

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**CUYAHOGA COUNTY
DEPARTMENT OF PUBLIC WORKS**

ROAD AND BRIDGE MAINTENANCE DIVISION

AND

**TEAMSTERS LOCAL 436, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD
OF TEAMSTERS**

6051 CAREY DR.

VALLEY VIEW, OHIO 44125

For the term

Beginning January 1, 2024

Ending December 31, 2026

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PREAMBLE

This Agreement is between the County of Cuyahoga, Ohio, as the public employer, (hereinafter the "County" or the "Employer"), and Teamsters Local 436 affiliated with the International Brotherhood of Teamsters, (hereinafter the "Union"). "County" and "Union" shall include all duly authorized agents and representatives of the County or Union as the case may be. Pursuant to the provisions of O.R.C. Ch. 4117, the parties have entered this Agreement in order to establish mutual rights, preserve proper employee morale, and to promote effective and efficient operations. The term "Division" as used herein shall refer only to the Maintenance Division of the Department of Public Works where the operations of the office formerly known as the Cuyahoga County Engineer have been assigned.

ARTICLE 1 - UNION RECOGNITION

Section 1. The County recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining in any and all matters relating to wages, hours and terms and conditions of employment for employees within the bargaining unit.

Section 2. The bargaining unit shall be composed of those employees assigned to the road/bridge and fleet units of the Maintenance Division of the Department of Public Works who hold the permanent position titles of Mechanic I, II, and III; Lead Mechanic; Fleet Mechanic 1 and 2 (effective January 12, 2025); Fleet Mechanic, Lead (effective January 12, 2025); Construction Laborer; Construction Specialist, Road and Bridge (effective January 14, 2024); Construction Foreman; Special Equipment Operator; General Welder Fabricator; and Sign Shop Technician.

Note: The parties will cooperate to jointly file a petition to amend the certification with SERB in accordance with the above changes.

Section 3. A Construction Foreman will be assigned to a crew when: (1) three or more members of the Teamster bargaining unit are assigned to work together as a crew, or (2) two or more members of the Teamster bargaining unit and one member of another bargaining unit are assigned to work together as a crew and the County designates an employee of this bargaining unit to be in charge of the crew.

Section 4. Probationary employees shall be included in the bargaining unit. However, the Employer shall be free to terminate a newly-hired employee during the probationary period at its sole discretion without recourse by the Union or the probationary employee to the grievance and arbitration procedure of the contract or to any form of concerted action.

Section 5. Excluded from the bargaining unit shall be:

- (a) Employees solely hired for the summer for a period not to exceed 120 days. The County retains the right and discretion to assign summer hires.
- (b) All other personnel not listed in section 2 above.

ARTICLE 2 - MANAGEMENT RIGHTS

Nothing contained in this Agreement shall be interpreted to restrict any constitutional, statutory or inherent rights of the Division with respect to matters of managerial policy. The Division has the right and the authority to administer its operations and, in addition to other functions and responsibilities, the Division has and will retain all of the full rights and responsibilities provided in O.R.C. 4117.08(c)(1)-(9), including but not limited to, the rights and responsibilities to direct the operations of the Division, to make rules and reasonable regulations and to otherwise exercise the rights of management, and more particularly, including but not limited to, the following:

1. To manage and direct its employees, including the right to select, hire, promote, assign and reassign, evaluate, lay off, recall, reprimand, suspend, discharge or discipline for cause, and to maintain discipline among employees;
2. To manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed, to include the right to assign bargaining unit members to work on and maintain equipment of all Divisions of the Department of Public Works;
3. To determine the Employer's goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively and efficiently meet these purposes;
4. To determine the size and composition of the work force and the Employer's organizational structure, including the right to lay off employees;
5. To determine the hours of work, work schedules and to establish the necessary work rules for all employees;
6. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
7. To determine the necessity to schedule overtime and to determine the starting and quitting time for all employees in the bargaining unit;
8. To determine the budget and uses thereof;

9. To determine technological alterations by revising either process or equipment, or both;
10. To maintain the security of records and other pertinent information;
11. To determine and implement necessary actions in emergency situations;
12. To conduct and grade civil service and promotional tests, the rating of candidates and the establishment of eligible lists and subsequent appointments;
13. To consolidate, to merge or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work, to include the right to assign bargaining members to work at the Sanitary Sewer Section and/or on Sanitary Sewer Section projects; as well as the right to assign Sanitary Sewer employees to work in those areas and in those classifications falling within the jurisdiction of this Collective Bargaining Agreement on a temporary, as needed basis, not to exceed 120 calendar days unless the union agrees to an extension and the use of such employees does not result in reduction of regular work hours, overtime hours, furloughs or layoff of bargaining unit employees.
14. To maintain an effective and realistic Affirmative Action Program;
15. To terminate or eliminate all or any part of its work or facilities; and
16. To reserve the right to contract or subcontract out projects under its jurisdiction.

All rights and responsibilities of the Division not specifically modified or limited by this Agreement shall remain the function of the Division.

ARTICLE 3 - UNION SECURITY

Section 1. The County and the Union agree that membership in the Union is available to all employees occupying classifications as has been determined by this Agreement to be appropriately within the bargaining unit upon the successful completion of their probationary period.

Section 2. The County agrees to deduct periodic Union dues, initiation/re-initiation fees, and assessments once each month from the pay of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the County by the employee and/or Local Union Office. Payroll deduction authorization shall be on a form provided by the Union and approved by the County.

Section 3. 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 County, then the County 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 County that it has a fair share fee notice and internal rebate procedure that complies with both federal and state law.

Section 4. It is specifically agreed that the County assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues and the Union hereby agrees that it will indemnify and hold the County harmless from any claims, actions or proceedings by any employee arising from deductions made by the County pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 5. The County shall be relieved from making such individual check-off deductions upon (a) termination of employment, or (b) transfer or promotion to a job other than one covered by the bargaining unit, (c) layoff from work, (d) an agreed leave of absence or (e) termination or expiration of this Agreement.

Section 6. The County shall not be obligated to make dues deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

Section 7. It is agreed that neither the employees nor the Union shall have a claim against the County for errors in the processing of deductions unless a claim or error is made to the County in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction will normally be made by deducting the proper amount.

Section 8. The names of employees and the rate at which Union dues are to be deducted shall be certified to the payroll department by the Union monthly. One (1) month advance notice must be given the payroll department prior to making any changes in the rate of dues deduction and in the amount of an individual's dues deduction. The County agrees to furnish the Union a warrant in the aggregate amount of the deduction.

Section 9. Deductions provided for in this Article are subject to the approval of the County Fiscal Officer and shall be made during one (1) pay period each month. In the event a deduction is not made for any Union member during any particular month, the County upon written verification of the Union, will make the appropriate deduction from the following pay period if the deduction does not exceed the total of two (2) months regular dues from the pay of any Union member. The County will not deduct more than one (1) month's regular dues for more than one (1) consecutive month.

Section 10. Each eligible employee's written authorization for dues deduction shall be honored by the County.

ARTICLE 4 - STEWARDS

Section 1. The Union may designate up to two (2) Stewards per division of the Road and Bridge Maintenance Division and Fleet Services Division of the Department of Public Works for all members of the bargaining unit at that yard. The Union shall submit the name of the Stewards to the County within five (5) days of the effective date of this Agreement.

Section 2. Stewards shall be appointed from among the Department's current employees. Stewards shall be familiar with the terms of this Agreement, with the policies in the County's Employee Handbook, and with the duties of the positions within the bargaining unit.

Section 3. The authority of the Stewards so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

(a) The investigation and presentation of grievances in the yard assigned to the Steward in accordance with the provisions of the Collective Bargaining Agreement.

