

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CUYAHOGA COUNTY

AND

**EXCAVATING, BUILDING MATERIAL, CONSTRUCTION
DRIVERS, RACE TRACK EMPLOYEES, PUBLIC EMPLOYEES,
MANUFACTURING, PROCESSING, ASSEMBLING AND
INSTALLER EMPLOYEES, LOCAL UNION NO. 436,
AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF
TEAMSTERS**

ANIMAL SHELTER

January 1, 2024 through December 31, 2026

**Collective Bargaining Agreement
Cuyahoga County—Teamsters Local 436
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ARTICLE 1 **PURPOSE**

SECTION 1. This Contract sets forth a complete Agreement between the County and the Excavating, Building Material, Construction Drivers, Race Track Employees, Public Employees, Manufacturing, Processing, Assembling and Installer Employees, Local Union No. 436, affiliated with the International Brotherhood of Teamsters, the Teamsters Local Union No. 436, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union" which represents employees as specified herein. Specifically, the Agreement addresses all matters pertaining to wages, hours, or terms and other conditions of employment mutually expressed between the parties.

SECTION 2. The male pronoun or adjective where used herein refers to the female also unless otherwise indicated. The term "employee" or "employees" where used herein refers to all employees in the bargaining unit. The purpose of this contract is to provide a fair and reasonable method of enabling employees covered by this contract to participate, through Union representation, in the establishment of the terms and conditions of their employment and to establish a peaceful procedure for the resolution of contract differences between the parties. This contract shall comply with the Laws of the United States, the State of Ohio, and all applicable governmental administrative rules and regulations which have the effect of Law.

ARTICLE 2 **MANAGEMENT RIGHTS**

The County retains the right and the authority to administer the business of the Department and, in addition to other functions and responsibilities which are not specifically modified by this Agreement, the Union shall recognize the County has, and will retain, the full right and responsibility to direct the operations of its Departments, to promulgate reasonable rules and regulations and to otherwise exercise the prerogatives of management, and more particularly, including, but not limited to the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, demote, layoff, recall, reprimand, suspend, discharge or discipline for just cause, and to maintain discipline among employees;
- B. To manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed;
- C. To determine goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively and efficiently meet these purposes;
- D. To determine the size and composition of the work force, including the right to layoff employees from duty due to lack of work or lack of funds;
- E. To determine the hours of work and work schedules and to establish the necessary work rules for all employees;

- F. To determine when a job vacancy will be filled, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- G. To determine the necessity to schedule overtime and the amount required thereof;
- H. To determine the Department's budget and uses thereof;
- I. To maintain the security of records and other pertinent information;
- 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 **RECOGNITION**

SECTION 1. The Union is recognized as the sole and exclusive representative for all employees in the following job classifications for the purpose of establishing rates of pay, wages, hours and other conditions of employment, but excluding all supervisors (as defined in Chapter 4117 Ohio Revised Code) and security employees.

SECTION 2. The Union's exclusive bargaining unit includes the following job classifications and the County will not recognize any other Union as the representative for any employees within such classifications:

Included: Deputy Dog Warden and Maintenance Laborer.

Excluded: All management level, confidential, professional, supervisors and guards as defined by Ohio Revised Code, Section 4117.

SECTION 3. In the event the name of the classification in the bargaining unit is changed and the work duties remain substantially unchanged, the County will promptly notify the Union of said change.

SECTION 4. In the event a new classification is established by the County which is related to an existing classification in the bargaining unit, the County will promptly notify the Union prior to placing the classification into effect. The parties agree to meet within seven (7) days of the notice to mutually agree upon whether the new classification is to be included in the bargaining unit. If the parties are unable to agree, the Union may file a grievance at Step 4 of the Grievance Procedure.

SECTION 5. The County shall make available to the Union the current job descriptions for all jobs in all classifications in the bargaining unit. The County reserves the right to modify, change or amend the content of a job description. 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 County will allow the Union to respond to the proposed change before implementing the change.

ARTICLE 4 **UNION REPRESENTATION**

SECTION 1. The non-employee representative of the Union shall be admitted to the County's facilities and sites during working hours upon reasonable advance notice to the Shelter Administrator and/or his/her designee. Such visitation shall be for the purpose of ascertaining whether or not this Contract is being observed by the parties, to participate in the adjustment of grievances, or to attend other meetings as provided herein.

SECTION 2. The County recognizes the right of the Union to select a Steward and an Alternate Steward to represent the employees, upon request, on grievances concerning the interpretation or application of this Contract.

SECTION 3. Stewards shall process grievances with proper regard for the County's operational needs and work requirements, and shall cooperate in good faith with the County in keeping to a minimum the time lost from work due to grievance handling.

SECTION 4. The Union shall furnish the County with a written list of the Stewards indicating the Department and shift to which each is assigned, and further, shall promptly notify the County in writing of any changes herein.

ARTICLE 5 **NON-DISCRIMINATION**

SECTION 1. The County and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex/gender, genetic information, sexual orientation, ancestry, military or veteran status, national origin, age, or disability, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex/gender, genetic information, sexual orientation, ancestry, military or veteran status, national origin, age, or disability.

SECTION 2. The County and the Union agree that there will be no discrimination by the County or the Union against any employee because of any employee's lawful activities and/or support of the Union.

SECTION 3. The use of the male or female gender of nouns or pronouns is not intended to describe any specific employee or group of employees but is intended to refer to all employees in job classifications, regardless of sex.

ARTICLE 6

CHECK-OFF

SECTION 1. The County shall deduct initiation fees and monthly dues from the pay of the employees covered by this Agreement and upon receipt from the Union of individual written authorization cards voluntarily executed by an employee for that purpose and bearing his signature, with the exception of non-members who, if Sections 2, 3 and 4 of this Article are applicable, shall have fair share dues deducted in accordance with Ohio Revised Code, Section 4117.09(C). Deductions will be made from the pay of all employees during the first pay period of each month. In the event of an employee's first month pay being insufficient for such purpose, the County will deduct the difference owed from the pay earned in the first pay period of the following month, or if this is insufficient, a subsequent period.

