

Collective Bargaining Agreement

Between

CUYAHOGA COUNTY

And

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

**(FISCAL OFFICE, BOARD OF REVISION and COUNTY
TREASURER)**

January 1, 2025 – December 31, 2026

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PREAMBLE

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

ARTICLE 1: RECOGNITION

Section 1: The Union is recognized as sole and exclusive representative for all permanent employees of the County Fiscal Office, County Treasurer and Board of Revision in the job classifications of the bargaining units for the purpose of establishing rates of pay, wages, hours and other conditions of employment, but excluding all other classifications not listed in Appendix A herein.

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

ARTICLE 2: MANAGEMENT RIGHTS

The Employer retains the right and the authority to administer the business of the County and in addition to other functions and responsibilities which 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 the operations, to promulgate reasonable rules and regulations, and to otherwise exercise the prerogatives of management, and more particularly, including but not limited, 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 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 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 work force, including the right to layoff employees from duty due to lack of work or lack of funds;
- E. To determine the hours of work, work schedules, and to establish the necessary work rules for all employees;

- F. To determine the adequacy of the work force, 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 County's budget and uses therefore;
- I. To maintain the security of records and other pertinent information;
- 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 3: NO STRIKE/NO LOCKOUT

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

Section 2. When the County notifies the Union by certified mail that any of its members are engaged in any such strike activity, as outlined, the Union shall immediately, conspicuously post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work.

Section 3. The County agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union, unless those members have violated Section 1 of this Article.

ARTICLE: 4 CHECK-OFF

Section 1. All bargaining unit employees who are members of the Union on the date this Agreement is signed and all other employees in the bargaining unit who become members of the Union at any time in the future are required to pay dues, initiation fees and other fees required by the Union, its Constitution or Bylaws to maintain membership in good standing.

Section 2. All bargaining unit employees who do not become or elect not to become members of the Union may voluntarily consent to pay to the Union through payroll deduction, a fair share fee as a contribution toward the administration of this Agreement. An employee is not required to pay fair share fees unless he or she voluntarily consents

to do so. Should a bargaining unit employee not voluntarily consent to pay a fair share to the Union and later requests the Union to represent him or her, the Union shall charge the employee for representation services if permitted by law.

Section 3. The County will deduct fair share fees or regular monthly dues, initiation fees, readmission fees and other authorized fees from the pay of bargaining unit employees upon receipt from the Union of individual written authorization cards voluntarily executed by an employee for that purpose and bearing employee's signature, provided that any employee shall have the right to revoke such authorization by giving written notice to the Union at any time during the fifteen (15) calendar days prior to the termination of this contract, the date described in the employee's signed authorization card, if any, or transfer outside of the bargaining unit, whichever is earlier. The Union agrees to hold the County harmless, financial or otherwise, in regards to authorization of fair share fees.

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

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

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

Section 7. When the Employer deducts the incorrect amount of dues or fees from an Employee's paycheck, the Employer shall, upon receipt of written notification of the mistake, correct the error as soon as reasonably practicable, but no later than the next payroll period.

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

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

ARTICLE 5: UNION VISITATION

Non-employee representatives of the Union may enter the premises of any operation of the Fiscal Office, County Treasurer or Board of Revision between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, upon request of the Fiscal Officer, County

Treasurer or Administrator of Board of Revision or their designee, for the purpose only of ascertaining whether or not this Contract is being observed and attending Step 3 meetings of the Grievance Procedure. Such visit(s) shall be made by appointment with the Fiscal Officer, County Treasurer or the Administrator for the Board of Revision and/or their designee and shall not interfere with the work of any employee or the operations of the Fiscal Office, County Treasurer or Board of Revision. If a need to enter the premises of any operation of the Fiscal Office, County Treasurer or Board of Revision occurs between the hours of 4:30 p.m. and 8:30 a.m., Monday through Friday, or on Saturday or Sunday, said representative of the Union shall contact the Fiscal Officer, County Treasurer or the Administrator for the Board of Revision and/or their designee for permission to enter the premises of any operation of the Fiscal Office, County Treasurer or Board of Revision. Whenever a meeting is appropriately scheduled the Employer shall refrain from unnecessary interruptions to the extent possible.

ARTICLE 6: BULLETIN BOARDS

The County shall provide the Union with locked bulletin boards where bargaining unit employees are assigned as their primary reporting location. Keys to such bulletin boards shall be provided to the Union stewards. All bulletin board notices of the Union shall bear the signature of an official of the Union. A copy of all posted notices shall be given to the designated employee of the County prior to posting. No postings shall contain derogatory or abusive statements or depictions of the County or its employees. These restrictions on postings shall not restrict the posting of materials that are considered protected concerted activity under R.C. 4117.01 et seq. Failure to follow the condition set forth above will be grounds for the County to remove any posting without recourse from the Union.

ARTICLE 7: UNION REPRESENTATION

Section 1. Employees selected by the Union to act as Union representatives for the purpose of processing grievances under the Grievance Procedure shall be known as "stewards". Each steward shall have an alternate who shall act as steward when the regular steward is absent from work, or is unavailable due to job duties.

Section 2. The County shall recognize up to twelve (12) stewards. The Union shall notify the County regarding the actual assignments of the stewards by location and/or classification.

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

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

Section 5. The Union shall furnish the County a written list of names of stewards and alternate stewards, including locations to which each is assigned. Further, the Union shall promptly notify the County in writing of any changes therein.

Section 6. Stewards shall adhere to the following procedure in processing grievances and carrying out all other functions of their offices:

- A. An employee having a grievance as defined herein shall notify their steward who will notify the employee's immediate supervisor to arrange for the release of the employee to meet with the Steward. This shall be done in accordance with the provisions in Section 8 of this Article.
- B. Before leaving their job, the steward shall record on a special Steward Activity Sheet, the time steward starts their union work. (Upon request, a copy of this record will be furnished to the Union.) The steward must receive the consent of their immediate supervisor prior to leaving their work station to conduct such union business, such supervisor consent will not be unreasonably withheld.
- C. When it is necessary for a steward to enter a department (or section of a department) supervised by a supervisor other than their own, steward shall report first to the supervisor in charge and advise supervisor of the purpose of the steward being there. When it is necessary for a steward to speak with a bargaining unit employee regarding Union business during times that the employee is expected to be working, the steward shall report to the employee's immediate superior to obtain consent, which consent will not be unreasonably withheld.
- D. Upon returning to their job, the steward shall first report to their own supervisor before resuming work if the supervisor is available (or if supervisor is unavailable, as soon as possible after resuming work).

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

Section 8. As needed, the County will permit Union officers and/or stewards access to an available conference room provided that such use does not interfere with the County's operations. A file drawer or cabinet shall be made available to the Union at the County Administration Building.

ARTICLE 8: PERSONNEL RECORD

Section 1. It is recognized by the parties that the County must prescribe regulations for the custody, use and preservation of the records, papers, books, documents, and property pertaining to the County. To the extent that any records, papers or other documents covering bargaining unit employees are legitimately considered available to review by such employees, every employee shall be allowed to review his or her

personnel file at any reasonable time upon request. If any bargaining unit employee is involved in a grievance regarding a matter in which materials in his personnel file may be relevant, the affected employees' Union representative will be granted access to the employees' personnel file at reasonable times where such access is authorized, in advance, by the bargaining unit employee.

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

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

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

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

ARTICLE 9: DISCIPLINE

Section 1. Documented counseling and/or coaching is encouraged and shall not be considered discipline. When advised that a documented counseling and/or coaching is taking place, an employee shall not refuse.

Section 2. For the purpose of determining the severity of discipline being imposed on a current charge, the County shall not take into account any prior disciplinary action that occurred more than two (2) years prior to the date that the offense occurred. Except in emergency situations, the County shall issue discipline within sixty (60) working days of the date of the Pre-Disciplinary Conference. Any disciplinary action that must be served, i.e., suspension, may be served outside of the sixty (60) day time limitation as long as the notice of suspension was issued within sixty (60) calendar days.

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

Section 4. Any employee who has been disciplined by suspension or discharge will be given a written statement describing in detail the reason or reasons for which he has been suspended or discharged. In case of discipline the employee shall be advised of employee's right to have a Steward present. Further, if the employee so requests, employee shall be granted a private interview with their Steward before the employee is required to leave the premises.

Section 5. Any suspension shall be for a specific number of consecutive days on which the employee shall be regularly scheduled to work, unless otherwise agreed by the parties. Holidays occurring during a period of suspension shall be counted as work days for the purpose of suspension only.

Section 6. It is important that employee complaints regarding unjust or discriminatory suspensions and/or discharge be handled promptly. Therefore, all such disciplinary action may be reviewed through the Grievance Procedure, beginning at Step 3.

Section 7. Discipline must be applied in an objective, equitable and reasonable manner, and shall be progressive and corrective and never punitive. It is expected that discipline will be imposed in a reasonably timely fashion under the facts and circumstances of a particular case. However, depending on the severity of the situation, the County may skip or repeat one or more of the steps in the disciplinary process. No employee shall be reduced in pay or position, suspended, discharged, or removed except for just cause.

Section 8. No employee shall be suspended or terminated without first be given the opportunity to participate in a Pre-Disciplinary Conference (PDC) conducted by a designee of the Department of Human Resources. At said conference, the employee may show cause why the disciplinary action should not be imposed. The employee and Union shall receive notification in writing at least three (3) working days prior to the conference. Such notice shall include a copy of the Request for Disciplinary Investigation submitted by the Supervisor and documents submitted with the Request for Investigation, date of the conference, time and location of the conference, nature of the offense and the right to Union representation. If a Union representative (i.e., a Union staff representative, an officer, a steward or alternate steward) cannot be available to attend at the time the PDC is originally scheduled by the County, the Union shall immediately notify the Department of Human Resources and shall concurrently notify the Department of Human Resources with a minimum of three (3) different alternative dates and times to reschedule the PDC within the five (5) calendar day period following the original date. The County shall re-schedule the PDC to take place when a union representative is available within the five (5) calendar day period. It shall remain the Union's responsibility to ensure that a Union representative is available and present at the PDC. A PDC that is re-scheduled shall not be re-scheduled again and the PDC shall go forward unless the County determines it necessary to again re-schedule.

Section 9. Any disciplinary action entered into an employee's personnel record as maintained by the Department of Human Resources shall be subject to the Grievance Procedure.

ARTICLE 10: GRIEVANCE PROCEDURE

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

An employee wishing to submit a formal grievance shall reduce the grievance to writing and submit it to employee's supervisor.

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

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

Step 1. Immediate Supervisor

An employee who has a grievance shall provide a copy of the written grievance to their immediate supervisor within ten work days after the events upon which the grievance is based. For the following issues: time balances or bi-weekly pay, an employee who has a grievance shall provide a copy of written grievance to their supervisor within ten (10) days of either the date of the event or the date the employee reasonably should have known of the alleged violation, whichever is later, but within thirty (30) day of the event. The supervisor and/or his designee shall conduct a meeting with the grievant accompanied by a steward within five (5) work days of receipt of the written grievance,

their unless mutually agreed otherwise. The supervisor shall give a written answer to the employee and steward within five (5) work days of the meeting and shall verify the date, time, and result of such meeting.