(b) The transmission of such messages and information which shall originate with and are authorized by the Union or its officers provided such messages and information have been reduced to writing.

Section 4. Stewards shall perform a full day's work as County employees and shall not conduct Union activities during their regularly scheduled working hours except, if requested by the affected employee in their yard, to investigate and to present grievances on behalf of said employee, to attend a requesting employee's pre-disciplinary conference, to attend any other disciplinary conference for any other requesting person in the bargaining unit, and to attend such union meetings as are agreed to by the County. For the purposes of this section, "investigation" is limited to mean the opportunity to meet with the affected employee, if requested by the affected employee, before a pre-disciplinary conference or a grievance.

ARTICLE 5 - PERSONNEL FILES

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

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

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

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

ARTICLE 6 - ACCESS TO PREMISES

Section 1. Union representatives shall have access to the Division's buildings and facilities to meet with employees for the purpose of adjusting disputes, meeting individually with employees, holding a union meeting with employees and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the County's work.

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

Section 3. Each Union representative shall report to the Management Representative of each yard or facility immediately upon arrival at the premises and upon departure from the premises.

Section 4. Union meetings with these employees shall not be more frequent than once every month unless otherwise approved by the Director of the Department of Public Works or their duly authorized designee in writing.

ARTICLE 7 - BULLETIN BOARDS

Section 1. The County agrees to provide space on a bulletin board in a proper location of the department for use by the Union. The County shall not be obligated to purchase or relocate bulletin boards for the Union's use.

Section 2. All Union notices which appear on the bulletin board shall be signed, posted and removed by the local yard Steward during non-work time. Union notices relating to the following matters may be posted without the necessity of receiving the County's approval:

- (a) Union recreational and social meetings;
- (b) Notice of Union meetings;
- (c) Union appointments;
- (d) Notice of Union elections;
- (e) Results of Union elections.

Section 3. All other notices of any kind not covered in (a) through (e) above must receive prior approval of the County. The County has the right to remove any notice not receiving prior approval required by Section 2 above. It is also understood that no material may be posted on the Union bulletin board at any time which contains the following:

- (a) Personal attacks upon any other member or any other employee;
- (b) Scandalous, scurrilous, or derogatory attacks upon the administration;
- (c) Attacks on any employee organization, regardless of whether the organization has local membership; and,
- (d) Attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization.

Section 4. No Union related materials of any kind may be posted anywhere in the County's facilities or on the County's equipment except on the bulletin board designated for use by the Union.

Section 5. Any employee found to be violating the provisions of this Article may be subject to disciplinary action.

ARTICLE 8 - APPOINTMENTS AND PROMOTIONS

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

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

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

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

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

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

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

Section 6. Employees accepting a management position, or other non-bargaining position, shall maintain and accrue seniority during such appointment up to a maximum of six (6) months. Such employee may be returned to their former position, if such position is vacant, or a similar position.

ARTICLE 9 - SENIORITY

Section 1. Each employee in a classification shall be placed on a seniority list for that classification. Seniority in each class shall be determined by length of continuous service with the Road and Bridge Maintenance Division within the Department of Public Works.

Among those with the identical length of continuous service, seniority shall be determined by the length of service within the classification.

Section 2. Within thirty (30) days of the date of this Agreement, and during January of each year of the term of this Agreement, the County shall post a seniority list. Employees shall have fifteen (15) days from the date of posting to protest any alleged errors in the list. If no such protest is made during the fifteen (15) day period, the list as posted shall be conclusive and no grievance may be filed thereafter concerning an employee's position on the list.

Section 3. Except as specifically provided below, seniority shall be the governing factor in all matters affecting layoff, recall, and vacation preference provided all other qualifications are equal. Seniority shall also be a factor in shift assignments and in promotions.

ARTICLE 10 – LAYOFFS AND RECALL

Section 1. When the County determines that it is necessary to lay off employees in a job classification within the bargaining unit, the employees in the affected classification shall be laid off in reverse order of seniority.

Section 2. An employee who is laid off or who is displaced as a result of a layoff shall have the right to displace the employee with the least seniority in the classification the laid-off or displaced employee previously held, provided (1) the employee is otherwise qualified for the previous classification and is able to perform all job duties without greater than normal supervision and training, (2) the employee successfully completed their probationary period in the previous classification.

If a position does not exist in the bargaining unit classification held by the employee immediately prior to their current classification or if a laid-off or displaced employee is prevented from displacing in a previously held bargaining unit classification because the employee does not meet the minimum qualifications of the previously held classification or is unable to perform the job duties without greater than normal supervision and training, then the employee may displace in any previously held bargaining unit classification subject to the provisions above.

Section 3. Laid off employees shall remain on a recall list for twelve (12) months from their last day of work. Recall from layoff shall be made from the list in order of seniority, providing that the recalled employee is qualified and able to perform the available work without greater than normal supervision and without greater than normal training. The County shall notify the employee by regular mail sent to the last place of residence shown on County's records. If the employee has not accepted the offer of recall within ten (10) days of the date of mailing, the offer shall lapse, and the employee shall be removed from the seniority list.

ARTICLE 11 - BREAK IN SERVICE

When used in this Agreement, "break in service" occurs when an employee (1) is discharged for just cause, (2) retires, (3) is laid off for more than twelve (12) months, (4) resigns, or (5) fails to accept an offer to return to work following a layoff, (6) is absent without leave and fails to notify the Employer for three (3) or more consecutive work days.

A break in service does not occur when an employee remains in an active payroll status or when the employee is on one of the following absences: (1) an approved unpaid leave of absence, (2) a layoff of less than twelve (12) months duration, (3) a resignation where the employee is reemployed or reinstated by the County within a thirty (30) day period, (4) any pending grievances on a discharge, or (5) a suspension for discipline purposes.

ARTICLE 12 - SEPARATION OF EMPLOYMENT

Upon discharge or quitting, the County shall pay all money due the employee, including vacation pay on the payday of the next scheduled pay period in accordance with the procedures of the County. Upon separation of employment, employees are responsible for return of County issued uniforms and for the retrieval of the employee's personal property or tools within ten (10) working days after the effective date of separation.

ARTICLE 13 - CORRECTIVE ACTION

Section 1. No employee shall be suspended or terminated without first be given the opportunity to participate in a Pre-Disciplinary Conference (PDC) conducted by a designee of the Department of Human Resources. At said conference, the employee may show cause why the disciplinary action should not be imposed. The employee and Union shall receive notification in writing at least five (5) working days prior to the conference. Such notice shall include a copy of the request for Investigation submitted by the Supervisor and documents submitted with the Request for Investigation, date of the conference, time and location of the conference, nature of the offense and the right to Union representation. Upon request of the employee, a Union agent and steward shall be present at the meeting. If a Union representative (i.e., a Union staff representative, an officer, a steward or alternate steward) cannot be available to attend at the time the PDC is originally scheduled by the County, the Union shall immediately notify the Department of Human Resources and shall concurrently notify the Department of Human Resources with a minimum of three (3) different alternative dates and times to reschedule the PDC within the five (5) calendar day period following the original date. The County shall re-schedule the PDC to take place when a union representative is available within the five (5) calendar day period. 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 2. Corrective action shall be for just cause and may include: (a) verbal reprimand; (b) written reprimand; (c) suspension with or without pay; or (d) discharge from employment.

Section 3. The County agrees that principles of progressive corrective action will be followed with respect to offenses as determined by the County.

