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An Agreement Between

Cuyahoga County

and

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

Ohio Council 8, Local 1746, AFL-CIO

July 1, 2014 – June 30, 2017

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PREAMBLE

This contract is entered into by and between the County of Cuyahoga, (hereinafter referred to as "County" or "the Employer"), and Local 1746 and Ohio Council 8 of the American Federation of State, County and Municipal Employees, AFL-CIO, (hereinafter collectively referred to as "Union"). This contract has as its purpose the following:

Section 1. To achieve and maintain satisfactory and stabilized employer/employee relationships and improved work performance.

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

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 and to achieve and maintain the most efficient, best possible public service in the interest of not only the parties, but also the citizens of Cuyahoga County.

ARTICLE 1: RECOGNITION

Section 1. The Union is recognized as the sole and exclusive representative for all employees of the County in the job classifications of the bargaining unit for the purpose of establishing rates of pay, wages, hours and other conditions of employment, 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 Employer will not recognize any other Union or organization as representatives for any employee within such classifications.

ARTICLE 2: MANAGEMENT RIGHTS

Unless the Employer agrees otherwise in this Contract, nothing 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 of policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, organizational structure; direct, supervise, evaluate, or hire employees; maintain and improve the efficiency and effectiveness of governmental operations; determine the overall methods, process, means, or personnel by which governmental operations are to be conducted; suspend, discipline, demote or discharge for just and proper cause; lay off, transfer, assign, schedule, promote, or retain employees; determine the adequacy of the work force; determine the overall mission of the Employer as a unit of government; effectively manage the work force; and take actions to carry out the mission of the Employer as a governmental unit. Further, this Article does not limit the rights of the County under Ohio Revised Code Section 4117.08.

ARTICLE 3: NO STRIKE/NO LOCKOUT

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

Section 2. When the County notifies the Union by certified mail 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 all employees to immediately return to work.

Section 3. The County 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, unless those members have violated Section 1 of this Article.

ARTICLE 4: PLEDGE AGAINST DISCRIMINATION AND COERCION

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

ARTICLE 5: CHECK-OFF

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

Section 2. The County will deduct regular monthly dues from the pay of employees covered by the Contract upon receipt from the Union of individual written authorization cards voluntarily executed by an employee for that purpose and bearing his/her signature, provided that any employee shall have the right to revoke such authorization by giving written notice to the Union at any time during the fifteen (15) calendar days prior to the termination of this contract.

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

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

Section 5. All deductions under Sections 4 and 5 of this Article, together with any alphabetical list of names of all employees whose fees and/or dues have been deducted, shall be transmitted to the Union no later than the tenth (10th) day following the end of the pay period in which the deduction is made. Upon receipt, the Union shall assume responsibility for the disposition of all funds deducted.

Section 6. The County shall place back on check-off those employees who return to the active payroll from a leave of absence, layoff, suspension, or who are transferred from one department to another department.

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

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

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

ARTICLE 5A: FAIR SHARE

Section 1. All bargaining unit employees, as a condition of employment, shall pay to the Union through payroll deduction, a fair share fee as a contribution toward the administration of this Contract.

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

Section 3. Employees who fail to comply with these requirements shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union. The fair share fee amount shall not exceed the monthly union dues and shall be certified to the County by the treasurer of the local union. On an annual basis, the Union will provide the Employer with the same information regarding its calculation of the fair share fee as it is required by law to provide to fair share fee payers. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require authorization for payroll deduction. Payment to the Union for fair share fees shall be made in accordance with the regular dues deduction as provided in Article 5 of this Contract.

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

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

ARTICLE 5B: P.E.O.P.L.E. CHECK-OFF

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

- (A) An employee shall have the right to revoke such authorization by giving written notice to the County and the Union at any time and the authorization card shall state clearly on its face the right of an employee to revoke.
- (B) The DHS obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

- (C) The contribution amount shall be certified to the County by the Union. The Union shall provide the County with thirty (30) days advance notification of any change in the contribution amount along with the written authorization card voluntarily executed by the employee. Contributions shall be transmitted to the Union in accordance with the provisions of Article 5 of this contract. This transmittal shall be accompanied by an alphabetical list of all employees for whom deductions have been made and the names of employees for whom deductions have been terminated and the reason for termination.
- (D) All P.E.O.P.L.E. contributions shall be made as a deduction separate from the fair share fee and dues deductions.

ARTICLE 6: UNION VISITATION

Non-employee representatives of the Union may enter the premises of an operation of the DHHS between the hours of eight-thirty (8:30) a.m. and five o'clock (5:00) p.m., Monday through Friday, upon request to the DHHS Director or his/her designee, for the purposes only of ascertaining whether or not this Contract is being observed and attending Step 3 meetings of the Grievance Procedure. Such visit(s) shall be made by appointment with the Director or his/her designee and shall not interfere with the work of any employee or the operations of the DHHS. If a need to enter the premises of any operation of the DHHS occurs between the hours of five o'clock (5:00) p.m. and eight-thirty (8:30) a.m., Monday through Friday, or on Saturday or Sunday, said representative of the Union shall contact the Director or his/her designee for permission to enter the premises of the DHHS. Whenever a meeting is appropriately scheduled the Employer shall refrain from unnecessary interruptions to the extent possible.

ARTICLE 7: BULLETIN BOARDS

The County shall provide the Union with bulletin boards with doors and locks at mutually selected locations in all divisions of the DHHS. All bulletin board notices of the Union shall bear the signature of an official of the local union and/or Ohio Council 8. A copy of all posted notices shall be given to the Director and/or Human Resource Manager prior to posting. Failure to follow the condition set forth above will be grounds for the County to remove any posting without recourse from the Union.

ARTICLE 8: 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 shall have an alternate who shall act as Steward when the regular Steward is absent from work, or is unavailable due to job duties.

Section 2. The County shall recognize one Steward for each ninety (90) employees in active pay status. The Union shall notify the County regarding the actual assignments of the Stewards by location and/or classification.

Section 3. The expectation is that Stewards will remain in their role as Stewards regardless of the fluctuation of the DHHS staffing patterns until the next election of Stewards. However, in the event of a reorganization or deployment of employees that impacts on the location of Stewards, the parties will meet in an effort to resolve the issue. The Union President, Vice President, Recording Secretary and Recording Treasurer shall remain on their respective shifts during their terms of office. The Stewards and Alternate Stewards shall remain in their respective locations and on their respective shifts during their terms of office unless there is a reorganization or deployment in which case they may remain for a reasonable time period to allow the Union an opportunity to replace them if necessary.

Section 4. Thirty (30) days prior to the Union's election of Stewards, the County will meet with the Union to determine the number of Stewards to be elected by applying the ratio provided for in Section 2 of this Article.

Section 5. The County shall recognize the Union President as a full-time union representative. The President shall not be required to carry a caseload or perform the duties of his/her classification. The President shall be permitted to investigate, process grievances, and handle other related union business during normal work hours without loss of pay. The President shall be supervised by the department director and must report daily to the director or designee to sign in and out. In the event a president is not re-elected, he/she must attend orientation/training prior to returning to his/her former job.

Section 6. The Vice President upon notification to his/her supervisor, shall be allowed reasonable time to carry out the functions of his/her office. He must report to his/her designated supervisor and must log union activities. Functions performed on behalf of the employees of the County during working hours will be without loss of pay.

Section 7. Stewards shall be released from work without loss of pay every other week for a period not to exceed four hours for the purpose of attending the Union's Stewards' meeting. On a quarterly basis, the Union shall provide the County with a list of the dates and times of each Stewards' meeting for the quarter. Stewards and officers shall be permitted reasonable time off to process grievances and represent employees in pre-discipline conferences, investigatory interviews, or may attend other meetings at the request of the Employer but must adhere to the procedures outlined in this article.

Section 8. With the exception of the Union President, Officers and Stewards are expected to perform their job duties and to meet the performance expectations of their jobs.

Section 9. Where there is a reduction in workforce every effort shall be made to retain at work the Union President, Vice President, Recording Secretary, Recording Treasurer, Stewards and Alternate Stewards. If their jobs are not operating, they will

be placed on other jobs that are operating in their respective areas provided that they are qualified to do the work.

Section 10. The Union shall furnish the County a written list of names of the Union President, Vice President, Recording Secretary, Recording Treasurer, Stewards, and Alternate Stewards, including locations to which each is assigned. Further, the Union shall promptly notify the County in writing of any changes therein.

Section 11. Stewards and Union Officers shall adhere to the following procedure in processing grievances and carrying out all other functions of their offices:

- A. An employee having a grievance as defined herein shall notify his/her Steward or Officer who will notify the employee's immediate supervisor to arrange for the release of the employee to meet with the Steward. This shall be done in accordance with the provisions in Section 8 of this Article.
- B. Before leaving his/her job, an Officer or Steward shall record on a special Officer/Steward Activity Sheet, the time he/she starts his/her union work. (Upon request, a copy of this record will be furnished to the Union.) Prior to conducting such union business, the Officer/Steward must notify his/her immediate supervisor.
- C. When it is necessary for an Officer or Steward to enter a department (or section of a department) supervised by a supervisor other than his/her own, he/she shall report first to the supervisor in charge and advise him/her of the purpose of his/her being there.
- D. Upon returning to his/her job, the Officer or Steward shall first report to his/her own supervisor before resuming work if the supervisor is available (or if he/she is unavailable, as soon as possible after resuming work).
- E. The Officers shall abide by the rules applicable to Stewards. In the event of the absence of a Steward and his/her Alternate Steward, the President shall be called in their place. In the event of the absence of the President, the Vice President shall be called in his/her place.

Section 12. A Steward having an individual grievance in connection with his/her own work may ask for the President or Vice President to assist him/her in adjusting the grievance with his/her supervisor.

Section 13. There shall be a Grievance Committee consisting of the Union President, Vice President, Recording Secretary and two (2) Stewards to be selected by the Union.

Section 14. Office space shall continue to be provided to the Union. The location of said space shall be at the sole discretion of the County. This space shall be lockable. The Union Officers shall hold the keys and shall be responsible for the office. The office shall be furnished with: One (1) desk, four (4) chairs, one (1) file cabinet, and one (1) telephone.

ARTICLE 9: PERSONNEL RECORD

Section 1. An employee shall have the right to inspect his/her personnel record provided ample notification is given to the Department of Human Resources. The employee may compile, date, and insert in said record a list of the documents he finds therein.

Section 2. If an employee after examining his/her file has reason to desire a copy of a document contained therein, a copy shall be provided at a nominal fee not to exceed the actual cost of duplication. Any materials in the employee's personnel record which have not been seen or signed by him or a copy sent to him will not be used against him. The signing of any materials to be placed into an employee's personnel record will not indicate an agreement by the employee as to the contents of the material, but does acknowledge he/she has seen it.

Section 3. All personnel file examinations shall be made by appointment with the Department of Human Resources, and in the presence of a representative of the Department of Human Resources. The Department of Human Resources will maintain a log in the personnel file of each bargaining unit member of the date and name of all persons who review the file pursuant to the Public Records Act.

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

Section 5. The terms of this Section shall not be applied in such a way as to interrupt the work schedule of the employee or cause any expense to the Employer.

ARTICLE 10: DISCIPLINE

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

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

Section 3. Any employee who has been disciplined by suspension or discharge will be given a written statement describing in detail the reason or reasons for which he has been suspended or discharged. In case of suspension, the employee shall be advised of his/her right to have a Steward present. Further, if the employee so requests, he

shall be granted a private interview with his/her Steward before the employee is required to leave the premises.

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

Section 5. It is important that the employee complaints regarding unjust or discriminatory suspensions and/or discharge be handled promptly. Therefore, all such disciplinary action may be reviewed through the Grievance Procedure, beginning at Step 3.

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

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

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

ARTICLE 11: GRIEVANCE PROCEDURE

Section 1. The term "grievance" shall mean an allegation by a bargaining unit employee or the Union that there had been a breach, misinterpretation or improper application of this Contract. It is not intended that the Grievance Procedure be used to effect changes in the Articles of this Contract nor those matters not covered by this Contract.

An employee wishing to submit a formal grievance shall reduce the grievance to writing and submit it to his/her supervisor. All grievances must contain the following information:

1. Aggrieved employee's name and signature and seniority date.
2. Aggrieved employee's classification and department.
3. Date of event leading to the grievance.
4. A description of the incident giving rise to the grievance.
5. Date the grievance was first discussed and the name of the supervisor with whom it was discussed.
6. Date the grievance was filed at each step.
7. Signature of the Steward filing the grievance.
8. Specific Articles of the Contract or specific work rules or policy violated.
9. Desired remedy to resolve the grievance.

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

Step 1. Immediate Supervisor

An employee who has a grievance shall provide a copy of the written grievance to his/her immediate supervisor within ten work days after the events upon which the grievance is based. The supervisor shall schedule a meeting with the grievant accompanied by a steward within five work days of his/her receipt of the written grievance. The supervisor shall give a written answer to the employee and steward within five work days of the meeting and shall verify the date, time, and result of such meeting.

Step 2. Division Administrator/Designee

- A. If the grievance is not satisfactorily settled at Step 1, it must be received in writing by the Administrator of the appropriate division from the Union within seven (7) working days after the receipt of the Step 1 answer.

Within ten (10) working days thereafter, the Administrator and/or his/her designee(s) shall meet with the designee(s) of the Union in an attempt to resolve the grievance. No more than two Union representatives may attend discussion of each grievance unless agreed to by the Employer. The County shall not unreasonably withhold agreement to additional Union representatives. The Grievant may also attend if mutually agreed to by the parties. Within ten (10) working days after the Step 2 meeting, the Administrator and/or his/her designee shall give a written answer to the Union President. In the event the Administrator (or in the case of a policy grievance involving more than one division, the applicable department director) chooses to have the grievance heard by his/her designee, said designee shall have the full authority of the Administrator to handle the grievance.

- B. A policy grievance shall initially be filed by the President or Vice President in writing at Step 2 no later than 15 work days after the events upon which the grievance is based. A meeting shall be conducted and a written step 2 answer given following the same timelines listed in Paragraph A above. A policy grievance is defined as one that affects a group or classification of employees similarly arising from the same event or set of facts. A policy grievance shall initially be presented as follows:
1. The Union will caption each policy grievance as "policy grievance" and shall state the specific division(s) of the County where the grievance arose.
 2. The Union shall file a policy grievance with the Administrator of the appropriate division, i.e., Senior and Adult Services, Children and Family, Employment and Family Services, Central Services, or if the events giving rise to the grievance occur at more than one division, to the director of the applicable department (i.e., DHHS or Public Works). The County shall provide the names of the Administrators and Directors responsible for hearing policy grievances.

