

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**CUYAHOGA COUNTY
DEPARTMENT OF PUBLIC WORKS
BUILDING AUTOMATION ASSOCIATES**

AND

**INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 18-S**



January 1, 2026 – December 31, 2028

Table of Contents

Article	Page
1. PURPOSE.....	1
2. UNION RECOGNITION.....	1
3. MANAGEMENT RIGHTS.....	2
4. NO STRIKE/NO LOCKOUT.....	2
5. PLEDGE AGAINST DISCRIMINATION AND COERCION.....	3
6. UNION SECURITY/CHECK OFF.....	3
7. HOURS OF WORK AND OVERTIME.....	4
8. UNION REPRESENTATION.....	5
9. GRIEVANCE PROCEDURE.....	5
10. PROBATIONARY PERIOD.....	7
11. SENIORITY.....	7
12. LAYOFFS.....	8
13. HOLIDAYS.....	8
14. VACATIONS.....	9
15. SICK LEAVE.....	9
16. BEREAVEMENT LEAVE.....	10
17. COURT LEAVE.....	11
18. MILITARY LEAVE.....	11
19. PERSONAL LEAVE.....	11
20. SICK LEAVE CONVERSION.....	11
21. FAMILY MEDICAL LEAVE ACT (FMLA).....	12
22. REPORT-IN-PAY.....	12
23. CALL-IN-PAY.....	12
24. INSURANCE.....	12
25. FITNESS FOR DUTY EXAMINATION.....	14
26. SAVINGS CLAUSE.....	14
27. WAGES.....	14
28. PARKING.....	16

Table of Contents, Continued

Article	Page
29. JOB DESCRIPTIONS.....	16
30. HOURS OF WORK.....	16
31. PARENTAL LEAVE.....	16
32. DURATION OF AGREEMENT.....	16
SIGNATURES.....	18
APPENDIX A WAGE TABLE.....	19

ARTICLE 1
PURPOSE

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

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

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

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

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

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

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

ARTICLE 2
UNION RECOGNITION

SECTION 1: The Employer recognizes the Union as the sole and exclusive representative for the purpose of establishing wages, hours, terms, and conditions of employment for those employees of the Employer in the bargaining unit. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals employed in the classification of Building Automation Associate (formerly Electronic Technician).

SECTION 2: 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

SECTION 1: The Employer retains the right and the authority to administer the business of the department in addition to other functions and responsibilities that are not specifically modified by this Agreement. The Union shall recognize that the Employer has and will retain the full right and responsibility to direct operations of its departments, 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, lay off, recall, reprimand, suspend, discharge, or discipline for just cause, and to maintain discipline among employees;
- B. To manage and determine the location, type, and number of physical facilities, equipment, programs and the work to be performed;
- C. To determine department goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively and efficiently meet these purposes;
- D. To determine the size and composition of the workforce, including the right to lay off Employees from duty due to lack of work or lack of funds;
- E. To determine the hours of work, and work schedules and to establish the necessary work rules for all employees;
- 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 department's budget and uses thereof;
- I. To maintain the security of records and other pertinent information; and
- J. To determine and implement actions in emergency situations.

ARTICLE 4
NO STRIKE/NO LOCKOUT

SECTION 1: The Union agrees that neither it, its officers, agents, representatives, nor members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer by its members.

SECTION 2: When the Employer notifies the Union by certified mail that any of its members are engaged in any strike activity as outlined above, the Union shall immediately and 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. Any employee failing to return to work after notification by the Union as provided herein, or who participates or promotes such strike activities as previously outlined, may be discharged and the only question of whether or not the employee did in fact participate in or promote such action shall be grievable.

SECTION 3: The Employer agrees that neither it, its officers, agents, nor 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.

ARTICLE 5

PLEDGE AGAINST DISCRIMINATION AND COERCION

SECTION 1: The Employer and the Union agree that for the duration of this Agreement, neither shall discriminate against any employee because of race, color, religion, sex, gender, genetic information, sexual orientation, military status, veteran status, national origin, age, disability, ancestry, or marital status. Nor shall the Employer or the Union discriminate against any employee because of their membership or non-membership in the Union. Both the Employer and the Union recognize their respective responsibilities under applicable federal, state and local laws and Executive Orders relating to Civil Rights and employment practices.