Step 2. Director/Administrator/Designee

If the grievance is not satisfactorily settled at Step 1, it must be received in writing by the Administrator or designee of the appropriate unit from the Union within seven (7) working days after the receipt of the Step 1 answer. Within ten (10) working days thereafter, the Director/Administrator and/or their designee(s) shall meet with the designee(s) of the Union in an attempt to resolve the grievance. No more than two Union representatives may attend discussion of each grievance unless agreed to by the Employer. The County shall not unreasonably withhold agreement to additional Union representatives. The Grievant may also attend if mutually agreed to by the parties. Within ten (10) working days after the Step 2 meeting, the Administrator and/or their designee shall give a written answer to the Union. Designees of the appropriate administrator shall possess the same authority to handle grievances.

A policy grievance may initially be filed by the Union in writing at Step 2 no later than 15 work days after the events upon which the grievance is based. A meeting shall be conducted and a written step 2 answer given following the same timelines listed in Paragraph A above. A policy grievance is defined as one that affects a group or classification of employees similarly arising from the same event or set of facts. The Union will caption each policy grievance as "policy grievance" and shall state the specific division(s) of the County where the grievance arose.

Step 3. Department of Human Resources

If the grievance is not satisfactorily settled at Step 2, it must be received by the Deputy Director of Human Resources for Employment and Labor Relations or their designee from the Union within seven (7) working days after receipt of the Step 2 answer. The designee of the Department of Human Resources shall consider the grievance at the Step 3 Grievance meeting to be held no later than 30 working days from receipt of the grievance. Multiple grievances may be heard at a Step 3 meeting with mutual agreement of the parties. A Union representative may join the meeting. Within twenty (20) working days after the Step 3 meeting, the County's Step 3 designee shall give a written answer to the Union.

Step 4. Arbitration

Arbitration. If the grievance is not satisfactorily settled at Step 3, the Union may, within thirty (30) calendar days after the receipt of the Step 3 answer, submit the issue to arbitration. The Union shall notify the Department of Law in writing of its intent to arbitrate. In lieu of selecting from an FMCS or AAA panel, the Union and the County's Director of Law or their designee may jointly agree to appoint an Arbitrator. In the event the parties do not agree on an Arbitrator, the Union must notify the FMCS or AAA and the Department

of Law In writing within 45 calendar days from the date of the Union's original written submission to arbitration that the Union is requesting FMCS or AAA to supply a list of seven (7) impartial persons qualified to act as an Arbitrator. The requested panel shall be limited to the FMCS or AAA sub-region for Northern Ohio who are members of the National Academy of Arbitrators. If a panel is requested, the parties shall use the striking method to select an Arbitrator within thirty (30) calendar days of receipt of the panel from FMCS or AAA. Prior to striking, either party shall have the right to reject the initial panel in its entirety and request that a second panel be obtained from FMCS or AAA. Upon selection of the arbitrator, the parties shall promptly notify the arbitrator and schedule a date for hearing. The fees and expenses of arbitration shall be borne equally by the parties to the arbitration. If there is no mutual agreement on an arbitrator and no written request for a FMCS or AAA panel within the 45 calendar day timeframe following the Union's original written submission, the grievance shall be deemed fully and finally resolved on the basis of the last written response of the Employer. Where one of the parties to the arbitration is an individual bargaining unit member, and not the Union, the Arbitrator may require the individual bargaining unit member to pay a reasonable deposit to secure payment of the Arbitrator's fees and expenses.

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

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

Section 4. The time limits set forth in the grievance procedure may only be extended by written mutual agreement of the appropriate County representative for each step of the grievance procedure and the Union. Working days as used herein shall not include Saturdays, Sundays, or holidays.

Section 5. Employee evaluations, job evaluations and job descriptions and/or job classifications, promotional probationary failure resulting from promotions by the upgrading by seniority, job bidding procedure, and probationary failure under the Layoff Article of this Agreement, shall not be subject to the provisions of the grievance procedure; except that any claim of personal prejudice or Union discrimination which results in a promotional probationary failure may be taken up as a grievance. Provided, however, that the County recognizes the right of the employee to appeal to the grievance procedure any disciplinary action based upon failure to meet the required standards of job performance, including the fairness of the standard.

ARTICLE 11: PROBATIONARY PERIOD

Section 1. New employees shall be considered to be on probation for a period of 180 calendar days. The probationary period shall begin on the first day of active pay status. The County shall have sole discretion to discipline or discharge such probationary employees, and such actions during this period cannot be reviewed through the Grievance Procedure or otherwise affected by this contract, provided however, the County will not discharge a probationary employee because of Union membership or Union activity. The probationary period shall be tolled for the duration of any absence of five (5) or more consecutive workdays.

Section 2. Each new employee shall receive an evaluation by their immediate supervisor as soon as possible after the completion of the first half of their probationary period (ie. Ninety (90) days.) Each new employee shall receive a final probationary evaluation by their immediate supervisor before the end of their probationary period.

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

ARTICLE 12: SENIORITY

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

Section 2. Within thirty (30) days after the signing of the contract and every six (6) months thereafter the County shall provide the Union with a copy of a current seniority list. The Union shall be given an opportunity to meet with the County to review the seniority list if necessary to correct any errors.

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

- A. Quits or resigns;
- B. Is discharged for just and proper cause;
- C. Is laid off for a period of more than twenty-four (24) consecutive months;

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

Section 4. Bargaining unit seniority shall be defined as the length of time an employee is employed by a Division (including elected officials that existed prior to the change in the form of County government) that is now included within the Cuyahoga County Fiscal Office including Fiscal, Board of Revision, Recorder, Treasurer, Auditor and Auto Title (formerly with Clerk of Courts).

Section 5. Classification seniority is the length of time an employee has been continuously employed in a particular classification covered by this Agreement.

Section 6. A bargaining unit employee promoted to a supervisory position and who is subsequently returned to the bargaining unit during the probationary period related to that promotion shall not forfeit any of the employee's seniority. The employee shall be returned to their original position if it has not been filled, or if the employer determines there is a vacancy. If the position has been filled, the employer will use best efforts to return the employee to a similar position. However, return of employee to the bargaining unit does not guarantee return to the employee's original position if the position has been filled.

ARTICLE 13: HOURS OF WORK AND OVERTIME

Section 1. Employees shall be scheduled, as needed, to meet the operational needs of the County. The County reserves the right, as operational needs and conditions require, to establish and change the hours of work, starting and/or ending times of any shift, and/or schedules of hours. In the event it is necessary to reduce the regular work week below forty (40) hours, the County will, before implementing such decision, first meet with the Union to obtain its input. The Employer shall not implement any permanent change in hours of work, a shift or a schedule without first providing the Union and affected employees with thirty (30) days prior written notice. Except as noted below, employees with the most Departmental Seniority within the affected classification shall have the right

of first refusal to any new shift or schedule. In the event that a sufficient number of employees do not volunteer to work the new shift or schedule, then employees with the least amount of seniority in the affected classification shall work the new shift or schedule.

Section 2. The County shall be the sole judge of the need for overtime work. Bargaining unit employees shall be compensated at time and one-half (1.5) their regular hourly rates for all hours worked in excess of forty (40) in one week. In lieu of overtime pay, employees may elect to receive 1.5 hours of compensatory time for every hour the employee would have received overtime pay. The computation of the Overtime rate under this Agreement shall be based upon one and one-half times the hourly rate in effect when the overtime work is performed.

Section 3. Approval of compensatory time off shall be at times that are mutually agreed to by the employee and the employee's supervisor and shall be based on operational needs. The request shall not be unreasonably denied. If a request is made Monday through Thursday, employees must provide at least 24 hours advance notice in writing of their compensatory time off requests, or less if a supervisor accepts shorter notice to be eligible to use compensatory time. If a request is made on Friday through Sunday, employees must provide at least 72 hours advance notice in writing of their compensatory time off requests, or less if supervisor accepts shorter notice to be eligible to use compensatory time.

Section 4. Compensatory time off must be taken within 180 calendar days of its accrual or it will be converted into cash payment. Employees may request one (1) extension, up to six months, to use compensatory time beyond 180 calendar days of its accrual or it will be converted into cash payment. The employee may request conversion to a cash payment after ninety (90) days.

Section 5. For purposes of computing overtime pay, holidays, vacation leave and any other time in active pay status, except sick leave, shall be counted as hours and days worked.

Section 6. LEAD WORKER

- A. When operational needs of the Fiscal Office require, the County may assign another employee, in the absence of supervision, as a lead worker to lead other bargaining unit employees and shall be paid a lead worker premium of One Dollar Seventy-Five cents (\$1.75) per hour additional to his/her applicable rate of pay for such time so assigned.
- B. Lead worker assignments shall not be for less than one (1) full workday.
- C. Selection for lead worker will be made on the basis of skill, ability, and experience as determined by the County. If the individuals considered for the

lead worker are substantially equal, seniority shall govern.

Section 7. Employees shall be allowed a one (1) hour paid lunch period, which may be delayed or interrupted based on operational needs. If an employee is working a four day, ten hour schedule, then he or she shall be allowed a one hour and fifteen minute paid lunch period. The Employer will make a good faith effort not to delay or interrupt an employee's lunch break. In addition, County employees may receive two paid rest breaks of fifteen (15) minutes in duration. All rest breaks and lunch periods are to be scheduled by the employee's immediate supervisor based on the operational needs of the employees unit in accordance with the following provisions:

- a) There shall be one (1) fifteen (15) minute rest period for each four (4) hours worked.
- b) One rest break may be taken in the first half of the work day and one may be taken in the second half of the work day;
- c) Rest breaks shall not abut the end or beginning of the lunch period;
- d) Rest breaks and lunch periods cannot be used to make-up tardiness or quitting early. For example, an employee who is scheduled to end his or her day at 4:30 may not leave for the day at 3:30 p.m. and take his or her lunch from 3:30 to 4:30 p.m.
- e) An employee must return to work after a lunch period for that period to be considered a lunch period. For example, an employee may not take his or her lunch period from 12 p.m. to 1 p.m. and then take sick leave from 1 p.m. until the end of the day. The employee will be required to use his or her own leave time to cover the period from 12 p.m. to 1 p.m. If, however, the employee only used sick leave from 1 p.m. until 2 p.m. and returned to work for the remainder of the day, the 12 p.m. to 1 p.m. period would be considered a proper lunch period.
- f) When employees work beyond their regular quitting time the County shall provide each employee with additional rest periods as provided above. An employee may take a bathroom break when the need arises. These breaks are for use of bathroom facilities and may not be extended for other purposes.

