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CUYAHOGA COUNTY

and the

**OHIO PATROLMEN'S BENEVOLENT
ASSOCIATION**

PROTECTIVE SERVICES SERGEANTS

01/01/12 – 12/31/14

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SECTION I. INTRODUCTORY

PREAMBLE

This is an Agreement between Cuyahoga County, hereinafter known as the "Employer", and the Ohio Patrolmen's Benevolent Association, hereinafter known as the "Union" representing Employees, herein defined as Protective Services Sergeants and hereinafter known as "Employees" in the Cuyahoga County Sheriff's Department.

Article 1. PURPOSE OF AGREEMENT

It is the intention of this Agreement to maintain harmonious relations between Cuyahoga County and its Employees represented by the Union; and it is further the intention of this Agreement that all dealings between the parties hereto shall be conducted in a legal manner and consistent with efficient and progressive service towards the Employer, the Employees, and the public interest.

Article 2. PLEDGE AGAINST DISCRIMINATION

SECTION 1. No person, persons, or agency responsible to the Employer, nor the Union or its Sergeants and bargaining members shall discriminate against any Employee based upon the following: age, gender, marital status, race, religion, color, creed, national origin, disability, political opinions or affiliation, sexual orientation or veteran's status. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

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

Article 3. MANAGEMENT RIGHTS

SECTION 1. Except as specifically limited by explicit provision of the Agreement, the Employer shall have the exclusive right to manage the operation, control the premises, direct the work force, and maintain efficiency of operations. Specifically, the Employer's exclusive management rights include, but are not limited to, the following:

- 1) the right to determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public Employer, its standards of services, its overall budget, its utilization of technology and organizational structure;
- 2) the right to direct, supervise, evaluate and hire Employees;
- 3) the right to maintain and improve the efficiency and effectiveness of operations;
- 4) the right to determine the overall methods, process, means and personnel by which operations are to be conducted;
- 5) the right to suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, and retain Employees;
- 6) the right to determine the adequacy and size of the work force;
- 7) the right to determine the overall mission of the Employer as a unit of government;
- 8) the right to effectively manage the work force;
- 9) the right to take actions to carry out the mission of the public Employer as a unit of government.

SECTION II. UNION-RELATED

Article 4. UNION RECOGNITION

SECTION 1. The Employer hereby recognizes the Union as the sole collective bargaining agent with respect to wages, hours, terms and other conditions of employment for Protective Services Sergeants described by the State Employment Relations Board (SERB) Case Nos. 98-REP-04-0080 and 10-REP-04-0064, but excluding Supervisory and Management level personnel as defined by SERB.

SECTION 2. Notwithstanding the provisions of this Article, confidential, fiduciary, casual, temporary and seasonal Employees shall be excluded from the bargaining unit.

Article 5. PROBATIONARY PERIOD

SECTION 1. Every newly hired full-time Employee will be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the Employee receives compensation from the Employer. The probationary period shall continue for a period of one hundred eighty (180) calendar days. Employees who were promoted from the rank of Officer may be demoted back to that classification and new Employees may be terminated during their probationary period for any reason without appeal.

SECTION 2. Probationary evaluations shall not be subject to the formal Grievance Procedure. Probationary Employees may join the Union but may not file grievances until they have satisfactorily completed their probationary period. The Union shall not review probationary evaluations.

SECTION 3. Any absence of five (5) or more consecutive work days shall toll the duration of the probation period by the duration of the absence, extending the original date of the probationary period by the period of the absence.

Article 6. UNION REPRESENTATION

SECTION 1. For the purpose of processing grievances and collective bargaining, the Union shall be represented by two Directors who shall be elected by members of the bargaining unit. No Employee shall be permitted to serve as a Union Director who has less than one (1) year of employment. The Union may appoint alternate Directors who may act in the absence of a Director.

SECTION 2. The Union shall supply the Employer with an updated list of names of the Directors that represent this unit on the effective date of this Agreement and at any time thereafter that changes occur.

SECTION 3. The Union Representative shall be permitted to visit on the premises to meet with the Union members with prior notification to the Manager of Protective Services, the Sheriff or their designees. The Union agrees that such visits will be kept to a minimum.

SECTION 4. A Director shall be permitted to investigate and process a grievance within his shift and attend meetings as provided in the grievance procedure during working hours without loss of wages provided that such activity shall take into consideration the operational needs and work requirements of the Employer. All Directors investigating or processing a grievance shall first notify and receive approval from their immediate supervisor prior to beginning any such activity and permission shall not be unreasonably withheld.

Article 7. UNION SECURITY/ CHECK OFF DUES

SECTION 1. All present Employees who are members of the Union on the effective date of this Agreement or become members during the term of this Agreement shall remain members of the Union provided that such Employee may resign from the Union in accordance with state or federal law. Notice of resignation must be in writing and presented to the Union Representatives and the Employer during this period. The payment of an initiation fee and dues uniformly required of the membership shall be the only requisite condition of Union membership. If the Union during the life of this Agreement obtains Fifty percent (50%) of the eligible bargaining unit as members, then all bargaining unit Employees who are non-Union members will be required to pay a fair share fee to the extent consistent with Chapter 4117 of the Ohio Revised Code and Sections 2, 3, and 4 below will become effective immediately. For purposes of this Article, "eligible Employees" are bargaining unit Employees on payroll for more than sixty (60) days, who have not claimed a religious exemption from the requirement to contribute to a labor organization.

SECTION 2. 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 the Agreement, shall, as a condition of employment, pay to the Union through payroll deduction, a Fair Share Fee.

SECTION 3. Any future Employee who does not make application for Union membership within sixty-one (61) days after being employed shall, as a condition of employment, pay to the Union through payroll deduction, a Fair Share Fee.

SECTION 4. The Employer will deduct initiation fees and monthly dues from the pay of Employees covered by this Agreement and upon receipt from the Union of individual written authorization cards voluntarily executed by an Employee for that purpose and bearing his signature, with the exception of non-members, who, if Sections 2, 3, and 4 of this Article are applicable, shall have fair share fees deducted in accordance with Ohio Revised Code Section 4117.09(C). Deductions will be made from the pay of all Employees during the first pay period of each month. In the event of an Employee's first month pay being insufficient for such purpose, an amount equal to the shortage shall be deducted, but no greater than a double deduction from the pay earned in the first pay of the following month, or if that is insufficient, a subsequent period.

SECTION 5. All deductions under this Article, accompanied by an alphabetical list of all Employees for whom deductions have been made, showing the type of deduction made, shall be transmitted to the Union no later than the twentieth (20th) day following the end of the pay period in which the deduction is made, and upon receipt, the Union shall assume full responsibility for this deposition of all funds deducted. Immediately upon hiring a new Employee who is subject to a Fair Share Fee, the Employer shall provide the Union, the names and addresses of said Employees. The Union will distribute to such Employees all literature which the Union feels is necessary to explain such fee. The Employer will likewise furnish names and addresses of other Employees becoming subject to Fair Share Fee at least thirty (30) days prior to deduction.

