

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**COUNTY OF CUYAHOGA (DEPARTMENT OF PUBLIC
WORKS, SANITARY SEWER)**

AND

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

JANUARY 1, 2024

Through

DECEMBER 31, 2026

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PREAMBLE

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

ARTICLE 1: RECOGNITION

Section 1: Union is recognized as sole and exclusive representative for all employees of the County in the job classifications of the bargaining unit for the purpose of establishing rates of pay, wages, hours and other conditions of employment, but including such classifications as are listed below:

Leadman
Operator
Sanitary Sewer Specialist
Sewer Maintenance Worker

Note: The parties will cooperate to jointly file a petition to amend the certification with SERB to add the Sanitary Sewer Specialist classification.

Section 2. The Union's exclusive bargaining unit includes the job classifications listed in Section 1 above. The County will not recognize any other union or organization as representative for any employee within such classifications.

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

ARTICLE 2: MANAGEMENT RIGHTS

The County 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 County 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 for lack of work or funds, 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 of the Sewer Section, and to utilize personnel in a manner designed to effectively and efficiently meet

these purposes. If the County first requests volunteers to perform such work from non-working bargaining unit members on the basis of seniority and has attempted to mandate in inverse order of seniority, and an insufficient number of bargaining unit members either voluntarily or involuntarily report to work, then the County shall have the right to assign Road and Bridge employees to work in those areas and in those classifications falling within the jurisdiction of this Collective Bargaining Agreement on an emergency, temporary, as needed basis. After eight (8) hours of continuous work, the County shall repeat the process of seeking bargaining unit members before continuing to assign Road and Bridge employees beyond eight (8) hours.

- D. To determine the size and composition of the work force, including the right to lay off employees from duty due to lack of work or lack of funds, or for the efficient operation of the County;
- E. To determine the hours of work, work schedules, and to establish the reasonable 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; and
- J. To determine and implement actions in emergency situations.

The prerogative of the County 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 provides written notification to the Union that any of its members are engaged in any such strike activity, as outlined, the Union shall immediately issue notice by 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. The Union will post an official Union communication on the bulletin

board to that effect. Violation of this Article may result in discipline if employees do not immediately cease in activity which is in violation of this provision.

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's 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 the employee 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's representation, 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 the 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 Agreement, or any date described in the employee's signed written authorization card, or transfer outside of the bargaining unit, whichever is earlier. The Union agrees to hold the County harmless, financial or otherwise, in regard 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 County deducts the incorrect amount of dues or fees from an employee's paycheck, the County shall correct the error as soon as reasonably practicable, but no later than the next payroll period after the payroll officer has been notified.

Section 8. The County 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: DRIVERS'/COMMERCIAL LICENSE

SECTION 1: All Employees shall be required to maintain a valid Class B Commercial Drivers' License, ("CDL"), together with appropriate endorsements and medical certification. At the present time, appropriate endorsements include Class B CDL and tanker endorsement. In the event that additional endorsements are required by law, the County will meet with the Union to discuss the change. Any employee, who at the time of ratification of this Agreement, does not possess a CDL with appropriate endorsement, must obtain such endorsement within thirty (30) days. Failure to obtain the appropriate endorsement will render the employee ineligible for employment and will result in removal. As a condition of employment, bargaining unit employees shall:

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

SECTION 2: An employee whose license becomes invalid, or who fails to maintain appropriate endorsements, or fails to provide required medical certification, shall be placed on leave without pay for up to ninety (90) calendar days, but may use accrued vacation, compensatory time or, if appropriate, accrued sick leave.

Following the expiration of the ninety (90) calendar day period, if the employee's license is still invalid for reasons other than illness/disability, the County may consider an employee's request to continue employment up to thirteen (13) months from the date of

loss of license to attempt to successfully reinstate the employee's CDL. If approved by the County, the employee will be paid at a reduced hourly rate of three dollars (\$3.00) less than the employee's current hourly rate. In all cases, if the employee fails to successfully reinstate their CDL within thirteen (13) months from the date of loss of license, then the employee's employment shall be terminated.

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

ARTICLE 6: UNION VISITATION

Section 1: Non-employee representatives of the Union shall have access to the County's buildings and facilities to meet with employees for the purpose of adjusting disputes, meeting individually with employees, holding a Union meeting with employees and ascertaining that this Agreement is being adhered to, provided, however, that there is no interruption of the County's working schedule. If the Union visitation is expected to impact or in any way impede work, the Union shall notify the Senior Supervisor if a field visit is necessary and to coordinate a time so as to minimize interference with operations.

Section 2: The County agrees to allow reasonable use of its building and facilities for the purpose of this Article upon obtaining prior approval and availability of space. Reasonable use shall mean use of facilities: (1) for a meeting not to exceed thirty (30) minutes immediately before the regularly scheduled workday and thirty (30) minutes before the end of the regularly scheduled workday; and (2) which does not interfere with the County's operations and responsibilities.

Section 3: Each representative shall sign in and inform the Superintendent or their designee immediately upon arrival at the premises and upon departure from the premises.

ARTICLE 7: BULLETIN BOARDS

The County shall provide the Union with bulletin boards where bargaining unit employees are assigned as their primary reporting location. All bulletin board notices of the Union shall bear the signature of an official of the Union. A copy of all posted notices shall be given to the designated employee of the Department of Human Resources prior to posting. No postings shall contain derogatory or abusive statements or depictions of the County or its employees. 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 8: UNION REPRESENTATION

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

Section 2. The County shall recognize up to six (6) stewards throughout the bargaining unit. For first (1st) shift, there shall be two (2) primary stewards and one (1) alternate. For second (2nd) shift, there shall be one (1) primary steward and one (1) alternate. 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 during work hours without loss of pay. In addition, Stewards may conduct investigatory interviews and handle other related union business during the first thirty (30) minutes or last thirty (30) minutes without loss of pay.

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

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

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

- A. An employee having a grievance as defined herein shall notify 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 this Article. If the employee elects, the County will endeavor to allow the same union steward to represent the employee throughout the grievance procedure.
- B. The steward must receive the consent of their immediate supervisor prior to leaving the steward's workstation 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 the steward's own department, the steward shall report first to the supervisor in charge and advise the 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 the steward's job, the steward shall first report to their own supervisor before resuming work if the supervisor is available (or if the 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. If available, office space shall be provided to the Union. The location of said space, shall be at the sole discretion of the County. The County will provide Union with space for a locked filing cabinet.

Section 9. The County will endeavor to transmit changes to policies, disciplinary action, or grievance responses concerning the bargaining unit or its members to the Union's Business Agent contemporaneous with transmission to the applicable employee and Union steward. The Union shall provide the County with the email addresses of assigned stewards.

ARTICLE 9: PERSONNEL RECORD

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

Section 3. If an employee, upon examining their 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 10: DISCIPLINE

Section 1. For the purpose of determining the severity of discipline being imposed on a current charge, the County shall not take into account any prior disciplinary action that occurred more than two (2) years prior to the date that the offense occurred. Except in emergency situations, the County shall issue a notification of discipline within forty-five (45) calendar days of the date of the Pre-Disciplinary Conference and shall not issue any discipline outside the forty-five (45) day time period. A disciplinary action that must be served, i.e. suspension, may be served outside of the forty-five (45) day time limitation as long the notice of suspension was issued within forty-five (45) calendar days.

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

Section 3. Any employee who has been disciplined by suspension or discharge will be given a written statement describing in detail the reason or reasons for which they have been suspended or discharged. In case of any discipline, the employee shall be advised of their right to have a Steward present. Further, if the employee so requests, they shall be granted a private interview with their Steward before the employee is required to leave the premises, except where an emergency circumstance may exist necessitating the immediate removal.

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

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

Section 6. Discipline must be applied in an objective, equitable and reasonable manner, and shall be progressive and corrective. 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. Whenever progressive discipline is appropriate, the County shall first issue oral counseling or coaching prior to disciplining an employee. Any employee may request a Union steward before and during the imposition of oral counseling (which is undertaken

outside the presence of other employees), and discipline. Oral counseling and/or coaching shall not be considered discipline.