Step 3. Department of Human Resources

If the grievance is not satisfactorily settled at Step 2, it must be received by the Deputy Director of Human Resources for Employment and Labor Relations or his/her designee from the Union President or his/her designee via electronic mail and hand delivery to a designated electronic mailbox or other designated address or mailbox within seven (7) working days after receipt of the Step 2 answer. The designee of the Department of Human Resources shall consider the grievance at the Step 3 Grievance meeting to be held no later than 30 working days from receipt of the grievance. Multiple grievances may be heard at a Step 3 meeting with mutual agreement of the parties. The Union President may request the Regional Director of Ohio Council 8 and/or his/her designee to join the meeting. Within twenty (20) working days after the Step 3 meeting, the

County's Step 3 designee shall give a written answer to the Union President addressing pertinent arguments. A copy of the answer shall also be provided to the Regional Director of Ohio Council 8 and/or his/her designee.

All grievances involving suspensions or termination initiated at Step 3, must be filed by the Union no later than fifteen (15) work days after the events upon which the grievance is based.

Step 4. Mediation

- A. Once a grievance has been appealed to arbitration, it will be referred to mediation unless either party determines not to mediate a particular grievance. Arbitration scheduling will give priority to cases that have first been mediated.
- B. The parties shall mutually agree to a panel of five (5) mediators to serve in the capacity of grievance mediators. Panel members must be experienced, neutral mediators and/or arbitrators with mediation skills. Mediation panel members may not serve as arbitrators at any time under this Agreement.
- C. Mediation shall be scheduled on a rotating basis among the panel members to the extent the mediator is available and his/her schedule allows. The parties agree that they will ordinarily schedule between two and five mediations in a day.
- D. Representatives designated by each party shall have the right to be present at the mediation conference. Each party will have a representative vested with full authority to resolve the issues being considered, subject to approval, when necessary, of the County Executive. Representatives of the Union are the Local President, Local Vice President, applicable Steward, Grievant (if applicable) and an Ohio Council 8 Representative. The Employer shall be represented by human resources representatives and applicable management representatives.
- E. The mediator may employ all of the techniques commonly associated with mediation, including private caucuses with the parties, but the taking of oaths and the examination of witnesses shall not be permitted and no verbatim record of the proceeding shall be taken. The purpose of the mediation effort is to reach a mutually agreeable resolution of the dispute and there will be no procedural constraints regarding the review of facts and arguments. There shall be no formal evidence rules. Written materials presented to the mediators will be returned to the party at the conclusion of the mediation hearing.
- F. Mediation efforts will be informal in nature and shall not include written opinions or recommendations from the mediator. In the event that a grievance that has been mediated is appealed to arbitration, there shall be no reference in the arbitration proceeding to the fact that a mediation conference was or was not held. Nothing said or done by the mediator may be referenced or introduced into evidence at the arbitration hearing. Nothing said or done by either party for the first time in the mediation conference may be used against it in arbitration.

- G. At the mediation conference the mediator shall first seek to assist the parties in reaching a mutually satisfactory settlement of the grievance, which is within the parameters of the collective bargaining agreement. If a settlement is reached, a settlement agreement will be entered into at the mediation conference, subject to approval, when necessary, by the County Executive. The mediator shall not have the authority to compel the resolution of a grievance.
- H. If a grievance remains unresolved at the end of the mediation session, the mediator will provide an oral advisory opinion as to how the grievance is likely to be decided if it is presented at arbitration. This opinion is non-binding and inadmissible in any subsequent arbitration proceeding.
- I. The dates, times and places of mediation sessions will be determined by mutual agreement of the parties. Each party shall designate a representative responsible for scheduling mediation sessions.
- J. The fees and expenses to be charged by mediation panel members shall be negotiated between the panel participants and the parties. Fees and expenses for grievance mediation shall be shared equally by the parties.

Step 5. Arbitration/Expedited Arbitration

Arbitration. If the grievance is not satisfactorily settled at Step 3, the Union may, within thirty (30) days after the receipt of the Step 3 answer, submit the issue to arbitration. The Union shall notify the Department of Law in writing of its intent to arbitrate. In lieu of selecting from an FMCS panel, the Union and the County's Director of Law or his/her designee may jointly agree to appoint an Arbitrator. In the event the parties do not agree on an Arbitrator, the Union must notify the FMCS and the Department of Law in writing within 120 calendar days from the date of the Union's original written submission to arbitration that the Union is requesting FMCS to supply a list of seven (7) impartial persons qualified to act as an Arbitrator. The requested panel shall be limited to the FMCS sub-region for Northern Ohio. If a panel is requested, the parties shall use the striking method to select an Arbitrator. Prior to striking, either party shall have the right to reject the initial panel in its entirety and request that a second panel be obtained from FMCS. Upon selection of the arbitrator, the parties shall promptly notify the arbitrator and schedule a date for hearing. The fees and expenses of arbitration shall be borne equally by the parties. If there is no mutual agreement on an arbitrator and no written request for a FMCS panel within the 120 calendar day timeframe following the Union's original written submission, the grievance shall be deemed fully and finally resolved on the basis of the last written response of the Employer.

Expedited Arbitration. The parties agree grievances that involve a removal, suspension of five (5) days or more, or a policy grievance that arises from more than one division as defined at Section 2 of this Article, may be arbitrated on an expedited basis by agreement of the parties. The expedited arbitration shall be conducted pursuant to the rules of the American Arbitration Association and the fees and

expenses of such proceeding, including those of the arbitrator, shall be borne equally by the Union and the County.

Section 3. If a grievance is appealed to arbitration and the employee has filed a complaint with the Ohio Civil Rights Commission (OCRC) and/or the Equal Employment Opportunity Commission (EEOC) and said complaint includes the issue being appealed to arbitration, it is agreed that the Arbitrator shall not have jurisdiction over the grievance. In the event there is a dispute as to whether the issue appealed to arbitration is also an issue to the employee's complaint to the OCRC and/or EEOC, the Union and the Department of Law shall meet in an attempt to resolve the dispute. If the parties are unable to resolve the dispute it is agreed that the Arbitrator shall have the jurisdiction to determine whether the issue appealed to arbitration is also the issue in the employee's complaint to the OCRC or EEOC. If a question of arbitrability of the grievance appealed to Step 4 arises, it is agreed that an Arbitrator other than the one assigned to hear the original grievance shall be selected by the parties.

Section 4. All decisions of the Arbitrators and all pre-arbitration grievance settlements reached by the Union and the County shall be final, conclusive, and binding on the County, the Union, and the employee(s). However, a grievance may be withdrawn by the Union at any time during Steps 1, 2, or 3 of the grievance procedure and withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any other grievance.

Section 5. The time limits set forth in the grievance procedure may only be extended by written mutual agreement of the appropriate County representative for each step of the grievance procedure and the Union. Working days as used herein shall not include Saturdays, Sundays, or Holidays.

Section 6. Employee evaluations, job evaluations, job descriptions and/or job classifications, promotional probationary failure resulting from promotions by the upgrading by seniority, promotional procedure, and probationary failure under Article 46, Layoffs, shall not be subject to the provisions of the grievance procedure; except that any claim of personal prejudice or Union discrimination which results in a promotional probationary failure may be taken up as a grievance. Provided, however, that the County recognizes the right of the employee to appeal to the grievance procedure any disciplinary action based upon failure to meet the required standards of job performance, including the fairness of the standard.

Section 7. Once a month the County shall furnish the Union with a list (showing name, job classification, department, indicating the date of action taken) of bargaining unit employees who were hired, promoted, permanently or temporarily transferred, suspended, terminated, resigned, left on or returned from leave of absence, etc.

ARTICLE 12: PROBATIONARY PERIOD

Section 1. New employees shall be considered to be on probation for a period of one hundred eighty (180) calendar days except those employees in pay range nine (9) or

higher who will be on probation for two hundred forty (240) calendar days. The probationary period shall begin on the first day of active pay status. The County shall have sole discretion to discipline or discharge such probationary employees, and such actions during this period cannot be reviewed through the Grievance Procedure or otherwise affected by this contract, provided however, the County will not discharge a probationary employee because of Union membership or Union activity. The probationary period shall be tolled for the duration of any absence of five (5) or more consecutive workdays. Upon the County's request and by mutual agreement of the County and the Union, initial probationary periods may be extended by up to sixty (60) days. Such extended probationary periods shall be reduced to writing, and shall be governed by all terms of this Article.

Section 2. Each new employee shall receive an evaluation by his/her immediate supervisor as soon as possible after the completion of the first half of his/her probationary period. Each new employee shall receive a final probationary evaluation by his/her immediate supervisor before the end of his/her probationary period.

Section 3. If an employee whose employment has terminated for any reason whatsoever, is rehired, he shall be considered a new employee and subject to the provisions of Section 1 of this Article.

ARTICLE 13: SENIORITY

Section 1. Seniority shall be defined as an employee's uninterrupted length of continuous service within the bargaining unit. Although an employee shall have no seniority during the probationary period, upon completion of the probationary period, seniority shall be retroactive to the date of hire. In the event that two employees have the same date of hire, seniority will be determined by alphabetical listing of their last names with "a" being the highest and "z" the lowest in seniority. If two (2) or more employees have last names that begin with the same letter, the last four digits of the employee's social security number shall break the tie, with 9999 being the highest and 0000 being the lowest in seniority.

Section 2. Within thirty (30) days after the signing of the contract and every three (3) months thereafter the County shall provide the Union with two (2) computer generated copies of a current seniority list. The Union shall meet with the County to review the seniority list whenever necessary to correct any errors. The seniority list shall be made up by classification and shall contain, in order of seniority, the name, division, department, position control number and date of hire of each employee.

Section 3. Seniority shall be broken and employment separated when an employee:

- A. Quits or resigns;
- B. Is discharged for just and proper cause;
- C. Is laid off for a period of more than eighteen (18) consecutive months;

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

Section 4. Once a month the County shall furnish the Union with a list (showing name, job classification, department, indicating the date of action taken) of bargaining unit employees who were hired, promoted, permanently or temporarily transferred, suspended, terminated, resigned, left on or returned from leave of absence, etc.

ARTICLE 14: HOURS OF WORK

Section 1. The normal work week for regular full-time employees shall be forty (40) hours of work (unless otherwise agreed to) inclusive of time allotted for the lunch period during the period starting 12:00 A.M. Sunday to midnight Saturday. In the event it is necessary to change the normal hours of work, starting and quitting time of any shift, and schedule of hours, the County shall first meet with the Union to discuss said changes. This paragraph shall not be construed as a guarantee or limitation of work hours, nor shall it be construed to reduce the normal workweek below forty (40) hours per week for regular full-time employees.

Section 2. Employees will be compensated on the basis of hours worked during any twenty-four (24) hour period beginning with the starting time of the employee's shift.

Section 3. Schedule changes for employees on seven (7) day continuous operations shall be worked out between the Union and the County. Schedules providing every other weekend off shall be worked out between the County and the Union when staffing levels are adequate to accommodate said schedule.

Section 4. Work schedules for employees in seven (7) day continuous operations shall be posted every month no later than five (5) days preceding the start of the period covered by the schedule. Deviations from the posted schedule may be made in order to meet operational needs but the County shall give the involved employee and his/her Steward notices of any such changes as far in advance as circumstances reasonably allow.

Section 5. All employees shall be allowed not less than sixty (60) minutes for a scheduled meal period which shall be taken during the middle of the work shift unless otherwise agreed upon between the supervisor and employee. The meal period shall be uninterrupted except in case of legitimate operational needs.

Section 6. When an employee is scheduled to work and does work four (4) hours beyond his/her regular quitting time, he shall be given an additional 30 minute lunch period in accordance with Section 5 of this of this Article, if he so desires. If the additional hours are an overtime opportunity, the lunch period shall be compensated at the overtime rate, which may be given as compensatory time consistent with Article 23, Section 4. If management determines that the employee was unable to take the additional lunch period, the employee shall be compensated 30 minutes for each additional 4 hours that the employee was scheduled to work (to be paid at the overtime rate if the additional hours constitute an overtime opportunity).

Section 7. No employee shall be mandated to work more than sixteen (16) hours in a twenty-four (24) hour period.

Section 8. Each department shall develop criteria for a flex-time policy. Said criteria shall be discussed with the Union prior to implementation.

ARTICLE 15: PART-TIME EMPLOYEES

The County has the right to hire part-time employees. The following are the terms:

- A. A part-time employee is defined as an employee working less than thirty (30) hours in a defined work week.
- B. Part-time employees will be selected by the posting procedure in accordance with Article 44, Section 4. Selections resulting from this posting procedure will not be subject to the grievance procedure.
- C. County will meet and discuss with the Union prior to implementing any need to further expand the use of part-time staff.
- D. It is not the County's intention to exercise its right to hire part-time employees for the purpose of replacing full-time employees with part-time employees.
- E. Part-time employees are entitled to the following benefits exclusively:
 - 1. Pro-rated vacation in accordance with Article 26.
 - 2. Pro-rated sick time accrual in accordance with Articles 27 and 29.
 - 3. Pro-rated holiday pay in accordance with Article 24, Section 3.

ARTICLE 15A: UNEXCUSED ABSENCE NOTIFICATION

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

ARTICLE 16: LABOR MANAGEMENT COMMITTEE

Section 1. In the interest of promoting sound labor-management relations, the County and the Union agree to hold quarterly labor management meetings. The meetings will be attended by an equal number of labor and management representatives, including the department directors and/or designees, representatives of the Labor Relations Division, and the Union President, and Vice president. Resource Persons and Informational Presentations shall be mutually agreed upon.

Section 2. Labor management meetings will be scheduled at least five (5) work days in advance at a time mutually agreeable to the parties.

Section 3. A meeting agenda shall be prepared and distributed to the parties within forty-eight (48) hours prior to the meeting. The Union shall also supply the County 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 or agreements consistent with the labor agreement reached by the parties shall be reduced to writing, dated, and signed by both parties.

Section 5. The issue of caseload equalization will be addressed in the existing LMC. The resulting plans shall be reviewed annually or as needed by mutual agreement of the parties.

ARTICLE 17: REST PERIOD

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

ARTICLE 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: CALL-IN PAY

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

ARTICLE 20: SHIFT PREMIUM

Section 1. If four or more of an employee's regularly scheduled work hours fall between the hours of 7:00 p.m. and 7:00 a.m., the employee will be paid a shift premium of fifty cents (\$0.50).

Section 2. Employees regularly scheduled to work for the DCFS Transportation Unit shall receive a fifty cents (\$0.50) per hour shift premium for all hours worked after 4:30 p.m.