SECTION 2. All deductions under this Article, accompanied by an alphabetical list of all employees for whom deductions have been made, showing the type of deduction made, 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, and, upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted. Immediately upon hiring a new employee who is subject to a fair share fee, the County shall provide to the Union the names and addresses of said employees. The Union will distribute to such employees all literature which is necessary to explain such fee, as required by law. The County will likewise furnish names and addresses of other employees becoming subject to the fair share fee at least thirty (30) days prior to deduction.

Nothing in this Article shall be deemed to require any employee to become a member of the Union. All employees covered by this Agreement who have not become Union members may voluntarily elect to pay a fair share fee. If an employee voluntarily signs a fair share fee authorization, and a copy of the fair share fee authorization is given to the Employer, then the Employer will submit the fair share fee to the Union in the same manner as it submits Union dues deductions. All disputes concerning the amount of fair share fee shall not be subject to the grievance procedure of this Agreement. Disputes of this nature shall be resolved under the Union's internal rebate reduction procedure, and the Union warrants to the Employer that it has a fair share fee notice and internal rebate procedure that complies with both federal and state law.

Names and addresses of all new bargaining unit members shall be provided to the Union on a monthly basis.

SECTION 3. The Union will indemnify and save the County harmless from any action growing out of the deductions made by the County hereunder and commenced by an employee against the County (or the County and Union jointly).

SECTION 4. All employees of the bargaining unit shall have all rights and privileges set forth in Ohio Revised Code, Section 4117.09 (C) pertaining to the Union's internal rebate procedure regarding political or other expenditures by the Union that are not related to collective bargaining.

ARTICLE 7
UNION SECURITY

SECTION 1. All present employees who are members of the Union on the effective date of this Agreement, or become members during the term of this Agreement, shall remain members of the Union provided that such employees may resign from the Union pursuant to applicable state law. Notice of resignation must be in writing and presented to the Union Representative and the County. The payment of an initiation fee and dues uniformly required of the membership shall be the only requisite condition of Union membership.

ARTICLE 8
NO STRIKE / NO LOCKOUT

SECTION 1. The Union shall not directly, or indirectly, call, sanction, instigate, finance, and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike, work stoppage or slowdown, at any operation or operations of the County for the duration of the Labor Contract.

SECTION 2. The Union shall cooperate with the County in continuing operations in a normal manner and shall actively discourage and endeavor to terminate any violations of this paragraph.

SECTION 3. In the event any violation of this paragraph occurs, the County will immediately notify all employees that the strike, walkout, work stoppage, or slow down at any operation or operations of the County is prohibited and is not in any way sanctioned or approved by the Union. The Union shall also immediately advise all employees to return to work at once. Violation of this Article may result in discipline up to and including termination.

SECTION 4. 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.

ARTICLE 9
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 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 statement.

SECTION 2. Any absence of five (5) or more consecutive work days during any probationary period shall toll the duration of the probationary period by the duration of the

absence, extending the original date of the probationary period by the period of the absence.

SECTION 3. The following time shall not be counted as part of the probationary period:

- Days spent on any unpaid leave of absence; or
- Days spent on a paid leave of absence for more than five (5) consecutive working days.

ARTICLE 10 **SENIORITY**

SECTION 1. Job classification seniority shall be defined as an employee's continuous length of service while holding the same classification, inclusive of any time worked in a Temporary Work Level ("TWL") in a bargaining or non-bargaining classification. The employee shall receive seniority credit for all time spent on the County's payroll in that classification or TWL status. Job classification seniority would be used to determine lateral transfers, shift and work week bids.

SECTION 2. County employment seniority shall be defined as an employee's continuous length of service, effective from their date of hire. County employment seniority would be applied for the purpose of accruing vacation, and accrued sick leave. County employment seniority shall be terminated when an employee:

- A. quits or resigns;
- B. is discharged for just cause;
- C. is laid off for a period of more than twelve (12) consecutive months;
- D. is absent without leave for three (3) consecutive working days;
- E. fails to report for work when recalled from lay off within fourteen (14) consecutive working days from the date on which the County sends the employee notice, by certified mail that he has been recalled from lay-off, unless satisfactory excuse is shown.

SECTION 3. The County will provide the Union with a list of all employees in the bargaining unit, listing name, job classification, date of hire, and the date of classification, not more than twice per year upon request of the Union.

SECTION 4. 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 5. An employee may hold a TWL position for up to six (6) months. If it is desired that the TWL position continue beyond six (6) months, the parties may mutually agree to do so. Should an employee decide to withdraw from the TWL status prior to the end of their stated term or the County determines that the employee is unable to continue to fulfill the operational needs of the TWL position prior to the end of the stated term, the employee will have the opportunity to return to their previous position at the Animal Shelter. Upon return to the employee's original classification, their bargaining unit seniority will be credited in full.

ARTICLE 11

GRIEVANCE PROCEDURE

SECTION 1. A grievance is any matter concerning the interpretation, application or alleged violation of this Agreement between the County and the Union, or which alleges an employee has been discharged or disciplined without just cause.

SECTION 2. A grievance which affects a group of employees, arising from the same event and/or set of facts, shall be known as a "Policy Grievance." A Policy Grievance may be filed at Step 2 of the Grievance Procedure.

SECTION 3. A grievance relating to discharge, suspension, layoff or recall may be filed at Step 3 of the Grievance Procedure.

SECTION 4. A grievance under this procedure may be brought by an employee who is in the bargaining unit and/or the Union.

SECTION 5. The time limits set forth in the Grievance Procedure shall, unless extended by mutual agreement of the County and the Union, be binding; and any grievance not timely presented, or timely processed thereafter, shall not be considered a grievance under this Agreement. Any grievance not timely processed by the County at any of the preceding steps may be immediately referred by the Union to Step 3 of the Grievance Procedure. Working days, as provided within the Grievance Procedure, shall not include Saturdays, Sundays or Holidays.

