ten (10) workdays of the grievant's notification of such action. Additionally, any class or group grievances (grievances involving more than one employee) will automatically commence at Step 2 of the grievance procedure.

Section 2: When a grievance arises, the following procedure shall be observed:

STEP IA-ORAL STEP:

An employee who has a grievance shall take it up orally with his/her immediate supervisor within ten workdays after the events upon which the grievance is based. The supervisor shall give an answer to the employee within ten workdays and shall verify the date, time, and result of the oral step meeting.

STEP I B IMMEDIATE SUPERVISOR:

The employee and the Union representative shall sign and submit a written grievance to the Investigations Manager within ten workdays from the date of the supervisor's answer to the oral step meeting. The Investigations Manager shall render a written response to the grievant within ten workdays after the grievance is presented in writing.

STEP 2— DIVISION ADMINISTRATOR/DESIGNEE:

If the grievance is not resolved at Step 1, it shall be presented by the Union to the Division Administrator or his/her designee within ten workdays after receipt of the Step 1 response. Within fifteen workdays after the written response of dissatisfaction with the Step 1 response, the Administrator or designee shall meet with the employee, union business representative, and steward as needed in an attempt to resolve the grievance unless the parties mutually agree otherwise.

The Step 2 grievance response will be issued by the Administrator or his/her designee and will be provided to the grievant and the Union within fifteen workdays of the Step 2 meeting.

STEP 3— Human Resources:

If the grievance is not satisfactorily settled at Step 2, it must be appealed by the Union to the County's Department of Human Resources, Division of Employee and Labor Relations, within ten workdays after receipt of the Step 2 answer. A Step 3 meeting shall then be scheduled and conducted. Within twenty workdays after the Step 3 meeting, the designee of the Division of Employee and Labor Relations shall give a written answer to the Union representative or designee and the Department Director. A copy of the answer shall also be provided to the employee

#### STEP 4 ARBITRATION:

If the Union is not satisfied with the answer at Step 3, it may submit the grievance to arbitration by giving written notice of its desire to do so, presented to the County's Director of Law in writing within thirty workdays after receipt of the decision in Step 3.

##### A. ARBITRATION PANEL

Within thirty (30) days from the date of the Union's written arbitration request is received by the County's Director of Law, the Union shall notify the Federal Mediation and Conciliation Service (FMCS) and request a list of arbitrators (fees and expenses to be shared by the parties). The arbitrators shall be residents of Ohio and be selected by obtaining a list of seven (7) arbitrators from the FCMS sub-region for Northern Ohio. The Union and the Director of Law or his/her designee 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, solely for the period during which he/she will be testifying at the hearing and a reasonable time for travel to and from the hearing. However, if the witnesses' attendance at the hearing extends beyond the witnesses' scheduled working time, the witness 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 testimony is necessary to establish credibility of the grievant's testimony 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 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, nor shall the arbitrator impose on either party a limitation or obligation not specifically required by the language of this Agreement. The arbitrator shall not rule in such a way as to require the Employer or the Union to violate the County Charter, Ohio or federal law.

**E. EXPEDITED ARBITRATION**

If the parties both agree, any grievance may be arbitrated on an expedited basis. The parties shall meet to draft rules that are consistent with the rules of the American Arbitration Association. The fees and expenses of such proceeding, including those of the arbitrator, shall be borne equally by the Union and County.

**F. TITLE VII**

If a grievance is appealed to Step 4 of the Grievance Procedure and the employee has filed a private suit or a complaint with the Ohio Civil Rights Commission (OCRC) and/or the Equal Employment Opportunity Commission (EEOC), and said suit or complaint includes the issue being appealed to arbitration, it is agreed that the arbitrator shall not have jurisdiction over the grievance.

**Section 3: Time Limits:**

- A. Grievances may be withdrawn at any step of the grievance procedure. Grievances not appealed within the designated time limits will be treated as withdrawn grievances. Moreover, an employee or Local Union 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: Relevant Information:**

The Union and the Employer may request the production of specific documents, books, or papers reasonably available from the Union or the Employer and relevant to the grievance under consideration. Such request shall not be unreasonably denied. In the event of a dispute over relevancy of a request the matter shall be referred to the arbitrator for resolution.

**Section 5: It is agreed that the SPBR and HRC shall not have jurisdiction**

concerning bargaining unit employees.

