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STATE EMP. RELATIONS BOARD
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COLLECTIVE BARGAINING AGREEMENT BETWEEN

CUYAHOGA COUNTY

AND

THE CLEVELAND BUILDING AND CONSTRUCTION TRADES COUNCIL

January 1, 2013 to June 30, 2015

31

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PREAMBLE

This Agreement is between Cuyahoga County, Ohio, as the appointing authority of employees in the bargaining unit, (hereinafter the "County"), and the Cleveland Building and Construction Trades Council, (hereinafter the "Union"). "County" and "Union" shall include all 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.

ARTICLE 1
RECOGNITION

SECTION 1. The County recognizes the Union as the sole and exclusive bargaining representative in all matters pertaining to wages, fringe benefits, hours of work and terms and conditions of employment for the employees within the bargaining unit.

SECTION 2. The bargaining unit shall be composed of those employees who hold the position titles of Asbestos Worker, Sign Painter, Carpenter, Locksmith, Cement Finisher, Cement Mason, Painter, Painter Foreman, Iron Worker, Iron Worker Foreman, Plumber, Sheet Metal Worker, Electrician, Master Plumber, Bricklayer/Tile Setter, Boiler Maker, Pipefitter, Plasterer, Roofer, Skilled Laborer, and Stationary Engineer, and all trade foremen.

a. Current Foremen positions for each craft (excluding any craft that currently has more than one Foreman) shall be maintained.
b. When any craft has 3 or more employees, one shall be designated as Foreman. When any craft has less than 3 employees, management retains discretion to designate a Foreman.
c. When any craft has 10 or more employees, one shall be designated as a General Foreman.

ARTICLE 2
MANAGEMENT RIGHTS

Nothing contained in this Agreement shall be interpreted to restrict any constitutional, statutory or inherent rights of the County with respect to matters of managerial policy. The County has the right and the authority to administer the business of the office and, in addition to other functions and responsibilities, the County has and will retain the full right and responsibility, as 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 office, to make rules and 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, demote, assign and reassign, schedule, transfer from facility to facility, evaluate, lay

off, recall, reprimand, suspend, discharge or discipline for cause, and to maintain discipline among employees. Nothing in this Section shall be construed to allow, hiring, promotion, demotion, assignment or reassignment across trades.

2. To manage and determine the location, type, and number of physical facilities, equipment, programs and the work to be performed within the Department of Public Works in order to utilize personnel in a manner designed to effectively and efficiently meet its operational needs.

3. To determine the department's goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively and efficiently meet those purposes.

4. To determine the size and composition of the work force and the department's organizational structure, including the right to lay off employees from duty because of lack of work or lack of funds.

5. To determine the hours of work, work schedules and to establish the necessary work rules for all employees, to include requiring the wearing of uniforms as provided by the County.

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. If management proposes modification of existing job classifications, management will meet with Union to discuss and agree on any modifications prior to implementing the change. If the parties cannot agree to the proposed modification, then the parties will immediately proceed to the grievance procedures outlined herein.

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 department budget and uses thereof.

9. To determine the making of technological alterations by revising either process or equipment, or both.

10. To determine and implement necessary actions in emergency situations.

11. 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.

12. To terminate or eliminate all or any part of its work or facilities.

13. To reserve the right to contract or subcontract projects under the jurisdiction of the Director of Public Works.

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

ARTICLE 3
NO STRIKE

SECTION 1. The Union shall not strike, walkout, cause a work stoppage or a slowdown for the duration of this Agreement.

SECTION 2. In the event an employee violates Section 1 of this Article, they shall be subject to disciplinary action up to and including removal.

SECTION 3-A. It shall not be a violation of this Article if the bargaining unit employee refuses to enter upon any property involved in a lawful primary labor dispute between the County and an affiliate of the Cleveland Construction and Trades Council. In the event bargaining unit employees cannot be reassigned to another worksite, the County shall not be required to pay the wages of any employee(s).

SECTION 3-B. The County shall have the right to require members of the bargaining unit to report to work if a life-threatening or property hazard emergency exists according to management. The County shall immediately notify the affected crafts of such emergency.

ARTICLE 4
NO LOCKOUT

The County shall not lock out any employees for the duration of this Agreement.

ARTICLE 5
NON-DISCRIMINATION-CIVIL RIGHTS

SECTION 1. Both the County and the Union recognize their respective responsibilities under Federal and State Civil Rights laws, fair employment practice acts, and other similar constitutional and statutory requirements.

Both parties hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to the employment on the basis of race, color, religion, sex, gender, genetic information, sexual orientation, ancestry, military or veteran status, creed, national origin, age, or disability.

SECTION 2. The County has the legal and moral duty to make reasonable accommodation to an employee's disability where such accommodation will enable an employee with a disability to

substantially perform the essential elements of the job in question. The County will abide by the Federal definition of disability as set forth by the E.E.O.C.

ARTICLE 6
UNION SECURITY

SECTION 1. All present employees who are members of the Union on the effective date of this Agreement shall remain members of that respective Union.