ARTICLE 21: INCLEMENT WEATHER

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

Section 1. WHOLE DAY CLOSING: If the County offices are closed for an entire day, all employees who were scheduled to work on that day shall be paid their regular straight time rate for any regular hours they were scheduled to work. Employees not scheduled to work on an inclement weather day due to vacation, sick leave, compensatory time, etc., shall be charged for the leave as though no inclement weather day was declared. For the purpose of this section, Article 18 (Report In Pay) shall not be applicable.

Section 2. PARTIAL (EARLY) DAY CLOSING: If the County offices are closed after the start of a regular work day, directors or their designee shall have discretion to designate essential staff, in accordance with Article 22, who shall be required to remain at work as though no inclement weather day was declared. All employees not designated as "essential staff" who reported for work and are present when the office closing is announced, shall be paid their regular straight time rate for the remainder of their normal work day as though they were at work. Essential staff shall remain at work. However, such employee shall receive "early closing time" on an hour for hour basis. The early closing time must be exhausted within ninety (90) calendar days from the date of accumulation.

Section 3. SEVERE WEATHER ABSENCE: When an employee is tardy or unable to report to work due to severe weather conditions on days that are not declared inclement by County Executive, the employee must contact his/her supervisor by 10:00 A.M. The supervisor may authorize the use of vacation, comp time, leave without pay, or early closing time. Said authorization shall not be unreasonably denied. An employee who fails to contact his/her supervisor by 10:00 A.M. will be charged off duty for the time

absent from work unless circumstances beyond the employee's control prevent such timely contact.

ARTICLE 22: ASSIGNMENT AND EQUALIZATION OF OVERTIME

Section 1. The County shall be the sole judge of the necessity of overtime.

Section 2.

A. In all non-continuous seven (7) day operations, overtime will be distributed by the County in order to maximize efficiency and service to the public.

B.1. Ordinarily, overtime work that is directly related to the regular caseload or workload that a specific employee is responsible to perform during regular work hours shall be offered to that employee.

2. Ordinarily, overtime work that is directly related to the regular caseload or workload that a team/unit is responsible to perform during regular work hours will initially be offered on a rotational basis to the members of that team/unit in the appropriate classification in order of seniority.

C. When the County determines that overtime work is necessary for special projects, the overtime will initially be offered on a rotational basis to employees within the classification, within the division, in order of seniority. If sufficient employees do not voluntarily accept, the County shall then have the right to offer overtime on a rotational basis to employees within the classification and within the next highest bargaining unit classification within the classification series, outside the division, in order of seniority.

D. Overtime may initially be refused, but if sufficient employees do not voluntarily accept, the County shall have the right to assign the overtime work to employees within the classification, within the division, in inverse order of seniority on a rotational basis with the least senior employee being first and the next least senior employee and so forth being mandated on subsequent occurrences. The employee must work such overtime when assigned.

Section 3. In a continuous seven (7) day a week twenty-four (24) hour a day operation, overtime will be offered in accordance with the following procedure:

A. **Unscheduled overtime.** For overtime work that is not anticipated more than forty-eight (48) hours in advance (e.g. an employee calling off on sick leave), the overtime will initially be offered on a voluntary, rotational basis to employees within the classification, within the operating unit (i.e. Hotline), on the shift that precedes the shift where the absence occurs in order of seniority. Overtime may be initially refused, but if sufficient employees do not

voluntarily accept, the County shall assign the overtime work to on-duty employees within the classification, within the operating unit, within the shift that precedes the shift where the absence occurs, in inverse order of seniority, on a rotational basis with the least senior employee being first and the next least senior and so forth being mandated on subsequent occurrences. The employee so assigned must work such time when assigned.

- B. Scheduled overtime. When a part-time employee is not available to work non-overtime hours to cover an open shift that is anticipated more than forty-eight (48) hours in advance (e.g. vacation coverage, manpower shortages), the overtime will initially be offered on a rotational basis to off-schedule, full-time employees within the classification, within the operating unit, in order of seniority. Any remaining overtime work will be offered on a rotational basis to off-schedule employees within the same classification in other operating units of the division in order of seniority, provided the employee is qualified to perform the available work. Any remaining open schedules shall be filled in accordance with mandatory overtime provision of Section 3.A hereof.

Section 4. An employee shall not be entitled to voluntary overtime work if A) the employee has been disciplined for performance-related reasons within ninety (90) calendar days of the overtime opportunity; or B) during the period an employee is subject to a corrective action plan if the employee is given an opportunity to work overtime that is associated with the employee's regular case load or workload as part of the corrective action plan; or c) the voluntary overtime would cause the employee to work over 65 hours in a workweek. This limitation shall also apply to mandatory overtime.

Section 5. A record of all overtime hours worked for each employee shall be recorded on a list by the supervisor and all employees including the Steward shall have the list made available upon request.

ARTICLE 23: OVERTIME -- PREMIUM PAY

Section 1. All employees in the job classifications covered by this Contract shall receive time and one-half (1 -1 /2) their respective rate of pay for all hours worked in excess of forty (40) in one (1) week during the period provided for in Article 14.

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

Section 3. All employees who work on a recognized holiday shall receive time and one-half (1 -1 /2) their regular rate of pay for all hours worked on the holiday in addition to their regular holiday pay as provided herein.

Section 4. The County shall have the right to offer compensatory time off in lieu of pay for overtime when such overtime is offered to employees but employees of Children and Family Services and Senior and Adult Services who are required to work unscheduled overtime in response to an emergency situation shall have the option of receiving overtime payment or compensatory time. When the County has authorized the use of compensatory time, requests for use of compensatory time will be given in writing two (2) days in advance. Approval for the use of compensatory time will be based on the needs of the division. The employee shall be notified fifteen (15) working days in advance of any compensatory time being converted into cash payment. Compensatory time will be at time and one-half (1-1/2) the employee's rate of pay and may be taken within 180 calendar days.

ARTICLE 24: HOLIDAYS

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

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

Section 3. To be entitled to holiday pay, an employee must be on the active payroll (i.e., actually receives pay) during the week in which the holiday falls. Further, to be entitled to holiday pay, employees must actually work the scheduled workday before and the scheduled workday after the holiday. Employees working in seven day operations who are scheduled to work a holiday must work it to be entitled to holiday pay. For the purposes of this paragraph, prior approved vacation, verified funeral leave, verified accident or injury which requires hospitalization as in-patient or out-patient, and any other written prior approved paid leaves of absence will be considered as hours worked.

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

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

Section 6. All regular full-time employees shall be entitled to one (1) personal day in each calendar year. The personal day may be used contingent upon the operational

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

ARTICLE 25: HOLIDAY COVERAGE

In order to maintain adequate coverage around the holidays in those areas of the County involved in direct unscheduled client service, the department head shall predetermine the number of eligible staff who can be released to take unscheduled vacation time over a holiday period. A notice indicating the number of people who can be released shall be posted in a conspicuous place in the department ten (10) working days prior to the holiday. If the number of requests for unscheduled vacation time exceeds the number of staff who can be released from the department, the department head shall select by seniority those staff who can be released.

ARTICLE 26: VACATIONS

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

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

Section 2. An employee becomes eligible for vacation leave on the first anniversary of his/her employment with the County. Vacation leave may be taken by the employee within twelve (12) months after it is earned.

Section 3. The County shall permit an employee to accumulate and carry over his/her vacation leave to the following year, but in no case shall vacation leave be carried over more than three (3) years. The maximum accumulation amounts shall be as follows:

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

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

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

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

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

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

Section 8. Vacation leave may only be taken with prior approval of management. Employees may take their vacations during the calendar year. During the first quarter of each calendar year employees will be given an opportunity to indicate their vacation leave preference through the County's electronic time system (currently MyHR). By May first (1st) of each year, a written vacation schedule (by operational unit) will be prepared by the County and posted (and individual written confirmation given to each employee) with priority given to employees according to their bargaining unit seniority. Once the vacation schedule is determined it shall not be changed without the consent of the involved employee. Effective January 1, 2015, any employee who laterally transfers shall have their prior approved vacation request honored by the new location(s), regardless of seniority. Decisions to approve vacation requests for any employee who fails to make his/her vacation application during the appropriate period will be made without regard to seniority based upon when the application was made except when two (2) employees request vacation on the same day for the same future time period, seniority will govern. The Employee will receive a response to the unscheduled vacation request no later than three (3) work days of receipt of the request by their respective team leader or immediate supervisor. Unscheduled vacation shall be posted once it has been approved. The duration of an employee's vacation shall be limited only by operational needs and the employee's time accrued.

ARTICLE 27: SICK LEAVE

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

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

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

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

Section 4. An employee shall be granted sick leave with pay for illness or injury of the employee or a member of his/her immediate family, for medical, dental, or optical examination, or treatment of an employee or a member of his/her immediate family; or when through exposure to a contagious disease, as verified by a doctor's statement which shall be submitted upon the employee's return to work, the presence of the employee at his/her job would jeopardize the health of others. A pregnant employee shall also be granted sick leave for pregnancy provided the employee has accumulated earned paid sick leave. For purposes of this paragraph, an employee's immediate family, is defined as his/her spouse, mother, father, child(ren), mother-in-law, father-in-law, brother or sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, a legal guardian or other person who stands in place of a parent (loco parentis), or any other relative residing with the employee.

Section 5. To be eligible for sick leave with pay, an employee must report the reason for his/her absence to his/her supervisor or, if unavailable, a designated Chief or Coordinator, no later than one-half (1/2) hour before his/her scheduled starting time except for unusual circumstances beyond his/her control. However, an employee working in a seven (7) day operation on a seven (7) day basis, or the Home Support Division of DSAS, must report the reason for his/her absence no later than sixty (60) minutes prior to his/her scheduled starting time to the employee's supervisor or other designated person(s) except for unusual circumstances beyond his/her control. The

telephone numbers for the employee's supervisor, and the designated Chief or Coordinator will be made available to each bargaining unit employee.

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

Section 7. Any employee who has been on sick leave with pay for five (5) or more consecutive workdays may be required, at the discretion of the County, to provide a physician's statement before being permitted to return to work. In the case of an employee's injury or illness, the certificate shall indicate that the employee was under a physician's care, was advised by the physician to remain home from work, and that the employee is fit to return and to perform his/her duties. In the case of injury or illness of an immediate family member, the certificate shall indicate that the family member was under a physician's care and that the employee's presence was reasonably necessary for the health and welfare of the family member. An employee may also be required to provide such a physician's statement if the County determines that the employee has engaged in a pattern of abuse of sick leave and notifies the employee of an obligation to provide a physician's statement for any future sick leave absences. Such obligation shall continue for six (6) months or until the County determines that the employee is no longer engaging in a pattern of abuse, whichever is longer.

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

ARTICLE 28 EXTENDED UNPAID SICK/MEDICAL LEAVE

Section 1. An employee shall be granted medical leave of absence without pay for a period of no less than five consecutive workdays but not to exceed six (6) months because of personal illness or injury that disables the employee from performing the essential functions of his/her job (including medical conditions related to pregnancy or childbirth) or an illness/injury of an employee's child (including a child for whom the employee is the legal guardian), spouse, or parent, but not including the employee's parents in-law, supported by medical evidence satisfactory to the Employer if the employee has reported such illness or injury to the Department of Human Resources by not later than the second day of absence or as such circumstances would allow.

Section 2. To be eligible for leave pursuant to this section, the employee must (1) demonstrate that the probable length of absence will not exceed six months and (2) the employee must present the Department of Human Resources at the time that the request is made with sufficient medical documentation acceptable to the Employer demonstrating that the employee is unable to perform the essential functions of his/her position and containing the probable period for which the employee will be unable to

perform the essential functions of his/her position. If the need for leave is for the employee's covered family member under this Article, the documentation must also demonstrate that the employee is needed to care for the covered family member.

Section 3. If the illness/injury, or disability, of the employee or his/her covered family member under this Article continues beyond six (6) months, the employee shall be placed on a disability termination, he/she would continue to accumulate seniority and have the right to be reinstated for up to six (6) months. If an employee attempts to return to work but fails to perform the essential job duties for six (6) consecutive months from the date of return to employment, the employee's effective date of separation does not change.

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

ARTICLE 29: LEAVE PROVIDED PURSUANT TO THE FAMILY AND MEDICAL LEAVE ACT ("FMLA")

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

ARTICLE 30: FUNERAL LEAVE

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

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

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

ARTICLE 31: JURY AND WITNESS DUTY

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

ARTICLE 32: MILITARY LEAVE

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

Section 2. An employee of the County who is a member of the Ohio National Guard, Ohio Defense Corps, Naval Militia, or member of other reserve components of the Armed Forces of the United States, shall be entitled to a leave of absence from his/her respective duties without loss of pay for such time as he is in military service and field training or active duty for periods not to exceed thirty-one (31) days in any calendar year. In addition, an employee called to active duty shall receive the difference in pay between the employee's military pay and their regular rate of pay with the County for up to an additional 60 calendar days provided that the total cost to the County in any calendar year for the bargaining unit shall not exceed \$200,000.

ARTICLE 33: PARENTAL LEAVE

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

Section 2. An employee whose wife or domestic partner gives birth shall be granted a five (5) day leave of absence which shall be charged against the employee's accumulated paid sick leave or vacation leave or as an unpaid leave, at the employee's option. The County may require verification of said birth. For the purpose of this Section, Domestic Partner is defined as two (2) non-related adults who have chosen to reside in the same household.

ARTICLE 34: UNION LEAVE

Upon the written request of the Union President, a leave of absence without pay not to exceed thirty (30) days may be granted to no more than fifteen (15) employees agency wide to perform any function on behalf of the Union provided that seventy-two (72) hours advance notice is received.

ARTICLE 35: EDUCATIONAL LEAVE

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

ARTICLE 36: COURT LEAVE

An employee who is a party to a law suit shall be granted time off without pay to attend the Court proceedings. The employee will furnish proof by showing the department head or designee the Court notification of the scheduled hearing.

ARTICLE 37: PERSONAL LEAVE

For those employees who have completed their probationary period, personal leaves of absence may be granted without pay for cause shown for a period not to exceed six (6) months. Such leaves of absence may be extended by the County 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.

ARTICLE 38: APPLICATION FOR LEAVE OF ABSENCE

All leaves of absence without pay, under Articles 35 and 37 herein, and any extension thereof may be applied for in writing to the Department of Human Resources, on forms supplied by the County, at least fifteen (15) working days prior to the proposed commencement of the leave except in serious and unusual circumstances. Notification of the approval or denial of their requested leave shall be given to the employee in writing within ten (10) working days after the submission of the request. Any denial of a requested leave of absence will include the reason for the denial.