ARTICLE 6  
TERMINATION

An employee's employment will be terminated when the employee:

- A. Retires, quits or resigns;
- B. Is discharged for cause;
- C. Is laid off for a period of more than twelve (12) consecutive months;
- D. Is absent without calling off for three or more consecutive workdays unless proper excuse is given for both the absence and 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 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.
- F. Fails to make application for reinstatement within thirty (30) calendar days from the date that PERS determines that a disability benefit recipient is no longer incapable of resuming the service from which the recipient was found disabled and no appeals are still pending.

ARTICLE 7  
SENIORITY

Seniority shall be defined as a bargaining unit employee's uninterrupted length of continuous service with the County. An employee shall have no seniority during his probationary period; however, seniority shall become retroactive to the date of hire once the probationary period is completed.

ARTICLE 8  
HOURS OF WORK

Section 1: Section 1: Forty (40) hours shall be the normal workweek for full-time employees. Employees shall be allowed a one (1) hour paid lunch each day. To qualify for the paid lunch period, employees must be at work a minimum of five and one-half (5-1/2) hours inclusive of the lunch period and the lunch period cannot be used to make up tardiness or 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: The Employer shall have the right to establish and change starting times and daily and weekly work schedules. Notice of any such change will be provided to affected employees not less than ten (10) workdays before the effective date of the change.

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.

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 at least two days in advance. Approval for the use of compensatory time will be based on the needs of the department. The employee shall be notified fifteen workdays 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 worked overtime hours and must be taken within 180 calendar days from the date the hours were worked. The use of compensatory time is voluntary.

Section 5: The County shall develop criteria for flex-time policy. Said criteria shall be discussed with the Union prior to implementation.

Section 6: 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.

ARTICLE 9  
ADDRESS NOTIFICATION

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

ARTICLE 10  
PERSONNEL RECORD

Section 1: An employee shall have the right to inspect his personnel record provided ample notification is given to the Department of Human Resources.

ARTICLE 11  
DISCIPLINE

Section 1: The Employer reserves the right to discipline any employee for just cause. Discipline shall be progressive, taking into account the nature of the violation and the totality of the circumstances (including, but not limited to, the employee's record). Forms of discipline may include oral reprimand (reduced to writing for documentation purposes), written reprimand, suspension and discharge. Depending on the severity of the situation, the Employer reserves the right to skip one or more of these disciplinary forms when determining the appropriate level of discipline to impose.

Section 2: An employee shall be given a copy of all disciplinary action within five (5) working days of the effective date of discipline. Further, the Local Union shall be given a copy of any suspension and/or discharge notice within five (5) working days of the effective date of discipline.

Section 3: Discipline that results in a suspension or removal may be reviewed through the Grievance Procedure beginning at Step 3. No employee shall be suspended or removed without first having an opportunity to participate in, a Pre-Disciplinary Conference, except that an employee may be relieved of duty without pay pending a disciplinary investigation on a case by case basis. Employees shall be afforded Union representation at pre-disciplinary conferences. The Employer shall notify the union and the employee of the time and place of the conference. An employee may elect in writing to waive the opportunity for a pre-disciplinary conference. If the Union Business representative is not available to attend at the time that the conference is originally scheduled by the Employer, the Employer shall accommodate the

situation by rescheduling the conference to a reasonable alternative without undue delay. A conference that is rescheduled to an alternative date shall not be rescheduled again unless the Employer determines that it is necessary.

Section 4: Any employee may appeal any disciplinary action through the grievance arbitration process.

Section 5: No verbal, written reprimand or suspension in an employee's personnel file will be considered, for purposes of subsequent disciplinary action, twenty-four months after the date of discipline, as long as the employee does not receive any other disciplinary action for a like or related offense during the twenty-four month period. If a like or related disciplinary action is administered, the new twenty-four month period will commence on the date the subsequent disciplinary action is administered.

Section 6: In the event an employee is required to meet with supervision under circumstances which reasonably lead the employee to believe that disciplinary action may result from the meeting, the employee, upon making a request for Union representation, will have the right to have a Steward present at the meeting.

## ARTICLE 12 SICK LEAVE ACCUMULATION AND USE

Section 1: Employee shall earn and accumulate paid sick leave at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including vacation sick leave, paid holidays and overtime, but not for time on leave of absence or layoff.