SECTION 2. The County will deduct regular initiation fees, assessments and monthly dues from the pay of employees covered by this Agreement upon receipt from the Union of individual written authorization cards voluntarily executed by an employee for that purpose and bearing his signature.

SECTION 3. The County's obligation to make deductions shall terminate automatically upon timely receipt of revocation of authorization or upon termination of employment or transfers to a job classification outside the bargaining unit.

SECTION 4. Deductions will be made from the pay of all employees during the first pay period of each month. In the event an employee's pay is insufficient for the deduction to be taken, the County will deduct the amount from the employee's next regular pay where the amount earned is sufficient.

SECTION 5. All deductions under Article 6, together with an alphabetical list of names of all employees whose fees/dues have been deducted, shall be transmitted to the Union no later than the tenth (10th) day following the end of the pay period in which the deduction is made, and upon receipt, the Union shall assume full responsibility of the disposition of all funds deducted.

SECTION 6. The Union will indemnify and save the County harmless from any action growing out of deductions hereunder and commenced by an employee against the County or the County and the Union jointly.

SECTION 7. Any employee who is not a member of the Union and who does not make application for membership within one (1) month following the ratification of this Agreement, shall, as a condition of employment, pay the Union through payroll deduction, a fair share fee as a contribution toward the administration of this Agreement, that fair share fee being equal to the regular dues and assessments of the Union.

SECTION 8. Any future employee who does not make application for Union membership within 8 (eight) days after being employed shall, as a condition of employment, pay to the Union through payroll deduction, a fair share fee as a contribution toward the administration of this Agreement, that fair share being equal to the regular dues and assessments of the Union.

SECTION 9. Employees who fail to comply with these requirements shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.

SECTION 10. When an opportunity for employment within the bargaining unit arises at the Department of Public Works, a job posting will be posted, and a list of at least ten (10) qualified candidates will be provided to the Director by all applicable trades from which the employee will be selected, unless the Union(s) fail(s) to submit the names of the ten qualified applicants by the posted deadline. All candidates will apply through the Department of Human Resources and follow the County's application process set forth in the Cuyahoga County Policies and Procedures Manual. The parties agree that hiring under this Section will be done in accordance with Article IX, Section 9.04 of the Cuyahoga County Charter.

ARTICLE 7
HOURS OF WORK AND 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 the County from restructuring the normal workday 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.A. The regular workweek for all employees covered by this Agreement shall be forty (40) hours. EXCLUSIVE OF A THIRTY (30) MINUTE UNPAID LUNCH PERIOD EACH DAY. Excluding SECTION 3 herein, the normal work week shall be any consecutive eight (8) hour days between 6 AM and 6 PM, Monday through Friday. All work performed on Saturday shall be at one and one-half (1½) times the employees regular rate of pay and all time worked on Sunday shall be at two (2) times the employees regular rate of pay.

SECTION 2.B. When an employee is required by the County to be in active pay status for more than eight (8) hours per day or forty (40) hours in a standard work week as defined above, he 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 (1½) times the employee's regular hourly rate of pay, as referenced in this Section.

SECTION 3.A. For efficiency of operation, it shall be established that a 4-10's schedule can be implemented. A 4-10's schedule shall be four (4) consecutive ten (10) hour days Monday through Friday. All work in excess of ten (10) hours per day shall be at one and one-half (1½) times the employee's regular rate of pay.

SECTION 3.B. 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, he shall be paid overtime pay for all time worked in excess of eight (8) or ten (10) hours. Overtime pay shall be paid at the rate of one and one-half (1½) times the employee's regular hourly rate of pay.

SECTION 3.C. Employees shall be given notice of shift change one (1) week prior to such change. Such shift change shall be maintained for a minimum of one (1) week.

SECTION 4. Each employee of the bargaining unit shall be granted a one-half (1/2) hour meal period between 11:00 AM and 1:00 PM during each regular work shift as operationally permitted. Lunch break must be taken on site for operational purposes and shall not be used at the beginning or end of the day or to cover an employee's late arrival to work or early departure, nor may it be regarded as cumulative if not taken. If an employee's work load does not allow for lunch, as determined by the Foreman, he or she shall be paid one half (½) hour overtime at the applicable overtime rate of pay. Any employee who works through lunch shall be allowed sufficient time to eat when the work load allows.

SECTION 5. The regular workday shall begin and end at the location assigned unless the project is for a certain period of duration at which time the County 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 (1/2) 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. For the purposes of computing overtime pay, holidays, vacation and any other time on active pay status, except paid sick leave, shall be counted as hours and days worked.

SECTION 8. The County shall endeavor to rotate overtime opportunities among qualified full-time employees who normally perform the work that is being assigned for overtime.

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.

If any employee establishes that he has not received his fair share of overtime opportunities, such employee shall receive preference for future overtime assignments for which he is qualified. It is agreed where special skills are required, employees possessing such skills will be assigned to the overtime work involved.