SECTION 2: 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 their representatives against any legal employee activity or employees acting legally in an official capacity on behalf of the Union.

SECTION 3: 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 6

UNION SECURITY/CHECK OFF

SECTION 1: The Employer and the Union agree that membership in the Union is available to all employees occupying job titles as has been determined by this Agreement appropriately within the bargaining unit upon the successful completion of their probationary period.

SECTION 2: The Union's duty to represent non-members may be limited. The Union may have the right to charge non-member grievant for grievance processing costs, i.e.,

depositions, arbitration, court reporter fees, etc., to the extent permitted by law.

SECTION 3: The Employer will deduct regular initiation fees and monthly dues from the pay of employees covered by this Agreement upon receipt from the Union of individually signed authorization for dues deduction cards, voluntarily executed by the employee for that purpose and bearing their signature, provided, that any employee shall have the right to revoke such authorization by giving written notice to the Union and Employer in accordance with the procedure outlined on the authorization card.

SECTION 4: An employee shall authorize payroll deductions by submitting a payroll deduction authorization form provided by the Union. All authorized deductions, together with an alphabetized list of names of all employees, shall be transmitted to the Union, and upon receipt, the Union shall assume full responsibility for the disposition of said funds.

SECTION 5: Deductions will be made from the pay of all employees during the first (1st) pay period of each month. In the event an employee's pay is insufficient for the deduction to be taken, the Employer will deduct the amount from the employee's next regular pay where the amount earned is sufficient.

SECTION 6: The Employer's obligation to make deductions shall terminate upon timely receipt of revocation of an authorization submitted in accordance with the procedure outlined on the authorization card or upon termination of employment or transfer to a job classification outside the bargaining unit.

ARTICLE 7

HOURS OF WORK AND OVERTIME

SECTION 1: The standard workweek for all employees covered by this Agreement shall be forty (40) hours during a seven (7) day period beginning at 12:01 a.m. each Sunday. The standard workday shall consist of eight (8) hours and employees shall be scheduled to meet the operational needs of a seven (7) day, twenty-four (24) hour operation.

SECTION 2: Employees who begin their eight (8) hour workday at or about midnight (12:00 AM) will be paid a fifty cents (\$0.50) per hour shift differential. Employees who begin their eight (8) hour workday during regular daytime business hours will not be paid a shift differential. Employees who begin their workday after the regular daytime business hours but end their workday before midnight (12:00 AM) will be paid a twenty-five cents (\$0.25) per hour shift differential.

SECTION 3: When an employee is required by the Employer to work more than forty (40) hours in their scheduled workweek, or more than eight (8) hours in their workday, the employee shall be compensated for such time at one and one-half times (1 ½ x) their straight-time hourly rate of pay.

SECTION 4: Employees shall be scheduled as needed to meet the operational needs of the

department.

SECTION 5: 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 one and one-half times (1 ½ x) their straight-time hourly rate of pay and will be taken at a time mutually agreeable to the Employer. An employee may accumulate a maximum of eighty (80) hours of compensatory time. An employee desiring to use compensatory time must submit a request in writing at least two (2) weeks in advance. Giving two (2) weeks' notice may be waived by the Employer in an emergency situation. However, compensatory time must be used within one hundred eighty (180) days from the date it was earned. Where an employee fails to use compensatory time within the prescribed period of one hundred eighty (180) days, the Employer shall schedule the employee off work. Further, compensatory time shall be issued in accordance with federal laws.

SECTION 6: For the purpose of computing overtime, sick leave shall not be counted as hours worked.

ARTICLE 8

UNION REPRESENTATION

SECTION 1: The Union shall furnish the County with a written list of the names of the Steward and Alternate Steward.