Section 8. Overtime shall be offered to employees by classification seniority on a rotational basis. Overtime may be offered for a project and/or on an individual workload basis. Overtime offered and refused shall be counted as overtime worked. (Approved absence does not equal refusal.) The Employer shall have the ability to assign mandatory overtime starting with the least senior employee, on a rotational basis. Overtime accepted and not worked will be considered AWOL and subject to discipline pursuant to the County's Attendance Control policy, unless the employee's absence is excused by management. Overtime accepted and not worked may subject an employee to removal from the project unless absence is excused by management.

Section 9. For Auto-Title employees: When Auto Title employees are scheduled to work more than eight and a half (8-1/2) hours in a day, the Employer shall make a good faith effort to schedule lunch hours at 12:30 p.m. and 1:30 p.m.

Section 10. For Fiscal Transfer and Recording employees, the Employer shall make a good faith effort to establish a 4:00 p.m. cut-off for the public.

ARTICLE 14: REGULAR PART-TIME EMPLOYEES

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

- A. A regular part-time employee is defined as an employee who is regularly scheduled to work less than thirty (30) hours in a defined work week.
- B. Regular part-time employees will be selected by the posting procedure in accordance with Article 36, Section 4. Selections resulting from this posting procedure will not be subject to the grievance procedure.
- C. County will meet and discuss with the Union prior to implementing any need to further expand the use of part-time staff.
- D. It is not the County's intention to exercise its right to hire part-time employees for the purpose of replacing full-time employees with part-time employees.

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

- A. Pro-rated vacation in accordance with Article 22
- B. Pro-rated sick time accrual in accordance with Article 23.
- C. Pro-rated holiday pay in accordance with Article 21, Section 3.

ARTICLE 15: UNEXCUSED ABSENCE

Following the submission of a timesheet by an employee, the County shall notify any employee charged with unexcused absence time initiated by a supervisor that the timesheet has been amended. This notification shall be provided through the County's electronic time system (currently MyTime) and shall be given prior to docking an employee's pay. Employees may view the amount of unexcused absence time, the date it was taken, and the amount of time to be deducted through the electronic time system (currently MyTime). If a supervisor submits a timesheet on the employee's behalf, it is the employee's obligation to review the submission.

Section 1. The County's Attendance Policy, as set forth in Section 7.04 (Attendance) of the Cuyahoga County Department of Human Resources Employee Handbook (Employee Handbook), or any successor Attendance Policy in the Employee Handbook, is applicable to all employees subject to this collective bargaining agreement, except as otherwise set forth below.

Section 2. Tardies

a) If an employee is tardy, the employee may use paid time off to cover the time missed, in the following order: compensatory time, then vacation leave ("eligible paid leave"). Paid sick leave is not available for this purpose. To receive eligible paid leave, employees who are going to be late thirty (30) minutes or more must notify the County by calling the Fiscal Office call-in line. Auto Title employees working on a Saturday must call their supervisor, or if unavailable, a designated management representative. For clarification, an employee's use of eligible paid leave does not excuse the tardy.

b) In the event of an emergency, the Employer shall exercise its discretion in a non-discriminatory manner in determining whether to excuse a tardy.

Section 3. The County shall have the right to require a working suspension in lieu of an unpaid suspension.

Section 4. Upon full execution of this 2025–2026 Agreement, for purposes of initial implementation of the County's Attendance Policy as negotiated in Section 1 of this Article, any unexcused absence time previously accumulated by an employee will be removed as a one-time, non-precedential action.

ARTICLE 16: LABOR MANAGEMENT COMMITTEE

Section 1. In the interest of promoting sound labor-management relations, the County and the Union agree to hold quarterly labor management meetings unless both parties desire to cancel the meeting.

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

Section 3. A meeting agenda shall be prepared and distributed to the parties within 48 hours prior to the meeting. The Union shall also supply with the names of those Union representatives who will be in attendance.

Section 4. Labor-management meetings are not intended to, nor shall they result in, an alteration or modification of the labor agreement. Minutes shall be taken and reviewed at the end of the meeting.

ARTICLE 17: REPORT-IN PAY

An employee who reports to work on a regularly scheduled workday without previous notice not to report shall receive a minimum of four (4) hours work or four (4) hours pay in lieu thereof at the applicable hourly rate.

ARTICLE 18: CALL-IN PAY

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

ARTICLE 19: SHIFT PREMIUM

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

ARTICLE 20: INCLEMENT WEATHER

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

Section 1. WHOLE DAY CLOSING: If the County offices are closed for an entire day, all employees who were scheduled to work on that day shall be paid their regular straight time rate for any regular hours they were scheduled to work. Employees not scheduled to work on an inclement weather day due to vacation, sick leave, compensatory time, etc.,

shall be charged for the leave as though no inclement weather day was declared. For the purpose of this section, Article 19 (Report In-Pay) shall not be applicable.

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

Section 3. SEVERE WEATHER ABSENCE: When an employee is tardy or unable to report to work due to severe weather conditions on days that are not declared inclement by the County Executive, the employee must contact their supervisor no later than one hour after their starting time. The supervisor may authorize the use of accumulated

vacation, comp time, "early closing time" leave or leave without pay. Said authorization shall not be unreasonably denied. An employee who fails to contact their supervisor by one hour after their start time will be considered absent without leave for the time absent from work unless circumstances beyond the employee's control prevent such timely contact.

ARTICLE 21: HOLIDAYS

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

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

Section 3. To be entitled to holiday pay, an employee must be on the active payroll (i.e., actually receives pay) during the week in which the holiday falls. Further, to be entitled to holiday pay, employees must actually work the scheduled workdays before and after the holiday. For the purposes of this paragraph, prior approved vacation, verified funeral leave, verified accident or injury which requires hospitalization as in-patient or out-patient, bona-fide illness with physician statement, and any other written prior approved paid leaves of absence will be considered as hours worked.

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

Section 5. All employees who work on a recognized holiday shall receive eight (8) hours holiday pay in addition to time and one-half (1-1/2) their regular rate of pay for all hours worked on the holiday. If an employee is regularly scheduled to work more than eight (8) hours on a day upon which a holiday is recognized, he or she shall receive holiday pay for the amount of hours he or she is regularly scheduled to work, in addition to time and one-half (1-1/2) their regular rate of pay for all hours worked on the holiday.

Section 6. All regular full-time employees shall be entitled to one (1) personal day in each calendar year. The personal day may be used contingent upon the operational needs of the Employer. A written request for use of a personal day must be submitted at least twenty-four (24) hours in advance, except in the case of an emergency. In the event numerous requests are made for a certain day, seniority shall govern. A personal day

must be used in a full eight (8) hour increment. Probationary employees (new hires) are ineligible to use a personal day. A personal day cannot be accrued from one calendar year to another.

Section 7. The following is for Auto-Title only. If a holiday occurs and the bargaining unit member assigned to the Auto-Title department is scheduled for more than an eight (8) hour day, then holiday pay will be for eight (8) hours and any time in excess of the eight (8) hours which was scheduled for that day will be considered paid administrative leave.

ARTICLE 22: VACATIONS

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

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

Section 2. An employee becomes eligible to accrue vacation leave on the first day of employment with the County.

Section 3. The County shall permit an employee to accumulate and carry over employee's 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:

Less than 5 years	240 working hours
5 years but less than 15 years	360 working hours
15 years but less than 25 years	480 working hours
25 years or more	600 working hours

Once an employee's vacation leave balance reaches the maximum accrual allowance, no further vacation leave will accrue until the balance drops below the maximum amount.

Section 4. An employee's unused vacation leave accumulated while they were employed by a governmental subdivision other than the County cannot be transferred to the Fiscal Office, County Treasurer or Board of Revision. This does not affect an employee's service credit. The transferred employee's rate of accrual shall be determined based on the employee's total service credit (including credit earned at other governmental subdivisions of the State of Ohio).

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

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

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

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

Vacation leave requests shall not be unreasonably denied. (Note: Fifteen (15) minute increments may be granted consistent with past practice.)

Board of Revision: If operational needs and statutory obligations are met, the Board of Revision shall open the period from April 8th to April 30th for employees to schedule vacations.

ARTICLE 23: SICK LEAVE

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

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

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

Pay for sick leave shall be at the employee's regular straight time hourly rate (or portion thereof if absent for less than a full day).

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

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

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

Section 5. The following call-in procedures shall be utilized to be eligible for sick leave with pay: (a) for Board of Revision employees on all days and Auto Title employees on the weekends, an employee must call their supervisor or, if unavailable, a designated management representative, no later than one-half (1/2) hour before their scheduled starting time except for unusual circumstances beyond employee's control to be eligible for sick leave; (b) for all other employees and Auto Title employees on Monday through Friday, an employee must call the call-in line and leave a voice mail message or speak

to the call-in line representative no later than one-half (1/2) hour before employee's scheduled starting time except for unusual circumstances beyond employee's control to be eligible for sick leave with pay. When calling in for either procedure, the employee is only required to state he or she is sick. The employee is not required to identify the cause of the illness, injury or condition. If an employee is using non-intermittent approved FMLA leave, the employee is not required to call in to be eligible for sick leave.

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

Section 7. Any employee who has been on sick leave with pay for three (3) or more consecutive workdays may be required, at the discretion of the County, to provide a physician's statement before being permitted to return to work. In the case of an employee's injury or illness, the certificate shall indicate that the employee was under a physician's care, was advised by the physician to remain home from work, and that the employee is fit to return and to perform employee's duties. In the case of injury or illness of an immediate family member, the certificate shall indicate that the family member was under a physician's care and that the employee's presence was reasonably necessary for the health and welfare of the family member. An employee may also be required to provide such a physician's statement if the County determines that the employee has engaged in a pattern of abuse of sick leave and notifies the employee of an obligation to provide a physician's statement for any future sick leave absences. Such obligation shall continue for six (6) months or until the County determines that the employee is no longer engaging in a pattern of abuse, whichever is longer.

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

Section 9. Employees may donate accrued sick leave or vacation leave to a fellow County employee who has a serious health condition as defined under the FMLA and are in critical need of time off due to the condition. Employees receiving leave must be on a continuous absence of fifteen (15) or more days. Intermittent use of donated leave is not permitted.

To be eligible to donate sick or vacation leave, a bargaining unit employee:

1. Must voluntarily elect to donate leave to a designated recipient who has qualified for the donation program and does so with the understanding that donated leave which is used by the recipient will not be returned;

2. Possess a sick leave balance of at least one-hundred twenty (120) hours after their donation;
3. Is in active pay status at the time their sick time is to be used.

Bargaining unit employees may donate sick or vacation leave in eight (8) hour increments. Such situations will only be allowable when the receiving employee has exhausted all available paid leaves. The total length of time than an employee may be eligible to use donated sick or vacation leave for any single illness and/or injury arising from the same set of facts (e.g., a single auto accident) shall be limited to twelve (12) weeks in duration unless extended in the discretion of the Employer. The Employer shall not unreasonably deny an employee's second request for donation.