ARTICLE 8
GRIEVANCE PROCEDURE

SECTION 1. A grievance is any matter concerning the interpretation, application or alleged violation of this Agreement between the County and the Union, or which alleges an employee has been discharged or disciplined without just cause or has been treated unfairly or in a discriminatory manner. Pending and future grievances shall be resolved in the following manner:

Step 1 IMMEDIATE SUPERVISOR - Any employee or Union who has a grievance or dispute shall initiate the grievance or dispute within five (5) days after he becomes aware of the

problem. The grievance shall be reduced to writing by the Grievant and presented to the Immediate Supervisor or his designated representative. The Immediate Supervisor or his designee shall respond in writing to the grievance within seven (7) working days after receiving it.

Step 2 DIRECTOR OF PUBLIC WORKS and/or DESIGNEE - If the matter is not thereby resolved, it shall be taken up with the Director of Public Works or his designee within ten (10) days after the Union receives the answer under Step 1. A meeting will be held between the Director of Public Works and/or his designee, the Union Business Representative and other required Union Representatives. Within five (5) working days after that meeting, a written response to the grievance shall be sent to the Union. In the event the time limits are not mutually extended, then the Union shall have the right to move the grievance to the next step.

Step 3 HUMAN RESOURCES DEPUTY DIRECTOR OF EMPLOYEE & LABOR RELATIONS - If the grievance is not satisfactorily settled at Step 2, the Union may, within thirty (30) calendar days after the receipt of the Step 2 answer, submit the issue to the Department of Human Resources, Division of Employee & Labor Relations. The Human Resources shall have twenty (20) days from the date of the meeting to respond in writing.

Step 4 ARBITRATION - The Union shall notify the Federal Mediation and Conciliation Service (FMCS) and the County at the same time of its intent to appeal the grievance to Arbitration. Upon written notice of the Union's intent to arbitrate a grievance, the Federal Mediation and Conciliation Service shall submit a panel of seven (7) arbitrators from its sub-regional list to each party and the Arbitrator shall be chosen in accordance with the Association's then applicable rules. The fees and expenses of the Arbitration shall be borne equally by the parties. The written decision of the Arbitrator shall be final and binding upon the parties.

SECTION 2. The time limits set forth in the Grievance Procedure may be extended by mutual agreement of the County and the Union. Working days as used herein shall not include Saturdays, Sundays or Holidays.

ARTICLE 9
PROBATIONARY PERIOD

SECTION 1. New employees shall be considered to be on probation for a period of one hundred and one hundred eighty (180) days. The County shall have sole discretion to discipline or discharge such probationary employees, and such actions during this period cannot be reviewed through the Grievance Procedure or otherwise affected by this Agreement. Provided, however, the County will not discharge a probationary employee because of Union membership or Union activity. The probationary period shall start on the first day the employee is permanently assigned the duties of the position. The probationary period shall be extended for a period equal to the amount of any leave of absence of five (5) or more consecutive workdays, which occurs

during the probationary period.

ARTICLE 10
SENIORITY

SECTION 1. Seniority shall be an employee's uninterrupted length of continuous service with the Maintenance Division of the Department of Public Works. Seniority shall be broken when an employee:

1. Quits or resigns,

2. Is discharged for just and proper cause,

3. Is laid off for a period of more than twelve (12) consecutive months,

4. Is absent without leave for three (3) or more consecutive work days, unless proper excuse for the absence is shown, or, if no notice was given, a satisfactory excuse for the failure to give notice.

5. Fails to report to work when recalled from lay-off within fourteen (14) calendar days from the date on which the County sends the employee notice by registered mail (to the employee's last known address as shown on the County's records) unless satisfactory excuse is shown. The County shall also furnish a copy of Recall Notice to the local Union of any recalled employee.

SECTION 2. Within fifteen (15) 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 in the various yards. 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 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. For purposes of merging the Central Services and Engineering Trades Unions, seniority shall be determined by the Employee's original hire date within that classification.

ARTICLE 11
LAY-OFF

SECTION 1. Whenever it becomes necessary, as a result of lack of funds, lack of work, or as a result of abolishment of positions, to reduce the working force, employees shall be laid off, within the affected classification, by seniority within the affected classification. The least senior employee, in the classification, shall be laid off first.

SECTION 2. Before any bargaining unit employee is given notice of layoff, the County shall notify the Union, fourteen (14) calendar days prior to taking the layoff action, and shall agree, at

the Union's request, to meet and confer with Union representatives of the employees affected, and discuss the necessity of the layoff.

ARTICLE 12
RECALL FROM LAY-OFF

SECTION 1. Employees shall be recalled in the inverse order of lay-off from their classification. An employee on lay-off will be given fourteen (14) calendar days' notice of recall from the date on which the County sends the recall notice to the employee by registered mail to his last known address as shown on the County's records. In the event an employee does not respond during the fourteen (14) day period, he will forfeit his recall rights.

