

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CUYAHOGA COUNTY
DEPARTMENT OF HEALTH & HUMAN SERVICES
Division of Children & Family Services (DCFS)
Division of Jobs and Family Services (DJFS)
Office of Child Support Services (OCSS)
and
DEPARTMENT of INFORMATION TECHNOLOGY (HHS)

AND

LABORERS INTERNATIONAL UNION OF NORTH AMERICA
LOCAL 860

Effective January 1, 2021, through December 31, 2023

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PREAMBLE

This contract is entered into by and between the County of Cuyahoga (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: The Union is recognized as sole and exclusive representative for all employees of the County in the job classifications of the bargaining unit for the purpose of establishing rates of pay, wages, hours, and other conditions of employment, but excluding all other classifications not herein.

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

Section 3. It is understood and agreed that the following positions assigned to the Cuyahoga County Department of Health and Human Services, Division of Children and Family Services, Division of Job and Family Services, Office of Child Support Services, and the Department of Information Technology, are included in the Bargaining Unit:

- Account Clerk
- Administrative Assistant 1
- Administrative Assistant 2
- Business Administrator 1
- Case Control Reviewer
- Database Developer
- Foster / Adoption Recruitment Specialist
- Fiscal Officer 1
- HHS Training Specialist
- Program Officer 2
- Secretary
- Senior Account Clerk
- Senior Employment Service Specialist
- Senior Training Officer
- Service Desk Specialist
- Software Developer

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, and to utilize personnel in a manner designed to effectively and efficiently meet these purposes;
- D. To determine the size and composition of the work force, including the right to lay off employees from duty due to lack of work or lack of funds;
- E. To determine the hours of work, work schedules, and to establish the necessary work rules for all employees;
- F. To determine the adequacy of the work force, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- G. To determine the necessity to schedule overtime and the amount required thereof;
- H. To determine the County's budget and uses therefore;
- I. To maintain the security of records and other pertinent information;
- J. To determine and implement actions in emergency situations.

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

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

ARTICLE 4: CHECK-OFF

Section 1. All bargaining unit employees who are members of the Union on the date this Agreement is signed and all other employees in the bargaining unit who become members of the Union at any time in the future are required to pay dues, initiation fees and other fees required by the Union'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 to represent him or her, the Union shall charge the employee for representation services if permitted by law.

Section 3. The County will deduct fair share fees or regular monthly dues, initiation fees, readmission fees and other authorized fees from the pay of bargaining unit employees upon receipt from the Union of individual written authorization cards voluntarily executed by an employee for that purpose and bearing 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 regards to authorization of fair share fees.

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

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

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

Section 7. When the 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.

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: UNION VISITATION

Non-employee representatives of the Union may enter the premises of an operation of the County between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, upon request of the County Director or designee, for the purpose only of ascertaining whether or not this Contract is being observed and attending Step 3 meetings of the Grievance Procedure. Such visit(s) shall be made by appointment with the Director or designee and shall not interfere with the work of any employee or the operations of the County. If a need to enter the premises of any operation of the County occurs between the hours of 5:00 p.m. and 8:30 a.m., Monday through Friday, or on Saturday or Sunday, said representative of the Union shall contact the Director or designee for permission to enter the premises of the County.

Whenever a meeting is appropriately scheduled the County shall refrain from unnecessary interruptions to the extent possible.

ARTICLE 6: BULLETIN BOARDS

The County shall provide the Union with locked bulletin boards where bargaining unit employees are assigned as their primary reporting location. 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 7: UNION REPRESENTATION

Section 1. Employees selected by the Union to act as Union representatives for the purpose of processing grievances under the Grievance Procedure shall be known as "stewards". Each steward shall have an alternate who shall act as steward when the

regular steward is absent from work or is unavailable due to job duties.

Section 2. The County shall recognize up to six (6) stewards and six (6) alternate stewards. One steward shall be assigned to Virgil Brown, one to the Westside, one to the Eastside, and one to Jane Edna. If the designated steward and alternate steward are not available, then a steward at another location may represent an employee. The Union shall notify the County regarding the actual assignments of the stewards by location.

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

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 Section 8 of this Article.
- B. Before leaving the employee's job, the steward shall record on a special Steward Activity Sheet (see Appendix B), the time the employee starts their union work. (Upon request, a copy of this record will be furnished to the Union.) The steward must receive the consent of their immediate supervisor prior to leaving their work station to conduct such union business, such supervisor consent will not be unreasonably withheld.
- C. When it is necessary for a steward to enter a department (or section of a department) supervised by a supervisor other than their own, the steward shall report first to the supervisor in charge and advise them 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, they shall report to the employee's immediate superior to obtain consent, which consent will not be unreasonably withheld.
- D. Upon returning to their job, the steward shall first report to their own supervisor before resuming work if the supervisor is available (or if 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 the steward's supervisor.

Section 8. If available, the County shall provide office space to the Union. The location of said space, shall be at the sole discretion of the County. This space shall be lockable. The Steward shall hold the keys and shall be responsible for the office. The office shall be furnished with one (1) desk; four (4) chairs, one (1) file cabinet, and one (1) telephone. The County will provide the Union with a locked filing cabinet.

ARTICLE 8: PERSONNEL RECORD

Section 1. It is recognized by the parties that the County must prescribe regulations for the custody, use and preservation of the records, papers, books, documents, and property pertaining to the County. To the extent that any records, papers or other documents covering bargaining unit employees are legitimately considered available to review by such employees, every employee shall be allowed to review his or her personnel file at any reasonable time upon request. If any bargaining unit employee is involved in a grievance regarding a matter in which materials in his personnel file may be relevant, the affected employees' Union representative will be granted access to the employees' personnel file at reasonable times where such access is authorized, in advance, by the bargaining unit employee.

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

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

- (a) The employee's written correspondence may be attached to the material in question, and filed with it and the County shall note thereon its concurrence; or
- (b) The Director of the Department of Human Resources may remove the inaccurate material from the personnel folder if the Director determines that inaccuracies warrant such removal; or
- (c) The Director of the Department of Human Resources may remove and destroy the material if the County's Director of Law determines that this is permitted under Ohio Public Records Law and the Public Records Policy of the County, and that no liability may result.

ARTICLE 9: DISCIPLINE

Section 1. Documented counseling and/or coaching is encouraged and shall not be considered discipline.

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

Section 3. An employee shall be given a copy of any documented counseling, reprimand, or other disciplinary action entered into 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 4. Any employee who has been disciplined by suspension or discharge will be given a written statement describing in detail the reason or reasons for which he has been suspended or discharged. In case of any discipline, the employee shall be advised of their right to have a Steward present. Further, if the employee so requests, he shall be granted a private interview with their Steward before the employee is required to leave the premises.

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

Section 6. It is important that 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 7. Discipline must be applied in an objective, equitable and reasonable manner, and shall be progressive and corrective and never punitive. It is expected that discipline will be imposed in a reasonably timely fashion under the facts and circumstances of a particular case. However, depending on the severity of the situation, the County may skip or repeat one or more of the steps in the disciplinary process. No employee shall be reduced in pay or position, suspended, discharged, or removed except for just cause.