Section 10. Once a donating employee has designated the total amount of sick or vacation leave to be donated to a specified employee, the donation is irrevocable if it has been used by the recipient. The donated leave shall not be deducted from the donating employee until utilized by the ill/injured employee. Donated leave will be drawn from the first employee to donate to the specified employee until the donated leave hours are exhausted. Leave will then be drawn from other donating employees in chronological order based upon the date their donations were submitted to HR. Donations of leave will be deducted from the donating employees balance during the pay period the leave is actually utilized.

Section 11. A telemedicine or "Teladoc" session shall qualify as a physician statement. A telemedicine or "Teladoc" session may be demonstrated through a screenshot, email, or facsimile from the consulting physician or nurse practitioner. The employee is responsible for forwarding this information to Human Resources. Proof of a telemedicine session shall not qualify for a physician statement for the bona-fide illness exception for holiday pay in Article 21, Section 3; however, it will still qualify as a physician statement for sick pay.

ARTICLE 24: EXTENDED UNPAID SICK/MEDICAL LEAVE

Section 1. An employee shall be granted medical leave of absence without pay for a period of not less than five consecutive workdays but not to exceed six (6) months because of personal illness or injury that prevents the employee from performing the essential functions of employee's job (including medical conditions related to pregnancy or childbirth) or an illness/injury of an employee's child (including a child for whom the employee is the legal guardian), spouse, or parent, but not including the employee's parents in-law, supported by medical evidence satisfactory to the Employer if the employee has reported such illness or injury to the Department of Human Resources by not later than the second day of absence or as such circumstances would allow.

Section 2. To be eligible for leave pursuant to this section, the employee must (1) demonstrate that the probable length of absence will not exceed six months and (2) the

employee must present the Department of Human Resources at the time that the request is made with sufficient medical documentation acceptable to the Employer demonstrating that the employee is unable to perform the essential functions of employee's position and containing the probable period for which the employee will be unable to perform the essential functions of employee's position. If the need for leave is for the employee's covered family member under this Article, the documentation must also demonstrate that the employee is needed to care for the covered family member.

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

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

ARTICLE 25:
LEAVE PROVIDED PURSUANT TO THE FAMILY AND MEDICAL LEAVE ACT
("FMLA")

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

ARTICLE 26: BEREAVEMENT LEAVE

Section 1. An employee shall be granted five (5) days leave of absence with pay in the event of the death of a member of employee's immediate family. If additional time is needed, the Director may grant additional time off without pay.

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

Section 3. Full-time employees are entitled to up to three (3) days of paid leave for the loss of an uncle, aunt, first cousin, niece or nephew.

Section 4. In the event of the death of a relative not listed in Section 2 or 3, an employee may be granted a leave of absence for one (1) day to attend this funeral if within the State of Ohio or two (2) days when the funeral is outside the State of Ohio. The employee shall have the option of using vacation or taking the leave as an authorized unpaid leave of absence.

Section 5. To be eligible for bereavement leave or the leave referenced in section 4, the employee must provide appropriate documentation supporting the request for leave (e.g., obituary, funeral/memorial service program, death certificate, etc.) Bereavement leave must be used within six months of loss. Bereavement leave may be taken as a continuous period or an intermittent basis. If an employee needs additional time away from work, the employee may use accrued vacation leave, sick leave, compensatory and/or exchange time with supervisor's approval. If paid leave is exhausted, employee may request an unpaid personal leave of absence.

ARTICLE 27: JURY AND WITNESS DUTY

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 employee's regular pay and jury duty pay or witness pay for work absences necessarily caused by the jury duty or witness duty.

Section 2. To be eligible for jury duty pay or witness pay, an employee may either present to the County a jury 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, or present the jury warrant or witness warrant to the County.

Section 3. An employee who is a party to a lawsuit that is brought by or against a third-party other than the County shall be granted time off, without pay, to attend the Court proceedings. An employee may be permitted to use paid vacation leave, compensatory time, or exchange time in lieu of time off without pay for legal proceedings. The employee will furnish proof by showing the Department Head or designee the Court notification of the scheduled hearing. If an employee is a party to a lawsuit related to on-duty conduct that is properly within the scope of employee's employment, the County shall grant the employee a leave of absence with pay at his or her regular rate of pay to attend Court proceedings.

Section 4. If any employee is required to appear for jury duty or as a witness or attend a court proceeding, the employee should notify their supervisor by providing them with a copy of the jury summons or hearing notice as soon as reasonably practicable prior to the scheduled Court proceeding.

Section 5. If any employee is required to appear for jury duty or as a witness or attend a court proceeding, the employee shall not be required to report to their shift.

ARTICLE 28: MILITARY LEAVE

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

ARTICLE 29: PARENTAL LEAVE

Parental leave shall be provided in accordance with the County's Employee Handbook. Any changes to the Employee Handbook regarding parental leave provision shall be applicable to bargaining unit employees.

ARTICLE 30: UNION LEAVE

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

Section 2. The County shall pay employees for attendance at collective bargaining negotiations with the Employer. The County shall pay employees on the negotiating committee for two (2) four-hour preparatory sessions.

Section 3. Union stewards shall be granted one eight (8) hour day of paid leave per year to attend a Local 860 stewards' class. The Union shall provide a minimum of thirty (30) days-notice of the scheduled date of such class, a copy of the course curriculum, and a list of attendees. Stewards who are assigned after the date of the training will attend the next year's training. There will be one class per calendar year.

ARTICLE 31: EDUCATIONAL LEAVE

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

ARTICLE 32: PERSONAL LEAVE

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

ARTICLE 33: APPLICATION FOR LEAVE OF ABSENCE

All leaves of absence without pay, under Articles 31 and 32 herein, and any extension thereof may be applied for in writing to the Department of Human Resources, on forms supplied by the County, at least fifteen (15) working days prior to the proposed commencement of the leave except in serious and unusual circumstances. Notification of the approval or denial of their requested leave shall be given to the employee in writing within ten (10) working days after the submission of the request. Any denial of a requested leave of absence will include the reason for the denial.

ARTICLE 34: OTHER PROVISIONS REGARDING LEAVE OF ABSENCE

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

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

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

Section 4. An employee who fails to return to work at the expiration or cancellation of a leave of absence or who fails to secure an extension thereof prior to the date that they are scheduled to return shall be deemed to be absent without leave, except in serious or unusual circumstances.

ARTICLE 35: TEMPORARY TRANSFERS

Section 1. The County may temporarily transfer employees from one job classification to another job classification. Temporary transfers shall not be for less than one (1) full workday. A temporary transfer shall not exceed 90 calendar days except:

- A. To fill a vacancy caused by an employee being on sick or other approved leave of absence, or;
- B. To provide vacation relief scheduling, or;
- C. To fill an opening temporarily, pending filling of such opening.

Section 2. If the County temporarily transfers an employee to a higher rated job classification in the bargaining unit, he shall be placed at the lowest step in the pay range for the classification which provides a minimum of a five percent (5%) increase. If the rate of pay for the other job classification is lower, the employee shall retain employee's regular rate of pay.

Section 3. In the event it becomes necessary to extend the 90 day limitation on transfers, the County and the Union shall meet prior to the transfer.

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

Section 5. The County shall not transfer employees outside the bargaining unit unless the employee and the Union consents. If the County temporarily transfers an employee to a position that is outside of the bargaining unit, the County shall discontinue dues deduction and the employee shall be treated as a non-bargaining employee in all respects. The employee shall not be represented by the Union during the temporary transfer out of the bargaining unit. Subject to operational needs and at the discretion of the County, any employee who accepts such a transfer may be permitted to return to the bargaining unit upon written request.

Section 6. If the County transfers employees from within the Fiscal Office for dog tags or the land sale forfeiture, then the County shall request volunteers on the basis of bargaining unit seniority, provided employees are qualified. If a sufficient number of employees do not volunteer, then the County may force employees in the order of inverse bargaining unit seniority.

Section 7. A bargaining unit employee temporarily transferred to a position outside of the bargaining unit and who is subsequently returned to the bargaining unit within one (1) year shall not forfeit the employee's seniority.

ARTICLE 36: JOB BIDDING PROCEDURE

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

Section 2. For the purpose of these provisions, a "vacancy" is defined as a job opening created by an increase in the number of regular jobs available in a particular job

classification, or as an opening occurring in an existing job as a result of promotion, transfer, resignation, discharge or other termination of employment. The County shall determine where there is a need to fill such a vacancy.

Section 3. All bargaining unit positions shall be posted physically and electronically in such a manner to ensure bargaining unit employees receive notification of the vacancy. Selection for these positions will be made on the basis of skill, ability, and experience as determined by the County. If applicants are substantially equal, bargaining unit seniority shall govern. The County shall employ the following posting procedure. The County shall first post the position to employees in all bargaining units covered by this Agreement. If no individuals apply for the position, or none are qualified for the position, then the Employer may seek external candidates. The County will also repost the position to employees in all bargaining units covered by this Agreement at the same time it seeks external candidates.

Section 4. Whenever the County determines to fill a permanent vacancy within the bargaining unit and such a position is not filled through recall from a layoff list, or a list established by the PRC, a notice of such vacancy shall be posted on the County's bulletin boards for a period of seven (7) calendar days, not including the date of posting. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application, on forms supplied by the County. The County shall not be obliged to consider applications submitted after the seven (7) calendar day period for posting has expired or to consider applicants who do not meet the minimum job-related qualifications for the job. Postings shall contain the classification title, minimum rate of pay, education, and experience qualifications required for the vacant position, department, area of vacancy, shift, and a brief summary of the job duties. A copy of the application form shall be retained by the employee.

Section 5. The County shall have the right to hire any qualified external applicant for entry-level positions after exhausting the process contained in sections 3 and 4.

Section 6. A notice shall be posted showing the name of the applicant selected or indicating that no one was selected. Notice shall be posted at all locations. If no application is received, or if none of the applicants are qualified for the job, the County may fill the job hiring a qualified new employee.

Section 7. The selected applicant shall be notified in writing by the County of the effective date of the job bidding assignment as well as the location of the new assignment. If the employee's workload is not current as determined by the County, the job bidding assignment will be deferred a maximum of thirty (30) days to provide an orderly transition. No new assignments will be given to the employee during this period. The employee's failure to make the workload current will result in cancellation of appointment. A current workload is defined as that which is consistent with other members of the supervisory unit. Mitigating circumstances will be considered by the County.

Section 8. An employee's decision to formally accept a job bidding assignment to a posted position shall be binding.

Section 9. Employees who are promoted to a higher position within the bargaining unit shall be placed at that the lowest step in the appropriate pay range which provides a minimum of a five percent (5%) increase. Employees who are voluntarily or involuntarily demoted shall be placed at that step in the appropriate pay range which constitutes not less than a five percent (5%) decrease.