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

SECTION 7. All Employees who are not members of the Union shall have all rights and privileges set forth in the Ohio Revised Code Section 4117.09 pertaining to political expenditures by the Union.

Article 8. UNION BUSINESS LEAVE OF ABSENCE

Directors and bargaining committee members involved in grievance matters, arbitration matters, and negotiation matters will be permitted ten (10) days, in the aggregate, leave without pay per contract year. Any additional time needed may, with the approval of the Employer, be taken from vacation or compensatory time. The Union shall give the Employer a seven (7) calendar day written notice of all Union business leave requests.

Article 9. UNION RIGHTS

SECTION 1. The parties agree that the Employer will provide the Union with copies of all policy and procedure manuals, rules and regulation manuals, and Employee handbooks relative to this Unit. The Employer agrees to provide the Union, through its Union Representative, with a copy of any changes or amendments made to these documents during the term of this Agreement.

SECTION 2. A member of the bargaining unit designated by the Union shall be afforded the opportunity to speak on Union business to all newly-promoted Sergeants.

SECTION 3. The Union agrees to furnish the Employer with six (6) copies of the Union constitution and other non-confidential information applicable to this unit within sixty (60) days after the signing of this Agreement.

Article 10. NO STRIKE/NO LOCKOUT

SECTION 1. Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for the uninterrupted services to the citizens of Cuyahoga County, Employees, residents, temporary, or permanent, residing in County facilities.

Therefore, the Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid condone, or participate in any strike, informational picketing, sympathy strike, work stoppage, or any other interruption of operations or services of the Employer by its members or other Employees of the Employer, during the term of this Agreement. When the Employer notifies the Union that any of its members are engaged in any such strike activity, as outlined herein, the Union shall immediately, conspicuously post notice over signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all Employees to immediately return to work.

Should the Union fail to post such notice, the Employer shall have the option of seeking appropriate legal remedies. Any Employee failing to return to work after notification by the Union, as provided herein, or who participates or promotes such strike activities, as previously outlined, may be disciplined and/or discharged and only the question of whether he/she did, in fact participate in or promote such action shall be subject to appeal.

SECTION 2. The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of bargaining unit Employees during the term of this Agreement.

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

Article 11. BULLETIN BOARDS/ DISTRIBUTION OF UNION MATERIALS

SECTION 1. Employees shall be afforded space on the same Union bulletin boards that are used by the Protective Services Officers' unit. It is agreed that the following notices can be posted which shall not require prior Employer approval:

1. Official OPBA notices or materials of Union business or concern, including procedures, informational notes, endorsements, opportunities, benefits, rules and regulations of the Union, notice of Union meetings, and election results.
2. No material shall be posted that is illegal, illicit, or otherwise considered unacceptable to the general public.
3. No writings or postings may contain anything critical of the Employer or any other County department or employee.

4. A representative of the Union shall be permitted access to bulletin boards to post material.
5. Bulletin Boards shall be placed at the following locations.
 - a. Justice Center- 23rd Floor
 - b. 1640 Superior Avenue – Virgil E. Brown Building
 - c. 3955 Euclid Avenue – Jane Edna Hunter Building

All other notices of any kind not covered hereinabove must be delivered to the Employer's designee. The designee has the right to order the Directors to remove any notice in violation of the criteria outlined herein, and the Directors shall immediately remove such notice.

SECTION 2. The Employer shall provide locking, glass enclosed bulletin boards at the above locations.

SECTION 3. The Employer shall provide the labor, time, and materials necessary to install the bulletin boards.

SECTION 4. The Union shall take sole responsibility for all materials placed upon the bulletin boards.

SECTION 5. Union representatives may distribute materials to all posts manned on each shift. Employee representatives shall only engage in this activity on their own time, with prior notification to the Employer, and with no disruption to the work force.

Article 12. LABOR/MANAGEMENT COMMITTEE

SECTION 1. There shall be a Labor/Management Committee consisting of not more than four (4) representatives selected by the Union and more than four (4) representatives selected by the Employer.

SECTION 2. Upon request of either party, but not more than once per calendar quarter, a meeting of the Labor/Management Committee shall be scheduled. Additional meetings may be scheduled as needed and mutually agreed upon. The purpose of such meetings will be to discuss matters of mutual interest to the Employees covered by this contract.

SECTION III. WAGES & BENEFITS

Article 13. WAGES

SECTION 1. Effective January 1, 2012, all members of the bargaining unit shall be paid \$21.34 per hour.

SECTION 2. Effective January 1, 2013, all members of the bargaining unit shall be paid \$21.55 per hour.

SECTION 3. The contract shall be reopened for the sole purpose of bargaining wages to be effective January 1, 2014. The provisions of Chapter 4117 of the Ohio Revised Code shall apply to the wage re-opener.

Article 14. SHIFT DIFFERENTIAL

SECTION 1. For purposes of determining an Employee's shift differential only, the parties agree to designate shift parameters as follows: first shift starting times shall be those from 4:00 a.m. to 10:59 a.m.; second shift starting times range from 11:00 a.m. to 7:59 p.m. and third shift starting times are from 8:00 p.m. to 3:59 a.m. The determination of the shift that an Employee is assigned to is based on the Employee's regular starting time.

SECTION 2. All Sergeants shall be designated to work a specific shift and shall receive shift differential pursuant to the procedure identified herein.

SECTION 3. Employees who are designated as first shift Employees based on their start-times as stated in above shall receive no shift differential for all hours worked in pay status. Employees who are designated as second shift Employees based on their regular starting time as stated in above shall receive twenty-five cents (\$0.25) per hour for all hours in pay status. Employees who are designated as third shift Employees as stated in Paragraph 1 above shall receive fifty cents (\$0.50) per hour for all hours in pay status.

SECTION 4. If an Employee works overtime either before or after their regular assigned shift, the differential follows the Employee. For example, a designated second shift Employee working third shift or first shift overtime will receive overtime pay with a shift differential of twenty-five cents (\$0.25) for hours worked. A designated third shift Employee working first shift or second shift overtime will receive overtime pay with a shift differential of fifty cents (\$0.50) for hours worked. An Employee on first shift working overtime on third shift or second shift receives overtime pay with no shift differential.

Article 15. LONGEVITY

There shall be no longevity payments for the term of the agreement except if the Protective Services Officers negotiate longevity payments or obtain them through fact finding or conciliation, those payments shall be granted to the Sergeants at the same time and under the same terms.

Article 16. UNIFORM & EQUIPMENT

SECTION 1. The initial uniform issue shall be completed by the Employee's 90th day. The initial uniform issuance shall be:

	1		Duty Belt	1	
Headgear	1	Winter	Belt Keepers	4	
Headgear	1	Summer	Handcuffs	1	
SS Shirts	4		Handcuff Case	1	
LS Shirts	4		Ammunition	18	Rounds
Tie	2		Name Tag	2	
Pants	4		Biohazard Kit	1	
SW Jacket	1		Gloves	1	Pair
WW Jacket	1		Holster	1	
	1		Ammunition Case	1	
Rain Coat	1		Badge	2	
Speedloaders	2				

SECTION 2. Employees shall receive an annual uniform maintenance allowance of five hundred seventy-five dollars (\$575.00).