ARTICLE 39: OTHER PROVISIONS REGARDING LEAVE OF ABSENCE

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

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

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

Section 4. An employee who fails to return to work at the expiration or cancellation of a leave of absence or who fails to secure an extension thereof prior to the date that they

are scheduled to return shall be deemed to be absent without leave, except in serious or unusual circumstances.

ARTICLE 40: LATERAL TRANSFERS - PERMANENT

Section 1. An employee who has served in a specific position for eighteen (18) months, inclusive of any probationary period, may exercise his/her seniority for the purpose of transferring within his/her classification on the following basis:

- A. Within a County division from one (1) coordinative/chief's unit to another coordinative/chief's unit, provided the employee has the ability to perform the work in question.
- B. From one (1) a County division to another County division within the same location, provided the employee has the ability to perform the work in question.
- C. From one (1) location to another location (different address) in the same or different County division providing the employee has the ability to perform the work in question.

For the purpose of this Article, County divisions shall be defined as Employment and Family Services, Senior and Adult Services, and Children and Family Services.

Section 2. For the purpose of this Article only, the time served shall be time spent in active pay status.

Section 3. An employee who desires such a transfer must make application in writing to the Department of Human Resources (on forms supplied by the County) at least sixty (60) calendar days prior to the vacancy occurring (except for newly created positions). This application must list the specific classification, and location sought and may indicate a specific supervisor. The application will be kept on file in the Department of Human Resources for a maximum of six (6) months. The employee, if he so desires, can renew his/her application every six (6) months or it can be withdrawn and resubmitted at any time until a transfer has been accepted. An employee may have only one (1) application on file at any given time. All newly created positions shall be posted for a period of seven (7) calendar days at all agency locations. When filling a newly created position for which there are lateral transfer requests, the County will select the most senior qualified applicant. Once an employee accepts a transfer the decision is final unless the employee does not demonstrate the ability to perform the work as stated in section four (4) below.

Section 4. When filling a position by the lateral transfer procedure defined in Section 3 above, the County shall select the most senior qualified applicant. If within forty-five (45) days of the actual date of transfer, the employee has not demonstrated his/her ability to perform the work in question, he will be returned to his/her previous position. This action shall not be subject to the Grievance Procedure unless Union discrimination or personal prejudice are alleged. In the event an employee is returned under the

above provisions, he may resubmit an application, provided it is not for the same position.

Section 5. When selecting applicants to fill vacancies, through lateral transfers, the candidate must meet the following two criteria:

- 1) No disciplinary action (suspension or above) for the period up to one year prior to the date the vacancy is announced.
- 2) Must have more than forty (40) hours of accumulated sick leave on the date the vacancy is announced. Mitigating circumstances for sick leave balances less than forty (40) hours will be considered by the County.

Section 6. The selected applicant shall be notified in writing by the County of the effective date of the transfer as well as the location of the new assignment. If the employee's workload is not current as determined by the County, the transfer will be deferred a maximum of thirty (30) work days to allow the employee to become current. No new assignments will be given to the employee during the thirty (30) day period. An employee's failure to make the workload current at the end of the thirty (30) days will result in cancellation of the lateral transfer. A current workload is defined as that which is consistent with other members of the supervisory unit. Mitigating circumstances will be considered by the County.

Section 7. After an employee is provided with official written notification of an approved lateral transfer, the employee will be notified in writing of the work which must be completed in order for the employee's workload to become current.

Section 8. If an employee is involuntarily transferred to a different location as a result of a re-organization of bargaining unit employees, the employees shall possess superior lateral transfer rights to return to the prior location and caseload type (if available) for a period of six months. If the employee is offered a chance to return to the prior location in writing and declines, the rights granted in this section shall terminate.

ARTICLE 41: TEMPORARY TRANSFERS

Section 1. The County may temporarily transfer employees from one job classification to another job classification or to another job assignment within his/her classification. A 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. If the County temporarily transfers an employee to a higher rated job classification in the bargaining unit, he shall be placed at the lowest step in the pay range for the classification which provides a minimum of a five percent (5%) increase. If the rate of pay for the other job classification is lower, the employee shall retain his/her regular rate of pay.

Section 3. In the event it becomes necessary to extend the ninety (90) day limitation on transfers, the County and the Union shall meet to discuss the matter.

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

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

ARTICLE 42: TEMPORARY ASSIGNMENTS

Section 1. The County may temporarily assign employees within their classification within the same department or to another department so long as such assignment is not discriminatory. A temporary assignment shall not exceed sixty (60) calendar days. Written notice of any temporary assignment and the reasons therefore and the duration thereof will be provided to the affected employee at least five (5) working days prior to the assignment, if possible.

Section 2. For the purpose of staffing "Special Projects" as identified and approved by the Director (e.g. "G.R. Project", "Food Stamp Project", etc.) the following provisions apply:

- A. Prior to temporarily assigning employee(s) to a special project the Union shall be provided with a copy of the document sent to the State. Further, the County shall meet and discuss the details of the project with the Union no later than two (2) weeks prior to its implementation if possible but in any event prior to its implementation.
- B. The County may temporarily assign employees within the same department or to another department so long as such assignment is not discriminatory and so long as the employee has the ability to perform the work in question. If an employee is assigned to a lower classified position under this paragraph he will receive the current rate of pay and retain this current classification and position control number.
- C. A temporary assignment shall not exceed twelve (12) months. Once an employee has completed a temporary assignment, he shall not again be

temporarily assigned for a period of time commensurate with the time spent on this temporary assignment unless the employee otherwise agrees.

- D. Written notice of any temporary assignment shall be provided to the affected employee(s) at least five (5) days prior to the assignment.

ARTICLE 43: SHIFT PREFERENCE AND WORK WEEK FOR SEVEN (7) DAY OPERATIONS

All employees shall remain on their present shift and work week. An employee may exercise his/her seniority for the purpose of changing shifts or work week when an opening occurs within his/her classification on another shift or work week. An employee who desires a change of shift or work week may make application in writing to his/her supervisor, on forms provided by the County, prior to the opening occurring, requesting a transfer to the shift or work week he prefers. A copy of the application form shall be retained by the employee. The exercise of this right shall be limited to one (1) time in a six (6) month period.

ARTICLE 44: PROMOTIONAL PROCEDURE

Section 1. No employee shall be eligible for promotion under these provisions who has not satisfactorily completed the required probationary period. The employee must be qualified according to existing State and/or County standards, must have occupied his/her current classification for a minimum of ten (10) months, must have not requested a voluntary demotion within the six (6) months immediately preceding the date of the posting, and must not have experienced a probationary failure or have been suspended for reason of inefficiency, incompetence, or absenteeism within the twelve (12) months immediately preceding the date of posting. However, an employee who has been suspended for these reasons may apply, and the County may promote the employee.

Section 2. For the purpose of these provisions, a "vacancy" is defined as a job opening created by an increase in the number of regular jobs available in a particular job classification, or as an opening occurring in an existing job as a result of promotion, transfer, resignation, discharge or other termination of employment. The County shall determine where there is a need to fill such a vacancy.

Section 3. All non-entry level bargaining unit positions shall be posted. Entry level bargaining unit positions as listed in Appendix C shall not be subject to the posting procedure as contained in this Article. The selection shall be made solely by the County and shall not be subject to the Grievance Procedure. Employment And Family Services Specialist and Social Service Worker 3 positions shall be posted county-wide and equal consideration will be given to bargaining unit applicants and external applicants. Selection for these positions will be made on the basis of skill, ability, and experience as determined by the County. If an external and internal candidate are substantially equal, the internal candidate shall be given preference.

Section 4. Whenever the County determines to fill a permanent vacancy 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 on the County's bulletin boards for a period of seven (7) calendar days, not including the date of posting. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application, on forms supplied by the County. The County 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, minimum rate of pay, 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 5. The County shall have the right to hire any qualified external applicant for entry-level positions.

Section 6. Selection will be made on the basis of skill, ability, and experience as determined by the County. If applicants are substantially equal, seniority will govern.

Section 7. A notice shall be posted showing the name of the applicant selected or indicating that no one was selected. Notice shall be posted at all locations. If no application is received, or if none of the applicants are qualified for the job, the County may fill the job hiring a qualified new employee.

Section 8. The selected applicant shall be notified in writing by the County of the effective date of the promotion as well as the location of the new assignment. If the employee's workload is not current as determined by the County, the promotion will be deferred a maximum of thirty (30) days to provide an orderly transition. No new assignments will be given to the employee during this period. The employee's failure to make the workload current will result in cancellation of appointment. A current workload is defined as that which is consistent with other members of the supervisory unit. Mitigating circumstances will be considered by the County.

Section 9. An employee's decision to formally accept a promotion to a posted position shall be binding.

Section 10. Employees who are promoted to a higher position within the bargaining unit shall be placed at that the lowest step in the appropriate pay range which provides a minimum of a five percent (5%) increase. Employees who are voluntarily or involuntarily demoted shall be placed at that step in the appropriate pay range which constitutes not less than a five percent (5%) decrease.

Section 11. An employee's request for a transfer under Article 40 or for a change of shift work week under Article 14, Section 8 shall supersede the job posting and promotional procedure.

Section 12. In the event the County is unable to hire a qualified new employee within one hundred twenty (120) days, the County will repost the vacancy providing the County still desires to fill the vacancy.

Section 13. An employee selected shall be considered to have qualified for the position when he satisfactorily performs the required duties with no more supervision than is required by other qualified employees in the same or similar positions and standards established by the County, and when he has completed the one hundred eighty (180) or two hundred forty (240) day probationary period. The first evaluation will occur during the period between the 60th and 90th days or the 90th and 120th days of the probationary period (whichever is applicable). The second evaluation will occur between 160 and 180 days or the 220th and 240th days (whichever is applicable) into the probationary period. The probationary period shall start on the first day the employee permanently is assigned the duties of the new position.

Section 14. The County will make every effort to provide an appropriate orientation course for an employee awarded a job under these provisions prior to work assignments. The probationary period shall be extended for a period equal to the amount of any leave of absence of five (5) or more consecutive work days which occurs during the probationary period. Further, the employee shall be given reasonable help and supervision during the time provided in Section 13. If, before the expiration of the probationary period the employee, in the opinion of the County, cannot qualify, the matter shall be discussed with the employee and his/her Steward. The employee may contact his/her Steward. Said discussion shall take place as soon as the County is of the opinion that a probationary failure may be considered. Following this discussion, the employee shall be given a reasonable period of time, not to exceed the term of the probationary period, to qualify.

Section 15. Should an employee fail to qualify during his/her probationary period for a position acquired through job posting, or voluntarily requests, he shall be returned to his/her former classification and to his/her former position, if such position is vacant, or a similar position within the same classification.

Section 16. The County shall consider the day to day duties performed by Customer Service Aides and Clerical Specialists who perform relevant direct services duties equivalent to the work related experience requirement for Employment And Family Service Specialist positions.

Section 17. All applicants for promotional vacancies shall be notified in writing of the outcome of their applications.

ARTICLE 45: CIVIL SERVICE LAWS

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

Cuyahoga County Personnel Review Commission (PRC) shall have no authority or jurisdiction as it relates to employees in the bargaining unit.

ARTICLE 46: LAYOFFS

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

Section 2. Employees shall be laid off on the basis of inverse order of bargaining unit seniority within their classification within the same division. For the purposes of this Article, a division is defined as Employment and Family Services, Senior and Adult Services, Central Services and Children and Family Services. When the seniority of two (2) or more employees is equal, the tie shall be broken pursuant to Article 13, Seniority. An employee shall have the right, on the basis of bargaining unit seniority, to bump other employees in an equal or lower rated classification providing they qualify and can perform the work in question as determined by the Employer. To be eligible to bump into an "equal rated" classification, the bumping employee cannot have been suspended or demoted (as a result of a discipline or in lieu of discipline) within the two years prior to the date of bumping.

Section 3. Before any bargaining unit employee is notified of his/her layoff under the above provisions, the County and the Union shall meet immediately for the purpose of attempting to find an available job within the bargaining unit. A displaced employee must accept any vacancy in an equal rated bargaining unit classification within the employee's current division for which the employee is qualified. A displaced employee may accept any vacancy in a lower rated bargaining unit classification for which the employee is qualified (regardless of division). Employees accepting a vacancy in another classification or bumping into another classification that they have not held within the preceding two years in the same division or into any classification in another division shall serve a 180 or 240 calendar day probationary period, whichever is applicable to the classification. An employee who fails such probationary period shall be laid off and be placed on a recall list.

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

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

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

ARTICLE 47: RECALL FROM LAYOFF

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

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

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

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

Section 5. Laid-off employees accepting a vacancy in another classification or who are recalled back into the classification they held at the time of layoff, but into another DHHS division, shall serve a 180 or 240 calendar day probationary period, whichever is applicable to the classification. An employee who fails such probationary period shall be placed back on the recall list until his/her recall rights expire pursuant to Article 13.

ARTICLE 48: STRUCTURE CHARTS

The County agrees to make the DHHS structure charts available to the Union through a County website. In the event it becomes necessary to change the structure chart of the functional process of DHHS with regard to bargaining unit positions the County agrees to meet with the Union and discuss these changes prior to implementation. Nothing in this paragraph limits the rights of the County to amend, change, revise, or modify said structure except as expressly provided herein.

ARTICLE 49: JOB DESCRIPTIONS AND CLASSIFICATIONS

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

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

Section 3. The County shall make available to the Union the current job description for all jobs in all job classifications in the bargaining unit. Whenever a change occurs in the description of any such job, the County agrees to provide the Union with a copy of the new job description before the job description is put into effect. The employee whose job description has been changed shall also be provided a copy of the new job description before it is put into effect. Within one hundred twenty (120) days following the signing of this Contract the County shall furnish to the Union one (1) model job description for each job assignment within a classification.

Section 4. If substantial changes in the method of operation, tools or equipment, or a job occurs, or if a new job is established which has not been previously classified, the County shall meet with the Union for the purpose of placing the job in an existing classification or establishing a new classification. In the event the County and the Union are unable to reach agreement on placing the job into an existing classification, the job description shall be submitted to Step 2 of the Grievance Procedure as provided in Article 11.

ARTICLE 50: JOB CLASSIFICATION SPECIFICATIONS

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

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

Section 3. If substantial changes in the method of operation of bargaining unit job occur, or if a new bargaining unit job is established which has not been previously classified, the County shall meet with the Union for the purpose of establishing a classification and rate of pay or placing the job in an existing classification. In the event the parties are not able to agree on the rate of pay for the new job, the Union shall have the right to submit the issue to arbitration as provided in Step 4 of the Grievance Procedure set forth herein.