Section 4. Progressive discipline shall be applied by the County, taking into account the nature of the violation, the employee's record of past discipline as filed, and the employee's record of performance, attendance and conduct. 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 5. Records of disciplinary action shall no longer be used for the purpose of determining the severity of subsequent progressive action if the effective date of the action is beyond twenty-four (24) months, unless same or similar offenses have reoccurred during that time. Except in emergency situations, the County shall issue a notification of discipline within forty-five (45) calendar days of the date of the Pre-Disciplinary Conference and shall not issue any discipline outside the forty-five (45) day time period. A disciplinary action that must be served, i.e. suspension, may be served outside of the forty-five (45) day time limitation as long the notice of suspension was issued within forty-five (45) calendar days.

Section 6. If a holiday occurs during a period of suspension, the holiday shall be considered as one of the suspension days.

Section 7. During an unpaid suspension an employee will not accrue any benefits.

Section 8. Any disciplinary action which affects a bargaining unit employee whether verbal and/or written may be grieved by the Grievance Procedure in this Agreement.

Section 9. An employee shall be given a copy of any verbal or written reprimand, or any other written disciplinary action entered on 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 10. Any employee who has been disciplined by suspension or discharge will be given a written statement describing the reason or reasons for which the employee has been suspended or discharged.

Section 11. The County may remove employees for just cause.

ARTICLE 14 - GRIEVANCE PROCEDURE

Section 1. A grievance is an employee or union complaint alleging that management has violated or misinterpreted a term or terms of this written Agreement.

Section 2. The parties agree on a grievance procedure as follows:

STEP 1 - An employee having any grievance will first attempt to resolve it informally with their immediate supervisor or manager within (five) 5 working days after the events giving rise to the grievance occurred or after the grievant knew or reasonable should have known of the events upon which the grievance is based. If the employee is not satisfied with the response from their supervisor/manager, they may then proceed to Step 2.

STEP 2 – If the grievance is unresolved at Step 1, the employee shall present the written grievance to the Department Director or their designee within five (5) working days after the response of the supervisor or manager. The grievance form shall set forth details of the grievance, the date filed, the article(s) violated, and relief requested, and shall be dated and signed by the employee. The County's Step 2 designee shall meet with the employee and their representative, if any, within ten (10) working days thereafter in an attempt to adjust the grievance. Within ten (10) working days after the Step 2 meeting, the County's Step 2 designee shall give a written answer to the employee.

STEP 3 - If the grievance is not satisfactorily settled in Step 2, the employee shall present it in writing to the designee of the Department of Human Resources within three (3) working days after the Step 2 answer.

The designee of the Department of Human Resources shall meet with the Employee and their representative, if any, within fifteen (15) working days thereafter in an attempt to adjust the grievance. Within fifteen (15) working days after the Step 3 meeting, the designee of the Department of Human Resources shall give a written answer to the employee.

If the grievance is not satisfactorily settled at Step 3, the Union may proceed to Arbitration as provided herein on behalf of the affected employee.

Section 3. Any County representative presiding over a pre-disciplinary conference regarding imposition of discipline shall not serve as the presiding County representative at Step One or Two of the grievance procedure.

Section 4. A grievance may be brought by any non-probationary employee covered by this Agreement. Where a group of bargaining employees desire to file a grievance involving an incident affecting several employees in the same manner, one employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance. An employee and/or the Union shall be entitled to withdraw a grievance at any step of the grievance procedure.

Section 5. All grievances must be processed at the proper step in order to be considered at subsequent steps.

Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not processed by the employee within the time limits provided shall be considered resolved based upon management's last answer.

Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual written consent of the parties.

Section 6. The County need not pay for any grievance where the amount in controversy is \$15.00 or less.

ARTICLE 15 - ARBITRATION

Section 1. Should a grievant, after receiving the written answer to their grievance at Step 2 of the Grievance Procedure, still feel that the grievance has not been resolved to the employee's satisfaction, the employee may, through the Union, request that it be heard before an arbitrator. The Union must make written application to the Director of the County's Department of Law for arbitration within thirty (30) working days of the written answer at Step 2. Any grievance not submitted within such time period shall be deemed settled on the basis of the last answer given by the County.

Section 2. Arbitration Procedure.

(a) Upon receipt of a request for arbitration, the Director of the Department of Law or their designee and the representative of the Union shall attempt to agree on an arbitrator. In the event that the County and the Union are unable to agree on an arbitrator, the County and the Union shall, within ten (10) working days following the request for arbitration, select an arbitrator from a panel of seven (7) arbitrators obtained from the Federal Mediation and Conciliation Service using the strike

method. The remaining arbitrator shall hear the grievance. The requested panel shall be limited to members of the National Academy of Arbitrators from the FMCS Sub-Region for Northern Ohio.

(b) The arbitrator shall hold the arbitration hearing promptly and issue their decision within a reasonable time thereafter. The arbitrator shall limit their decision strictly to the interpretation, application or enforcement of those specific articles and/or sections of this Agreement which are in question. The arbitrator's decision shall be consistent with applicable law.

Section 3. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, nor add to or subtract from or modify the language therein in arriving at their determination on any issue presented that is proper with the limitations expressed herein. The arbitrator shall expressly confine their review to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to them or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

Section 4. The arbitrator shall be without power or authority to make any decision that is:

(a) Contrary to, inconsistent with, changing, altering, limiting, modifying any practice, policy, rules or regulations presently or in the future established by the County so long as such practice, policy, rules or regulations do not conflict with this Agreement.

(b) Concerning the establishment of wage rates not negotiated as part of this Agreement.

Section 5. The arbitrator shall not recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement, grievance or practices. In cases of discharge or of suspension the arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the County in Step 1 of the grievance procedure.

Section 6. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction.

Section 7. The first question to be placed before the arbitrator will be whether the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

Section 8. The decision of the arbitrator will be final and binding upon the Union, the employee, and the County. The decision of the arbitrator resulting from an arbitration of grievances hereunder shall be in writing and sent to the Director of the Department of Law or their designee, the Union, and the grievant.

Section 9. All costs directly related to the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, and the rent, if any, for the hearing rooms, shall be shared equally by the parties.

Section 10. Expenses, if any, of any witnesses shall be borne by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording or request a copy of any transcript.

ARTICLE 16 - APPLICATION OF STATE CIVIL SERVICE LAWS

No current 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 ("PRC") shall have no authority or jurisdiction as it relates to employees in the bargaining unit.

ARTICLE 17 - LEAVES OF ABSENCE WITHOUT PAY

Section 1. Pregnancy Leave. An employee requiring a Leave of Absence for circumstances resulting from the employee's pregnancy, or pregnancy of the employee's spouse, may request an unpaid leave of absence for up to six (6) months. Pregnancy leave runs concurrently with Unpaid Medical Leave and Family Medical Leave.

Section 2. Unpaid Medical Leave (UMLA). If an employee or a member of their immediate family, which for purposes of this Section shall be defined as spouse, parent or child, is ill and the employee has used all their paid leave, the employee may request a maximum of six (6) months of unpaid Medical Leave. As part of the request, an employee must submit a physician's certificate stating the probable time period and nature of the illness/injury. Unpaid Medical Leave runs concurrently with Pregnancy Leave and Family Medical Leave.

Section 3. Disability Leave. If an employee's illness continues or if an employee is otherwise disabled after the employee's other leaves have expired, the employee may request an unpaid disability leave for a maximum of two (2) years, inclusive of all other unpaid time taken off for the disabling illness/injury. As part of the request, an employee must submit a physician's certificate stating the probable time period and nature of the

illness/injury. If the employee is unable to return and to perform the essential functions of their job following disability leave, the employee shall be disability separated.

Section 4. Educational Leave. Leave may be granted for a maximum period of two (2) years for purposes of education, training or specialized experience which would be of benefit to the County by improved performance on any level. Upon completion of such a leave of absence, the employee shall be returned to the position which they formerly occupied, or to a similar position if the former position no longer exists. The employee may be returned to active pay status prior to the originally scheduled expiration of the leave, if earlier return is agreed to by the County.

