



03-10-15
14-MED-05-0726
0507-03
K32029

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**CUYAHOGA COUNTY
DEPARTMENT OF HEALTH & HUMAN SERVICES
(Division of Children & Family Services)**

AND

**LABORERS INTERNATIONAL UNION OF NORTH AMERICA
LOCAL 860**

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	PREAMBLE.....	1
ARTICLE 1:	RECOGNITION.....	1
ARTICLE 2:	MANAGEMENT RIGHTS.....	1
ARTICLE 3:	NO STRIKE/NO LOCKOUT.....	1
ARTICLE 4:	CHECK-OFF.....	2
ARTICLE 5:	FAIR SHARE.....	3
ARTICLE 6:	UNION VISITATION.....	4
ARTICLE 7:	BULLETIN BOARDS.....	4
ARTICLE 8:	UNION REPRESENTATION.....	4
ARTICLE 9:	PERSONNEL RECORD.....	6
ARTICLE 10:	DISCIPLINE.....	6
ARTICLE 11:	GRIEVANCE PROCEDURE.....	8
ARTICLE 12:	PROBATIONARY PERIOD.....	11
ARTICLE 13:	SENIORITY.....	11
ARTICLE 14:	HOURS OF WORK AND OVERTIME.....	12
ARTICLE 15:	PART-TIME EMPLOYEES.....	13
ARTICLE 16:	UNEXCUSED ABSENCE NOTIFICATION.....	14
ARTICLE 17:	LABOR MANAGEMENT COMMITTEE.....	14
ARTICLE 18:	REST PERIOD.....	15
ARTICLE 19:	REPORT-IN PAY.....	15
ARTICLE 20:	CALL-IN-PAY.....	15
ARTICLE 21:	SHIFT PREMIUM.....	15
ARTICLE 22:	INCLEMENT WEATHER.....	15
ARTICLE 23:	HOLIDAYS.....	16
ARTICLE 24:	VACATIONS.....	17
ARTICLE 25:	SICK LEAVE.....	19
ARTICLE 26:	EXTENDED UNPAID SICK/MEDICAL LEAVE.....	20
ARTICLE 27:	LEAVE PROVIDED PURSUANT TO FMLA.....	21
ARTICLE 28:	FUNERAL LEAVE.....	21
ARTICLE 29:	JURY AND WITNESS DUTY.....	22
ARTICLE 30:	MILITARY LEAVE.....	22
ARTICLE 31:	PARENTAL LEAVE.....	22
ARTICLE 32:	UNION LEAVE.....	23
ARTICLE 33:	EDUCATIONAL LEAVE.....	23
ARTICLE 34:	COURT LEAVE.....	23
ARTICLE 35:	PERSONAL LEAVE.....	23
ARTICLE 36:	APPLICATION FOR LEAVE OF ABSENCE.....	23
ARTICLE 37:	OTHER PROVISION REGARDING LEAVE OF ABSENCE.....	24
ARTICLE 38:	TEMPORARY TRANSFERS.....	24
ARTICLE 39:	PROMOTIONAL PROCEDURE.....	25
ARTICLE 40:	CIVIL SERVICE LAWS.....	27
ARTICLE 41:	LAYOFF.....	27

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
ARTICLE 42:	JOB DESCRIPTIONS	28
ARTICLE 43:	JOB AUDITS	29
ARTICLE 44:	ORIENTATION AND TRAINING:	29
ARTICLE 45:	EMPLOYEE EVALUATIONS	30
ARTICLE 46:	ADDRESS NOTIFICATION	30
ARTICLE 47:	EMERGENCY EVACUATION PROCEDURE	30
ARTICLE 48:	SECURITY	31
ARTICLE 49:	AIR CONDITIONING	31
ARTICLE 50:	DIRECT DEPOSIT OF PAY CHECKS	31
ARTICLE 51:	LOUNGES/LUNCH ROOM	31
ARTICLE 52:	AFTER-HOURS CALLS	31
ARTICLE 53:	FIRST AID	31
ARTICLE 54:	USE OF NON-BARGAINING UNIT EMPLOYEES	32
ARTICLE 55:	MILEAGE	32
ARTICLE 56:	PARKING	32
ARTICLE 57:	LONG DISTANCE TRAVEL EXPENSE	32
ARTICLE 58:	IDENTIFICATION CARD	33
ARTICLE 59:	INSURANCE	33
ARTICLE 60:	SICK LEAVE CONVERSION	34
ARTICLE 61:	WAGES	34
ARTICLE 62:	AFTER HOURS CALLS	36
ARTICLE 63:	SAFETY COMMITTEE	36
ARTICLE 64:	SAVINGS CLAUSE	36
ARTICLE 65:	MODIFICATION	37
ARTICLE 66:	PRINTING	37
ARTICLE 67:	WAGE CONTINUATION	37
ARTICLE 68:	PRE-TAX DEDUCTION OF PERS CONTRIBUTION	37
ARTICLE 69:	DURATION	38
ARTICLE 70:	EXECUTION	38
APPENDIX A	39