Section 7. No employee shall be suspended or terminated without first be given the opportunity to participate in a Pre-Disciplinary Conference (PDC) conducted by a designee of the Department of Human Resources. At said conference, the employee may show cause why the disciplinary action should not be imposed. The employee and Union shall receive notification in writing at least five (5) working days prior to the conference. Such notice shall include a copy of the request for Investigation submitted by the Supervisor and documents submitted with the Request for Investigation, date of the conference, time and location of the conference, nature of the offense and the right to Union representation. Upon request of the employee, a Union agent and steward shall be present at the meeting. 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. Upon mutual agreement, the parties may extend the five (5) calendar day period when the Union Representative is unable to provide dates within the time frame allowed. It shall remain the Union's responsibility to ensure that a Union representative is available and present at the PDC. Unless otherwise mutually agreed upon, a PDC that is re-scheduled shall not be re-scheduled again and the PDC shall go forward unless the County determines it necessary to again re-schedule.

Section 8. Any disciplinary action entered into an employee's personnel record as maintained by the Department of Human Resources shall be subject to the Grievance Procedure. Oral counseling cannot be grieved as it is not discipline.

ARTICLE 11: GRIEVANCE PROCEDURE

Section 1. The term "grievance" shall mean an allegation by the Union, a bargaining unit employee, or group of bargaining unit employees 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 their 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. For purposes of filing grievances, work days shall not include Saturdays, Sundays or holidays (as designated by this Agreement).
- C) Grievances shall be presented on forms provided by the Union. The form shall contain:
- a. The aggrieved employee's name and signature;
 - b. The aggrieved employee's classification, division and unit assignment;
 - c. The date of event(s) leading to the grievance;
 - d. A description of the incident giving rise to the grievance and the article(s) of the contract alleged to have been violated;
 - e. Date that the grievance was filed at each step; and,
 - f. Desired remedy to resolve the grievance.
- D) Grievances concerning suspension or discharge shall automatically commence at Step 3 of the grievance procedure.
- E) Any grievance not answered by management within the stipulated time limits shall be considered to have been denied and may be appealed to the next step of the grievance procedure. Any grievance which is not processed to the next Step (by the employee and/or the Union) within the time limits provided herein shall be considered resolved based upon the Employer's last answer.

Section 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 (10) work days after the employee or the Union has knowledge or reasonably should have known of) the events upon which the grievance is based. The supervisor shall conduct a meeting with the grievant accompanied by a steward within five (5) work days of their receipt of the written grievance. 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. Maintenance Superintendent/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 and/or their designee(s) shall meet with the representative(s) of the Union in an attempt to resolve the grievance. No more than two Union representatives and a Steward may attend discussion of each grievance unless agreed to by the County. 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 Director 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 fifteen (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 Step 2. 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 thirty (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 a Federal Mediation and Conciliation Service (FMCS) 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 and the Department of Law in writing within forty-five (45) calendar days from the date of the Union's original written submission to arbitration that the Union is requesting FMCS to supply a list of seven (7) impartial persons qualified to act as an Arbitrator. The requested panel shall be limited to the FMCS sub-region for Northern Ohio who are members of the National Academy of Arbitrators. If a panel is requested, the parties shall use the striking method to select an Arbitrator within thirty (30) calendar days of receipt of the panel from FMCS. 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 within fourteen (14) calendar days of the receipt of the panel from FMCS. Upon selection of the Arbitrator, the parties shall promptly notify the Arbitrator and schedule a date for hearing. The fees and expenses of arbitration shall be borne equally by the parties. If there is no mutual agreement on an Arbitrator and no written request for a FMCS panel within the forty-five (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 County. The Arbitrator shall have no authority to modify or add to this existing agreement.

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 Step 2 of this Article, may be arbitrated on an expedited basis by agreement of the parties.

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

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

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

ARTICLE 12: PROBATIONARY PERIOD

Section 1. New employees shall be on probation for a period of one hundred and eighty (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. Newly promoted full-time employees will be required to successfully complete a probationary period for ninety (90) days. Should an employee fail to qualify for their promoted position, the employee will be returned to their former classification and position if such position is vacant.

Section 2. Probationary employees will be evaluated with respect to performance efficiency twice during their probationary period. The first performance evaluation will be completed within thirty (30) days of the conclusion of the first half of the one hundred

eighty (180) probationary period. The second evaluation will be completed within thirty (30) days of completion of the one hundred eighty (180) probationary period.

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

Section 4. In the event a probationary employee is absent five (5) or more consecutive work days, the probationary employee's probationary period shall be automatically extended by the number of consecutive work days the employee was absent.

Section 5. All new hire employees shall be required to obtain a class B CDL, with Tanker endorsement, by the end of their one hundred eighty (180) day probationary period.

ARTICLE 13: SENIORITY

Section 1. Seniority shall be defined as an employee's uninterrupted length of continuous service within 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 upon request 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, resigns, or retires.
- 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 full workdays unless a satisfactory 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. An employee who is reinstated to a position within the bargaining unit covered by this Agreement within ninety (90) days of a break in employment shall be credited with their accumulated seniority.

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

Section 6. Employees who are on a non-work-related leave of absence shall accumulate seniority for the first year of the leave. After one year of leave, the employee's seniority shall be frozen for the remainder of the leave. Employees who are on a work-related leave shall accumulate seniority for the duration of the leave.

Section 7. A bargaining unit employee promoted to a Supervisory position and who is subsequently returned to the bargaining unit within one (1) year of promotion shall not forfeit any of their seniority. The employee shall be returned to their position if it has not been filled, or if the County determines there is a vacancy. If the position has been filled, the County 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 14: HOURS OF WORK AND OVERTIME

Section 1: This article is intended to define the hours of work per day or per week to be placed in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as a guarantee of work per day or per week, or as preventing the County from restructuring the normal workday, workweek, establishing the work schedules of employees, or establishing part-time positions based on operational needs, productivity requirements, cost benefits, for the purpose of promoting efficiency or improving services. The workweek shall be 12:01 a.m. Sunday through 12:00 midnight on Saturday. Employees shall be scheduled to meet the operational needs of a twenty-four (24) hour, seven (7) day operation. The County shall be the sole judge of the necessity of overtime.

Section 2: SHIFT SCHEDULING/SHIFT PREMIUM

Employees shall be scheduled as needed to meet the operational needs of the County either five (5) eight (8) hour days or four (4) ten (10) hour days. The County reserves the right, as operational needs and conditions require, to establish and change the hours of work, starting and/or ending time of shift, and/or schedules of hours. The workday shall include a one-half (1/2) hour unpaid lunch unless there is an emergency

situation as stated below in Section 4.

All shifts start time will be set by the week. If a weekly schedule is made to include a Saturday, staffing of these shifts will be on a voluntary basis with senior employees receiving a preference. If no employee volunteers, then the shift will be assigned in inverse order based on seniority and classification.

A. Shifts are defined as follows:

First (1st) Shift: An employee for whom the majority of their hours of work fall after 7:00 a.m. and before 3:30 p.m.

Second (2nd) Shift: An employee for whom the majority of their hours of work fall after 3:00 p.m. and before 11:30 p.m. receives a shift premium of seventy-five cents (\$0.75) per hour.

Employees on Second (2nd) shift shall receive seventy-five cents (\$0.75) per hour. All shift premiums will be applicable to overtime rates.

B. Employees who are assigned a regular work schedule that includes Saturdays shall receive time and one half (1 ½) for all hours worked on Saturdays.

C. The County reserves the right to determine the number of employees that will work on each shift. If it is ever necessary to move employees between shifts, the County shall provide thirty (30) calendar days' notice. The County shall request volunteers from among the employees in the affected classification(s) prior to mandating employees based on seniority.

D. The County shall endeavor to make all reasonable efforts to provide any paid time off or other reduced schedules extended to or permitted to be worked by employees on First Shift, to employees on Second Shift a pro-rata basis.

Section 3: OVERTIME

All employees shall receive time and one-half (1 ½) their regular rate of pay for all hours worked in excess of eight (8) hours in a day for an eight (8) hour shift or in excess of ten (10) hours in a day for a ten (10) hour shift, and/or forty (40) hours in one (1) workweek. Sunday will not be considered part of the regular workweek schedule. If an employee does work on a Sunday, they will be paid at the rate of time and one-half (1 ½) their base wage.