ARTICLE 9

GRIEVANCE PROCEDURE

SECTION 1: The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, discipline, or discharge without just and proper cause, or improper application of this Agreement. It is not intended that the grievance procedure be used to affect changes in the articles of this Agreement nor those matters not covered by this Agreement which are controlled by ordinances or resolutions of the Cuyahoga County Council, or by the provisions of federal and/or state laws and/or by the United States or Ohio Constitutions, or by the Charter of Cuyahoga County.

SECTION 2: A grievance under this procedure may be brought by any employee who is in the bargaining unit. Where a group of employees desire to file a grievance involving a situation affecting each employee in the same manner, one (1) employee selected by such group will process the grievance. Any employee may present a grievance and have it adjusted provided the adjustment does not violate this Agreement.

SECTION 3: All grievances must be timely processed at the proper step in the progression in order to be considered a grievance or to be considered at the subsequent step. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements to elapse without further appeal. Any grievance not answered by Management within the stipulated time limits shall be considered to

have been answered in the negative and may be appealed to the next step of the grievance procedure.

SECTION 4: The written grievance shall state on the grievance form the specific article and section of this Agreement alleged to have been violated, an explanation of the facts, and the relief requested.

SECTION 5: The time limitations provided for this Article may be extended by mutual agreement between the Employer and the Union. Working days, as used in this Article, shall not include Saturdays, Sundays, and holidays.

SECTION 6: The Union specifically agrees that the State Personnel Board of Review shall have no jurisdiction to receive and determine any appeals relating to matters that become the subject of the final and binding grievance procedure contained in this Agreement.

SECTION 7: Each grievance shall be processed in the following manner:

STEP 1: IMMEDIATE SUPERVISOR: A grievance shall be reduced to writing by the grievant and presented to their immediate supervisor or their designated representative within five (5) working days (Monday through Friday) after the aggrieved party should reasonably have been aware of the occurrence. The immediate supervisor or their designee shall respond, in writing, to the grievance within seven (7) working days after receiving it.

STEP 2: DIRECTOR OF PUBLIC WORKS or DESIGNEE: If the grievance is not thereby resolved, a written copy shall be submitted to the Director of Public Works and/or their designee within ten (10) working days after the Union receives the answer under Step 1. A meeting shall be held between the Director of Public Works and/or their designee, the Union Business Representative, the Chief Steward, and the grievant. Within five (5) working days (Monday through Friday) from the date of the meeting, a written response to the grievance shall be sent to the Union. In the event the time limits are not mutually extended, then the Union shall have the right to move the grievance to the next step.

STEP 3: HUMAN RESOURCES DIRECTOR OF EMPLOYEE & LABOR RELATIONS - If the grievance is not satisfactorily resolved at Step 2, the Union may, within thirty (30) calendar days after the receipt of the Step 2 answer, submit the issue to the Department of Human Resources, Division of Employee and Labor Relations. The Human Resources Director of Employee and Labor Relations shall have twenty (20) calendar days from the date of the meeting to respond in writing.

STEP 4: ARBITRATION: If the grievance has been properly processed and is not satisfactorily resolved at Step 3, it may be submitted to arbitration by either the Union or the Employer. The right of the Union or the Employer to request arbitration over an unadjusted grievance is thirty (30) calendar days from the date the Employer's answer is received by the Union under Step 3 in the grievance procedure and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the Employer.

SECTION 8: Within thirty (30) calendar days of receipt of the Step 3 answer, the Union shall notify the Human Resources Deputy Director of Employee & Labor Relations and/or their designee in writing of its intent to appeal the grievance to arbitration. If the Union and the Employer fail to agree upon an Arbitrator in five (5) working days, the Federal Mediation and Conciliation Service shall then be requested to submit a panel of seven (7) Arbitrators to each party. Upon receiving the list, each party will strike names alternately until reduced to one (1), said being the Arbitrator in said dispute.

SECTION 9: The Arbitrator shall limit their decision strictly to the interpretation, application, or enforcement of the specific articles and sections of this Agreement, and they shall be without power or authority to render any decision which shall add to, subtract from or modify in any way, the provisions of this Agreement or to pass upon issues governed by law or make an award in conflict with law.