PREAMBLE

This contract is entered into by and between the County of Cuyahoga, Department of Health and Human Services, Division of Children and Family Services (hereinafter referred to as "County" or "Employer"), and the Laborer's International Union of North America Local No. 860 (hereinafter referred to as "Union" or "LIUNA").

ARTICLE 1: RECOGNITION

Section 1: Union is recognized as 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 A herein.

Section 2. The Union exclusive bargaining unit includes the job classifications listed in Appendix A. The Employer will not recognize any other union or organization as representative 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.

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 CHECK-OFF

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

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

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

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

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

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

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

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

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

ARTICLE 5: FAIR SHARE

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

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

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

Section 4. In the event that a mistake is made with an employee's fair share fee, the 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 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 6: UNION VISITATION

Non-employee representatives of the Union may enter the premises of an operation of the DHHS between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, upon request of the DHHS Director or his/her designee, for the purpose 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 5:00 p.m. and 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 where bargaining unit employees are assigned as their primary reporting location. All bulletin board notices of the Union shall bear the signature of an official of the Union. A copy of all posted notices shall be given to the designated employee of the Department of Human Resources prior to posting. No postings shall contain derogatory or abusive statements or depictions of the County or its employees. 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 and one alternate steward. The Union shall notify the County regarding the actual assignments of the stewards by location and/or classification.

Section 3. Stewards shall be permitted to investigate, process grievances, represent employees in pre-discipline conferences, investigatory interviews and handle other related union business during normal work hours without loss of pay.

Section 4. Stewards are expected to perform their job duties and to meet the performance expectations of their jobs.

Section 5. The Union shall furnish the County a written list of names of 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 6. 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 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, the steward shall record on a special 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.) The steward must receive the consent of his/her immediate supervisor prior to leaving his/her work station to conduct such union business, such supervisor consent will not be unreasonably withheld.
- C. When it is necessary for a 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. When it is necessary for a steward to speak with a bargaining unit employee regarding Union business during times that the employee is expected to be working, he/she shall report to the employee's immediate superior to obtain consent, which consent will not be unreasonably withheld.
- D. Upon returning to his/her job, the 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).

Section 7. A steward having an individual grievance in connection with his/her own work may ask a Union officer to assist him/her in adjusting the grievance with his/her supervisor.

Section 8. If available, office space shall 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 Steward 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. It is recognized by the parties that the County must prescribe regulations for the custody, use and preservation of the records, papers, books, documents, and property pertaining to the County. To the extent that any records, papers or other documents covering bargaining unit employees are legitimately considered available to review by such employees, every employee shall be allowed to review his or her personnel file at any reasonable time upon request. If any bargaining unit employee is involved in a grievance regarding a matter in which materials in his personnel file may be relevant, the affected employees' Union representative will be granted access to the employees' personnel file at reasonable times where such access is authorized, in advance, by the bargaining unit employee.

Section 2. A bargaining unit employee will be provided a copy of any disciplinary material placed in his personnel file after the effective date of this Agreement.

Section 3. If an employee, upon examining his personnel folder, has reason to believe that there are inaccuracies in those documents to which he has access, the employee may write a correspondence explaining the alleged inaccuracy to the Department of Human Resources. If, upon investigation, the County sustains such allegations:

(a) The employee's written correspondence may be attached to the material in question, and filed with it and the County shall note thereon its concurrence; or

(b) The Director of the Department of Human Resources may remove the inaccurate material from the personnel folder if the Director determines that inaccuracies warrant such removal; or

(a) The Director of the Department of Human Resources may remove and destroy the material if the County's Director of Law determines that this is permitted under Ohio Public Records Law and the Public Records Policy of the County and that no liability may result.

