

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**COUNTY OF CUYAHOGA (DEPARTMENT OF PUBLIC
WORKS, FACILITIES MAINTENANCE DIVISION)**

AND

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

JANUARY 1, 2024

Through

DECEMBER 31, 2026

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PREAMBLE

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

ARTICLE 1: RECOGNITION

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

Section 2. The Union's 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. This Agreement shall not apply to employees employed to work twenty (20) hours or less per workweek, nor to students employed as summertime, vacation help, nor to temporary employees employed to replace permanent employees for the duration of a permanent employee's leave of absence, up to a maximum of ninety (90) days.

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 to, 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 issue notice by an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work. Violation of this Article may result in discipline if employees do not immediately cease in activity which is in violation of this provision.

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

ARTICLE 4: CHECK-OFF

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

Section 2. All bargaining unit employees who do not become or elect not to become members of the Union may voluntarily consent to pay to the Union through payroll deduction, a fair share fee as a contribution toward the administration of this Agreement. An employee is not required to pay fair share fees unless they voluntarily consent 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 any operation of the County between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, or at any other time bargaining unit members are scheduled to work upon request of the Director or their designee, for the purpose adjusting disputes, meeting individually with employees, holding a Union meeting with employees and ascertaining that this Agreement is being adhered to, provided, however, that there is no interruption of the County's working schedule. Such visit(s) shall be made by appointment with the Director or their 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 10:00 p.m. and 6:00 a.m., Monday through Friday, or on Saturday or Sunday, said representative of the Union shall contact the Director or their designee for permission to enter the premises of any operation of Public Works. Whenever a meeting is scheduled as set forth in this Article the County shall refrain from unnecessary interruptions to the extent possible.

ARTICLE 6: BULLETIN BOARDS

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

ARTICLE 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 eight (8) stewards throughout the bargaining unit. The Union shall notify the County regarding the actual assignments of the stewards by location and/or classification.

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

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

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

Section 6. Stewards 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. If the employee elects, the County will endeavor to allow the same union steward to represent the employee throughout the grievance procedure.
- B. Before leaving their job, the steward shall record on a special Steward Activity Sheet, the time they start 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, they shall report first to the supervisor in charge and advise them of the purpose of them 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 they 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 them in adjusting the grievance with their supervisor.

Section 8. If available, office space shall be provided to the Union. The location of said space shall be at the sole discretion of the County. The County will provide the Union with a locked filing cabinet.

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

ARTICLE 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 they have access, the employee may write a correspondence explaining the alleged inaccuracy to the Department of Human Resources. The employee's written correspondence will be attached to the material in question. If, upon investigation, the County sustains such allegations:

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

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

Section 4. Within thirty (30) days after the issuance of discipline or the exhaustion of the grievance process, an employee may submit to HR a rebuttal or written response to a disciplinary action to be placed in his/her personnel file by HR.

ARTICLE 9: DISCIPLINE

Section 1. Discipline may only be issued for just cause. For the purpose of determining the severity of discipline being imposed on a current charge, the County shall not take into account any prior disciplinary action that occurred more than two (2) years prior to the date that the offense occurred. Except in emergency situations, the County shall issue a notification of discipline within sixty (60) calendar days of the date of the Pre-Disciplinary Conference and shall not issue any discipline outside the sixty (60) day time period. A disciplinary action that must be served, i.e. suspension, may be served

outside of the sixty (60) day time limitation as long as the notice of suspension was issued within sixty (60) calendar days.

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

Section 3. Any employee who has been disciplined by suspension or discharge will be given a written statement describing in detail the reason or reasons for which 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, they shall be granted a private interview with their Steward before the employee is required to leave the premises, except where an emergency circumstance may exist necessitating the immediate removal.

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

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

Section 6. Discipline must be applied in an objective, equitable and reasonable manner, and shall be progressive and corrective. It is expected that discipline will be imposed in a reasonably timely fashion under the facts and circumstances of a particular case. However, depending on the severity of the situation, the County may skip or repeat one or more of the steps in the disciplinary process. No employee shall be reduced in pay or position, suspended, discharged, or removed except for just cause. Whenever progressive discipline is appropriate, the County shall first issue oral counseling or coaching prior to disciplining an employee. Any employee may request a Union steward before and during the imposition of oral counseling (which is undertaken outside the presence of other employees), and discipline. Oral counseling and/or coaching shall not be considered discipline.

Section 7. No employee shall be suspended or terminated without first be given the opportunity to participate in a Pre-Disciplinary Conference (PDC) conducted by a designee of the Department of Human Resources. At said conference, the employee may show cause why the disciplinary action should not be imposed. The employee and Union shall receive notification in writing at least 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. Upon request of the employee, a Union agent and steward shall be present at the meeting. If a Union representative (i.e., a Union staff representative, an officer, a steward or alternate steward) cannot be available to attend at the time the PDC is originally scheduled by the County, the Union shall immediately notify the Department of Human Resources and shall concurrently notify the Department of Human Resources with a minimum of three (3) different alternative dates and times to reschedule the PDC within the five (5) calendar day period following the original date. The County shall re-schedule the PDC to take place when a union representative is available within the five (5) calendar day period. Upon mutual agreement, the parties may extend the five (5) calendar day period when the Union Representative is unable to provide dates within the time frame allowed. It shall remain the Union's responsibility to ensure that a Union representative is available and present at the PDC. A PDC that is re-scheduled shall not be re-scheduled again and the PDC shall go forward unless the County determines it necessary to again re-schedule.

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

ARTICLE 10: GRIEVANCE PROCEDURE

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

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

- A) Probationary employees shall not have access to, or rights under, the grievance and arbitration procedure. An employee and/or the Union shall be entitled to withdraw a grievance at any step of the grievance procedure.
- B) The word "day" as used in this Article means work day and days shall be counted by excluding the first and including the last day. For purposes of filing grievances, work days shall not include Saturdays, Sundays or holidays (as designated by this Agreement).
- C) Grievances shall be presented on forms provided by the Union. The form shall contain:
 - a. The aggrieved employee's name and signature;
 - b. The aggrieved employee's classification, division and unit assignment;
 - c. The date of event(s) leading to the grievance;

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

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

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

Step 1. Immediate Supervisor

An employee who has a grievance shall provide a copy of the written grievance to their immediate supervisor within ten (10) work days after the employee or the Union has knowledge or reasonably should have known of the events upon which the grievance is based. The supervisor shall conduct a meeting with the grievant accompanied by a steward within five (5) work days of their receipt of the written grievance. The supervisor shall give a written answer to the employee and steward within five (5) work days of the meeting and shall verify the date, time, and result of such meeting.