SECTION 10: The fees and expenses of the Arbitrator shall be shared equally by the parties.

ARTICLE 10

PROBATIONARY PERIOD

SECTION 1: New employees shall be considered to be on probation for a period of one hundred and eighty (180) calendar days. The Employer shall have sole discretion to discipline or discharge such probationary employees, and such actions during this period cannot be reviewed through the grievance procedure or otherwise affected by this Agreement.

ARTICLE 11

SENIORITY

SECTION 1: For the purpose of this Agreement, Seniority shall be defined as the total continuous length of time a bargaining unit employee has been employed by the Employer.

SECTION 2: Seniority shall terminate when an employee:

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

Notice to the Union of any recalled employee.

ARTICLE 12
LAYOFFS

SECTION 1: Whenever it becomes necessary, because of lack of work or funds, to reduce the working force, employees shall be laid off, within the affected classifications, by seniority within the affected classification. The least senior employee, in the classification, shall be laid off first (1st).

SECTION 2: In the event of a layoff, employees will continue to retain seniority for a period of one (1) year. Employees shall not accrue seniority while on layoff.

SECTION 3: Bargaining unit employees shall be recalled in the inverse order of layoff from their classification. An employee on layoff will be given fourteen (14) calendar days' notice of recall from the date on which the Employer sends the recall notice to the employee by registered mail to the last known address as shown on the Employer's records. In the event an employee does not respond during the fourteen (14) day period, the employee will forfeit their recall rights.

ARTICLE 13
HOLIDAYS

SECTION 1: All bargaining unit employees shall be entitled to the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Veterans Day
Presidents' Day	Columbus Day
Memorial Day	Thanksgiving Day
Juneteenth	Day after Thanksgiving
Independence Day	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 actually work the last scheduled day before and the first (1st) scheduled day after the holiday.

SECTION 4: To be entitled to holiday pay, an employee must be on active payroll (i.e., actually received pay) during the week in which the holiday falls.

SECTION 5: For the holidays set forth in Section 1 of this Article (Article 13), employees shall receive eight (8) hours of holiday pay at their straight-time hourly rate.

SECTION 6: In addition to holiday pay as set forth in Section 5 of this Article (Article 13), any work performed on a holiday shall be paid at a rate of one and one half times (1 ½ x) the employee's straight-time hourly rate of pay:

SECTION 7: If a recognized holiday listed in Section 1 of this Article falls within the employee's vacation leave, the employee shall receive an additional paid vacation day in lieu of the holiday.

ARTICLE 14
VACATIONS

SECTION 1: All regular full-time employees shall be granted the following vacation leave with full pay each year based upon their length of County service as follows:

Length of Ohio Public Service Completed	Accrual Rate (hours earned per 80 hours in active status)	Annual Amount (hours earned per 2080 hours in active pay status)	Maximum Accrual Balance (total hours)
Less than 1 year	3.1	80 hours	N/A
1 year - less than 5 years	3.1	80	240
5 years - less than 15 years	4.6	120	360
15 years - less than 25 years	6.2	160	480
25 years or more	7.7	200	600

SECTION 2: Vacations shall be scheduled based upon an employee's seniority and the operational needs of the department. The operational needs of the department shall be solely determined by the Director of Public Works and/or their designee.

SECTION 3: There is no waiting period after an employee is hired or promoted before vacation time can be used. Employees must have their supervisor's approval to use vacation leave. Maximum accrual allowances of vacation will be administered in accordance with the Cuyahoga County Human Resources Employee Handbook (Employee Handbook). The Employer may permit an employee to accumulate and carry over their vacation leave to the following year, but in no case shall vacation leave be carried over more than three (3) years, or it will be forfeited.

ARTICLE 15
SICK LEAVE

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

A. Paid sick leave will be earned and accumulated at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including paid holidays, vacations, overtime, and sick leave.

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

C. Pay for sick leave shall be at the employee's straight-time hourly rate of pay (or portion thereof if absent for less than a full hour).