Section 2: Sick leave shall be granted for absences due to the following reasons:

- A. Illness, injury or pregnancy-related condition of the employee.
- B. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
- C. Examination of the employee, including medical, psychological, dental or optical examination by an appropriate practitioner.
- D. Death of a member of the employee's immediate family. In the event of the death of a member of his/her immediate family, an employee shall be granted time off with pay, to be charged against his/her accumulated and unused sick leave not to exceed five days. 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 with pay, to be charged against his accumulated and unused sick leave,

for one day to attend the funeral if within the State of Ohio or two days when the funeral is outside the State of Ohio. Any additional time off requested by the employee is subject to the approval of the Employer.

To be eligible for funeral leave, an employee must attend the funeral, or other obligations related to the death and/or estate, etc., and the failure to do so or a misrepresentation of facts related to a funeral leave shall be proper cause for disciplinary action as well as forfeiture of pay for the time away from work.

E. Illness, injury or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the family member.

F. Examination, including medical, psychological, dental or optical examination of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary.

In the event the employee has no sick, vacation or compensatory time, the employee must request an Administrative Leave.

Section 3: 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 a prerequisite to his return to work after being off for three consecutive workdays. 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. A medical certificate will be required if an employee is suspected of abusing sick leave as outlined in the current Personnel Policy and Procedures manual. If management requires a second opinion from a physician of its choosing, the cost of such examination shall be paid by the County. Employees recognize that the use of Sick Leave for any other purpose than specified in the County Personnel Policy and Procedures Manual will be appropriate cause for discipline.

Section 4: When the use of sick leave becomes necessary, the employee shall notify his or her immediate supervisor or section chief by telephone not later than one-half (1/2) hour before the employee's normal starting time. Unless notification is given, no sick leave will be approved except for unusual circumstances beyond the employee's control. Management may substitute an automated answering system to receive the notification of sick leave usage.

Section 5: Immediate family is defined as grandparents, brother, sister, brother-in-law, sister-in-law, father, father-in-law, daughter-in-law, son-in-law, mother, mother-in-law, spouse, child, grandchild or guardian.

Section 6: All other forms of leave shall be processed in accordance to the County Personnel Policies and Procedures Manual.

ARTICLE 13  
PARENTAL LEAVE

Section 1: Employees shall be entitled to a maternity leave of absence with or without pay, upon request, under the same procedures as applied to all other leaves of absence. The duration of the leave will be flexible, but shall be based upon the medical judgment of the employee's physician, both as to when the leave shall begin and end, shall not exceed six (6) months in a twelve (12) month period of paid and /or unpaid leave combined.

Section 2: A certificate from the employee's physician as to fitness to perform the duties to be required of her shall be prerequisite for return to work at the expiration of leave.

Section 3: The County may designate any paid /unpaid leave as FMLA leave if an employee or covered family member has an FMLA qualifying condition.

ARTICLE 14  
MILITARY LEAVE

All employees shall be granted a leave of absence for military duty in accordance with federal and state law.

ARTICLE 15  
HOLIDAY PAY

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

Section 2: Temporary employees are not entitled to holiday pay. Regular part-time employees are entitled to holiday pay on a pro-rata basis based upon the hours worked per week compared to a 40 hour week. Example: If a part-time employee regularly works 30 hours per week, his holiday pay would be three-fourths of a full eight (8) hour holiday, which is six (6) hours of holiday pay.

Section 3: 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 4: To be entitled to holiday pay, an employee must be in active pay

status and must work the scheduled workday before and the scheduled workday after the holiday. For the purpose of this paragraph approved vacation time, verified funeral leave, verified accident or injury which requires inpatient hospitalization or out-patient treatment, bona fide illness, and any other written approved paid leaves of absence will be considered as hours worked.

## ARTICLE 16 VACATIONS

Section 1: All regular full-time employees shall earn pro-rated vacation leave each pay period at their regular hourly pay rate based upon their length of service with the County, State of Ohio, or any other political subdivision of the State of Ohio:

1 year but less than 5 years: 80 working hours (3.1 hours per 80 hours in active pay status)

5 years but less than 15 years: 120 working hours (4.6 hours per 80 hours in active pay status).

15 years but less than 25 years: 160 working hours (6.2 hours per 80 hours in active pay status)

25 years or more: 200 working hours (7.7 hours per 80 hours in active pay status).