Step 2. Director/Designee

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

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

Step 3. Department of Human Resources

If the grievance is not satisfactorily settled at Step 2, it must be received by the Deputy Director of Human Resources for Employment and Labor Relations or their designee

from the Union within seven (7) working days after receipt of the Step 2 answer. The designee of the Department of Human Resources shall consider the grievance at the Step 3 Grievance meeting to be held no later than thirty (30) working days from receipt of the grievance. Multiple grievances may be heard at a Step 3 meeting with mutual agreement of the parties. A Union representative may join the meeting. Within twenty (20) working days after the Step 3 meeting, the County's Step 3 designee shall give a written answer to the Union.

Step 4. Arbitration

Arbitration. If the grievance is not satisfactorily settled at Step 3, the Union may, within thirty (30) calendar days after the receipt of the Step 3 answer, submit the issue to arbitration. The Union shall notify the Department of Law in writing of its intent to arbitrate. In lieu of selecting from a Federal Mediation and Conciliation Service (FMCS) panel, the Union and the County's Director of Law or their designee may jointly agree to appoint an Arbitrator. In the event the parties do not agree on an Arbitrator, the Union must notify the FMCS and the Department of Law in writing within forty-five (45) calendar days from the date of the Union's original written submission to arbitration that the Union is requesting FMCS to supply a list of seven (7) impartial persons qualified to act as an Arbitrator. The requested panel shall be limited to the FMCS sub-region for Northern Ohio who are members of the National Academy of Arbitrators. If a panel is requested, the parties shall use the striking method to select an Arbitrator within thirty (30) calendar days of receipt of the panel from FMCS. Prior to striking, either party shall have the right to reject the initial panel in its entirety and request that a second panel be obtained from FMCS within fourteen (14) calendar days of the receipt of the panel from FMCS. Upon selection of the Arbitrator, the parties shall promptly notify the Arbitrator and schedule a date for hearing. The fees and expenses of arbitration shall be borne equally by the parties. If there is no mutual agreement on an Arbitrator and no written request for a FMCS panel within the forty-five (45) calendar day timeframe following the Union's original written submission, the grievance shall be deemed fully and finally resolved on the basis of the last written response of the County. The Arbitrator shall have no authority to modify or add to this existing agreement.

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

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

ARTICLE 11: PROBATIONARY PERIOD

Section 1. New employees shall be considered to be on probation for a period of one hundred and eighty (180) calendar days. The 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.

Section 2. Probationary employees will be evaluated with respect to performance efficiency twice during their probationary period. The first performance evaluation will be completed within thirty (30) days of the conclusion of the first half of the one hundred eighty (180) probationary period. The second evaluation will be completed within thirty (30) days of completion of the one hundred eighty (180) probationary period.

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

ARTICLE 12: SENIORITY

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

security number shall break the tie, with 9999 being the highest and 0000 being the lowest in seniority.

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

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

- A. Quits, resigns, or retires;
- B. Is discharged for just and proper cause;
- C. Is laid off for a period of more than eighteen (18) consecutive months;
- D. Is absent without leave for three (3) or more full workdays unless a satisfactory excuse for the absence is shown or if no notice was given, a satisfactory excuse for the failure to give notice;
- E. Fails to report to work when recalled from layoff within fourteen (14) calendar days from the date on which the County sends the employee notice by registered mail (to the employee's last known address as shown on the records of the Department of Human Resources) unless satisfactory excuse is shown;
- F. The employee fails to make application within thirty (30) calendar days for immediate reinstatement following the cessation of PERS disability retirement benefits.

Section 4. Classification seniority is the length of time an employee has been continuously employed in a particular classification covered by this Agreement. Classification seniority shall be used for vacation scheduling.

Section 5. Employees who are on a non-work-related leave of absence shall accumulate seniority for the first year of the leave. After one year of leave, the employee's seniority shall be frozen for the remainder of the leave. Employees who are on a work-related leave shall accumulate seniority for the duration of the leave.

Section 6. A bargaining unit employee promoted to a Supervisory position and who is subsequently returned to the bargaining unit within one (1) year of promotion shall not forfeit any of his 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 or schedule change without first providing the Union and affected employees with fourteen (14) days prior written notice. Except as noted below, employees with the most seniority shall have the right of first refusal to any new shift or schedule. In the event that a sufficient number of employees do not volunteer to work the new shift or schedule, then employees with the least amount of seniority in the affected classification shall work the new shift or schedule. For new shifts or schedules at the Justice Center and Juvenile Court, employees with the most seniority at the job site or those who have sufficient training to perform work at those facilities shall have the right of first refusal to any new shift or schedule. In the event a sufficient number of employees at the job site or those with sufficient training do not volunteer to work the new shift or schedule, then employees at the job site with the least amount of seniority in the affected classification shall work the new schedule.

Section 2. (a) 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 non-mandatory overtime, the Employee shall have the option to earn 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.

(b) 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.

(c) 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.

(d) Upon request of the employee, 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.

(e) Employees may request one (1) extension per calendar year, up to six

(6) months, to use compensatory time beyond one-hundred-eighty (180) calendar days of its accrual. Such request must be made by completing a Compensatory Time Expansion Request Form and shall specify the number of hours to be extended. Such form must be submitted no later than one pay period prior to the expiration of any compensatory time.

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, they 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. 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 half (1/2) hour paid lunch. In addition, County employees shall 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) When employees work beyond their regular quitting time the County shall provide each employee with additional rest periods for every four hours of additional work.

An employee may take a bathroom break when the need arises. An employee is not required to report a bathroom break to his or her supervisor, except for employees in the classification of facilities parking attendants; facilities parking attendants shall call the office to allow for replacement to be sent if available.

An employee shall not be required to take his or her lunch break on site and may leave his work area, unless a supervisor reasonably determines security or operational standards require an employee to stay on premises. The County shall not determine the standards in an arbitrary or capricious manner. Any employee leaving the premises to take their lunch break shall be required to clock out when leaving, and clock in upon return to work. Clocking in and out when an employee is leaving the premises for lunch break shall be used solely for verification of time and not for compensation purposes as the one half (1/2) hour lunch break is paid.