SECTION 2. An employee who is recalled shall not forfeit the accrual of any benefits furnished at the time of his lay-off, including seniority.

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 reverse order of layoff, providing that the recalled employee is 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 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 13
HOLIDAYS

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

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

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

SECTION 3. To be entitled to holiday pay, an employee must work the scheduled day before and the scheduled day after the holiday.

SECTION 4. To be entitled to holiday pay, an employee must be on active payroll, (i.e., actually receives pay) during the week in which the holiday falls.

SECTION 5. An employee who does not work on a recognized holiday shall receive eight (8) hours straight time pay at his regular hourly rate.

SECTION 6. All work performed on holidays shall be paid at double the regular hourly rate for all hours worked.

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

ARTICLE 14
VACATIONS

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

Length of Ohio Public Service Completed	Accrual Rate (hours earned per 80 hours in active status)	Annual Amount (hours earned per 2080 hours in active pay status)	Maximum Accrual Balance (total hours)
Less than 1 year	3.1	80 hours (not awarded until completion of one year of Ohio Public Service	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. Vacations shall be scheduled based upon the employee's seniority and the operational needs of the Department. The operational needs of the Department shall be solely determined by the Director of Public Works.

SECTION 3. Employees may carry their vacation leave from year to year, up to a maximum of three years. Once an employee accumulates the maximum allowable vacation balance for the employee's current accrual rate, the employee has a period of one (1) year from the date on which the maximum balance was attained to use the accrued time in excess of the maximum allowable balance. Upon the end of the year period, any time over the maximum amount will be forfeited.

ARTICLE 15
LEAVES OF ABSENCE - IMMEDIATE FAMILY

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

ARTICLE 16
LEAVES OF ABSENCE-SICK LEAVE

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

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

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

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

SECTION 2. An employee shall be granted sick leave with pay for illness or injury of the employee or a member of his immediate family for medical, dental, or optical examination, or treatment of an employee or a member of his immediate family, or when through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.

SECTION 3. To be eligible for sick leave with pay, an employee must report the reason for his absence to the Immediate Supervisor within one (1) hour of his scheduled starting time except for unusual circumstances beyond his control.

SECTION 4. An employee who is absent on paid sick leave shall sign a statement on a form provided by the County to justify the use of sick leave. The Department of Human Resources may require a certificate from the employee's licensed physician as to his fitness to perform his required duties as a prerequisite to his return to work. In the case of an illness exceeding three (3) consecutive work days, a physician's statement specifying the employee's inability to report to work and the probable date of return may be required. Also, this certificate shall indicate that the employee was under the physician's care and was advised by the physician concerning the number of days to remain home from work.

ARTICLE 17
LEAVES OF ABSENCE-FUNERAL LEAVE

SECTION 1. An employee shall be granted a five (5) day leave of absence, with pay to be charged against accumulated paid sick leave, in the event of the death of a member of his or her immediate family.

SECTION 2. In the event the employee has no sick time available, the employee may use vacation, compensatory or exchange time. If the employee has no vacation, compensatory or exchange time, the employee may request an unpaid Personal Leave of Absence.

SECTION 3. In the event of the death of a relative other than a member of his/her immediate family, an employee shall be granted a leave of absence with pay, to be charged to his/her accumulated sick leave, for one (1) day to attend the funeral if within the State of Ohio, or two (2) days when the funeral is outside the State of Ohio. Any additional time off requested by the employee is subject to the approval of his or her supervisor, manager and/or Department Director.

SECTION 4. To be eligible for funeral leave, an employee must provide the County with a funeral form and must attend the funeral, or to other obligations related to the death and/or estate, etc., and the failure to do so, or a misrepresentation of the facts related to the funeral leave shall be proper cause for disciplinary action as well as forfeiture of pay for the time away from work.

ARTICLE 18
JURY AND WITNESS DUTY

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

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

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

ARTICLE 19
LEAVES OF ABSENCE-MILITARY LEAVE

SECTION 1. Military leave of absence shall be in accordance with the County's Policies and Procedures Manual, Section 10.01, as last revised on April 5, 2012. However, in the event that there is a change to the federal law governing military leave, the parties agree that they will abide by such change accordingly.

ARTICLE 20
LEAVES OF ABSENCE-PERSONAL LEAVE

SECTION 1. Unpaid leaves of absence for personal leave shall be in accordance with the County's Policies and Procedures Manual, Section 9.09, as last revised on April 5, 2011.

ARTICLE 21
SICK LEAVE CONVERSION

SECTION 1. An employee may elect, at the time of formal retirement from active service with the County and with ten (10) or more years of prior service with the State or any political subdivisions, to be paid in cash for twenty-five percent *(25%)* of his total unused accumulated paid sick leave. Such payment for sick leave on this basis shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee. The maximum payment shall not exceed thirty (30) days.

