

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CUYAHOGA COUNTY**

**DEPARTMENT OF PUBLIC WORKS**  
**AND**  
**INTERNATIONAL UNION OF OPERATING ENGINEERS**

**LOCAL 18-S (ELECTRONIC TECHNICIANS) AFL/CIO**



**January 1, 2020 – December 31, 2022**

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## **ARTICLE 1**

### **PURPOSE**

This Agreement entered into by and between Cuyahoga County, hereinafter referred to as the "the Employer" or "the County" and the International Union of Operating Engineers, Local 18-S, (Electronic Technicians) AFL-CIO hereinafter referred to as the "Union," has as its purpose the following:

SECTION 1: To achieve and maintain a satisfactory and stabilized Employer/employee relationship and to promote improved work performance.

SECTION 2: To provide for the peaceful and equitable adjustment of differences that may arise, and to maintain the efficiency of the department.

SECTION 3: To assure the effectiveness of service by providing an opportunity for employees to meet with the Employer to exchange views and opinions on policies and procedures affecting the conditions of their employment, subject to the applicable provisions of Chapter 4117, Ohio Revised Code, Federal Laws, and the Constitutions of the State of Ohio and the United States of America, and the Charter and Ordinances of Cuyahoga County.

SECTION 4: To ensure the right of every employee to fair and impartial treatment.

SECTION 5: To provide an opportunity for the Union and the Employer to negotiate as to wages, benefits, and conditions of employment. This Agreement pertains to all employees within the bargaining unit defined hereunder.

SECTION 6: To provide for orderly, harmonious, and cooperative employee relations in the interest, of not only of the parties, but also of the citizens of Cuyahoga County.

## **ARTICLE 2**

### **UNION RECOGNITION**

SECTION 1: The Employer recognizes the Union as the sole and exclusive representative for the purpose of establishing wages, hours, terms, and conditions of employment for those employees of the Employer in the bargaining unit. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals employed in the classification of Electronic Technician.

SECTION 2: All positions and job titles not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

**ARTICLE 3**  
**MANAGEMENT RIGHTS**

SECTION 1: The Employer retains the right and the authority to administer the business of the department in addition to other functions and responsibilities that are not specifically modified by this Agreement. The Union shall recognize that the Employer has and will retain the full right and responsibility to direct operations of its departments, to promulgate reasonable rules and regulations, and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to, the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, demote, lay off, recall, reprimand, suspend, discharge, or discipline for just cause, and to maintain discipline among employees;
- B. To manage and determine the location, type, and number of physical facilities, equipment, programs and the work to be performed;
- C. To determine department goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively and efficiently meet these purposes;
- D. To determine the size and composition of the workforce, including the right to lay off Employees from duty due to lack of work or lack of funds;
- E. To determine the hours of work, and work schedules and to establish the necessary work rules for all employees;
- F. 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;
- G. To determine the necessity to schedule overtime and the amount required thereof;
- H. To determine the department's budget and uses thereof;
- I. To maintain the security of records and other pertinent information; and
- J. To determine and implement actions in emergency situations.

**ARTICLE 4**  
**NO STRIKE/NO LOCKOUT**

SECTION 1: The Union agrees that neither it, its officers, agents, representatives, nor members will authorize, instigate, cause, aid, condone or participate in any strike, work

stoppage, or any other interruption of operations or services of the Employer by its members.

SECTION 2: When the Employer notifies the Union by certified mail that any of its members are engaged in any strike activity as outlined above, the Union shall immediately and 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. 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 discharged and the only question of whether or not he/she did in fact participate in or promote such action shall be grievable.

SECTION 3: The Employer agrees that neither it, its officers, agents, nor representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of members of the Union, unless those members shall have violated Section 1 of this article.

## **ARTICLE 5**

### **PLEDGE AGAINST DISCRIMINATION AND COERCION**

SECTION 1: The Employer and the Union agree that for the duration of this Agreement, neither shall discriminate against any employee because of race, color, religion, sex, gender, genetic information, sexual orientation, military status, veteran status, national origin, age, disability, ancestry, or marital status. Nor shall the Employer or the Union discriminate against any employee because of his membership or non-membership in the Union. Both the Employer and the Union recognize their respective responsibilities under applicable federal, state and local laws and Executive Orders relating to Civil Rights and employment practices.