ARTICLE 51: JOB AUDITS

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

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

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

Section 4. Audit determinations shall be based upon the County job classification specifications. The Union shall be informed of the determination of all job audits at the time such determination is made. Grievances arising out of the determination of any job audit shall be initially submitted to Step 3 of the Grievance Procedure.

ARTICLE 52: ORIENTATION AND IN-SERVICE TRAINING

Section 1. The County will establish and maintain an orientation program for all new employees at each division. The program will address itself to the various functions of the various, divisions, locations and/or units of the County and give instructions in the detailed functions of the particular, divisions, locations and/or units in which the new employee is to work. The County will establish a similar program to orient newly transferred and/or promoted employees.

Section 2. Further, the County will expand its present in-service training program to meet County, State, and Federal requirements. The County will continue to provide in-service training. The County agrees to include input from line staff employees for these programs. The County shall provide the Union with written notification of scheduled orientations at least ten (10) working days prior to the start of such orientation. The County will provide the Union with an opportunity to speak to all new bargaining employees during the orientation process.

Section 3. The Employer will endeavor to provide continuing education opportunities to bargaining unit employees when funding is available. It will be provided in a fair and equitable manner.

ARTICLE 53: EMPLOYEE EVALUATION

Section 1. Each employee shall be evaluated by his/her immediate supervisor each year within thirty (30) calendar days after his/her anniversary date, and additionally as provided herein.

Section 2. When an employee leaves a supervisor for any reason the supervisor will provide the employee with a written evaluation upon the employee's request.

Section 3. Both the employee and the supervisor shall participate in all evaluations. The employee shall be given an opportunity to examine all evaluations and discuss the findings with his/her supervisor and to sign the evaluation form to indicate that he has done so. The employee's signature shall be viewed as a representation that the employee reviewed the evaluation. The signature shall not be viewed as a representation of concurrence with any of the information contained therein. In the event an employee refuses to sign an evaluation form it shall be so noted on the form by the supervisor. Any additional comments, statements or objections by the employee may be submitted on an attached memorandum, and the presence of such attachment may be noted on the evaluation form itself by the employee. Employees will receive a copy of all evaluations.

Section 4. An employee may request a review of their evaluation within thirty (30) days from the date he signed the evaluation. The department head will conduct the review in the presence of the employee. It may result in a higher score, a lower score, or the same score.

Section 5. When the County receives oral or written information concerning an employee that is negative, the County will determine as soon as practical, if the information will be used in connection with the employee's evaluation and, if so, will share the content of that communication with the employee at that time.

ARTICLE 54: ADDRESS NOTIFICATION

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

ARTICLE 55: EMERGENCY EVACUATION PROCEDURE

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

ARTICLE 56: SECURITY

The County shall provide adequate security at each of its locations, which shall include security cameras. The County shall exercise reasonable care to maintain security

cameras. The maintenance of security cameras shall be an appropriate topic of discussion for the Safety Committee.

ARTICLE 57: LOCKERS

As space becomes available, the County agrees to consider a method of providing security for wearing apparel. Further, the County agrees to provide keys to desks which are lockable. Upon termination of employment or exchanging one (1) desk for another, it is the obligation of the employee to return the key to his/her supervisor.

ARTICLE 58: AIR CONDITIONING

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

ARTICLE 59: DIRECT DEPOSIT OF PAY CHECKS

The County shall have the right to pay employees solely through direct deposit unless an employee can document that he/she made good faith efforts to obtain an account (e.g., savings or checking) and was unable to obtain one. The County shall make a good faith effort to correct pay shortage if employees have not received pay for their regular work hours. Where possible (e.g., if all action is in control of the County), such corrections shall be made within three (3) business days of the receipt of the written notification by the employees to the Manager of the Division of Payroll.

ARTICLE 60: CLIENT LUNCH EXPENSE

The County agrees to reimburse Children and Family Service employees for actual costs not to exceed eight dollars (\$8.00) for taking a child client to lunch when such expenses were in the discharge of the employee's duties. The employee shall be required to submit receipts to receive this reimbursement.

ARTICLE 61: LOUNGES/LUNCH ROOM

The County agrees to provide an area at each location, which is usable as a lounge for employees only, and to provide a lunchroom for the employees. Each lounge area will be equipped and furnished. The County shall provide employees with one (1) refrigerator in each lunchroom for their use. The number of lounges and lunchrooms at each existing County location will be maintained unless and until changes in staffing levels at such a location justify a change, at which time the County will meet and confer with the Union prior to changing the number of lounges or lunchrooms.

ARTICLE 62 : ON-CALL STATUS

Section 1. The County shall have the right to establish on-call procedures when it determines that having employees on-call will facilitate service. When the County determines to establish on-call status within a classification within a division or operating unit thereof, the County will establish a volunteer list and assign on-call status to employees on that list on a rotating basis. If a sufficient number of employees in the classification in the division or operating unit affected do not volunteer, the County shall have the right to assign on-call status on a rotating basis in inverse order of seniority within the classification within the department or operating unit and the employee must accept the on-call status.

Section 2. An employee in on-call status shall be required to carry a County-supplied mobile device during all on-call hours. The employee may not travel outside the range of the mobile device and must respond to a call by calling back within fifteen (15) minutes. After responding to a call, the employee must report to work within sixty (60) minutes.

Section 3. While assigned to on-call status, an employee will receive a pay supplement of thirty dollars (\$30.00) for each day in on-call status. An employee will not receive the pay supplement if the employee fails to respond to a call and report to work in accordance with Section 2 hereof. Overtime pay will be provided in accordance with Articles 19 and 23 from the time the employee reports to work following a call.

ARTICLE 63: STREET GUIDES

Employees required to do field work will be supplied with a current street guide/map. For those traveling out-of-county, maps will be furnished as needed.

ARTICLE 64: FIRST AID

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

ARTICLE 65: OFFICE SUPPLIES AND EQUIPMENT

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

ARTICLE 66: UNIFORMS

Section 1. The County will provide, at no cost to the employee, uniforms when they are a necessary requirement of the job. In Home-based Skilled and Support Services at Senior and Adult Services, the County agrees to provide five (5) sets of uniforms to all employees after the successful completion of the initial probationary period, and four (4) one (1) uniform units (i.e., a unit is a shirt or a pair of pants) replacement set each year thereafter as replacements, if requested. The employee will have the option of selecting a summer or a winter weight replacement set. The type and quality of the uniforms shall be mutually agreed upon by the Union and the County. The County shall provide all necessary protective gear as determined by management (e.g., disposable booties, gloves, masks and protective glasses).

Section 2. At the Division of Central Services, the County shall provide, at no cost to the employee, five (5) initial uniforms, which shall be worn during work hours. The uniforms shall consist of five (5) pairs of pants and five (5) shirts. In addition, the County shall provide four (4) uniforms units (i.e., a unit is a shirt or a pair of pants) per year as replacements, if requested. By the end of the first quarter of every other year, the County shall provide safety shoes to those employees that the county requires to wear them.

ARTICLE 67: MILEAGE AND LIABILITY INSURANCE

Section 1. All employees required to use their automobile in the performance of their duties shall be reimbursed such actual mileage at the IRS rate. If the IRS rate changes, the rate change will be implemented within 30 calendar days from the date that the IRS rate goes into effect and shall be retroactive to the effective date of the change by the IRS. Normally, the Employer shall reimburse all mileage expenses within 24 days of submission, unless there are extenuating circumstances.

Section 2. Employees appointed to the positions of Social Services Worker 3, Social Services Aide 1 and Social Services Aide 2, who transport children or other clients in their own vehicle as part of their regular job duties, will be reimbursed for up to one hundred dollars (\$100.00) annually to contribute toward the cost of purchasing an appropriate automobile liability policy/rider. A receipt and copy of the policy/rider must be attached to the expense report which claims the reimbursement.

ARTICLE 68: PARKING

The DHHS will reimburse all employees required to use their automobile in the performance of their duties up to five dollars (\$5.00) each day for parking. The reimbursement for parking expenses shall remain in effect until the DHHS provides a parking lot to accommodate all eligible employees. Parking shall be free in all County lots and garages for Movers who work second and third shift for the Department of Public Works.

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

ARTICLE 69: LONG DISTANCE TRAVEL EXPENSE

Section 1. Employees whose work requires them to travel out of Cuyahoga County shall be reimbursed for overnight lodging for actual expense not to exceed the lowest available single room rate. Employees must request a government rate, if available, when reservations are made. Receipts from lodging must be furnished to the employer.

Section 2. Employees whose work requires them to travel out of Cuyahoga County and within the State of Ohio shall be reimbursed up to a maximum of twenty-five dollars (\$25.00) for meals for each full day of travel. Employees will be reimbursed for the cost of a luncheon meal provided it is not within Cuyahoga County or within thirty (30) miles of the traveler's residence. Employees whose work requires them to travel out of the State of Ohio shall be reimbursed for meals pursuant to County policy.

ARTICLE 70: IDENTIFICATION CARD

All bargaining unit employees upon the date of hire, 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 and his/her signature. 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 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 71: TRAVEL TIME

Employees in the Family Service Aide I and Family Service Aide II classification who are required to travel from one (1) location to another location within their daily work schedule shall receive reasonable travel time in addition to their breaks and regular lunch period.

ARTICLE 72: INSURANCE

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

Section 2. Bi-weekly employee contributions for medical and prescription drug benefits shall be determined as follows:

a) MetroHealth Plan

Employer: 100% of plan costs;

Employee: 0% of plan costs; and

b) Other Plans

Employer: 90% of plan costs;

Employee: 10% of plan costs.

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

Section 4. 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 5. 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 6. 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 7. A waiting period of no more than 120 calendar days may be required before new employees are eligible to receive health and/or other insurance benefits. During the waiting period, the Employer may require employees who desire coverage to

purchase it through a third party vendor instead of participating in the County plans that are offered to regular full-time employees. New employees shall be eligible to participate in the County plans on the first date of the first month following completion of the waiting period.

ARTICLE 73: AFSCME CARE PLAN

The County shall contribute to the AFSCME Care Plan seventy dollar and seventy-five cents (\$70.75) per month for each employee in the bargaining unit. The benefits which will be provided are: Vision I, Life I, Hearing and Dental Level III.

ARTICLE 74: SICK LEAVE CONVERSION

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

ARTICLE 75: BI-LINGUAL PAY SUPPLEMENT

The County will pay the supplement of five percent (5%) of the employee's current base rate to bargaining unit employees who are designated to perform bi-lingual services in any job classification. The County shall establish the criteria for this payment including languages needed.

ARTICLE 76: SEX ABUSE UNIT: PAY SUPPLEMENT

All Social Service Workers who were assigned to the "Sex Abuse Unit" and receiving the three percent (3%) sex abuse supplement as of June 30, 1997 and who remain in the Sex Abuse Unit as of the date of ratification of the 1997 Re-Opener Agreement will continue to receive the sex abuse supplement for so long as they remain in the Sex Abuse Unit. The sex abuse supplement will be equal to three percent (3%) of the employee's current base rate.

ARTICLE 77: LONGEVITY PAY SUPPLEMENT

All employees currently entitled to receive the longevity pay supplement on the first day of the pay period during which this Contract is executed shall continue to be eligible for said supplement. The hourly rate of the longevity supplement eligible employees are receiving at that time shall remain unchanged. Employees not currently eligible on the

first day of the pay period during which this contract is executed and employees hired thereafter shall not be entitled to any longevity supplement.

ARTICLE 78: WAGES

Section 1. All bargaining unit classifications shall be assigned to the pay ranges set forth in the wage and salary schedule contained in Appendix E or Appendix F and fully incorporated herein by reference. Employees hired as of the date of the execution of the (2011-2014) agreement shall be paid pursuant to the schedule contained in Appendix E. They shall advance to the twelve (12) month rate beginning on the first day of the pay period within which the employee completes twelve (12) months of service and so on at annual intervals until the maximum rate of their respective pay range is reached.

The following is a complete listing of the adjustments to the wage schedule that shall take place during the life of this contract:

- 1) Effective July 1, 2014:
Wage rates shall increase by two percent (2.0%);
- 2) Effective July 1, 2015: Wage rates shall increase by two percent (2.0%); and
- 3) Wage re-opener for Year 3. The wage re-opener and negotiations shall be subject to the statutory impasse procedures as defined in Chapter 4117 of the Ohio Revised Code.

Section 2. New employees shall be employed at the starting rate of the pay range to which their classification has been assigned contained in Appendix F. They shall advance to the twelve (12) month rate beginning on the first day of the pay period within which the employee completes twelve (12) months of service and so on at annual intervals until the maximum rate of their respective pay range is reached. All other employees currently on the pay scales under Appendix F shall continue to advance on the step schedules on their anniversary date until the maximum rate of their respective pay range is reached.

ARTICLE 79: SEXUAL HARASSMENT

Section 1. Sexual harassment is a form of illegal discrimination that the law currently defines as: unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature where either (a) submission to such conduct is made an explicit or implicit term or condition of an individual's employment; (b) submission or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (c) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment. Engaging in sexual harassment

as described above, or in any type of sexual harassment that is forbidden by the County's policy manual or by future additions and/or modifications to the manual or the law shall be a serious infraction.

Section 2. The parties recognize that no employee should be subjected to sexual harassment. In this spirit a statement of commitment to this principle will be included in the Human Resources Policies and Procedures Manual and shall be made a rule of personal conduct.

Section 3. An employee who believes he or she is being sexually harassed (e.g. co-worker, supervisor, clients, public, or other County worker) shall report it pursuant to the procedure contained in the Human Resources Policy and Procedures Manual.

Section 4. All complaints of sexual harassment shall be taken seriously and shall be investigated in accordance with the County's Human Resources Policies and Procedures Manual.

Section 5. An employee who engages in sexual harassment may be disciplined up to and including discharge.

ARTICLE 80: FITNESS FOR DUTY EXAMINATION

Section 1. The County and the Union agree that the County has a responsibility to provide its employees, its clients and the public with the safest possible work conditions. Therefore, where there is reasonable cause to believe that an individual employee is using, soliciting, or is under the influence of drugs or alcohol at work, such employee will be directed to report to a County designated physician or medical clinic for a fitness for duty examination.

Section 2. The exam will be performed on County time and at County expense and will involve appropriate testing, including possible urine or blood tests or breathalyzer exam as determined by the appropriate medical personnel.

Section 3. An employee may be referred for such fitness for duty screening if at least one (1) supervisor has a reasonable suspicion that the employee is then under the influence of alcohol or a controlled chemical substance and shall be made based only upon specific, objective facts and reasonable inferences drawn from those facts in the light of experience, that the employee is then under the influence of drugs or alcohol so as to endanger fellow employees, the public or otherwise adversely impact on the employee's ability to perform his/her or her job duties.