ARTICLE 22
REPORT-IN-PAY / CALL-IN-PAY

SECTION 1. Whenever an employee is called to work at a time other than his regular work schedule, thereby necessitating additional travel to and from work, he shall be guaranteed four (4) hours pay at the straight time or overtime rate whichever is appropriate in accordance with the other articles of the Agreement.

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. Should an employee be called back to work outside of his regular work hours for an emergency, he shall be paid two (2) times his regular hourly rate for all hours worked or four (4) hours at his regular rate, whichever is greater.

ARTICLE 23
INSURANCE

SECTION 1. An eligible Employee is defined as a full time Employee covered by this Agreement. The Flex Count Plan ("the plan") is defined as the section 125 or cafeteria plan, which is provided by the Employer for health insurance 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 **January 1, 2013**, bi-weekly Employee contributions for medical and prescription drug benefits shall be determined as follows:

a) METROHEALTH PLAN

The County shall offer a plan through Metro-Health at no cost to employees.

b) OTHER BENEFIT PLANS

The bi-weekly health insurance contribution rates shall be as follows:

1) Effective **January 1, 2013**: Employer 90% of plan costs; Employee 10% of plan costs;

2) Effective **January 1, 2014**: Employer 90% of plan costs; Employee 10% of plan costs;

3) Effective **January 1, 2015**: Employer 90% of plan costs; Employee 10% of plan costs.

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

SECTION 4. Effective **January 1, 2013**, the Employer shall contribute 90% of the costs for the ancillary benefit plans (i.e. vision and dental), and the Employee shall contribute 10% of the cost for ancillary benefit plans.

SECTION 5. The Employer shall be entitled to increase the cost containment features of the Flex Count plans which may include, but are not limited to, deductibles, co-insurance, and spousal exclusion provisions.

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

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

SECTION 8. A waiting period of no more than one hundred twenty (120) calendar days may be required before new Employees are eligible to receive health and/or other insurance benefits. During the waiting period, the Employer may require Employees, who desire coverage, to purchase it through a third-party vendor instead of participating in the County plans that are offered to regular full-time Employees. New Employees shall be eligible to participate in the County plans on the first date of the first month following completion of the waiting period.

ARTICLE 24
SUCCESSOR CLAUSE

SECTION 1. Pursuant to State and Federal law, if any of the present Federal programs are replaced by other Federal programs of any title, name or initial description, to the extent practical, the existing employees under the present Federal program shall be transferred laterally to the new programs with no loss of seniority and/or fringe benefits.

ARTICLE 25
SAVINGS CLAUSE

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

SECTION 2. Any provision of this Agreement which is held by the final order if a court of competent jurisdiction to be totally in violation of, or contrary to, municipal, State or Federal acts, statutes, ordinances, regulations or orders, or revisions thereof, now effective, or which may become effective during the term of this Agreement, shall be considered void. In the event that any provision of this Agreement is thus voided, the balance of the Agreement and its provisions shall remain in effect for the term of this Agreement. Any provision of this Agreement, which is thus voided, shall be negotiated by the parties immediately upon their being informed of provision thus made void.

ARTICLE 26
NEGOTIATING PROCEDURES

SECTION 1. Either the County or the Union may initiate negotiations by letter of submission forwarded to the other party by April 15 of the year in which this Agreement expires. The parties shall hold their first negotiation session by April 30, 2015, at which time, they will jointly notify the State Employee Relations Board (SERB) of the commencement of negotiations.

SECTION 2. All negotiation sessions shall be closed to the public and media and conducted during times mutually agreed upon by the respective parties; and the parties agree not to "go

public" with the issues of the negotiations without giving the other party prior notice of such intent.

SECTION 3. If by July 1st or a date mutually agreed upon, tentative agreement on all items is not reached, both parties shall request the services of the Federal Mediation and Conciliation Service (FMCS) as follows:

FMCS shall be contacted jointly by both parties so that mediation may start within three (3) days after petitioning FMCS or on the date mutually agreed upon.

SECTION 4. Once started, mediation shall continue until a tentative agreement is reached on all unresolved items with mediation sessions being held at the direction of the Mediator. However, in the event the parties are unable to reach an agreement by October 1st or an agreed upon extension date, the settlement procedures shall be deemed exhausted and the statutory impasse resolution procedures contained in ORC Section 4117.14 shall be followed.

ARTICLE 27
TAX DEFERRAL: EMPLOYEE CONTRIBUTIONS TO P.E.R.S.

Employee contributions to the Public Employees Retirement System will not be included in the gross taxable income subject to the Federal withholdings taxes.

ARTICLE 28
FITNESS FOR DUTY EXAMINATION

SECTION 1. The Employer and the Union agree that the Employer has a responsibility to provide its employees with the safest possible work conditions. Therefore, 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, brought forth by a properly trained supervisor, 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) properly trained supervisor has a reasonable suspicion that the employee is then under the influence of alcohol or a controlled chemical substance and shall be made based only upon specific, objective facts and reasonable inferences drawn from those facts in the light of experience, that the employee is then under the influence of drugs or alcohol so as to endanger fellow employees or otherwise adversely impact on the employee's ability to perform his or her job duties.