SECTION 3. It is hereby recognized and agreed that all items issued pursuant to Section 1 of this Article remain the property of the Employer. At the termination of employment, either voluntary or involuntary, the Employee must return all items issued by the Employer. Employees may retain their badges upon retirement. It is further agreed that any item issued under this Article that is not returned shall be deducted from any compensation due the Employee including, but not limited to, wage, vacation, or compensatory time. Each Employee further agrees that the final paycheck shall be held until this account is settled.

SECTION 4. Pursuant to current practice, the Employer will reimburse Sergeants for specialized equipment and certifications (including commissions) that are required by the Employer.

SECTION 5. Newly-promoted Sergeants shall not be issued those items previously issued while Officers; however, the Employer shall replace any such items if worn, damaged or no longer functional. The Employer will insure that each Employee has two (2) uniform badges, sidearm, less-than-lethal device, ammunition pouch, flashlight and holder, holster, handcuffs, and hat badges. Unserviceable items shall be replaced by the Employer as soon as possible.

Article 17. HOURS OF WORK

SECTION 1. The normal workday shall consist of eight (8) hours, the normal workweek shall consist of five (5) workdays and two (2) days off.

SECTION 2. The past practice shall remain in effect in regard to the duration of the lunch period. The Employer will make a reasonable effort to schedule the lunch break between the third and fifth hour of each Employee's shift.

SECTION 3. Notwithstanding anything in the contract to the contrary, alternative scheduling will be permissible. Alternative scheduling is defined as a work schedule whereby an Employee will work in daily increments of more than eight (8) hours. Paid sick, vacation leave, jury duty-court leave, holidays and disciplinary suspensions for Employees on alternative work schedules will be paid and/or charged at the rate of the number of hours that the Employee is scheduled to work for on the affected dates. It is understood and acknowledged by both parties that the decision to utilize alternative work schedules is at the sole discretion of the Employer and will be based on operational needs. It is also understood that nothing herein shall be understood to compel the Employer to adopt, or once adopted to continue alternative work scheduling.

Article 18. OVERTIME

SECTION 1. An Employee required to work more than forty (40) hours in any workweek shall be compensated at one and one-half times his regular rate of pay, or at the Employee's option, receive compensatory time credited at one and one-half hours for each overtime hour worked up to two hundred forty (240) hours. Employees will be provided with weekly opportunity to state their choice of compensation. Compensated holidays, vacation or compensatory time shall be considered time worked for purposes of the overtime calculation. Employees called into work on a scheduled day off shall be compensated at the rate of one and one-half times the regular rate of pay.

SECTION 2. Compensatory time shall be used within three hundred sixty-five (365) days of accrual. Compensatory time accumulated more than three hundred sixty-five (365) days prior to said pay period which has not been used by the Employee shall not be subject to loss but shall be paid to the Employee in the following pay period.

SECTION 3. Scheduling of overtime shall be distributed by the scheduling lieutenant as equitably as practicable.

SECTION 4. Employees who are working their regularly scheduled shift at a time when all County buildings are closed due to an unforeseen emergency shall receive compensatory time equal to the number of hours worked when the County is closed in addition to their regular hourly rate. This section is not applicable when individual buildings are closed and for overtime opportunities.

Article 19. COURT TIME PAY

SECTION 1. When an Employee is required to attend a court hearing in direct connection with his/her position as a Sergeant, the Employee shall be granted time off with pay to attend the court proceedings.

SECTION 2. If the court appearance is scheduled during the Employee's normal shift, the Employee shall be relieved of their regularly scheduled duties and compensated at their regular rate of pay for all time in court. If the Employee's presence is required beyond the end of their regular shift, the Employee shall be compensated for an additional three (3) hours pay at time and one-half (1 1/2) their regular rate of pay. If an Employee is required to remain in court more than three (3) hours beyond the end of their regular shift, the Employee shall be compensated at a rate of one and one-half (1 ½) times their regular rate of pay for all hours worked.

SECTION 3. An Employee who is required to attend a court proceeding in direct connection with his/her position as a Sergeant on an off day shall be compensated for three (3) hours at time and one-half (1 ½) or actual hours worked at time and one-half (1 ½), which ever is greater.

Article 20. CALL-IN PAY

A Sergeant who is required to report to work at a time that he is scheduled off shall receive a minimum of three (3) hours of work or three (3) hours of pay in lieu thereof at the applicable rate.

Article 21. HOLIDAYS

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

- | | |
|---------------------------|----------------------------|
| 1. New Years Day | 6. Labor Day |
| 2. Martin Luther King Day | 7. Columbus Day |
| 3. Presidents' Day | 8. Veterans' Day |
| 4. Memorial Day | 9. Thanksgiving |
| 5. Independence Day | 10. Day after Thanksgiving |
| | 11. Christmas Day |

SECTION 2. Any Employee required to work one of the recognized holidays is entitled to receive compensation at the rate of one and one-half (1 & 1/2) times his/her usual rate of pay in addition to receiving his/her regular holiday pay.

SECTION 3. To be entitled to holiday pay, an Employee must be on the active payroll during the week in which the holiday occurs. Further, to be entitled to holiday pay, Employees must work their scheduled shift the workday before, during and the workday after the holiday.

SECTION 4. An Employee who does not work on a recognized holiday shall receive eight (8) hours-straight time pay at his/her regular hourly rate. If an Employee's work schedule is other than Monday through Friday, he/she shall receive in addition to his/her regular hourly pay, eight (8) hours straight time pay at his/her regular rate for the holidays observed on his/her day off regardless of the day of the week on which they are observed.

SECTION 5. In the event the Employer grants another holiday to any other Employees because of the national crisis which occurred Sept. 11, 2001, then the Employer shall grant the holiday to bargaining unit Employees.

Article 22. HEALTH 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, except in case of an eligible change in family status as determined by Section 125 of the Internal Revenue Code. The plan year commences on January 1st and ends on December 31st of the calendar year, but is subject to change.

SECTION 2. 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 MetroHealth at no cost to employees.

b) **OTHER BENEFIT PLANS**

The biweekly health insurance contribution rates shall be as follows:

- 1) Effective January 1, 2012: Employer 92.5% of plan costs; Employee 7.5% plan costs, subject to a bi-weekly cap on Employee contributions of \$30.00 for single coverage and \$45.00 for family coverage;
- 2) Effective January 1, 2013: Employer 90% of plan costs; Employee 10% of plan costs; and
- 3) Effective January 1, 2014: 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, 2012, the Employer shall contribute 95% of the costs for the ancillary benefit plans (i.e. vision and dental) and the Employee shall contribute 5% of the cost for ancillary benefit plans.