Section 4: In the event of an emergency situation where an employee works through lunch and cannot, at any other point during the day take that lunch, the employee shall be eligible for overtime compensation for that lunch period. The employee shall obtain pre-approval from their supervisor for overtime compensation.

Section 5: In the event the County, based on operational needs, productivity requirements, cost benefits, for the purpose of promoting efficiency or improving services, significantly and permanently changes an employee's workday, workweek, or work hours, then the following procedures apply:

- A. Prior to implementing schedule changes, the County will act on the basis of fair and equal treatment of the employees.
- B. The County will meet and discuss the changes with the Union at least one (1) week prior to implementation of said change. Section 6: Calculation of overtime will not include sick leave. However, a paid holiday and/or vacation will be included in the calculation of overtime.

Section 6: The regular workday shall begin and end at the facility.

Section 7: The Employer shall have the option to offer compensatory time off in lieu of cash for approved overtime hours worked. Compensatory time shall be at time and one-half (1 and 1/2) and will be taken at a time mutually agreeable to the Employer. An employee desiring to use compensatory time shall be issued it in accordance with Federal Law.

Section 8: An Employee who is scheduled to work overtime who fails to report to perform the overtime assignment without following proper call-off procedures or without an excuse that is acceptable to the Employer, may receive unpaid/unexcused hours and be subject to disciplinary action.

ARTICLE 15: ASSIGNMENT AND DISTRIBUTION OF OVERTIME

Section 1: The Employer shall be the sole judge of the necessity of overtime and the staff needed to perform the overtime work. Overtime will be distributed by classification, based on bargaining unit seniority to the qualified employees on the list currently working on that type of assignment, that day, then distributed to the remaining qualified employees as provided below and based upon classification and bargaining unit seniority.

Section 2: Voluntary Overtime.

- (a) Each week, employees shall be given the opportunity to volunteer for overtime. The voluntary overtime list will run for one (1) week at a time and will only rotate for the week in which the list is posted. There shall be a separate volunteer list for holidays. The most senior employees who signed the lists shall have first priority for the assignment of overtime.
- (b) All employees wishing to sign the weekly overtime list must do so by 11:30 PM of the first full workday of the week. If for any reason the volunteer's availability changes, the employee must inform a supervisor before 4:30 PM on Wednesday so they can be removed from the list. If an employee removes their name from

the list after 4:30 PM on Wednesday, the employee will be ineligible to sign the overtime list for two (2) weeks.

- (c) If an employee voluntarily signs up for overtime, they must be available to work when called. Similarly, an employee who voluntarily signs up for overtime must answer their phone or return any missed phone call to the Supervisor on duty within fifteen (15) minutes of the missed call. Failure to fulfill the employee's obligations under this Section could be subject to discipline. First occurrence, verbal counseling. Second occurrence, verbal reprimand. Third occurrence, written warning. Fourth occurrence, suspension. Fifth occurrence, removal. Calling the supervisor back within the fifteen (15) minute timeframe does not guarantee overtime.
- (d) If a sufficient number of employees do not voluntarily accept overtime, then overtime shall be assigned according to the following procedure: All bargaining unit members shall be placed on a continuous rotation for overtime based on their bargaining unit seniority. The lists will be in order of seniority within the bargaining unit. The lists will rotate, meaning the last employee called is where management will resume calling.
- (e) Any employee found to be "skipped" shall be called first for the next round. Any employee wishing to opt out of being offered all *voluntary* overtime call outs shall be placed onto the DO NOT CALL list.
- (f) If there remains an insufficient number of workers, the County may send out a mass request for volunteers. The mass communication shall be by automated or computer-generated call if feasible. In the event such process is not feasible, the County may utilize a mass text procedure.
- (g) If a bargaining unit member is unable to receive text messages, such employee may notify the County and the County will telephonically call that employee.
- (h) The employer shall wait fifteen (15) minutes after the mass communication and shall accept volunteers on the basis of bargaining unit seniority.
- (i) In the event an insufficient number of members volunteer, the County shall then send a mass text communication advising bargaining unit members that an insufficient number of employees have volunteered and the County will be offering the overtime to Road and Bridge employees if additional bargaining unit members have not volunteered within fifteen (15) minutes.
- (j) After an additional fifteen (15) minutes, the County may utilize Road and Bridge employees in such rain, flood, and/or extreme weather events.
- (k) An employee desiring to be relieved of duty after eight (8) consecutive hours of volunteering and/or working a rain, flood, or extreme weather occurrence, may request to leave work. The County shall endeavor to mandate a replacement

employee either within the bargaining unit or offering the work to Road and Bridge. Local 860 bargaining unit members shall be paid double time for all hours worked in excess of eight (8) consecutive hours during the rain, flood, or extreme weather event.

Section 3: Extension of the Regular Work Day Overtime

- a. Overtime that is the extension of the current work day can be completed by the crew working on the job during normal work hours. If those employees are unable to work past the regular work day, then overtime shall be assigned as provided in Sections 1 and 2.
- b. In the event the County determines it necessary for there to be an extension of the regular workday, the affected employees may be required to complete the assignment up to a maximum duration of two (2) hours. The County shall make the first assignment for second (2nd) shift be the relief of any employee held past the conclusion of the regular workday. All mandated work after the conclusion of the regular workday shall be compensated at time and a half (1 ½) as required in Article 14. In the case of an emergency where the employee's presence is reasonably necessary for the health and welfare of an immediate family member, this workday extension provision shall not apply.
- c. Overtime will be distributed by classification, based on bargaining unit seniority to the qualified employees on the weekly volunteer list currently working on that type of assignment, that day, then distributed to the remaining qualified employees on the list based upon classification and bargaining unit seniority. If sufficient employees have not signed the Overtime list, qualified employees will then be mandated in reverse order of seniority.
- d. Employees who signed up on the voluntary overtime list referenced in Section 2 who work over four (4) hours on an extension of their work day (one or multiple times throughout the work week) will be skipped once during the rotation for the next available call out.

Section 4: An employee may not claim overtime pay with another form of premium pay for the same hours worked.

ARTICLE 16: UNEXCUSED ABSENCE NOTIFICATION

Following the submission of time by an employee, the County shall notify any employee charged with unexcused absence time that the time 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 time on the employee's behalf, it is the employee's obligation to review the submission. With respect to missed punches of the timeclock, upon notification from payroll, the employee's supervisor shall notify the employee.

ARTICLE 17: LABOR MANAGEMENT COMMITTEE

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

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 mutually agreed upon meeting agenda shall be prepared and distributed to the parties within forty-eight (48) hours prior to the meeting. The Union shall also supply with the names of those Union representatives who will be in attendance. The total number of stewards and alternates participating shall be limited to three (3) bargaining unit employees.

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

ARTICLE 18: 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 rate of time and one-half (1 and ½) of the employee's regular rate.

ARTICLE 19: INCLEMENT WEATHER

Whenever the Director of Public Works or designee declares a closing of the Harvard Avenue Maintenance Yard due to inclement weather, the following rules shall apply:

Section 1. WHOLE DAY CLOSING: If the Harvard Avenue Maintenance Yard is 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. When Harvard Avenue Maintenance Yard is officially closed due to weather related reasons, employees who are required to report to work shall receive compensatory time on an hour for hour basis for every hour worked in addition to eight (8) hours of pay at their regular hourly rate. Employees shall be entitled to a forty-five (45) minute grace period. In determining who shall report to work, the County

shall first request volunteers. If a sufficient number of employees volunteer, then the employees with the most seniority may work. If a sufficient number of employees do not volunteer, then the County may force in order of inverse seniority.

Section 2. PARTIAL (EARLY) DAY CLOSING: If the Harvard Avenue Maintenance Yard is closed after the start of a regular work day, directors or their designee shall have discretion to designate a skeletal crew who shall be required to remain at work as though no inclement weather day was declared. All employees not designated as part of the skeletal crew who reported for work and are present when the Harvard Avenue Maintenance Yard 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.

If the County exercises its right to staff a skeletal crew at Harvard Avenue Maintenance Yard, then the employees shall receive compensatory time on an hour for hour basis for every hour worked in addition to their regular hourly rate. The compensatory time must be exhausted within six (6) months or one-hundred-eighty (180) calendar days from the date of accumulation.

