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COLLECTIVE BARGAINING AGREEMENT

BETWEEN:

**THE COUNTY OF CUYAHOGA
(Department of Public Works, Sewer Section)**

AND

**TEAMSTERS LOCAL 436, AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

January 1, 2013 - December 31, 2015

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ARTICLE 1
PREAMBLE

This Contract is entered into by and between the County of Cuyahoga, (hereinafter referred to as "the County" or "the Employer"), Department of Public Works, Maintenance Division, Sewer Section (hereinafter referred to as "Sewer Section") and the Teamster Local 436 (hereinafter referred to as "the Union") representing the bargaining unit of employees assigned to the operations of the Sewer Section. References to "the Department" throughout this Agreement refer to the Cuyahoga County Department of Public Works. The parties have as their purpose the following:

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

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

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

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

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

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

ARTICLE 2
UNION RECOGNITION

SECTION 1 The Union is hereby recognized as the sole and exclusive representative for the purpose of establishing wages, hours of work and other conditions of employment, for the employees assigned to the Sewer Section who are included in the bargaining unit as set forth below. Wherever used in the agreement, the term bargaining unit shall be deemed to include only those individuals employed full-time in and holding one of those job titles listed below:

Leadman, Jet Vac Operator, Construction Crew Sewer Maintenance Worker, Sewer Maintenance Worker, Construction Crew Equipment Operator, Equipment Operator, Maintenance Mechanic, Assistant Mechanic.

SECTION 2 Notwithstanding the provisions of this Article, management, confidential, professional, supervisory, part-time, temporary, seasonal, and employees in the unclassified service shall not be included in the bargaining unit.

SECTION 3 All positions and job titles not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

ARTICLE 3 **MANAGEMENT RIGHTS**

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

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, demote, layoff, recall, reprimand, suspend, discharge, or discipline, for just cause, and to maintain discipline among employee;
- B. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;
- C. To determine goals, objectives, programs and services of the Sewer Section, and to utilize personnel in a manner designed to effectively and efficiently meet these purposes to include the right to assign bargaining members to work at the Road and Bridge Section and/or on Road and Bridge projects; as well as the right to assign Road and Bridge employees to work in those areas and in those classifications falling within the jurisdiction of this Collective Bargaining Agreement on a temporary, as needed basis, not to exceed 120 calendar days unless the Union agrees to an extension and the use of such employees does not result in reduction of regular work hours, overtime hours, furloughs or layoff of bargaining unit employees;
- D. To determine the size and composition of the work force, including the right to lay off employees from duty when management determines that layoffs are in the best interest of the County due to lack of work, lack of funds, or for the efficient operation of the Employer;
- E. To determine the hours of work, work schedules and to establish reasonable work rules for all employees to include requiring wearing of uniforms;

- F. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- G. To determine the necessity to schedule overtime and the amount required thereof;
- H. To determine the budget and uses therefore;
- I. To maintain the security of records and other pertinent information; and
- J. To determine and implement actions in emergency situations.

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

ARTICLE 4 **UNION SECURITY AND CHECKOFF**

SECTION 1 The Employer and the Union agree that membership in the Union is available to all employees occupying classifications as has been determined by this Agreement to be appropriately within the bargaining unit.

SECTION 2 The Employer agrees to deduct periodic Union dues, initiation fees, re-initiation fees, and assessments once each month from the pay of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee and/or Local Union Office. Payroll deduction authorization shall be on a form provided by the Union and approved by the Employer.

SECTION 3 All new employees who do not become members within sixty (60) days following the beginning of employment shall be required to pay a Fair Share Fee as a condition of continued employment. The Fair Share Fee shall be established to cover the employee's pro-rata share of: (1) the direct costs incurred by the Union in negotiating and administering this Agreement and of settling grievances and disputes arising under this Agreement; and (2) the Union's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees in the bargaining unit covered by this Agreement. Fair Share Fees shall be deducted and remitted during the same period as dues; provided the employee has received sufficient wages during the applicable pay period to equal the deduction. The deduction of Fair Share Fee is automatic and does not require authorization by the employee, as outlined in Chapter 4117 of the Revised Code. All current employees, who are members of the Union on the date of execution of

this Agreement, who thereafter withdraw from membership, shall be subject to the Fair Share Fee provision as provided for in this Article. Employees wishing to withdraw from membership may do so during the thirty (30) day period beginning one hundred twenty (120) days prior to the expiration of this agreement and ending ninety (90) days prior to the expiration of this agreement.

SECTION 5 In the event that any employee who is required to pay a Fair Share Fee to the Union objects to the propriety of the Union's use of such fee, the entire amount of the objecting employee's fee shall be placed by the Employer in an interest-bearing escrow account, pending the exhaustion of the Union's internal rebate procedure and any determination by the State Employment Relations Board, pursuant to the provisions of O.R.C. 4117.09(c).

SECTION 6 It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

SECTION 7 The Employer shall be relieved from making such individual check-off deductions upon (a) termination of employment, or (b) transfer or promotion to a job other than one covered by the bargaining unit, (c) layoff from work, (d) an agreed leave of absence or (e) termination or expiration of this Agreement.

SECTION 8 The Employer shall not be obligated to make dues deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

SECTION 9 It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions unless a claim or error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction will normally be made by deducting the proper amount.

SECTION 10 The names of employees and the rate at which Union dues are to be deducted shall be certified to the Department of Human Resources by the Union monthly. One (1) month advance notice must be given the Department of Human Resources prior to making any changes in the rate of dues deduction and in the amount of an individual's dues deduction. The Employer agrees to furnish the Union a warrant in the aggregate amount of the deduction.

SECTION 11 Deductions provided for in this Article are subject to the approval of the County Auditor and shall be made during one (1) pay period each month. In the event a deduction is not made for any Union member during any particular month, the Employer upon written verification of the Union will make the appropriate deduction from the following pay period if the deduction does not exceed the total of two (2) months regular dues from the pay of any Union member. The Employer will not deduct more than one (1) month's regular dues for more than one (1) consecutive month.