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: The Employer agrees not to interfere with the rights of eligible employees to become members of the Union; and there shall be no interference, restraint, or coercion by the Employer or his representatives against any legal employee activity or employees acting legally in an official capacity on behalf of the Union.

SECTION 4: The Union agrees not to interfere with the rights of employees not to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union.

**ARTICLE 6**  
**UNION SECURITY/CHECK OFF**

SECTION 1: The Employer and the Union agree that membership in the Union is available to all employees occupying job titles as has been determined by this Agreement appropriately within the bargaining unit upon the successful completion of their probationary period.

SECTION 2: The Union's duty to represent non-members may be limited. The Union may have the right to charge non-member grievant for grievance processing costs, i.e. depositions, arbitration, court reporter fees, etc., to the extent permitted by law.

SECTION 3: The Employer will deduct regular initiation fees and monthly dues from the pay of employees covered by this Agreement upon receipt from the Union of individually signed authorization for dues deduction cards, voluntarily executed by the employee for that purpose and bearing his signature, provided, that any employee shall have the right to revoke such authorization by giving written notice to the Union and Employer in accordance with the procedure outlined on the authorization card.

SECTION 4: An employee shall authorize payroll deductions by submitting a payroll deduction authorization form provided by the Union. All authorized deductions, together with an alphabetized list of names of all employees, shall be transmitted to the Union, and upon receipt, the Union shall assume full responsibility for the disposition of said funds.

SECTION 5: Deductions will be made from the pay of all employees during the first (1<sup>st</sup>) pay period of each month. In the event an employee's pay is insufficient for the deduction to be taken, the Employer will deduct the amount from the employee's next regular pay where the amount earned is sufficient.

SECTION 6: The Employer's obligation to make deductions shall terminate upon timely receipt of revocation of an authorization submitted in accordance with the procedure outlined on the authorization card or upon termination of employment or transfer to a job classification outside the bargaining unit.

**ARTICLE 7**  
**HOURS OF WORK AND OVERTIME**

SECTION 1: The standard workweek for all employees covered by this Agreement shall be forty (40) hours during a seven (7) day period beginning at 12:01 a.m. each Sunday. The standard workday shall consist of eight (8) hours and employees shall be scheduled to meet the operational needs of a seven (7) day, twenty-four (24) hour operation.

SECTION 2: Employees who begin their eight (8) hour workday at or about midnight (12:00 AM) will be paid a differential rate of pay of fifty cents (\$.50) per hour. Employees who begin their eight (8) hour workday during regular daytime business hours will not receive a differential rate of pay. Employees who begin their workday after the regular daytime business hours, but end their workday before midnight (12:00 AM) will be paid a differential rate of pay of twenty-five cents (\$.25) per hour.

SECTION 3: When an employee is required by the Employer to work more than forty (40) hours in his scheduled workweek, or more than eight (8) hours in his workday, he shall be compensated for such time at one and one-half times (1 ½ x) his regular rate.

SECTION 4: Employees shall be scheduled as needed to meet the operational needs of the department.

SECTION 5: The Employer shall have the option to offer compensatory time off in lieu of cash for approved overtime hours worked. Compensatory time shall be at time and one-half (1 ½) and will be taken at a time mutually agreeable to the Employer. An employee may accumulate a maximum of eighty (80) hours of compensatory time. An employee desiring to use compensatory time must submit a request in writing at least two (2) weeks in advance. Giving two (2) weeks' notice may be waived by the Employer in an emergency situation. However, compensatory time must be used within one hundred eighty (180) days from the date it was earned. Where an employee fails to use compensatory time within the prescribed period of one hundred eighty (180) days, the Employer shall schedule the employee off work. Further, compensatory time shall be issued in accordance with federal laws.

SECTION 6: For the purpose of computing overtime, sick leave shall not be counted as hours worked.

## **ARTICLE 8**

### **UNION REPRESENTATION**

SECTION 1: The Union shall furnish the County a written list of the names of the Steward and Alternate Steward.