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 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 be 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 shall receive notification in writing at least three (3) working days prior to the conference. Such notice shall include a copy of the request for Investigation submitted by the Supervisor and documents submitted with the Request for Investigation, date of the conference, time and location of the conference, nature of the offense and the right to Union representation. If a Union representative (i.e., a Union staff representative, an officer, a steward or 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 notify the Department of Human Resources with a minimum of three (3) different alternative dates and times to reschedule the PDC within the five (5) calendar day period following the original date. The County shall re-schedule the PDC to take place when a union representative is available within the five (5) 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 re-scheduled shall not be re-scheduled again and the PDC shall go forward unless the County determines it necessary to again re-schedule.

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.

- A) Probationary employees shall not have access to, or rights under, the grievance and arbitration procedure. An employee and/or the Union shall be entitled to withdraw a grievance at any step of the grievance procedure.
- B) The word "day" as used in this article means work day and days shall be counted by excluding the first and including the last day. Work days shall not include Saturdays, Sundays or holidays (as designated by this Agreement).
- C) Grievances shall be presented on forms provided by the Union. The form shall contain:
 - a. The aggrieved employee's name and signature;
 - b. The aggrieved employee's classification, division and unit assignment;
 - c. The date of event(s) leading to the grievance;
 - d. A description of the incident giving rise to the grievance and the article(s) of the contract alleged to have been violated;
 - e. Date that the grievance was filed at each step; and,
 - f. Desired remedy to resolve the grievance.
- D) Grievances concerning suspension or discharge shall automatically commence at Step 3 of the grievance procedure.

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. Administrator/Designee

If the grievance is not satisfactorily settled at Step 1, it must be received in writing by the Administrator or designee of the appropriate unit 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. Designees of the appropriate administrator shall possess the same authority to handle grievances.

A policy grievance may initially be filed by the Union 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. The Union will caption each policy grievance as "policy grievance" and shall state the specific division(s) of the County where the grievance arose.

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 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. A Union representative may 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.

Step 4. Arbitration

Arbitration. If the grievance is not satisfactorily settled at Step 3, the Union may, within thirty (30) calendar 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 45 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 who are members of the National Academy of Arbitrators. 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 45 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.

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 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, unless otherwise agreed to in writing.

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 the Layoff Article of this Agreement, 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.

ARTICLE 12: PROBATIONARY PERIOD

Section 1. New employees shall be considered to be on probation for a period of 180 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.

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 six (6) months thereafter the County shall provide the Union with a copy of a current seniority list. The Union shall be given an opportunity to meet with the County to review the seniority list if necessary to correct any errors.

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 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.

ARTICLE 14: HOURS OF WORK AND OVERTIME

Section 1. Employees shall be scheduled, as needed, to meet the operational needs of the County. The County reserves the right, as operational needs and conditions require, to establish and change the hours of work, starting and/or ending times of any shift, and/or schedules of hours. In the event it is necessary to reduce the regular work week below forty (40) hours, the County will, before implementing such decision, first meet with the Union to obtain its input.

Section 2. The County shall be the sole judge of the need for overtime work. Bargaining unit employees shall be compensated at time and one-half (1.5) their regular hourly rates for all hours worked in excess of forty (40) in one week. The County, at its discretion, shall have the right to offer compensatory time off in lieu of pay for overtime. Approval of compensatory time off shall be at times that are mutually agreed to by the employee and the employee's supervisor and shall be based on operational needs. To be eligible to use compensatory time, employees must provide at least 72 hours advanced notice in writing of their compensatory time off requests. Compensatory time off must be taken within 180 calendar days of its accrual or it will be converted into cash payment.

Section 3. For purposes of computing overtime pay, holidays, vacation leave and any other time in active pay status, except sick leave, shall be counted as hours and days worked.