SECTION 12 Each eligible employee's written authorization for dues deduction shall be honored by the Engineer for the duration of this Agreement.

ARTICLE 5 **NO STRIKE/NO LOCKOUT**

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

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

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

SECTION 4 The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union, unless those members shall have violated Section 1 of this Article. The Employer further agrees to comply with all R.C. 4117 statutory requirements.

ARTICLE 6 **PLEDGE AGAINST DISCRIMINATION AND COERCION**

SECTION 1 The provisions of this Agreement shall be applied equally to all employees in the bargaining units without discrimination as to race, color, religion, sex, national origin, sexual orientation, disability, age, ancestry, marital status or political opinions or affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

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

SECTION 3 The Employer agrees not to interfere with the rights of eligible employees to become members of the Union, and there shall be no interference, restraint, or coercion by the Employer or his/her representatives against any legal employee activity or employees acting legally in an official capacity on behalf of the Union.

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

ARTICLE 7 **UNION VISITATION & BULLETIN BOARD**

SECTION 1 Non-employee representatives of the Union may enter the premises during working hours, upon request to the Maintenance Superintendent or his designee, for the purposes only of ascertaining whether or not this Labor Contract is being observed and of attending meetings at Step Three (3) of the Grievance Procedure. Such visits shall be made by appointment with the Maintenance Superintendent or his/her designee and shall not interfere with the work of any employee or the operations of the County. If a need to enter the premises occurs between the hours of five-o-clock (5:00) p.m. and eight-thirty (8:30) a.m., Monday through Friday or on Saturday or Sunday, said representative of the Union shall contact the Maintenance Superintendent or his/her designee for permission to enter the premises of the County.

SECTION 2 The Employer shall make space within a locked enclosure available in a common area that is in proximity to a time-clock for the posting or official union business of a non-political and non-controversial nature. The keys shall only being available to the Union Executive Board and the Employer.

ARTICLE 8 **DISCIPLINE**

SECTION 1 Employees covered by this agreement shall be disciplined, demoted suspended or discharged only for just cause.

SECTION 2 The purpose of discipline is to improve the affected employee's work performance and conduct. Progressive discipline shall be utilized whenever possible. Progressive discipline shall include resort to verbal warnings, written reprimands and suspensions in a progressive manner prior to imposition of

termination from employment. In determining the level of discipline to be imposed, the Employer shall consider the employee's total record of service and may impose a more serious discipline if warranted by the employee's disciplinary history or the nature of the offense.

SECTION 3: No verbal reprimand, written reprimand, or suspension in an employee's personnel file will be considered, for purposes of determining the severity of subsequent discipline, 24 months after the date that discipline is administered as long as the employee does not commit a like or related offense during the 24 month period. If a like or related offense is committed, the new 24 month period shall commence on the date that the subsequent disciplinary action is administered.

SECTION 4: The Employer shall provide the Union representative a copy of all written reprimands, suspensions, or removal/termination orders. Conferences for disciplinary purposes shall be in private. Consistent with the Weingarten standard, an employee shall have the right to have a Union official present if the employee reasonably believes that s/he may be discipline as a result of the matter being investigated. A reasonable amount of time shall be provided for the union to arrive prior to the start of an investigatory meeting.

SECTION 5 The Employer shall hold a pre-disciplinary conference with an employee in the event it considers imposition of a suspension or termination. Employees shall receive three (3) working days advance notice of pre-disciplinary conference. At the pre-disciplinary conference, the employee and the Union shall be entitled to a copy of all evidence that gave rise to the allegations.

SECTION 6 Any Employer representative presiding over a pre-disciplinary conference regarding imposition of discipline shall not serve as the presiding Employer representative at Step One or Two under Article 9 titled Grievance Procedure.

ARTICLE 9 **GRIEVANCE PROCEDURE**

SECTION 1 Both the Employer and the Union recognize the value of an effective, smoothly operating grievance procedure and to that end the Employer pledges that it will expeditiously settle meritorious grievances and the Union makes a corresponding pledge to keep the system free of unmeritorious grievances. The parties shall endeavor to secure, at the lowest possible level, proper solutions for grievances.

SECTION 2 The term grievance shall be defined as any dispute regarding the meaning, interpretation or application of this Agreement. This grievance procedure shall not be used to effectuate changes in the provisions of this Agreement and shall not be constructed to govern matters not covered in this Agreement.

SECTION 3 A grievance which affects a group of employees arising from the same event and/or set of facts shall be known as a Policy Grievance. A policy grievance may be filed at Step 2 of the grievance procedure.

SECTION 4 A grievance relating to a discharge may be filed at Step 3 of the grievance procedure. A grievance relating to suspension, layoff, recall, bumping rights, or job bidding, may be filed at Step 2 of the grievance procedure.

SECTION 5 A grievance under this procedure may be brought by any employee who is in the bargaining unit, and/or the Union.

SECTION 6 An employee or the Union may withdraw a grievance at any point by submitting in writing a statement to that effect.

SECTION 7 The time limitations provide for in this Article may be extended by mutual agreement between the Employer and Union. Workdays, as used in this Article, shall not include Saturdays, Sundays, or holidays.

SECTION 8 It is hereby agreed, except in the case of suspension or removal or as otherwise provided herein, that a grievance shall be filed only after the employee has attempted to resolve the issue with his immediate supervisor.

SECTION 9 Any grievance not answered by management within the stipulated time limits shall be considered to have been denied and may be appealed to the next step of the grievance procedure. Any grievance which is not processed to the next Step (by the employee and/or the Union) within the time limits provided herein shall be considered resolved based upon the Employer's last answer.

SECTION 10 An employee or the Union when wishing to submit a formal grievance shall reduce the grievance to writing. All grievances must contain the following information and must be filed on a grievance form provided by the union:

1. Aggrieved employee(s) name(s) and signature(s).
2. Aggrieved employee(s) address and phone number.
3. Date of the event leading to the grievance.
4. A description of the incident giving rise to the grievance.
5. Date the grievance was first discussed and the name of the supervisor with whom it was discussed.
6. Date grievance was filed in writing.
7. Specific Articles of the Contract or specific work rule or policy violated.
8. Desired remedy to resolve the grievance.