Section 5. Voluntary Service Leave. An employee may request up to two (2) years leave for voluntary service in any program sponsored by the government. Upon completion of such a leave of absence, the employee shall be returned to the position which they formerly occupied, or to a similar position if the former position no longer exists. The employee may be returned to active pay status prior to the originally scheduled expiration of the leave, if earlier return is agreed to by the County.

Section 6. Active Military Leave. All eligible employees shall be granted a leave of absence for military duty in accordance with federal and state law. An employee who is a member of the Ohio National Guard, Ohio Defense Corps, Naval Militia, or members of other reserve components of the Armed Forces of the United States, shall be entitled to a leave of absence for their respective duties without loss of pay for such time as the employee is in military service and field training or active duty in accordance with federal and state standards.

Section 7. Personal Court Leave. If an employee appears in court or similar hearing as a party or voluntarily, the employee may request Personal Court Leave. An employee may request Vacation Leave to be paid for this time.

Section 8. Unpaid Administrative Leave. The authorization of a leave of absence without pay is a matter of administrative discretion and may be granted by the County for a maximum duration of six (6) months for any personal reason. Such request for leave shall be in writing and shall state the specific purpose of such leave. An employee who is granted an extended leave may be returned to the same or similar position which the employee held immediately prior to the start of the leave.

ARTICLE 18 – FAMILY AND MEDICAL LEAVE ACT (FMLA)

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

ARTICLE 19 – LABOR/MANAGEMENT MEETINGS

Section 1. In the interest of sound labor/management relations on a mutually agreeable day and time at the request of either party, but not more frequently than monthly, the Director of Public Works and/or their designees shall meet with not more than three (3) representatives of the Union to discuss those matters addressed in Section 2. Additional representatives may attend by mutual agreement and shall not be unreasonably denied.

Section 2. An agenda will be furnished and/or exchanged at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting and the names of those Union representatives who will be attending. The purpose of such meetings shall be to:

- (a) discuss the administration of this Agreement;
- (b) notify the Union of changes made by the County which affect bargaining unit members;
- (c) discuss the grievances which have not been processed beyond Step 2 of the Grievance Procedure but only when such discussions are mutually agreed to by the parties;
- (d) disseminate general information of interest to the parties;
- (e) discuss ways to increase productivity and improve efficiency;
- (f) give the Union representatives and the County the opportunity to share the views of their members/employees on topics of interest to both parties; and
- (g) to discuss health and safety matters relating to employees.

Section 3. It is further agreed that if labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

Section 4. Employee representatives who are scheduled to be at work during the time of this meeting shall receive no loss of pay.

ARTICLE 20 – 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 their job duties.

Section 4. When a supervisor determines that there is 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, they 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 Employer may refer the employee for a blood test.

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

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

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

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

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

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

Section 12. In the event of a disagreement between the doctor selected by the County and the doctor selected by the Union, the County and the Union doctors shall together select a third (3rd) doctor within thirty (30) days, whose opinion shall be final and the cost of the third opinion shall be borne equally by the Union and the County.

Section 13. If the County has reason to believe an employee is physically or mentally incapable of performing the essential functions of their position, the County may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the essential functions of the employee's position. The County shall pay for such examination. If found not qualified, the employee may be placed on sick leave, medical leave, disability leave, or make application for disability retirement.

Section 14. Notwithstanding the foregoing, the County may conduct any examination mandated by Ohio and/or federal law.

Section 15. Hepatitis B shots and boosters will be provided by the County for those requesting the same due to work hazards.

ARTICLE 21 - PROBATIONARY PERIOD

Section 1. The probationary period for newly hired employees is one hundred-eighty days (180). All new hire employees shall be required to obtain a valid Class B Commercial Driver's License with appropriate endorsements (tanker and airbrake) by the end of their probationary period. The probationary period for promoted employees is ninety (90) days. Neither days spent on any unpaid leave of absence, nor days spent on a paid leave of absence for more than five (5) consecutive working days will be counted towards the probation period.

Section 2. The County shall be free to terminate a newly hired employee during the probationary period at the County's sole discretion without recourse by the Union or the probationary employee to the grievance and arbitration procedure of the contract or to any form of concerted action.

Section 3. If, during the probationary period, the County determines the promoted employee is unable to perform the duties of their new position, the employee shall be returned to their former position without recourse by the Union or the probationary employee to the grievance and arbitration procedure or the contract or to any form of concerted action.

ARTICLE 22 - LEAVES OF ABSENCE WITH PAY

A. Sick Leave:

Section 1. Sick leave of four point six (4.6) hours is earned for each eighty (80) hours of active payroll status. Sick leave is not earned during hours of overtime worked. Sick leave is cumulative without limits.

Section 2. No employee may be granted more sick leave than they have accumulated. If any employee has an extended illness which causes them to use up their accumulated sick leave, accrued vacation time may, with the employee's permission, be applied to the time absent in order to allow them to continue to receive pay. If the employee declines to use such time, the employee may then be placed on a medical leave of absence.

Section 3. To notify the County of illness, an employee must call in to the designated sick line at least one (1) hour prior to their regular starting time. Failure to so notify the yard may result in the disallowance of sick pay.

Section 4. An employee who fails to notify the employer one (1) hour in advance of the employee's scheduled starting time of their absence will be subject to the following corrective action/discipline beginning at Subsection B as follows:

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

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

Section 4. Sick pay must be used in consecutive days. Employees who are not otherwise in active payroll status cannot take one (1) sick day periodically in order to maintain active payroll status.

Section 5. Sick leave may be used, upon approval of the County, (a) for an illness or injury of the employee or of an immediate member of the employee's family, (b) medical, dental, or optical examination, or treatment of an employee or a member of the employee's immediate family, or (c) pregnancy and/or mothering and/or fathering after the birth of the employee's child.

Section 6. Immediate family includes: spouse, mother, father, sister, brother, son, daughter, grandmother, grandfather, grandson, granddaughter, mother-in-law, father-in-law, daughter-in-law, son-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.

Section 7. Previously unused accumulated sick time of an employee who has been separated from public service shall be credited to him up to a maximum of thirty (30) days upon employment with the County, provided that employment takes place within ten (10) years from their last terminated date of public service.

Section 8. Upon return from any illness of three (3) days or longer, an employee shall be required to submit a doctor's or hospital's statement as to the nature and duration of the illness for such absence and provide such documentation to the Department of Human Resources. Any abuse or patterned use of sick leave shall be sufficient cause for disciplinary action.

Section 9. In case of an illness which exceeds fourteen (14) consecutive calendar days, the employee shall be required to report additional absences to their immediate supervisor, or other designated person. The policy for notification shall be as follows:

(a) In cases where institutionalization or hospitalization is required, the employee must notify their immediate supervisor, or other designated person, upon admission and upon discharge and provide physician's statement.

(b) In cases where convalescence is required at home, the employee must notify their immediate supervisor or other designated person upon start and upon termination of convalescent period and provide a physician's statement.

Section 10. The County may initiate investigation where it is suspected that a sick leave privilege is being abused and disciplinary action may be initiated if abuse is found.

Section 11. In the case of an extended sick leave, a physician's statement specifying the employee's inability to report for work and the probable date of recovery shall likewise be required. If unable to state the recovery date, then a statement from the physician will be filed for each month in question. It will also be the responsibility of the employee to file a Request for Leave form for each pay period with the respective department. This will be attached to the payroll submission in the Fiscal Department. In the absence of such documentation, the Department Head shall not authorize a payroll submission for wages to be received.