Section 8. No employee shall be suspended or terminated without first be given the opportunity to participate in a Pre-Disciplinary Conference (PDC) conducted by a designee of the Department of Human Resources. At said conference, the employee may show cause why the disciplinary action should not be imposed. The employee and

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

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

ARTICLE 10: GRIEVANCE PROCEDURE

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

An employee wishing to submit a formal grievance shall reduce the grievance to writing and submit it to 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. Work days shall not include Saturdays, Sundays or holidays (as designated by this Agreement).
- C) Grievances shall be presented on forms provided by the Union. The form should contain:
 - a. The aggrieved employee's name and signature;
 - b. The aggrieved employee's classification, division and unit assignment;
 - c. The date of event(s) leading to the grievance;
 - d. A description of the incident giving rise to the grievance and the

- article(s) of the contract alleged to have been violated;
- e. Date that the grievance was filed at each step; and,
- f. Desired remedy to resolve the grievance.

D) Grievances concerning suspension or discharge shall automatically commence at Step 3 of the grievance procedure.

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

Step 1. Immediate Supervisor

An employee who has a grievance shall provide a copy of the written grievance to the employee's immediate supervisor within ten (10) work days after knowledge of the events upon which the grievance is based. Unless otherwise agreed, the supervisor shall conduct a meeting with the grievant accompanied by a steward within ten (10) work days of the supervisor's 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. Administrator/Designee

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

B. 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 Paragraph A above. A policy grievance is defined as one that affects a group or classification of employees similarly arising from the same event or set of facts. The Union will caption each policy grievance as "policy grievance" and shall state the specific division(s) of the County where the grievance arose.

Step 3. Department of Human Resources/Labor Relations

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 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

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

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

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

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

Section 5. Unless otherwise grievable under the terms of this Agreement, Employee

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

ARTICLE 11: PROBATIONARY PERIOD

Section 1. New employees shall be considered to be on probation for a period of one hundred 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. The probationary period shall be tolled for the duration of any absence of five (5) or more consecutive workdays.

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

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

ARTICLE 12: SENIORITY

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

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

seniority list if necessary to correct any errors.

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

- A. Quits or resigns;
- B. Is discharged for just and proper cause;
- C. Is laid off for a period of more than twenty-four (24) consecutive months;
- D. Is absent without leave for three (3) or more workdays unless proper excuse for the absence is shown or if no notice was given, a satisfactory excuse for the failure to give notice;
- E. Fails to report to work when recalled from layoff within fourteen (14) calendar days from the date on which the County sends the employee notice by registered mail (to the employee's last known address as shown on the records of the Department of Human Resources) unless satisfactory excuse is shown; or
- 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. Employees who are on an approved work-related leave shall accumulate seniority for the duration of the leave.

Section 5. 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 the employee's 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 13: HOURS OF WORK AND OVERTIME

Section 1. The standard workweek for all employees covered by this Agreement shall be forty (40) hours, Monday through Sunday. Employees shall be scheduled, as needed, to meet the operational needs of the County. The County shall not implement any shift change without first providing the Union and affected employees with fourteen (14) days prior written notice. Except as noted below, employees shall be given the option to accept any new shift based on the order of County seniority. Preference shall be given to the employees with the most County seniority. In the event that a sufficient number of employees do not volunteer to work the new shift or schedule, then employees with the least amount of seniority in the affected classification shall work the new shift or schedule.

Section 2. The County shall be the sole judge of the need for overtime work. The County shall compensate the bargaining unit employees at time and one-half (1.5) their regular hourly rates for overtime. In lieu of overtime pay for voluntary overtime, the County shall have the option to offer compensatory time off, for approved overtime hours worked. Compensatory time shall be at time and one-half (1-1/2) and will be taken at a time mutually agreeable to the employee and the County. Approval of compensatory time off shall be at times that are mutually agreed to by the employee and the employee's supervisor and shall be based on operational needs. Approval for compensatory time shall not be unreasonably denied. To be eligible to use compensatory time, employees must provide at least twenty-four (24) hours advance notice in writing of their compensatory time off requests, except in emergency situations with proper documentation. If a request is made from Friday through Sunday (before 7:00 a.m.), then the employee must provide at least forty-eight (48) hours advance notice in writing of their compensatory time off requests, except in emergency situations with proper documentation.

The County shall pay out any designated amount of accrued compensatory time within six (6) months of the end of the pay period within which the time was accrued. However, if the six (6) months falls within the middle of a pay period, then at the end of the pay period. Compensatory time off must be taken within one-hundred-eighty (180) calendar days of its accrual, or it will be converted into cash payment. Employees may request one (1) extension, up to six months, to use compensatory time beyond one-hundred-eighty (180) calendar days of its accrual.

Section 3. When an employee is required by the County to be in active pay status for more than eight (8) hours in a work day, or forty (40) hours in a workweek, the employee shall be paid overtime pay for all hours worked in excess of eight (8) hours during a work day or forty (40) hours during a workweek. An employee shall not be entitled to overtime pay for all hours worked in excess of eight (8) hours in one day if the employee uses sick leave during the week in which the employee worked more than eight hours in a day. For purposes of this provision, a "workday" begins at 12:01 a.m. and ends at the next 12:00 a.m.

Section 4. For purposes of computing overtime pay, holidays, vacation leave and any other time in active pay status, except sick leave, shall be counted as hours and days worked.

Section 5. Employees shall be allowed a one (1) hour paid lunch period, which may be delayed or interrupted based on operational needs. In addition, County employees may receive two paid rest breaks of fifteen (15) minutes in duration. All rest breaks and lunch periods are to be scheduled by the employee's immediate supervisor based on the operational needs of the employee's unit in accordance with the following provisions:

- a) One rest break may be taken in the first half of the work day and one may be

taken in the second half of the work day;

- b) Rest breaks shall not abut the end or beginning of the lunch period;
- c) Rest breaks and lunch periods cannot be used to make-up tardiness or quitting early. For example, an employee who is scheduled to end their day at 4:30 may not leave for the day at 3:30 p.m. and take their lunch from 3:30 to 4:30 p.m.; and,
- d) An employee must return to work after a lunch period for that period to be considered a lunch period. For example, an employee may not take their lunch period from 12 p.m. to 1 p.m. and then take sick leave from 1 p.m. until the end of the day. The employee will be required to use their own leave time to cover the period from 12 p.m. to 1 p.m. If, however, the employee only used sick leave from 1 p.m. until 2 p.m. and returned to work for the remainder of the day, the 12 p.m. to 1 p.m. period would be considered a proper lunch period.
- e) When employees work beyond their regular quitting time the County shall provide each employee with additional rest periods as provided above.