Section 4. When a supervisor determines that he has reasonable suspicion that an employee is impaired, the supervisor will complete a form which will be presented to the County Department of Human Resources the same day. If the Department of Human Resources, in consultation with the Director or his/her designee, determine that there is reasonable suspicion, the Department of Human Resources shall arrange for a Fitness for Duty Exam and notify the Union prior to testing.

Section 5. An employee may also be referred for mandatory urine, blood or breathalyzer tests to determine substance abuse under the following circumstances:

- A. As part of a disciplinary probation for employees who have violated the County's drug and alcohol rules; or
- B. For employees returning from leaves of absence if they have given management a reason to suspect possible illegal drug and/or alcohol abuse. Possible reasons to suspect substance abuse include, but are not limited to, a history of excessive absenteeism not related to a specific illness, documented evidence of deteriorating job performance or documentation of aberrant behavior in instances where these reasons arose in the six (6) month period immediately preceding the leave of absence.
- C. An employee involved in any motor vehicle accident while operating a County vehicle shall immediately report the accident to his/her supervisor. Employees who are involved in a motor vehicle accident while driving their own vehicle in the course and scope of employment shall immediately report an accident that:
 - 1. Occurs while transporting client(s); or
 - 2. Results in personal injury to anyone; or
 - 3. Results in property damage to a third party; or
 - 4. Results in any vehicle being disabled.

The employee shall be subject to a test if the Employer has reason to suspect alcohol or illegal drug use or if an accident occurs involving a County vehicle or if the accident entails any of the issues listed in 1-4 above.

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

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

Section 8. The results of any drug and alcohol screening test will be kept strictly confidential. An employee who tests positive for drugs and/or alcohol will have the opportunity to review the test results and, if desired, a reasonable opportunity to rebut the results. Copies of any such evaluation shall be provided to the County and to the individual tested. Where urine or blood samples have been taken, the samples will be

preserved for a reasonable period of time and such employee will have the opportunity to have these samples retested at a reputable laboratory of his or her choosing.

Section 9. Employees who may be drug or alcohol dependent are encouraged to voluntarily seek professional assistance through a reputable treatment program. The County's Employee Assistance Program can provide counseling and referral. All records of an employee seeking medical rehabilitation for drug or alcohol dependency, either through E.A.P. or otherwise, will be kept strictly confidential. Voluntary assistance should be sought before dependency affects job performance so as to endanger fellow employees, the public, or otherwise adversely impact the employee's ability to perform his or her job duties.

Section 10. The E.A.P. program does not supplant or alter the normal discipline and Grievance Procedure. An employee subjected to disciplinary charges which include substance abuse on the job will be given access to the drug or alcohol screening results, the ability to have privately tested the blood or urine sample at an independent laboratory, and the opportunity to rebut the allegation of substance abuse on the job. The documentation shall list the basis upon which it was determined that there was reasonable cause to believe that the employee was using drugs or was under the influence of drugs or alcohol at work.

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

Section 12. The County is not responsible for any legal obligations and costs for claims based on the Union's duty of fair representation; however, the Union shall be indemnified and held harmless by the County for any alleged violation of any employee's Constitutional, common law or statutory rights.

ARTICLE 81: SAFETY COMMITTEE

Section 1. A Safety Committee shall be established in each division consisting of an equal number of representatives of the Employer and the Union.

Section 2. The Committees shall have as their purpose to identify safety and health issues which affect employees, in an effort to assist the employer to eliminate unsafe work conditions.

Section 3. The Committees shall meet once per calendar quarter. A copy of the quarterly meeting agenda shall be provided to the Director or his/her designee at least five (5) work days prior to the meetings. Either party may, with advance notice to the other, bring resource persons to a meeting to help address a specific agenda item. A copy of the quarterly meeting minutes shall be provided to the Director or his/her designee no later than five (5) work days from the date of the meetings.

Section 4. Safety Committee members shall receive the regular rate of pay while participating on the Committee provided their participation does not result in overtime costs to the employer.

ARTICLE 82: SUCCESSOR: COUNTY RELOCATION

The provisions of this Contract shall be binding upon the County and its successors, assigns, or future purchasers and all the terms and obligations herein contained shall not be affected or changed in any respect to the consolidation, merger, sale, transfer, or assignment of the DHHS of any or all of its ownership, or management of the DHHS. This Contract shall cover all future locations which the DHHS may operate during the term of this agreement or any extension thereof, or any transfer of operations from the existing location, or any subcontract or work covered or performed by employees in the existing location.

ARTICLE 83: SAVINGS CLAUSE

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

ARTICLE 84: MODIFICATION

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

ARTICLE 85: 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 86: WAGE CONTINUATION

An employee who is injured at work may utilize the Wage Continuation Program pursuant to the Wage Continuation Policy of the County. This program provides for the continuation of regular wages while an employee is recovering from the injury which may continue for up to sixty (60) calendar days or until the employee has either returned to full duty or alternative work, whichever comes first. The employee must

follow all requirements of the program, including use of a physician from a panel selected by the County for this purpose and completion of all forms. The program is entirely voluntary and the employee may opt-out of the program. In the event that the County revises or discontinues the Wage Continuation Policy, the revisions or discontinuation shall also apply to the employees covered by this Agreement.

ARTICLE 87: PRE-TAX DEDUCTION OF PERS CONTRIBUTIONS

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

ARTICLE 88: DURATION

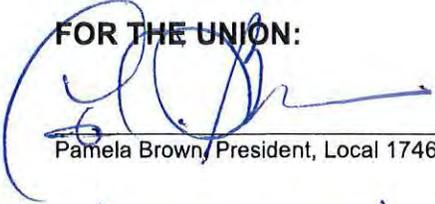
This Labor Contract represents the complete understanding between the parties on all issues and shall become effective on the date of ratification by County Council and remain in full force and effect until 11:59 p.m., June 30, 2017 and, thereafter, from year to year unless at least one hundred twenty (120) calendar days prior to said expiration, or anniversary thereof, either party gives timely notice to the other of an interest to terminate the Contract. Within ten (10) calendar days after receipt of said notice a conference will be arranged to negotiate any proposals.

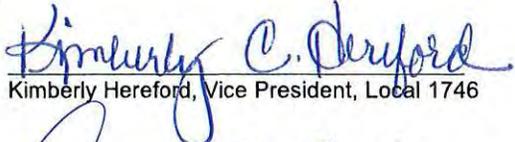
Notwithstanding the above, there shall be a wage re-opener for the third year of the agreement for wages to be paid, effective July 1, 2016. The party shall be required to provide at least sixty (60) days' notice prior to the July 1, 2016 date to reopen the negotiations for wages.

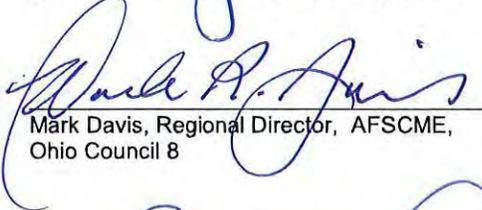
ARTICLE 89: EXECUTION

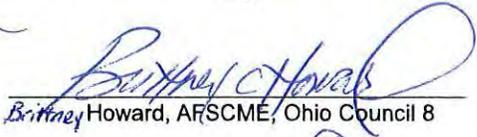
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

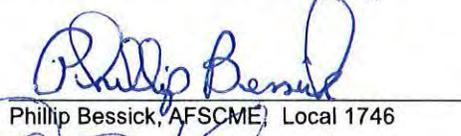
FOR THE UNION:

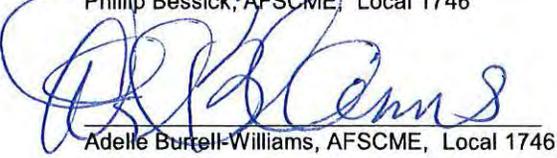

Pamela Brown, President, Local 1746

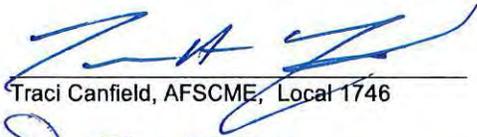

Kimberly Hereford, Vice President, Local 1746


Mark Davis, Regional Director, AFSCME,
Ohio Council 8

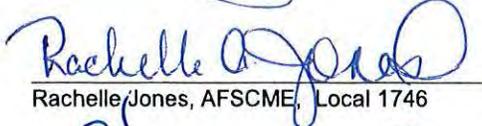

Britney Howard, AFSCME, Ohio Council 8

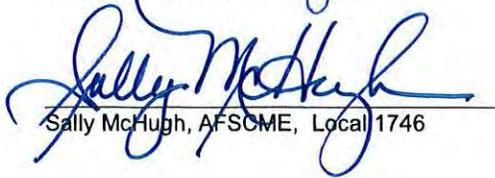

Phillip Bessick, AFSCME, Local 1746


Adelle Burtell-Williams, AFSCME, Local 1746


Traci Canfield, AFSCME, Local 1746


Gail Elmore, AFSCME, Local 1746


Rachelle Jones, AFSCME, Local 1746


Sally McHugh, AFSCME, Local 1746

FOR THE COUNTY:


Edward FitzGerald, County Executive

APPENDIX A

INCLUSIONS

It is understood and agreed that the following positions on the Cuyahoga County Department of Human Services organizational structure are included in the Bargaining Unit:

Accountant 1
Accountant 2
Account Clerk 1
Account Clerk 2
Account Clerk 3
Accounting Machine Operator 1
Accounting Machine Operator 2
Activities Aide

Baker 1
Baker 2

Cashier 1
Cashier 2
Clerk 1
Clerk 2
Clerical Specialist
Contract Evaluator/Negotiator
Cook 1
Cook 2
Custodial Worker
Customer Service Aide

Data Processor 1
Data Processor 2
Delivery Worker 1
Delivery Worker 2
Dietician 1
Dietician 2

Employment and Family Services Specialist
Elevator Operator
Equipment Operator 1
Equipment Operator 2

Fabric Worker 1
Fabric Worker 2
Fabric Worker 3

Facilitators

APPENDIX A (continued)

Family Service Aide 1
Family Service Aide 2
Food Service Worker
Food Service Supervisor 1
Food Service Supervisor 2

General Activities Therapist 1

Home Health Aide

Laundry Worker
Licensed Practical Nurse

Mail Clerk/Messenger
Maintenance Repair Worker 1
Maintenance Repair Worker 2
Master Social Worker
Mover 1
Mover 2

Nursing Associate

Office Machine Operator 1
Office Machine Operator 2

Parking Facility Attendant

Social Service Aide 1
Social Service Aide 2
Social Service Worker 1
Social Service Worker 2
Social Service Worker 3
Social Service Worker 4 (except agreed upon exclusions)
Statistician 1
Statistician 2
Statistics Clerk
Stenographer 1 (except confidential secretaries)
Stenographer 2 (except confidential secretaries)
Storekeeper 1
Storekeeper 2
Stores Clerk

APPENDIX A (continued)

Technical Typist

Telephone Operator 1

Telephone Operator 2

Typist 1

Typist 2 (except confidential secretaries)

Vehicle Operator 1

Vehicle Operator 2

Vocational Rehabilitation Counselor 1

Vocational Rehabilitation Counselor 2

Vocational Instructor

Central Services Custodial Worker

Central Services Delivery Worker

Central Services Mail Clerk/Messenger

Central Mover

In addition, clerical staff other than confidential secretaries in the Associate Director's, Deputy Director's and Director's Offices.

If and when the DHS should reinstate or reactivate the classifications of IM Aide 1, IM Worker 1, IM Worker 2, IM Worker 3, Eligibility Specialist, Employment and Training Specialist, Income Maintenance Aide 2, Youth Leader 1 or Youth Leader 2 the Union shall be the sole and exclusive bargaining unit representative.

APPENDIX B

EXCLUSIONS

All positions in the following departments are excluded from the bargaining unit:

Investigation and Support
Human Resources
Payroll
Budget and Reporting
Employees Assigned to the employee caseload

Further, any existing classification not listed in Appendix A, INCLUSIONS, is excluded from the bargaining unit.

APPENDIX C
ENTRY LEVEL POSITIONS

Accountant 1
Account Clerk 1
Account Clerk 2
Accounting Machine Operator 1
Activities Aide

Cashier 1
Clerk 1
Clerk 2
Contract Evaluator/Negotiator
Cook 1
Custodial Worker
Customer Service Aide

Data Processor 1
Data Processor 2

Delivery Worker 1

Employment and Family Services Specialist
Equipment Operator

Fabric Worker 1
Family Service Aide 1
Family Service Worker

General Activities Therapist 1

Laundry Worker
Licensed Practical Nurse

Mail Clerk/Messenger
Maintenance Repair Worker 1
Mover 1

Office Machine Operator 1

Parking Facility Attendant

Appendix C (Continued)

Social Service Aide 1 (outside the Homemaker Department)
Social Services Worker 1
Social Services Worker 2
Social Services Worker 3
Statistician
Stores Clerk

Telephone Operator 1
Typist 1
Typist 2

Vocational Instructor 1

If and when the DHS reinstates the classifications of IM Worker 1, IM Aide 1, and IM Worker 2, Eligibility Specialist, Employment and Training Specialist, or Youth Leader 1, those positions shall be deemed entry level positions.