Section 10. An employee selected shall be considered to have qualified for the position when he satisfactorily performs the required duties with no more supervision than is required by other qualified employees in the same or similar positions and standards established by the County, and when he has completed the 180 day probationary period. The first evaluation will occur during the period between the 60th and 90th days of the probationary period. The second evaluation will occur between 160 and 180 days into the probationary period. The probationary period shall start on the first day the employee permanently is assigned the duties of the new position.

Section 11. The County will make every effort to provide an appropriate orientation course for an employee awarded a job under these provisions prior to work assignments. The probationary period shall be extended for a period equal to the amount of any leave of absence of five (5) or more consecutive work days which occurs during the probationary period. Further, the employee shall be given reasonable help and supervision during the time provided in Section 10. If, before the expiration of the probationary period the employee, in the opinion of the County, cannot qualify, the matter shall be discussed with the employee and employee's Steward. The employee may contact employee's Steward. Said discussion shall take place as soon as the County is of the opinion that a probationary failure may be considered. Following this discussion, the employee shall be given a reasonable period of time, not to exceed the term of the probationary period, to qualify.

Section 12. Should an employee fail to qualify during employee's probationary period for a position acquired through job posting, or voluntarily requests, the employee shall be returned to employee's former classification and to employee's former position; if such position is vacant, or a similar position within the same classification.

Section 13. All applicants for the job bidding vacancies shall be notified in writing of the outcome of their applications.

Section 14. When a vacancy in a bargaining unit classification arises that the County determines to fill at an Auto Title location, employees shall be given the opportunity to lateral transfer based on seniority. Lateral transfer rights shall be limited to transfers between offices at different geographical locations. The County reserves the right to implement administrative transfers without regard to seniority to meet operational needs, or to restructure or reorganize operations, or to insure compliance with non-discrimination policies or other legitimate reason. If practicable, prior to implementing administrative

transfers, the County shall seek volunteers. The County shall not implement administrative transfers for the purpose of undermining the lateral transfers rights established herein. A newly hired employee must have been in classification for six (6) months before being eligible for a lateral transfer. An employee who is laterally transferred shall not be eligible for another lateral transfer for a period of six (6) months.

ARTICLE 37: CIVIL SERVICE LAWS

No Section of the Civil Service Laws contained in Ohio Revised Code Chapter 124 shall apply to employees in the bargaining unit and it is expressly understood that the Ohio Department of Administrative Services, the State Personnel Board of Review and the Cuyahoga County Personnel Review Commission shall have no authority or jurisdiction as it relates to employees in the bargaining unit. Nothing in this Article is intended to limit the County's right to enact or amend reasonable Human Resources policies and procedures applicable to bargaining unit employees that may contain provisions similar to those contained in Chapter 124, as long as they do not conflict with the terms of this Agreement, including, but not limited to, the County's ethics policies limiting partisan political activities that are analogous to R.C. 124.57.

ARTICLE 38: LAYOFFS

Section 1. Whenever it is necessary because of lack of work or funds or whenever it is advisable in the interest of economy or efficiency to reduce the working force, employees shall be laid off based on inverse order of bargaining unit seniority provided that there are senior employees who, in the opinion of the County, are qualified to meet operational needs.

Section 2. An employee shall have the right on the basis of bargaining unit seniority to bump another employee within their own or lower rated job classification provided that the bumping employee is qualified to perform the functions of the job. An employee who bumps into another classification or a position in the same classification but in a different operational unit shall be required to serve a one-hundred twenty (120) day probationary period. An employee who fails such probationary period shall be laid off and placed on a recall list.

Section 3. If a vacancy exists in a lower rated classification, and the Employer has decided to fill it, the Employer shall offer the position to the senior employee to be laid off, provided the employee is qualified to perform the functions of the job, and there are no more senior qualified employees from the same or higher rated classification (rate of pay determines whether a classification is the "same or higher rated") as the vacancy on a recall list.

Section 4. Before any bargaining unit employee is notified of employee's layoff or a facility is closed, the County shall make a good faith effort to give the Union thirty (30) days

written advance notice of the impending layoff or closure and provide it with the opportunity to discuss the matter and provide input

Section 5. Affected employees shall be given a minimum of fourteen (14) calendar days advanced written notice of layoff.

Section 6. In the event an employee is laid off, employee shall receive payment for earned but unused vacation and for any unpaid compensatory time off as soon as reasonably practicable, but no later than thirty (30) calendar days after the effective date of layoff.

Section 7. Recall lists shall be created for each classification for which there is an employee who was laid off. The most senior employee on the list for a given classification will be recalled when a vacancy that the County determines to fill in that classification arises provided that the employee is qualified to perform the work.

Section 8. An employee on layoff will be given fourteen (14) calendar days' notice of recall from the date on which the County sends the recall notice to the employee by certified mail to employee's their last known address as shown on the County's official personnel records.

Section 9. It is the obligation of the employee to keep the County advised in writing of employee's current address which shall be the location that any notice (including notice of recall) is sent.

Section 10. If an employee fails to report back to work when recalled within the fourteen (14) calendar day period stated above, employee's employment shall be separated, unless satisfactory excuse is shown.

Section 11. In the event that two or more employees have the same date of entry into the bargaining unit, the employees shall be laid off alphabetically by their last names with "A" being the least senior and "Z" being the most senior (i.e., Employee with a last name beginning with an A, would be laid off before employee whose last name that begins with B).

Section 12. An employee who is laid off or who was displaced into a lower rated position shall be placed on a recall list for a period of twenty-four (24) months. The qualified employee with the most bargaining unit seniority shall be recalled if a vacancy that the employer determines to fill becomes available in the same or lower rated classification from which the employee was laid off or displaced.

Section 13. If the bargaining unit employees are laid off and are on a recall list, they shall be offered the opportunity to work prior to the Employer utilizing non-bargaining unit employees when the work subcontracted would be sufficient for a full time bargaining unit member. Compensation shall be at the contractual rate.

Section 14. For purposes of this Article only, the position titled "Scanning Reviewer" will be considered within the "Clerk" classification.

ARTICLE 39: JOB DESCRIPTIONS AND CLASSIFICATIONS

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

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

Section 3. The County shall make available to the Union the current job description for all jobs in all job classifications in the bargaining unit. Whenever a change occurs in the description of any such job, the County agrees to provide the Union with a copy of the new job description before the job description is put into effect. The employee whose job description has been changed shall also be provided a copy of the new job description before it is put into effect. Within thirty (30) days following the signing of this Contract the County shall furnish to the Union one (1) model job description for each job assignment within a classification.

Section 4. If substantial changes in the method of operation, tools or equipment, or a job occurs, or if a new job is established which has not been previously classified, the County shall meet with the Union for the purpose of placing the job in an existing classification or establishing a new classification. In the event the County and the Union are unable to reach agreement on placing the job into an existing classification, the job description shall be submitted to Step 2 of the Grievance Procedure as provided in Article 10.

ARTICLE 40: JOB AUDITS

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

Section 2. Within thirty (30) working days of receipt of the information the Department of Human Resources shall determine if the employee should be reclassified. An employee shall be reclassified when an employee is performing the essential functions of a different classification as listed in the classification specification covered by this Agreement at least 50% of the employee's time for a minimum of one hundred twenty (120) calendar days. Any changes to the percentages or time limitations in the County Code will supersede those listed in this Agreement. In the event of reassignment to a classification in a higher pay range, the employee shall be reassigned to the lowest step of the new pay range which provides at least a five percent (5%) increase. In the event of reassignment to a

classification having the same pay range as the employee's current classification, no increase will be received.

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

Section 4. Audit determinations shall be based upon the County job classification specifications. The Union shall be informed of the determination of all job audits at the time such determination is made. Employee may grieve a job audit in accordance with Article 10 and may file directly to Step 3.

ARTICLE 41: ORIENTATION AND TRAINING

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

Section 2. The County will provide training when it determines such training is necessary to enhance the ability of bargaining unit employees to perform their jobs. Bargaining unit employees may submit written requests with written supporting documentation, to the Employer for additional training that the employee believes is necessary to perform their jobs. The County shall not deprive an employee training opportunities for unreasonable, arbitrary or capricious reasons.

ARTICLE 42: EMPLOYEE EVALUATIONS

Section 1. Each employee shall be evaluated by employee's immediate supervisor at least once annually.

Section 2. The employee shall be given an opportunity to examine their evaluation and to discuss the findings with employee's supervisor and to sign the evaluation form to indicate that he has done so. The employee's signature shall be viewed as a representation that the employee reviewed the evaluation and does not indicate the employee's concurrence with the information contained therein. In the event an employee refused to sign an evaluation form, it shall be so noted on the form by the supervisor. The employee may submit a written statement containing comments or objections. The employee's statement will be attached to the form and filed in the employee's personnel record. Employees will receive a copy of employee's performance evaluation form and any attached statement.

Section 3. An employee may request a review of their evaluation within 30 calendar days from the date employee signed the evaluation. The Department head or their designee

will conduct the review in the presence of the employee. It may result in a higher score, a lower score, or the same score.

Section 4. Unless mutually agreed otherwise, an employee's qualified performance evaluation ratings shall not be used for layoffs, recall or wages.

ARTICLE 43: ADDRESS NOTIFICATION

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

ARTICLE 44: EMERGENCY EVACUATION PROCEDURE

The County shall, in consultation with the appropriate safety authorities, establish properly planned emergency evacuation routes and procedures at all of its locations. The County shall ensure that its EEP is appropriate for all employees, including, but not limited to, its disabled employees.

ARTICLE 45: SAFETY, SECURITY AND HEALTH

Section 1. The County shall provide a safe and healthy workplace environment. The County shall continue to make reasonable provisions for the safety and health of its employees. A safe environment and efficient work operation are of mutual concern to the County and the Union. The Parties mutually recognize the need for a work environment where all phases of work can be achieved safely, a better understanding and acceptance of safety principals is promoted, and the safety of employees and the general public is increased. Adequate security shall be provided at each primary work location of bargaining unit employees. The County shall make a good faith effort to provide armed security staff at each Auto Title location.

Section 2. All employees shall comply with work rules, regulations, and procedures concerning safety and health.

Section 3. The County shall make a good faith effort to provide armed security staff at each Auto Title location.

ARTICLE 46: AIR CONDITIONING/HVAC

The County shall attempt to provide air conditioning at all of its locations where bargaining unit employees are stationed as soon as current leases allow or at the time new leases are negotiated, whichever is sooner. At those locations which are presently air

conditioned, the County will make a good faith effort to provide that equipment is adequately maintained so as to be operable at all times.

Heating shall be provided at all locations where all bargaining unit employees are permanently stationed. The Employer shall make a good faith effort to provide that equipment is adequately maintained so as to be operable at all times.

If air conditioning malfunctions for at least 2.5 hours and the temperature increases to 80 degrees, employees, based upon operational needs, may use accumulated vacation or compensatory time for the balance of the work day.