## **ARTICLE 9**

### **GRIEVANCE PROCEDURE**

SECTION 1: The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, discipline, or discharge without just and proper cause, or improper application of this Agreement. It is not intended that the grievance procedure be used to affect changes in the articles of this Agreement nor those matters not covered by this Agreement which are controlled by Ordinances or Resolutions of the

Cuyahoga County Council, or by the provisions of federal and/or state laws and/or by the United States or Ohio Constitutions, or by the Charter of Cuyahoga County.

SECTION 2: A grievance under this procedure may be brought by any employee who is in the bargaining unit. Where a group of employees desire to file a grievance involving a situation affecting each employee in the same manner, one (1) employee selected by such group will process the grievance. Any employee may present a grievance and have it adjusted provided the adjustment does not violate this Agreement.

SECTION 3: All grievances must be timely processed at the proper step in the progression in order to be considered a grievance or to be considered at the subsequent step. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements to elapse without further appeal. Any grievance not answered by Management within the stipulated time limits shall be considered to have been answered in the negative and may be appealed to the next step of the grievance procedure.

SECTION 4: The written grievance shall state on the grievance form the specific article and section of this Agreement alleged to have been violated, an explanation of the facts, and the relief requested.

SECTION 5: The time limitations provided for this article may be extended by mutual agreement between the Employer and the Union. Working days, as used in this article, shall not include Saturdays, Sundays, and holidays.

SECTION 6: The Union specifically agrees that the State Personnel Board of Review shall have no jurisdiction to receive and determine any appeals relating to matters that become the subject of the final and binding grievance procedure contained in this Agreement.

SECTION 7: Each grievance shall be processed in the following manner:

STEP 1: IMMEDIATE SUPERVISOR: A grievance shall be reduced to writing by the grievant and presented to the Immediate Supervisor or his designated representative within five (5) working days (Monday through Friday) after the aggrieved party should reasonably have been aware of the occurrence. 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 or DESIGNEE: If the grievance is not thereby resolved, a written copy shall be submitted to the Director of Public Works and/or his designee within ten (10) working days after the Union receives the answer under Step 1. A meeting shall be held between the Director of Public Works and/or his designee, the Union Business Representative, the Chief Steward, and the grievant. Within five (5) working days (Monday through Friday) from the date of the 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 resolved 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 Deputy Director shall have twenty (20) calendar days from the date of the meeting to respond in writing.

**STEP 4: ARBITRATION:** If the grievance has been properly processed and is not satisfactorily resolved at Step 3, it may be submitted to arbitration by either the Union or the Employer. The right of the Union or the Employer to request arbitration over an unadjusted grievance is thirty (30) calendar days from the date the Employer's answer is received by the Union under Step 3 in the grievance procedure and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the Employer.

**SECTION 8:** Within thirty (30) calendar days of receipt of the Step 3 answer, the Union shall notify the Human Resources Deputy Director of Employee & Labor Relations and/or his designee in writing of its intent to appeal the grievance to arbitration. If the Union and the Employer fail to agree upon an Arbitrator in five (5) working days, the Federal Mediation and Conciliation Service shall then be requested to submit a panel of seven (7) Arbitrators to each party. Upon receiving the list, each party will strike names alternately until reduced to one (1), said being the Arbitrator in said dispute.

**SECTION 9:** The Arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the specific articles and sections of this Agreement, and he shall be without power or authority to render any decision which shall add to, subtract from or modify in any way, the provisions of this Agreement or to pass upon issues governed by law or make an award in conflict with law.

**SECTION 10:** The fees and expenses of the Arbitrator shall be shared equally by the parties.

**ARTICLE 10**  
**PROBATIONARY PERIOD**

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

**ARTICLE 11**  
**SENIORITY**

SECTION 1: For the purpose of this Agreement, Seniority shall be defined as the total continuous length of time a bargaining unit employee has been employed by the Employer.

SECTION 2: Seniority shall terminate when an employee:

1. Quits or resigns;
2. Retires;
3. Is discharged for just and proper cause;
4. Is laid off for a period of more than twelve (12) consecutive months;
5. Is absent without leave for three (3) or more consecutive workdays unless proper excuse for the absence is shown or, if no notice was given, a satisfactory excuse for failure to give notice; or
6. Fails to report for work when recalled from layoff within fourteen (14) calendar days from the date on which the Employer sends the employee notice by registered mail (to the employee's last known address as shown on the Employer's records) unless satisfactory excuse is shown. The Employer shall also furnish a copy of the Recall Notice to the local Union of any recalled employee.