Section 4. Employees shall be allowed a one (1) hour paid lunch period, which may be delayed or interrupted based on operational needs. In addition, County employees may receive two paid rest breaks of fifteen (15) minutes in duration. All rest breaks and lunch periods are to be scheduled by the employee's immediate supervisor based on the operational needs of the employee's unit in accordance with the following provisions:

- a) One rest break may be taken in the first half of the work day and one may be taken in the second half of the work day;
- b) Rest breaks shall not abut the end or beginning of the lunch period;
- c) Rest breaks and lunch periods cannot be used to make-up tardiness or quitting early. For example, an employee who is scheduled to end his or her day at 4:30 may not leave for the day at 3:30 p.m. and take his or her lunch from 3:30 to 4:30 p.m.; and,
- d) An employee must return to work after a lunch period for that period to be considered a lunch period. For example, an employee may not take his or her lunch period from 12 p.m. to 1 p.m. and then take sick leave from 1 p.m. until the end of the day. The employee will be required to use his or her own leave time to cover the period from 12 p.m. to 1 p.m. If, however, the employee only used sick leave from 1 p.m. until 2 p.m. and returned to work for the remainder of the day, the 12 p.m. to 1 p.m. period would be considered a proper lunch period.

Section 5. Overtime shall be offered to employees by classification seniority on a rotational basis. Overtime may be offered for a project and/or on an individual workload basis. Overtime offered and refused shall be counted as overtime worked. (Approved absence does not equal refusal.) The Employer shall have the ability to assign mandatory overtime starting with the least senior employee, on a rotational basis. Overtime accepted and not worked will be considered AWOL and subject to discipline pursuant to the County's Attendance Control policy, unless the employee's absence is excused by management. Overtime accepted and not worked may subject an employee to removal from the project unless absence is excused by management.

ARTICLE 15: PART-TIME EMPLOYEES

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

- A. A regular part-time employee is defined as an employee who is regularly scheduled to work less than thirty (30) hours in a defined work week.

- B. Regular 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.

Regular part-time employees are entitled to the following benefits exclusively:

- A. Pro-rated vacation in accordance with Article 26.
- B. Pro-rated sick time accrual in accordance with Articles 27 and 29.
- C. Pro-rated holiday pay in accordance with Article 24, Section 3.

ARTICLE 16: UNEXCUSED ABSENCE NOTIFICATION

Following the submission of a timesheet by an employee, the County shall notify any employee charged with unexcused absence time initiated by a supervisor that the timesheet has been amended. 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). If a supervisor submits a timesheet on the employee's behalf, it is the employee's obligation to review the submission.

ARTICLE 17: 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 unless both parties desire to cancel the meeting. Resource persons and informational presentations shall be mutually agreed upon.

Section 2. Labor-management meetings shall 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 48 hours prior to the meeting. The Union shall also supply 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.

ARTICLE 18: 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 19: 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 20: 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 21: SHIFT PREMIUM

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).

ARTICLE 22: 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 19 (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 who shall be required to remain at work as though no inclement weather day was declared. All employees not designated as "essential staff" who reported for work and are present when the office closing is announced, shall be paid their regular straight time rate for the remainder of their normal work day as though they were at work. Essential staff shall remain at work. However, such employee shall receive "early closing time" leave on an hour for hour basis. The early closing leave time must be exhausted within ninety (90) calendar days from the date of accumulation.

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

ARTICLE 23: 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 workdays before and after the holiday. For the purposes of this paragraph, prior approved vacation, verified funeral leave, verified accident or injury which requires hospitalization as in-patient or out-patient, and any other written prior approved paid leaves of absence will be considered as hours worked.

Section 4. An employee who does not work on a recognized holiday shall receive eight (8) hours straight time pay at his/her regular hourly rate. If an employee's work schedule is other than Monday through Friday, he 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 24: 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. 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 25: SICK LEAVE

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

~~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.~~

If and when accumulated sick leave is used, then the employee will accumulate sick leave at the rate previously specified.

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, children, 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 management representative, no later than one-half (1/2) hour before his/her scheduled starting time except for unusual circumstances beyond his/her control.

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 26: EXTENDED UNPAID SICK/MEDICAL LEAVE

Section 1. An employee shall be granted medical leave of absence without pay for a period of not 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 27: 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 28: 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 29: 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 30: MILITARY LEAVE

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

ARTICLE 31: 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 32: UNION LEAVE

Upon the written request of the Union Business Manager, a leave of absence without pay not to exceed thirty (30) calendar days may be granted to no more than one (1) ~~employee agency wide to perform any function on behalf of the Union provided that~~ seventy-two (72) hours advance notice is received.