SECTION 11 A grievance, as defined by this Agreement shall be processed in the following manner:

STEP 1 IMMEDIATE SUPERVISOR The aggrieved employee, with a Union Steward present, shall discuss the grievance verbally with the employee's Immediate Supervisor within five (5) work days of the occurrence which gave rise to the grievance or within five (5) work days after she/he is aware of the problem. The Immediate Supervisor shall respond verbally to the grievance within five (5) work days following the date the grievance was presented.

STEP 2 MAINTENANCE SUPERINTENDENT If the grievance is not resolved in Step 1, the employee, with the Union Steward present, shall refer the grievance to the Maintenance Superintendent or his/her designee in writing within five (5) work days of the Step One response to the grievance. The Maintenance Superintendent or his/her designee shall respond in writing to the grievance within five (5) workdays following the date the Step Two grievance was presented.

STEP 3 DEPARTMENT OF HUMAN RESOURCES EMPLOYEE/LABOR RELATIONS If the grievance is not thereby resolved, a written copy shall be submitted to the Designee of the Department of Human Resources within five (5) working days after the Union receives the answer under Step 2. A meeting shall be held between the Employee Relations Specialist, the Union representative, and the grievant. Within 15 working days from the date of the meeting, a written response to the grievance shall be sent to the Union. A copy shall be sent to the presiding steward and grievant.

ARTICLE 9A ARBITRATION

SECTION 1

If the grievance is not settled at Step 3, the matter will then be submitted to the Union at its next regular meeting following receipt of the Step 3 answer, and, if it is the decision of the Union to submit the matter to binding arbitration, such matter must be submitted within the time period specified below.

The Union, upon due consideration, may deny approval for the submission of any matter to arbitration. Further, the Union may approve the submission of any matter to arbitration of its own motion without consent of the employee or employees involved.

The Union must make written application to the County Law Director for arbitration within thirty (30) working days of the written answer at Step 3. Any grievance not submitted within such time period shall be deemed settled on the basis of the last answer given by Management.

SECTION 2 Arbitration Procedure.

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

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

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

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

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

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

SECTION 5 The arbitrator shall not recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement, grievance or practices. In cases of discharge or of suspension the arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

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

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

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

SECTION 9 All costs directly related to the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, and the rent, if any, for the hearing rooms, shall be paid by the losing party.

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

ARTICLE 10 **PROBATIONARY PERIOD**

SECTION 1 Every newly hired full-time employee will be required to successfully complete a probationary period. The New Hire Probationary Period shall begin on the first day for which the employee received compensation from the Employer and shall continue for a period of one hundred eighty (180) calendar days. Employees may be terminated during their New Hire Probationary Period without appeal. Newly promoted full-time employees will be required to successfully complete a probationary period of ninety (90) days.

SECTION 2: Probationary employees shall be included in the bargaining unit. However, the Employer shall be free to terminate a newly-hired employee during the probationary period at its sole discretion without recourse by the Union or the probationary employee to the grievance and arbitration procedure of the contract or to any form of concerted action.

SECTION 3 Probationary performance evaluations of the newly hired employees shall be conducted in accordance with personnel policies and procedures of the Employer.

SECTION 4 Should an employee fail to qualify during his probationary period for a position acquired through posting, he/she shall be returned to his/her former classification and to his/her former position. The employee's supervisor will have

a conference and discuss the employee's evaluation if the employee fails the probationary period.

SECTION 5 In the event a probationary employee is absent five (5) or more consecutive work days, the probationary employee's probationary period shall be automatically extended by the number of consecutive work days the employee was absent. Workdays shall not include Saturdays, Sundays or holidays.

ARTICLE 11 **SENIORITY**

SECTION 1 Seniority shall be an employee's uninterrupted length of continuous service in the Sewer Section bargaining unit. An employee shall have no seniority for the probationary period provided in Article 9, but upon completion of the probationary period seniority shall be retroactive to the date of hire.

SECTION 2 The County shall provide the Union with a copy of the seniority lists and these lists shall be updated quarterly. The Union shall meet with the County to review the seniority lists whenever necessary to correct any errors. The seniority lists shall include classification and shall contain, in order of seniority, the name, the division, group (e.g., lateral services, televising construction, and jetting) and date of hire for each employee.

SECTION 3 Seniority shall be broken when an employee:

- A. Quits, resigns, or retires
- B. Is discharged for just and proper cause.
- C. Is laid off for a period of more than twelve (12) consecutive months.
- D. Is absent without leave for three (3) consecutive or more workdays unless proper excuse for the absence is shown or if no notice was given, a satisfactory excuse for the failure to give notice.
- E. Fails to report for work when recalled from layoff within fourteen (14) calendar days from the date on which the County sends the employee notice by registered mail (to the employees last known address as shown on the County's records) unless satisfactory excuse is shown.
- F. The employee fails to make application to the Department of Human Resources for immediate reinstatement within 30 calendar days following the cessation of OPERS disability retirement benefits.

SECTION 4 An employee who is reinstated to a position within the bargaining unit covered by this Agreement within ninety (90) days of a break in employment shall be credited with his accumulated bargaining unit seniority.

SECTION 5 The County shall furnish the Union with a list (showing name, job classification, group, indicating the date of action taken) of bargaining unit employees who are hired, promoted, permanently or temporarily transferred, suspended, terminated, resigned, left on or returned from leave of absence, etc. at the time the action is taken.

SECTION 6 Any employee promoted or transferred out of the bargaining unit into a management level position within the Sewer Section who fails his/her probationary period due to performance shall be returned to the bargaining unit. Any employee promoted or transferred out of the bargaining unit into a management position within the Sewer Section shall have his seniority frozen as of the date of the promotion or transfer for a period of one hundred eighty (180) days unless extended by mutual agreement.