For purposes of this article, "active pay status" includes conditions under which an employee is eligible to receive pay such as vacation leave, sick leave with pay, regular hours worked (overtime hours are not included), holidays, personal leave with pay, and compensatory time.

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

Section 3: If a recognized holiday for which the employee is eligible falls within an employee's vacation leave, the employee shall receive holiday pay for that day rather than vacation pay.

Section 4: Employees may carry their vacation leave from year to year, up to a maximum of three (3) years accrual. Once an employee accumulates the maximum allowable vacation amount of three (3) years accrual for the employee's particular accrual rate, the employee has a period of one (1) year from the date in which the maximum balance was attained to use accrued time in excess of the allowable amount. Upon the end of the year period, any time over the maximum amount will be forfeited.

## ARTICLE 17 SUBSTANCE AND ALCOHOL TESTING

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 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 appropriate medical personnel.

Section 3: An employee may be referred for such substance and alcohol testing if at least one supervisor has a reasonable suspicion that the employee is then under the influence of drugs or alcohol at work. Reasonable suspicion is defined as employee's observable action, appearance or conduct that reasonably indicates the need for substance and alcohol testing.

Section 4: When a supervisor determines that he has reasonable suspicion, the supervisor will complete a form which will be presented to the Department of Human Resources the same day. If the Department of Human Resources, determines that there is reasonable suspicion, 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 Employer's drug and alcohol rules; or
- B. An employee involved in a motor vehicle accident while in the course and scope of employment 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 there is reasonable suspicion, 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 insure 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 drug 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 an opportunity to have these samples sent to a National Institute of Drug Abuse (NIDA) certified laboratory of his/her choosing for re-testing. 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 (EAP) can provide counseling and referral. All records of an employee seeking medical rehabilitation for drug or alcohol dependency, either through the 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. The Employer shall list the basis upon which it was determined that there was reasonable cause to believe the employee was using drugs or alcohol 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 18 REST PERIOD

There shall be one fifteen minute rest period for each four hours worked. The time represents actual time away from the employee's regular duties. The rest period will be scheduled during the middle two 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 Employer shall provide each employee with additional rest periods as provided above.

#### ARTICLE 19 PROVISION CONTRARY TO LAW

If a tribunal of competent jurisdiction should find any provision of this Agreement not to be in conformity with the laws of the State of Ohio or the United States of America, the parties will meet to attempt to negotiate any necessary change in the Agreement relative to the affected provision only, and the remainder of this Agreement shall continue in full force and effect.

ARTICLE 20  
LABOR MANAGEMENT COMMITTEE

Section 1: In the interest of promoting sound management relations, the Employer and the Union agree to hold semi-annual labor management meetings. Labor-Management meetings are intended to provide an opportunity to present and discuss work related issues. The meetings will be attended by the Department Director and/or designees and the Union President or his designee and an equal number of management and Union members, not to exceed three members per side.

Section 2: Labor management meetings will be scheduled at least five workdays in advance at a time and location mutually agreeable to the parties.

Section 3: Meeting agendas shall be prepared by the Union and the Employer and distributed 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. However, any recommendations and/or agreements consistent with the labor agreement reached by the parties shall be reduced to writing, dated and signed by both parties.

ARTICLE 21  
UNION REPRESENTATION

Section 1: Employees selected by the Union to act as Union representatives for the purpose of processing grievances under the grievance procedure, shall be known as Stewards. Each Steward may have an alternate Steward to act as Steward only in the absence of the regular Steward.

Section 2: The Employer recognizes the right of the Local Union to designate a reasonable number of Stewards and alternates from the Employer's seniority list. The Employer shall make a lockable room available for the Union to use as needed and provide the Union with a key. The space may be a room that is also used by the Employer for other purposes.

Section 3: Each Steward or, in his absence, the Alternate Steward, shall be permitted reasonable time off, with pay, not to exceed two and one-half (2.5) hours per week, to conduct appropriate representation activities. Stewards or, in their absence, the Alternate Steward, shall be paid for time spent representing an employee at any step of the grievance procedure at a formal pre-disciplinary hearing or a labor management meeting.