ARTICLE 33: EDUCATIONAL LEAVE

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

ARTICLE 34: COURT LEAVE

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

ARTICLE 35: PERSONAL LEAVE

For those employees who have completed their probationary periods, 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 36: APPLICATION FOR LEAVE OF ABSENCE

All leaves of absence without pay, under Articles 32 and 34 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 37: 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 the County.

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 County 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 38: 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. The employee shall not be represented by the Union during the temporary transfer out of the bargaining unit.

ARTICLE 39: 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, if applicable, must have occupied his/her current classification for a minimum of six (6) 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 bargaining unit positions shall be posted. The selection shall be made solely by the County and shall not be subject to the Grievance Procedure. 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 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 180 day probationary period. The first evaluation will occur during the period between the 60th and 90th days of the probationary period. The second evaluation will occur between 160 and 180 days 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 12. 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 11. 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 13. 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 14. All applicants for promotional vacancies shall be notified in writing of the outcome of their applications.

ARTICLE 40: 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 shall have no authority or jurisdiction as it relates to employees in the bargaining unit. Nothing in this Article is intended to limit the County's right to enact or amend reasonable Human Resources policies and procedures applicable to bargaining unit employees that may contain provisions similar to those contained in Chapter 124, as long as they do not conflict with the terms of this Agreement, including, but not limited to, the County's ethics policies limiting partisan political activities that are analogous to R.C. 124.57.

ARTICLE 41: 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, employees shall be laid off based on inverse order of seniority within their job classification(s) provided that there are senior employees who, in the opinion of the County, are qualified to meet operational needs.

Section 2. An employee shall have the right on the basis of bargaining unit seniority to bump another employee within his/her own or lower rated job classification provided that the bumping employee is qualified to meet the operational needs of the County. An employee who bumps into another classification or a position in the same classification but in a different operational unit shall be required to serve a 120 day probationary period. An employee who fails such probationary period shall be laid off and placed on a recall list. Notwithstanding the above, IT personnel and Program Officers shall not have bumping rights between the two groups.

Section 3. Before any bargaining unit employee is notified of his/her layoff, the County shall give the Union a minimum of thirty (30) days written advance notice of the impending layoff and provide it with the opportunity to discuss the matter and provide input.

Section 4. Affected employees shall be given a minimum of 14 calendar days advanced written notice of layoff.

Section 5. In the event an employee is laid off, he/she shall receive payment for earned but unused vacation and for any unpaid compensatory time off no later than 14 calendar days after the effective date of layoff.

Section 6. Recall lists shall be created for each classification for which there is an employee who was laid off. The most senior employee on the list for a given classification will be recalled when a vacancy that the County determines to fill in that classification arises provided that the employee is qualified to perform the work.

Section 7. An employee on layoff will be given 14 calendar days' notice of recall from the date on which the County sends the recall notice to the employee by certified 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 8. If an employee fails to report back to work when recalled within the 14 calendar day period stated above, his/her employment shall be separated, unless satisfactory excuse is shown.

ARTICLE 42: 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 thirty (30) 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 43: 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. Employee may grieve a job audit in accordance with Article 11 and may file directly to Step 3.

ARTICLE 44: ORIENTATION AND TRAINING

Section 1. The County shall provide new hire orientation. The County shall provide the Union with the opportunity to speak to all new bargaining unit employees within ten (10) working days of their starting date of hire. The Union shall contact the Department of Human Resources to coordinate scheduling.

Section 2. The County will provide training when it determines such training is necessary to enhance the ability of bargaining unit employees to perform their jobs. Bargaining unit employees may submit written requests with written supporting documentation, to the Employer for additional training that the employee believes is

necessary to perform their jobs. The County shall not deprive an employee training opportunities for unreasonable, arbitrary or capricious reasons.

ARTICLE 45 EMPLOYEE EVALUATIONS

Section 1. Each employee shall be evaluated by his/her immediate supervisor at least once annually.

Section 2. The employee shall be given an opportunity to examine his/her evaluation and to 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 and does not indicate the employee's concurrence with the information contained therein. In the event an employee refused to sign an evaluation form, it shall be so noted on the form by the supervisor. The employee may submit a written statement containing comments or objections. The employee's statement will be attached to the form and filed in the employee's personnel record. Employees will receive a copy of his/her performance evaluation form and any attached statement.