Section 12. Upon retirement when eligible for a full Public Employee Retirement System pension, or upon death, the County shall pay the retired employee, or the estate of the deceased employee, a lump sum in an amount equal to fifty percent (50%) of the employee's unused accumulated sick leave up to a maximum payment equal to sixty (60) days. This payment shall be made irrespective of the number of years the employee worked for the County. An employee hired on or after January 1, 2015 and onward, shall receive a lump sum in an amount equal to twenty-five percent (25%) of the employee's accumulated sick leave up to a maximum payment equal to thirty (30) days.

B. 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.

C. Vacation Leave:

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. In the event that an employee dies while they are employed, the employee's accrued vacation credit, if any, shall be paid according to law in one lump sum for accrued as well as earned but unused vacation. Upon separation from service and upon retirement, an employee will be paid in one lump sum for accrued as well as earned but unused vacation.

Section 3. Upon separation from service and upon retirement, an employee will be paid in one lump sum for accrued as well as earned but unused vacation.

Section 4. An employee's rate of accrual of vacation leave shall be based on all service credit earned with the county or any political subdivision of the State of Ohio.

Section 5. Generally, vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. The County may, in special circumstances, permit an employee to accumulate vacation from year to year. This accumulation of vacation time must be approved in advance and must be in response to special circumstances.

Section 6. Employees may carry their vacation leave from year to year, up to a maximum of three (3) years. Once an employee accumulates the maximum allowable vacation balance for the employee's current accrual rate, any time over the maximum amount shall be forfeited.

Section 7. Employees will take their vacation during the year at the convenience of the County and upon approval in advance. During the first quarter of each calendar year, employees will be given an opportunity to indicate, through the MyTime portal, their vacation leave preferences, and promptly thereafter a written vacation schedule will be prepared. Seniority shall be a factor in determining schedule. Once a vacation schedule is determined, it shall not be changed without the consent of the involved employees, except in response to an operational emergency or if at the time the leave is to be used, the employee does not have sufficient vacation leave to cover the request. Any employee who fails to make their vacation application during the appropriate period will be given their vacation leave without regard to seniority.

Section 8. Vacations shall be scheduled in advance and may be taken in one-hour increments. Such request shall not be unreasonably denied.

D. Court Leave with Pay:

Section 1. The County shall grant full pay for regularly scheduled working hours on any day when an employee is subpoenaed for any court or jury duty by the United States, the State of Ohio, or a political subdivision to which the employee is not a party or does not have an interest in the court proceedings. All compensation received for such court or jury duty is to be remitted by the employee to the Department of Human Resources.

Section 2. If an employee is cited for a violation while operating a County vehicle, the time of court appearance shall be deducted from their vacation accrual, provided that the citation did not occur as the result of defects in the vehicle.

Section 3. When an employee is released from court/jury duty prior to the end of the employee's scheduled work day, they shall report to work for their remaining scheduled hours. When an employee is required to report for court/jury duty after the start of their regularly scheduled work day, they shall report to work and shall be released from work in sufficient time to appear at court. Employees serving jury duty shall call the departmental sick line by six (6) pm each day to notify the Department of the jury duty status.

Section 4. In order to be eligible for payment under this Section, the subpoenaed employee (employee not a party to the action or has an interest) must notify their supervisor within twenty-four (24) hours after receipt of subpoena or of notice of selection for jury duty and must furnish a written statement from the appropriate court official showing the date served and the amount of pay received.

ARTICLE 23 - HOLIDAYS

Section 1. All employees in the bargaining unit shall be entitled to the following paid holidays:

- | | |
|---------------------------|--------------------------------|
| 1) New Year's Day | 7) Labor Day |
| 2) Martin Luther King Day | 8) Columbus Day |
| 3) President's Day | 9) Veterans Day |
| 4) Memorial Day | 10) Thanksgiving Day |
| 5) Juneteenth | 11) Day after Thanksgiving Day |
| 6) Independence Day | 12) Christmas Day |

It is understood that in the event "General Election Day" is re-instated as a paid day off by the County for non-bargaining employees of the division during the term of this CBA, the bargaining unit employees covered by this Agreement shall also be entitled to said day off with pay under the same terms as non-bargaining employees.

Section 2. 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 at one and one-half times (1 1/2) their base rate of pay, in addition to eight (8) hours of holiday pay.

Section 3. To be eligible for holiday pay as specified in this Article, the employee must work the last scheduled workday prior to and the next scheduled workday immediately following each of the holidays herein listed. It is understood that if the holiday falls during the employee's vacation period, the employee shall be paid for the holiday.

ARTICLE 24 - TEMPORARY ASSIGNMENTS

When an employee is assigned duties other than those of their appointed position, and the employee performs those duties for less than a full work day, the employee will perform such duties as assigned and shall be paid the same wages as those of their appointed position. When required by exigencies of the work place, the Employer retains the right to assign employees below their regularly assigned classification. Such assignments to a lower classification shall not result in any loss of regular pay to the employee.

Effective on the first day of the first full pay period following the date of full execution of this Agreement, when an employee is assigned duties other than those of their appointed position, and the employee performs those duties for a full workday, the employee will perform such duties as assigned and shall be paid as follows:

- (a) If the rate of pay for such reassignment is lower than their regular rate, the employee shall receive their regular rate of pay for such hours worked.

(b) If the rate of pay for such reassignment is higher than their regular rate, the employee shall be paid a job premium at the rate of three dollars (\$3.00) per hour for those hours worked in the higher rated job classification.

ARTICLE 25 - REPORTING PAY/MINIMUM CALL-IN

Section 1. Whenever an employee is called to work at a time other than their regular work schedule, thereby necessitating additional travel to and from work, the employee shall receive a minimum of four (4) hours work or four (4) hours pay in lieu thereof at the overtime rate.

Section 2. It is understood that any call-in which starts prior to the regular shift and continues into the employee's regular shift or time worked immediately following the regular shift, shall not be eligible for the minimum as provided in Section 1 above.

Section 3. An employee called in to rectify their own error shall not be eligible for payment under the terms of this Article.

ARTICLE 26 - 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 equipment and 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" means an amount of time not to exceed fifteen (15) minutes at all of the yards.

ARTICLE 27 - HOURS OF WORK/OVERTIME

Section 1. This article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing management from restructuring the normal work day or work week for the purpose of promoting efficiency or improving services; from establishing the work schedules of employees; or establishing part-time positions. This article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 2. The standard work week for all full-time employees covered by the terms of this Agreement shall be forty (40) hours, exclusive of a one-half (1/2) hour lunch period that is

unpaid. The workweek shall be computed between 12:01 a.m. on Sunday of each calendar week and 12 o'clock midnight the following Saturday. Prior to establishing normal work schedules that include Saturdays and/or Sundays, the County shall first seek volunteers within the affected job classification and, if an insufficient number of employees volunteer, the County shall select employees within the affected job classification in inverse order of bargaining unit seniority. Four-day ten-hour schedules shall not include Saturdays and Sundays.

Section 3. When an employee is required by the County to be in active pay status for more than forty (40) hours in a standard work week as defined above, the employee shall be paid overtime pay for all time worked in excess of forty (40) hours. Overtime pay shall be paid at the rate of one and one-half times the employee's regular hourly rate of pay.

When an employee is required by the County to be in active pay status for more than eight (8) or ten (10) hours in a workday, the employee shall be paid overtime pay for all time worked in excess of eight (8) or ten (10) hours, depending on the number of hours that the employee is regularly scheduled to work (i.e., five 8-hour days or four 10-hour days). Overtime pay shall be paid at the rate of one and one-half times the employee's regular hourly rate of pay. For the purpose of this subsection, a "work day" begins at 12:01 A.M. and ends at the next 12 o'clock midnight.

Section 4. Each employee of the bargaining unit shall be granted a one-half (1/2) hour unpaid meal period during each regular work shift as scheduled by their immediate supervisor.

Section 5. The regular workday shall begin and end at the yard assigned unless the project is for a certain period of duration at which time management will designate the work location.