SECTION 2: An employee shall be granted sick leave with pay for illness or injury of the employee or a member of their immediate family, for medical, dental or optical examination, or treatment of an employee or a member of their family; or when through exposure to a contagious disease, the presence of the employee at their job would jeopardize the health of others. The definition of immediate family shall be as defined in the Employee Handbook.

SECTION 3: To be eligible for sick leave with pay, an employee must report the reason for their absence to their supervisor or to the Cuyahoga County Department of Human Resources within one (1) hour of their scheduled starting time except for unusual circumstances beyond their control. If the employee is unable to reach their supervisor or the Department of Human Resources, the employee must report the absence to the main security desk on the first (1st) floor of the Justice Center within one (1) hour of their scheduled start time.

SECTION 4: An employee who is absent on paid sick leave shall fill out the appropriate information electronically in Infor to justify the use of sick leave. The Director may require a certificate from the employee's licensed physician as to their fitness to perform their required duties as a prerequisite to their return to work. Also, this certificate shall indicate that the employee was under a physician's care and was advised by the physician concerning the number of days to remain home from work.

SECTION 5: Disability leave for personal illness or injury shall be limited to one (1) year. The Employer shall have the right to extend disability leave provided that the employee can show, with reasonable certainty that he will be able to return to work in the near future. An employee on a recognized Worker's Compensation claim will not be affected by this Section.

ARTICLE 16

BEREAVEMENT LEAVE

SECTION 1: Bereavement leave shall be provided in accordance with the Employee Handbook. Any change to the Employee Handbook regarding bereavement leave shall be applicable to bargaining unit employees.

ARTICLE 17

COURT LEAVE

SECTION 1: 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 their regular pay and jury duty pay or witness pay for work absences necessarily caused by a jury duty or witness duty. To be eligible for a jury duty pay or witness pay, an employee shall turn in to the Employer a jury duty pay voucher, or a witness pay voucher, showing the period of jury service or witness service and the amount of jury pay or witness pay received. It is understood that an employee released from jury duty prior to the end of their scheduled workday shall report to work for the remaining hours.

SECTION 2: Employees shall not be entitled to paid court leave when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceeding, custody, appearing as directed with juveniles, etc. These absences would be leave without pay and scheduled in advance with the Employer.

ARTICLE 18 **MILITARY LEAVE**

SECTION 1: Military leave of absence shall be in accordance with the Employee Handbook. However, in the event that there is a change to the federal law governing military leave, the parties agree that they will abide by such change accordingly.

ARTICLE 19 **PERSONAL LEAVE**

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

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

ARTICLE 20 **SICK LEAVE CONVERSION**

SECTION 1: An employee may elect at the time of formal retirement from active service with the Employer, and with ten (10) or more years of prior service with the State of Ohio or any political subdivision, to be paid in cash for twenty-five percent (25%) of their total unused

accumulated paid sick leave. Such payment for sick leave on this basis shall be based on the employee's straight-time hourly 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 (1x) to any employee. The maximum payment shall not exceed thirty (30) days.

ARTICLE 21
FAMILY MEDICAL LEAVE ACT (FMLA)

SECTION 1: The County agrees to comply with all applicable provisions of the Family Medical Leave Act of 1993 (FMLA), and the Americans with Disabilities Act (ADA) of 1990.

SECTION 2: The County shall have the right to administer FMLA leave to the full extent permitted by federal law, including, but not limited to, its coordination with any other leaves and other benefits.

ARTICLE 22
REPORT-IN-PAY

SECTION 1: 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 employee's straight-time hourly rate.

ARTICLE 23
CALL-IN-PAY

SECTION 1: Should any employee be called back to work outside their regular work hours, the employee shall be paid one and one-half times (1 ½ x) the employee's straight-time hourly rate of pay for all hours worked or four (4) hours at their straight-time hourly rate, whichever is greater.

ARTICLE 24
INSURANCE

SECTION 1: An eligible employee is defined as a full-time employee covered by this Agreement. A Section 125 or cafeteria plan will be 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 (1x) during each Plan year at its annual open enrollment period. The Plan year commences on January 1st, and ends on December 31st of the calendar year, but is subject to change.