Section 6. Overtime shall be offered to employees by classification seniority on a rotational basis within the Division. Overtime may be offered for a project and/or on an individual workload basis. Overtime offered and refused shall be counted as overtime worked. (Approved absence does not equal refusal.) The Employer shall have the ability to assign mandatory overtime starting with the least senior employee, on a rotational basis. Overtime accepted and not worked will be considered AWOL and subject to discipline pursuant to the County's Attendance policy unless the employee's absence is excused by management. Overtime accepted and not worked may subject an employee to removal from the project unless absence is excused by management. Bargaining unit and non-bargaining unit employees of the Department of Information Services who share the same job classification title shall be treated identically for purposes of overtime distribution with respect to similar tasks performed by both classifications.

ARTICLE 14: PART-TIME EMPLOYEES

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

- A. A regular part-time employee is defined as an employee who is regularly scheduled to work less than thirty (30) hours in a defined work week.
- B. Regular part-time employees will be selected by the posting procedure in accordance with Article 36, Section 3. Selections resulting from this posting procedure will not be subject to the grievance procedure.

- C. County will meet and discuss with the Union prior to implementing any need to further expand the use of part-time staff.
- D. It is not the County's intention to exercise its right to hire part-time employees for the purpose of replacing full-time employees with part-time employees.

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

- A. Pro-rated vacation in accordance with Article 22.
- B. Pro-rated sick time accrual in accordance with Articles 23 and 24.
- C. Pro-rated holiday pay in accordance with Article 21.

ARTICLE 15: UNEXCUSED ABSENCE NOTIFICATION

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

ARTICLE 16: LABOR MANAGEMENT COMMITTEE

Section 1. In the interest of promoting sound labor-management relations, the County and the Union agree to hold quarterly labor management meetings unless both parties desire to cancel the meeting. Resource persons and informational presentations shall be mutually agreed upon.

Section 2. Labor-management meetings shall be scheduled at least five (5) work days in advance at a time mutually agreeable to the parties. The purpose of such meetings shall include, but shall not be limited to:

- a) Discuss the administration of this Agreement;
- b) Disseminate general information of interest to the parties;
- c) Discuss ways to increase productivity and improve efficiency;
- d) Consider and discuss health and safety matters relating to employees; and
- e) Consider recommendations for changes from the Union in standard operating procedures.

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

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

ARTICLE 17: REPORT-IN PAY

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

ARTICLE 18: CALL-IN PAY

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

ARTICLE 19: SHIFT PREMIUM

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

ARTICLE 20: INCLEMENT WEATHER CLOSURES

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

Section 1. WHOLE DAY CLOSING:

If the County offices are closed for an entire day, all employees who were scheduled to work on that day shall be paid their regular straight time rate for any regular hours they were scheduled to work. Employees not scheduled to work on an inclement weather day due to vacation, sick leave, compensatory time, etc., shall be charged for the leave as though no inclement weather day was declared.

When a County building is officially closed due to weather related reasons, employees who are required to report to work shall be given compensatory time on an hour for hour basis for those hours worked in addition to eight (8) hours of pay at their regular hourly rate.

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 classification seniority may work. If a sufficient number of employees do not volunteer,

then the County may mandate employees to report to work in order of inverse bargaining unit (or classification) seniority. For the purpose of this Section, Article 17 (Report-In-Pay) shall not be applicable.

Section 2. PARTIAL (EARLY) DAY CLOSING:

If the County offices are closed after the start of a regular work day, directors or their designee shall have discretion to designate a skeletal crew of employees who shall be required to remain at work as though no inclement weather closure day was declared. All employees not designated in a skeletal crew who reported for work and are present when the office closing is announced, shall be paid their regular straight time rate for the remainder of their normal work day as though they were at work.

If the County exercises its right to staff a skeletal crew at a County location, then those employees required to remain at work 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.

Section 3. SEVERE WEATHER ABSENCE:

If an employee is tardy or unable to report to work due to severe weather conditions on days that are not declared inclement by the County Executive, the employee must contact their supervisor no later than one (1) hour after the employee's starting time. The supervisor may authorize the use of accumulated vacation, comp time, "early closing time" leave or leave without pay. Said authorization shall not be unreasonably denied. An employee who fails to contact their supervisor by one (1) hour after the employee's start time will be considered absent without leave for the time absent from work unless circumstances beyond the employee's control prevent such timely contact.

ARTICLE 21: HOLIDAYS

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

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

Section 3. To be entitled to holiday pay, an employee must be on the active payroll (i.e., actually receives pay) during the week in which the holiday falls. Further, to be entitled to holiday pay, employees must actually work the scheduled workday before the holiday and the scheduled workday 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 the employee's 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 the employee's 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.

Section 6. All regular full-time employees shall be entitled to one (1) personal day in each calendar year. The personal day may be used contingent upon the operational needs of the County. A written request for use of a personal day must be submitted at least twenty-four (24) hours in advance. In the event numerous requests are made for a certain day, seniority shall govern. A personal day must be used in a full eight (8) hour increment. Probationary employees (new hires) are ineligible to use a personal day. A personal day cannot be accrued from one calendar year to another.

ARTICLE 22: VACATIONS

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

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

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

Section 3. The County shall permit an employee to accumulate and carry over their

vacation leave to the following year, but in no case shall vacation leave be carried over more than three (3) years. The maximum accumulation amounts shall be as follows:

1 year but less than 5 years 240 working hours

5 years but less than 15 years 360 working hours

15 years but less than 25 years 480 working hours

25 years or more 600 working hours

Commencing May 1, 2022, once an employee's vacation leave balance reaches the maximum accrual allowance, no further vacation leave will accrue until the balance drops below the maximum amount. Between the date of execution of this Agreement and May 1, 2022, an employee may use any surplus vacation in excess of the maximum amount that has been previously accrued and credited; any surplus remaining as of May 1, 2022, shall be forfeited.

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

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

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

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

Section 8. Vacation leave may only be taken with prior approval of management. Employees may take their vacations during the calendar year. During the first quarter of each calendar year employees will be given an opportunity to indicate their vacation leave preference through the County's electronic time system (currently MyHR).

Section 9. 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 MyHR) 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.

(A) 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:

(i) 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 that submit a request to their supervisor during their shift and enter a request into MyHR, shall be approved or rejected by the end of the shift.¹ Decisions to approve or deny will be based on operational needs of the County.

(ii) 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 entered into MyHR. Employees submitting a request for unscheduled vacation shall also notify their Supervisor in addition to entering their request in MyHR.

(B) 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.

ARTICLE 23: SICK LEAVE

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

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

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

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

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

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

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

Section 5. To be eligible for sick leave with pay, an employee must report the reason for their absence to the employee's supervisor or, if unavailable, a designated management representative, no later than one-half (1/2) hour before the employee's scheduled starting time except for unusual circumstances beyond the employee's control.

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

Section 7. Any employee who has been on sick leave with pay for three (3) or more consecutive workdays may be required, at the discretion of the County, to provide a physician's statement before being permitted to return to work. In the case of an

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

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

Section 9. 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 is in critical need of time 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 one hundred twenty (120) hours after their donation;
3. Is in active pay status at the time their sick leave 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 leave. The total length of time that an employee may be eligible to use donated sick leave for any single illness/injury arising from the same set of facts (e.g., a single auto accident) shall be limited to twelve (12) weeks in duration unless extended at the discretion of the County. The County shall not unreasonably deny an employee's second request for donation.