STEP 1 County Chief Dog Warden and/or his/her designee The aggrieved employee, with the Union Representative present, if the former so chooses, shall discuss the grievance orally with the Chief Dog Warden or designated responsible party within five (5) working days after the employee is aware of the problem, but not more than ten (10) working days from the date of the occurrence which gave rise to the grievance. The immediate supervisor shall submit a written response to the grievance within five (5) working days following the date the grievance was presented.

STEP 2 Shelter Administrator and/or his/her designee If the grievance is not resolved at Step 1, the employee, with the Union Representative, if the former desires, shall refer the grievance to the designated County Animal Shelter Administrator in writing, within five (5) working days after receiving the Step 1 reply. The County Animal Shelter Administrator or his designee shall investigate and respond in writing to the grievant and the Union within five (5) working days following the date the grievance was presented at Step 2.

STEP 3 Department of Human Resources Division of Employee and Labor Relations Director If the grievance is not thereby resolved, a written copy shall be submitted to the County's Director of Human Resources-Employee and Labor Relations or his designee within five (5) working days after the Union receives the answer under Step 2. A meeting shall be held between the County's Director of Human Resources-Employee and Labor Relations and /or designee, the Steward and the Grievant. Within ten (10) working days following the date of the meeting, a written response to the grievance shall be sent to the Union.

SECTION 6. If the grievance is not settled at Step 3, the Union may request final and binding Arbitration within thirty (30) calendar days following the date that the decision at Step 3 is received.

SECTION 7. Once a matter has been approved for Arbitration, the Union shall request a panel of seven (7) Arbitrators from the Federal Mediation and Conciliation Service. The parties shall be bound to select an Arbitrator within thirty (30) days from receipt of said panel by the strike-off method, the Union and the County alternately striking a name from the panel, the last remaining Arbitrator to be deemed the mutual selection of the parties.

SECTION 8. The decision of the Arbitrator shall be final and binding upon the County, the Union, and the employee(s), and shall be implemented within sixty (60) days. The Arbitrator's authority shall be limited to interpretation and application of this Agreement, and he shall have no authority to 1.) add to or subtract from or modify in any way, the provisions of this Agreement; 2.) pass upon issues governed by Law; or 3.) make an award conflicting with the Law.

The fees and expenses of the Arbitrator shall be borne equally by the County and the Union.

ARTICLE 12 LAYOFFS AND RECALL

SECTION 1. Whenever it is necessary to reduce the working force of the County, either for lack of work or lack of funds, employees shall be laid off based upon seniority within the affected classification within their division in the following order:

- a.) Part-time employees;
- b.) Regular full-time employees.

SECTION 2. Regular full-time employees shall be given a minimum of fourteen (14) calendar days advance written notice of layoff indicating the circumstances which make the layoff necessary.

SECTION 3. In the event an employee is laid off, he shall receive payment for earned but unused vacation as quickly as possible, but no later than fourteen (14) days after layoff.

SECTION 4. Before any bargaining unit employee is given notice of layoff under the above paragraph, the County and the Union will meet immediately for the purpose of attempting to find an available job, which the affected employee may be qualified to perform. If any such job is available, the employee will be given consideration for the open position. The Union shall receive a copy of all such layoff notices.

SECTION 5. Employees shall be recalled in the reverse order of layoff. An employee on layoff will be given three (3) working days notice of recall from the date on which the County sends the recall notice to the employee, by certified mail, to his last known address (as shown on the County's records). A laid off employee will be recalled to his former position with full rights in the event that this position becomes available within one (1) year after his layoff date.

ARTICLE 13 **BID PROCEDURE**

SECTION 1. Whenever there is a vacancy in a classification within the bargaining unit, the County shall post notice where the vacancy exists. The bid notice shall contain: the classification, job description, minimum qualifications as determined by the County, shift and salary. The bid notice shall be posted for a minimum of five (5) consecutive working days. Employees who meet the minimum qualifications may apply as noted on the job posting with the Department of Human Resources. Official notification will be made after approval by the Cuyahoga County Executive, but no later than five (5) working days after approval.

SECTION 2. Any employee wishing to apply for a posted vacancy, must submit his application in writing/electronically (as noted on the job posting) to the Department of Human Resources by the end of the posting period, in order to be considered for the position. Seniority, skill, and ability shall be the determining factors in filling all vacancies. Seniority shall be the determining factor only when skill and ability are of equal measure.

SECTION 3. After the initial appointment or promotion to an upgraded job category, the first ninety (90) calendar days of service in the position to which appointed or promoted shall be considered the probationary period.

SECTION 4. If, after initial appointment or promotion as bid by the employee to an upgraded category, said employee does not satisfactorily complete the ninety (90) calendar day probationary period as determined by the County, he/she may be reassigned to his/her previous job, if available.

ARTICLE 14
HOURS OF WORK AND OVERTIME

SECTION 1. The County shall rotate overtime opportunities among qualified full-time employees who normally perform the work, or have organized the program, that is being assigned for overtime.

- a. List starts with the most senior and moves down the list to include the least senior employee. Employees shall provide a current contact phone number where they can be reached in the event of an emergency.
- b. An employee who is offered and refuses an overtime assignment shall be credited on the rosters as if he/she worked. A refusal will be construed as a verbal refusal or an unanswered phone call.
- c. The County shall maintain a holiday overtime and a special event overtime roster on a weekly basis, which will be posted continuously in an area accessible to the bargaining unit.
- d. When a new employee enters the bargaining unit they shall be placed at the bottom of the seniority list according to the date of hire.
- e. If offered overtime does not get staffed, the County is obligated to fill that position by reverse seniority.
- f. Special Event Overtime – All available overtime shifts for any special event shall be offered starting with the top employees in the special event overtime roster rotation and continuing through the rotation until all manpower needs are filled. Employees not scheduled on a day the shift is offered shall work a minimum of four (4) hours
- g. When an employee signs up for an overtime assignment (including a holiday, extra shift or special event), and fails to call in or fails to report to that overtime assignment to which they committed to work, such employee shall not be eligible for the next overtime assignment unless the employee can provide proper documentation that their absence was due to an emergency situation.