SECTION 2: Effective the first full pay-period following full execution of this Agreement, bi-weekly contributions for bargaining unit employees for medical and

prescription drug benefits shall be determined as follows:

A. METROHEALTH PLANS:

- 1) For all three (3) years of the Agreement, the County shall offer an HSA plan through the MetroHealth System with no biweekly contribution from employees;
- 2) The bi-weekly contribution for a non-HSA plan offered through MetroHealth shall be as follows:
 - a. 2026: 93% Employer, 7% Employee;
 - b. 2027 and 2028: For 2027 and 2028, the Employer/Employee contribution rates shall equal the Employer/Employee contribution rates then in effect for all non-bargaining employees under the County Executive.

B. OTHER HEALTH INSURANCE PLANS:

The bi-weekly contribution rates shall be as follows:

- a. 2026: 86% Employer, 14% Employee;
- b. 2027 and 2028: For 2027 and 2028, the Employer/Employee contribution rates shall equal the Employer/Employee contribution rates then in effect for all non-bargaining employees under the County Executive.

C. DENTAL AND VISION:

- a. 2026: 86% Employer, 14% Employee;
- b. 2027 and 2028: For 2027 and 2028, the Employer/Employee contribution rates shall equal the Employer/Employee contribution rates then in effect for all non-bargaining employees under the County Executive.

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 plans that may include, but are not limited to, deductibles and co-insurance.

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 years with notification to the Union.

SECTION 7: A waiting period of no more than one hundred twenty (120) calendar days may be required before new employees are eligible to receive health and/or other insurance benefits. During the waiting period, the Employer may require employees, who desire coverage, to purchase it through a third (3rd) party vendor instead of participating in the County plans that are offered to regular full-time employees. New employees shall be eligible to participate in the County plans on the first (1st) date of the first (1st) month following completion of the waiting period.

ARTICLE 25

FITNESS FOR DUTY EXAMINATION

SECTION 1: Fitness for Duty Examination shall be in accordance with the Employee Handbook, Section 8.04.

ARTICLE 26

SAVINGS CLAUSE

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

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

ARTICLE 27

WAGES

SECTION 1: Retroactive to the first (1st) date of the first (1st) full pay period in January 2026 (January 11, 2026), there will be a two-percent (2%) General Wage Increase (GWI). The contract rate of the Building Automation Associate shall be \$23.47 per hour. The retroactive payment shall be applicable to those bargaining unit employees currently employed as of the date of full execution of this Agreement.

SECTION 2. Effective the first (1st) date of the first (1st) full pay period in July 2026 (July 12, 2026), there shall be a wage equity adjustment. The contract rate for the Building

Automation Associate shall be \$24.86 per hour.

SECTION 3: Effective the first (1st) date of the first (1st) full pay period in January 2027 (January 10, 2027), the contract rate of the Building Automation Associate shall be \$26.25 per hour, which is inclusive of a two-percent (2%) General Wage Increase (GWI) and wage equity adjustment.

SECTION 4. Effective the first (1st) date of the first (1st) full pay period in July 2027 (July 11, 2027), there shall be a wage equity adjustment. The contract rate of the Building Automation Associate shall be \$27.64/hour.

SECTION 5: Effective the first (1st) date of the first full pay period in January 2028 (January 9, 2028), there will be a two percent (2%) General Wage Increase (GWI). The contract rate for the Building Automation Associate shall be \$28.19 per hour.

SECTION 6: When operational needs require, management may designate a bargaining unit member as Leadperson. The Leadperson shall schedule, assign, and direct work of other bargaining unit members at the direction of management. The special straight-time hourly rate of pay for this assignment is one dollar and seventy-five cents (\$1.75) per hour greater than the employee's applicable straight-time hourly rate of pay as set forth in this Article and the Appendix.