Section 4: Stewards shall adhere to the following procedure in processing grievances:

- A. An employee having a grievance as defined herein shall notify his Steward who will notify the employee's immediate supervisor to arrange for the release of the employee to meet with the Steward.
- B. Before leaving his job, the Steward shall record on a special Steward Activity Sheet, (See Appendix C) the time he starts his Union work.
- C. When it is necessary for a Steward to enter a department (or section of a department) supervised by a supervisor other than his own, he shall first contact the supervisor and 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 first 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), and shall record the time of his return to work on the Steward Activity Sheet.
- E. Stewards shall process grievances with proper regard for the Employers operational needs, and shall cooperate in good faith with the Employer in keeping to a minimum the time lost from work due to representation activities.

ARTICLE 22  
UNION VISITATION

Reasonable access to the Employer's premises shall be permitted to union officers and Representatives for the purpose of administering the contract. The Union agrees to notify the Director of his/her designee in advance when visiting the Employer's premises. Union visitation shall not interfere with the work of any employee or the normal operations of any unit of the County.

ARTICLE 23  
JOB DESCRIPTION

Section 1: Each job description shall list the major or central duties of the particular job.

Section 2: The Employer agrees to provide a job description to every employee

when hired, transferred, promoted or demoted into a classification.

Section 3: The Employer shall make available to the Union the current job descriptions for all jobs in all job classifications in the bargaining unit. The Employer reserves the right to modify, change, or amend the content of a job description. Whenever a change occurs in the description of any such job, the Employer 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. The Employer will allow the Union ten calendar days to respond to the proposed change before implementing the change.

Section 4: If substantial changes in the method of operation, tools or equipment occur, the Employer shall meet with the Union. If the Union believes any such change is arbitrary, unreasonable, or discriminatory, it may contest the change through the grievance procedure.

Section 5: In the event it becomes necessary to change the structure or realign employees to different supervisory units, the Employer agrees to meet with the Union Steward and discuss such changes prior to implementation.

#### ARTICLE 24 JOB VACANCIES

Section 1: Whenever the Employer determines to fill a 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 Employer. The Employer shall not be obliged to consider applications submitted after the seven (7) calendar day period for posting has expired or to consider applicants who do not meet the minimum job related qualifications for the job. Postings shall contain the classification title, rate of pay minimum, education and experience qualifications required for the vacant position, department area of vacancy, shift and a brief summary of the job duties. A copy of the application form shall be retained by the employee.

Section 2: 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. In the event that two (2) or more employees have substantially equal qualifications, the applicant with more seniority will be selected.

Section 3: If an Investigation Assistant is selected through this process to fill an

Investigator's position, the Investigation Assistant will be required to complete the Investigator training process, and will be allowed a one hundred eighty (180) day period to demonstrate that he is qualified for the position. Should the employee fail to qualify during this 180 day period, he shall be returned to his former classification.

## ARTICLE 25 LAYOFF-RECALL

Section 1: When the Employer determines that layoffs are necessary, employees will be laid off from the affected classification in inverse order of seniority within the employees' classification. An employee who is laid off from his/her classification may displace a less senior employee in any prior classification in the bargaining unit held by the employee provided the employee is qualified to perform the work in question.

Section 2: Employees who are laid off shall be placed on a recall list for a period of twelve months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff based on seniority.

Section 3: Employees who are eligible for recall shall be given fourteen calendar days prior notice. The notice shall be sent to the employee by certified or registered mail to the employee's last known mailing address according to County records.

Section 4: The employee must notify the County of his/her intention to return within five calendar days after receiving notice of recall or within ten calendar days of mailing the notice, whichever is sooner.

Section 5: If the employee fails to comply with the notification requirement set forth herein, his/her seniority shall be terminated effective immediately. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the agency head with his/her latest mailing address.

Section 6: When it becomes necessary to implement a layoff, employees shall be notified at least fourteen (14) days prior to layoff.

Upon receipt of such notice, the Employer shall certify the names of those to be laid off, based on seniority, but in the following order:

1. Probationary employees.
2. Part-time employees.
3. Full-time employees.

ARTICLE 26  
REPORT-IN PAY

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

ARTICLE 27  
UNION LEAVE

Upon the written request of the Union President or his designee, a leave of absence without pay not to exceed fifteen (15) workdays may be granted once each calendar year to not more than two (2) employees agency wide to perform official Union business or to attend a Union convention, provided that five (5) workdays advance notice specifying the reason for the leave is given to the Employer.