SECTION 4. When a properly trained supervisor, determines that he/she has reasonable suspicion that an employee is impaired, the supervisor will complete a form which will be

presented to the County Division of Employment Relations the same day. If the Employment Relations Office, in consultation with the Director or his/her designee, determines that there is probable cause, Employee Relations shall arrange for a Fitness for Duty exam and notify the Union prior to testing.

SECTION 5. An employee may also be referred for mandatory urine, blood or breathalyzer tests to determine substance abuse under the following circumstances:

A. As part of a disciplinary probation for employees who have violated the County's drug and alcohol rules; or

B. For employees returning from leaves of absence if they have given management a reason to suspect possible illegal drug and/or alcohol abuse. Possible reasons to suspect substance abuse include, but are not limited to, a history of excessive absenteeism not related to a specific illness, 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.

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. Specimen collection will occur in a medical setting and every precaution shall be taken to insure that the procedures shall not demean, embarrass, or cause physical discomfort to the employee.

SECTION 8. The results of any drug and alcohol screening test will be kept strictly confidential. An employee who tests positive for drugs and/or alcohol will have the opportunity to review the test results, and, if desired, a reasonable opportunity to rebut the results. Copies of any such evaluation shall be provided to the County and to the individual tested. Where urine or blood 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 his/her choosing for re-testing. An employee who believes a positive result is in error, may request a second test from the split sample. In the event the second test is negative, the cost of the test shall be paid by the County. In the event the second test is positive, the cost shall be paid by the employee.

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 Assistance Program (E.A.P.) can provide counseling and referral. All records of an employee seeking medical rehabilitation for drug or alcohol dependency, either through E.A.P. or otherwise, will be kept strictly confidential. Voluntary assistance should be sought before dependence affects job performance so as to endanger fellow employees or otherwise adversely impact the employee's ability to perform his or her job duties. There shall be no discipline administered against any employee for voluntarily entering an E.A.P. program.

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

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

ARTICLE 29
TEMPORARY EMPLOYEES

SECTION 1. The County may hire temporary employees under the terms of the letter of understanding contained in Appendix A.

SECTION 2. Employees converting to permanent status shall be required to complete a Probationary Period in Accordance with Article 9, Probationary Period, of the Labor Agreement.

ARTICLE 30
WAGES

SECTION 1. In consideration of the modification of the term of the Agreement, commencing January 1, 2013 instead of July 1, 2012, all bargaining unit employees shall be paid a lump sum payment. For each bargaining unit employee, the lump sum payment shall be calculated by taking one percent (1%) of his or her 2012 hourly base rate and multiplying it by 1040 hours (which reflects the time period between July 1, 2012 and December 31, 2012).

SECTION 2. Effective January 1, 2013, the base wage rate for 2013 shall be increased by one percent (1%).

SECTION 3. Effective July 1, 2013, the base wage rate for 2013 shall be increased by two percent (2%).

SECTION 4. Effective July 1, 2014, the base wage rate for 2014 shall be increased by two percent (2%).

SECTION 5. Shift differential shall be paid as follows: For all work performed on second shift, employees shall be paid an additional 25 cents ($.25) per hour, work seven and one half (7 1/2) hours and be paid for eight (8) hours. For all work performed on third shift, employees shall be paid an additional 50 cents ($.50) per hour, work seven and one half (7 1/2) hours and be paid for eight (8) hours.

SECTION 6. All Foremen shall be compensated at $1.50 per hour above the applicable rate in effect. A General Foreman shall be compensated at $2.50 above the applicable rate of pay.

SECTION 7. Painters performing spray painting and sand blasting shall be compensated at $0.70 cents per hour above the applicable rate in effect.

SECTION 8. Any bargaining unit employee ("Member") hired after the date of the full execution of this Agreement, shall be paid at a rate equivalent of eighty percent (80%) of the then-existing contract rate for the relevant job classification for their first year of employment. Upon having completed one (1) year of employment with the Department of Public Works, the Member shall be paid a rate equivalent to eighty five percent (85%) of the then-existing contract rate. Upon having completed two (2) years of employment with the Department of Public Works, the Member shall be paid a rate equivalent to ninety percent (90%) of the then-existing contract rate. Upon having completed three (3) years of employment with the Department of Public Works, the Member shall be paid a rate equivalent to ninety five percent (95%) of the then-existing contract rate. Upon having completed four (4) years of employment with the Department of Public Works, the Member shall be paid a rate equivalent to one hundred percent (100%) of the then-existing contract rate and shall thereafter continue at one hundred percent (100%) of the contract rate.

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

ARTICLE 31
REIMBURSEMENTS

SECTION 1. The County shall reimburse its Building Trades Employees to maintain certain licenses/certifications that the Employer determines are necessary to perform their respective duties for the County. This would include but not be limited to State of Ohio Fire Alarm and Detection Equipment, Automatic Sprinkler Equipment, Water Supply Equipment, and other categories as deemed necessary by the State Fire Marshall. It would also include any licenses required by city or Municipal Codes within Cuyahoga County that the Employer determines are necessary as stated above.