Section 3. An employee may request a review of their evaluation within 30 calendar days from the date he/she signed the evaluation. The Department head or his/her designee will conduct the review in the presence of the employee. It may result in a higher score, a lower score, or the same score.

ARTICLE 46: 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 47: 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. The County shall ensure that its EEP is appropriate for all employees, including, but not limited to, its disabled employees.

ARTICLE 48: SECURITY

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

ARTICLE 49: AIR CONDITIONING

The County shall attempt to provide air conditioning at all of its locations where bargaining unit employees are stationed 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. If there is equipment failure or malfunction, upon request, the County will make a good faith effort to relocate the affected employees within a reasonable period of time.

ARTICLE 50: 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 51: LOUNGES/LUNCH ROOM

The County agrees to provide an area at each location to which employees are regularly assigned, which is usable as a lunchroom for the employees. The County shall provide employees with one (1) refrigerator in the lunchroom for their use.

ARTICLE 52: AFTER-HOURS CALLS

Whenever an employee is called after hours and is required to perform his/her work for fifteen minutes or more, he/she shall be paid for the time of the call.

ARTICLE 53: 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 54: USE OF NON-BARGAINING UNIT EMPLOYEES

In the interest of efficient and/or effective operations, the County may use supervisors and other non-bargaining employees to perform work that can be or has been performed by bargaining unit employees provided that such assignment does not reduce the working hours or result in a layoff of current employees. The County will not transfer work out of the bargaining unit for arbitrary or capricious reasons, or for the purpose of eroding the bargaining unit.

ARTICLE 55: MILEAGE

Effective upon ratification of the Agreement by both parties, all employees required to use their automobile in the performance of their duties shall be reimbursed such actual mileage at the IRS rate upon submission of a request for reimbursement pursuant to County policies and procedures. If the IRS rate changes, the rate change will be implemented within 30 calendar days from the date that the IRS rate goes into effect and shall be retroactive to the effective date of the change by the IRS.

ARTICLE 56: PARKING

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.

If in any month an employee is required to use his/her personal vehicle in the course and scope of his/her employment on 50% or more of his/her scheduled work days in that month, he/she shall be reimbursed for his/her actual parking expense for that month incurred at the lots provided by DCFS.

ARTICLE 57: 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 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.

ARTICLE 58: 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 59: 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 care benefits for County employees. The Employer shall provide eligible employees the opportunity to enroll in the plan once during each plan year at its annual open enrollment period. The plan year commences on January 1, and ends on December 31 of the calendar year, but is subject to change.

Section 2. Effective the first day of the first month following full execution of this Agreement, bi-weekly employee contributions for medical, prescription drug, and ancillary (dental and vision) benefits shall be determined as follows:

- A) **METROHEALTH PLAN** The County shall offer a plan through the MetroHealth System at no biweekly cost to employees.
- B) **OTHER BENEFIT PLANS** The Employer shall pay 90% of plan costs and the employees shall pay 10% of plan costs.
- C) **DENTAL AND VISION** The Employer shall pay 90% of plan costs and the employees shall pay 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 and/or providers offered. 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 exclusions.

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 60: 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 25 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 61: WAGES

Section 1. Wage Increases

2013: All employees, with the exception of those employees whose current wage rates equal or exceed the maximum wage rates in the pay grades listed in Section 2 below, shall receive a 1% increase to wage rates effective the first date of the first full pay period in April 2013. Employees whose rates equal or exceed the maximum rates in the grades listed in Section 2 below shall receive the greater of a lump sum payment equal

to 1% of their current annual salary or, if eligible, a performance-based lump sum payment based on the criteria used by the County in 2013 for the distribution of performance-based lump sums countywide.