Section 6. Overtime worked by Custodians for special events (e.g., overtime worked during sporting events, concerts, weddings, etc.) shall be distributed equally using employees working within the Custodial classification on a rotational basis. Each time there is a special event or parking overtime opportunity, the County shall post the event by each time clock. Employees shall clearly indicate their intent to work (by checking yes or no) and must affix their signature by the deadline on the posting. The County shall determine which employees will staff the event, based on seniority, using separate lists and separate rotations – one for sporting events and concerts, and one for weddings. The County shall then send a posting to each building indicating who was awarded the event. In the case of special event overtime, if sufficient employees do not volunteer, the County shall have the right to mandate, on a rotational basis, the least senior employee, with the least senior being mandated first and the next least senior on the next occasion, and so forth, using the applicable event list.

If a special event is cancelled, the County shall make a good-faith effort to notify employees scheduled to work one hour prior to the start of the event if possible. In the event that the County fails to make a good-faith effort as stated herein and the employee reports to work, the employee shall be given two (2) hours of overtime. In the event the employee fails to call in or report to an overtime event to which they committed to work, such employee shall not be eligible for the next overtime opportunity unless the employee can provide proper documentation that their absence was due to an emergency situation.

If a special event is cancelled, employees scheduled to work shall be put back into the overtime rotation as if the cancelled event had not been scheduled. If an employee does not work his or her overtime rotation, and another employee fills in for the employee who does not work his or her overtime rotation, the County shall return to the next employee on the list (the employee following the employee who did not work his or her overtime rotation) for the next overtime opportunity.

Section 7. Other overtime opportunities shall be offered to employees by classification seniority at the job site on a rotational basis. If a sufficient number of employees do not volunteer at the job site, then overtime shall be offered to other eligible bargaining unit employees on the basis of seniority on a rotational basis. The County shall have the ability to assign mandatory overtime starting with the least senior employee at the job site, on a rotational basis, if a sufficient number of eligible bargaining unit employees do not accept overtime.

Section 8. A record of overtime hours worked by each employee shall be recorded on a list by the site and classification supervisor and all employees at that site including the steward shall have that list made available upon request. All overtime hours shall be recorded on a daily basis.

Section 9. All mandatory overtime, which is not part of the regular work shift, shall be paid as overtime, unless the employee opts for compensatory time.

Section 10. There shall be no split shifts assigned.

ARTICLE 14: UNEXCUSED ABSENCE NOTIFICATION

Following the submission of time by an employee, the County shall notify any employee charged with unexcused absence time that the time has been amended. This notification shall be provided through the County's electronic time system (currently Infor) 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 Infor). If a supervisor submits time on the employee's behalf, it is the employee's obligation to review the submission.

ARTICLE 15: LABOR MANAGEMENT COMMITTEE

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

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

Section 3. A mutually agreed upon meeting agenda shall be prepared and distributed to the parties within forty-eight (48) hours prior to the meeting. The Union shall also supply with the names of those Union representatives who will be in attendance.

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 16: 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 17: 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 rate of time and one-half (1 and ½) of his or her regular rate.

ARTICLE 18: INCLEMENT WEATHER

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

Section 1. WHOLE DAY CLOSING: If the County offices are closed for an entire day, all employees who were scheduled to work on that day shall be paid their regular straight time rate for any regular hours they were scheduled to work. Employees not scheduled to work on an inclement weather day due to vacation, sick leave, compensatory time, etc., shall be charged for the leave as though no inclement weather day was declared. For the purpose of this section, Article 16 (Report In-Pay) shall not be applicable. When a County building is officially closed due to weather related reasons, employees who are required to report to work shall be given eight (8) hours compensatory time in addition to eight (8) hours of pay at their regular hourly rate. Employees shall be entitled to a forty-five (45) minute grace period. In determining who shall report to work, the County shall first request volunteers. If a sufficient number of employees volunteer, then the employees with the most seniority may work. If a sufficient number of employees do not volunteer, then the County may force in order of inverse seniority.

Section 2. PARTIAL (EARLY) DAY CLOSING:

- (a) If the County offices are closed after the start of a regular work day, directors or their designee shall have discretion to designate essential staff who shall be required to remain at work as though no inclement weather day was declared. All employees not designated as "essential staff" who reported for work and are present when the office closing is announced, shall be paid their regular straight time rate for the remainder of their normal work day as though they were at work.
- (b) If the County exercises its right to staff a skeletal crew at a County location, then the employees shall receive compensatory time on an hour for hour basis for every hour worked in addition to their regular hourly rate. The compensatory time must be exhausted within six (6) months or one-hundred-eighty (180) calendar days from the date of accumulation.
- (c) In determining the skeletal crew at a County location, the County shall first request volunteers. If a sufficient number of employees volunteer, then the employees with the most seniority may work. If a sufficient number of employees do not volunteer, then the County may force in order of inverse seniority.

Section 3. SEVERE WEATHER ABSENCE: When an employee is tardy or unable to report to work due to severe weather conditions on days that are not declared inclement by the County Executive, the employee must contact their supervisor no later than one hour after their starting time. The supervisor may authorize the use of accumulated vacation, comp time, "early closing time" leave or leave without pay. Said authorization shall not be unreasonably denied. An employee who fails to contact their supervisor by

one hour after their start time will be considered absent without leave for the time absent from work unless circumstances beyond the employee's control prevent such timely contact.

Section 4. When a level 3 emergency has been declared, employees whose address of record is in the affected County, or requires the employee to cross into a County so affected in order to report to work, shall not be required to report to work and shall be compensated for the day.

ARTICLE 19: HOLIDAYS

Section 1. All bargaining unit employees shall be entitled to the same holidays as established by the County for non-bargaining employees.

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

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

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

Section 5. All employees who work on a recognized holiday shall receive eight (8) hours holiday pay in addition to time and one-half (1-1/2) their regular rate of pay for all hours worked on the holiday.

ARTICLE 20: VACATIONS

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

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

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

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

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

Section 4. If an employee is terminated (voluntarily or involuntarily) prior to taking their vacation, they shall be paid the pro-rated portion of any fully earned but unused vacation leave which the employee has accrued under Section 2 of this Article. In case of death of an employee, the unused vacation leave shall be paid to the employee's estate or in accordance with Revised Code 2113.04.