ARTICLE 32
PARKING

The County shall provide Building Trades employees who work 2nd and 3rd shift free parking at all County owned lots.

ARTICLE 33

WAGE CONTINUATION

The parties shall meet to discuss the implementation of the County wage continuation policy as established in the Human Resource Policies and Procedures Manual, Section 12.06 for bargaining unit employees.

NEW ARTICLE 34
FMLA

SECTION 1. The County agrees to comply with all applicable provisions of the Family Medical Leave Act of 1993 ("FMLA"), and the Americans with Disabilities Act of 1990.

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

NEW ARTICLE 35
DISCIPLINE

SECTION 1. Discipline is defined as any verbal or written warning, suspension, discharge, demotion, or for just cause. The County shall act within twenty (20) calendar days when becoming aware of events upon which discipline may be based. Further, no employee shall be suspended or terminated without first being given the opportunity to participate in a Pre-disciplinary Conference, together with Union representation (not to exceed three (3) representatives, unless mutually agreed otherwise), conducted by the Department of Human Resources. In the case of suspension or discharge, the employee has a right to have Union representation present (not to exceed three (3) representatives, unless mutually agreed otherwise), and upon request, will be permitted to discuss his or her suspension or discharge in an area provided by the County, before he is required to leave the premises. If a Steward is being disciplined, he or she has the right to be represented by a Union Officer.

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

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

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

SECTION 5. Progressive discipline shall be set forth in accordance with the Cuyahoga County Human Resource Policies and Procedures Manual, Section 13.09, as last revised on April 5, 2011.

ARTICLE 36
DURATION

This Agreement represents the complete understanding on all issues for the period from January 1, 2013 through June 30, 2015.

This Agreement shall become effective January 1, 2013 upon approval of the County through the mutual signatures of the County Executive and the Union, and shall remain in full force and effect until June 30, 2015 unless at least sixty (60) days prior to said expiration date, or anniversary thereof, either party gives timely notice to the other of an intent to modify or terminate this Agreement. Within sixty (60) days after receipt of said notice, a conference will be arranged to negotiate any proposals.

FOR THE UNION:

Loree K. Soggs, Executive Director
Cleveland Building Trades Council

FOR CUYAHOGA COUNTY:

Edward FitzGerald
Cuyahoga County Executive

Asbestos Workers, Local 3

Bricklayers, Local 5

Boilermakers, Local 744

Cement Masons, Local 404

Electricians, Local 38

Ironworkers, Local 17

Laborers, Local 310

Painters District Council #6

Pipefitters, Local 120

Plasterer's, Local 80

Roofers and Water Proofers, Local 44

Sheet Metal Worker's, Local 33

Sign Painters, Local 639

Plumbers, Local 55

Tile Setters, Local 30

Stationary Engineers, Local 18-S

Charles A. Rohr

Indiana Kentucky Ohio Regional Council of Carpenters

APPENDIX A

LETTER OF UNDERSTANDING

BETWEEN

CUYAHOGA COUNTY

AND

THE CLEVELAND BUILDING AND CONSTRUCTION TRADES COUNCIL

I. PURPOSE. This Agreement entered into by and between CUYAHOGA COUNTY, hereinafter referred to as the "COUNTY", and the CLEVELAND BUILDING AND CONSTRUCTION TRADES COUNCIL, hereinafter referred to as the "Union," has as its purpose the following:

1. To hire and employ personnel in skilled trades for capital improvement and renovation projects in accordance with the needs of the COUNTY. It is not the intent of this Agreement to use "temporary full-time" appointments to replace tradesmen employed by the COUNTY under the collective bargaining agreement who are referred to as "full-time permanent" employees. Temporary employees shall not be used to inhibit the growth of the bargaining unit.

2. This Agreement covers workers in the following classifications:

Asbestos Worker	Brick Layer
Cement Mason	Electrician
Iron Worker	Locksmith
Painter	Pipefitter
Plasterer	Plumber
Refrigeration Engineer	Roofer
Sheet Metal Worker	Skilled Laborers
Stationary Engineer	Sign Painter
Tile Setter	Carpenter

II. TERMS AND CONDITIONS OF EMPLOYMENT. The COUNTY retains the sole right and authority as to the following terms and conditions:

1. All workers hired in accordance with this Agreement shall be hired as "Temporary Full Time" appointments.

2. The employment of any/all workers hired shall be terminated forth with upon the completion of said project to which he/she has been assigned, or at any time for cause.

3. The COUNTY shall be the sole judge in determining the need for Temporary Full Time staff.

4. The COUNTY shall be the sole judge in determining the length of employment, size of the workforce, hours of work, work location(s), work schedules, and the necessity to schedule overtime with regard to any employee(s) hired pursuant to this Agreement.