SECTION 2. All employees in the job classifications covered by this Contract shall receive time and one-half (1 1/2) their regular rate of pay for all hours worked in excess of forty (40) in one (1) work week.

SECTION 3. All employees in the job classifications covered by this Contract shall receive time and one-half (1 1/2) their regular rate of pay for all hours worked on Holidays.

SECTION 4. Paid holiday hours, paid vacation hours, and compensatory time shall be counted as hours worked for the purpose of computing overtime.

SECTION 5. In the event of an emergency during a shift requiring overtime duty which is offered and refused in compliance with this article, the least senior employee on the shift will be required to accept said overtime assignment at the regular overtime rate applicable.

SECTION 6. The normal workweek shall be five (5) consecutive workdays. The normal workday shall be eight (8) consecutive hours inclusive of a forty-five (45) minute paid lunch. The lunch break shall be taken in accordance with the employee's immediate Supervisor's instructions in accordance with Article 18, Lunch Breaks. If the County finds it necessary to modify the work schedule, it shall promptly notify the Union to discuss related changes.

SECTION 7. The County shall post all work shifts with fixed starting times, once each year. Bargaining unit members shall be allowed to bid on said shifts in compliance with Article 10, Seniority. Changes to work shift assignments shall become effective no later than December 15th of each year.

SECTION 8. The County agrees to pay compensatory time at the rate of time and one half (1 ½) their regular hourly rate. The employees may accrue a maximum of 120 hours of compensatory time which must be used no later than 180 days from the date it was accrued. All compensatory time remaining after 180 days shall be paid in cash the next pay period by the County. The use of all compensatory time must be requested by the employee at least seventy-two (72) hours before it may be taken. Based on operational needs, the County shall grant at least one request for compensatory time if practicable. When faced with more than one request for the same or overlapping compensatory time off and/or vacation leave, seniority shall govern.

ARTICLE 15 **REPORT-IN-PAY/CALL-IN-PAY**

SECTION 1. An employee who reports to work on a regularly scheduled work day without previous notice not to report, shall receive a minimum of four (4) hours work (or four hours pay in lieu thereof) at the applicable hourly rate.

SECTION 2. An employee who is called into work at a time when he is not regularly scheduled to report shall receive a minimum of four (4) hours work (or four hours pay in lieu thereof) at the applicable hourly rate.

ARTICLE 16 **VACATIONS**

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

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

SECTION 2. The County shall permit an employee to accumulate and carry over his vacation leave to the following year, but in no case shall vacation leave be carried over more than three (3) years.

SECTION 3. If an employee is terminated (voluntarily or involuntarily) prior to taking his vacation, he shall receive the unused, vacation leave which he has accrued. In case of death of an employee, the unused vacation leave shall be paid to his estate or in accordance with Ohio Revised Code, Section 2113.04.

SECTION 4. If a recognized holiday falls within an employee's vacation leave, the employee shall receive an additional paid vacation day in lieu of the holiday.

SECTION 5. Employees shall submit their vacation requests during an annual vacation selection period for the following year after management has determined what the work schedule will be for that year. The County shall make a good faith effort to post the work schedule by December 15th of each year.

- a. Vacation requests made during the annual vacation selection period shall be granted based on seniority with the understanding that full weeks of vacation shall be scheduled first on a rotational basis with the most senior employee picking first and so on.
- b. Next, vacations in increments of less than a week surrounding holidays shall be scheduled by seniority on a rotational basis, with the most senior employee picking first, followed by the next senior employee and so forth. Employees who initially selected full week vacations around a holiday shall be skipped in the rotation.
- c. Vacation requests made after the annual vacation selection period shall be granted on a first come, first serve basis.

ARTICLE 17 **HOLIDAYS**

SECTION 1. All regular full time employees shall be entitled to the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Columbus Day
Memorial Day	Thanksgiving Day
Juneteenth	Day After Thanksgiving
Independence Day	Christmas Day

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

SECTION 3. Holidays falling on a weekend shall be observed in accordance with the County's holiday schedule which shall be published in January of each year. An employee who works on a recognized holiday will be paid time and one-half (1 ½) their regular rate of pay. As a safety concern, on such holidays, a minimum of two (2) employees shall be staffed to work the same shift.

SECTION 4. Excluding special events, on days that the closure of the Animal Shelter facility is requested and approved, employees that are scheduled to work such day shall be paid time and one-half (1 ½) their regular rate of pay. If offered overtime does not get staffed, the County is obligated to fill that position by reverse seniority of those employees regularly scheduled for that day. Using the regularly scheduled staff pool for that day, a minimum of two (2) employees will be offered overtime for such day, using seniority within that regularly staffed pool.

SECTION 5. 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.

SECTION 6. To be entitled to holiday pay, employees must work their scheduled work day before and after the holiday unless the employee provides satisfactory documentation of sickness or injury that prevented the employee from working.

ARTICLE 18 **LUNCH BREAKS**

SECTION 1. All bargaining unit employees shall receive a forty-five (45) minute paid lunch break each day. Bargaining unit employees shall have the opportunity to leave the premises for such breaks. In addition, each employee shall receive a fifteen (15) minute break each day.

SECTION 2. Employees as a group may elect to combine their forty-five (45) minute lunch break with their fifteen (15) minute break for a total of a one (1) hour lunch break.

ARTICLE 19
APPLICATION FOR LEAVE OF ABSENCE

SECTION 1. All leaves of absence without pay and any extension thereof must be entered electronically via Infor, at least ten (10) 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 the requested leave of absence will include the reason for the denial.