Section 6. Each employee shall be granted a fifteen (15) minute rest period with pay which will be scheduled whenever practicable approximately midpoint in the first one-half of the employee's regular work shift and in the second one-half of the shift. Employees who extend their rest period shall be subject to disciplinary action. Rest periods should be taken at a time and in a manner that does not interfere with the efficiency of the work unit. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus, it may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as cumulative if not taken.

Section 7. During winter months for snow and ice detail, employees, if needed, shall stay beyond their shift and be required to work reasonable additional hours if the weather is such that an emergency exists.

Section 8. For the purpose of calculating hours worked in the standard workweek, paid sick leave shall not be considered time worked.

ARTICLE 28 - ASSIGNMENT AND DISTRIBUTION OF OVERTIME

Section 1. The County shall be the sole judge of the necessity of overtime. The County will endeavor to offer overtime to employees within the classification, within the same shift involved.

Section 2. Overtime may initially be refused, but if sufficient employees do not voluntarily accept, the County shall have the right to assign the overtime, on a rotational basis, to the least senior employee on duty, with the next least senior and so forth being mandated on subsequent occurrences. If sufficient employees do not voluntarily accept, or if an emergency situation exists, the County shall then have the right to offer the overtime to bargaining unit employees outside the classification, and/or shift, or the County may require, on a rotational basis, that the least senior employee in the classification report to work, with the least senior employee being first and the next least senior and so forth being mandated on subsequent occurrences.

Section 3. An employee may not claim overtime pay with another form of premium pay for the same hours of work. (Pyramiding)

Section 4. The County shall endeavor to offer overtime of an equitable basis.

Section 5. Employees who are offered overtime and for any reason refuse or fail to work the overtime shall be credited as if they had worked the overtime for the purpose of overtime distribution.

Section 6. A record of all overtime hours worked by each employee shall be recorded on a list by the supervisor and all employees, including the Steward, shall have a list made available upon request. All overtime hours shall be recorded on a daily basis. Each year the overtime list shall be re-set effective January 1.

Section 7. Notwithstanding the above, when the County determines it necessary for there to be a continuous extension of the regular workday, the employees at the work site may be required to complete the work without regard to the provisions set forth in this article.

Section 8. The Department agrees to maintain overtime rosters which shall be made available to the Union Steward or employee upon request. Said rosters shall include a list of overtime hours worked, refused, negative contact and total hours of overtime offered.

An employee who is offered, but is unavailable or refuses, an overtime assignment shall be credited on the roster with the amount of overtime refused. Where the amount of overtime refused was two (2) hours or less, the employee will be charged with refusing two (2) hours.

It is agreed where special skills are required, employees possessing such skills will be assigned to the overtime work involved.

Section 9. When the County fails to properly assign overtime, and, as a consequence, an employee is improperly passed for an overtime opportunity, the employee shall file a grievance within the proper time period. If, after reviewing the grievance, the County determines that the employee was improperly passed for an overtime opportunity, then the employee shall be paid an amount equal to the amount that the employee would have earned had the employee been called for the overtime. Any time for which the employee is paid shall be counted toward the overtime opportunity in the records maintained for the equalization of overtime guidelines.

ARTICLE 29 – HEALTH CARE BENEFITS

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 Employer for health care benefits for County employees. The Employer shall provide eligible employees the opportunity to enroll in the plan once during each plan year at its annual open enrollment period. The plan year commences on January 1, and ends on December 31 of the calendar year, but is subject to change.

Section 2. Effective 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:

2024: 93% Employer, 7% Employee

2025: 93% Employer, 7% Employee

2026: 93% Employer, 7% Employee

B) Other Plans

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

2024: 86% Employer, 14% Employee

2025: 86% Employer, 14% Employee

2026: 86% Employer, 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 Employer may add to or delete plans and/or providers offered. Employees may be offered additional plans with reduced or increased benefit levels.

Section 4. For all three years of this Agreement, 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 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 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 30 - TAX DEFERRAL – EMPLOYEE CONTRIBUTION TO P.E.R.S.

As soon as possible or within a period not to exceed sixty (60) calendar days following the execution of this Agreement, the County will take the necessary steps to cause employee contributions to the Public Employees Retirement System to be excluded in the calculation of the employees' gross taxable income subject to Federal and State income taxes.

ARTICLE 31 – WAGES

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

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

those employees who are in active status in this bargaining unit as of the date this Agreement is ratified by County Council shall be eligible to receive the retroactive payment provided herein.

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

For 2026, the GWI shall be subject to a re-opener.

Section 2. The County shall provide employees holding the position of Fleet Mechanic I, Fleet Mechanic II, Fleet Mechanic III, Fleet Lead Mechanic, Welder Craftsman, and Electronic Technician for Vehicles for tools purchased which are used in their employment with the County. The tool allowance will be one thousand dollars (\$1,000.00) per year, paid in two (2) increments: the pay periods that include June 1st and December 1st.

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. New bargaining unit members shall be paid a rate equivalent to ninety-one (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 ninety-four (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 ninety-seven (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 one hundred (100%) of the then existing contract rate and shall thereafter continue at one hundred percent (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 9. Employees who are regularly assigned to the second shift shall be paid a shift premium of seventy-five cents (\$0.75) per hour for all hours worked on second shift.

Section 10. 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 32 – SNOW REMOVAL SEASON

Section 1. Each employee shall be available for assignment to snow and ice removal duties and shall maintain their valid Commercial Driver's License ("CDL"), endorsements, and physical examination.

Section 2. At the beginning of each snow removal season the County shall determine the number of employees that are needed for snow removal. Shift assignment to snow removal duty shall be made based on classification and shall be further governed by seniority within the respective classifications.

Section 3. At the beginning of the snow removal season, the Employer shall select volunteers (possessing the necessary CDL, endorsements, and physical examinations); first, from within the Construction Laborer classification, based on seniority, and second, from within the Construction Specialist, Road and Bridge classification, based on seniority, until sufficient individuals have been obtained. If insufficient volunteers come forward, the County may designate individuals from the Construction Laborer or Construction Specialist, Road and Bridge classification to meet the County's requirements.

Section 4. During the snow removal season, the County shall equalize, as near as possible, overtime opportunities for all bargaining unit employees covered by this Agreement, and consistent with terms herein, performing snow removal, computing the same based on that date marking the beginning of "snow season" through the end of snow season, as determined by management.

Section 5. Mechanics will be assigned for snow removal only in emergency circumstances.

Section 6. Notwithstanding the above, the parties acknowledge that due to the consolidation of the various public works facility locations snow removal is work shared with Local 18-S. The County retains the sole and exclusive discretion to assign such work and overtime in accordance with operational needs with first priority to Local 18-S, and then to IBT, Local 436, as determined in the discretion of management. When such work is assigned to employees in this bargaining unit the County will comply with Sections 1 through 5 of this Article.

ARTICLE 33 - NO STRIKE/NO LOCKOUT

Section 1. Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the County and the Union recognize their mutual responsibility to provide for the uninterrupted services to the citizens of Cuyahoga County.

Therefore, the Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, sympathy strike, work stoppage, or any other interruption of operations or services of the County, by its

members or other employees of the County during the term of this Agreement. When the County notifies the Union that any of its members are engaged in any such strike activity, as outlined herein, the Union shall immediately conspicuously post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work. Should the Union fail to post such notice, or should this article be violated, the County shall have the option of seeking appropriate legal remedies. Any employee failing to return to work after notification by the Union as provided herein, or who participates or promotes such strike activities as previously outlined, may be disciplined and/or discharged and only the question of whether or not the employee did in fact participate in or promote such action shall be subject to appeal.