ARTICLE 12 **CALL-IN-PAY**

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

ARTICLE 13 **HOURS OF WORK AND OVERTIME**

SECTION 1 This article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week. Nothing contained herein shall be construed as preventing the Employer from restructuring the 'standard' work day or work week for the purpose of promoting efficiency or improving services; from establishing the work schedules of employees; or establishing part-time positions. Notwithstanding the foregoing, it is understood and agreed by the parties that the Employer shall not establish normal work days or weeks which include Sundays without the expressed, written consent of the Union. The standard workweek for all employees covered by this Agreement shall be forty (40) hours, exclusive of a 30 minute unpaid lunch period each day. The normal work week shall be 12:01 a.m. Sunday through 12:00 midnight on Saturday. Employees shall be scheduled to meet the operational needs of a seven (7) day, twenty-four (24) hour operation. The normal start time for employees on day shift shall be 7:30 a.m. but may be changed with 30 calendar days advanced notice to the affected employees and to the Union. However, in no event will the regular schedule of employees start before 7:00 a.m. or after 8:00 a.m. unless agreed to by the Union. Changes shall not be for arbitrary or capricious reasons.

SECTION 2

- A) Normal work schedules that include Saturdays or that are on second shift will consist of five (5) consecutive eight (8) hour work days with two days off. The Employer shall establish a start time between 2:00 p.m. and 4:00 p.m. upon implementation of a second shift. Following implementation, the Employer may change the start time, within the hours stated above, for second shift employees with 30 calendar days advanced notice to second shift employees and the Union prior to implementation of the change. Changes shall not be for arbitrary or capricious reasons. Prior to establishing regular work schedules that include Saturdays or that are on second shift, the County shall first seek volunteers within the affected job classification and, if an insufficient number of employees volunteer, the County shall select employees within the affected job classification(s) in inverse order of seniority from among those employees with ten or fewer years of bargaining unit seniority on the date that this Agreement is ratified by both parties.
- B) Pilot Canvass to Bid on Second Shift and Saturday Schedule: If the County implements a second shift and/or regular work schedules that include Saturdays, there shall be a pilot canvass to allow employees covered by this Agreement to bid on whether they would prefer to work second shift and whether employees would prefer a regular work schedule that includes Saturdays. Selection will be based on seniority provided that employees are qualified to perform the work. The parties shall discuss continuation or discontinuation of this canvass in the next contract negotiations. If negotiations have not concluded, another canvass shall be held in January of the respective year.

SECTION 3 Employees who are regularly assigned to the second shift shall be paid a shift premium of seventy-five cents per hour for all hours worked on second shift. Employees who are assigned a regular work schedule that includes Saturdays shall receive time and one-half for all hours worked on Saturdays.

SECTION 4 When an employee is required by the Employer to work more than forty (40) hours in his scheduled work week, she/he shall be compensated for such time over forty (40) hours at one and one-half (1 ½) times his regular rate of pay.

SECTION 5 Employees shall be scheduled as needed to meet the operational needs of the Employer.

SECTION 6 The Employer shall have the option to offer compensatory time off in lieu of cash for approved overtime hours worked. Compensatory time shall be at time and one-half (1 ½) and will be taken at a time mutually agreeable to the Employer. An employee desiring to use compensatory time shall be issued it in accordance with Federal Law. Newly hired employees shall have the option to earn up to 20 hours of compensatory time in lieu of cash. This option shall expire on the employee's first anniversary date of hire.

SECTION 7 For the purpose of computing overtime pay, holidays and vacation shall be counted as hours worked. However, sick leave hours shall not count as hours worked.

SECTION 8 If a foreman is unable to work overtime when overtime is required within a crew, the Employer shall endeavor to replace the foreman.

SECTION 9 The Employer shall recognize sick time as hours worked for the purpose of computing overtime, provided an employee maintains a sick leave balance of at least 100 hours.

SECTION 10 An Employee who is scheduled to work overtime who fails to report to perform the overtime assignment without following proper call-off procedures or without an excuse that is acceptable to the Employer, may receive AWOL hours and be subject to disciplinary action.

ARTICLE 14 **TARDINESS**

SECTION 1 An employee is expected to report to work prior to the scheduled start of the shift.

SECTION 2 An employee who is tardy up to thirty (30) minutes on three or more occasions within a six month period will be charged AWOL and will be subject to the corrective action listed below beginning with Subsection A.

SECTION 3 An employee who reports for work or calls in his/her intended absence 30 minutes after his/her scheduled start time, or fails to report to work or fails to call in his/her intended absence within 30 minutes of his/her scheduled start time will be subjected to the following corrective action beginning at subsection B, in addition to the accrual of AWOL::

- A. First offense – Verbal Warning
- B. Second offense – Written Warning
- C. Third offense – One Day Suspension
- D. Fourth offense – Three Day Suspension
- E. Fifth offense - Removal

SECTION 4 Corrective action issued to a tardy employee i.e., A, B, C, D, shall remain in effect for one year from the date the last corrective action was issued, unless another offense occurs within the one year period, in which case a new one year period begins starting with the date that the subsequent corrective action was administered.

SECTION 5 It is understood that only employees who arrive after 8:00 will be made subject to the above, and no employee shall be sent home and charged eight hours of AWOL, solely for reporting to work tardy.

SECTION 6 The above plan shall in no way affect or eliminate the accrual of AWOL in accordance with the County's Attendance Control Plan.

SECTION 7 The County agrees to meet and confer with the Union prior to changing an employee's work hours.

ARTICLE 15

ASSIGNMENT AND DISTRIBUTION OF OVERTIME

SECTION 1 The Employer shall be the sole judge of the necessity of overtime and the staff needed to perform the overtime work. The Employer will endeavor to offer voluntary overtime to employees within the classification, within the group, within the same shift involved by seniority. Each morning all employees on duty shall be given the opportunity to volunteer for overtime. Qualified volunteers who are assigned to a group on a date that overtime is offered will be assigned the overtime first by seniority. Next, qualified employees on the list who are not assigned to the group that day will be assigned the overtime by seniority.