SECTION 2. 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 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 shall cancel the leave and direct the employee to return to work. Appropriate disciplinary action may be taken after a review of the circumstances.

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, shall be deemed to be absent without leave.

ARTICLE 20
SICK LEAVE

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

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

SECTION 2. An employee transferring to the County from any other public agency of any public subdivision of the State or any municipality shall not be permitted to transfer his accumulated but unused paid sick leave.

SECTION 3. When an employee is ill, he will report his illness at least one (1) hour prior to his scheduled starting time except for unusual circumstances. The actual approval for sick leave shall be made by the Animal Shelter Manager or their designee.

SECTION 4. An employee who is absent on paid sick leave shall fill out the appropriate information electronically on Infor to justify the use of sick leave. If medical attention is required, a certificate from the employee's licensed physician as to his fitness to perform his required duties shall be a prerequisite to his return to work. Also, this certificate shall indicate that the employee was under the physician's care and was advised by the physician to remain home from work.

SECTION 5. The County expressly reserves the right to require an employee to submit to a medical examination (at County's expense) to determine an employee's fitness and ability to perform the duties of a specific job. The County shall have the right to deny the payment of sick leave when a request for leave is not satisfactorily or timely submitted.

SECTION 6. Disability leave for a personal illness or injury shall be limited to one (1) year. An employee on a recognized Worker's Compensation claim will not be affected by this section.

SECTION 7. An employee shall be granted sick leave with pay for illness or injury of the employee or a member of his immediate family; for medical, dental, or optical examination or treatment of an employee or a member of his immediate family; or when through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others. An employee shall also be granted sick leave with pay for pregnancy provided the employee has accumulated earned paid sick leave.

SECTION 8. For the purposes of sick leave, immediate family includes spouse, domestic partner, mother, father, sister, brother, son, daughter, grandmother, grandfather, grandson, granddaughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, a legal guardian or other person who has an "in loco parentis" relationship with the employee, or any other relative residing with the employee.

ARTICLE 21

SICK LEAVE CONVERSION

An employee may elect at the time of formal retirement from active service with the State or County, and with ten (10) or more years of prior service with the State or any political subdivisions, to be paid in cash for twenty-five percent (25%) of his total unused accumulated paid sick leave. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for such 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 and forty (240) hours.

ARTICLE 22
BEREAVEMENT LEAVE

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 23
FAMILY AND MEDICAL LEAVE (FMLA)

SECTION 1. The County shall comply with the provisions of the Federal Family and Medical Leave Act (FMLA). Nothing in this contract shall be construed to limit the employees' or the County's rights under the law, including the right of the County under the FMLA to request appropriate notice, documentation and substitution of paid leave.

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

ARTICLE 24
COURT LEAVE

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

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

SECTION 3. Any employee who is appearing before a court or other legally constituted body in which he/she is a party may be granted vacation time, compensatory time, or leave of absence without pay for purposes of attending the hearing. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody, or appearing as directed as a parent or custodian of juveniles. The employee will furnish proof by showing the department head, or his/her designee, the court notification of the scheduled hearing.

ARTICLE 25
MILITARY LEAVE

Military leave of absence shall be in accordance with the Cuyahoga County Department of Human Resources Employee Handbook. However, in the event that there is a change

to the federal law governing military leave, the parties agree that they will abide by such change accordingly.

ARTICLE 26
UNPAID LEAVES OF ABSENCE - SICK LEAVE WITHOUT PAY

SECTION 1. An employee shall be granted a leave of absence without pay for a period not to exceed six (6) months because of personal illness or injury or a family illness, supported by medical evidence satisfactory to the County, if the employee has reported such illness or injury to the Department by no later than the second day of the absence, or as such circumstances would allow. If the illness, disability, or family illness continues beyond six (6) months, an additional six (6) months may be granted by the County upon request of the employee. An employee who has been on sick leave for five (5) or more consecutive workdays may be required, at the discretion of the County, to submit to and satisfactorily pass, a physical examination before being permitted to return to work. In the event of a difference of opinion as to the employee's physical status between the employee's physician and the County's physician, the employee shall be referred to a mutually agreed upon physician whose opinion shall be binding on the parties. Said physician shall be paid for mutually by the County and the Union.

SECTION 2. An employee may be granted a leave without pay for illness or injury of any relative of the employee.

SECTION 3. For those employees who have completed their probationary period, personal leaves of absence may be granted without pay for cause shown for a period not to exceed six (6) months. Such leaves of absence may be extended by the 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 27
UNION LEAVE

At the written request of the Union, a leave of absence without pay may be granted to any employee selected to attend a Union convention or perform any other function on behalf of the Union. Consideration of whether to grant such leave will be based upon the operational needs of the Animal Shelter. Any request for leave must be made at least five (5) days prior to the date of such leave. No such leave shall exceed five (5) working days in a calendar year. Only one (1) employee at a time may be permitted to attend a Union convention or perform any other function on behalf of the Union.

ARTICLE 28
BULLETIN BOARD

The County shall provide the Union with a bulletin board at a mutually selected location, provided that:

- A. No notice or other writing may contain anything political or critical of the County or any other County Official or any other institution or any employee or other person.
- B. All notices or other materials posted on the bulletin board must be signed by the President of the Union or an official representative of the Union.

ARTICLE 29
CIVIL SERVICE LAW

No section of the Civil Service Laws contained in Ohio Revised Code, Chapter 124 shall apply to the employees in the bargaining unit, and it expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review, and the Cuyahoga County Personnel Review Commission (PRC), shall have no authority or jurisdiction as it relates to employees in the bargaining unit; except that complete lists of persons having passed the Civil Service examinations must be provided to the County Animal Shelter, when requested, for selection of original appointments. Original appointments shall be governed by the policies and procedures approved by the PRC and the Cuyahoga County Council.

ARTICLE 30
SAFETY AND HEALTH

SECTION 1. The County and the Union will cooperate in the continuing objective to eliminate accidents and health hazards. The County shall continue to make reasonable provisions for the safety and health of its employees at the Animal Shelter and of all vehicles used in the operation.