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

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

Section 7. From January 1st through March 14th of every year (the annual vacation selection period), employees will be given an opportunity to indicate their vacation leave preference through the County's electronic time system (currently Infor) for the period from March 15th through March 14th of the following year. By April 1st of each year, a written vacation schedule (by operational unit) will be prepared by the County and posted (and individual written confirmation given to each employee) with priority given to employees according to their seniority.

Once the vacation schedule is determined it shall not be changed without the consent of the involved employee. Decisions to approve vacation requests for any employee who fails to make their vacation application during the appropriate period will be made without regard to seniority based upon when the application was made except when two (2) employees request vacation on the same day for the same future time period, seniority will govern. Decisions to approve vacation requests for any employee who fails to make their vacation requests during the annual vacation selection period will be made as follows:

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

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 21: 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 10 years under O.R.C. 124.38) shall be credited with the amount of unused, accumulated paid sick leave the employee possessed on the date of 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 10 years under O.R.C. 124.38) shall be credited to the employee upon the presentation of acceptable documentation from the other public employer.

Section 3. The County will furnish each employee with a written statement through the County's electronic time system (currently Infor) showing the amount of their 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 their immediate family, for medical, dental, or optical examination, or treatment of an employee or a member of their immediate family; or when through exposure to a contagious disease, as verified by a doctor's statement which shall be submitted upon the employee's return to work, the presence of the employee at their job would jeopardize the health of others. A pregnant employee shall also be granted sick leave for pregnancy provided the employee has accumulated earned paid sick leave. For purposes of this paragraph, an employee's immediate family, is defined as an 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 their supervisor or, if unavailable, a designated management representative, no later than one-half (1/2) hour before his/her scheduled starting time except for unusual circumstances beyond the employee's control. Employees that report to work but later become ill shall be permitted to leave work early and utilize sick leave for the remainder of their regularly scheduled hours.

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 Infor) to justify the use of sick leave. If medical attention is required, a certificate from the employee's licensed physician as to their fitness to perform their required duties shall be a prerequisite to the employee's return to work. Also, this certificate shall indicate that the employee was under a physician's care and was advised by the physician to remain home from work.

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

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

Section 8. Employees who are off work due to a job-related accident/injury or occupational disease shall have the following options for pay: sick leave, vacation leave, compensatory leave, or worker's compensation leave, whichever they prefer.

Section 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 are in critical need of time off due to the condition. Employees receiving leave must be on a continuous absence of 15 or more days. Intermittent use of donated leave is not permitted.

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

1. Must voluntarily elect to donate leave to a designated recipient who has qualified for the donation program and does so with the understanding that donated leave which is used by the recipient will not be returned;
2. Possess a sick leave balance of at least eighty (80) hours after their donation;
3. Is in active pay status at the time their sick time is to be used.

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

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

ARTICLE 22: 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 three (3) consecutive workdays but not to exceed six (6) months because of personal illness or injury that impedes the employee from performing the essential functions of their job (including medical conditions related to pregnancy or childbirth) or an illness/injury of an employee's child (including a child for whom the employee is the legal guardian), spouse, or parent, but not including the employee's parents in-law, supported by medical evidence satisfactory to the County if the employee has reported such illness or injury to the Department of Human Resources by not later than the second (2nd) day of absence or as such circumstances would allow.

Section 2. To be eligible for leave pursuant to this section, the employee must (1) demonstrate that the probable length of absence will not exceed six (6) months and (2) the employee must present the Department of Human Resources at the time that the request is made with sufficient medical documentation acceptable to the County demonstrating that the employee is unable to perform the essential functions of their position and containing the probable period for which the employee will be unable to perform the essential functions of their position. If the need for leave is for the employee's covered family member under this Article, the documentation must also demonstrate that the employee is needed to care for the covered family member.

Section 3. If the illness/injury, or disability, of the employee or their covered family member under this Article continues beyond six (6) months, the employee shall be placed on a disability termination, the employee would continue to accumulate seniority and have the right to be reinstated for up to six (6) months. If an employee attempts to return to work but fails to perform the essential job duties for six (6) consecutive months

from the date of return to employment, the employee's effective date of separation does not change.

Section 4. Any employee who has been on extended unpaid sick/medical leave without pay under this Article may be required at the discretion of the County to submit to and satisfactorily pass a medical examination (related to the reason for the leave) before being permitted to return to work. In the event of a difference of opinion as to the employee's ability to perform the essential functions of their position 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 23: LEAVE PROVIDED PURSUANT TO THE FAMILY AND MEDICAL LEAVE ACT ("FMLA")

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

ARTICLE 24: BEREAVEMENT LEAVE

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

ARTICLE 25: JURY AND WITNESS DUTY

Section 1. An employee called for jury duty or subpoenaed as a witness shall be granted a leave of absence for the period of jury service or witness service and will be compensated at their regular pay. The employee shall provide a copy of the jury summons or court notification to their supervisor prior to their jury service or appearance, unless such notice was served less than twenty-four (24) hours prior to the appearance, then as soon as practicable.

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

Section 3. An employee who is a party to a lawsuit that is brought by or against a third-party other than the County shall be granted time off, without pay, to attend the Court proceedings. To be approved for such court leave, the employee shall provide a copy of the court notification to their supervisor prior to their appearance, unless such notice is served less than twenty-four (24) hours prior to the appearance, then as soon as practicable. An employee may be permitted to use paid vacation leave, compensatory time, or exchange time in lieu of time off without pay for legal proceedings. The employee will furnish proof by showing the Department Head or designee the Court notification of the scheduled hearing prior to his or her appearance. If an employee is a

party to a lawsuit related to on-duty conduct that is properly within the scope of their employment, the County shall grant the employee a leave of absence with pay at his or her regular rate of pay to attend Court proceedings.

Section 4. COURT LEAVE: An employee who is a party to a lawsuit shall be granted time off without pay to attend the court proceedings. The employee will furnish proof by showing the department head or designee the court notification of the scheduled hearing.

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

ARTICLE 26: MILITARY LEAVE

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

ARTICLE 27: PARENTAL LEAVE

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

ARTICLE 28: UNION LEAVE

Section 1. Upon the written request of the Union Business Manager, a leave of absence without pay not to exceed seven (7) calendar days may be granted to no more than one (1) employee agency wide to perform any function on behalf of the Union provided that seventy-two (72) hours advance notice is received.