Section 10. A telemedicine or "Teladoc" session may be demonstrated through a screenshot, email, or facsimile from the consulting physician or nurse practitioner. Such a communication shall qualify as a physician statement. The employee is responsible for forwarding this information to Human Resources.

ARTICLE 24: EXTENDED UNPAID SICK/MEDICAL LEAVE

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

Section 2. To be eligible for leave pursuant to this section, the employee must (1) demonstrate that the probable length of absence will not exceed six (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 the employee's position and containing the probable period for which the employee will be unable to perform the essential functions of the employee's position. If the need for leave is for the employee's covered family member under this Article, the documentation must also demonstrate that the employee is needed to care for the covered family member.

Section 3. If the illness/injury, or disability, of the employee or 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 25: LEAVE PROVIDED PURSUANT TO THE FAMILY AND MEDICAL LEAVE ACT ("FMLA")

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

ARTICLE 26: BEREAVEMENT LEAVE

Bereavement leave shall be provided in accordance with the Cuyahoga County Department of Human Resources Employee Handbook (Employee Handbook). Any change to the Employee Handbook regarding Bereavement Leave shall be applicable to bargaining unit employees.

ARTICLE 27: JURY AND WITNESS DUTY

Section 1. An employee called for jury duty or subpoenaed as a witness shall be granted a leave of absence for the period of jury service or witness service and will be compensated for the difference between the employee's regular pay and jury duty pay or witness pay for work absences necessarily caused by the jury duty or witness duty.

Section 2. To be eligible for jury duty pay or witness pay, an employee may either present to the County a jury pay voucher or witness pay voucher showing the period of jury service or witness service and the amount of jury pay or witness pay received or present the jury warrant or witness warrant to the County.

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

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

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

ARTICLE 28: MILITARY LEAVE

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

ARTICLE 29: PARENTAL LEAVE

Section 1. The County may grant parental leave upon the birth of a child as well as

leave for adoptive parents not to exceed a total of three (3) months in a twelve (12) month period of paid and unpaid leave combined. The three (3) months may be a combination of paid or unpaid leave consisting of sick leave and/or vacation and/or unpaid leave.

Section 2. An employee whose wife gives birth shall be granted a five (5) day leave of absence which shall be charged against the employee's accumulated paid sick leave or vacation leave or as an unpaid leave, at the employee's option. The County may require verification of said birth.

ARTICLE 30: UNION LEAVE

Section 1. Upon the written request of the Union Business Manager, a leave of absence without pay not to exceed thirty (30) calendar days may be granted to no more than one (1) employee agency wide to perform any function on behalf of the Union provided that fourteen (14) calendar days advance notice is received.

Section 2. Union stewards shall be granted one eight (8) hour day of paid leave per year to attend a Local 860 stewards' class. The Union shall provide a minimum of thirty (30) days-notice of the scheduled date of such class, and a list of attendees.

ARTICLE 31: EDUCATIONAL LEAVE

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

ARTICLE 32: PERSONAL LEAVE

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

ARTICLE 33: APPLICATION FOR LEAVE OF ABSENCE

All leaves of absence without pay, under Articles 32 and 34 herein, and any extension thereof may be applied for in writing to the Department of Human Resources, on forms supplied by the County, at least fifteen (15) working days prior to the proposed commencement of the leave except in serious and unusual circumstances. Notification of the approval or denial of their requested leave shall be given to the employee in writing within ten (10) working days after the submission of the request. Any denial of a requested leave of absence will include the reason for the denial.

ARTICLE 34: OTHER PROVISIONS REGARDING LEAVE OF ABSENCE

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

Section 2. An employee who is on an approved leave of absence as provided herein shall accumulate seniority during the entire period and upon returning to work shall be assigned to the employee's same or similar position within their 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. Falsification or intentional misrepresentation of the purpose and use of the leave of absence shall be grounds for disciplinary action.

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

ARTICLE 35: TEMPORARY TRANSFERS

Section 1. The County may temporarily transfer employees from one job classification to another job classification or to another job assignment within the employee's classification within the employee's Division. A temporary transfer shall not exceed ninety (90) calendar days except:

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

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

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

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

Section 5. The County shall not transfer employees outside the bargaining unit unless

the employee and the Union consents. If the County temporarily transfers an employee to a position that is outside of the bargaining unit, the County shall discontinue dues deduction and the employee shall be treated as a non-bargaining employee in all respects. The employee shall not be represented by the Union during the temporary transfer out of the bargaining unit.

Section 6. For any transfer under this Article, selection for these positions will be made on the basis of skill, ability, and experience as determined by the County. If applicants are substantially equal, bargaining unit seniority will govern. The employee may request to return to their former position. Upon such request, the County will endeavor to accommodate the employee's request based upon operational needs.

ARTICLE 36: PROMOTIONAL PROCEDURE

Section 1. No employee shall be eligible for promotion under these provisions who has not satisfactorily completed the required probationary period. The employee must be qualified according to existing State and/or County standards, if applicable, must have:

- A. Occupied their current classification for a minimum of six (6) months;
- B. Must not have requested a voluntary demotion within the six (6) months immediately preceding the date of the posting;
- C. Must not have experienced a probationary failure; and

D. Must not have been suspended for reason of inefficiency, incompetence, or absenteeism within the twelve (12) months immediately preceding the date of posting.

However, the County may consider mitigating circumstances.

Section 2. For the purpose of these provisions, a "vacancy" is defined as a job opening created by an increase in the number of regular jobs available in a particular job classification, or as an opening occurring in an existing job as a result of promotion, transfer, resignation, discharge or other termination of employment. The County shall determine where there is a need to fill such a vacancy.

Section 3. All bargaining unit vacancies shall be emailed to all members of the bargaining unit. Selection for these positions will be made on the basis of skill, ability, and experience as determined by the County. If applicants are substantially equal, bargaining unit seniority will govern. The Employer shall employ the following bidding procedure. The Employer shall first email the vacancy to those bargaining unit employees within the Division. If no individuals bid on the position, then the Employer

may open the position to all bargaining unit employees. If no bargaining unit employees bid on the position, then the Employer may seek external candidates.

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

Section 5. The County shall have the right to hire any qualified external applicant for entry-level positions.

Section 6. The County shall notify bargaining unit members via email indicating the name of the applicant selected or that no one was selected. If no application is received, or if none of the applicants are qualified for the position, the County may fill the position externally.

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

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

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

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

between one hundred twenty (120) and one hundred fifty (150) days into the probationary period. The probationary period shall start on the first day the employee permanently is assigned the duties of the new position.

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

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

Section 13. The Union and all applicants for bargaining unit promotional vacancies shall be notified in writing of the outcome of their applications.