ARTICLE 47: DIRECT DEPOSIT OF PAY CHECKS

Section 1. The County shall have the right to pay employees solely through direct deposit unless an employee can document that they made good faith efforts to obtain an account (e.g., savings or checking) and was unable to obtain one.

Section 2. The County shall make a good faith effort to correct pay shortage if employees have not received pay for their regular or overtime work hours. Where possible (e.g., if all action is in control of the County), such corrections shall be made as soon as reasonably practicable and not later than the next pay following receipt of the written notification by the employees to the Manager of the Division of Payroll.

Section 3. Where payroll mistakes result in employee overpayments, employees shall be required to repay such funds. The County and Union will meet and discuss reasonable repayment terms.

ARTICLE 48: LOUNGES/LUNCH ROOM

When the Employer establishes new locations where bargaining unit employees are regularly assigned, it shall provide an area which is usable as a lunchroom for the employees. The Employer agrees to provide an area which is usable as a lunchroom for the employees at current locations.

ARTICLE 49: AFTER-HOURS CALLS

Whenever an employee is called after hours and is required to perform employee's work, the employee shall be compensated for the time of the call.

ARTICLE 50: FIRST AID

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

ARTICLE 51: USE OF NON-BARGAINING UNIT EMPLOYEES

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

ARTICLE 52: MILEAGE

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

ARTICLE 53: PARKING

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

ARTICLE 54: LONG DISTANCE TRAVEL EXPENSE

Travel and mileage reimbursement shall be provided in accordance with the Cuyahoga County Travel Policy. Any future change to the Cuyahoga County Travel Policy shall also be applicable to bargaining unit members.

ARTICLE 55: IDENTIFICATION CARD

All bargaining unit employees upon the date of hire, shall be provided with a clip-on card, identifying him/her as an employee of the County and bearing a color photograph of the employee and employee's signature. Except as stated below, the County shall bear the cost of one (1) identification card only. This identification card shall be made available for inspection by the employee whenever asked for by administration of the County. It shall be mandatory that each employee display their ID card during the course of the employee's hours of work for security purposes. The ID card is not required to be worn in transit from the agency, and shall be presented upon arrival at any destination.

When the County determines that an identification card is worn out, through no fault of the employee, it shall be replaced at no cost.

At an employee's request, the County shall provide an updated ID card after the employee's seventh anniversary date of hire and thereafter after the passage of seven years from receipt of the updated card. Nothing in this Article is intended to limit the County's right to require that an ID card be updated whenever the County deems it appropriate.

ARTICLE 56: INSURANCE

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

Section 2. Effective no sooner than 30 days following the first day of the first month following full execution of this Agreement, bi-weekly employee contributions for medical, prescription drug, and ancillary (dental and vision) benefits shall be determined as follows for 2025 and 2026:

A) METROHEALTH PLAN

1. For the duration of the Agreement, the County shall offer an HSA plan through the MetroHealth System with no biweekly cost to employees.
2. For the duration of the Agreement, the bi-weekly contribution for a non-HSA plan offered through MetroHealth shall be 93% Employer; 7% Employee.

B) OTHER BENEFIT PLANS The Employer shall pay 86% of plan costs and the employees shall pay 14% of plan costs.

C) DENTAL AND VISION The Employer shall pay 86% of plan costs and the employees shall pay 14% of plan costs.

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

Section 4. The Employer shall be entitled to increase the cost containment features of the Flex Count plans which may include, but are not limited to deductibles 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 plans years with notification to the Union.

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

ARTICLE 57: SICK LEAVE CONVERSION

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

ARTICLE 58: WAGES

Section 1. Wage Increases

Wage rates for 2025 are set forth in Appendix B1 are inclusive of a two-percent (2%) General Wage Increase ("GWI") and shall be effective retroactive to the first day of the first full pay period in 2025; however, only those employees in active status in this bargaining unit as of the date this Agreement is ratified by County Council shall be eligible to receive the retroactive payment provided herein.

Effective the first day of the first full pay period of 2026, all employees shall receive a two-percent (2%) GWI. Wages set forth in Appendix B2 are inclusive of the two-percent (2%) General Wage Increase (GWI) and shall be effective on the first day of the first full pay period in 2026.

Section 2. Wage Grades:

Effective upon the first day of the first full pay period in 2025, there shall be two wage schedules, the "Fiscal Office/Board of Revision Schedule" and the "Appraisal Schedule".

The Fiscal Office/Board of Revision Schedule shall be comprised of the following classifications:

<u>Series</u>	<u>Classification</u>	<u>Grade</u>
<u>Board of Revision</u>	Board of Revision Associate	B
	Board of Revision Associate, Senior	C
<u>Fiscal Office</u>	Fiscal Office Clerk	A
	Fiscal Office Cashier	B
	Fiscal Office Associate	B
	Fiscal Office Associate – Auto Title	B
	Fiscal Office Associate, Senior	C
	Fiscal Office Examiner	D
	Accounting Specialist	E
	Accounting Specialist – Auto Title	E
	Payroll Specialist	E
	Weights and Measures Inspector	E

The Appraisal Schedule shall be comprised of the following classifications:

<u>Series</u>	<u>Classification</u>	
<u>Appraisal</u>	Appraisal Data Collector	
	Appraiser, Residential/Agricultural	
	Appraiser, Residential/Agricultural Senior	
	Appraiser, Commercial/Industrial	
	Appraiser, Commercial/Industrial Senior	

Section 3. Step Placement.

A new employee whose position is assigned to the Fiscal Office/Board of Revision Schedule shall be placed upon hire at the initial step of the assigned wage grade for their classification.

A new employee whose position is assigned to the Appraisal Schedule shall be placed at the step of the assigned wage grade based on the employee's credentials as set forth in Article 70.

The County shall have discretion to place a newly hired employee at an advanced step of the wage schedule based on prior documented experience directly related to the bargaining unit position. Placement of newly hired employees shall not be subject to Article 10 (Grievance Procedure) or Article 40 (Job Audits) of the parties' collective bargaining agreement.

Section 4. Step advancement for classifications assigned to the Fiscal/Board of Revision Schedule.

On the first day of the first full pay period in October 2025 and 2026, employees whose positions are assigned to the Fiscal Office/Board of Revision Schedule shall proceed automatically to the next step in the wage grade for their classification, up to the maximum step.

Section 5. Rate of pay for classifications assigned to the Appraisal Schedule.

a. Rate of pay. The Appraisal Schedule shall not have automatic step increases. Employee rates shall be commensurate with the employee's level of training and certification as set forth in Article 70, and as provided by this section.

b. Notification of credential. It is the employee's responsibility to inform the County upon the employee's receipt of an applicable credential or applicable qualifying education/experience towards obtaining a credential, or of any change related to applicable credentials. Notification includes submitting a copy of the required documents to Human Resources. Any new rate of pay will be effective on the first (1st) day of the first (1st) full pay period following the County's receipt of the notification.

c. Maintenance of credential, rate of pay, classification. It is the employee's responsibility to maintain their credentials. In the event the County learns or is notified of a change to the employee's credentials, including a credential loss, expiration, suspension, or other change in credential status, the County shall place the employee at the appropriate rate of pay for their classification and credential effective not later than the first (1st) day of the first (1st) full pay period following the credential change. Based on the credential change, the County may also reassign the employee to another classification for which the employee is credentialed. Any reduction of pay or position as a result of the application of this section shall not be subject to the grievance procedures.

Section 6. Overpayments. 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 employee's Union representative.

ARTICLE 59: SAFETY COMMITTEE

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

ARTICLE 60: SAVINGS CLAUSE

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

ARTICLE 61: MODIFICATION

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

ARTICLE 62: PRINTING

The County shall post the contract on-line and bargaining unit employees desiring one shall be given an opportunity to print a hard-copy.

ARTICLE 63: WAGE CONTINUATION

An employee who is injured at work may utilize the Wage Continuation Program pursuant to the Wage Continuation Policy of the County. This program provides for the continuation of regular wages while an employee is recovering from the injury which may continue for up to sixty (60) calendar days or until the employee has either returned to full duty or alternative work, whichever comes first. The employee must follow all requirements of the program, including use of a physician from a panel selected by the County for this purpose and completion of all forms. The program is entirely voluntary and the employee may opt-out of the program. In the event that the County revises or discontinues the Wage Continuation Policy, the revisions or discontinuation shall also apply to the employees covered by this Agreement.

ARTICLE 64: PRE-TAX DEDUCTION OF PERS CONTRIBUTIONS

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

ARTICLE 65: DRESS CODE

The Employer may establish a dress code for bargaining unit employees. Employees shall wear attire appropriate for the function they are performing and the location they are performing them. Employees who do not interact with the public in an office setting shall not be required to wear ties, suits, sport coats or other formal attire.

ARTICLE 66: TRAVEL TIME

Employees who are required to travel within their daily work schedule shall receive travel time.

ARTICLE 67: POWER OUTAGE

The Employer will release affected employees from work with pay when the power is out at the location where the employee is working for a consecutive period of 2.5 hours during regular work hours, provided however, that the Employer reserves the right to move employees to an alternate location if available without releasing them.

ARTICLE 68: WORKING OVER REGULARLY SCHEDULED QUITTING TIME

The County will compensate employees for all hours worked, including, but not limited to, hours worked after an employees' regularly scheduled quitting time.

ARTICLE 69: CREDENTIAL ACQUISITION/RENEWAL

The Employer reserves the right to determine, in its sole discretion, whether an employee shall be required to possess credentials or specific training or coursework. The Employer shall reimburse employees for the tuition cost of courses and/or training that are required by the Employer. If employees are required to possess and maintain a credential to perform his/her job duties, the Employer shall pay for the renewal fee and for pre-approved continuing education courses. The Employer shall also pay for other pre-approved continuing education courses not related to the maintenance of a credential, but related to the duties and functions the employee performs on behalf of the Employer.

ARTICLE 70: PILOT APPRAISAL APPRENTICESHIP PROGRAM

In an effort to hire, develop and maintain a sufficient number of appraisers in the Cuyahoga County Fiscal Office, the Union and the County agree to engage in a temporary pilot Appraisal Apprenticeship Program (the "Apprenticeship Program") for the duration of this Collective Bargaining Agreement ("Agreement"), i.e. January 1, 2025, to December 31, 2026.

The Cuyahoga County Fiscal Office retains the right to amend or terminate this program at any time.

The general terms of the Apprenticeship Program are as follows:

1. Employees in the Apprenticeship Program shall be subject to the terms and conditions of employment set forth in this Agreement except where otherwise specified. To the extent that existing County employees seek to become part of this Apprenticeship

Program, the County shall have the sole discretion to determine when and which interested employee(s) will be selected to participate in the Apprenticeship Program. The County's hiring decisions for the Apprenticeship Program shall not be subject to the grievance procedure under the Agreement.

2. Apprentices shall, at the time they begin the Apprenticeship Program, be hired to the Appraisal Data Collector classification. Apprentices shall be paid in accordance with the wage provisions of Article 58 and Appendix B.