SECTION 2 If sufficient employees do not voluntarily accept overtime, the Employer shall have the right to mandate overtime, starting with the least senior qualified employee on duty. If there are insufficient employees, qualified employees will be mandated in inverse order of seniority by classification.

SECTION 3 The County may require that employees be called back to work based on operational needs. Every fourteen days, employees will be given the opportunity to volunteer for call-back opportunities. Employees who sign the call-back list for the week in question must be available to work when called. Qualified employees will be called back first based on seniority. If there are still insufficient qualified employees after exhausting the volunteer call-back list, employees will be mandated by inverse order of seniority by classification.

If an employee who signs up for overtime fails to answer their phone, or fails to return a phone call to the Supervisor on duty within 10 minutes of the missed call, the employee could be subject to discipline. First offense, verbal warning. Second offense, written warning. Third offense, suspension. Fourth offense, removal. Calling the supervisor back within the 10 minute time-frame does not guarantee overtime.

SECTION 4 An employee may not claim overtime pay with another form of premium pay for the same hours work. (Pyramiding)

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

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

SECTION 7 Notwithstanding the above, when the County determines it necessary for there to be a continuous extension of the regular workday for up to one hour, the employees at the worksite may be required to complete the work without regard to the provisions of this Article.

ARTICLE 16 **JOB CLASSIFICATIONS**

In the event the Employer, during the life of this Labor Contract, decides to institute any significant changes in the duties of a job classification or to introduce any new equipment that requires significant training and that substantially changes the duties of the classification, the following procedures will apply:

1. The Employer will notify the Union of its intent to modify the classification or to introduce the equipment.
2. Upon request of the Union, the Employer will meet with the Union for the purpose of negotiating a new wage rate for any new bargaining unit classification or for any job classification that is substantially changed through the modification of job duties or through the introduction of new equipment.

ARTICLE 17 **HOLIDAYS**

SECTION 1: All full-time bargaining unit employees shall be entitled to the same holidays as established for non-bargaining employees of the Department of Public Works.

SECTION 2 To be entitled to holiday pay, an employee must work his scheduled days before and after the holiday; unless the employee provides satisfactory documentation that he/she required medical attention as a result of an accident or a verifiable illness. For the purpose of this Section, an employee shall be permitted a thirty (30) minute grace period in accordance with Article 14, Section 2.

SECTION 3 All employees who work on a recognized holiday shall receive compensation for his regularly scheduled hours in addition to time and one-half (1 ½) the rate of pay for all hours worked on the holiday. The County may elect to keep employees on a four ten-hour schedule during a holiday week, and if so, the employees on a four day ten-hour schedule shall be eligible to receive ten hours of holiday pay.

ARTICLE 18 **VACATIONS**

SECTION 1 Each pay period, all regular full-time employees bargaining unit employees shall earn pro-rated vacation leave with full pay based on length of County service as follows:

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

SECTION 2 An employee becomes eligible for vacation leave on his employment anniversary date. Forty (40) hours of earned vacation leave will be added to the vacation accrual record of the employee upon completion of five (5), fifteen (15) and twenty-five (25) full years of employment. 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 hours
5 years but less than 15 years.....	360 hours
15 years but less than 25 years.....	480 hours
25 or more years.....	600 hours

Once an employee surpasses the maximum allowable vacation amount for their particular accrual rate, the employee shall 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.

SECTION 3 If any employee is removed (voluntarily or involuntarily) prior to taking his vacation, he shall receive the prorated portion of any full earned but unused vacation leave.

SECTION 4 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 5 An employee may request to cancel a scheduled vacation, except during a holiday week. For holidays, the employee must request to cancel a scheduled vacation day at least one (1) work day in advance.

SECTION 6: Vacation leave may only be taken with prior approval of management consistent with operational needs. By the end of the first quarter of each calendar year, employees shall submit their vacation requests. Management shall develop a schedule in which seniority shall prevail in the event that operational needs preclude approval of all vacation requests for the same days. After the first quarter, approval of vacation requests shall be on a first come first serve basis. If multiple requests are received on the same day, seniority shall prevail.

ARTICLE 19
LEAVES OF ABSENCE-IMMEDIATE FAMILY - DEFINITION

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

SECTION 2 For all other purposes of this agreement, an employee's immediate family shall include his spouse, mother, father, child, brother and sister.

SECTION 3 An employee shall be granted a five (5) day leave of absence with pay to be charged against his accumulated paid sick leave and/or vacation time in the event of the death of a member of his immediate family. In the event an

employee must attend a funeral which requires more than five (5) days off, the employee shall be eligible for an additional ten (10) days leave which shall be without pay.

ARTICLE 20 **SICK LEAVE**

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

- A. Paid sick leave will be earned and accumulated at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including paid holidays, vacations, overtime and sick leave.
- B. If and when any accumulated sick leave is used, then the employee will accumulate sick leave at the rate previously specified.
- C. Pay for sick leave shall be at the employees 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 sick paid sick leave he/she possessed on the date of his/her termination. An employee's unused sick leave accumulated while he/she was employed by any governmental subdivision 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 presentation of acceptable documentation from the other public employer.

SECTION 3 When an employee is ill, he will report his illness to the supervisor or designee at least one-half (1/2) hour prior to his scheduled starting time except for unusual circumstances. The actual approval for sick leave shall be made by the Maintenance Superintendent and shall not be unreasonably denied.

SECTION 4 An employee who is absent on paid sick leave shall sign a statement on a form provided by the County to justify the use of sick leave. If medical attention is required a certificate from the employees licensed physician as to his fitness to perform his required duties shall be prerequisite to his return to work. Also, this certificate shall indicate that the employee was under the physicians care and was advised by the physician to remain home from work.

SECTION 5 The Employer expressly reserves the right to require an employee to submit to a medical examination (at Employers expense), to determine an employee's fitness and ability to perform the duties of a specific job. The Employer shall have the right to deny the payment of sick leave when a request for leave is not satisfactory or timely submitted.

SECTION 6 Disability benefits available to non-bargaining employees of the County as included in the policy and procedures manual on the date of ratification of this agreement shall be applicable to bargaining unit employees.