In determining the skeletal crew at Harvard Avenue Maintenance Yard, the County shall first request volunteers. If a sufficient number of employees volunteer, then the employees with the most seniority may work. If a sufficient number of employees do not volunteer, then the County may force in order of inverse seniority.

ARTICLE 20: 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, 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 their regular hourly rate. If an employee's work schedule is other than Monday through Friday, they shall receive eight (8) hours straight time pay at their regular rate for the holiday observed on their 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.

ARTICLE 21: 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:

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

Section 2. The County shall permit an employee to accumulate and carry over their vacation leave to the following year, but in no case shall vacation leave be carried over more than three (3) years. Forty (40) hours of earned vacation leave will be added to the vacation accrual record of the employee upon completion of five (5), fifteen (15) and twenty-five (25) full years of employment. The maximum accumulation amounts shall be set forth in the chart in Section 1.

Once employees surpass the maximum allowable vacation amount for their particular earning rate, they have a period of one (1) year from the date in which the maximum balance was surpassed to use or forfeit the time in excess of the allowable amount. An employee may donate their vacation time to another employee who has a serious health condition as defined under the FMLA and are in critical need of time off due to the condition, rather than forfeit it.

Section 3. An employee's unused vacation leave accumulated while they were employed by a governmental subdivision other than the County cannot be transferred to the County. Employees transferring to Public Works from a non-County governmental subdivision must work twelve (12) months before being eligible for vacation. This does not affect an employee's service credit. After the first twelve (12) months, the

transferred employee's rate of accrual shall be determined based on the employee's total service credit (including credit earned at other governmental subdivisions).

Section 4. If an employee is terminated (voluntarily or involuntarily) prior to taking their vacation, the 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 the employee's estate or in accordance with Revised Code 2113.04.

Section 5. With submission of appropriate proof, an employee who experiences illness, injury or death in the family while on vacation leave shall be permitted to change the time off to sick leave, if available, upon request.

Section 6. If a recognized holiday falls within an employee's vacation leave, the employee shall not be charged with a vacation day.

Section 7. From January 1st through March 14th of every year (the annual vacation selection period), employees will be given an opportunity to indicate their vacation leave preference through the County's electronic time system (currently MyTime) for the period from March 15th through March 14th of the following year. By April 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 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. Decisions to approve vacation requests for any employee who fails to make their vacation requests during the annual vacation selection period will be made as follows:

- (a) for any requests for vacation for the next day, decisions to approve shall be made on a first come first serve per location basis without regard to seniority. Employees submitting a request during their shift shall receive a decision by the end of the shift.
- (b) for any requests to use unscheduled vacation time for use during any day other than the following day, bargaining unit seniority shall be considered and the County shall provide an answer no later than twenty-four (24) hours after the request is made.

The Employee will receive a response to the unscheduled vacation request no later than twenty-four (24) hours of receipt of the request by their respective team leader or immediate supervisor, or sooner if practicable. If a request is made from Friday through Sunday (before 7 a.m.), the employee will receive a response to the unscheduled vacation request no later than forty-eight (48) hours of receipt of the request, or sooner

if practicable, by their respective supervisor or supervisor's designee. 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 requests shall not be unreasonably denied.

Section 8. An employee may request to cancel a scheduled vacation, except during a holiday week. For holidays, the employee must request to cancel a scheduled vacation day at least two (2) work days in advance.

ARTICLE 22: SICK LEAVE

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

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

Section 2. An employee who desires to call off from work due to illness, injury or a serious health condition shall call the Sick Line as soon as reasonably practicable, no later than one (1) hour before the employee's scheduled starting time.

Section 3. An employee who is rehired by the County within the applicable period under the law (currently 10 years under O.R.C. 124.38) shall be credited with the amount of unused, accumulated paid sick leave the employee 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 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 4. The County will furnish each employee with a written statement through the County's electronic time system (currently MyTime) showing the amount of their accumulated paid sick leave each pay period.

Section 5. An employee shall be granted sick leave with pay for illness or injury of the employee or a member of their immediate family, for medical, dental, or optical examination, or treatment of an employee or a member of their 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 their job would jeopardize the health of others. A pregnant employee shall also be granted sick leave for pregnancy provided the employee has accumulated

earned paid sick leave. For purposes of this paragraph, an employee's immediate family, is defined as their 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 6. To be eligible for sick leave with pay, an employee must report the reason (sick, FMLA, etc.) for their absence to the employee's supervisor or, if unavailable, a designated management representative, no later than one (1) hour before the employee's scheduled starting time except for unusual circumstances beyond their control. An employee who fails to notify the employer one (1) hour in advance of the employee's scheduled starting time of their absence will be subject to the following corrective action/discipline beginning at Subsection B as follows:

- A. First offense - Verbal Warning
- B. Second offense - Written Reprimand
- C. Third offense - One (1) day unpaid suspension
- D. Fourth offense – Three (3) day unpaid suspension
- E. Fifth offense – Five (5) day unpaid suspension
- F. Sixth offense – Termination

Corrective action issued under this Article shall remain in effect for one (1) year from the date of the last corrective action was issued, unless another offense occurs within the one (1) year period, in which case a new one (1) year period begins starting with the date that the subsequent corrective action was administered.

Section 7. 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 the employee's fitness to perform their required duties shall be a prerequisite to the 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 8. 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 their 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.

A telemedicine session may be demonstrated through a screenshot, or an email or facsimile from the consulting physician or nurse practitioner. Such a communication shall qualify as a physician statement. The employee shall be responsible for providing this documentation to Human Resources.

Section 9. Employees who are off work due to a job-related accident/injury or occupational disease shall have the following options for pay: sick leave, vacation leave, compensatory leave, or worker's compensation leave, whichever they prefer.

Section 10. Employees may donate accrued sick 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 15 or more days. Intermittent use of donated leave is not permitted.

To be eligible to donate sick 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 eighty (80) 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 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 that an employee may be eligible to use donated sick 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 weeks in duration unless extended in the discretion of the County. The County shall not unreasonably deny an employee's second request for donation.

Once a donating employee has designated the total amount of 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 recipient of the leave. 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 date/time their donations were submitted to HR. Donations of leave will be deducted from the donating employee's balance during the pay period the leave is actually utilized.

Section 11. An employee who is not absent from work other than for approved holidays, vacation, work-related injury leave (reported the day of the occurrence and requiring a physician's attention), or funeral leave during any six (6) month period, shall receive eight (8) hours of pay or eight (8) off with pay, to be taken at the

employee's discretion. However, the time must be used within six (6) months and the employee must provide twenty-four (24) hour prior notice.

ARTICLE 23: 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 (5) consecutive workdays but not to exceed six (6) months because of personal illness or injury that impedes the employee from performing the essential functions of their 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 County if the employee has reported such illness or injury to the Department of Human Resources by not later than the second (2nd) 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 (6) 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 County demonstrating that the employee is unable to perform the essential functions of their position and containing the probable period for which the employee will be unable to perform the essential functions of their 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 their covered family member under this Article continues beyond six (6) months, the employee shall be placed on a disability termination, the 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 County to submit to and satisfactorily pass a physical examination before being permitted to return to work. In the event of a difference of opinion as to the employee's physical status between the employee's physician and the County'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 County and the Union.

ARTICLE 24: LEAVE PROVIDED PURSUANT TO THE FAMILY AND MEDICAL LEAVE ACT ("FMLA")

The County shall have the right to administer FMLA leave to the full extent permitted by federal law.

ARTICLE 25: BEREAVEMENT LEAVE

Section 1. Bereavement leave shall be provided in accordance with the County's Employee Handbook. Any change to the Handbook regarding bereavement leave shall be applicable to bargaining unit employees.

ARTICLE 26: 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 at their regular pay. The employee shall provide a copy of the jury summons or court notification to their supervisor prior to their jury service or appearance, unless such notice was served less than twenty-four (24) hours prior to the appearance, then as soon as practicable.

Section 2. To be eligible for jury duty pay or witness duty pay, an employee shall turn in to the County a jury pay voucher or witness pay voucher showing the period of jury service or witness service and the amount of jury pay or witness pay received.