ARTICLE 37: CIVIL SERVICE LAWS

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

ARTICLE 38: LAYOFFS

Section 1. Whenever it is necessary because of lack of work or funds or whenever it is advisable in the interest of economy or efficiency to reduce the working force, employees shall be laid off based on inverse order of seniority within their job classification(s) within the Division provided that there are senior employees who, in the opinion of the County, are qualified to meet operational needs. Prior to a layoff, the County will consider normal attrition, but in no event will the County be obligated to defer to 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 they have 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 their own or lower rated job classification provided that the bumping employee is qualified to meet the operational needs of the County and perform the functions of the job. An employee who bumps into another classification or a position in the same classification but in a different Division shall be required to serve a one hundred twenty (120) day probationary period. An employee who fails such probationary period shall be laid off and placed on a recall list.

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

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

Section 5. In the event an employee is laid off, they shall receive payment for earned but unused vacation and for any unpaid compensatory time off no later than thirty (30) calendar days after the effective date of layoff.

Section 6. Recall lists shall be created for each classification for which there is an employee who was laid off. The most senior employee on the list for a given classification will be recalled when a vacancy that the County determines to fill in that classification arises provided that the employee is qualified to perform the work. The recall list shall be effective for a period of twenty-four (24) months.

Section 7. 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. It is the obligation of the employee to keep the County advised in writing of their current address which shall be the location that any notice (including notice of recall is sent).

Section 8. 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 9. 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 10. An employee who is laid off or who was displaced into a lower rated 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 classification from which the employee was laid off or displaced by virtue of bumping.

ARTICLE 39: JOB DESCRIPTIONS AND CLASSIFICATIONS

Section 1. Each job description shall list the essential duties of the particular position.

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

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

Section 4. If substantial changes in the method of operation, tools or equipment, or a job occurs, or if a new job is established which has not been previously classified, the County shall meet with the Union for the purpose of placing the job in an existing classification or establishing a new classification. In the event the County and the Union are unable to reach agreement on placing the job into an existing classification, or establishing a new classification, then the job description shall be submitted to Step 2 of the Grievance Procedure as provided in Article 10. If a new classification is a successor title to a classification of employees covered by this Agreement with no substantial change in duties, the new classification shall automatically become part of this Agreement.

ARTICLE 40: JOB AUDITS

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

Section 2. Within thirty (30) working days of receipt of the information the Department of Human Resources shall determine if the employee should be reclassified. In the event of reassignment to a classification in a higher pay range, the employee shall be reassigned to the lowest step of the new pay range which provides at least a five percent (5%) increase. In the event of reassignment to a classification having the same pay range as the employee's current classification, no increase will be received.

Section 3. If it is determined that an employee should be reclassified to a lower rated

classification, the employee shall be placed in that rate in the applicable pay range which is closest to but less than their current rate. The position shall be reclassified to the lower rated classification.

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

ARTICLE 41: ORIENTATION AND TRAINING

Section 1. The County shall provide new hire orientation. The County shall provide the Union with notice of the hiring of new employees and an 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. Shadowing position: Bargaining unit members may request to shadow bargaining unit promotional or lateral positions. Bargaining unit members shall be given preference for the shadowing opportunity over non-bargaining unit members.

ARTICLE 42: EMPLOYEE EVALUATIONS

Section 1. 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 the employee's supervisor and to sign the evaluation form to indicate that he has done so. The employee's signature shall be viewed as a representation that the employee reviewed the evaluation and does not indicate the employee's concurrence with the information contained therein. In the event an employee refused to sign an evaluation form, it shall be so noted on the form by the supervisor. The employee may submit a written statement containing comments or objections. The employee's statement will be attached to the Employee Evaluation form for consideration and filed together 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 their designee will conduct the review in the presence of the employee. It may result in a higher score, a lower score, or the same score.

ARTICLE 43: ADDRESS NOTIFICATION

It is the obligation of each employee to keep the County advised of the employee's current street/home address and telephone number for the purposes of this Contract, and the County shall rely on the last address supplied by an employee. An employee may also provide the County with a mailing address in addition to the employee's home/street address.

Within thirty (30) days after signing of this Contract, the County shall give to the Union the names of all employees who are members of the Union and covered by this Contract, together with their addresses as they appear on the records of the County.

ARTICLE 44: EMERGENCY EVACUATION PROCEDURE

The County shall, in consultation with the appropriate safety authorities, establish properly planned emergency evacuation routes and procedures at all of its locations. 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 45: SAFETY, SECURITY AND HEALTH

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

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. In the event of any declared public health emergency, absent an impossibility, the County shall provide the employees respirators and/or face masks, face shields, rubber gloves, and place sanitation stations with soap and water or hand sanitizer at work locations.

ARTICLE 46: HEATING AND AIR CONDITIONING

Section 1. The County shall attempt to provide air conditioning at all of its locations where bargaining unit employees are stationed as soon as current leases allow or at the time new leases are negotiated, whichever is sooner. At those locations which are presently air conditioned, the equipment shall be adequately maintained so as to be operable at all times.

Section 2. Heating shall be provided at all locations where all bargaining unit employees are permanently stationed. At those locations, the County shall attempt to ensure that the equipment shall be adequately maintained.

Section 3. If there is equipment failure or malfunction, upon request, the County will make a good faith effort to relocate the affected employees within a reasonable period of time. Unless the County Executive or designee approves Abbreviated Work Day (AWD) time, if air conditioning malfunctions for at least 2.5 hours and the temperature increases to 80 degrees, employees, based upon operational needs, may use accumulated vacation or compensatory time for the balance of the work day.

ARTICLE 47: DIRECT DEPOSIT OF PAY CHECKS

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. The County shall make a good faith effort to correct pay shortage if employees have not received pay for their regular and/or overtime work hours. Where possible (e.g., if all action is in control of the County), such corrections shall be made within three (3) business days of the receipt of the written notification by the employees to the Manager of the Division of Payroll.

ARTICLE 48: LOUNGES/LUNCH ROOM

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

ARTICLE 49: AFTER-HOURS CALLS

Whenever an employee is called after hours and is required to perform their work for fifteen (15) minutes or more, they shall be paid for the time of the call.

ARTICLE 50: FIRST AID

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

available by security personnel or, where there is no on-site security, by a designated supervisor.

ARTICLE 51: USE OF NON-BARGAINING UNIT EMPLOYEES

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

ARTICLE 52: MILEAGE

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

ARTICLE 53: PARKING

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

ARTICLE 54: LONG DISTANCE TRAVEL EXPENSE

Section 1. Employees whose work requires them to travel out of Cuyahoga County shall be reimbursed for overnight lodging for actual expense not to exceed the lowest available single room rate. Employees must request a government rate, if available, when reservations are made. Receipts from lodging must be furnished to the County.

Section 2. Employees whose work requires them to travel out of Cuyahoga County shall be reimbursed up to a maximum of twenty-five dollars (\$25.00) for meals for each full day of travel. Employees will be reimbursed for the cost of a luncheon meal provided it is not within Cuyahoga County or within thirty (30) miles of the traveler's residence.