Section 2. The County agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of bargaining unit employees during the term of this Agreement, unless those employees shall have violated Section 1 above.

Section 3. Nothing in this Article shall be construed to limit or abridge the County's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike.

ARTICLE 34 - NON-DISCRIMINATION

Section 1. The provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination on the basis of race, color, religion, sex, national origin, sexual orientation, disability, age, or ancestry.

Section 2. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 3. Furthermore, the parties of this Agreement are mutually desirous of adhering to any other Federal Regulations in order to assure non-discrimination in employment, recruitment of qualified personnel, recruitment advertising, and any and all other matters detailed in the analysis of providing equal opportunity to any and all minorities.

ARTICLE 35 - SEPARABILITY CLAUSE

If any clause, sentence, paragraph, or part of this Agreement, or the application thereof to any person or circumstances, shall, for any reason, be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement and the application of such provision to other provisions, persons, or

circumstances, but shall be confined in its application to the clause, sentence, paragraph, or part thereof, directly involved in the controversy in which such judgment shall have been rendered and to the person or circumstances involved. The remainder of this Agreement and supplement agreements shall remain in full force and effect for the Agreement term.

ARTICLE 36 - CROSS TRAINING

Section 1. Core drilling is work that bargaining employees covered by this Agreement and are represented by Teamsters Local 436 have typically performed and will continue to be assigned when management determines such work is necessary. Concrete and asphalt cutting is work that may be assigned to employees of this bargaining unit or to any other employees or entity as determined by the County.

Section 2. The Employer shall have the right to implement a cross-training program among employees within the bargaining unit at its sole discretion. Notwithstanding any other provision of this CBA, the Employer can select those individuals to cross train at the Employer's sole discretion. Such cross training shall not result in any pay increases during such training.

ARTICLE 37 – DRIVERS’/COMMERCIAL LICENSE

Section 1. All bargaining-unit members shall be required to obtain and maintain a valid Class B Commercial Drivers' License ("CDL"), together with appropriate endorsements and medical certification. Any bargaining unit member, who at the time of ratification of this Agreement, does not possess a CDL with appropriate endorsement, must obtain such endorsement within their probationary period. Failure to obtain the appropriate endorsement will render the employee ineligible for employment and will result in removal. The member must also pass a physical examination as determined by the County and be subjected to random urinalysis testing for the presence of alcohol and illegal drugs consistent with Department of Transportation policies. As a condition of employment, bargaining unit employees shall:

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

Section 2. An employee whose license becomes invalid, or who fails to maintain appropriate endorsements, or fails to provide required medical certification, shall be

placed on leave without pay for up to ninety (90) calendar days, but may use accrued vacation, compensatory time or, if appropriate, accrued sick leave.

Following the expiration of the ninety (90) calendar day period, if the employee's license is still invalid for reasons other than illness/disability, the County *may* consider an employee's request to continue employment up to thirteen (13) months from the date of loss of license to attempt to successfully reinstate their CDL. If approved by the County, the employee will be paid at a reduced hourly rate of three dollars (\$3.00) less than the employee's current hourly rate and demotion to the entry level bargaining unit position. In all cases, if the employee fails to successfully reinstate their CDL within thirteen (13) months from the date of loss of license, then their employment shall be terminated.

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

Section 3. If employees must acquire their CDL at a Public/Third Party CDL Skills/Testing location, the County shall reimburse for expenses incurred in acquiring a CDL as follows:

- For employees taking their exam for the first and second time, the County shall reimburse the employee for the testing expenses incurred, to include the testing fee, the fee for the review pamphlet and the administrative fee. First and second-time employees shall also be permitted to take their test during work hours.
- Employees taking their exam for a third or consecutive attempt will not be reimbursed for testing expenses incurred, will be required to take the exam on their own time and shall be responsible for renting their own vehicles for use during the test.
- Employees will have access to the County equipment for testing purposes for their first and second attempt only.
- The County agrees to reimburse an employee for the cost of their CDL that exceeds the cost of their Class D operator's license.
- Verification of fees paid must be submitted for reimbursement within thirty (30) days.

ARTICLE 38 – WAGE CONTINUATION

Bargaining-unit employees may participate in the injury leave/wage continuation program as provided in the County Policies and Procedures Manual, which may be subject to change and/or discontinuation. The parties mutually agree that Employer decisions regarding eligibility for injury leave/wage continuation shall not be subject to the grievance process or arbitration.

ARTICLE 39 – CONTINUING EDUCATION

Members of the bargaining unit will be permitted to participate in the Department of Public Works' continuing education program when funding is budgeted under the same terms and conditions as non-bargaining unit employees. The program may be modified from time to time or discontinued, but there will be no discrimination in its application based on an employee's bargaining or non-bargaining unit status.

ARTICLE 40 - WORK WEAR

Section 1. The County will reimburse employees for the purchase of ASTM compliant steel toe or ASTM compliant composite toe work boots, and/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) per year. Employees must provide original receipts for the purchase of work boots or work jacket to be eligible for reimbursement. Original receipts will be retained by the County. All receipts and requests for reimbursement must be submitted to the employee's immediate supervisor by November 30 of each year.

Section 2. The Employer will provide a safety helmet, safety vest, gloves and goggles to bargaining unit employees as determined appropriate by the County.

ARTICLE 41 – INCLEMENT WEATHER

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

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

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

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

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

ARTICLE 42 – SAFETY AND HEALTH

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

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

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

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

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

ARTICLE 43 – DIRECT DEPOSIT OF PAY CHECKS

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

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

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

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

Section 5. The County shall make a good faith effort to correct pay shortages if employees have not received correct pay for their work hours. Where possible (e.g., if all action is in control of the County), such corrections shall be made as soon as reasonably practicable, but no later than the following pay period following the receipt of the written notification by the employees to the Manager of the Division of Payroll.

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

ARTICLE 44 – IDENTIFICATION CARD

Section 1. All bargaining unit employees upon the date of hire, shall be provided with a clip-on card, identifying them as an employee of the County and bearing a color photograph of the employee and the employee's signature. Except as stated below, the County shall bear the cost of one (1) identification card only. This identification card shall be made available for inspection by the employee whenever asked for by administration of the County. It shall be mandatory that each employee display their identification card

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

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

Section 3. If an employee has not had an updated identification card within the last seven (7) years of the effective date of this agreement, and the employee's photograph is significantly different than the employee's current appearance, then the County shall provide the employee with an updated identification card. At an employee's request, the County shall provide an updated identification card after the employee's seventh anniversary date of hire and thereafter after the passage of seven (7) years from receipt of the updated card. Nothing in this Article is intended to limit the County's right to require that an ID card be updated whenever the County deems it appropriate.

ARTICLE 45 – TARDIES AND ATTENDANCE

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

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

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

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

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

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

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

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

ARTICLE 46 – TEMPORARY FACILITY CLOSING

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

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

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

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

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

ARTICLE 47 – 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 48 - DURATION AND TERMINATION

Section 1. This Agreement shall be effective as of January 1, 2024, and shall remain in full force and effect until December 31, 2026 its termination date. The Agreement rescinds all prior agreements between the parties.

Section 2. If either party desires to modify, amend or renegotiate this Agreement, it shall give written notice of such intent no earlier than one-hundred twenty (120) calendar days prior to the termination date, nor later than ninety (90) calendar days prior to the termination date of this Agreement. Such notices shall be sent by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

Section 3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Union for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject matter whether or not it is referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE 49 - TOTAL AGREEMENT

This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions for this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued upon advance notification to the Union and any such modifications or discontinuances shall not be grievable.

Article 50 – EXECUTION


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

FOR THE UNION:

FOR CUYAHOGA COUNTY:



Dennis M. Kashi,
President/Business Manager



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.