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. To be approved for such court leave, the employee shall provide a copy of the court notification to their supervisor prior to their appearance, unless such notice is served less than twenty-four (24) hours prior to the appearance, then as soon as practicable. 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 prior to the employee's appearance. If an employee is a party to a lawsuit related to on-duty conduct that is properly within the scope of their employment, the County shall grant the employee a leave of absence with pay at their regular rate of pay to attend Court proceedings.

Section 4. If any employee is required to appear for jury duty or subpoenaed as a witness, the employee shall not be required to report to their shift.

ARTICLE 27: MILITARY LEAVE

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

ARTICLE 28: UNION LEAVE

Section 1. Upon the written request of the Union Business Manager, a leave of absence without pay not to exceed seven (7) 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 and it does not impair operational needs.

Section 2. The County shall pay employees for attendance at collective bargaining negotiations with the County.

ARTICLE 29: EDUCATIONAL LEAVE

An employee may be granted a leave of absence without pay for educational purposes relating to the operations of the County per the Cuyahoga County Department of Public Works Training and Education Policy.

ARTICLE 30: 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 31: APPLICATION FOR LEAVE OF ABSENCE

All leaves of absence without pay 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 32: 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 their same or similar position within the 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 33: TEMPORARY CLASSIFICATION ASSIGNMENT

Section 1. The County may temporarily assign employees from one job classification to another job classification. A temporary assignment shall not exceed thirty (30) consecutive 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.

Section 2. If the County temporarily assigns an employee to a higher rated job classification in the bargaining unit, the employee shall be paid a job premium at the rate of three dollars (\$3.00) per hour for those hours worked in the higher rated job classification. If the rate of pay for the other job classification is lower, the employee shall retain their regular rate of pay.

Section 3. In the event it becomes necessary to extend the thirty (30) day limitation on assignment, the County and the Union shall meet to discuss the matter.

Section 4. The County shall not temporarily transfer an employee out of the bargaining unit.

ARTICLE 34: PROMOTIONS AND VACANCIES WITHIN THE BARGAINING UNIT

Section 1. When permanent vacancies in the bargaining unit occur, or new jobs within the bargaining unit are created, the County shall post a notice of the opening or openings, stating the job classification, a brief description of the work to be performed, the qualifications required to perform the job, the rate of pay, location, shift and the time bidding will be closed. Such notice shall remain posted for a minimum seven (7) calendar days.

Employees who wish to be considered for the posted jobs must file written application with the Department of Human Resources by the end of the posting period. Applications shall be made on forms provided by the County for this purpose and, upon request, the employee shall be provided with a copy.

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

- a. seniority
- b. training
- c. education
- d. experience
- e. job performance
- f. disciplinary action (limited to the past two (2) years), absenteeism
- g. temporary assignments

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

Section 4. The employee awarded the job shall follow the Probationary provisions in Article 12.

Section 5. Probationary employees shall not be eligible for promotion.

ARTICLE 35: 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.

ARTICLE 36: LAYOFFS, BUMPING, FACILITY CLOSURES, RECALLS

Section 1. Whenever it is necessary because of lack of work or funds or whenever it is advisable in the interest of economy or efficiency to reduce the working force, employees shall be laid off based on inverse order of seniority within their job classification(s). Prior to a layoff, the County shall consider normal attrition. Decisions regarding layoffs, including but not limited to, the number of employees to be laid off and the timing of layoffs, shall remain the exclusive right of the County, except as limited by this agreement. An employee shall not be laid off until the employee has been given the opportunity to exercise any bumping rights provided herein.

Section 2. An employee shall have the right on the basis of bargaining unit seniority to bump another employee within the employee's own or lower rated job classification provided that the bumping employee is qualified to perform the functions of the job.

Section 3. If a vacancy exists in a lower rated classification, and the County has decided to fill it, the County 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 their 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. But in all cases of layoff, the County shall not give any less than fourteen (14) days written notice.

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

Section 6. In the event an employee is laid off, the 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 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 the 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, their 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., Mr. A would be laid off before Mr. B.).

Section 12. An employee who is laid off or who was displaced by virtue of bumping into a lower rated job classification 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 County determines to fill becomes available in the same or lower rated job classification from which the employee was laid off or displaced by virtue of bumping.

ARTICLE 37: JOB DESCRIPTIONS AND CLASSIFICATIONS

Section 1. Each job description lists the essential duties of the particular job and shall include all functionally related duties.

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 three (3) 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 with the scope of work for each classification.

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

ARTICLE 38: 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 County for additional training that the employee believes is necessary to perform their jobs. The County shall not deprive an employee training opportunity for unreasonable, arbitrary or capricious reasons.

Section 3. All bargaining unit members shall receive paid job appropriate safety training.

ARTICLE 39: EMPLOYEE EVALUATIONS

Section 1. If the County re-implements Employee Evaluations, then each employee shall be evaluated by their 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 their supervisor and to sign the evaluation form to indicate that the employee 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 their performance evaluation form and any attached statement.

Section 3. An employee may request a review of their evaluation within thirty (30) calendar days from the date the employee signed the evaluation. The Department head or 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, recalls, or wages, but may be used for purposes of promotion pursuant to Article 34, Section 2 (e).

ARTICLE 40: FITNESS FOR DUTY EXAMINATION

Section 1. Where there is reasonable cause to believe that an individual employee is using, soliciting or is under the influence of drugs or alcohol at work, such employee will be directed to report to a County designated physician or medical clinic for a fitness for duty examination.

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

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

Section 4. When a supervisor has reasonable suspicion that an employee is impaired, the supervisor and one manager will complete a form which will be presented to the County Department of Human Resources the same day. If Human Resources determines that there is probable cause, IT shall arrange for a Fitness of Duty Examination and notify the Union prior to testing.

Section 5. An employee may also be referred for mandatory urine or breathalyzer tests to determine substance abuse under the following circumstances: (A) As part of a disciplinary probation for employees who have violated the County's drug and alcohol rules, or (B) For employees returning from leaves of absence if they have given management a reason to suspect possible illegal drug and/or alcohol abuse. Possible reasons to suspect substance abuse include, but are not limited to, documented evidence of deteriorating job performance or documentation of aberrant behavior in instances where these reasons arose in the six (6) month period immediately preceding the leave of absence. If the employee consents, then the County may refer the employee for a blood test.

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

Section 7. As concerns urine samples for drug testing, subject employees will undergo an initial screen (EMIT) test. For any positive results, a confirmatory test employing the gas chromatography/mass spectrometry (GC/MS) test will be used. The County will ensure that there is a continuous chain of custody of any sample taken from an employee. Specifically, the County shall ensure that each individual who handles the sample shall provide written documentation of test performed (or necessity for handling the sample), the date and time of the testing, and their name, as well as the next individual to whom the sample is delivered. Specimen collection will occur in a medical setting and every precaution shall be taken to ensure that the procedures shall not demean, embarrass, or cause physical discomfort to the employee.

Section 8. To the extent permitted by law, the results of any drug and alcohol screening test will be kept strictly confidential. An employee who tests positive for drugs and/or alcohol will have the opportunity to rebut the results. Copies of any such evaluation shall be provided to the County and to the individual tested. Where urine or blood samples have been taken, the samples will be preserved for a reasonable period of time and such employee will have the opportunity to take these samples to a reputable physician or laboratory of their choosing for re-testing.

Section 9. Employees who may be drug or alcohol dependent are encouraged to voluntarily seek professional assistance through a reputable treatment program. The County's Employee's Assistance Program (EAP) can provide counseling and referral. To the extent permitted by law, all records of an employee seeking medical rehabilitation for drug or alcohol dependency, either through EAP or otherwise, will be kept strictly confidential. Voluntary assistance should be sought before dependence affects job performance so as to endanger fellow employees or otherwise adversely impact the employee's ability to perform their job duties.

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

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

ARTICLE 41: EMERGENCY EVACUATION PROCEDURE (EEP)

The County shall, in consultation with the appropriate safety authorities, establish properly planned emergency evacuation routes and procedures at all of its locations. Once established, notice of said routes and procedures shall be permanently and conspicuously posted at each location, and appropriate emergency exit signs and arrows shall be erected. The County shall ensure that its EEP is appropriate for all employees, including, but not limited to, its disabled employees.

ARTICLE 42: SAFETY 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 principles is promoted, and the safety of employees and the general public is increased.

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

Section 3. Personal Protective Equipment ("PPE") provided by the County for the protection of employees shall continue to be provided by the County, if feasible.