ARTICLE 55: IDENTIFICATION CARD

Section 1. All bargaining unit employees upon the date of hire, shall be provided with a clip-on card, identifying him/her as an employee of the County and bearing a color

photograph of the employee and their 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 the employee's ID card during the course of their hours of work for security purposes. The ID card is not required to be worn in transit from the agency and shall be presented upon arrival at any destination.

Section 2. When the County determines that an identification card is worn out, through no fault of the employee, it shall be replaced at no cost.

Section 3. 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 56: INSURANCE

Section 1. An eligible employee is defined as a full time employee covered by this Agreement. The Flex Count Plan (the plan) is defined as the section 125 or cafeteria plan, which is provided by the 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, prescription drug, and ancillary (dental and vision) benefits shall be determined as follows:

A. METROHEALTH PLAN

1. For all three years of the Agreement, the County shall offer an HSA plan through the MetroHealth system with no biweekly contribution from employees. The bi-weekly contribution for a non-HSA plan offered through MetroHealth shall be as follows:

- (a) Effective with execution of this Agreement: 93% County; 7% Employee.
- (b) Effective January 1, 2022, 93% County; 7% Employee.
- (c) Effective January 1, 2023, 93% County; 7% Employee.

- B. OTHER BENEFIT PLANS** Bi-weekly employee contribution rates for all

other plans shall be as follows:

1. Effective with the execution of this Agreement, the County shall pay 86% of plan costs and the employees shall pay 14% of plan costs. Effective January 1, 2022, the County shall pay 86% of plan costs and the employees shall pay 14% of plan costs.
2. Effective January 1, 2023, the County shall pay 86% of plan costs and the employees shall pay 14% of plan costs.

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

Section 4. The County shall be entitled to increase the cost containment features of the Flex Count plans which may include, but are not limited to deductibles, co-insurance

Section 5. 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 plan 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 57: SICK LEAVE CONVERSION

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

ARTICLE 58: WAGES

Section 1. Wage Increases

- a. For 2021, retroactive to the first full pay period in January 2021, bargaining unit employees shall be paid a two percent (2%) COLA increase. See Appendix A. The retroactive payment shall be applicable to those bargaining unit employees in active status as of the date of County Council ratification of this Agreement.

For 2022, retroactive to the first full pay period in January 2022, bargaining unit employees shall be paid a two percent (2%) COLA increase. The retroactive payment shall be applicable to those bargaining unit employees in active status as of the date of County Council ratification of this Agreement.

For 2023, bargaining unit employees shall be paid a two percent (2%) COLA increase effective the first full pay period in January 2023.

Section 2. Wage Grades:

- a. The wage grades set forth in Appendix "A" shall be effective the first day of the first full pay period following full execution of this Agreement.
- b. On the first pay period in October 2021, 2022, and 2023, employees shall automatically proceed to the next step in the wage grades set forth in Appendix "A". The step increase in October 2021 shall be paid retroactive to the first payroll period in October 2021.

Section 34. The County shall have discretion to place a newly hired employee at an advanced step of the wage schedule based on prior documented experience directly related to the bargaining unit position. Placement of newly hired employees shall not be subject to Article 10 (Grievance Procedure) or Article 40 (Job Audits) of the parties' collective bargaining agreement.

ARTICLE 59: SAFETY COMMITTEE

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

ARTICLE 60: SAVINGS CLAUSE

It is the intent of the County and the Union that this Contract comply in every respect with applicable laws. If any Article 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 County and the Union shall meet within thirty (30) calendar days for the purpose of negotiating a lawful alternate provision.

ARTICLE 61: MODIFICATION

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

ARTICLE 62: PRINTING

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

ARTICLE 63: WAGE CONTINUATION

An employee who is injured at work may utilize the Wage Continuation Program pursuant to the Wage Continuation Policy of the County, 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 64: PRE-TAX DEDUCTION OF PERS CONTRIBUTIONS

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

ARTICLE 65: DRESS CODE

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

ARTICLE 66: TRAVEL TIME

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

ARTICLE 67: FLEX TIME

The County may permit employees, at its discretion, to work a regularly scheduled shift with start times as early as 7:30 am and no later than 9:00 am. Requests for start times must be made in writing and shall be subject to approval by the employee's supervisor. Approval shall be based on the County's determination of operational needs and shall not be unreasonably denied. Bargaining unit and non-bargaining unit employees of the Department of Information Services who share the same job classification title shall be treated identically for purposes of flextime with respect to similar tasks performed by both classifications.

ARTICLE 68: BI-LINGUAL PAY SUPPLEMENT

The County will pay the supplement of five (5%) of the employee's current base rate to bargaining unit employees who are designated to perform bi-lingual services in any job classification. The County shall establish the criteria for this payment including languages needed.

ARTICLE 69: LATERAL TRANSFERS – PERMANENT

Section 1. An employee who has served in a specific position for eighteen (18) months, inclusive of any probationary period, may exercise their seniority for the purpose of transferring within the employee's classification on the following basis:

- A. Within a County division from one unit to another unit, provided the employee has the ability to perform the work in question.
- B. From one County division to another County division within the same location, provided the employee has the ability to perform the work in question.
- C. From one location to another location (different address) in the same or different County division providing the employee has the ability to perform the work in question.

For the purposes of this Article, County divisions shall be defined as Job and Family Services, and Children and Family Services, and Office of Child Support Services. It is presumed that employees of the same classification have the ability to perform the work in question. This Article is limited to non-IT classifications covered by this Agreement.

Section 2. For the purposes of this Article only, the time served shall be time spent in active pay status.

Section 3. An employee who desires such a transfer must make application in writing to the Department of Human Resources (on forms supplied by the County) at least thirty (30) calendar days prior to the vacancy occurring (except for newly created positions). This application must list the specific classification, and location sought and may indicate a specific supervisor. The application will be kept on file in the Department of Human Resources for a maximum of six (6) months. The employee, if he so desires, can renew their application every six (6) months or it can be withdrawn and resubmitted at any time until a transfer has been accepted. An employee may have only one application on file at any given time. All newly created positions shall be posted for a period of seven (7) calendar days at all agency locations and emailed to bargaining unit employees. When filling a newly created position for which there are lateral transfer requests, the County will select the most senior qualified applicant. Once an employee accepts a transfer, the decision is final unless the employee does not demonstrate the ability to perform the work as stated in Section 4 below.

Section 4. When filling a position by the lateral transfer procedure defined in Section 3 above, the County shall select the most senior qualified applicant. Employees are encouraged to meet with their prospective supervisor prior to accepting an offer of lateral transfer. If within one hundred twenty (120) days of the actual date of transfer, the employee has not demonstrated the ability to perform the work in question and the County has requested a meeting as set forth below, the employee will be returned to their previous position or a position substantially similar to their previous position. This action shall not be subject to the Grievance Procedure unless Union discrimination or personal prejudice are alleged. In the event an employee is returned under the above provisions, they may resubmit an application, provided it is not for the same position. If it appears an employee is having difficulty demonstrating their ability to perform the work in question, then the County shall request a meeting on or before the 30th day of the actual transfer.