~~2014: All employees with the exception of (1) those employees whose current wage rates equal or exceed the maximum wage rates in the pay grades listed in Section 2 below, and (2) those employees who already received a 1% wage increase in 2014, shall receive a 2% increase to wage rates effective the first date of the first full pay period in April 2014. Employees whose rates equal or exceed the maximum rates in the grades listed in Section 2 shall receive a lump sum payment of 1% of their current annual salary and eligibility for a performance-based lump sum based on the criteria used by the County in 2014 for the distribution of performance-based lump sums countywide. Employees who already received a 1% wage increase in 2014 shall receive an additional 1% increase for a total of a 2% wage increase effective the first date of the first full pay period in April 2014.~~

2015: All employees with the exception of those employees whose wage rates equal or exceed the maximum wage rates in the pay grades as listed in Section 2 below shall receive a 1% increase to wage rates effective the first date of the first full pay period in April 2015 and shall be eligible for a performance based lump sum based on the program to be used by the County in 2015. If a countywide performance-based lump sum program is not implemented in 2015, then bargaining unit employees shall be eligible for a performance-based lump sum based on the criteria used by the County in 2014. The lump sum shall be paid no later than April 30, 2015. Employees whose rates equal or exceed the maximum rates in the grades listed in Section 2 shall receive a lump sum payment equal to 1% of their current annual salary and eligibility for a performance based lump sum based on the criteria used by the County in 2015 for the distribution of performance-based lump sums, or if a countywide performance-based lump sum program is not implemented in 2015, then they shall be eligible for a performance-based lump sum on the criteria used by the County in 2014. The performance based lump sum shall be paid no later than April 30, 2015.

Section 2. Wage Grades:

- a. The following wage grades shall be effective the first day of the final pay period in October, 2014:

Program Officer 2:

20.18	20.58	21.20	21.62	22.05	22.49	22.94	23.41	23.88	24.37
-------	-------	-------	-------	-------	-------	-------	-------	-------	-------

Help Desk Technician/Software Developer:

19.23	19.61	20.01	20.41	20.82	21.23	21.66	22.09		
-------	-------	-------	-------	-------	-------	-------	-------	--	--

Network Administrator:

22.30	22.75	23.20	23.66	24.14	24.62	25.11			
-------	-------	-------	-------	-------	-------	-------	--	--	--

Database Developer:

27.45	28.00	28.56	29.13	29.71	30.31	30.91			
-------	-------	-------	-------	-------	-------	-------	--	--	--

- b. Placement into the pay grades effective the first date of the final pay period in October 2014:

Brandi Boswell	23.88
Renee Crown	23.88
James Fitzmaurice	21.23
Sabrina Green	22.49
Anise Houston	21.23
Sherri Jones	24.37
Susan Kennedy	24.37
Johanna Lance	30.91
Steven Payne	21.23
Jerry Rugley	21.20
Ruth Smith	20.58
Salina Sudbery	21.20
Gayle Vanac	29.71

- c. Beginning on January 1, 2016, employees shall automatically proceed to the next step in the wage grades listed in Section 2 above, effective the first date of the full pay period following their job classification anniversary dates.

ARTICLE 62 AFTER HOURS CALLS

Whenever an employee is called after hours and is required to perform his/her work for fifteen minutes or more, he/she shall be paid for the time of the call.

ARTICLE 63 SAFETY COMMITTEE

The Union may designate one (1) representative to sit on any Safety Committee relevant to bargaining unit employees or their operations within the Agency which is established by the County.

ARTICLE 64: 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 65: MODIFICATION

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

ARTICLE 66: 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 67: 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 68: 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.

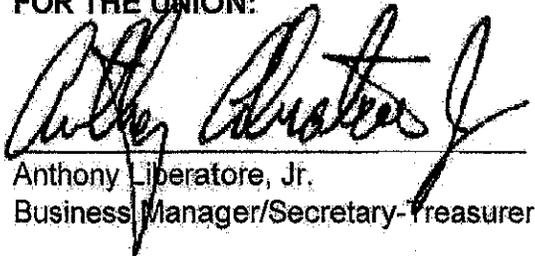
ARTICLE 69: DURATION

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., December 31, 2015 and, thereafter, from year to year unless at least ninety (90) 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.

ARTICLE 70: EXECUTION

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

FOR THE UNION:


Anthony Liberatore, Jr.
Business Manager/Secretary-Treasurer

FOR THE COUNTY:


Edward FitzGerald, County Executive

Date

Date

APPENDIX A

It is understood and agreed that the following positions assigned to the Cuyahoga County Department of Human Services, Division of Children and Family Services, are included in the Bargaining Unit:

- Program Officer 2
- Database Developer
- Help Desk Technician
- Software Developer
- Network Administrator