ARTICLE 20A
FMLA LEAVE

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 21
MILITARY LEAVE

An employee shall be granted a Military Leave of Absence upon request in accordance with applicable State and Federal Law.

ARTICLE 22
TEMPORARY TRANSFERS

SECTION 1 The Employer may temporarily transfer bargaining unit employees from one job classification to another job classification. A temporary transfer shall not exceed sixty (60) 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 a permanent filling of such opening, in which case, the temporary transfer shall not exceed ninety (90) calendar days.

SECTION 2 When an employee is temporarily transferred to another job classification:

- A. If the rate of pay for such other classification is lower than his regular rate, he shall receive his regular rate.
- B. If the rate of pay for such other classification is higher than his regular rate, he shall receive the higher rate.

SECTION 3 In the event it becomes necessary to extend the sixty (60) or ninety (90) calendar day limitations on temporary transfers, the County shall notify the Union and the County and the Union shall meet to discuss the matter, if the Union responds that it desires to meet.

ARTICLE 23
LAY-OFFS/RECALL

SECTION 1 Whenever it is necessary because of lack of work or funds, or whenever it is advisable in the interest of economy or efficiency to reduce the working force of the Employer, the Employer shall lay off employees.

SECTION 2 On the basis of bargaining unit seniority with the Division of Sanitary Engineers, when the seniority of two (2) or more employees are equal, the employees shall be laid off alphabetically, A to Z. In the event an employee cannot hold in his present classification, he shall have the right to displace an employee with lesser seniority in a lower pay classification provided he has the ability and qualifications to perform his job.

SECTION 3 An employee subject to layoff shall be given a minimum of fourteen (14) calendar days advance written notice of layoff indicating the circumstances which make the layoff necessary.

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

SECTION 5 Employees in order of seniority shall be recalled to positions as they become available and shall, in order of seniority, be returned to their former position as it becomes available.

EXAMPLE:

Employee A is a 3 with 5 years,
Employee B is a 2 with 3 years,
Employee A is laid off and does not elect to bump,
Employee B is laid off.

A position opens for a 2. Employee A will be first to be offered the position and may elect to take the position. If a later a position for a 3 opens, employee A will be placed in that position.

SECTION 5 An Employee on lay-off will be given fourteen (14) calendar days' notice of a recall from the date on which the County sends the recall notice to the employee by registered mail to the last known address as shown on the County's records. An employee who refuses recall or fails to respond within the time stated herein shall lose seniority and employment rights in accordance with Article 10, Seniority.

SECTION 6 Bargaining unit employees shall be recalled in the inverse order of layoff from their classification. An employee on layoff shall be given fourteen (14) calendar days' notice of recall from the date on which the employer sends the recall notice of the employee by registered mail to his last known address as

shown on the Employers records. In the event an employee does not respond during the fourteen (14) day period, he will forfeit his recall rights.

ARTICLE 24 **INSURANCE**

SECTION 1. An eligible employee is defined as a full time employee covered by this Agreement. The Flex Count Plan (the plan) is defined as the section 125 or cafeteria plan, which is provided by the Employer for health insurance, benefits for County employees. The Employer shall provide eligible employees the opportunity to enroll in the plan once during each plan year during 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 as determined by the County.

SECTION 2. 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 bi-weekly 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/providers offered and/or employees may be offered additional plans with reduced or increased benefit levels.

SECTION 4. The Employer shall be entitled to increase the cost containment features of the Flex Count plans which may include, but are not limited to deductibles, co-insurance, and spousal exclusions. Deductibles and co-insurance provisions shall be effective following an additional open enrollment period in 2014 that shall be conducted as soon as possible following ratification of this Agreement by both parties.

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.

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. If the County implements a waiting period, 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 25 **SICK LEAVE CONVERSION**

SECTION 1 An employee who at the time of formal retirement who has fifteen (15) or more active years with the County may elect to convert his accumulated sick leave to compensation. An eligible employee may be paid in cash for fifty percent (50%) of his total accumulated sick leave, providing that during his tenure with the County, his use of sick leave has not exceeded thirty percent (30%) upon retirement or death. An employee hired on or after the effective date of this agreement shall, upon retirement, receive a lump sum in an amount equal to 25% of the employee's accumulated sick leave up to a maximum payment equal to 30 days.

SECTION 2 Such payment shall be based on the employee's rate of pay at the time of retirement or death. Payment for sick leave conversion pursuant to this Article shall be considered to eliminate all sick leave credit accrued by the employee. Such payment shall be made only to an employee or, in case of death, to his/her beneficiary.

ARTICLE 26 **PROMOTIONS AND JOB VACANCIES WITHIN THE BARGAINING UNIT**

SECTION 1 Whenever the Employer determines that a permanent vacancy exists within the bargaining unit, and such position is not filled through recall from the layoff list, a notice of such vacancy shall be posted on the Employer's bulletin boards where bargaining unit employees are stationed for a period of seven (7) consecutive calendar days.

During the posting period, anyone wishing to apply for the vacant position(s) shall do so by submitting a written application to the Employer on forms supplied by the Employer. The Employer shall not be obligated to consider applications

submitted after the seven (7) day period has expired, or who do not meet the minimum qualifications for the job.

Posting shall contain the classification, title, rate of pay, shift, minimum educational and experience qualifications, and a brief summary of job duties.

SECTION 2 The Employer shall take into account the following when considering qualified applicants:

- a. seniority
- b. training
- c. education
- d. job performance (e.g., disciplinary action, absenteeism)
- e. experience.

SECTION 3 If the Employer determines that two employees are equally qualified for the position, the employee with the most bargaining unit seniority shall receive preference for the position.

SECTION 4 Should the Employer decide to fill the vacancy, said vacancy will be filled as soon as practical.

SECTION 5 The Employer may laterally transfer an employee from one group to another to meet the operational needs of the Sewer Section. All lateral transfers shall be within the same classifications and be awarded based on seniority to the most senior qualified applicant. An employee shall be awarded only one (1) lateral transfer in any six (6) month period.