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

ARTICLE 29: EDUCATIONAL LEAVE

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

ARTICLE 30: PERSONAL LEAVE

For those employees who have completed their probationary periods, personal leaves of absence may be granted without pay for cause shown for a period not to exceed six (6) months. Such leaves of absence may be extended by the County but in no case will

any employee be permitted to exceed six (6) months continuous leave under this paragraph in any one (1) calendar year except in serious or unusual circumstances.

ARTICLE 31: APPLICATION FOR LEAVE OF ABSENCE

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

ARTICLE 32: OTHER PROVISIONS REGARDING LEAVE OF ABSENCE

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

Section 2. An employee who is on an approved leave of absence as provided herein shall accumulate seniority during the entire period and upon returning to work shall be assigned to 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.

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

ARTICLE 33: TEMPORARY TRANSFERS OR WORK ASSIGNMENTS

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. A temporary transfer shall not exceed thirty (30) consecutive calendar days except:

- A. To fill a vacancy caused by an employee being on sick or other approved leave of absence, or;
- B. To provide vacation relief scheduling, or;
- C. To provide seasonal groundskeeper positions. If an employee who successfully bids for a seasonal groundskeeper job successfully bids for another job during the season, then the County shall select the highest ranked employee on an

eligibility list for seasonal groundskeeper positions from those employees who placed a bid but were not initially selected for the groundskeeper position. Employees shall be ranked in order of seniority (provided employees are qualified) on the eligibility list.

Section 2. If the County temporarily transfers an employee to a higher rated job classification in the bargaining unit, or assigns the duties formerly encompassed by the Window Cleaner or Wall Washer classification, effective upon full execution of this Agreement, the employee shall be paid a job premium of two dollars (\$2.00) per hour. If the rate of pay for the other job classification is lower, the employee shall retain their regular rate of pay and shall not be eligible for the premium.

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

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. If a bargaining unit member accepts a temporary transfer to a position outside of the bargaining unit, they shall continue to accrue seniority, be eligible for overtime in the non-bargaining classification, and the County will continue to deduct Union dues.

Section 6. For any transfer under this Article, the County shall first provide employees with the right of first refusal on the basis of seniority. If no employees volunteer for the transfer, then the County shall transfer the employee with the least amount of seniority on a rotational basis.

Section 7. If the need to fill the position continues past thirty (30) calendar days and is not exempted as stated in Section 1 or extended as stated in Section 3, then the County shall declare the position a vacancy that it intends to fill.

ARTICLE 34: TRANSFERS

Section 1. Employees may exercise their seniority for the purposes of transferring within their classification to another building, changing shifts, or changing work weeks when management determines that an opening exists.

Section 2. Nothing in the Article shall be construed as creating any right of seniority with respect to any work assignment within their job classification at another building, on another shift, or changing work weeks.

Section 3. When management determines that an opening shall be filled, it shall be posted for five (5) consecutive days, excluding Saturdays and Sundays. A copy of the posting shall be sent via electronic mail to the Union's office on the same date that it is posted. An employee who desires a transfer must make application in writing on forms

supplied by the Department of Human Resources. Bids not submitted within the timeframe of the posting shall not be considered. The most senior employee (based on bargaining unit seniority) who bids on the opening shall be awarded the position.

Section 4. An employee applying for a lateral transfer must meet the following eligibility criteria:

a) Shall have been employed with the County in a bargaining unit position for at least twelve (12) months;

b) Shall not have been suspended within the past twelve (12) months,

c) Shall not have been awarded a transfer within the previous twelve (12) month period.

d) Shall not have been awarded a job in the same classification that they now seek to laterally transfer and declined such position within the past twelve (12) months.

Section 5. If insufficient employees desire to transfer to an opening after it has been posted, the County retains the right to administratively transfer to meet legitimate operational needs. Prior to exercising this right, the County shall select the most senior volunteer(s) from among the employees at the building location(s) from which management desires to reduce staffing. If there are insufficient volunteers, the County shall administratively transfer the least senior employee(s) from among the affected employees. Administrative transfers may also occur to limit the "ripple effect" following the use of the transfer procedure (as outlined in Paragraph 3) above after three (3) employees have exercised their seniority following the posting of an initial opening.

Section 6. The name of employees who are awarded lateral transfers pursuant to Section 3 above shall be posted on the effective date of the transfer.

Section 7. The County shall provide the Union, on a monthly basis, a list of all lateral transfers, which occurred the previous month. This list shall be sent to the Union on the first of each month.

ARTICLE 35: JOB BIDDING – PROMOTIONS/PERMANENT TRANSFER TO ANOTHER CLASSIFICATION

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

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

All applications filed within the said time limits will be reviewed by the County and the job will be awarded on the basis of seniority, provided the employee is qualified to perform the work in question and meets the minimum qualifications of the posted position. If no application is received or none of the applicants is qualified for the job, the County may fill the job by hiring or by transferring either a qualified junior employee or qualified probationary employee.

For employees who promote to the classification of Mail Clerk Messenger, the employee shall be allowed a reasonable period of time to qualify, but not to exceed six (6) months unless extended by mutual agreement. For all other classifications, the employee awarded the job shall be allowed a reasonable period of time to qualify, but not exceed sixty (60) working days unless extended by mutual agreement. During the trial period, the employee shall be given reasonable help and supervision. The employee will be considered to have qualified on the new job when they satisfactorily perform their duties with no more supervision than is required by other qualified employees on the same or similar jobs, and when their record as to quality and quantity of work meets the standards applicable to the new job. If the Employee fails to qualify, they shall be returned to the job from which they came, and those who followed in the advance also set back, to the extent necessary. If, before the expiration of the trial period, the employee, in the opinion of the County, cannot qualify, the matter shall be discussed with the employee's Delegate before the employee's return to their former job.

Section 2. No employee shall be denied the right to make application for a posted job, except employees who, on the day of the posting of a job or jobs, are in one of the following classes:

- (a) Probationary employees;
- (b) Employees who, within the previous six (6) months, have been returned to their former job because of failure to qualify on a job in the same classification as they now seek to bid on;
- (c) Employees who, within the previous twelve (12) months have received two (2) job awards pursuant to application hereunder (with the exception of seasonal groundskeeping employees as previously identified in Article 33, Section 1(C));
- (d) Employees, who within the previous six (6) months, have declined a job after having been awarded the same in the same classification as they now seek to bid on;

- (e) Employees who have been suspended within the previous twelve (12) months.