SECTION 7. Effective on the first (1st) day of the first (1st) full pay period in January 2027 (January 10, 2027), new bargaining unit members shall be paid a straight-time hourly rate equivalent to ninety-one percent (91%) of the then-effective contract rate for the relevant job classification. Upon having completed one (1) year of employment in the job classification, the member shall be paid a straight-time hourly rate equivalent to ninety-four percent (94%) of the then-effective contract rate for the classification. Upon having completed two (2) years of employment in the job classification, the member shall be paid a straight-time hourly rate equivalent to ninety-seven percent (97%) of the then-effective contract rate for the classification. Upon having completed three (3) years of employment in the job classification, the member shall be paid a straight-time hourly rate equivalent to one hundred percent (100%) of the then-effective contract rate for the classification and shall thereafter continue to be paid a straight-time hourly rate equal to hundred percent (100%) of the then-effective contract rate for the classification.

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

Employees who join this bargaining unit prior to the first day of the first full pay period in January 2027 (January 10, 2027) shall be paid a straight-time hourly rate equivalent to one hundred percent (100%) of the then-effective contract rate for the classification.

SECTION 8. In the event that an employee receives an overpayment, the parties agree that the County has the right to recoup the overpayment. Prior to recouping the overpayment, the County shall meet and discuss the terms of repayment with the employee and the Union

representative.

ARTICLE 28

PARKING

SECTION 1: Parking outside of first (1st) shift, Monday through Friday, shall be provided to all bargaining unit employees at no cost in a parking facility designated by the Employer.

ARTICLE 29

JOB DESCRIPTIONS

SECTION 1: If substantial changes occur in the method of operations, tools or equipment of the Building Automation Associate, the County shall meet and confer with the Union regarding the change.

ARTICLE 30

HOURS OF WORK

SECTION 1: Hours of work shall be identified as the following:

- A. First (1st) shift shall be 7:00 a.m. to 3:00 p.m.
- B. Second (2nd) shift shall be 3:00 p.m. to 11:00 p.m.
- C. Third (3rd) shift shall be 11:00 p.m. to 7:00 a.m.

SECTION 2: The County shall meet and confer with the Union two (2) weeks in advance of any changes in the standard shifts.

ARTICLE 31

PARENTAL LEAVE

SECTION 1. Parental Leave shall be provided in accordance with the Employee Handbook. Any changes to the Employee Handbook regarding the Parental Leave provision shall be applicable to bargaining unit employees.

ARTICLE 32

DURATION OF AGREEMENT

SECTION 1: This Agreement shall be effective January 1, 2026 and shall remain in full force and effect until December 31, 2028, and thereafter from year to year, unless otherwise terminated as provided herein.

SECTION 2: If either party desires to modify, amend, or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days

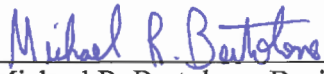
prior to the termination date of this Agreement. Such notices shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

SECTION 3: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by these parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, even though subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

SIGNATURES

IN WITNESS WHEREOF, the Parties have hereunto set their hands to indicate their assent to all terms of this Collective Bargaining Agreement:

FOR THE UNION:




Michael R. Bertolone, Business Manager

Date: 4-24-26



Thomas P. Byers, President




Joseph W. Casto, III, Rec.- Corresponding Secretary



Jack Klopman II, Business Representative


**FOR CUYAHOGA COUNTY
DEPARTMENT OF PUBLIC WORKS:**



Chris Ronayne Cuyahoga County Executive
By: Katherine A. Gallagher, Deputy Chief
of Staff for Operations and Community
Innovation pursuant to Executive Order
EO2023-0003, dated July 6, 2023

Date 4/30/26

Approved as to legal form and correctness:



Cuyahoga County Law Department

APPENDIX A – WAGE TABLE

JANUARY 11, 2026

	100% rate
Building Automation Associate	23.47

JULY 12, 2026

	100% rate
Building Automation Associate	24.86

JANUARY 10, 2027

	91% tier	94% tier	97% tier	100% rate
Building Automation Associate	23.89	24.68	25.46	26.25

JULY 11, 2027

	91% tier	94% tier	97% tier	100% rate
Building Automation Associate	25.15	25.98	26.81	27.64

JANUARY 9, 2028

	91% tier	94% tier	97% tier	100% rate
Building Automation Associate	25.65	26.50	27.34	28.19