SECTION 6 In the event no applications are received, or if none of the applicants are deemed qualified, the Employer may elect to terminate the posting, re-post the position, or transfer an existing employee in accordance with the terms of this Agreement.

SECTION 7 The selected applicant shall be notified in writing by the Employer of the effective day of the promotion as well as the location of the new assignment.

SECTION 8 An employee's decision to formally accept a promotion posted shall be binding.

SECTION 9 Employees who are promoted to a higher position within the bargaining unit shall be placed at the rate in the appropriate pay range, which provides an increase of at least 5%. Employees who are voluntarily or involuntarily demoted, shall be placed in that rate in the appropriate pay range which is closest to, but less than, their current rate and that results in a decrease of at least 5%.

SECTION 10 Should an employee fail to qualify during his probationary period for a position acquired through job postings or voluntary requests, he shall be returned to his former classification and to his former position, if such position is vacant, or a similar position within the same classification.

SECTION 11 An Employee shall not be eligible for promotion or transfer under these provisions who has not satisfactorily completed the required probationary period.

SECTION 12 This Article does not govern the hiring of individuals to fill job vacancies or openings for entry level positions.

ARTICLE 27

DRIVERS'/COMMERCIAL LICENSE

SECTION 1 All Employees shall be required to maintain a valid Class B Commercial Drivers' License, ("CDL"), together with appropriate endorsements and medical certification. As a condition of employment, bargaining unit employees shall:

1. Provide proof of a valid drivers' license or CDL upon the written request of the Employer.
2. Notify his/her supervisor prior to the start of his/her next regular work day of any suspension, revocation or expiration of his/her drivers' license and/or CDL.
3. The Employer agrees to reimburse an employee for the cost of his/her CDL that exceeds the cost of his/her drivers' license.

SECTION 2 An employee whose license becomes invalid, or who fails to maintain appropriate endorsements, or fails to provide required medical certification, shall be placed on leave without pay for up to 150 calendar days, but may use accrued vacation, compensatory time or, if appropriate, accrued sick leave. Following the expiration of the 150 calendar day period, if the employee's license is still invalid for reasons other than illness/disability his/her employment shall be terminated.

If the CDL remains invalid because of illness/disability, then the employee may be placed on a leave of absence for which he/she is eligible consistent with the terms of this Agreement, or he/she may be granted a reasonable accommodation in compliance with the Americans with Disabilities Act.

SECTION 3: Employees promoted to the classification of leadman during the term of this agreement must obtain a Class A CDL with tanker endorsement. Employees will be given six months from the effective date of promotion to obtain

the Class A CDL with tanker endorsement and shall be given an opportunity to use a County vehicle for a test during regular work hours.

ARTICLE 28
COUNTY POLICY/PROCEDURE

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

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

SECTION 3 A copy of the acknowledgement form containing the employee's original signature shall be placed in the employees personnel file.

SECTION 4 The Employer agrees to notify the Union when it implements major changes in a Sanitary Engineer Division policy which affects operation procedures.

SECTION 5 The Union and the effected employee shall be provided with a copy of written reprimands, suspension orders, and removal orders.

ARTICLE 29
ATTENDANCE BONUS

SECTION 1 An employee who is not absent from work other than for approved holidays, vacation, work-related injury leave (reported the day of the occurrence and requiring a physician's attention), or funeral leave during any six (6) month period, shall receive eight (8) hours of pay or eight (8) off with pay, to be taken at the employee's discretion. However, the time must be used within six (6) months and the employee must provide twenty-four (24) hour prior notice.

ARTICLE 30
TOOLS AND EQUIPMENT

SECTION 1 The Employer agrees to provide each mechanic with a tool box equipped with tools and the employee shall be responsible for its contents.

ARTICLE 31
SUBSTANCE ABUSE POLICY

Employer and Union incorporate herein the "Drug and Alcohol Policy and Procedure" of the Cuyahoga County Engineer's Office dated 29 March 2007 reflecting an effective date of 1 April 2007, as if fully reproduced herein. For purposes of the application of this Policy, all Classifications within the Bargaining Unit shall be considered "Safety Employees" within the meaning of the Policy.

ARTICLE 32
WAGES

SECTION 1: There shall be a 2% wage increase which shall be made retroactive to the first date of the first full pay period in January 2013. There shall be 2% wage increase effective on the first date of the first full pay period in January 2014. Wage rates for 2015 shall be determined through wage re-opener negotiations to commence no later than April 1, 2014. Wage rates for all bargaining unit employees are listed in Appendix A attached hereto. Effective the first day of the first pay period following ratification of this Agreement by both parties, sewer operations employees (excluding those referenced in Section 3), shall receive an additional 1% wage increase to rectify the fact that they did not receive a wage increase in 2012.

SECTION 2: The tier system in effect in the prior collective bargaining agreement shall continue until modified as stated herein. Effective the first day of the first full pay period in January, 2014, bargaining unit employees shall be paid a rate equivalent to 80% of the then existing contract rate for the relevant job classification ("Contract Rate"). Upon completion of the employee's second full year of employment in his/her classification, the employee shall be paid a rate equivalent to 85% of the then existing Contract Rate. Upon completion of the employee's third year of employment in his/her classification, the employee shall be paid a rate equivalent to 90% of the then existing contract rate. Upon completion of the employee's fourth year in his/her classification, the employee shall be paid a rate equal to 100% of the then existing contract rate. The Employer retains the right, based on operational needs, to pay more than the expressed percentage at Employer's sole discretion.

ARTICLE 33
MODIFICATION

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

ARTICLE 34
SAVINGS CLAUSE

It is the intent of the County and the Union that this Contract comply in every respect with applicable laws. If any Article or part thereof is determined not to supersede statutory law, is declared invalid, or in conflict, the Article or part thereof shall be null and void, and not affect the validity of the remaining Sections or Articles of the Contract. In the event any Article or part thereof is declared invalid or in conflict, the Employer and the Union shall meet within thirty (30) calendar days for the purpose of negotiating a lawful alternative provision.