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 plans 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 23. LIFE INSURANCE

The Employer shall provide life insurance benefits to all bargaining unit Employees equal to the life insurance benefits provided to non-bargaining unit Employees. Any positive changes in the life insurance benefits provided to non-bargaining unit Employees shall be applicable to all bargaining unit Employees. If the Employer agrees to an increase in life insurance benefits in negotiations with another bargaining unit or if an improvement in benefits results from fact-finding or conciliation, the improvement in benefits shall be extended to this bargaining unit.

Article 24. PERSONAL LIABILITY INSURANCE

The Employer will indemnify all Employees of this bargaining unit pursuant to applicable State Law.

Article 25. RETIREMENT

SECTION 1. Upon retirement, an Employee with ten (10) or more years of service may receive cash payment for one-fourth (1/4) the value of the accrued but unused sick leave balance, not to exceed thirty (30) days [240 hours].

SECTION 2. The Employer's retirement plan shall be governed by the Ohio Public Employees Retirement System. The Employer agrees to continue a salary pickup plan pursuant to the PERS rules and regulations.

SECTION 3. When employment is terminated, Employee shall receive full compensation for accrued vacation, holiday, and compensatory time.

Article 26. TUITION REIMBURSEMENT

Any optional tuition reimbursement benefit may be offered pursuant to the authority conferred by the Policies and Procedures Manual (currently Section 11.08, revised April 5, 2011 and incorporated by reference) and shall be on the same terms and conditions as offered to non-bargaining employees of the County.

SECTION IV. TERMS & CONDITIONS OF EMPLOYMENT

Article 27. SENIORITY

SECTION 1. Seniority shall be defined as an Employee's uninterrupted length of continuous service with the Protective Services division of the Cuyahoga County Sheriff's Department as a Sergeant and shall be calculated from the Employee's initial date of hire or promotion as a Sergeant. Continuous service includes service with the Cuyahoga County Sheriff's Department, Central Services Security/Police department and the former Department of Human Services Police department.

In the event that more than one Employee has the same date of hire, seniority will be determined by alphabetical listing of their last name with "A" being the highest and "Z" being the lowest in seniority on the initial date of hire. Employees' placement on the seniority list by last name shall be determined as of the date of transfer of Protective Services to the Sheriff's Department or their date of hire, whichever occurs later, and shall remain unchanged throughout the duration of employment.

SECTION 2. An approved leave of absence does not constitute a break in continuous service provided the Employee follows the procedure for such leave and returns to active service immediately following the expiration of the approved leave except as otherwise provided.

SECTION 3. An Employee shall lose his seniority when:

1. the Employee resigns or retires; or
2. the Employee is discharged for just cause; or
3. the Employee is absent from scheduled work for at least three (3) consecutive work days without a valid excuse; or
4. the Employee fails to return to work within fourteen (14) calendar days after the initial date of receipt of certified mailing of a recall notice after layoff.
5. the Employee fails to make application for reinstatement within thirty (30) calendar days from the date that PERS determines that a disability benefit recipient is no longer incapable of resuming the service from which the recipient was found disabled and no appeals are still pending.

SECTION 4. Employees shall continue accrual of seniority while on military leave of absence and for other reasons specially stated in the contract provisions herein.

Article 28. SHIFT ASSIGNMENT

As soon as practicable after ratification of this Agreement, the Employer will implement a bid procedure, allowing all Employees in the bargaining unit to select their work shift assignment and off-days, based on seniority within the bargaining unit. Thereafter, shift selection will occur annually, at a time designated by the Employer. Selection will be for the work shift and off-days only and will not include any other terms, conditions, or work assignment aspects. Employees shall not be required to work regularly scheduled "split shifts".

Article 29. HEALTH & SAFETY

SECTION 1. The Employer agrees to maintain safe working facilities, vehicles, tools, and equipment.

SECTION 2. The Employer shall maintain suitable first aid equipment at all posts.

SECTION 3. Complaints involving unsafe equipment and/or conditions should be reported by the Employee to his/her immediate supervisor. If the unsafe equipment or conditions are not corrected, the Employee may process a complaint through the Grievance Procedure of this Agreement.

Article 30. SHOOTING INCIDENTS

SECTION 1. An Employee involved in a shooting incident will be placed on Administrative Leave. This leave shall be without loss of pay or benefits, pending the outcome of the investigation and determination of the Employer. The assignment of administrative leave shall not be interpreted to imply or indicate the Employee has acted improperly.

While on Administrative Leave, the Employee shall remain available at all times for official Protective Services/Sheriff's Department interviews and statements regarding the shooting incident and shall be subject to recall to duty at any time.

SECTION 2. In all cases where any person has been injured or killed as a result of a firearms discharge, the Employee may be required to undergo debriefing with a psychologist or other Employer-approved employee assistance program or provider, selected and paid for by the Employer as soon as possible, preferably within twenty-four (24) hours of the incident. All information and communication between the Employee and the program and/or provider shall be confidential and not otherwise disseminated to the Employer without prior approval of the Employee.

Article 31. DUTY EXAMINATION

SECTION 1. The Employer and the Union agree that the Employer has a responsibility to provide its Employees, its clients, and the public 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, such Employee will be directed to report to an Employee designated physician or medical clinic for a fitness for duty examination.

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

SECTION 3. An Employee may be referred for such fitness for duty screening if at least one (1) supervisor has a reasonable suspicion that the Employee is then under the influence of alcohol or a controlled substance. Such a determination is to 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, the public, or otherwise adversely impact on the Employee's ability to perform his or her job duties.

SECTION 4. When a supervisor determines that he/she has reasonable suspicion that an Employee is impaired, the supervisor shall proceed in accordance with the applicable provisions of the Cuyahoga County Department of Human Resources' Policies and Procedures Manual (currently Section 7.05), established and amended by ordinance of Cuyahoga County Council.

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 previously violated the Employer's drug and alcohol rules;
- (b) For Employees returning from leaves of absence if they have given the Employer 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;
- (c) An Employee involved in a motor vehicle accident while in the course and scope of employment and while operating a county vehicle.

SECTION 6. An Employee shall be entitled to the presence of a Union representative before testing is administered, provided one is immediately available. The Employer shall notify the O.P.B.A. Business Agent at a pre-designated telephone number when an incident occurs. The Employer shall set the time limit for the Union representative to arrive at the scene of the incident or the testing site.

SECTION 7. For urine samples submitted 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 Employer 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. The Employer will use DOT standards for determining a positive drug or alcohol test.

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. The Employer will use the DOT standards for determining a positive drug or alcohol test. Copies of any such evaluation shall be provided to the Employer 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 have these samples retested at a reputable laboratory of his or her choosing.

SECTION 9. Employees who may be drug or alcohol dependent are encouraged to voluntarily seek professional assistance through a reputable treatment program. The Employer's Employee Assistance Program 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 dependency affects job performance so as to endanger fellow Employees, the public or otherwise adversely impact the Employee's ability to perform his or her job duties.

SECTION 10. The E.A.P. program does not supplant or alter the normal discipline and grievance procedure. An Employee subject to disciplinary charges which include substance abuse on the job will be given access to the drug and alcohol screening results and the ability to have the blood or urine sample privately tested 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 the Employee was using drugs or was under the influence of drugs or alcohol at work.