APPENDIX D
PAY RANGES

PAY RANGE ONE

Elevator Operator
Food Service Worker
Laundry Worker

PAY RANGE TWO

Clerk 1
Custodial Worker
Fabric Worker 1
Office Machine Operator 1

PAY RANGE THREE

Accounting Machine Operator 1
Cashier 1
Clerk 2
Cook 1
Data Processor 1
Fabric Worker 2
Mail Clerk/Messenger
Parking Facility Attendant
Stores Clerk
Telephone Operator 1
Typist 1

PAY RANGE FOUR

Account Clerk 1
Activities Aide
Baker 1
Data Processor 2
Delivery Worker 1
Fabric Worker 3
Family Service Aide 1
Maintenance Repair Worker 1
Mover 1
Office Machine Operator 2

Social Service Aide 1
Stenographer 1
Telephone Operator 2
Typist 2

Vehicle Operator 1

APPENDIX D (Continued)

PAY RANGES

PAY RANGE FIVE

PAY RANGE SIX

Accounting Machine Operator 2
Cashier 2
Clerical Specialist
Cook 2
Customer Service Aide
Equipment Operator 1
Family Service Aide 2
Home Health Aide
Maintenance Repair Worker 2
Mover 2
Nursing Associate
Social Service Aide 2
Stenographer 2
Storekeeper 1
Technical Typist
Vocational Instructor

PAY RANGE SEVEN

Account Clerk 2
Baker 2
Equipment Operator 2
Food Service Supervisor 2
General Activities Therapist
Social Service Worker 1
Statistics Clerk
Vehicle Operator 2

PAY RANGE EIGHT

Accountant 1
Account Clerk 3

Social Service Worker 2
Storekeeper 2

APPENDIX D (Continued)

PAY RANGES

PAY RANGE NINE

Contract Evaluator/Negotiator
Dietician 1
LPN
Statistician 1
Vocational Rehabilitation Counselor 1

PAY RANGE TEN

Employment and Family Services Specialist

PAY RANGE ELEVEN

Social Service Worker 3

PAY RANGE TWELVE

Accountant 2
Statistician 2

PAY RANGE THIRTEEN

Vocational Rehabilitation Counselor 2

PAY RANGE FOURTEEN

Dietician
Facilitator
Social Worker 4

PAY RANGE FIFTEEN

Master Social Worker

PAY RANGE SIXTEEN

Central Services Custodial Worker
Central Services Mail Clerk/Messenger
Central Services Delivery Worker
Delivery Worker 2

PAY RANGE SEVENTEEN

Central Services Mover

APPENDIX E

Pay Range	July 1, 2014 - June 30, 2015			Pay Range	July 1, 2015 - June 30, 2016				
	Hourly	Biweekly	Annual		Hourly	Biweekly	Annual		
1	Start	\$11.68	\$984.40	\$24,294.40	1	Start	\$11.91	\$992.80	\$24,772.80
	12 Month	\$12.09	\$967.20	\$25,147.20	12 Month	\$12.33	\$986.40	\$25,546.40	
	24 Month	\$12.48	\$998.40	\$25,958.40	24 Month	\$12.73	\$1,018.40	\$26,478.40	
	36 Month	\$12.86	\$1,028.80	\$26,748.80	36 Month	\$13.12	\$1,048.80	\$27,289.60	
2	Start	\$12.24	\$979.20	\$25,459.20	2	Start	\$12.48	\$998.40	\$25,968.40
	12 Month	\$12.66	\$1,012.80	\$26,332.80	12 Month	\$12.91	\$1,032.80	\$26,852.80	
	24 Month	\$13.11	\$1,048.80	\$27,268.80	24 Month	\$13.37	\$1,069.60	\$27,809.60	
	36 Month	\$13.57	\$1,085.60	\$28,225.60	36 Month	\$13.84	\$1,107.20	\$28,787.20	
3	Start	\$12.86	\$1,028.80	\$26,748.80	3	Start	\$13.12	\$1,048.80	\$27,289.60
	12 Month	\$13.29	\$1,063.20	\$27,643.20	12 Month	\$13.56	\$1,084.80	\$28,204.80	
	24 Month	\$13.73	\$1,098.40	\$28,558.40	24 Month	\$14.00	\$1,120.00	\$29,120.00	
	36 Month	\$14.25	\$1,140.00	\$29,840.00	36 Month	\$14.54	\$1,163.20	\$30,243.20	
4	Start	\$13.57	\$1,085.60	\$28,225.60	4	Start	\$13.84	\$1,107.20	\$28,787.20
	12 Month	\$14.01	\$1,120.80	\$29,140.80	12 Month	\$14.29	\$1,143.20	\$29,723.20	
	24 Month	\$14.48	\$1,158.40	\$30,118.40	24 Month	\$14.77	\$1,181.60	\$30,721.60	
	36 Month	\$15.01	\$1,200.80	\$31,220.80	36 Month	\$15.31	\$1,224.80	\$31,844.80	
5	Start	\$14.26	\$1,140.80	\$29,680.80	5	Start	\$14.56	\$1,164.00	\$30,264.00
	12 Month	\$14.74	\$1,179.20	\$30,659.20	12 Month	\$15.03	\$1,202.40	\$31,262.40	
	24 Month	\$15.25	\$1,220.00	\$31,720.00	24 Month	\$15.56	\$1,244.80	\$32,364.80	
	36 Month	\$15.86	\$1,282.80	\$32,572.80	36 Month	\$15.97	\$1,277.60	\$33,217.60	
6	Start	\$14.26	\$1,140.80	\$29,680.80	6	Start	\$14.56	\$1,164.00	\$30,264.00
	12 Month	\$14.74	\$1,179.20	\$30,659.20	12 Month	\$15.03	\$1,202.40	\$31,262.40	
	24 Month	\$15.25	\$1,220.00	\$31,720.00	24 Month	\$15.56	\$1,244.80	\$32,364.80	
	36 Month	\$15.86	\$1,282.80	\$32,572.80	36 Month	\$15.97	\$1,277.60	\$33,217.60	
7	Start	\$15.01	\$1,200.80	\$31,220.80	7	Start	\$15.31	\$1,224.80	\$31,844.80
	12 Month	\$15.47	\$1,237.60	\$32,177.60	12 Month	\$15.78	\$1,262.40	\$32,822.40	
	24 Month	\$15.91	\$1,272.80	\$33,092.80	24 Month	\$16.23	\$1,298.40	\$33,758.40	
	36 Month	\$16.40	\$1,312.00	\$34,112.00	36 Month	\$16.73	\$1,336.40	\$34,798.40	

APPENDIX E

Pay Range	July 1, 2014 - June 30, 2015			Pay Range	July 1, 2015 - June 30, 2016				
	Hourly	Biweekly	Annual		Hourly	Biweekly	Annual		
8	Start	\$15.68	\$1,252.80	\$32,572.80	8	Start	\$15.97	\$1,277.60	\$33,217.60
	12 Month	\$16.14	\$1,291.20	\$33,571.20	12 Month	\$16.46	\$1,316.80	\$34,236.80	
	24 Month	\$16.64	\$1,331.20	\$34,611.20	24 Month	\$16.97	\$1,357.60	\$35,297.60	
	36 Month	\$17.20	\$1,378.00	\$35,778.00	36 Month	\$17.54	\$1,403.20	\$36,483.20	
	48 Month	\$17.86	\$1,428.80	\$37,148.80	48 Month	\$18.22	\$1,457.60	\$37,897.60	
9	Start	\$16.64	\$1,331.20	\$34,611.20	9	Start	\$16.97	\$1,357.60	\$35,297.60
	12 Month	\$17.20	\$1,378.00	\$35,778.00	12 Month	\$17.54	\$1,403.20	\$36,483.20	
	24 Month	\$17.86	\$1,428.80	\$37,148.80	24 Month	\$18.22	\$1,457.60	\$37,897.60	
	36 Month	\$18.53	\$1,482.40	\$38,542.40	36 Month	\$18.90	\$1,512.00	\$39,312.00	
	48 Month	\$19.32	\$1,545.60	\$40,185.60	48 Month	\$19.71	\$1,576.80	\$40,996.80	
10	Start	\$17.00	\$1,360.00	\$35,360.00	10	Start	\$17.34	\$1,387.20	\$36,067.20
	12 Month	\$17.52	\$1,401.60	\$36,441.60	12 Month	\$17.67	\$1,428.80	\$37,189.60	
	24 Month	\$18.13	\$1,450.40	\$37,710.40	24 Month	\$18.49	\$1,479.20	\$38,459.20	
	36 Month	\$18.88	\$1,506.80	\$39,228.80	36 Month	\$19.24	\$1,539.20	\$40,019.20	
	48 Month	\$19.60	\$1,568.00	\$40,768.00	48 Month	\$19.99	\$1,599.20	\$41,579.20	
	60 Month	\$20.27	\$1,621.60	\$42,161.60	60 Month	\$20.68	\$1,654.40	\$43,014.40	
	72 Month	\$20.92	\$1,678.60	\$43,513.60	72 Month	\$21.34	\$1,707.20	\$44,587.20	
11	Start	\$18.49	\$1,479.20	\$38,459.20	11	Start	\$18.86	\$1,508.80	\$39,228.80
	12 Month	\$19.42	\$1,553.60	\$40,393.60	12 Month	\$19.91	\$1,594.80	\$41,204.80	
	24 Month	\$20.39	\$1,631.20	\$42,411.20	24 Month	\$20.80	\$1,684.00	\$43,294.00	
	36 Month	\$21.41	\$1,712.80	\$44,532.80	36 Month	\$21.84	\$1,747.20	\$45,427.20	
	48 Month	\$22.49	\$1,799.20	\$46,779.20	48 Month	\$22.94	\$1,835.20	\$47,715.20	
	60 Month	\$23.59	\$1,887.20	\$49,067.20	60 Month	\$24.06	\$1,924.80	\$50,044.80	
	72 Month	\$25.14	\$2,011.20	\$52,291.20	72 Month	\$25.64	\$2,051.20	\$53,331.20	
12	Start	\$17.86	\$1,428.80	\$37,148.80	12	Start	\$18.22	\$1,457.60	\$37,897.60
	12 Month	\$18.53	\$1,482.40	\$38,542.40	12 Month	\$18.90	\$1,512.00	\$38,312.00	
	24 Month	\$19.32	\$1,545.60	\$40,185.60	24 Month	\$19.71	\$1,576.80	\$40,996.80	
	36 Month	\$20.19	\$1,615.20	\$41,995.20	36 Month	\$20.59	\$1,647.20	\$42,827.20	
	48 Month	\$21.10	\$1,688.00	\$43,888.00	48 Month	\$21.52	\$1,721.60	\$44,761.60	

APPENDIX E

Pay Range	July 1, 2014 - June 30, 2015			Pay Range	July 1, 2015 - June 30, 2016				
	Hourly	Biweekly	Annual		Hourly	Biweekly	Annual		
13	Start	\$19.32	\$1,545.60	\$40,185.60	13	Start	\$19.71	\$1,576.80	\$40,996.80
	12 Month	\$20.18	\$1,615.20	\$41,985.20		12 Month	\$20.88	\$1,647.20	\$42,827.20
	24 Month	\$21.10	\$1,688.30	\$43,888.00		24 Month	\$21.52	\$1,721.60	\$44,761.60
	36 Month	\$22.11	\$1,788.80	\$45,988.80		36 Month	\$22.55	\$1,804.00	\$48,904.00
	48 Month	\$23.22	\$1,857.60	\$48,297.60		48 Month	\$23.68	\$1,884.40	\$49,254.40
14	Start	\$21.10	\$1,688.00	\$43,888.00	14	Start	\$21.52	\$1,721.60	\$44,761.60
	12 Month	\$22.11	\$1,788.80	\$45,988.80		12 Month	\$22.55	\$1,804.00	\$48,904.00
	24 Month	\$23.22	\$1,857.60	\$48,297.60		24 Month	\$23.68	\$1,884.40	\$49,254.40
	36 Month	\$24.31	\$1,944.80	\$50,584.80		36 Month	\$24.80	\$1,984.00	\$51,584.00
	48 Month	\$25.51	\$2,040.80	\$53,050.80		48 Month	\$26.02	\$2,081.60	\$54,121.60
	60 Month	\$26.82	\$2,145.60	\$55,785.60		60 Month	\$27.36	\$2,188.80	\$58,908.80
	72 Month	\$28.15	\$2,252.00	\$58,852.00		72 Month	\$28.71	\$2,296.80	\$59,716.80
15	Start	\$22.49	\$1,799.20	\$46,779.20	15	Start	\$22.94	\$1,836.20	\$47,715.20
	12 Month	\$23.61	\$1,888.80	\$48,108.80		12 Month	\$24.08	\$1,926.40	\$50,088.40
	24 Month	\$24.79	\$1,983.20	\$51,583.20		24 Month	\$25.29	\$2,023.20	\$52,603.20
	36 Month	\$26.03	\$2,082.40	\$54,142.40		36 Month	\$26.55	\$2,124.00	\$55,224.00
	48 Month	\$27.33	\$2,186.40	\$56,848.40		48 Month	\$27.88	\$2,230.40	\$57,890.40
16	Single Rate	\$16.32	\$1,305.60	\$33,945.60	16	Single Rate	\$16.65	\$1,332.00	\$34,632.00
17	Single Rate	\$19.05	\$1,524.00	\$39,624.00	17	Single Rate	\$19.43	\$1,554.40	\$40,414.40

APPENDIX F

Pay Range	July 1, 2014 - June 30, 2015			Pay Range	July 1, 2015 - June 30, 2016		
	Hourly	Biweekly	Annual		Hourly	Biweekly	Annual
1	Start	\$11.29	\$23,482.20	Start	\$11.92	\$23,951.00	
	12 Month	\$11.69	\$24,294.40	12 Month	\$11.91	\$24,772.80	
	24 Month	\$12.09	\$25,147.20	24 Month	\$12.33	\$25,646.40	
	36 Month	\$12.48	\$25,998.40	36 Month	\$12.75	\$26,478.40	
	48 Month	\$12.86	\$26,852.00	48 Month	\$13.02	\$26,952.00	
	60 Month	\$12.86	\$26,748.00	60 Month	\$13.12	\$27,288.00	
2	Start	\$11.81	\$24,954.00	Start	\$12.65	\$25,084.00	
	12 Month	\$12.24	\$25,458.20	12 Month	\$12.68	\$25,556.40	
	24 Month	\$12.66	\$26,282.80	24 Month	\$12.91	\$26,852.80	
	36 Month	\$13.11	\$27,048.00	36 Month	\$13.37	\$27,869.60	
	48 Month	\$13.32	\$27,705.60	48 Month	\$13.98	\$28,287.20	
	60 Month	\$13.57	\$28,226.00	60 Month	\$13.84	\$28,787.20	
3	Start	\$12.41	\$25,972.00	Start	\$12.68	\$26,332.80	
	12 Month	\$12.86	\$26,748.00	12 Month	\$13.12	\$27,288.00	
	24 Month	\$13.29	\$27,643.20	24 Month	\$13.56	\$28,204.80	
	36 Month	\$13.75	\$28,558.40	36 Month	\$14.00	\$29,136.00	
	48 Month	\$13.98	\$29,078.40	48 Month	\$14.26	\$29,696.00	
	60 Month	\$14.25	\$29,640.00	60 Month	\$14.54	\$30,243.20	
4	Start	\$13.11	\$27,268.00	Start	\$13.87	\$27,699.60	
	12 Month	\$13.57	\$28,226.00	12 Month	\$13.84	\$28,787.20	
	24 Month	\$14.01	\$29,143.20	24 Month	\$14.29	\$29,728.20	
	36 Month	\$14.46	\$30,118.40	36 Month	\$14.77	\$30,721.60	
	48 Month	\$14.74	\$30,868.00	48 Month	\$15.03	\$31,262.40	
	60 Month	\$15.01	\$31,220.00	60 Month	\$15.31	\$31,844.80	
5	Start	\$13.87	\$28,728.00	Start	\$14.08	\$29,307.20	
	12 Month	\$14.26	\$29,650.00	12 Month	\$14.55	\$30,264.00	
	24 Month	\$14.74	\$30,658.20	24 Month	\$15.03	\$31,262.40	
	36 Month	\$15.25	\$31,720.00	36 Month	\$15.56	\$32,364.80	
	48 Month	\$15.44	\$32,115.20	48 Month	\$15.75	\$32,780.00	
	60 Month	\$15.66	\$32,572.00	60 Month	\$15.97	\$33,217.60	
6	Start	\$13.81	\$28,728.00	Start	\$14.09	\$29,307.20	
	12 Month	\$14.26	\$29,650.00	12 Month	\$14.55	\$30,264.00	
	24 Month	\$14.74	\$30,658.20	24 Month	\$15.03	\$31,262.40	
	36 Month	\$15.25	\$31,720.00	36 Month	\$15.56	\$32,364.80	
	48 Month	\$15.44	\$32,115.20	48 Month	\$15.75	\$32,780.00	
	60 Month	\$15.66	\$32,572.00	60 Month	\$15.97	\$33,217.60	