Fred Crow,
Secretary, Treasurer/Business Agent

8/1/24

Date



Sal Alioto,
Vice President/Business Agent

August 1, 2024

Date

Approved by County Law Department:



Nora L. Hurley

APPENDIX A – WAGE RATES

2024

CONSTRUCTION SERIES	91% tier	94% tier	97% tier	100% rate
Construction Laborer	26.27	27.14	28.00	28.87
Construction Specialist, Road and Bridge	27.70	28.61	29.53	30.44
Construction Foreman				33.35

MECHANIC SERIES	91% tier	94% tier	97% tier	100% rate
Mechanic I	28.06	28.99	29.91	30.84
Mechanic II	30.03	31.02	32.01	33.00
Mechanic III General Welder Craftsman	32.13	33.19	34.25	35.31
Lead Mechanic				36.37

2025

CONSTRUCTION SERIES	91% tier	94% tier	97% tier	100% rate
Construction Specialist, Road and Bridge	28.26	29.19	30.12	31.05
Construction Foreman				34.02

FLEET MAINTENANCE SERIES	91% tier	94% tier	97% tier	100% rate
Fleet Mechanic 1	30.63	31.64	32.65	33.66
Fleet Mechanic 2 General Welder Craftsman	32.78	33.86	34.94	36.02
Fleet Mechanic, Lead				37.10

APPENDIX B

SIDE LETTER ON CONSOLIDATION OF JOB CLASSIFICATIONS

Section 1. Construction Series: Retroactive to the first day of the first full pay period of January 2024, there shall be a new classification titled “Construction Specialist, Road and Bridge.” Effective on the same date, incumbents of the classifications Sign Shop Technician and Special Equipment Operator shall be reassigned to “Construction Specialist, Road and Bridge.”

Effective on the first day of the first full pay period of January 2025, incumbents of the classification “Construction Laborer” shall be reassigned to “Construction Specialist, Road and Bridge.”

Incumbents without a Class B CDL with tanker endorsement shall be required to obtain such by the first day of the first full pay period of January 2025.

Section 2. Current incumbent Construction Laborers must become qualified in all three assignment areas of the Construction Specialist classification, (i.e. Construction Laborer, Special Equipment Operator, Sign Shop Technician). The County will provide training to these employees based on the Proficiency Standards attached to this Side Letter.

Section 3. Effective on the first day of the first full pay period of January 2025, employees in the classification “Construction Laborer” that are still in the tier shall be reassigned to “Construction Specialist, Road and Bridge” and continue progression through the tier. The “Construction Laborer” classification shall be eliminated.

However, if an employee who has completed the tier and is automatically reassigned to “Construction Specialist, Road and Bridge” and is not yet qualified in all three (3) assignment areas (i.e. Construction Laborer, Special Equipment Operator, Sign Shop Technician) by December 31, 2024, then effective the first day of the first full pay period of January 2025, the employee will be paid at a reduced hourly rate of one dollar (\$1.00) per hour per assignment area (Construction Laborer, Equipment Operator, Sign Shop Technician) less than the employee’s applicable hourly rate, up to a maximum of three dollars (\$3.00) per hour less.

Section 4. Effective January 1, 2026, it shall be a minimum qualification for continued employment as a “Construction Specialist, Road and Bridge” to be qualified in all three (3) assignment areas (i.e. Construction Laborer, Special Equipment Operator, Sign Shop Technician).

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

Section 5. Fleet Maintenance Series: Effective on the first day of the first full pay period of January 2025, there shall be three (3) new classifications titled Fleet Mechanic 1; Fleet Mechanic 2; and Fleet Mechanic, Lead. Effective on the same date, incumbents of the classification Mechanic I shall be reassigned to Fleet Mechanic 1; incumbents of the classifications Mechanic II and Mechanic III shall be reassigned to the classification Fleet Mechanic 2; and incumbents of the classification Lead Mechanic shall be reassigned to the classification Fleet Mechanic, Lead.

Section 6. Limitations: Nothing stated herein is intended to limit or diminish in any way management's right to determine job duties, modify job classifications, or create new job classifications.

Section 7. The parties agree to remove this Side Letter and corresponding proficiency standards attachments from the successor collective bargaining agreement.

FOR THE UNION:



Dennis M. Kashi,
President/Business Manager



Fred Crow,
Secretary, Treasurer/Business Agent



Sal Alioto,
Vice President/Business Agent

August 1, 2024

Date

Approved by County Law Dept.


FOR CUYAHOGA 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.

8/1/24
Date

ACKNOWLEDGEMENT OF BASIC PROFICIENCY

Road & Bridge Maintenance Division

Group: Construction Laborer

Employee Name:

Date: Beginning: _____

Date: Ending: _____

Key Performance Indicators

1. Able to perform construction, maintenance and repair of roads and bridges.
2. Able to use construction equipment.
3. Able to repair, construct and erect guardrail and posts.
4. Able to perform vegetation control.
5. Able to prepare vehicle with tools, equipment, and supplies prior to departing for assigned job.
6. Able to use a pressure washer.
7. Able to assist in sandblasting and the use of a bulldog type of sprayer.
8. Able to pour, vibrate, rough finish, cure and protect concrete.
9. Able to cut, rake, grind, and seal asphalt types of projects.
10. Able to erect scaffolding.
11. Able to work from heights.
12. Able to check all fluids, fuel, and air pressure prior to operating assigned vehicles and report any vehicle defects.
13. Able to effectively communicate utilizing a two-way radio.
14. Able to perform general traffic zone set up and sight safety procedures including flagging.
15. Follow all safety requirements including appropriate use of Personal Protective Equipment.
16. Able to complete a work order using the ERP system.

Employee (Trainee) – Date

Training Employee – Date

Supervisor/Manager – Date

Union Representative – Date

ACKNOWLEDGEMENT OF BASIC PROFICIENCY

Road & Bridge Maintenance Division

Group: Special Equipment Operator

Employee Name:

Date: Beginning: _____

Date: Ending: _____

Key Performance Indicators

1. Able to operate special equipment in connection with road, bridge, and culvert construction, maintenance, and repair.
2. Able to service and perform preventive maintenance and routine repairs on special equipment.
3. Able to operate a Vactor.
4. Able to operate a Street Sweeper.
5. Able to check all fluids, fuel, and air pressure prior to operating assigned vehicles and report any vehicle defects.
6. Able to effectively communicate utilizing a two-way radio.
7. Able to perform general traffic zone set up and sight safety procedures including flagging.
8. Follow all safety requirements including appropriate use of Personal Protective Equipment.
9. Able to complete a work order using the ERP system.

Employee (Trainee) – Date

Training Employee – Date

Supervisor/Manager – Date

Union Representative – Date

ACKNOWLEDGEMENT OF BASIC PROFICIENCY

Road & Bridge Maintenance Division

Group: Sign Shop Technician

Employee Name:

Date: Beginning: _____

Date: Ending: _____

Key Performance Indicators

1. Able to maintain and replace regulatory, warning, information, construction, and maintenance signs.
2. Able to set up road, bridge, and lane closures and detours using the proper signage, accessories and equipment.
3. Able to set up signing, coning, and/or drum placement to specifications for safe work areas and job sites.
4. Able to pre-line roads, intersections, and parking lots for striping.
5. Able to utilize the hand striper and marking measuring equipment.
6. Able to check all fluids, fuel, and air pressure prior to operating assigned vehicles and report any vehicle defects.
7. Able to effectively communicate utilizing a two-way radio.
8. Able to perform general traffic zone set up and sight safety procedures including flagging.
9. Follow all safety requirements including appropriate use of Personal Protective Equipment.
10. Able to complete a work order using the ERP system.

Employee (Trainee) – Date

Training Employee – Date

Supervisor/Manager – Date

Union Representative – Date