SECTION 11. An Employee found to have positive screens for drugs and/or alcohol will be referred to and disciplined in accordance with the Fitness for Duty program as outlined in the Policies and Procedures Manual (currently Section 7.05).

SECTION 12. The Employer may require that an Employee submit to medical or psychological examinations for purposes of determination of the Employee's fitness for duty in accordance with the procedures outlined in the Policies and Procedures Manual (currently Section 7.05). If a supervisor, in consultation with Human Resources, determines that an Employee's behavior and/or condition affects that person's ability to perform the essential functions of the Employee's position, a fitness-for-duty examination request form shall be completed by the supervisor and submitted to Human Resources and an examination scheduled with the appropriate qualified medical professional. The Employee shall be placed on paid administrative leave pending receipt of the medical

professional's findings. If that medical professional determines that the Employee is fit for duty, the Employee shall return to work on the day immediately following the date of notification of the physician's findings or as soon as practicable. Failure to return to work will subject the Employee to discipline.

SECTION 13. An Employee found by a qualified medical professional to have a medical or psychological disorder, condition, syndrome, or is otherwise unable to perform his/her duties shall be relieved of duty. Such time off duty may be charged to any applicable sick, vacation or compensatory time at the Employee's request. An Employee relieved of duty under this Section must be given medical clearance by a qualified physician acceptable to the Employer before being allowed to return to work.

Article 32. FACIAL HAIR

Restrictions and exemptions relative to facial hair shall be governed by the provisions in Article 19.19 of the Rules and Regulations Manual for Protective Services in effect on November 18, 2011.

Article 33. EMPLOYEE RIGHTS AND DISCIPLINE

SECTION 1. No discipline in an Employee's file will be considered for the purposes of progressive disciplinary action twenty-four (24) months after the date of the discipline. For verbal warnings and written reprimands, the twenty-four (24) month period shall begin on the date that the Employee receives the action. For suspensions, the twenty-four (24) month period shall begin on the date of the letter from the Employer imposing the suspension. Except in emergency situations, the Employer shall issue discipline within thirty (30) working days of the date of the pre-disciplinary conference.

SECTION 2. An Employee shall be given a copy of any warning, reprimand, or other written disciplinary action that is entered into his/her personnel record along with the reasons for the discipline within five (5) working days of the action taken. Further, the Union Representative shall be given a copy of any written discipline notice within ten (10) working days of the action.

SECTION 3. Any suspension shall be for a specific number of days on which the Employee shall be regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as workdays for purposes of the suspension only.

SECTION 4. Discipline must be applied in an objective, equitable, and reasonable manner and shall be progressive, corrective, and never punitive. However, depending on the severity of the situation, the Employer may skip one or more of the steps in the disciplinary process. No Employee shall be disciplined except for just cause.

SECTION 5. No Employee shall be suspended or terminated without first being given the opportunity to participate in a Pre-Disciplinary Conference (PDC). The Employee and the Union business representative/attorney shall receive notification in writing at least three (3) days prior to the conference. Such notification shall include the date of the conference, the time of the conference, the location of the conference, the nature of the offense and the rights of Union representation.

SECTION 6. All discipline shall be subject to the grievance procedure, except verbal warnings, which shall not be grievable.

SECTION 7. Before an Employee may be charged with any violation of the Standard Schedule of Disciplinary Offenses, any successor discipline policy or the Rules and Regulations for Protective Services for a refusal to answer questions or participate in an investigation, the Employee shall be advised that such refusal to answer questions or participate in such investigation will be the basis of such a charge.

SECTION 8. Questioning or interviewing of an Employee in the course of an internal investigation will be conducted at hours reasonably related to the Employee's shift, unless operational standards require otherwise. Investigation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities. No session may be taped unless both parties are informed of such an audio recording. If the Employer requires that the investigation session be recorded, the Employee being investigated may simultaneously record his/her own version of the session.

SECTION 9. An Employee who is the subject of an investigation has the right to the presence and advice of an OPBA representative and one (1) Director at all disciplinary investigations or hearings. If an Employee is a witness and not under investigation, the Employee shall be advised of this fact.

SECTION 10. An Employee may review his/her personnel file, and add a memoranda to the file clarifying any documents contained in the file relative to official Employer proceedings (i.e. employee evaluations, disciplinary proceedings, etc.) for which the Employee has not had a prior opportunity to respond. A request of one (1) copy of the items included in the personnel file shall be honored at no cost. Additional copies shall be provided at the same cost as the public pays for such copies of public records.

SECTION 11. All complaints which involve suspension or discharge of any Employee shall be in writing.

SECTION 12. Pre-disciplinary conferences shall be conducted by a neutral management representative. The Employer shall select the neutral management representative. At the pre-disciplinary conference, the Employee shall have the right to be represented by the Union. The Employee shall be afforded the opportunity to offer an explanation of any alleged misconduct, to call witnesses and to offer documentary evidence relevant to the charge. At the hearing, the Employee is entitled to a copy of any evidence relevant to the discipline

SECTION 13. All investigations and adjudication of discipline shall be performed by individuals of greater rank.

SECTION 14. No allegation of misconduct shall be placed in an Employee's official personnel file except through the discipline process as outlined in this Article.

Article 34. GRIEVANCE PROCEDURE

SECTION 1. The term "grievance" shall mean a written allegation by a Bargaining Unit member that there has been a breach of this Agreement.

SECTION 2. A grievance may be brought by the Union or an Employee covered by this Agreement. A grievance which affects a group of Employees arising from the same event and/or set of facts shall be known as a "Policy Grievance". A policy grievance may be filed at Step 2 of the Grievance Procedure by any Director. A grievance under this procedure may be brought by any Employee who is a member of the bargaining unit.

SECTION 3. An Employee wishing to submit a formal grievance shall reduce the grievance to writing. All grievances must contain the following information:

1. Aggrieved Employee's name and signature
2. Aggrieved Employee's classification and department
3. Date of the event leading to the grievance
4. A description of the incident giving rise to the grievance
5. Date the grievance was filed in writing in each step
6. Specific Articles of the contract violated
7. Desired remedy to resolve the grievance
8. Signature of the Director or OPBA representative filing the grievance.

SECTION 4. Any grievance not answered by management within the stipulated time limits shall be considered to have been answered in the negative and automatically advances to the next step of the grievance procedure. Any Employee may withdraw a grievance, with the approval of the Union, at any point by submitting in writing a statement to that effect.

SECTION 5. The time limits set forth in the Grievance Procedure may be extended by mutual Agreement of the Employer and the Union. Working days as used herein shall not include Saturdays, Sundays, or Holidays.

SECTION 6. Grievances involving issues of Employee termination, suspension, or demotion may be filed at Step 3 of the grievance procedure and thereafter processed in accordance with the grievance mechanism as provided for in this Article.

SECTION 7. Where the alleged grievance is of a nature that qualifies for appeal under EEOC or OCRC, the aggrieved Employee may appeal in accordance with the rules of that body. Prior to the appeal, the Employer, the Employee, and their representatives may meet in an effort to resolve the matter.