SECTION 2. Protective devices, wearing apparel, and other equipment determined necessary to properly protect employees from injury shall be provided by the County.

SECTION 3. An employee's decision to not enter into a situation or area where the employee has reasonable grounds to believe is dangerous to the health or well-being of the employee, cannot be considered just cause for discipline by the County and the employee has the right to decide to not continue into such dangerous situation or area based on such reasonable grounds.

SECTION 4. Hepatitis B vaccine, TB testing, and rabies pre-exposure and update immunizations shall be offered to all bargaining unit members. In the event that there is an increase to documented positive reported cases of rabies in domestic animals in Cuyahoga County, the rabies pre-exposure vaccine shall be mandated.

SECTION 5. The County shall provide bite-stick training to all bargaining unit employees that have completed their probationary period during the term of this contract.

ARTICLE 31

DISCIPLINE

SECTION 1. Discipline is defined as any verbal or written warning, suspension, discharge, demotion, or reduction in pay for just cause. The County shall act in an expeditious manner when becoming aware of events upon which discipline may be based. Further, no employee shall be suspended or terminated without first being given the opportunity to participate in a Pre-disciplinary Conference conducted by the Department of Human Resources. In the case of suspension or discharge, the employee has a right to have Union representation present, and upon request, will be permitted to discuss his suspension or discharge in an area provided by the County, before he is required to leave the premises. If a Steward is being disciplined, he has the right to be represented by a Union Officer.

SECTION 2. An employee who is suspended or discharged shall be given a written notice stating the reason for the disciplinary action within three (3) working days thereafter. A copy of the written notice will be given to the Union. All suspensions shall be for a specific number of days. All written warnings may be reviewed through the grievance procedure up through Step 3 of the Procedure. Any suspension or discharge, demotion or reduction in pay may be appealed through Step 4 of the Grievance Procedure.

SECTION 3. When computing days of suspension, Holidays shall count as working days.

SECTION 4. The County shall not consider, as a basis of progressive discipline, any reprimand, suspension, or other disciplinary action which occurred more than two (2) years previous.

ARTICLE 32

FITNESS FOR DUTY EXAMINATION

SECTION 1. The County and the Union agree that the County has a responsibility to provide its employees with the safest possible work conditions. Therefore, where there is reasonable suspicion 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 has a 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 he/she has reasonable suspicion that an employee is impaired, the supervisor will complete a form which will be presented to the County Division of Employee Relations the same day. If the Employee Relations Office, in consultation with the Director or his/her designee, determine that there is reasonable suspicion, Employee Relations shall arrange for a Fitness for Duty exam and notify the Union prior to testing.

SECTION 5. An employee may also be referred for mandatory urine, blood 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.
- C. When the employee has been involved in a motor vehicle while in work status.

SECTION 6. An employee shall be entitled to the presence of a Union Representative before testing is administered if one is available without undue delay.

SECTION 7. As concerns urine samples for drug testing, subject employees will undergo an initial screen test. For any positive results, a confirmatory test will be used. The County will ensure that there is a continuous chain of custody of any sample taken from an employee. Specimen collection will occur in a medical setting and every precaution shall be taken to insure that the procedures shall not demean, embarrass, or cause physical discomfort to the employee.

SECTION 8. The results of any drug and alcohol screening test will be kept strictly confidential, to the extent possible under the Ohio Public Records law. An employee who tests positive for drugs and/or alcohol will have the opportunity to review the test results and, if desired, a reasonable 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 sample 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 his/her 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 (E.A.P.) can provide counseling and referral. All records of an employee seeking medical rehabilitation for drug or alcohol dependency, either through E.A.P. 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 E.A.P. 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 of 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.

SECTION 12. The County is not responsible for any legal obligations and costs for claims based on the Union's duty of fair representation.

SECTION 13. The County may require that an employee submit to medical or psychological examinations for purposes of determination of the employee's fitness for duty. If a Department Director, in consultation with Human Resources, determines that an employee's behavior and/or condition warrants a Fitness for Duty Examination, the Department Director shall complete a Medical Examination Request Form and submit it to Human Resources. Upon receipt of the Examination Request Form, the employee will be scheduled for an examination with an appropriate licensed practitioner. The employee will be notified of the date and time of their examination. At the sole discretion of the Director of Human Resources, the employee may be placed on paid administrative leave pending the results of the examination.

SECTION 14. An employee's refusal to submit to an examination or the unexcused failure to appear for an examination amounts to insubordination, which may result in discipline, up to and including removal. An employee will be responsible for the costs associated with an unexcused failure to appear at a scheduled examination.

SECTION 15. Upon completion of the examination, the County will receive a report outlining the physician's opinion regarding the employee's fitness for duty. The employee will also receive a copy of the physician's report unless the physician determines that the disclosure of the information is likely to have an adverse effect on the employee, in which case the information shall be released to a physician, psychiatrist, or psychologist who is

designated by the person or by the person's legal guardian. If the physician determines that the employee is fit for duty, the employee shall return to work on the day immediately following the day they are notified of the physician's findings or as soon as practicable.

SECTION 16. If the physician determines that the employee is not fit for duty, the employee will not be returned to work and will be taken off paid administrative leave and will be required to use their accrued paid leave (sick, vacation, exchange time, and/or compensatory time) or go on an unpaid leave. The employee will remain off work while the medical conditions identified by the physician remain unresolved. The employee should submit medical documentation from their treating physician to the Fitness for Duty physician. The Fitness for Duty physician will determine whether the treatment provided renders the employee fit for duty and able to return to work in their job classification.

SECTION 17. Once the employee exhausts all of their paid and unpaid leave, the County will move forward with disability separation proceedings.

ARTICLE 33 **WAGE CONTINUATION**

Employees may be eligible for wage continuation pursuant to the policies and procedures manual.