ARTICLE 28  
UNION BULLETIN BOARD

Section 1: The Employer will provide one bulletin board at each location.

Section 2: The Union will utilize the bulletin boards for the posting of newsletters, bulletins, or other announcements of interest to its members. The Employer may make a copy of any such postings.

Section 3: The Union agrees that no material of a political, personal, defamatory or otherwise objectionable nature shall be posted on the bulletin boards.

Section 4: It is agreed that the postings will be limited to the aforementioned bulletin boards.

ARTICLE 29  
INCLEMENT WEATHER

Whenever the County Executive or his/her designee declares a closing of County offices due to inclement weather, the following rules shall apply:

Section 1: WHOLE DAY CLOSING: If the Employer's offices are closed for an entire day, all employees who were scheduled to work shall be paid their regular straight time rate for the 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 26 (Report in Pay) shall not be applicable.

Section 2: PARTIAL (EARLY) DAY CLOSING: If the Employer's offices are closed after the start of a regular workday, Directors or their designee shall have the discretion to designate "essential staff", which shall be required to remain at work as though no inclement weather day was declared. All employees not designated as "essential staff" who report 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 workday as though they were at work. Essential staff shall remain at work. However, such employees shall receive "early closing time" on an hour for hour basis. The early closing time must be exhausted within ninety 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 or his/her designee, the employee must contact his supervisor no later than one hour after the start of his shift. The supervisor may authorize the use of available vacation, comp time, or early closing time, upon the employee's request, or leave without pay. An employee who fails to contact his supervisor will be charged with unexcused absence for the time absent from work unless circumstances beyond the employee's control prevent such timely contact.

ARTICLE 30  
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 31  
WAGES

Retroactive to July 1, 2012, the pay ranges shall be increased by one percent and shall be as follows:

<u>Classifications</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Investigator	16.06	17.38	18.34	19.31	20.00	20.71
Investigation Assistant	12.23	14.30	15.09	15.89		

**Section 1:** Effective July 1, 2013, the pay ranges shall be increased two percent (2%). Effective July 1, 2014, the pay ranges shall be increased by two percent (2%).

**Section 2:** New employees shall be employed at Step 1 of the wage schedule for their classification and remain at this step for one year from the date of hire. Their rates shall be adjusted effective on the first date of the pay period in which their twelve (12) month anniversary falls and so on at annual intervals until the maximum rate of pay is reached for their classification.

**Section 3:** Cuyahoga County employees who are promoted to a position in the bargaining unit shall be placed at the nearest step which reflects at least a five percent (5%) promotional increase in wages. However, in no case will the employee's wage rate be set higher than the maximum rate for the position. If a promoted employee's wage rate is not increased at least five percent (5%), the employee shall receive a one-time lump sum payment equal to the difference between the employee's former annual salary multiplied by 1.05 and the employee's new annual salary. If the promoted employee's prior wage rate is equal to or higher than the maximum rate for the new position, the employee's wage rate shall remain the same and the employee shall receive a one-time lump sum payment of five percent (5%) of the employee's base salary. Promoted employees shall be eligible for lump sum payments pursuant to this section only upon successful completion of their probationary periods.

Section 4: Employees who are demoted shall be placed at the scale rate for the position on the basis of their job experience in the lower classification. If the employee has little or no experience in the lower classification, the employee's wage rate shall be reduced by at least five percent (5%) in accordance with County policy. If after demotion the employee's wage rate is higher than the scale rate, in successive years the employee's wage rate shall not be increased over the scale rate for that year and the employee shall receive a lump sum payment equal to the difference up to the same annualized increase that all other employees receive for that year to the employee's base salary.

## ARTICLE 32 HEALTH INSURANCE

Section 1. An eligible employee is defined as a full time employee covered by this Agreement. The Flex Count Plan (the plan) is defined as the section 125 or cafeteria plan, which is provided by the Employer for health insurance, benefits for County employees. The Employer shall be responsible for providing eligible employees with the opportunity to enroll in the plan once during each plan year at its annual open enrollment period. The plan year commences on January 1, and ends on December 31 of the calendar year, but is subject to change.

Section 2. Effective the first day of the first month following ratification of the Collective Bargaining Agreement by the parties, bi-weekly employee contributions for medical and prescription drug benefits shall be determined as follows:

a) 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: Employer 90% of plan costs; Employee 10% of plan costs.