SECTION 8. Probationary Employees may not file grievances or participate in any manner until the completion of their probationary period.

SECTION 9. A grievance as defined by this contract shall be processed in the following manner:

Step 1. Protective Services Lieutenant or Designee

The aggrieved Employee, with a Union Director present, shall discuss the grievance orally with a Protective Services Lieutenant or designee and/or the Employee's immediate supervisor within seven (7) work days of the occurrence that gave rise to the grievance. The Lieutenant or immediate supervisor shall respond in writing to the grievance within (5) working days following the date the grievance was presented.

Step 2. Chief of Security

If the grievance is not resolved in Step 1, the Employee(s), with the Union Director, shall refer the grievance in writing to the Protective Services Chief of Security within ten (10) work days after receiving the Step 1 reply. The Chief of Security or his designee shall have ten (10) work days in which to schedule a meeting with the aggrieved Employee(s) and their Union Representative. The Chief of Security or his designee shall investigate and respond in writing to the grievant and their Union representative within ten (10) work days following the meeting.

Step 3. Sheriff

If the grievance is not thereby resolved, a written copy shall be submitted to the Sheriff or his designee within ten (10) work days after the Union received the Step 2 reply. A meeting shall be held between the Employer's designated representative, the Union Representative, the Director, and the grievant within ten (10) work days. Within ten (10) work days from the date of the meeting, a written response to the grievance shall be sent to the Union.

Step 4. Arbitration

If the grievance is unresolved at Step 3, the Union may advance it to arbitration by submitting a written Notice of Appeal to Arbitration to the County Law Department within thirty (30) calendar days following the date the Union received the Employer's Step 3 response. In the event the grievance is not referred to arbitration within such time limit, the grievance shall be considered resolved based upon the Employer's Step 3 response.

The questions of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is heard on its merits before the same arbitrator.

When a timely request for arbitration is submitted, the parties shall attempt to select an arbitrator by mutual agreement. Within this thirty (30) day period, the parties shall attempt to select an arbitrator from the permanent panel. This panel will be made up four (4) arbitrators selected by the Employer and four (4) selected by the Union. [Current panel: Union: Hyman Cohen; Harry Graham; Alan Miles Ruben; and Gregory Van Pelt; Employer: Nels Nelson; Robert Stein; Jared Simmer; and Charles Adamson.] The arbitrators selected will remain for the duration of this contract period. If such agreement is not reached, the panel members' names will be alternately stricken from the seven eligible arbitrators. An arbitrator is not eligible to hear two cases in a row. Arbitrators shall limit their decisions strictly to interpretation, application, or enforcement of the specific Articles and sections of this contract, and shall be without power or authority to make any decision:

1. Contrary to or inconsistent with or modifying or varying in any manner the terms of this contract or applicable laws.
2. Add to, detract from, or alter in any way the provisions of this contract.

The written decision of the Arbitrator resulting from any arbitration of grievances hereunder shall be final and binding upon the parties and implemented within six weeks from the date of issue or from the date that the moving party provides the necessary information to implement the decision.

The fees and expenses of the arbitrator shall be borne by the loser. Furthermore, the aggrieved Employee, the Director, and any necessary witness shall not lose any regular straight time pay for the time off the job while attending any arbitration proceedings.

Article 35. PROMOTIONAL EXAMINATIONS

SECTION 1. The Employer agrees that a request shall be made to the appropriate governmental agency, or some other private, independent testing entity, to conduct promotional examinations within the boundaries of Cuyahoga County. The Employer will maintain from such entity a current eligibility list for a period of two (2) years. No Employee with less than three (3) years of continuous, uninterrupted service in the bargaining unit shall be eligible to sit for a promotional examination.

SECTION 2. The Employer shall appoint from the "rule of three" on the eligibility list, as established as a result of the examination.

SECTION 3. The Employer shall provide the Union with notification of all requests and schedules for promotional examinations at the time that the request or schedule is made. The Employer shall provide a list of applicable references and make available study material used in connection with the examination, where applicable or as determined by the testing entity. Upon receipt by the Employer, the Union shall be provided with a copy of the certified eligibility list generated from the results of the promotional examination.

Article 36. NON-USE OF EMPLOYEE VEHICLE

SECTION 1. Employees shall be required to have reliable transportation and possess a valid Ohio Driver's License.

SECTION 2. Employees who are required to relocate after an initial duty assignment shall be compensated for use of their personal vehicle, at a rate to be determined by the Employer. Mileage reimbursement shall be at the same rate as non-bargaining employees. Such Employees shall maintain and submit proof of insurance in accordance with the procedures established by the County Risk Management division. Such compensation shall include parking reimbursement if the Employee has already paid for the initial parking. The provisions of this section are subject to reasonable proof and documentation.

Article 37. MILEAGE

Pursuant to past practice, bargaining unit Employees shall be eligible for mileage reimbursement at the same rate as non-bargaining Employees.

Article 38. TEMPORARY POST CLOSINGS

If a post to which an Employee is assigned closes for the day, the Employer may reassign the Employee to another post or allow the Employee, at his discretion, to use accumulated vacation or compensatory time for the balance of the day's time. The Employer guarantees the Employee a forty (40) hour workweek regardless of closings at any particular post, unless mutually agreed to by the Union and the Employer.

Article 39. OUTSIDE EMPLOYMENT

SECTION 1. Employees shall apply to the Employer and obtain the Employer's written permission prior to engaging in employment outside the Sheriff's Department. The granting or denial of such requests shall be governed by the following criteria :

1. The outside employment may not be such as would in any manner adversely affect or interfere with the Employee's performance of duties as a Protective Services Sergeant.
2. The outside employment may not create an actual conflict of interest or the appearance of a conflict of interest with the operations of the Sheriff's Department.
3. The outside employment may not be such as would create an appearance of impropriety.

4. The outside employment may not be at a place of business where any principal or officer of the business or the business itself has been convicted of or is under investigation for serious criminal conduct. No Employee will be disciplined for working at any such business, provided the employment is terminated upon receipt of notification from the Employer that permission is either revoked or denied.
5. The outside employment may not involve more than thirty (30) hours of work per week.
6. Employees seeking outside employment shall provide the Employer with evidence that liability insurance satisfactory to the Employer or a hold harmless agreement satisfactory to the Employer has been secured which shall hold the Employer, Cuyahoga County and their representatives, harmless from any actions or inactions arising out of the Employee's outside employment.
7. Employees may use County-obtained commissions, equipment, or uniforms in connection with outside employment.

Article 40. LAYOFF AND RECALL

SECTION 1. When the Employer determines that a layoff or job abolishment is necessary, the Employer shall notify the affected Employee(s) and the Union at least twenty-one (21) days in advance of the effective date of such layoff. If the Union requests, the parties shall meet to discuss the Employer's action.