5. The COUNTY agrees to notify the Union in writing of the COUNTY's need for additional Temporary Full Time Employees. The request shall include the length of time (approximate) and the number of staff required.

6. The Union agrees to provide the COUNTY with Full Time Temporary staff within a reasonable time, not to exceed seven (7) calendar days, from the date of the COUNTY's request. If the Union cannot meet the COUNTY's requirements for additional staff as stated herein, the COUNTY reserves the right to recruit UNION members, or use existing full-time permanent staff (union members) for said project(s).

7. This Agreement shall not affect any full time permanent employee with the COUNTY who may be required to work on special projects covered under this Agreement. Such existing employee shall work pursuant to the Building Trades Council Contract in effect with the COUNTY.

8. The COUNTY shall compensate Union employees appointed under this Agreement Local prevailing wage rates in Cuyahoga County for all hours for which the employee was scheduled to work.

9. The COUNTY will deduct regular assessments from the pay of employees covered by this Agreement.

10. The normal workweek shall be Monday through Friday. Normal work hours shall be between 7:00 A.M. and 4:30 P.M. with one-half (1/2) lunch hour.

11. It is hereby agreed that employees hired under this Agreement shall at all times be ineligible for benefits such as accumulated sick time, vacation pay, compensatory time, holiday pay, or Hospitalization/Medical/Surgical Benefits or supplemental coverage. This shall include any voluntary deductions such as savings bond, credit union, deferred compensation, etc.

12. Any employee appointed under this Agreement may have to pay into the P.E.R.S. of the State of Ohio depending on type and length of appointment. However,

upon termination of employment with the COUNTY, the employee shall have the option of withdrawing at any time their P.E.R.S. monies due to them. (Subject to P.E.R.S. law).

13. In the event the COUNTY has several ongoing projects at the same time, the COUNTY reserves the right to either transfer existing union members covered under this Agreement from one project to another or contact the Union for additional members.

14. It is hereby agreed that no section of the Civil Service Laws contained in Chapter 124 of the Ohio Revised Code shall apply to employees hired pursuant to this Agreement. Further, it is agreed that the Ohio Department of Administrative Services and State Personnel Board of Review shall have no authority or jurisdiction.

15. If any dispute arises which is not covered under this Agreement, the COUNTY and the Union shall meet to resolve said dispute. If the dispute cannot be resolved and an impasse results, the COUNTY and the Union shall abide by the current existing Local (Private Sector) contracts in force.

APPENDIX B

LETTER OF UNDERSTANDING

BETWEEN

CUYAHOGA COUNTY

AND

THE CLEVELAND BUILDING AND CONSTRUCTION TRADES COUNCIL

This Letter of Understanding is to provide clarification to the new Collective Bargaining Agreement between Cuyahoga County and the Cleveland Building and Construction Trades Council so that the safety and security of the County's various facilities can be preserved as in the past. **This Letter of Understanding will apply ONLY to those employees who are Stationary Engineers.**

> Stationary Engineers will be exempted from Section 2 – Paragraph A of Article 7 and shall be scheduled to meet the operational needs of a seven (7) day, twenty-four (24) hour operation. The normal workweek shall be forty (40) hours of work in five (5) consecutive days consisting of eight (8) consecutive hours. In the event it is necessary to change the hours of work, starting and quitting time of any shift, and schedule of hours, the County shall first meet with the Union to discuss said changes. This paragraph shall not be construed as a guarantee of limitation of work hours, nor shall it be construed to reduce the workweek below forty (40) hours per week for regular full-time employees.

This additional language will be applied to the Collective Bargaining Agreement between Cuyahoga County and the Cleveland Building and Construction Trades Council for the Stationary Engineers represented by the International Union of Operating Engineers, AFL-CIO Local 18-S as recognized in the above referenced agreement.

FOR THE UNION:

Cleveland Building Trades Council
Local 18-S, International Union
of Operating Engineers

Date: _____

FOR CUYAHOGA COUNTY:

Edward FitzGerald
Cuyahoga County Executive

Date: 1/8/2013

Cuyahoga County Department of Law
1219 Ontario Street, 4th Floor
Cleveland, Ohio 44113
Ph: 216-698-6464 Fax: 216-698-2744
Legal.cuyahogacounty.us
Ohio Relay Service 711

Whitney G. Kwok
wkwok@cuyahogacounty.us
216-348-3848

January 10, 2013

2013 JAN 14 P 3:23
STATE EMPLOYMENT RELATIONS BOARD

State Employment Relations Board
65 East State Street, Suite 1200
Columbus, Ohio 43215-4213

Re: Collective Bargaining Agreement between Cuyahoga County and The Cleveland Building and Construction Trades Council

To Whom It May Concern:

Please find enclosed an executed contract between Cuyahoga County and The Cleveland Building and Construction Trades Council for the term 01/01/2013 – 06/30/2015.

Sincerely,

Whitney G. Kwok

Whitney G. Kwok
Paralegal

Enclosure

cc: Nora L. Hurley, Deputy Chief Law Director