Section 5. When selecting applicants to fill vacancies, through lateral transfers, the candidate must meet the following two criteria:

- 1) No disciplinary action for the period up to one (1) year prior to the date the vacancy is announced.
- 2) Must have more than forty (40) hours of accumulated sick leave on the date the vacancy is announced. Mitigating circumstances for sick leave balances less than forty (40) hours will be considered by the County.

Section 6. The selected applicant shall be notified in writing by the County of the effective date of the transfer as well as the location of the new assignment. After an employee is provided with official written notification of an approved lateral transfer, the employee will be notified in writing of the work which must be completed in order for the

employee's workload to become current. If, within 10 workdays, the employee's workload is not current as determined by the County, the transfer will be deferred a maximum of thirty (30) work days to allow the employee to become current. No new assignments will be given to the employee during the thirty (30) day period. An employee's failure to make the workload current at the end of the thirty (30) days will result in cancellation of the lateral transfer. A current workload is defined as that which is consistent with other members of the supervisory unit. Mitigating circumstances will be considered by the County.

Section 7. If an employee is involuntarily transferred to a different location as a result of a re-organization of bargaining unit employees, the employees shall possess superior lateral transfer rights to return to the prior location (if available) for a period of six months. If the employee is offered a chance to return to the prior location in writing and declines, the rights granted in this section shall terminate.


ARTICLE 70: DURATION

This Agreement 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, 2023, 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 71: 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

April 15, 2022

Date

FOR THE COUNTY:



Armond Budish, County Executive

4-18-22

Date

APPENDIX A
Wage Table

Wage Grade	Classification(s)	Year	1	2	3	4	5	6	7	8	9	10
1	Included Account Clerk	2021	\$15.06	\$15.59	\$16.10	\$16.64	\$16.93	\$17.27				
		2022	\$15.36	\$15.90	\$16.42	\$16.97	\$17.27	\$17.62				
		2023	\$15.67	\$16.22	\$16.75	\$17.31	\$17.62	\$17.97				
2	Included Secretary	2021	\$15.19	\$15.61	\$16.07	\$16.48	\$16.92	\$17.35	\$17.79	\$18.23	\$18.56	\$18.89
		2022	\$15.49	\$15.92	\$16.39	\$16.81	\$17.26	\$17.70	\$18.15	\$18.59	\$18.93	\$19.27
		2023	\$15.80	\$16.24	\$16.72	\$17.15	\$17.61	\$18.05	\$18.51	\$18.96	\$19.31	\$19.66
3	Included Senior Employment Service Specialist	2021	\$16.68	\$17.17	\$17.65	\$18.11	\$18.59	\$19.07	\$19.56	\$20.04	\$20.41	\$20.74
		2022	\$17.01	\$17.51	\$18.00	\$18.47	\$18.96	\$19.45	\$19.95	\$20.44	\$20.82	\$21.15
		2023	\$17.35	\$17.86	\$18.36	\$18.84	\$19.34	\$19.84	\$20.35	\$20.85	\$21.24	\$21.57
4	Included Administrative Assistant 1 Senior Account Clerk	2021	\$17.17	\$17.65	\$18.11	\$18.59	\$19.07	\$19.56	\$20.04	\$20.41	\$20.78	\$21.15
		2022	\$17.51	\$18.00	\$18.47	\$18.96	\$19.45	\$19.95	\$20.44	\$20.82	\$21.20	\$21.57
		2023	\$17.86	\$18.36	\$18.84	\$19.34	\$19.84	\$20.35	\$20.85	\$21.24	\$21.62	\$22.00
5	Included Business Administrator 1 Foster/Adoption Specialist	2021	\$19.71	\$20.27	\$20.84	\$21.39	\$21.97	\$22.51	\$23.09	\$23.65	\$24.10	\$24.52
		2022	\$20.10	\$20.68	\$21.26	\$21.82	\$22.41	\$22.96	\$23.55	\$24.12	\$24.58	\$25.01
		2023	\$20.50	\$21.09	\$21.69	\$22.26	\$22.86	\$23.42	\$24.02	\$24.60	\$25.07	\$25.51
6	Included Administrative Assistant 2	2021	\$20.26	\$20.83	\$21.38	\$21.97	\$22.51	\$23.08	\$23.65	\$24.10	\$24.52	\$24.96
		2022	\$20.67	\$21.25	\$21.81	\$22.41	\$22.96	\$23.54	\$24.12	\$24.58	\$25.01	\$25.46
		2023	\$21.08	\$21.68	\$22.25	\$22.86	\$23.42	\$24.01	\$24.60	\$25.07	\$25.51	\$25.97

Wage Grade 7	Classification(s) Included											
	Case Control											
	Reviewer	2021	\$22.72	\$23.38	\$24.04	\$24.66	\$25.33	\$25.97	\$26.62	\$27.25	\$27.76	\$28.26
	Fiscal Officer 1	2022	\$23.17	\$23.85	\$24.52	\$25.15	\$25.84	\$26.49	\$27.15	\$27.80	\$28.32	\$28.83
		2023	\$23.63	\$24.33	\$25.01	\$25.65	\$26.36	\$27.02	\$27.69	\$28.36	\$28.89	\$29.41
Wage Grade 8	Classification(s) Included											
	Program Officer 2	2021	\$22.96	\$23.40	\$24.11	\$24.59	\$25.08	\$25.58	\$26.09	\$26.63	\$27.16	\$27.72
		2022	\$23.42	\$23.87	\$24.59	\$25.08	\$25.58	\$26.09	\$26.61	\$27.16	\$27.70	\$28.27
		2023	\$23.89	\$24.35	\$25.08	\$25.58	\$26.09	\$26.61	\$27.14	\$27.70	\$28.25	\$28.84
Wage Grade 9	Classification(s) Included											
	Service Desk Specialist	2021	\$24.19	\$24.68	\$25.16	\$25.67	\$26.17	\$26.69	\$27.22	\$27.76	\$28.33	\$28.88
		2022	\$24.67	\$25.17	\$25.66	\$26.18	\$26.69	\$27.22	\$27.76	\$28.32	\$28.90	\$29.46
		2023	\$25.16	\$25.67	\$26.17	\$26.70	\$27.22	\$27.76	\$28.32	\$28.89	\$29.48	\$30.05
Wage Grade 10	Classification(s) Included											
	Senior Training Officer	2021	\$25.76	\$26.49	\$27.20	\$27.96	\$28.68	\$29.41	\$30.18	\$30.90	\$31.47	\$32.04
	HHS Training Specialist	2022	\$26.28	\$27.02	\$27.74	\$28.52	\$29.25	\$30.00	\$30.78	\$31.52	\$32.10	\$32.68
		2023	\$26.81	\$27.56	\$28.29	\$29.09	\$29.84	\$30.60	\$31.40	\$32.15	\$32.74	\$33.33
Wage Grade 11	Classification(s) Included											
	Database Developer	2021	\$30.48	\$31.09	\$31.70	\$32.34	\$33.00	\$33.65	\$34.32	\$35.01	\$35.71	\$36.42
		2022	\$31.09	\$31.71	\$32.33	\$32.99	\$33.66	\$34.32	\$35.01	\$35.71	\$36.42	\$37.15
		2023	\$31.71	\$32.34	\$32.98	\$33.65	\$34.33	\$35.01	\$35.71	\$36.42	\$37.15	\$37.89

APPENDIX B

SIDE LETTER OF AGREEMENT
CONSOLIDATION AND MERGER OF HELP DESK TECHNICIAN AND NETWORK
ADMINISTRATOR INTO NEW SERVICE DESK SPECIALIST CLASSIFICATION

This agreement is entered between Cuyahoga County ("the County") and Laborers' International Union of North America, Local 860 ("the Union") (hereinafter referred to as "the Parties") in conjunction with the parties' negotiations for their successor Collective Bargaining Agreement that will expire December 31, 2023.