SECTION 2. The Employer shall determine when a layoff will occur. Affected Employees will be laid off in accordance with their established seniority. Bargaining unit Employees(s) with the least seniority will be laid off first, in the following order:

1. Temporary Employees;
2. Part-time Employees;
3. New hires who have not completed their probationary period;
4. Employees who have completed their probationary period.

In the event that more than one Employee has the same date of hire, seniority will be determined by alphabetical listing of their last name with "A" being the highest and "Z" being the lowest in seniority on the initial date of hire. Employees' placement on the seniority list by last name shall be determined as of the date of transfer of Protective Services to the Sheriff's Department or their date of hire, whichever occurs later, and shall remain unchanged throughout the duration of employment.

SECTION 3. Full-time Employees who have completed their probationary periods shall be given the option of being demoted to the position of security officer prior to being laid off. Once demoted, the Employee's seniority shall be based on the collective bargaining agreement between the Employer and the Protective Services Officers' bargaining unit.

SECTION 4. Employees who are laid off or demoted pursuant to this Article shall be placed on a recall list for a period of eighteen (18) months. If there is a recall, Employees who are still on the recall list shall be recalled in the inverse order of their layoff. Seniority will terminate after eighteen (18) continuous months of layoff. Seniority will accrue during those eighteen (18) months, however.

SECTION 5. Notice of recall shall be sent to the Employee by certified mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail with a copy of such notice to be sent to the Union, return receipt requested, to the last mailing address provided by the Employee.

SECTION 6. The recall Employee shall have fourteen (14) calendar days following the date of the receipt of the recall notice as received by the Union or Employee to notify the Employer of their intention to return to work. The Employee shall have three (3) additional days to report for duty unless a later date for returning to work is otherwise specified in the notice.

SECTION V. LEAVES

Article 41. SICK LEAVE

SECTION 1. Each member of the bargaining unit shall earn sick leave credit at the rate of four and sixth tenths (4.6) hours for each eighty (80) hours of completed service. Sick leave credit shall be prorated to the hours of completed service in each pay period. Unused sick leave may be carried forward from one calendar year to the next without a maximum.

SECTION 2. An Employee who is unable to report for work and who is not on a previously approved day of vacation, sick leave, or leave of absence shall be responsible for notifying the Employer at least two (2) hours prior to the Employee's scheduled work assignment, unless emergency conditions prevent such notification. The Employee shall submit to the Employer a signed written statement for the request and justification of sick leave within eight (8) hours following the return to work. All required medical documentation must be submitted within three (3) calendar days. If such request is disapproved, the Employee may be subject to disciplinary action, including dismissal.

In the case of a condition exceeding three (3) consecutive work days, a physician's statement, subject to review by the Employer, specifying the Employee's inability to report for work and the probable date of return shall be required, and the following shall apply:

1. When hospitalization is required, the Employee shall be responsible for notifying the Employer upon admission to, and discharge from, such hospital unless emergency conditions prevent such notification.
2. When convalescence at home is required, the Employee shall be responsible for notifying the Employer at the start, the expected length and the termination period of such convalescence.

Upon return to work, the Employee shall furnish to the Employer a certificate from a physician, dentist, or other licensed practitioner stating that the Employee is able to return to work without restrictions. When an Employee requests the use of sick leave for a period of time for which a previous request for use of other accrued leave (e.g. vacation or compensatory time) has been denied, the Employee shall furnish a certificate from a physician, dentist, or other licensed practitioner immediately upon the Employee's return to work.

SECTION 3. With the approval of the Employer, sick leave may be used by the Employee for the following reasons.

1. Illness, injury, pregnancy related condition of the Employee or member of the Employee's immediate family where the Employee's presence is reasonably necessary for the health and welfare of the Employee or affected family member.

2. Examination or treatment of the Employee or member of his immediate family where the Employee's presence is reasonably necessary including medical, psychological, dental, or optical examination by an appropriate practitioner. For purpose of this Section, definition of immediate family shall be Employee's parents; spouse, children; Employee's siblings; spouse's siblings; natural grandparents; and spouse's parents, and any child for which the Employee stands "in loco parentis".

SECTION 4. Falsification of either the signed statement or a physician's certificate or application for use of sick leave with the intent to defraud shall be grounds for disciplinary action, up to and including dismissal. An Employee who engages in the patterned use of sick leave shall be warned by the Employer. A pattern use/abuse of sick leave shall include, but not be limited to: consistent periods of sick leave usage before and/or after holidays, vacation days, regular days off; after pay days; absence following overtime worked; partial days; or a continued pattern of maintaining zero or near zero leave balances. If the Employee continues to engage in such conduct, the Employee may be required to submit medical documentation for the future use of sick leave.

Article 42. FAMILY & MEDICAL LEAVE ACT

SECTION 1. The Employer shall have the right to administer F.M.L.A. leave to the full extent permitted by federal law, including, but not limited to, its coordination with any other leaves and other benefits.

Article 43. VACATION LEAVE

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

After 1 through 5 Years	3.1 Hours Bi-Weekly	80 Hours Annual
After 5 through 15 Years	4.6 Hours Bi-Weekly	120 Hours Annual
After 15 through 25 Years.	6.2 Hours Bi-Weekly	160 Hours Annual
After 25 or more years	7.7 Hours Bi-Weekly	200 Hours Annual

SECTION 2. Vacation leave shall be taken only at the time mutually agreed upon by the Employer and the Employee. The Employee may cancel a scheduled vacation with two (2) months advance notice to the Employer or in the case of an Employee who provides documentation of an emergency that is acceptable to the Employer.

SECTION 3. After one year's service, vacation leave shall accrue on a bi-weekly basis (i.e. only earned vacation may be taken). An Employee may accumulate and carry over his vacation leave to the following year, but no vacation leave may be carried over for more than three (3) years or it will be forfeited. Forty (40) hours of earned vacation leave will be added to the vacation accrual record of the Employee upon completion of five (5) fifteen (15), and twenty-five (25) full years of employment.

Article 44. INJURY/ILLNESS LEAVE/ WAGE CONTINUATION

SECTION 1. The Employer may grant up to one hundred twenty (120) calendar days per twelve (12) month period of injury/illness leave to an Employee who is unable to perform his/her job due to an injury or serious disabling illness that is the direct result of an "on-duty critical incident".

SECTION 2. "On-duty critical incident" is defined as injury resulting from active duty as a Protective Services Sergeant exercising the powers of a security enforcement officer, including, apprehension or attempted apprehension of suspects, active participation in the prevention of crimes including vehicular patrol duty, pursuit of suspects and transportation of inmates/detainees.

SECTION 3. In order to be considered for injury leave a request for injury/illness leave must be made within forty-eight (48) hours after the Employee knew or reasonably should have known of the work-related injury/illness. If the forty-eight hours expires on a weekend or holiday, the Employee must request leave on the next business day after the weekend or holiday.

SECTION 4. Once approved, injury leave will begin on eighth (8th) calendar day of absence, or the first (1st) day if the Employee is absent for fourteen (14) or more days. At the Employer's discretion, the Employee may be subject to examination by a physician of the Employer's choice in order to determine eligibility. The cost of the examination shall be borne by the Employer. In the event of a difference of opinion between the Employee's physician and the Employer's physician, the issue shall be submitted to a mutually selected and paid for "third physician" whose decision shall be final and binding on the parties.