For the purposes of this Section, a “vacancy” is defined as a job opening where the County has increased the number of regular jobs available in a particular job classification, or where an opening occurs with regards to an existing job as the result of a promotion, transfer, quit, discharge, or other separation of employment and the County has declared the same to be a vacancy that it intends to fill. The County will not deliberately leave jobs open for the purposes of avoiding or defeating employee promotions and permanent transfers.

Section 3. The Employer shall take into account the following when considering qualified applicants:

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

ARTICLE 36: 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 37: LAYOFFS, BUMPING, FACILITY CLOSURES, RECALLS

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

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

Section 4. Before any bargaining unit employee is notified of their layoff or a facility is closed, the County shall make a good faith effort to give the Union thirty (30) days written advance notice of the impending layoff or closure and provide it with the opportunity to discuss the matter and provide input. But in all cases of layoff, the County shall not give any less than fourteen (14) days written notice.

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

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

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

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

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

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

Section 11. In the event that two or more employees have the same date of entry into the bargaining unit, the employees shall be laid off alphabetically by their last names with “A” being the least senior and “Z” being the most senior (i.e., Mr. A would be laid off before Mr. B.).

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

ARTICLE 38: JOB DESCRIPTIONS AND CLASSIFICATIONS

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

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

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

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

ARTICLE 39: JOB AUDITS

Section 1. An employee may have his/her 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 necessary 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 paid the rate for the higher classification. 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 not 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 40: ORIENTATION AND TRAINING

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

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

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

ARTICLE 41: 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 their supervisor and to sign the evaluation form to indicate that he has done so. The employee's signature shall be viewed as a representation that the employee reviewed the evaluation and does not indicate the employee's concurrence with the information contained therein. In the event an employee refused to sign an evaluation form, it shall be so noted on the form by the supervisor. The employee may submit a written statement containing comments or objections. The employee's statement will be attached to the form and filed in the employee's personnel record. Employees will receive a copy of 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 they signed the evaluation. The Department head or their designee will conduct the review in the presence of the employee. It may result in a higher score, a lower score, or the same score.

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

ARTICLE 42: FITNESS FOR DUTY EXAMINATION

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 43: EMERGENCY EVACUATION PROCEDURE (EEP)

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

ARTICLE 44: SAFETY AND HEALTH

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

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

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

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

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

ARTICLE 45: DIRECT DEPOSIT OF PAY CHECKS

Section 1. The County shall have the right to pay employees solely through direct deposit unless an employee can document that they made good faith efforts to obtain an account (e.g., savings or checking) and was unable to obtain one. The County shall make a good faith effort to correct pay shortage if employees have not received pay for their regular work hours. Where possible (e.g., if all action is in control of the County), such corrections shall be made as soon as reasonably practicable, but no later than the following pay period following the receipt of the written notification by the employees to the Manager of the Division of Payroll.

Section 2. Prior to the end of the pay week, each employee shall review their time sheet submission to ensure accuracy. On the last day of the pay week, the County

shall allow each employee no less than five (5) minutes by the end of their shift prior to end of pay week to review their time submission to ensure its accuracy. If employee is absent on the last day of the pay week, the Employee shall be given five (5) minutes on the first day the employee returns to work to review their time submission to ensure its accuracy. Employees will be given a one-pay period grace period within which to correct any errors or omissions in their time sheets.

ARTICLE 46: LOUNGES/LUNCH ROOM

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

ARTICLE 47: FIRST AID

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

ARTICLE 48: USE OF NON-BARGAINING UNIT EMPLOYEES/SUBCONTRACTING

Section 1. In the interest of efficient and/or effective operations and consistent with past practice, the County may use within the Division of Public Works individuals engaged in Court Community Service for (i) leaf clean up along the perimeters of the County buildings and properties, and (ii) to clean parking lots, if they are using hand tools, provided that such use does not reduce the working hours or result in a layoff of current bargaining unit employees.

Section 2. In the event of exigent circumstances, the County may utilize student part-time help to perform event parking duties and/or student landscaping provided that no bargaining unit member is on a recall list and bargaining unit members hours are not reduced.

Section 3. Supervisors shall not be permitted to perform bargaining unit work, except in the case of an emergency, or for purposes of training, or if a bargaining unit employee is absent, in which case a supervisor may assist with the basic job duties of that classification. The assistance provided by supervisors shall not reduce the working hours or result in a layoff of bargaining unit members and shall be limited to sixteen (16) hours per event. The sixteen (16) hour limitation shall not apply to a catastrophic event which may lead to the loss of a facility. The details as they relate to each location will be discussed at the Labor - Management Committee.

Section 4. 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.

Section 5. If the bargaining unit employees are laid off and are on a recall list, they shall be offered the opportunity to work prior to the County utilizing non-bargaining unit employees. Compensation shall be at the contractual rate.

ARTICLE 49: 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, as soon as reasonably practicable, but no later than thirty (30) days from the date of submission. If the IRS rate changes, the rate change will be implemented within thirty (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 50: PARKING

Parking for all employees who work second and third shift shall be free at County owned and operated lots and garages.

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

ARTICLE 51: IDENTIFICATION CARD

All bargaining unit employees upon the date of hire, shall be provided with a clip-on card, identifying him/her as an employee of the County and bearing a color photograph of the employee and 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 their identification card during the course of their hours of work for security purposes. The identification card is not required to be worn in transit from the agency and shall be presented upon arrival at any destination.

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

If an employee has not had an updated identification card within the last seven (7) years of the effective date of this agreement, and the employee's photograph is significantly different than the employee's current appearance, then the County shall provide the employee with an updated identification card. At an employee's request, the County shall provide an updated identification card after the employee's seventh anniversary date of hire and thereafter after the passage of seven (7) years from receipt of the updated card. Nothing in this Article is intended to limit the County's right to require that an ID card be updated whenever the County deems it appropriate.

ARTICLE 52: INSURANCE

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

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

A) MetroHealth Plans

1) For all three (3) years of the Agreement, the County shall offer an HSA plan through the MetroHealth System with no biweekly contribution from employees.