**ARTICLE 12**  
**LAYOFFS**

SECTION 1: Whenever it becomes necessary, because of lack of work or funds, to reduce the working force, employees shall be laid off, within the affected classifications, by seniority within the affected classification. The least senior employee, in the classification, shall be laid off first (1<sup>st</sup>).

SECTION 2: In the event of a layoff, employees will continue to retain seniority for a period of one (1) year. Employees shall not accrue seniority while on layoff.

SECTION 3: Bargaining unit employees shall be recalled in the inverse order of layoff from their classification. An employee on layoff will be given fourteen (14) calendar days' notice of recall from the date on which the Employer sends the recall notice to the employee by registered mail to his last known address as shown on the Employer's records. In the event an employee does not respond during the fourteen (14) day period, he will forfeit his recall rights.

**ARTICLE 13**  
**HOLIDAYS**

SECTION 1: All bargaining unit employees shall be entitled to the following holidays:

New Year's Day  
 Martin Luther King Day  
 Presidents' Day  
 Memorial Day  
 Independence Day

Labor Day  
 Veterans Day  
 Columbus Day  
 Thanksgiving Day  
 Day after Thanksgiving  
 Christmas Day

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

SECTION 3: To be entitled to holiday pay, an employee must actually work the last scheduled day before and the first (1<sup>st</sup>) scheduled day after the holiday.

SECTION 4: To be entitled to holiday pay, an employee must be on active payroll (i.e., actually received 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: Any work performed by an employee on any of the days listed in Section 1 shall be paid at a rate of one and one half times (1 ½ x) the employee's straight- time hourly rate plus eight (8) hours time paid at his regular rate.

SECTION 7: If a recognized holiday listed in Section 1 of this article falls within the 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:

<b>Length of Ohio Public Service Completed</b>	<b>Accrual Rate (hours earned per 80 hours in active status)</b>	<b>Annual Amount (hours earned per 2080 hours in active pay status)</b>	<b>Maximum Accrual Balance (total hours)</b>
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: Vacations shall be scheduled based upon an 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 and/or his designee.

SECTION 3: There is no waiting period after an employee is hired or promoted before vacation time can be used. Employees must have their supervisor's approval to use vacation leave. Maximum accrual allowances of vacation will be administered in accordance with the County Employee Handbook. The Employer may permit an employee to accumulate and carry over his vacation leave to the following year, but in no case shall vacation leave be carried over more than three (3) years, or it will be forfeited.

**ARTICLE 15**  
**LEAVES OF ABSENCE/IMMEDIATE FAMILY**

SECTION 1: For the purpose of funeral leave, an employee's immediate family shall include his spouse, mother, father, child, brother, sister, sister-in-law, brother-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandchild, a legal guardian or other person who stands in place of a parent (loco parentis), or any other relative residing with the employee.

SECTION 2: For all other purposes of this Agreement, an immediate family shall include his spouse, mother, father, child, brother, and sister.

**ARTICLE 16**  
**SICK LEAVE**

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

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

B. If and when 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 hour).

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 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 his Supervisor or to the Cuyahoga County Department of Human Resources within one (1) hour of his scheduled starting time except for unusual circumstances beyond his control. If the employee is unable to reach his Supervisor or the Department of Human Resources, he must report the absence to the main security desk on the first (1<sup>st</sup>) floor of the Justice Center within one (1) hour of his scheduled start time.

SECTION 4: An employee who is absent on paid sick leave shall fill out the appropriate information electronically on MyHR.com to justify the use of sick leave. The Director 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. Also, this certificate shall indicate that the employee was under a physician's care and was advised by the physician concerning the number of days to remain home from work.

SECTION 5: Disability leave for personal illness or injury shall be limited to one (1) year. The Employer shall have the right to extend disability leave provided that the employee can show, with reasonable certainty that he will be able to return to work in the near future. An employee on a recognized Worker's Compensation claim will not be affected by this section.