ARTICLE 35
SUCCESSOR CLAUSE

If during the life of this Agreement, any Federal Program(s) then in existence are replaced by other Federal Programs, the County will endeavor to assist in the transfer of bargaining unit employees into the new program with no loss of seniority and/or benefits.

ARTICLE 36
ALTERNATE DISPUTE PROCEDURE

SECTION 1 The parties shall jointly notify the State Employee Relations Board (SERB) upon initiation of negotiations over a successor collective bargaining agreement.

SECTION 2 All negotiation sessions shall be closed to the public and media and conducted during times mutually agreed upon by the respective parties, and the parties agree not to go public with the issues of the negotiations without giving the other party prior notice of such intent.

SECTION 3 The parties agree to utilize the alternative dispute procedures provided through SERB and take any negotiation impasse issue(s) to fact-finding as provided under O.R.C. §4117.14 and the rules and regulations of SERB. Nothing in this Agreement shall preclude the parties from agreeing to an alternative dispute resolution procedure different from this one.

ARTICLE 37
INJURY LEAVE/WORK CONTINUATION

SECTION 1 The employer may grant up to forty-five (45) days of injury/illness leave to an employee who is unable to perform his/her job due to an injury/illness that is the direct result of an accident/incident on the job.

SECTION 2 In order to be considered for injury leave, a request for injury/illness leave with supporting medical documentation must be made within forty-eight (48) hours after the accident/incident. The request will not be denied unreasonably and will be acted upon within seven (7) days after the request has been made.

SECTION 3 Once approved, injury leave will begin on the eighth (8th) calendar day of absence, or the first (1st) day if the employee is admitted to a hospital on an inpatient basis, whichever is earlier. At the employer's discretion, the employee may be subject to examination by a physician of the employer's choice in order to determine eligibility. The cost of the examination shall be borne by the employer.

SECTION 4 Pay made according to this Article shall not be charged to the employees' accumulation of sick leave.

SECTION 5 It is mutually agreed that an employee is prohibited from engaging in or accepting secondary employment during the period of time in which the employee is on injury leave.

SECTION 6 Any employee who is on injury leave subject to this article must apply for workers' compensation and submit a C-84 form. If Workers' Compensation determines an employee is not eligible, the employee's sick, and then vacation balance shall be reduced to compensate for time off under the Article. If the employee does not have sufficient sick and vacation balances to cover the time that the employee was off and received injury leave that was disallowed by Workers' Compensation, they shall be subject to a repayment plan.

SECTION 7 The parties mutually agree that employer decisions regarding the eligibility for injury leave/work continuation shall not be subject to the grievance process or arbitration.

SECTION 8 Intermittent and recurring absence from work as the result of an accident/incident at work are not covered under this Article.

ARTICLE 38 **LABOR-MANAGEMENT COMMITTEE**

SECTION 1 In the interest of promoting sound management labor relations, the Employer and the Union agree to hold monthly labor management meetings unless mutually agreed otherwise. The meetings will be attended by the Public Works Management and/or his/her designees, the Union representative or his/her designee and an equal number of the Union Stewards.

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

SECTION 3 The Union shall provide the Employer with a list of issues and the names of persons who will attend the meeting at least two (2) workdays prior to the meeting.

SECTION 4 Labor-Management meetings are not intended to, nor shall they result in an alteration or modification of the labor agreement. However, any agreements, recommendations, consistent with the labor agreement, entered into shall be reduced to writing, dated, and signed by the parties.

ARTICLE 39
DURATION

SECTION 1 This labor Contract represents the complete understanding on issues for the period of January 1, 2013 to December 31, 2015.

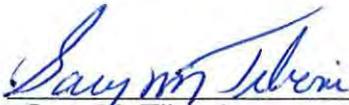
This Labor Contract shall remain in full force and effect until December 31, 2015 at 11:59 p.m. and thereafter from year to year unless at least ninety (90) days prior to said expiration date, or anniversary thereof, either party gives timely notice to the other of an intent to modify or terminate this Labor Contract.

ARTICLE 40
EXECUTION

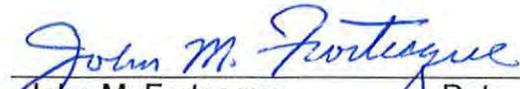
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

FOR THE UNION:

FOR CUYAHOGA COUNTY:

 1/23/14
Gary M. Tiboni, Date
President

 _____
Edward FitzGerald, Date
County Executive

 _____
John M. Fortesque, Date
Secretary Treasurer

 1-23-14
Christopher J. Pavone, Date
Vice President

APPENDIX A

<u>CLASSIFICATION</u>	<u>Retro. to Jan 2013</u>	<u>Upon ratification</u>	<u>2014</u>
Leadman (Incl. TV Techs)	\$24.25	\$24.49	\$24.98
Jet Vac Operator	\$23.08	\$23.31	\$23.78
CC Sew Maint	\$21.60	\$21.82	\$22.26
Sew Maint w/ CDL	\$21.06	\$21.27	\$21.70
Sew Maint w/o CDL	\$20.09	\$20.29	\$20.70
CC Equipment Oper	\$22.53	\$22.76	\$23.21
Equipment Operator	\$21.99	\$22.21	\$22.66

Side Letter on Consolidation of Job Classifications

[Note: Nothing stated herein is intended to limit or diminish in any way management's right to determine job duties, modify job classifications, or create new job classifications.]

Effective the first date of the first full pay period in July, 2014, The Construction Crew Sewer Maintenance classification shall be consolidated with the Sewer Maintenance Worker job classification. All employees shall be placed at the Construction Crew Sewer Maintenance wage rate. The Sewer Maintenance Worker without CDL shall be abolished. The six employees classified as Sewer Maintenance Worker without CDL employed at the time of the execution of this Agreement shall be given six months from the full execution of the CBA to obtain their CDLs.

Effective the first date of the first full pay period in July, 2014, the Construction Crew Equipment Operator and Equipment Operator classifications shall be consolidated. All employees shall be paid at the Construction Crew Equipment Operator wage rate.