- a. Beginning at the time they begin the Apprenticeship Program, Employees shall be subject to a probationary period of eighteen (18) months. The County reserves the right to unilaterally extend the probationary period.
- b. Within a reasonable period of time, Employees in the Data Collector classification shall complete all necessary qualifying education and experiential requirements and meet all other prerequisites for licensure as set forth by the Ohio Department of Commerce to become credentialed as Registered Appraisal Assistants.

3. Employees who become certified as Registered Appraisal Assistants as set forth in Section 2 shall be promoted to the Appraiser, Residential classification. Apprentices shall be paid in accordance with the wage provisions of Article 58 and Appendix B .

- a. Within a reasonable period of time, Employees working in the Appraiser, Residential classification shall complete all necessary qualifying education and experiential requirements and meet all other prerequisites for licensure as set forth by the Ohio Department of Commerce as set forth by the Ohio Department of Commerce to become certified as Licensed Residential Appraisers.

4. Apprentices who become certified as Licensed Residential Appraisers as set forth in Section 3 shall be promoted to the Appraiser, Residential Senior classification. Apprentices shall be paid in accordance with the wage grades set forth in Article 58 and Appendix B1.

5. Notwithstanding the terms of Sections 2, 3, and 4, the County shall retain the discretion to pay an employee at a higher rate than is provided for in Sections 2, 3, and 4 commensurate with the Apprentice's relevant experience.

6. Candidates for employment in the Apprenticeship Program shall be subject to all County pre-employment screening requirements and standards as set forth in the Cuyahoga County Employee Handbook.

7. The County may pay the reasonable cost of all preapproved certification, education, training, licensure requirements, and renewal fees in this Article, subject to the terms of the Repayment Agreement and the Fiscal Office Training & Continuing Education Policy.

The County may require, as a condition of employment with the County, that an Employee enter into a Repayment Agreement with the County.

8. The Apprenticeship Program will be managed by the Residential Appraisal Project Manager, who shall be responsible for overseeing and signing off on all certification, education, and training referenced in Sections 2 and 3.

9. The Residential Appraisal Project Manager shall be responsible to evaluate each Employees' performance. Employees will be evaluated in accordance with the guidelines set forth in this Agreement and according to the performance standards set forth in their job descriptions.

10. The terms and conditions set forth in this Article 70 shall apply solely to participants in the Apprenticeship Program.

ARTICLE 71: FLEX TIME

For the Fiscal Office and County Treasurer: The County may permit employees, at its discretion, to work a regularly scheduled shift with start times as early as 7:30 am and no later than 9:00 am. Requests for start times must be made in writing and shall be subject to approval by the employee's supervisor. Approval shall be based on the County's determination of operational needs and shall not be unreasonably denied. Appraisers shall be allowed to flex their work schedule based upon requests for appraisals and operational needs, provided the employee provides the supervisor at least three (3) work days' notice, or less if the supervisor accepts shorter notice. This Article shall not apply to Auto Title employees.

For Board of Revision: The County may permit up to three (3) employees, at its discretion, to work a regularly scheduled shift with start times as early as 7:30 am and no later than 8:30 am. Flex time opportunities shall be provided on a rotational basis. The County may permit flex employees to switch lunch times with non-flex employees based upon operational needs. The County shall not require employees to take lunch prior to 11:30 am.

ARTICLE 72: ESSENTIAL/NON-ESSENTIAL

If the Employer exercises its right to staff a skeletal crew and releases some employees at a County location, then the employees required to stay shall receive one hour of compensatory time for each hour of release time. In determining the skeletal crew the Employer shall first request volunteers. If a sufficient number of employees volunteer then the employees with the most bargaining unit seniority may work. If a sufficient number of employees do not volunteer, then the Employer may force in order of inverse bargaining unit seniority. At Auto Title locations, the Employer shall offer employees with the most bargaining unit seniority the right of first refusal, if a sufficient number of senior employees do not exercise their right to stay, then the Employer shall request volunteers.

If a sufficient number of employees do not volunteer, then the Employer may force in order of inverse bargaining unit seniority. At Board of Revision, opportunities to leave and/or remain shall be offered on a rotational basis.

ARTICLE 73: UNIFORMS AND TOOLS (WEIGHTS AND MEASURES)

Section 1. The County shall provide the following uniforms for Weights and Measures employees:

- a. Five (5) short sleeve (polo) shirts;
- b. Five (5) long sleeve shirts;
- c. Five (5) pair of pants

The County shall supply two (2) additional items during the term of the Agreement.

Section 2. Effective January 1, 2020, every year of the Agreement, the County will reimburse those employees that wear ASTM compliant steel toe or ASTM compliant composite toe work boots or a high visibility work jacket conforming to ANSI/ISEA 107-2015 Type R, class 2 or higher specifications, up to one hundred (\$100.00) dollars per year. Work boots and work jackets must be approved by the County. To be eligible for reimbursement, employees must provide original receipts for the purchase of work boots or work jackets. All original receipts will be retained by the County. All requests for reimbursement and receipts shall be submitted by January 31 of the appropriate year.

Section 3. The County shall provide employees the tools and equipment (which may include laptops, cell phones and printers) it determines are necessary for the employees to complete their job assignments. Tools and equipment provided by the County shall remain County property.

Section 4. The County shall make a good faith effort to ensure it provides employees with County vehicles to perform County functions.


ARTICLE 74: DURATION

This Labor Contract represents the complete understanding between the parties on all issues and shall become effective on the date of ratification by County Council and remain in full force and effect until 11:59 p.m., December 31, 2026 and, thereafter, from year to year unless at least ninety (90) calendar days prior to said expiration, or anniversary thereof, either party gives timely notice to the other of an interest to terminate the Contract. Within ten (10) calendar days after receipt of said notice a conference will be arranged to negotiate any proposals.

ARTICLE 75: EXECUTION

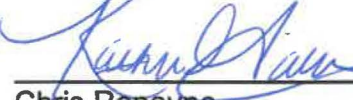
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

FOR THE UNION:



Anthony Liberatore, Jr.
Business Manager/Secretary-Treasurer

FOR THE COUNTY:



Chris Ronayne,
Cuyahoga County Executive
Or designee pursuant to EO2023-0003

July 28, 2025
Date

7/28/25
Date

Approved as to Legal Form:



Reid W. Stephan Assistant Director of Law

APPENDIX A

It is understood and agreed that the following positions assigned to the Cuyahoga County Fiscal Office, Cuyahoga County Treasurer's Office, and Board of Revision are included in the Bargaining Unit: (Consolidated of SERB Case No. 2014-REP-05-0067, 2014-REP-09-0106, and 2015-REP-03-0034) :

Included

- Accounting Specialist;
- Accounting Specialist- Auto Title;
- Appraisal Data Collector;
- Appraiser, Commercial/Industrial;
- Appraiser, Commercial/Industrial, Senior;
- Appraiser, Residential/Agricultural;
- Appraiser, Residential/Agricultural, Senior;
- Board of Revision Associate;
- Board of Revision Associate, Senior;
- Fiscal Office Associate;
- Fiscal Office Associate – Auto Title;
- Fiscal Office Associate, Senior
- Fiscal Office Cashier;
- Fiscal Office Clerk;
- Fiscal Office Examiner;
- Payroll Specialist;
- Weights and Measures Inspector.

Excluded:

- All other employees, all management employees, supervisors, and confidential employees as defined by Ohio Revised Code Chapter 4117 and seasonal and casual employees as defined by SERB.

**APPENDIX B1
2025 WAGE SCHEDULES**

Fiscal Office/Board of Revision Schedule

		NEW 1	NEW 2	NEW 3	NEW 4	NEW 5	NEW 6
A	Fiscal Office Clerk	\$21.06	\$21.48	\$21.91	\$22.35	\$22.80	\$23.26
B	Board of Revision Associate	\$22.58	\$23.04	\$23.51	\$23.99	\$24.48	\$24.97
	Fiscal Office Cashier						
	Fiscal Office Associate						
	Fiscal Office Associate – Auto Title						
C	Board of Revision Associate, Senior	\$23.83	\$24.97	\$25.47	\$25.99	\$26.53	\$27.07
	Fiscal Office Associate, Senior						
D	Fiscal Office Examiner	\$26.93	\$28.15	\$28.76	\$29.38	\$29.99	\$30.60
E	Accounting Specialist	\$28.05	\$29.33	\$29.97	\$30.60	\$31.24	\$31.88
	Accounting Specialist – Auto Title						
	Payroll Specialist						
	Weights and Measures Inspector						

Appraisal Schedule

	Mult		Rate
Appraisal Data Collector	0.79	ENTRY RATE	26.88
	0.82	upon satisfaction of 25% education towards RAA	27.90
	0.85	upon satisfaction of 50% education towards RAA	28.92
	0.88	upon satisfaction of 75% education towards RAA	29.94
	0.91	upon satisfaction of 100% education towards RAA	30.96
Appraiser, Residential	1.00	BASE RATE/ REGISTERED APPRAISAL ASSISTANT	34.02
	1.03	upon satisfaction of 20% education +20% experience towards LRA	35.04
	1.06	upon satisfaction of 40% education +40% experience towards LRA	36.06
	1.09	upon satisfaction of 60% education +60% experience towards LRA	37.08
	1.12	upon satisfaction of 80% education +80% experience towards LRA	38.10
	1.15	upon satisfaction of 100% education +100% experience towards LRA	39.12
Appraiser, Residential, Senior	1.06	MINIMUM RATE	36.06
	1.09	upon satisfaction of 20% education +20% experience towards LRA	37.08
	1.12	upon satisfaction of 40% education +40% experience towards LRA	38.10
	1.15	upon satisfaction of 60% education +60% experience towards LRA	39.12
	1.18	upon satisfaction of 80% education +80% experience towards LRA	40.14
	1.21	upon satisfaction of 100% education +100% experience towards LRA	41.16
	1.24	LICENSED RESIDENTIAL APPRAISER	42.18
	1.27	upon satisfaction of 33% education +33% experience towards CRA	43.21
	1.30	upon satisfaction of 66% education +55% experience towards CRA	44.23
	1.33	CERTIFIED RESIDENTIAL APPRAISER	45.25
Appraiser, Commercial/Industrial	1.15	MINIMUM RATE	39.12
	1.18	upon satisfaction of 20% education +20% experience towards LRA	40.14
	1.21	upon satisfaction of 40% education +40% experience towards LRA	41.16
	1.24	upon satisfaction of 60% education +60% experience towards LRA	42.18
	1.27	upon satisfaction of 80% education +80% experience towards LRA	43.21
	1.30	upon satisfaction of 100% education +100% experience towards LRA	44.23
	1.33	LICENSED RESIDENTIAL APPRAISER	45.25
	1.36	upon satisfaction of 33% education +33% experience towards CRA	46.27
	1.39	upon satisfaction of 66% education +66% experience towards CRA	47.29
	1.42	CERTIFIED RESIDENTIAL APPRAISER	48.31
	1.45	upon satisfaction of 33% education +33% experience towards CGA	49.33
	1.48	upon satisfaction of 66% education +66% experience towards CGA	50.35
	1.51	CERTIFIED GENERAL APPRAISER	51.37
Appraiser, Commercial/Industrial, Senior	1.24	MINIMUM RATE	42.18
	1.27	upon satisfaction of 20% education +20% experience towards LRA	43.21
	1.30	upon satisfaction of 40% education +40% experience towards LRA	44.23
	1.33	upon satisfaction of 60% education +60% experience towards LRA	45.25
	1.36	upon satisfaction of 80% education +80% experience towards LRA	46.27
	1.39	upon satisfaction of 100% education +100% experience towards LRA	47.29
	1.42	LICENSED RESIDENTIAL APPRAISER	48.31
	1.45	upon satisfaction of 33% education +33% experience towards CRA	49.33
	1.48	upon satisfaction of 66% education +66% experience towards CRA	50.35
	1.51	CERTIFIED RESIDENTIAL APPRAISER	51.37
	1.54	upon satisfaction of 33% education +33% experience towards CGA	52.39
	1.57	upon satisfaction of 66% education +66% experience towards CGA	53.41
	1.60	CERTIFIED GENERAL APPRAISER	54.43