Section 4. In the event of any declared public health emergency, absent an impossibility, the Employer shall endeavor to provide its employees respirators and/or face masks, goggles, face shields, rubber gloves, and place sanitation stations including soap and water and/or hand sanitizer at work locations.

Section 5. The County shall offer hepatitis inoculations to bargaining unit members free of any and all costs.

ARTICLE 43: 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 the employee made good faith efforts to obtain an account (e.g., savings or checking) and was unable to obtain one.

Section 2. Overtime Compensation Forms, Differential Sheets, and Time Adjustment Sheets shall be readily available near the timeclock. Employees shall complete Overtime Compensation Forms, Differential Sheets, and Time Adjustment Sheets daily. Employees are responsible for submitting such forms prior to leaving work for the day by either handing such forms to their supervisor, placing it in the proper receptacle, and/or transmitting an electronic copy via facsimile and/or picture email/text.

Section 3. On Saturdays, Sundays, Holidays, or whenever there is no supervisor available, employees shall transmit a completed form via scanner to their supervisor.

Section 4. Supervisors shall review each form for completeness and accuracy at the beginning of each shift. Supervisors shall transmit such completed forms to Payroll Daily. In the event supervisors are notified of mistakes to either Overtime Compensation Forms, Differential Sheets, and Time Adjustment Sheets, they shall ensure such errors or omissions are corrected and return correct forms to Payroll before 9:00 A.M. Monday morning of each week (even if Monday is an actual or observed holiday.)

Section 5. The County shall make a good faith effort to correct pay shortages if employees have not received correct pay for their 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, but no later than the following pay period following the receipt of the written notification by the employees to the Manager of the Division of Payroll.

Section 6. Where payroll mistakes result in employee overpayments, employees shall be required to repay such funds. The County shall not require employees to repay all over-paid funds in one lump sum. Instead, the County shall give the option to repay such overpaid funds pursuant to a structured payment plan with the County.

ARTICLE 44: LUNCHROOM

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

ARTICLE 45: FIRST AID

At each County location, a Red Cross type first aid kit will be maintained and made available.

ARTICLE 46: IDENTIFICATION CARD

All bargaining unit employees upon the date of hire, shall be provided with a clip-on card, identifying them as an employee of the County and bearing a color photograph of the employee and the 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 identification card during the course of their hours of work for security purposes. The identification 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, or upon management's discretion, it shall be replaced at no cost.

If an employee has not had an updated identification card within the last seven (7) years of the effective date of this agreement, and the employee's photograph is significantly different than the employee's current appearance, then the County shall provide the employee with an updated identification card. At an employee's request, the County shall provide an updated identification card after the employee's seventh anniversary date of hire and thereafter after the passage of seven (7) 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 47: INSURANCE

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

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

A) MetroHealth Plans

- 1) For all three (3) years of the Agreement, the County shall offer an HSA plan through the MetroHealth System with no biweekly contribution from employees.
- 2) The bi-weekly contribution for a non-HSA plan offered through MetroHealth shall be as follows:
 - a. 2024: 93% County, 7% Employee
 - b. 2025: 93% County, 7% Employee
 - c. 2026: Re-Opener as to contribution percentage rates

B) Other Plans

Biweekly contribution rates for all other plans shall be as follows:

- 1) 2024: 86% County, 14% Employee
- 2) 2025: 86% County, 14% Employee
- 3) 2026: Re-Opener as to contribution percentage rates

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 County

may add to or delete plans/providers offered and/or employees may be offered additional plans with reduced or increased benefit levels.

Section 4. Effective the first day of the first month following full execution of this Agreement, the County shall pay 86% of the cost of the ancillary benefit plans and the employees shall pay 14%. Effective January 1, 2025, the County shall pay 86% of the cost of the ancillary benefit plans and the employees shall pay 14%. For 2026, there shall be a re-opener on the contribution percentage rates.

Section 5. The County shall be entitled to increase the cost containment features of the plans which may include, but are not limited to, deductibles, and co-insurance.

Section 6. The County may implement or discontinue incentives for employees to participate in County 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 County.

Section 6. The County may offer incentives to encourage use of low cost providers/plans (including HSA plans) which may be discontinued or modified by the County 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 County 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 48: 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 (25) percent of their 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.

In the event of the death of an employee, while in active payroll status, the payment of twenty-five percent (25%) of the deceased employee's total unused accumulated sick leave shall be paid in accordance with Section 2113.04 of the Ohio Revised Code, or to the employee's estate.

ARTICLE 49: WAGES

Section 1. The wage rates for all classifications covered under the terms of the Collective Bargaining Agreement are set forth in Appendix A.

The wage rates for 2024 are effective retroactive to the first day of the first full pay period of January 2024 and are inclusive of a two percent (2%) General Wage Increase (GWI). Only those employees who are 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.

The wage rates for 2025 are effective on the first day of the first full pay period of January 2025 and are inclusive of a two percent (2%) GWI.

For 2026, there shall be a wage reopener, limited to negotiating a GWI.

Section 2. New bargaining unit employees shall be paid a rate equivalent to 91% of the then existing contract rate for the relevant job classification ("Contract Rate"). Upon completion of the employee's first full year of employment in their classification, the employee shall be paid a rate equivalent to 94% of the then existing Contract Rate. Upon completion of the employee's second year of employment in their classification, the employee shall be paid a rate equivalent to 97% of the then existing contract rate. Upon completion of the employee's third year in their classification, the employee shall be paid a rate equal to 100% of the then existing contract rate.

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

Section 3. 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.

ARTICLE 50: WASH UP TIME

Section 1. Employees shall be permitted a reasonable time at the end of each work day before quitting time for wash-up and, provided facilities are available at the work location. Wash-up time shall be utilized for equipment and personal clean-up only and shall not be considered free time. Wash-up time is not cumulative and will only be allowed when the work schedule permits.

Section 2. As used in this Article, a reasonable time shall be no more than fifteen (15) minutes.

Section 3. The County will provide gloves and goggles to bargaining unit employees as determined appropriate by the County.

ARTICLE 51: UNIFORMS

Section 1. The County reserves the right to require all employees to wear uniforms. Required uniforms shall be provided and maintained, i.e., laundered, by the County.

Section 2. The County will reimburse those employees that the County requires to 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, *OR* an approved bib/insulated coverall, up to three hundred (\$300.00) dollars per year. Work shoes, boots, and work jacket must be approved by the County. To be eligible for reimbursement, employees must provide original receipts for the purchase of work shoes, boots, or work jacket. All original receipts will be retained by the County. All requests for reimbursement and receipts shall be submitted by November 15th of the appropriate year. Once all necessary documentation has been submitted, the employee shall be reimbursed within thirty (30) calendar days.

ARTICLE 52: 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 53: SAVINGS CLAUSE

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

ARTICLE 54: MODIFICATION

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

ARTICLE 55: PRINTING

The County shall post this Agreement on-line and, upon request, bargaining unit employees will be permitted to print one hard copy during the duration of this Agreement.

ARTICLE 56: WAGE CONTINUATION

An employee who is injured at work may utilize the Wage Continuation Program pursuant to the Wage Continuation Policy of the County, if any. 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 57: 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 58: LICENSE ACQUISITION/RENEWAL

Section 1. Recognition of licensure. Employees are encouraged to obtain Ohio Environmental Protection Agency (EPA) Class I or Class II licensure as a Wastewater Collections Operator (or Wastewater Treatment Operator). An employee in the classification of Sanitary Sewer Specialist or Leadman who holds an active Class I or Class II Wastewater Collections (or Wastewater Treatment) license will be paid a premium rate, as set forth in the wage table in Appendix A Wages.

Section 2. Notification of licensure. It is the employee's responsibility to inform the County upon receipt of an applicable license and of any changes to their licensure, such as its expiration, suspension, or change of license class (e.g., Class I to Class II). Notification includes submitting a copy of the licensing documents to Human Resources and County Payroll. The new rate of applicable pay will be effective the first day of the first full pay period following the County's receipt of the notification.

Section 3. Maintenance of licensure. It is the employee's responsibility to maintain their license. In the event the County learns or is notified of a change to the employee's licensure, including the employee's loss of license, the County shall place the employee at the appropriate rate for their job classification and license class, effective not later than the first day of the first full pay period following the change of license status or loss of license. Any reduction of pay as a result of application of this Section shall not be subject to the grievance procedure.