2) The bi-weekly contribution for a non-HSA plan offered through MetroHealth shall be as follows:

- a. 2024: 93% County, 7% Employee
- b. 2025: 93% County, 7% Employee
- c. 2026: 93% County, 7% Employee

B) Other Plans

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

- 1) 2024: 86% County, 14% Employee
- 2) 2025: 86% County, 14% Employee
- 3) 2026: 86% County, 14% Employee

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

Section 4. Effective the first day of the first month following full execution of this Agreement, and for all three (3) years of the Agreement, the County shall pay 86% of the cost of the ancillary benefit plans and the employees shall pay 14%.

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

Section 6. The County may implement or discontinue incentives for employees to participate in County sponsored wellness programs, including, but not limited to, the right to offer the opportunity to reduce employee contributions through participation in wellness programs as determined by the County.

Section 7. The County may offer incentives to encourage use of low cost providers/plans (including HSA plans) which may be discontinued or modified by the County in future plans years with notification to the Union.

Section 8. 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 53: SICK LEAVE CONVERSION

An employee may elect, at the time of formal retirement from active service with the County and with ten (10) or more years of prior service with the State or any political subdivisions, to be paid in cash for twenty-five (25) percent of 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 two hundred forty (240) hours.

ARTICLE 54: WAGES

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

For 2024: The wage rates for 2024 are retroactive to the first day of the first full pay period in January 2024 (January 14, 2024) and are inclusive of a two percent (2%) General Wage Increase ("GWI"). Only those employees who are in active status in this bargaining unit as of the date this Agreement is ratified by County Council shall be eligible to receive the retroactive payment provided herein.

For 2025: Effective the first day of the first full pay period in January 2025, bargaining unit employees shall receive a two percent (2%) GWI increase to their base hourly wage as reflected in Appendix B.

For 2026: Effective the first day of the first full pay period in January 2026, bargaining unit employees shall receive a two percent (2%) GWI to their base hourly wage as reflected in Appendix B.

Section 2. New employees in the classification of Custodial Worker shall be employed at the starting rate of the pay. See Appendix B. An employee shall advance to the contract rate beginning on the first day of the pay period within which the employee completes six (6) months of service.

Section 3. Employees who are regularly assigned to the 2nd shift shall be paid a shift differential of twenty-five cents (\$.25) per hour for all hours worked on 2nd shift.

Section 4. In the event that an employee receives an overpayment, the parties agree that the County has the right to recoup the overpayment. Prior to recouping the overpayment, the County shall meet and discuss the terms of repayment with the employee and the Union representative.

ARTICLE 55: WASH UP TIME

Section 1. Employees shall be permitted a reasonable time at the end of each work day before quitting time for wash-up and a reasonable time immediately prior to lunch for wash-up, provided facilities are available at the work location. Wash-up time shall be utilized for personal clean-up and shall not be considered free time which the employee can use for any other purpose. Wash-up time is not cumulative and will only be allowed when the work schedule permits.

Section 2. As used in this Article, a reasonable time shall be no more than fifteen (15) minutes, excepting in the case of a mechanic who may need additional time. Approval for such additional time shall not be unreasonably denied by the mechanic's supervisor.

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

ARTICLE 56: UNIFORMS AND TOOLS

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

Section 2. The County will reimburse those employees that the County requires to wear ASTM compliant steel toe or ASTM compliant composite toe work boots, *OR* a high visibility work jacket conforming to ANSI/ISEA 107-2015 Type R, class 2 or higher specifications, up to three hundred (\$300.00) dollars per year. Work shoes, boots, and work jacket must be approved by the County. To be eligible for reimbursement, employees must provide original receipts for the purchase of work shoes, boots, or work jacket. All original receipts will be retained by the County. All requests for reimbursement and receipts shall be submitted by November 15th of the appropriate

year. Once all necessary documentation has been submitted, the employee shall be reimbursed within thirty (30) calendar days.

Section 3. In the event that the Mechanics in the bargaining unit require new tools to complete their job assignments, the County will provide the new tools that it determines are necessary to complete. In the event that the mechanics in the bargaining unit require tools to complete work on County equipment that is not part of the general/regular repairs, such as specialty diagnostics, unique or non-routine repairs, the County may provide the tools that it determines are necessary to complete the work. Tools provided by the County shall remain County property.

Section 4. The County shall grant a tool replacement fund to those employees holding the position of Auto Mechanic and Maintenance Repair Worker for tools purchased which are used in their employment with the County. Reimbursement for shoes/boots and tools combined shall not exceed Five Hundred Dollars (\$500.00) per year. To be eligible for reimbursement of tools, employees must provide original receipts which will be retained by the County. All requests for reimbursement and original receipts for purchase of tools shall be submitted by November 15th of the appropriate year. Once all necessary documentation has been submitted, the employee shall be reimbursed within thirty (30) calendar days.

Section 5. Upon separation from County employment, employees must return to their Department Management all County-issued property, including, but not limited to uniforms, keys, ID Badges, County owned tools, and other such equipment.

ARTICLE 57: 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 58: SAVINGS CLAUSE

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

ARTICLE 59: MODIFICATION

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

ARTICLE 60: 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 61: WAGE CONTINUATION

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

ARTICLE 62: 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 63: CALL OFF PROCEDURE

An employee who desires to call off from work due to illness, injury or a serious health condition shall contact his or her immediate supervisor via electronic mail or telephone as soon as reasonably practicable, no later than one (1) hour before the employee's scheduled starting time.

ARTICLE 64: TARDIES and UNPAID/UNEXCUSED TIME

(A) TARDIES:

Section 1. If an employee is late to work, the employee may use paid time off to cover the time missed, in the following order: compensatory time, then vacation leave ("eligible paid leave"). Paid sick leave is not available for this purpose. In order to receive paid leave, employees who are going to be late must notify the County by calling the call-in line.

Section 2. If an employee is late and does not have eligible paid leave or elects not to use paid leave, the employee shall be considered under Section (B), Unpaid/Unexcused Time of this Article.