ARTICLE 34 **DISABILITY SEPARATION**

SECTION 1. Employees who are unable to perform the essential functions of their jobs with or without reasonable accommodation and who are not entitled to or have exhausted Family and Medical Leave (FMLA), shall be placed on disability separation status and shall have reinstatement rights as governed by the Ohio Revised Code. Once placed on disability separation, the employee's seniority and service credit no longer continue to accumulate. An employee who is reinstated following a disability separation shall be placed at that rate of pay corresponding to the employee's seniority at the time of separation.

SECTION 2. Absent extenuating circumstances beyond the control of the employee, if an employee who was receiving PERS Disability Retirement Benefits fails to make application for reinstatement within fourteen (14) calendar days from the date that PERS determines that the employee is no longer incapable of resuming the service from which the employee was found disabled, the employee shall be deemed to have voluntarily resigned.

ARTICLE 35 **PERSONNEL FILES**

SECTION 1. The employment records of each employee shall be open to the inspection of the employee upon reasonable advance request to the County or his designee. If an employee is involved in a grievance regarding a matter relevant to information contained

in the employee's personnel file, the affected employee's Union Representative will be granted access to his personnel file upon written authorization from the employee and upon reasonable request made to the County.

SECTION 2. Each employee shall be provided a copy of any disciplinary action prior to being placed in the personnel file. All finalized disciplinary actions are permanently placed in the employee's personnel file. The disciplinary action, however, will only remain active for two (2) years for purposes of progressive discipline. The two-year period shall be measured backward from the date of the subsequent offense to the date the prior discipline was imposed.

SECTION 3. Employees shall be entitled to copy all material contained within their personnel files upon reasonable advance request to the County. Employee shall pay for the copied materials at the same rate charged for public records requests.

ARTICLE 36 **BUILDING CLOSURE/ INCLEMENT WEATHER**

Whenever the County declares a closing of all County Buildings for the day due to an emergency or inclement weather, the following shall apply:

SECTION 1: The County Animal Shelter is considered an essential operation and as such is required to perform the necessary tasks of feeding and cleaning on days that the building is otherwise closed. The County maintains the right to designate employees as "essential staff" who must report to work on days that the building is closed by the County. Designated employees will be identified in advance and are required to report to work unless they are on pre-approved vacation or sick time. If unable to fulfill this requirement, the designated employee must find a replacement to cover their shift. If no substitute can be secured, the designated employees are required to report to work. The Animal Shelter manager must be notified of who is reporting to work on these days.

SECTION 2: In the event the building closing occurs after the start of an employee's shift, the designated essential employees will be required to remain and complete any necessary tasks in caring for the dogs prior to leaving for the day.

SECTION 3: Essential staff shall receive compensatory time off at an hour for hour basis for all hours worked during a building closure due to an emergency or bad weather. Such compensatory time off shall not exceed five (5) working days of closure per occurrence.

ARTICLE 37 **HEALTH INSURANCE**

SECTION 1. An eligible Employee is defined as a full time Employee covered by this Agreement. The Employer shall provide eligible Employees the opportunity to enroll in the plan once during each plan year at its annual open enrollment period. The plan year

commences on January 1, and ends on December 31 of the calendar year, but is subject to change.

SECTION 2. Effective January 1, 2024, bi-weekly Employee contributions for medical and prescription drug benefits shall be determined as follows:

A) MetroHealth Plans

1) For years 2024 and 2025, 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% Employer, 7% Employee
- b. 2025: 93% Employer, 7% Employee
- c. 2026: Re-opener for percentage/share of County/employee bi-weekly premium contribution only.

B) Other Plans

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

- 1) 2024: 86% Employer, 14% Employee
- 2) 2025: 86% Employer, 14% Employee
- 3) 2026: Re-opener for percentage/share of County/employee bi-weekly premium contribution only.

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

SECTION 4. Effective January 1, 2024, the Employer shall pay 86% of the cost of the ancillary benefit plans (i.e. vision and dental) and the employees shall pay 14%. Effective January 1, 2025, the Employer shall pay 86% of the cost of the ancillary benefit plans and the employees shall pay 14%.

SECTION 5. The Employer 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 Employer may implement or discontinue incentives for employees to participate in Employer-sponsored wellness programs, including, but not limited to, the right to offer the opportunity to reduce employee contributions through participation in wellness programs as determined by the Employer.

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

SECTION 8. A waiting period of no more than one hundred twenty (120) calendar days may be required before new Employees are eligible to receive health and/or other insurance benefits. During the waiting period, the Employer may require Employees, who desire coverage, to purchase it through a third-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 38
WAGES

SECTION 1. The base wage rates set forth below for 2024 are inclusive of a two percent (2%) general wage increase and shall be applied retroactively to the first day of the first full pay period in January of 2024. 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.

SECTION 2. The base wage rates set forth below for 2025 are inclusive of a two percent (2%) general wage increase and shall be effective the first day of the first full pay period in January 2025.

SECTION 3. For 2026, the base wage rate shall be subject to a wage re-opener, with negotiations to commence during the month of September 2025.

SECTION 4.

Wage rates for the classification of Deputy Dog Warden shall be as follows:

<u>2024</u>	<u>2025</u>	<u>2026</u>
\$26.26	\$26.79	Wage re-opener

Wage rates for the classification of Maintenance Laborer shall be as follows:

<u>2024</u>	<u>2025</u>	<u>2026</u>
\$24.95	\$25.45	Wage re-opener

SECTION 5. Effective upon full execution of this Agreement, bargaining unit members hired after the date of the full execution of this Agreement shall be paid a rate equivalent to 91% of the then existing contract rate for the relevant job classification (“Contract

Rate"). Upon having completed one (1) year of employment in the job classification, the member shall be paid a rate equivalent to 94% of the then existing contract rate. Upon having completed two (2) years of employment in the job classification, the member shall be paid a rate equivalent to 97% of the then-existing contract rate. Upon having completed three (3) years of employment in the job classification, the member shall be paid a rate equivalent to 100% of the then existing contract rate.