Section 4. The County will endeavor to provide in-house training for Wastewater Collective or Wastewater Treatment licensure.

Section 5. Reimbursement for initial licensure. The County will reimburse employees for testing and examination fees required to obtain their Class I or Class II Wastewater Collections (or Wastewater Treatment) license. Reimbursement for testing and examinations will be governed by the same terms and conditions set forth in the Public Works departmental policy on Training & Continuing Education Programs.

Reimbursement will only be applicable to passing scores. The County will make effort to provide information on available training and licensure requirements; however, each employee is solely responsible for completion of required credits.

Section 6. Reimbursement for license renewal. The County will reimburse employees for the fee to renew their Class I or Class II Wastewater Collections (or Wastewater Treatment) license after receiving a receipt evidencing payment by the employee.

ARTICLE 59: TARDIES AND ATTENDANCE

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

Section 2: An employee who is tardy up to thirty (30) minutes on three (3) or more occasions within a six (6) month period will be charged with unpaid/unexcused time and will be subject to the corrective action listed in Section 3 below beginning with Subsection A.

Section 3: An employee who reports for work or calls in their intended absence thirty (30) minutes after their scheduled start time will be subjected to the following corrective action beginning at Subsection B, in addition to the accrual of unpaid/unexcused time.

- A. First offense - Verbal Warning
- B. Second offense - Written Reprimand
- C. Third offense - One (1) day unpaid suspension
- D. Fourth offense – Three (3) day unpaid suspension
- E. Fifth offense – Five (5) day unpaid suspension
- F. Sixth offense – Termination

Section 4: Corrective action issued to a tardy employee i.e., A, B, C, D, E, F shall remain in effect for one (1) year from the date the last corrective action was issued, unless another offense occurs within the one (1) year period, in which case a new one (1) year period begins starting with the date that the subsequent corrective action was administered.

Section 5: It is understood that only employees who arrive after thirty (30) minutes from their start time will be made subject to the above, and no employee shall be sent home and charged eight (8) hours of unpaid/unexcused time, solely for reporting to work tardy.

Section 6: The above plan shall in no way affect or eliminate the accrual of unpaid/unexcused time in accordance with the County's Attendance Control Plan.

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

ARTICLE 60: TEMPORARY FACILITY CLOSING

Section 1: If the County Executive determines to temporarily close a facility for any reason other than those set forth in Article 19 (Inclement Weather), the staffing levels at Harvard Road Maintenance Yard will be maintained unless otherwise determined by the Director of Public Works or their designee.

Section 2: If staffing levels at Harvard Road Maintenance Yard are reduced, the County will offer leave in order of seniority to be charged against vacation or compensatory time for the number of hours not worked.

Section 3: If employees not designated as "essential staff" are required to leave the Harvard Road Maintenance Yard, reported for work and are present when the Harvard Road Maintenance Yard closing is announced, then they shall be paid their regular straight time rate for the remainder of their normal work day as though they were at work.

Section 4: Employees who are required to report to or remain at work shall be given compensatory time on an hour for hour basis in addition to their regular hourly rate for each hour worked.

Section 5: In determining who shall report to work, the County shall first request volunteers. If a sufficient number of employees volunteer, then the employees with the most seniority may work. If a sufficient number of employees do not volunteer, then the County may mandate in order of inverse seniority.

ARTICLE 61: PARENTAL LEAVE

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


ARTICLE 62: 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 63: 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

May 28, 2024
Date

FOR THE COUNTY:



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

6/5/24
Date

Approved as to legal form:



Nora L. Hurley
Cuyahoga County Law Department

APPENDIX A: WAGES

2024

	91% tier	94% tier	97% tier	100% rate
Sewer Maintenance Worker	26.27	27.14	28.00	28.87
Sanitary Sewer Specialist	27.70	28.61	29.53	30.44
with Class I Wastewater Collection License				31.37
with Class II Wastewater Collection License				33.00
Leadman				33.35
with Class I Wastewater Collection License				34.14
with Class II Wastewater Collection License				35.91

2025

	91% tier	94% tier	97% tier	100% rate
Sanitary Sewer Specialist	28.26	29.19	30.12	31.05
with Class I Wastewater Collection License				32.00
with Class II Wastewater Collection License				33.66
Leadman				34.02
with Class I Wastewater Collection License				34.82
with Class II Wastewater Collection License				36.63

SIDE LETTER ON CONSOLIDATION OF JOB CLASSIFICATIONS

Section 1. Retroactive to the first day of the first full pay period of January 2024, there shall be a new classification of "Sanitary Sewer Specialist." Effective on the same date, employees in the "Operator" classification shall be deemed qualified for and reassigned to "Sanitary Sewer Specialist," and the "Operator" classification shall be eliminated.

Section 2. Current Sewer Maintenance Workers must become qualified in all three assignment areas of the Sanitary Sewer Specialist classification, (i.e. JetVacs, Lateral Services, Construction). The County will provide training to these employees based on the Proficiency Standards attached to this Side Letter.

Section 3. Upon ratification of County Council and full execution of this Agreement and through the remainder of 2024, a current Sewer Maintenance Worker who has completed the tier is eligible for reassignment to Sanitary Sewer Specialist upon becoming qualified in all three (3) assignment areas of the new consolidation classification (i.e. JetVacs, Lateral Services, Construction) based on the Proficiency Standards attached to this Side Letter. The County will first request volunteers for assignment area evaluation and will begin evaluation of said volunteers based upon their seniority. Upon successful completion of assignment area evaluation of all three (3) assignment areas, the employee will be reassigned to Sanitary Sewer Specialist, effective on the first day of the first full pay period following the date that the employee is determined to be qualified in all three (3) assignment areas. Absent extenuating circumstances, the County will complete the evaluation period by the first day of the first full pay period in September (i.e. September 8, 2024).

Section 4. Effective on the first day of the first full pay period of January 2025, employees in the classification "Sewer Maintenance Worker" that are still in the tier shall be automatically reassigned to "Sanitary Sewer Specialist," and the "Sewer Maintenance Worker" classification shall be eliminated.

However, if an employee who is automatically reassigned to Sanitary Sewer Specialist is not yet qualified in all three (3) assignment areas (i.e. JetVacs, Lateral Services, Construction) by December 31, 2024, then effective the first day of the first full pay period of January 2025, the employee will be paid at a reduced hourly rate of one dollar (\$1.00) per hour per assignment area (JetVacs, Lateral Services, Construction) less than the employee's current hourly rate, up to a maximum of three dollars (\$3.00) per hour less.

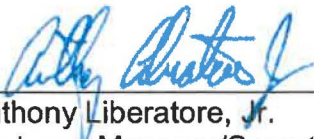
Section 5. Effective January 1, 2026, it shall be a minimum qualification for continued employment as a Sanitary Sewer Specialist to be qualified in all three (3) assignment areas of JetVacs, Lateral Services, Construction.

In all cases, if the employee fails to become qualified in all three assignment areas by December 31, 2025, then the employee will be subject to discipline up to and including termination.

Section 6. The parties agree to remove this Side Letter and corresponding proficiency standards attachments from the successor collective bargaining agreement.

Section 7. 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.

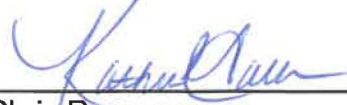
FOR THE UNION:



Anthony Liberatore, Jr.
Business Manager/Secretary-Treasurer

May 28, 2024
Date

FOR THE COUNTY:



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

6/4/24
Date

Acknowledgement of Basic Proficiency

Sanitary Sewer Division

Group: **JET VAC**

Employee Name: _____

Date: Beginning _____ Date: _____

Ending _____

Key Performance Indicators (from the Jet Vac Group-Operator/List of Responsibilities and Duties)

1. Performs manual and motorized activities involving the cleaning of sanitary and storm mainlines, catch basins, laterals, and hydro-excavation. Must be physically capable of handling vac tubes and associated equipment.
2. Drives and operates the sewer jet GapVax and Camel units along with maintaining the equipment.
3. Able to complete the Daily Maintenance Reports, EAM, and Work orders. Assists in making field decisions with consultation from supervisor.
4. Able to read and interpret the G.I.S. Mapping System
5. Able to prepare vehicle with tools, equipment and supplies prior to departing for assigned job. Follow all safety requirements including appropriate use of Personal Protective Equipment.