SECTION 5. Pay made according to this Article shall not be charged to the Employees' accumulation of sick leave. If injury leave claim is approved and the Employee used sick or vacation time to cover the approved period, the time shall be restored to the Employee's leave balance.

SECTION 6. It is mutually agreed that an Employee is prohibited from engaging in or accepting secondary employment during the period of time in which the Employee is on injury leave if the duties of the secondary employment are substantially similar to the Employee's duties for the Employer, i.e. law enforcement and security. Violation of this provision will result in the imposition of disciplinary action

SECTION 7. Any Employee who is on injury leave subject to this Article must apply for Workers' Compensation. If, after exhaustion of all appeals, an Employee is determined to be ineligible for Worker's Compensation, the Employee's sick, and then vacation balance shall be reduced to compensate for time off under this Article. If the Employee does not have sufficient sick and vacation balances to cover the time that the Employee was off and received injury leave that was disallowed by Workers' Compensation, the Employee shall be subject to a repayment plan.

SECTION 8. The parties mutually agree that Employer decisions regarding eligibility for injury leave/wage continuation shall not be subject to the grievance procedure.

SECTION 9. Intermittent and recurring absence from work of less than five (5) consecutive scheduled work days as the result of an accident/illness at work are not covered under this Article. Recurring absence of more than five (5) consecutive scheduled work days shall be covered if appropriate medical documentation is provided. However, in no case will more than one hundred twenty (120) calendar days of injury leave per year be approved.

SECTION 10. Injury leave shall be paid at the Employee's straight rate for up to forty (40) hours per week and eighty (80) hours per pay period.

SECTION 11. Employees on approved injury leave shall be required to accept alternative work assignments for which they are qualified and that they are able to perform within physician restrictions.

Article 45. BEREAVEMENT LEAVE

SECTION 1. Bereavement leave shall be given to any Employee who provides notice to the Employer of a death in the immediate family of the Employee.

SECTION 2. "Immediate family" shall be defined as the Employee's parents (natural, step, or foster); spouse; children; Employee's siblings; spouse's siblings; natural grandparents; and spouse's parents, or any individual for which the Employee stands "in loco parentis".

SECTION 3. Employees shall be entitled to receive up to three (3) consecutive days of bereavement leave with pay, one of which must be used to attend the funeral, in the event of a death in the Employee's immediate family. These three (3) days of bereavement leave shall not be chargeable to the Employee's sick leave. Upon the Employee's request, two (2) additional days of bereavement leave shall be granted by the Employer, which shall be charged against the Employee's accumulated paid sick leave.

SECTION 4. Leave for deaths other than those specified above may be granted by the Employer and may either be deducted from accrued vacation time, accrued compensatory or exchange time, or without pay. Such leaves shall be for a period of not more than 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 shall be submitted to the Employee's supervisor and is subject to the approval of the Employer.

Article 46. JURY DUTY/ COURT LEAVE

SECTION 1. Employees called for jury duty shall be granted a leave of absence for the period of jury service and will be compensated for the difference between their regular pay and the jury duty for work absences actually caused by the jury service. The Employee shall submit the jury pay voucher to the Employer in exchange for their regular compensation.

SECTION 2. To be eligible for jury duty leave, the Employee must provide a copy of the jury notice or jury voucher to the Employer.

Article 47. PERSONAL COURT LEAVE

An Employee who is party to a lawsuit or legal action concerning a non-work issue shall be granted time off without pay to attend the court proceedings. The Employee shall furnish to the Employer the court notice as proof of the scheduled court proceedings. The Employee may utilize accrued vacation or compensatory time to attend such court proceedings in accordance with the normal procedures, at the Employee's option.

Article 48. LEAVE OF ABSENCE WITHOUT PAY

SECTION 1. A leave of absence without pay may be granted to an Employee by the Employer, provided the Employee has completed his/her probationary period. Such leave is not to exceed six (6) months unless extended pursuant to Section 3 of this Article. Applications for such leave shall be made in writing at least fourteen (14) calendar days prior to the beginning of said leave unless emergency conditions prevent such notice. The application shall state the reason (s) for requesting the leave of absence, any associated documentation, and the days for which the leave is being requested.

SECTION 2. If it is found that a leave is not actually being used for the purpose for which it was granted, the Employer shall terminate the Employee's employment.

SECTION 3. An Employee who fails to return to duty upon completion or cancellation of a leave of absence without pay, without written explanation which has been approved by the Employer, may be subject to disciplinary action. An Employee who fails to return service from a leave of absence without pay, and is subsequently removed from service, is deemed to have a termination date corresponding to the starting date of the leave of absence. An Employee who desires to request an extension of prior approved leave of absence shall submit a written application for extension to the Employer's Human Resources Department. Such application shall be submitted no less than fourteen (14) calendar days prior to the expiration of the leave and is subject to review and approval by the Employer. Reasonable requests for extensions shall not be unreasonably denied.

SECTION 4. An Employee may be returned to active pay status prior to the originally scheduled expiration of the leave of absence if such earlier return is agreed to by the Employer.

SECTION 5. Upon return from a leave of absence without pay, the Employee shall be assigned to whatever position is available in the bargaining unit for which the Employee is qualified.

SECTION VI. MISCELLANEOUS

Article 49. SEVERABILITY

It is the intent of the Employer and the Union that this contract complies in every respect with applicable legal statutes. If any Article or part thereof is declared invalid or in conflict by a court of competent jurisdiction or any appropriate State administrative body, the article or part thereof shall be null and void, and shall not affect the validity of the remaining part of articles of this contract. In the event any article or part thereof is declared invalid or in conflict, the Employer and the Union shall meet within thirty (30) calendar days for the purpose of negotiating a lawful alternative provision.

Article 50. MODIFICATION

Amendments and modifications of this Agreement may be made by mutual written Agreement of the parties. No provision contained in this Agreement shall be modified or altered unless approved by the Employer and the Union.

Article 51. REPRODUCTION OF AGREEMENT

SECTION 1. The Employer and the Union agree to equally share the costs of reproducing this Agreement. Actual reproduction shall be performed by the Union and the Employer shall reimburse the Union one-half (1/2) of the costs of such reproduction.

Article 52. DURATION

The Agreement represents the complete understanding between the parties on all issues and shall become effective 12:00 a.m. on January 1, 2012, and remain in full force and effect until 11:59 p.m. on December 31, 2014, and thereafter, from year to year, unless at least one hundred and twenty (120) calendar days prior to said expiration, or anniversary thereof, either party gives timely notice to the other of an interest to terminate or a desire to modify or change the Agreement. Within ten (10) days after receipt of said notice, a conference will be arranged to negotiate any proposals.

FOR THE UNION:



Jeff Perry, Business Manager

FOR CUYAHOGA COUNTY:



Edward FitzGerald,
County Executive