Section 3. If an employee uses eligible paid leave, any time missed as a result of an employee being tardy shall not be considered under Section (B), Unpaid/Unexcused Time of this Article, but may be subject to the following progressive discipline. If an employee is tardy more than four (4) times in a three (3) month period (an offense) for which the employee elected to use eligible paid leave, then the employee shall be subject to the following progressive discipline:

1. First offense - Verbal Warning
2. Second offense - Written Reprimand
3. Third offense - One (1) day unpaid suspension
4. Fourth offense – Three (3) day unpaid suspension
5. Fifth offense – Five (5) day unpaid suspension
6. Sixth offense - Termination

Section 4. Corrective action issued to a tardy employee, as outlined above, shall remain in effect for one (1) year from the date the last corrective action was issued, unless another offense occurs within the one (1) year period, in which case a new one (1) year period begins starting with the date that the subsequent corrective action was administered.

(B) UNPAID/UNEXCUSED TIME:

Section 1. Absence of less than one (1) hour shall be considered Tardy and follow Article 64 (A). Absence of one (1) hour or more without pay shall be administered as follows:

DISCIPLINE ATTENDANCE CONTROL PLAN SUMMARY CHART:

Hours of Unpaid/Unexcused Time	Hours of Unpaid/Unexcused Time
Between 4 hours and 7 hours and 59 minutes	Verbal Reprimand
Between 8 hours and 12 hours and 59 minutes	Written Reprimand
Between 12 hours and 19 hours and 59 minutes	One-Day Unpaid Suspension
Between 20 hours and 23 hours and 59 minutes	Three-Day Unpaid Suspension
Between 24 hours and 29 hours and 59 minutes	Five-Day Unpaid Suspension
30 hours or more	Termination

Section 2. Discipline for Unpaid/Unexcused Time as outlined above shall remain active for progressive discipline purposes for one (1) year from the date the discipline was

issued, unless another discipline occurs within the one (1) year period, in which case a new one-year period begins, starting with the date that the subsequent discipline was administered.

Section 3. If an employee accumulates several occurrences within a single pay period, the employee may be advanced to the level of discipline called for in these guidelines even if the employee has no prior discipline

Section 4. The County shall have the right to require a working suspension in lieu of an unpaid suspension.

ARTICLE 65: TUITION REIMBURSEMENT/CONTINUING EDUCATION

The County shall apply the Public Works Continuing Education Policy currently in effect to all bargaining unit employees for the term of the contract unless covered under the County's Tuition Reimbursement Plan.

ARTICLE 66: TEMPORARY FACILITY CLOSING

Section 1. If the County Executive determines to temporarily close a facility for any reason other than those set forth in Article 18 (Inclement Weather), the staffing levels will be maintained unless otherwise determined by the Director of Public Works or his designee.

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

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

Section 4. If staffing levels are reduced, and if the employees are deemed to be essential and are required to continue working, then such employee will receive compensatory time for those hours worked on an hour for hour basis.

Section 5. In determining the skeletal crew at a County location, the County shall first request volunteers. If a sufficient number of employees volunteer, then the employees with the most seniority may work. If a sufficient number of employees do not volunteer, then the County may force in order of inverse seniority.

ARTICLE 67: DURATION


This Labor Contract represents the complete understanding between the parties on all issues and shall become effective on the date of ratification by County Council and

remain in full force and effect until 11:59 p.m., December 31, 2026 and, thereafter, from year to year unless at least ninety (90) calendar days prior to said expiration, or anniversary thereof, either party gives timely notice to the other of an interest to terminate the Contract. Within ten (10) calendar days after receipt of said notice a conference will be arranged to negotiate any proposals.

ARTICLE 68: 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

September 9, 2024
Date

FOR THE COUNTY:



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

9/11/24
Date

Approved as to legal form:



Nora L. Hurley
Cuyahoga County Law Department

APPENDIX A

LIST OF JOB CLASSIFICATIONS

It is understood and agreed that the following positions assigned to the Cuyahoga County Public Works are included in the Bargaining Unit:

Custodial Worker

Maintenance Repair Worker

Auto Mechanic

Landscaper (fka Groundskeeper)

Stores Clerk

Mail Clerk/Messenger

Truck Driver

Note: If and when the County should reinstate the classifications of Radio Dispatcher or Facilities Parking Attendant, the Union shall be the sole and exclusive bargaining unit representative.

APPENDIX B

WAGES

	2024	2025	2026
	Job rate	Job rate	Job rate
A Auto Mechanic Maintenance Repair Worker	28.25	28.82	29.40
B Landscaper (fka Groundskeeper)	26.26	26.79	27.33
C Stores Clerk Truck Driver	24.95	25.45	25.96
D Mail Clerk/Messenger	22.71	23.16	23.62

	2024		2025		2026	
	Entry rate	Job rate	Entry rate	Job rate	Entry rate	Job rate
	0 months	6 months	0 months	6 months	0 months	6 months
E Custodial Worker	20.44	21.51	20.84	21.94	21.26	22.38

APPENDIX C

SIDE LETTER OF AGREEMENT

REGARDING 2026 GENERAL WAGE INCREASE

Cuyahoga County and Laborer’s International Union of North America Local 860 (Facilities Maintenance) (The “Union) collectively referred to as the “Parties”) are parties to a Collective Bargaining Agreement (“CBA”) for the period of January 1, 2024, to December 31, 2026.

Pursuant to Article 54 of the CBA, Wages, the parties negotiated a two percent (2%) General Wage Increase (“GWI”) for 2026. The Parties further agree that if Cuyahoga County Council approves an across-the-board GWI that exceeds two Percent (2%) for non-bargaining County Executive employees for 2026, the 2026 across-the-board GWI in this Agreement shall be increased to equal the across-the-board GWI for non-bargaining County Executive employees.

According to Section 1 of Article 54, Wages, the effective date for the 2026 2% general wage increase is the first day of the first full pay period in January 2026. If Cuyahoga County Council approves an across-the-board GWI increase for 2026 greater than 2% for non-bargaining County Executive employees *before* the first day of the first full pay period of January 2026, then the effective date for the across-the-board GWI increase in Article 54, Section 1 will remain the first day of the first full pay period of January 2026. If Cuyahoga County Council approves an across-the-board GWI increase for 2026 greater than 2% for non-bargaining County Executive employees *after* the first day of the first full pay period of January 2026, then the effective date for the across-the-board GWI increase shall be the same effective date as given for non-bargaining County Executive employees.

This Side Letter does not apply to any other compensation and/or wage increases provided to other non-bargaining County Executive employees, nor for any non-Executive County employees, and shall expire on December 31, 2026.

For the Employer:



Date: 9/11/24

For the Union:



Date: September 9, 2024