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

Section 4. The Employer will contribute 90% of the costs for the ancillary benefit plans (i.e., vision and dental) and the employees will contribute 10% of the costs for the ancillary benefit plans.

Section 5. The Employer shall be entitled to increase the cost containment features of the Flex Count Plan, which may include, but not limited to, deductibles, co-insurance, and spousal exclusion provisions. Deductibles and co-insurance shall be effective June 1, 2013.

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.

Section 9. Implementation following negotiations: another open enrollment period shall occur prior to the effective date (June 1, 2013) of the deductibles and co-insurance provisions.

### ARTICLE 33 MILEAGE

All employees required to use their automobile in the performance of their duties shall be reimbursed such actual mileage at the IRS rate.

ARTICLE 34  
SANITARY CONDITIONS

The County shall take all reasonable steps to keep work, meal and washroom areas clean and neat, and all employees shall conduct themselves in an appropriate manner in these areas.

ARTICLE 35  
PART-TIME EMPLOYEES

At no time will the number of part-time employees exceed 6.5% of the total number of bargaining unit employees.

ARTICLE 36  
TEMPORARY TRANSFERS

Section 1: The County may temporarily transfer employees from one job classification to another job classification or to retain such temporary transfer shall not exceed ninety (90) 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: In the event of a bona fide emergency, an employee may be transferred to a non-bargaining unit position within County for the duration of the emergency but not to exceed, in any event, five (5) working days.

Section 3: If the County temporarily transfers an employee to another job classification position he shall receive the rate of pay of the other classification if the rate of pay for such other classification is higher than his regular rate. If the rate of pay for the other job classification is lower, the employee shall retain his regular rate of pay.

Section 4: In the event it becomes necessary to extend the ninety (90) day limitation on transfers, the County and the Union shall meet to discuss the matter.

Section 5: The County shall give the affected employee forty-eight (48) hours prior notice, if possible, before initiating any temporary transfer.

ARTICLE 37  
JOB CLASSIFICATION

Section 1: The Employer agrees to continue to utilize the current job classifications in effect on the date of the signing of this Agreement. The Employer reserves the right to make changes in job classifications. Said changes shall not be made for arbitrary or capricious reasons.

Section 2: The Employer shall meet with the Union at least ten (10) working days prior to making changes in job classifications for the purpose of discussing such changes.

Section 3: If a new job is established which has not been previously classified, the Employer shall meet with the Union for the purpose of placing the job in an existing classification or establishing a new classification.

Section 4: The assignment of specialized job duties shall be done at the Employer's discretion. The express desires of employees to perform specialized assignments will be considered.

ARTICLE 38  
PROBATIONARY PERIOD

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, provided, however, the Employer will not discharge a probationary employee because of union membership or union activity.

Employees hired into the classifications of Investigation Assistant and Investigator shall be considered to be on probation for a period of 180 calendar days.

ARTICLE 39  
SECURITY

The County shall provide security at each of its locations.

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 40 CREDIT UNION

The Employer shall, during the life of this Agreement, make deductions from the employees' pay when properly authorized to do so by the employee, and remit same to the Teamster's Credit Union.

#### ARTICLE 41 AIR CONDITIONING

The County shall attempt to provide air conditioning at all its locations. At those primary work locations of employees covered by this Agreement which are presently air-conditioned the County shall take all reasonable steps to see that the equipment shall be adequately maintained by the building owner so as to be operable at all times.

#### ARTICLE 42 FAIR SHARE FEE

Section 1: All bargaining unit employees who are not members of the Union must, as a condition of continued employment, pay to the Union a fair share fee as their contribution toward the administration of this contract. This provision shall not require any employee to become a member of the Union.

Section 2: The fair share fee amount shall not exceed the monthly Union dues and shall be certified to the Employer by the Secretary-Treasurer of the Local Union. The Employer shall deduct the fair share fee from any earnings of the bargaining unit employee. Payment to the Union of the fair share fee shall be made in accordance with the regular dues deduction as provided in Article 43 of this contract. No written employee authorization is necessary for the deduction of a fair share fee.

ARTICLE 43  
CHECK-OFF

Section 1: The Employer will honor dues deductions (check-off authorizations from any employee in the bargaining unit covered by this contract who is a member of the Union on the date the contract is signed and all other employees in such bargaining unit who are or become members of the Union at any time in the future.