## **ARTICLE 17**

### **BEREAVEMENT LEAVE**

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

## **ARTICLE 18**

### **COURT LEAVE**

SECTION 1: An employee called for jury duty or subpoenaed as a witness shall be granted a leave of absence for the period of jury service or witness service, and will be compensated for the difference between his regular pay and jury duty pay or witness pay for work absences necessarily caused by a jury duty or witness duty. To be eligible for a jury duty pay or witness pay, an employee shall turn in to the Employer a jury duty pay voucher, or a

witness pay voucher, showing the period of jury service or witness service and the amount of jury pay or witness pay received. It is understood that an employee released from jury duty prior to the end of his scheduled workday shall report to work for the remaining hours.

SECTION 2: Employees shall not be entitled to paid court leave when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceeding, custody, appearing as directed with juveniles, etc. These absences would be leave without pay as scheduled in advance with the Employer.

## **ARTICLE 19** **MILITARY LEAVE**

SECTION 1: Military leave of absence shall be in accordance with the Cuyahoga County Department of Human Resources Employee Handbook. However, in the event that there is a change to the federal law governing military leave, the parties agree that they will abide by such change accordingly.

## **ARTICLE 20** **PERSONAL LEAVE**

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

SECTION 2: An employee who uses personal leave for purposes other than the reason(s) the leave was granted may be terminated.

## **ARTICLE 21** **SICK LEAVE CONVERSION**

SECTION 1: An employee may elect at the time of formal retirement from active service with the Employer, and with ten (10) or more years of prior service with the State of Ohio or any political subdivision, 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 (1x) to any employee. The maximum payment shall not exceed thirty

(30) days.

**ARTICLE 22**  
**FAMILY MEDICAL LEAVE ACT (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 (“ADA”) 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.

**ARTICLE 23**  
**REPORT-IN-PAY**

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

**ARTICLE 24**  
**CALL-IN-PAY**

SECTION 1: Should any employee be called back to work outside his regular work hours, he shall be paid one and one-half times (1 ½ x) his regular hourly rate for all hours worked or four (4) hours at his regular rate, whichever is greater.

**ARTICLE 25**  
**INSURANCE**

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

SECTION 2: Effective the first full pay-period following full execution of this Agreement, bi-weekly contributions for bargaining unit employees for medical and prescription drug benefits shall be determined as follows:

**METROHEALTH PLANS:**

- 1) For all three (3) years of the Agreement, the County shall offer an HSA plan through the MetroHealth System with no biweekly contribution from employees;
- 2) The bi-weekly contribution for a non-HSA plan offered through MetroHealth shall be as follows:
  - a. 2019: 93% Employer, 7% Employee;
  - b. 2020: 93% Employer, 7% Employee;
  - c. 2021: 93% Employer, 7% Employee;
  - d. 2022: Re-opener.

a) OTHER HEALTH INSURANCE PLANS

The bi-weekly contribution rates shall be as follows:

- a. 2019: 86% Employer, 14% Employee;
- b. 2020: 86% Employer, 14% Employee;
- c. 2021: 86% Employer, 14% Employee;
- d. 2022: Re-opener.

b) DENTAL AND VISION

- a. 2019: 86% Employer, 14% Employee;
- b. 2020: 86% Employer, 14% Employee;
- c. 2021: 86% Employer, 14% Employee;
- d. 2022: Re-opener.

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: The Employer shall be entitled to increase the cost containment features of the plans that may include, but are not limited to, deductibles and co-insurance.

SECTION 5: 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 6: 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 7: 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 (3<sup>rd</sup>) 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 (1<sup>st</sup>) date of the first (1<sup>st</sup>) month following completion of the waiting period.

**ARTICLE 26**  
**FITNESS FOR DUTY EXAMINATION**

SECTION 1: Fitness for Duty Examination shall be in accordance with the Cuyahoga County Department of Human Resources Employee Handbook, Section 8.04.

**ARTICLE 27**  
**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 end of such governmental regulation that will permit such implementation.