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

SECTION 6. In the event that an employee receives an overpayment, the parties agree that the County has the right to recoup the overpayment. Prior to recouping the overpayment, the County shall meet and discuss the terms of repayment with the employee and the employee's Union representative.

ARTICLE 39 **SUCCESSOR CLAUSE**

The parties agree that in the event the bargaining unit employees are merged with another department or facility, said department or facility shall recognize the Union as the bargaining representative for said employees. The County shall take such steps as are necessary and/or proper to implement the intent of the parties hereto.

ARTICLE 40 **SAVINGS CLAUSE**

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

SECTION 2. Any provision of this Agreement which is held by the final order of a court of competent jurisdiction to be totally in violation of, or contrary to, municipal, state, or federal acts or statutes now effective, or which may become effective during the term of this Agreement, shall be considered void. Any provision of this Agreement which is thus voided shall be negotiated by the parties immediately upon their being informed of a provision thus made void.

ARTICLE 41 **UNIFORMS**

SECTION 1. The County reserves the right to require all employees to wear a uniform. Any required uniform shall be provided and maintained by the Employer. In addition to uniforms, the wearing of/use of other articles of clothing/attire/weather-related/personal protective equipment (PPE), shall be adhered to as set forth by management.

SECTION 2. Failure to be appropriately in uniform may result in disciplinary action.

SECTION 3. All uniforms are the property of the County and shall be returned upon separation from employment. Failure to return will result in deduction of the cost in the employee's final pay.

SECTION 4. The County agrees that in the event the County alters the internal uniform policy for the dog wardens, it will discuss the change with the Union at a labor management meeting.

SECTION 5. The County will reimburse employees for the purchase of black tactical boots/shoes, and/or waterproof cleaning boots, as a one-time lump sum reimbursement up to three hundred dollars (\$300.00) per year. Tactical shoes, tactical boots, and cleaning boots must be approved by the County and in compliance with the uniform policy. To be eligible for reimbursement, employees must provide original receipts for the purchase of tactical shoes, tactical boots, or cleaning boots. All original receipts will be retained by the County. All receipts and requests for reimbursement must be submitted to the employee's immediate supervisor by March 31st.

ARTICLE 42 **LABOR MANAGEMENT MEETINGS**

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 43 **COMMUNITY CANINE PROGRAM LEAD OFFICER**

SECTION 1. The County reserves the right to appoint a Community Canine Program Lead Officer (CCPLO). The work schedule, duties and assignments of the CCPLO will be based on the operational needs of the program as determined by management. When funds are available, and at the sole discretion of management, a bargaining unit member may be appointed as a CCPLO and receive a one-time lump sum payment of

one thousand dollars (\$1000.00) payable the first pay day (paycheck) in December, provided that such bargaining unit member served as a CCPLO for a minimum of six (6) months within the calendar year. If the employee served as a CCPLO less than six (6) months of the calendar year, such payment will be prorated based upon the number of months served.

SECTION 2. In order to be appointed as a CCPLO, the employee's evaluation must meet or exceed evaluation criteria in all categories as outlined in the annual performance review.

SECTION 3. Appointment as a CCPLO is not a permanent change of employment status nor change of classification, but is a temporary designation for the oversight of a temporary canine welfare program. The CCPLO shall not be an assignment that is bid, but shall be at the discretion of management. The payment for a CCPLO is a temporary one-time sum and shall not affect the base hourly wage rate, but shall be included in the calculation of overtime.

SECTION 4. The County reserves the right to determine the number of employees to be appointed as a CCPLO, and may discontinue such assignment or the program as a whole at any time.

ARTICLE 44 BILINGUAL PAY SUPPLEMENT

SECTION 1. The County has identified a need for a Spanish speaking Deputy Dog Warden in the performance of the job. The County shall pay an annual stipend in the amount of one thousand dollars (\$1,000.00) to one (1) Deputy Dog Warden to perform the Spanish bilingual service. The stipend shall be payable the first pay day (paycheck) in December. To qualify for the stipend, the Deputy Dog Warden must have served in that position for a minimum of six (6) months within the calendar year. The bilingual pay supplement is authorized for one (1) Deputy Dog Warden per each year of the contract.

SECTION 2. This singular position shall be awarded on the basis of skill and qualification, which includes both written and oral translation, with seniority used to determine between two (2) or more qualified candidates.

ARTICLE 45 PARENTAL LEAVE

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


ARTICLE 46
DURATION


This Agreement shall become effective January 1, 2024 upon approval of the County by the Executive and the Local Union and shall remain in full force and effect until midnight December 31, 2026 and thereafter from year to year unless at least ninety (90) days prior to said expiration date or anniversary thereof, either party gives timely notice to the other of an intent to modify or terminate this Agreement. Within ninety (90) days after receipt of said notice, a conference will be arranged to negotiate any proposals.


FOR THE UNION:

FOR CUYAHOGA COUNTY:



Dennis Kashi
President/Business Manager,
Teamsters Local 436
3-15-2024
Date


Chris Ronayne
Cuyahoga County Executive, or
Designee Pursuant to Executive
Order EO2023-0003, dated July 6,
2023
3/15/24
Date


Fred Crow
Secretary, Treasurer/Business Agent
Teamsters Local 436
3-15-2024
Date


Sal Alioto
Vice President/Business Agent
3/15/24
Date

Approved as to Legal Form:


Nora L. Hurley

APPENDIX – WAGE TABLES

2024

	<u>91% tier</u>	<u>94% tier</u>	<u>97% tier</u>	<u>100% tier</u>
Deputy Dog Warden	23.90	24.68	25.47	26.26
Maintenance Laborer	22.70	23.45	24.20	24.95

2025

	<u>91% tier</u>	<u>94% tier</u>	<u>97% tier</u>	<u>100% tier</u>
Deputy Dog Warden	24.38	25.18	25.99	26.79
Maintenance Laborer	23.16	23.92	24.69	25.45