**APPENDIX B2
2026 WAGE SCHEDULES**

Fiscal Office/Board of Revision Schedule

		NEW 1	NEW 2	NEW 3	NEW 4	NEW 5	NEW 6
A	Fiscal Office Clerk	\$21.48	\$21.91	\$21.35	\$22.80	\$23.26	\$23.73
B	Board of Revision Associate	\$23.03	\$23.50	\$23.98	\$24.47	\$24.97	\$25.47
	Fiscal Office Cashier						
	Fiscal Office Associate						
	Fiscal Office Associate – Auto Title						
C	Board of Revision Associate, Senior	\$24.31	\$25.47	\$25.98	\$26.51	\$27.06	\$27.61
	Fiscal Office Associate, Senior						
D	Fiscal Office Examiner	\$27.47	\$28.71	\$29.34	\$29.97	\$30.59	\$31.21
E	Accounting Specialist	\$28.61	\$29.92	\$30.57	\$31.21	\$31.86	\$32.52
	Accounting Specialist – Auto Title						
	Payroll Specialist						
	Weights and Measures Inspector						

Appraisal Schedule

	Mult		Rate
Appraisal Data Collector	0.79	ENTRY RATE	27.41
	0.82	upon satisfaction of 25% education towards RAA	28.45
	0.85	upon satisfaction of 50% education towards RAA	29.50
	0.88	upon satisfaction of 75% education towards RAA	30.54
	0.91	upon satisfaction of 100% education towards RAA	31.58
Appraiser, Residential	1.00	BASE RATE/ REGISTERED APPRAISAL ASSISTANT	34.70
	1.03	upon satisfaction of 20% education +20% experience towards LRA	35.74
	1.06	upon satisfaction of 40% education +40% experience towards LRA	36.78
	1.09	upon satisfaction of 60% education +60% experience towards LRA	37.82
	1.12	upon satisfaction of 80% education +80% experience towards LRA	38.86
	1.15	upon satisfaction of 100% education +100% experience towards LRA	39.91
Appraiser, Residential, Senior	1.06	MINIMUM RATE	36.78
	1.09	upon satisfaction of 20% education +20% experience towards LRA	37.82
	1.12	upon satisfaction of 40% education +40% experience towards LRA	38.86
	1.15	upon satisfaction of 60% education +60% experience towards LRA	39.91
	1.18	upon satisfaction of 80% education +80% experience towards LRA	40.95
	1.21	upon satisfaction of 100% education +100% experience towards LRA	41.99
	1.24	LICENSED RESIDENTIAL APPRAISER	43.03
	1.27	upon satisfaction of 33% education +33% experience towards CRA	44.07
	1.30	upon satisfaction of 66% education +55% experience towards CRA	45.11
	1.33	CERTIFIED RESIDENTIAL APPRAISER	46.15
Appraiser, Commercial/Industrial	1.15	MINIMUM RATE	39.91
	1.18	upon satisfaction of 20% education +20% experience towards LRA	40.95
	1.21	upon satisfaction of 40% education +40% experience towards LRA	41.99
	1.24	upon satisfaction of 60% education +60% experience towards LRA	43.03
	1.27	upon satisfaction of 80% education +80% experience towards LRA	44.07
	1.30	upon satisfaction of 100% education +100% experience towards LRA	45.11
	1.33	LICENSED RESIDENTIAL APPRAISER	46.15
	1.36	upon satisfaction of 33% education +33% experience towards CRA	47.19
	1.39	upon satisfaction of 66% education +66% experience towards CRA	48.23
	1.42	CERTIFIED RESIDENTIAL APPRAISER	49.27
	1.45	upon satisfaction of 33% education +33% experience towards CGA	50.32
	1.48	upon satisfaction of 66% education +66% experience towards CGA	51.36
	1.51	CERTIFIED GENERAL APPRAISER	52.40
Appraiser, Commercial/Industrial Senior	1.24	MINIMUM RATE	43.03
	1.27	upon satisfaction of 20% education +20% experience towards LRA	44.07
	1.30	upon satisfaction of 40% education +40% experience towards LRA	45.11
	1.33	upon satisfaction of 60% education +60% experience towards LRA	46.15
	1.36	upon satisfaction of 80% education +80% experience towards LRA	47.19
	1.39	upon satisfaction of 100% education +100% experience towards LRA	48.23
	1.42	LICENSED RESIDENTIAL APPRAISER	49.27
	1.45	upon satisfaction of 33% education +33% experience towards CRA	50.32
	1.48	upon satisfaction of 66% education +66% experience towards CRA	51.36
	1.51	CERTIFIED RESIDENTIAL APPRAISER	52.40
	1.54	upon satisfaction of 33% education +33% experience towards CGA	53.44
	1.57	upon satisfaction of 66% education +66% experience towards CGA	54.48
	1.60	CERTIFIED GENERAL APPRAISER	55.52

Side Letter of Agreement – Vacation Accrual Beyond Maximum Allowable Amounts

Notwithstanding Article 22, Section 3, employees shall accrue vacation beyond the maximum allowable amounts when vacations are discouraged or denied during the sexennial reappraisal.

SIDE LETTER ON CONSOLIDATION OF JOB CLASSIFICATIONS

Section 1. New Classifications. Effective retroactive to the first day of the first full pay period in 2025, the following classifications shall be created and represented by this Agreement.

- Board of Revision Associate
- Board of Revision Associate, Senior
- Fiscal Office Clerk
- Fiscal Office Cashier
- Fiscal Office Associate
- Fiscal Office Associate – Auto Title
- Fiscal Office Associate, Senior
- Examiner, Fiscal Office
- Accounting Specialist
- Accounting Specialist – Auto Title
- Appraisal Data Collector

Section 2. Consolidation Plan. Effective retroactive to the first day of the first full pay period in 2025, employees shall be assigned to new classifications (right column) based upon their current classification (left column). Effective upon the completion of each reassignment, the current classification (left column) shall be deleted.

Current classification	New Classification
Administrative Assistant 1 – Scheduler	Board of Revision Associate
Administrative Assistant 2 – Scheduler	Board of Revision Associate, Senior
Administrative Clerk	Fiscal Office Clerk
Clerk	Fiscal Office Clerk
Data Processor	Fiscal Office Clerk
Microfilm Technician	Fiscal Office Clerk
Scanning Reviewer	Fiscal Office Clerk
Secretary	Fiscal Office Clerk
Senior Clerk	Fiscal Office Clerk
Senior Data Processor	Fiscal Office Clerk
Title Clerk 1	Fiscal Office Clerk
Title File Clerk	Fiscal Office Clerk
Cashier	Fiscal Office Cashier
Account Clerk	Fiscal Office Associate
Administrative Secretary	Fiscal Office Associate
Administrative Assistant 1	Fiscal Office Associate
Fiscal Office Inquiry Assistant	Fiscal Office Associate
Senior Account Clerk	Fiscal Office Associate
Support Specialist	Fiscal Office Associate
Title Clerk 2	Fiscal Office Associate – Auto Title
Examiner, Fiscal	Fiscal Office Examiner
Examiner, Treasury	Fiscal Office Examiner

Accounting Technician	Accounting Specialist
Accountant 2	Accounting Specialist
Purchasing Agent	Accounting Specialist
Title Accountant 1	Accounting Specialist – Auto Title
Title Accountant 2	Accounting Specialist – Auto Title
Senior Payroll Officer	Payroll Specialist
Inspector	Weights and Measures Inspector
Data Collector	Appraisal Data Collector
Commercial Data Collector	Appraisal Data Collector
Residential/Agricultural Appraiser	Appraiser, Residential/Agricultural
Senior Residential Appraiser	Appraiser, Residential/Agricultural Senior
Lead Residential Appraiser	Appraiser, Residential/Agricultural Senior
Commercial/Industrial Appraiser	Appraiser, Commercial/Industrial
Senior Commercial/Industrial Appraiser	Appraiser, Commercial/Industrial Senior
Lead Commercial/Industrial Appraiser	Appraiser, Commercial/Industrial Senior

Section 3. Step placement for positions assigned to the Fiscal Office/Board of Revision Schedule.

Effective upon reassignment to their new classification as set forth in Section 2 of this Side Letter, an employee whose position is assigned to the Fiscal Office/Board of Revision Schedule as set forth in Article 58, Wages, shall be placed into the new step of the new wage grade for their classification based upon their current step of their current wage grade:

- Employees assigned to step 1, 2, 3, 4, 5, or 6 shall be assigned to NEW step 1.
- Employees assigned to step 7 shall be assigned to NEW step 2.
- Employees assigned to step 8 shall be assigned to NEW step 3.
- Employees assigned to step 9 shall be assigned to NEW step 4.
- Employees assigned to step 10 shall be assigned to NEW step 5.
- Employees assigned to step 11/"MAX" shall be assigned to NEW step 6.

Employees whose placement would result in less than a two-percent (2%) increase from their current base rate of pay shall be placed instead at the lowest step of the wage grade for their assigned classification that results in at least a two-percent (2%) increase.

Employees whose placement at the highest step (i.e., NEW step 6) of the wage grade for their classification does not result in at least a two-percent (2%) increase shall retain their current rate with application of a two-percent (2%) increase.

Section 4. Step placement for positions assigned to the Appraisal Schedule.

Effective upon reassignment to their new classification as set forth in Section 2 of this Side Letter, an employee whose position is assigned to the Appraisal Schedule as set forth in Article 58, Wages, shall be placed at the rate of pay for their classification based

upon their qualifications as set forth in Article 70.

Section 5. Limitations. 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.

Section 6. Removal and Expiration. The parties agree to remove this Side Letter from the successor collective bargaining agreement.