SECTION 2: Any provision of this Agreement which is held by the final order of a court of competent jurisdiction to be totally in violation of, or contrary to, municipal, county, state or federal acts, statutes, ordinances, regulations or orders, the Charter of Cuyahoga County, or revision 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 this 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 28**  
**WAGES**

SECTION 1: Effective the first (1<sup>st</sup>) date of the first (1<sup>st</sup>) full pay period in January 2020 (January 5, 2020), the wage rate of the Electronic Technicians shall be increased by two percent (2%) to twenty dollars and forty-four cents (\$ 20.44) per hour.

SECTION 2: Effective the first (1<sup>st</sup>) date of the first (1<sup>st</sup>) full pay period in January 2021 (January 3, 2021), the wage rate of the Electronic Technicians shall be increased by two percent (2%) to twenty dollars and eighty-five cents (\$ 20.85) per hour.

SECTION 3: For 2022, the wage rate of the Electronic Technicians shall be subject to reopener negotiations. The wage reopener negotiations shall commence by October 15, 2021 or a later date if mutually agreed to by the parties.

SECTION 4: When operational needs require, management may designate a Foreman. The Foreman shall schedule, assign and direct work of other bargaining unit members at the direction of management. The Foreman will be compensated at the rate of one dollar and seventy-five cents (\$1.75) per hour over the applicable Electronic Technician hourly wage rate.

## **ARTICLE 29**

### **PARKING**

SECTION 1: The Employer will provide parking privileges, at no cost in a parking facility designated by the Employer, to all bargaining unit employees assigned to the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) shifts.

## **ARTICLE 30**

### **JOB DESCRIPTIONS**

SECTION 1: If substantial changes in the method of operations, tools or equipment, of the Electronic Technicians occurs, or if a new job is created that has not been previously classified, the Department of Public Works shall meet with the Union for the purpose of placing the job into an existing classification or establishing a new classification. In the event that the Department of Public Works and the Union are unable to reach an agreement on placing the job into an existing classification, the Union shall have the right to submit the issue to the grievance procedure.

## **ARTICLE 31**

### **HOURS OF WORK**

SECTION 1: Effective January 1, 2020 at midnight (12:00 a.m.), hours of work shall be identified as the following:

First (1<sup>st</sup>) shift shall be 7:00 a.m. to 3:00 p.m.

Second (2<sup>nd</sup>) shift shall be 3:00 p.m. to 11:00 p.m.

Third (3<sup>rd</sup>) shift shall be 11:00 p.m. to 7:00 a.m.

## **ARTICLE 32**

### **DURATION OF AGREEMENT**

SECTION 1: This Agreement shall be effective January 1, 2020 and shall remain in full

force and effect until December 31, 2022, and thereafter from year to year, unless otherwise terminated as provided herein.

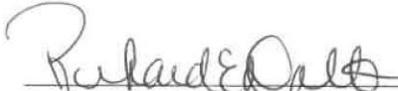
SECTION 2: If either party desires to modify, amend, or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the termination date of this Agreement. Such notices shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

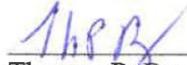
SECTION 3: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by these parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer 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 or matter referred to or covered in this Agreement, even though subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

**SIGNATURES**

IN WITNESS WHEREOF, the Parties have hereunto set their hands to indicate their assent to all terms of this Collective Bargaining Agreement:

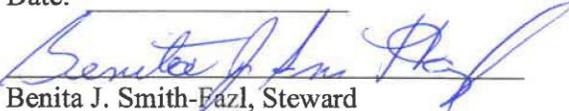
**FOR THE UNION (Electronic Technicians):**

  
Richard E. Dalton, Business Manager  
Date: 12-4-19

  
Thomas P. Byers, President  
Date: \_\_\_\_\_

  
Michael R. Bertolone, Rec.- Cor. Secretary  
Date: \_\_\_\_\_

  
Eric Eastwood, Business Representative  
Date: \_\_\_\_\_

  
Benita J. Smith-Fazl, Steward  
Date: \_\_\_\_\_

**FOR CUYAHOGA COUNTY DEPARTMENT OF PUBLIC WORKS:**

  
Armond Budish, County Executive  
Date: 12-9-19

Approved as to legal form and correctness:

  
Nora L. Hurley  
Deputy Chief Law Director