In an effort to increase efficiency of service and cross-training of employees in the classifications of Help Desk Technicians and Network Administrators, the Parties have agreed to merge and consolidate these two classifications into one newly created classification of Service Desk Specialist which will combine the duties previously performed by the Help Desk Technicians and the Network Administrators.

In consideration of the future cross-training and additional performance of duties, effective the first full pay period following full execution of the 2021-2023 Collective Bargaining Agreement:

(1) Employees who previously were classified as Help Desk Technicians and placed in the new classification of Service Desk Specialist will be moved to the previous pay grade of the Network Administrator classification and shall be placed at Step 1 of the applicable grade.

(2) Employees who were previously classified as Network Administrators and placed in the new classification of Service Desk Specialist will be advanced to the next step on the pay grade previously designated for the classification of Network Administrator.

(3) The wage table shall be modified to remove the pay grade of Help Desk Technician classification, and the pay grade previously assigned to the classification of Network Administrator will be renamed for the new classification of Service Desk Specialist.



Anthony D. Liberatore, Jr.
Business Manager/Secretary-Treasurer
LIUNA Local 860

April 15, 2022
Date



Armond Budish
Cuyahoga County Executive

4-18-22
Date



Andy Johnson, Chief Information Officer
Information Technology Administration

4.18.2022

Date



Eric Myles, Director of Human Resources
Employee and Labor Relations

4/18/2022

Date

APPENDIX C

SIDE LETTER OF AGREEMENT **INCLUSION OF HHS TRAINING SPECIALIST IN BARGAINING UNIT AND** **CONSOLIDATION OF SENIOR TRAINING OFFICER INTO NEW HHS TRAINING** **SPECIALIST CLASSIFICATION**

This agreement is entered between Cuyahoga County ("the County") and Laborers' International Union of North America, Local 860 ("the Union") (hereinafter referred to as "the Parties") in conjunction with the parties' negotiations for their successor Collective Bargaining Agreement that will expire December 31, 2023.

The County has established a new non-bargaining unit classification entitled HHS Training Specialist. The County has reclassified non-bargaining unit Senior Training Officers as HHS Training Specialists. This position performs largely the same duties as the bargaining unit Senior Training Officer classification. In compliance with Article 39 Section 4, the Parties met and discussed the inclusion of the HHS Training Specialist position in the bargaining unit as well as the effects of any such inclusion.

Based upon those discussions, the Parties agree that effective the first full pay period following full execution of the 2021-2023 Collective Bargaining Agreement:

(1) The HHS Training Specialist classification in the Department of Health and Human Services will be deemed a bargaining unit classification under this Agreement.

(2) The current non-bargaining HHS Training Specialists in the Department of Health and Human Services will be reclassified as bargaining unit employees under the Agreement.

(3) Upon receipt of signed, dues deduction authorization cards, the County will begin deducting union dues from the employees referenced in Paragraph No. 2.

(4) Employees who were previously classified as bargaining unit Senior Training Officers will be reclassified as bargaining unit HHS Training Specialists.

(5) The current Classification Specification for HHS Training Specialist, as last modified by the Personnel Review Commission (PRC) on July 27, 2021, will be the Job Description for the position.

(6) HHS Training Specialist will be placed in Pay Grade 10 along with the Senior Training Officer.

(7) Effective the first full pay period following execution of this Side Letter, employees who were previously classified as non-bargaining unit HHS Training Specialists as specified in Paragraph No. 2 above will be placed "on step" at the Step

closest to but not less than their current rate of pay. HHS Training Specialists shall progress to the next Step of the Pay Grade on the same schedule as all other bargaining unit members.

(8) The parties agree to cooperate with one another to amend the certification of exclusive bargaining representative to substitute HHS Training Specialist for Senior Training Officer.



Anthony D. Liberatore, Jr.
Business Manager/Secretary-Treasurer
LIUNA Local 860

April 15, 2022
Date



Armond Budish,
Cuyahoga County Executive

4-18-22
Date

Brenda Payne, Administrator
HHS Learning and Professional Development L&PD

Date




Eric Myles, Director of Human Resources
Employee and Labor Relations

4/18/2022
Date

closest to but not less than their current rate of pay. HHS Training Specialists shall progress to the next Step of the Pay Grade on the same schedule as all other bargaining unit members.

(8) The parties agree to cooperate with one another to amend the certification of exclusive bargaining representative to substitute HHS Training Specialist for Senior Training Officer.



Anthony D. Liberatore, Jr.
Business Manager/Secretary-Treasurer
LIUNA Local 860

April 15, 2022
Date

Armond Budish,
Cuyahoga County Executive


Brenda Payne, Administrator
HHS Learning and Professional Development L&PD

Date

April 18, 2022
Date

Eric Myles, Director of Human Resources
Employee and Labor Relations

Date

APPENDIX D

**SIDE LETTER OF AGREEMENT
REGARDING 2022 and 2023 COLA**

For 2022 or 2023, if Cuyahoga County Council approves an across-the-board cost of living adjustment (COLA) for non-bargaining County Executive employees that exceeds two percent (2%), the 2022 or 2023 rates set forth in the Wage Article of this Agreement shall be increased to equal the across-the-board percentage increase to the COLA approved for non-bargaining employees, with the same effective date.

This Side Letter does not apply to any other compensation and/or wage increases provided to other County employees. Rather, this Side Letter is only triggered if all non-bargaining employees under the County Executive's jurisdiction receive a COLA for 2022 or 2023 that exceeds two percent (2%).

This Side Letter shall expire December 31, 2023.

FOR THE UNION:



Anthony Liberatore, Jr.
Business Manager/Secretary-Treasurer

April 15, 2022

Date

FOR THE COUNTY:



Armond Budish, County Executive

4-18-22

Date

APPENDIX E

Steward Activity Sheet

Name	<input type="checkbox"/> Steward <input type="checkbox"/> Alternate Steward
Dates Reported	TO: _____

Date:	Nature of Union Activity	Time of Departure from Work Unit	Time of Return from Work Unit