Employee (Trainee)-Date

Training Employee-Date

Supervisor/Manager-Date

Union Representative-Date

General observation for final completion of Jet-Vac training

1. What is the 1st and most important thing to do before attempting to operate vacuum and water system
 - Turn on the master switch in the truck
2. Where are the pump and vacuum controls located?
 - In front of the truck, on the right side of the large hose
3. Explain how to jet with the large hose. Go through the sequence.
 - Turn master switch on
 - Turn large hose on
 - Adjust pump mode
 - Put nozzle in pipe
 - Turn pump on
 - Turn multi-flow up
 - Throttle up
 - Run hose out and pull back in steps.
 - When no debris comes back, run hose out for longer steps.
 - Repeat until segment is cleaned.
4. Explain how to use the vacuum system. Go through the sequence
 - Turn master switch on
 - Turn back motor on
 - Turn enable switch on
 - Throttle up as needed
5. Where are the boom controls located?
 - The side of the bottom control box
6. Where are the control switches located to raise and lower the debris tank and open the debris tank door?
 - Passenger side of rear tool box.
7. How do you decant the excess liquids from the tank?
 - Back up to sanitary manhole
 - Verify manhole is a sanitary manhole
 - Drop blue decant hose into sanitary manhole.
 - Inspect area above truck to ensure there are no overhead power, utility lines, trees or other obstructions.

- Open Valve and slowly raise debris tank.
- Empty until water slows to a minimum flow.

8. Explain how to use the lateral cleaning kit; Small hose reel.

- Turn master switch on
- Turn lateral valve on
- Drop hose into lateral
- Leave in low mode
- Turn pump on
- Turn on multi-flow
- Make sure all other valves are closed
- Throttle up as needed

9. What mode should the pump be set on when using the handgun hydro excavation equipment or the small hose reel?

- Low

10. How do you recycle during cold weather?

- Turn master switch on
- Hook large hose to recycle fitting on truck
- Turn pump on
- Start back motor
- Turn recycle switch on in truck

New 180-day probationary employees are not expected to master the materials covered on this form. They are evaluated based on what they are expected to know as a new employee. Current employees being trained or evaluated using this form will be evaluated at a level equal to their current job description of Operator or Leadman level.

Acknowledgement of Basic Proficiency

Sanitary Sewer Division

Group: **LATERAL SERVICES**

Employee Name: _____

Date: Beginning _____ Date: _____

Ending _____

Key Performance Indicators (from the Jet Vac Group-Operator/List of Responsibilities and Duties)

1. Able to locate a cleanout for a sanitary house connection.
2. Able to perform a basic snake job from the cleanout or from the basement.
3. Able to diagnose and repair issues such as paper blockages, root intrusion and broken tees.
4. Able to read and interpret the G.I.S. Mapping System, permit and connection drawings.
5. Able to operate lateral camera equipment and perform a video inspection
6. Able to prepare vehicle with tools, equipment and supplies prior to departing for assigned job. Follow all safety requirements including appropriate use of Personal Protective Equipment.
7. Able to complete a work order using the ERP system.

Employee (Trainee)-Date

Training Employee-Date

Supervisor/Manager-Date

Union Representative-Date

General observation for final completion of Lateral Services training

How do you locate a clean out outside?

1. Look for marks on the sidewalk/ driveway
2. Look up a permit and/or house card
3. Find the water box
4. Look for a visible trench
5. Use probe to poke
6. Use shovel to dig 4x4x1 test pit
7. Run camera from stack and/or downspouts
8. Make sure you mark it if you do find it

How do you use the locator?

1. Make sure that the locator button is turned on the camera
2. Make sure the locator itself is turned on
3. You must find the first node (you may have to walk around to find the node, as it is not always where you think it is)
4. Then walk past the camera head (footballs) to find the second node
5. Then back track and find the camera head (footballs)
6. Use paint to mark the camera head so you remember where it is

How do you run a basic snake job?

1. Always run the snake out first (to the main)
2. Then run the snake in towards to the house, being careful when you get in the house so you do not get stuck in the stack)
3. Then spin the snake out
4. When the snake is out, if somebody is home have them run some water/flush a toilet
5. Run camera to make sure the lateral is clean and you have removed all the blockages

How do you run a basement job?

1. Have the home owner sign a basement waiver
2. Look for the stack
3. Make sure there is a c/o on it
4. Use long tail if you need too
5. You might be able to run it from a floor drain or floor c/o, if no c/o on the stack

What do you do if the riser is holding water?

1. Check the main to make sure it is not blocked
2. Make sure you run the snake out
3. Run the snake all the way to the main
4. The lateral will drain if the main is not blocked

How do you snake out roots?

1. Use the correct size auger
2. When you go past them, make sure you come back and scrub them
3. You may possibly have to run a bigger auger to cut them all the way out
4. You may have to use a small auger to get past them the first time

How do you run the camera?

1. Start by running camera out
2. Make sure the camera is zeroed out
3. Make sure the microphone is off
4. Make sure you are recording before pushing the camera
5. Do not push the camera to fast to where you cannot see anything
6. When you get to the end of the run make sure you stop recording
7. Make sure to label each video accordingly, also label the video capture job

How do you get a paper block open?

1. Make sure you run the snake in reverse
2. Run as much water as you can from inside without it overflowing onto floor
3. Pull snake back and forth to help thin the paper block out
4. If you can as the sludge starts to move pour some buckets down the tee to help move it along
5. As it starts to thin out run more water inside
6. Make sure the water is clear before you pull the snake out

What do you do if you have a broken tee?

1. Use camera to inspect to confirm it is broken
2. Try and snake to give relief (this will also confirm if it is broken or not)
3. If you pull out mud, if the snake is unable to go in or out, or if the snake starts going sideways. Then you know it is broken
4. If the home is blocked you will need to get a vac to give them relief
5. Make sure you turn it over to construction accordingly
6. Make sure you get the depth for construction also

Ask the candidate to walk you through completing a work order in the ERP system.

New 180-day probationary employees are not expected to master the materials covered on this form. They are evaluated based on what they are expected to know as a new employee. Current employees being trained or evaluated using this form will be evaluated at a level equal to their current job description.

Acknowledgement of Basic Proficiency

Sanitary Sewer Division
Group: **CONSTRUCTION**
Employee Name: _____

Date: Beginning _____ Date: _____
Ending _____

Key Performance Indicators (from the Jet Vac Group-Operator/List of Responsibilities and Duties)

1. Able to perform basic excavation procedures.
2. Able to perform general traffic zone set-up and sight safety procedures.
3. Able to perform basic connection repairs.
4. Able to perform catch basin repairs.
5. Able to prepare vehicle with tools, equipment and supplies prior to departing for assigned job.
6. Follow all safety requirements including appropriate use of Personal Protective Equipment.
7. Able to complete a work order using the ERP system.

Employee (Trainee)-Date

Training Employee-Date

Supervisor/Manager-Date

Union Representative-Date

General observation for final completion of Construction training

1. Site excavation procedures

- Prepare excavation site, be mindful of other buried utilities, and set up safety zone.
- Saw cut road, sidewalk, or driveway.
- Demonstrate excavator hand signals.
- Prepare and install trench box and/or speed shoring.
- How far away from the trench should the spoil pile be?
- Maximum depth of trench without shoring?

2. Sewer Line Repairs

- Properly using Fernco, strong back, or Ridgid-type couplings on both ends of repair.
- Bringing risers up to grade.

2. Describe or demonstrate basic catch basin rebuild/repair procedures.

3. Backfilling

- Use of spoils or premium fill
- Tamp 304 in 2' lifts.
- Pipe cover depth with #57 stone

4. Perform lawn repairs.

5. Complete work orders on ERP.

6. End of day procedures

- Restock equipment and materials for next job.
- Empty Dump truck for next shift

New 180-day probationary employees are not expected to master the materials covered on this form. They are evaluated based on what they are expected to know as a new employee. Current employees being trained or evaluated using this form will be evaluated at a level equal to their current job description.