APPENDIX F

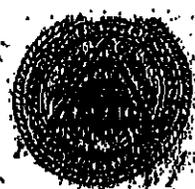
Pay Range		July 1, 2014 - June 30, 2015			Pay Range		July 1, 2015 - June 30, 2016		
		Hourly	Biweekly	Annual			Hourly	Biweekly	Annual
7	Start	\$14.57	\$1,165.60	\$30,305.60	7	Start	\$14.86	\$1,188.80	\$30,928.80
	12 Month	\$15.01	\$1,200.80	\$31,220.80		12 Month	\$15.31	\$1,224.80	\$31,844.80
	24 Month	\$15.47	\$1,237.60	\$32,177.60		24 Month	\$15.78	\$1,252.40	\$32,622.40
	36 Month	\$15.91	\$1,272.80	\$33,092.80		36 Month	\$16.23	\$1,298.40	\$33,758.40
	48 Month	\$16.15	\$1,292.00	\$33,592.00		48 Month	\$16.47	\$1,317.60	\$34,257.60
	60 Month	\$16.40	\$1,312.00	\$34,112.00	60 Month	\$16.73	\$1,338.40	\$34,758.40	
8	Start	\$15.13	\$1,210.40	\$31,470.40	8	Start	\$15.42	\$1,234.40	\$32,084.40
	12 Month	\$15.56	\$1,252.80	\$32,572.80		12 Month	\$15.87	\$1,277.60	\$33,217.60
	24 Month	\$16.14	\$1,281.20	\$33,571.20		24 Month	\$16.45	\$1,316.80	\$34,236.80
	36 Month	\$16.64	\$1,331.20	\$34,611.20		36 Month	\$16.97	\$1,357.60	\$35,257.60
	48 Month	\$17.20	\$1,376.00	\$35,776.00		48 Month	\$17.54	\$1,403.20	\$36,483.20
	60 Month	\$17.51	\$1,400.80	\$36,420.80		60 Month	\$17.85	\$1,428.80	\$37,148.80
	72 Month	\$17.85	\$1,428.80	\$37,148.80	72 Month	\$18.22	\$1,457.60	\$37,897.60	
9	Start	\$15.00	\$1,280.00	\$33,280.00	9	Start	\$16.32	\$1,305.60	\$33,843.60
	12 Month	\$15.64	\$1,331.20	\$34,811.20		12 Month	\$16.87	\$1,357.60	\$35,257.60
	24 Month	\$17.20	\$1,376.00	\$36,776.00		24 Month	\$17.54	\$1,403.20	\$38,483.20
	36 Month	\$17.85	\$1,428.80	\$37,148.80		36 Month	\$18.22	\$1,457.60	\$37,897.60
	48 Month	\$18.53	\$1,482.40	\$38,542.40		48 Month	\$18.90	\$1,512.00	\$39,312.00
	60 Month	\$18.90	\$1,512.00	\$39,312.00		60 Month	\$19.28	\$1,542.40	\$40,102.40
	72 Month	\$19.32	\$1,545.60	\$40,185.60	72 Month	\$19.71	\$1,576.80	\$40,966.80	
10	Start	\$16.40	\$1,312.00	\$34,112.00	10	Start	\$16.73	\$1,338.40	\$34,758.40
	12 Month	\$17.00	\$1,360.00	\$35,360.00		12 Month	\$17.34	\$1,387.20	\$36,067.20
	24 Month	\$17.52	\$1,401.60	\$36,441.60		24 Month	\$17.87	\$1,428.80	\$37,189.60
	36 Month	\$18.13	\$1,450.40	\$37,710.40		36 Month	\$18.49	\$1,479.20	\$38,458.20
	48 Month	\$18.86	\$1,506.80	\$39,228.80		48 Month	\$19.24	\$1,535.20	\$40,019.20
	60 Month	\$19.50	\$1,568.00	\$40,788.00		60 Month	\$19.90	\$1,599.20	\$41,579.20
	72 Month	\$20.27	\$1,621.60	\$42,161.60		72 Month	\$20.68	\$1,664.40	\$43,014.40
	84 Month	\$20.58	\$1,648.40	\$42,808.40		84 Month	\$20.99	\$1,679.20	\$43,659.20
	96 Month	\$20.92	\$1,673.60	\$43,513.60		96 Month	\$21.34	\$1,707.20	\$44,387.20
11	Start	\$17.52	\$1,401.60	\$36,441.60	11	Start	\$17.87	\$1,429.60	\$37,189.60
	12 Month	\$18.49	\$1,479.20	\$38,458.20		12 Month	\$18.86	\$1,508.80	\$39,228.80
	24 Month	\$19.42	\$1,553.60	\$40,383.60		24 Month	\$19.81	\$1,584.80	\$41,204.80
	36 Month	\$20.39	\$1,631.20	\$42,411.20		36 Month	\$20.80	\$1,664.00	\$43,264.00
	48 Month	\$21.41	\$1,712.80	\$44,532.80		48 Month	\$21.84	\$1,747.20	\$45,427.20
	60 Month	\$22.49	\$1,796.20	\$46,779.20		60 Month	\$22.94	\$1,835.20	\$47,715.20
	72 Month	\$23.59	\$1,887.20	\$49,067.20		72 Month	\$24.06	\$1,924.80	\$50,044.80
	84 Month	\$24.32	\$1,945.60	\$50,565.60		84 Month	\$24.81	\$1,984.80	\$51,604.80
	96 Month	\$25.14	\$2,011.20	\$52,251.20		96 Month	\$25.64	\$2,051.20	\$53,391.20

APPENDIX F

Pay Range	July 1, 2014 - June 30, 2015			Pay Range	July 1, 2015 - June 30, 2016				
	Hourly	Biweekly	Annual		Hourly	Biweekly	Annual		
12	Start	\$17.11	\$1,368.80	\$35,568.80	12	Start	\$17.45	\$1,396.00	\$36,296.00
	12 Month	\$17.66	\$1,423.80	\$37,142.80		12 Month	\$18.22	\$1,457.80	\$37,687.80
	24 Month	\$18.33	\$1,482.40	\$38,542.40		24 Month	\$18.90	\$1,512.00	\$39,312.00
	36 Month	\$19.32	\$1,548.60	\$40,185.60		36 Month	\$19.71	\$1,576.80	\$40,996.80
	48 Month	\$20.19	\$1,615.20	\$41,985.20		48 Month	\$20.59	\$1,647.20	\$42,827.20
	60 Month	\$20.82	\$1,649.80	\$42,888.80		60 Month	\$21.03	\$1,682.40	\$43,742.40
	72 Month	\$21.10	\$1,686.00	\$43,888.00		72 Month	\$21.52	\$1,721.60	\$44,781.60
13	Start	\$18.41	\$1,472.80	\$38,292.80	13	Start	\$18.76	\$1,502.40	\$39,082.40
	12 Month	\$19.32	\$1,545.80	\$40,185.80		12 Month	\$19.71	\$1,579.80	\$40,888.80
	24 Month	\$20.19	\$1,615.20	\$41,985.20		24 Month	\$20.59	\$1,647.20	\$42,827.20
	36 Month	\$21.10	\$1,688.00	\$43,888.00		36 Month	\$21.52	\$1,721.60	\$44,781.60
	48 Month	\$22.11	\$1,768.80	\$45,988.80		48 Month	\$22.55	\$1,804.00	\$46,904.00
	60 Month	\$22.65	\$1,810.40	\$47,070.40		60 Month	\$23.08	\$1,845.40	\$48,008.40
	72 Month	\$23.22	\$1,857.60	\$48,297.60		72 Month	\$23.58	\$1,894.40	\$49,254.40
14	Start	\$20.06	\$1,604.80	\$41,724.80	14	Start	\$20.46	\$1,636.80	\$42,556.80
	12 Month	\$21.10	\$1,688.00	\$43,888.00		12 Month	\$21.52	\$1,721.60	\$44,781.60
	24 Month	\$22.11	\$1,768.80	\$45,988.80		24 Month	\$22.55	\$1,804.00	\$46,904.00
	36 Month	\$23.22	\$1,857.60	\$48,297.60		36 Month	\$23.68	\$1,894.40	\$49,254.40
	48 Month	\$24.31	\$1,944.80	\$50,944.80		48 Month	\$24.80	\$1,984.00	\$51,584.00
	60 Month	\$25.51	\$2,040.80	\$53,060.80		60 Month	\$26.02	\$2,081.60	\$54,121.60
	72 Month	\$26.82	\$2,145.60	\$55,785.60		72 Month	\$27.36	\$2,188.80	\$56,908.80
	84 Month	\$27.45	\$2,196.00	\$57,066.00		84 Month	\$28.00	\$2,240.00	\$58,240.00
	96 Month	\$28.15	\$2,252.00	\$58,552.00		96 Month	\$28.71	\$2,296.80	\$59,716.80
15	Start	\$21.36	\$1,708.80	\$44,428.80	15	Start	\$21.79	\$1,743.20	\$45,323.20
	12 Month	\$22.49	\$1,799.20	\$46,779.20		12 Month	\$22.94	\$1,835.20	\$47,715.20
	24 Month	\$23.61	\$1,888.80	\$49,108.80		24 Month	\$24.08	\$1,925.40	\$50,066.40
	36 Month	\$24.79	\$1,993.20	\$51,583.20		36 Month	\$25.29	\$2,023.20	\$52,603.20
	48 Month	\$26.03	\$2,082.40	\$54,142.40		48 Month	\$26.56	\$2,124.00	\$55,224.00
	60 Month	\$26.64	\$2,131.20	\$55,411.20		60 Month	\$27.17	\$2,173.80	\$56,513.80
	72 Month	\$27.33	\$2,186.40	\$56,846.40		72 Month	\$27.88	\$2,230.40	\$57,980.40
16	Single Rate	\$16.32	\$1,305.80	\$33,945.80	16	Single Rate	\$16.65	\$1,332.00	\$34,632.00
17	Single Rate	\$19.05	\$1,524.00	\$39,024.00	17	Single Rate	\$19.43	\$1,564.40	\$40,414.40

Federation of State County
Employees, AFL-CIO

Greater Cleveland District Council 78
19200 Lorain Avenue, Cleveland, Ohio 44122
Phone 231-4255



Tuesday,
July 28, 1972

SUBCONTRACTING

Mr. Robert Hoover,
Director
Cuyahoga County Welfare Department
220 W. Glavin Avenue, North West
Cleveland, Ohio 44114

RE: 1972 Negotiations
Sub-contracting

Dear Mr. Hoover:

During the negotiations of the 1972 contract, the Union proposed a
provision on Subcontracting. The Union's language on Sub-contracting.
The County was agreeable to the Union's proposal provided there was an
understanding on the Subcontracting provision.

This is to advise you that the subcontracting work is only the work actually
performed by the employees on the Welfare Department and not purchase of services.
In other words, if the County decided to place the purchase of services which
cannot presently be done with the employees would be covered by the terms
and conditions of the present contract.

I trust this clarifies your concerns on this issue.

Sincerely yours,

Robert A. Brindes,
Director,
District Council 78,
AFL-CIO, 19200

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dalu/179441-cio

**RECOGNITION AGREEMENT
BETWEEN THE COUNTY OF CUYAHOGA AND
LOCAL 1746, OHIO COUNCIL 8, AFSCME, AFL-CIO**

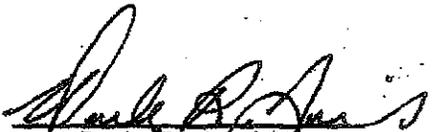
Parties: This Agreement is entered by and between the County of Cuyahoga (hereinafter referred to as "the County") and Local 1746 AFSCME, Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter collectively referred to as the "Union").

Background Facts: The Union petitioned the County to add the classification of "MST Therapist" at the Division of Children and Family Services with the Department of Health and Human Services "DCFS"). The Union provided signed authorization cards from the employees at DCFS in this classification that document the desire of the employees for the Union to represent them. The Department of Law reviewed the documentation and the job descriptions, consulted with the Department of Human Resources and the relevant management representatives at DCFS and determined that there was a community of interest between the MST Therapists and the Social Workers represented by the Union in the Local 1746 bargaining unit. The Law Department also determined that these employees have a statutory right to bargaining collectively pursuant to Chapter 4117 of the Ohio Revised Code. In an effort to avoid over fragmentation of bargaining units, the Law Department has recommended that this classification be included in the 1746 bargaining unit.

Terms of Agreement:

1. The County shall recognize Local 1746, Ohio Council 8, AFSCME, AFL-CIO as the exclusive representative for purposes of collective bargaining of the employees assigned to the Division of Children and Family Services, Department of Health and Human Services, who are in the job classification entitled "MST Therapist." These employees shall be included in the bargaining unit that is currently represented by Local 1746 and is covered by the Collective Bargaining Agreement ("CBA") with the term July 1, 2011 through June 30, 2014.
2. Effective upon execution of this Agreement, the bargaining employees who are in the MST Therapist classification at the Division of Children and Family Services shall be slotted into Appendix E, Pay Range 14 of the CBA. The wage rates of the employees shall be set at the rate in Pay Range 14 that is closest to, but not lower than, the employees' base wage rates at the time of execution of this Recognition Agreement.
3. The bargaining unit seniority of the employees affected by this Agreement shall be set at August 1, 2011.
4. All other provisions of the CBA not specifically referred to in this Agreement shall be effective for the MST Therapists beginning on January 1, 2013.

ON BEHALF OF THE UNION:


Mark Davis, Regional Director
Ohio Council 8, AFSCME, AFL-CIO

ON BEHALF OF THE COUNTY:


Edward FitzGerald, County Executive
Received 1/22/2013 EJM