Section 2: The Employer will deduct regular initiation fees, assessments, and monthly dues from the pay of employees covered by this contract upon receipt from the Union of individual written authorization cards voluntarily executed by those employees for that purpose and bearing their signatures. Any employee shall have the right to revoke such authorization by providing written notice to the Union and the Employer any time during the fifteen (15) calendar days prior to the anniversary date of each year of the contract. The Employer's obligations to make deductions for a unit employee shall terminate automatically upon the timely receipt of a proper revocation of authorization, or upon termination of the employee's employment, or upon the employee's transfer to a job classification outside the bargaining unit.

Section 3: The Employer will make monthly deductions from the pay of all employees who are members of the Union for whom it possesses the written authorization. In the event an employee's pay is insufficient for the deduction to be taken from it, the Employer will deduct the amount from the employee's next month's regular pay when the amount earned is sufficient for the deduction to be made.

Section 4: The Employer shall transmit to the Union all deductions, together with an alphabetical list of names of all employees whose fees and/or dues have been deducted, no later than the fifteenth (15th) day following the pay date on which the deductions were made, and upon receipt, the Union shall assume responsibility for the disposition of all funds deducted.

Section 5: The Employer shall place back on check-off those employees who return to the active payroll from a leave of absence, layoff, or suspension.

Section 6: The Employer will notify the Union of all new hires within ten (10) days after their having been hired. The Union shall be furnished with the new employee's name, mailing address, initial employment date, and the position for which he or she was hired.

ARTICLE 44  
PERSONAL DAYS

Section 1: Effective upon ratification of this Agreement, all bargaining unit employees may use one (1) personal day as stated below provided that the day must be used by June 30, 2014. On July 1, 2014, employees shall receive a one-time payment equal to eight (8) hours of pay at their regular straight rate. This payment shall not be included in the overtime calculation. Following July 1, 2014, this Section shall cease to have any effect and no further personal day deducted from sick leave shall be permitted.

An employee shall be entitled to use up to eight (8) hours of accumulated sick leave as a personal day under the following conditions:

1. The employee must have an accumulated sick leave balance of eight (8) hours or more at the time of the request.
2. Personal time must be deducted from the employee's accumulated sick leave balance.
3. The employee is limited to eight (8) hours during a twelve (12) month period from the date of usage.
4. The employee must provide the Employer with one (1) week prior notice.

Section 2: Employees shall be entitled to one (1) personal day per calendar year that shall not be deducted from accumulated sick leave. To be eligible to take this personal day the employee must provide the Employer with the same one (1) week advance notice that is required above.

ARTICLE 45  
PARKING

Section 1: Employees must be advised at least one (1) workday in advance of any required trips into the field during their workday. If not so notified, the County will be required to pay for the employee's parking at the office only.

Section 2: Consistent with the current practice of the parties, employees shall be reimbursed for reasonable parking expenditures when they are away from the office on official agency work assignments. Receipts for such expenditures must be presented.

ARTICLE 46  
JOB AUDITS

Employees will be entitled to job audits in accordance with the County's Policies

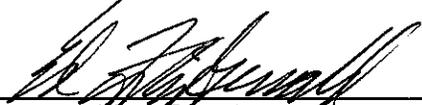
and Procedures Manual to the extent that it is applicable.

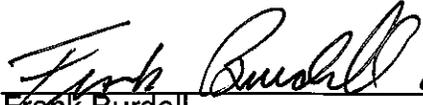
ARTICLE 47  
DURATION

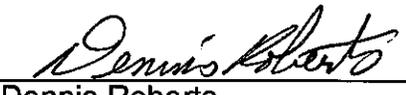
This Agreement shall be in effect as of July 1, 2012 and shall continue in full force and effect through June 30, 2015.

THE COUNTY OF CUYAHOGA

TEAMSTERS UNION, LOCAL NO. 407

  
\_\_\_\_\_  
Edward FitzGerald,      2/14/13  
County Executive      Date

  
\_\_\_\_\_  
Frank Burdell      2/8/13  
Date

  
\_\_\_\_\_  
Dennis Roberts      2/8/13  
Date

APPENDIX A - INCLUSION

All full-time and part-time Investigators and Investigation Assistants at the Division of Job and Family Services of the Department of Health and Human Services.

APPENDIX B - EXCLUSIONS

All other employees and all statutory exclusions.