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STATE EMPLOYMENT
RELATIONS BOARD

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CUYAHOGA COUNTY

09-MED-10-1112

and the

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**OHIO PATROLMEN'S BENEVOLENT
ASSOCIATION**

CORRECTION OFFICERS' CONTRACT

01/01/10 – 12/31/12

47

CORRECTION OFFICERS' CONTRACT

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SECTION I. INTRODUCTORY

Article 1: PREAMBLE

SECTION 1. This is an agreement between Cuyahoga County, herein further known as the "Employer" and the Ohio Patrolmen's Benevolent Association, hereafter known as the "Union" representing Employees, defined herein as Correction Officers and hereafter known as "Employees" in the Cuyahoga County Sheriff's Department, located at 1215 West 3rd Street, Cleveland, Ohio 44113, or any other location that is used in the normal use of everyday business conducted by the Cuyahoga County Sheriff's Department.

Article 2: PURPOSE OF AGREEMENT

SECTION 1. It is the intention of this Agreement to maintain harmonious relations between Cuyahoga County and its Employees represented by the Union; and it is the further 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, Employees, and the public interest.

Article 3: PLEDGE AGAINST DISCRIMINATION

SECTION 1. The provisions of this Agreement shall be applied equally to all Employees in the bargaining unit. No person or persons or agency responsible to the Employer, nor the Union and its officers and members shall discriminate against any Employee on the basis of age, sex, race, disability, religion, color, creed, national origin, political opinions or affiliation. Both parties equally share the responsibility for applying this provision of the Agreement.

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.

Article 4: 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 working 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 governmental unit.

SECTION II. UNION-RELATED

Article 5: 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 all Correction Officers as described by the State Employment Relations Board (SERB), Case No. 2011-REP-10-0111, certified March 20, 2012, but excluding: Corporals and above, Deputy Sheriffs, and Supervisory and Management level personnel as defined by SERB.

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

SECTION 3. Any terms of this Agreement reached between the Employer and the Union are binding upon all Correction Officers not excluded in Section 1 above and cannot be changed by either individual Employees or the management of the Cuyahoga County Sheriff's Department.

Article 6: UNION RIGHTS

SECTION 1. The parties agree and acknowledge that the Employer has provided the Union with copies of all policy and procedure manuals, rules and regulations manuals, and employee handbooks relative to this Unit. The Employer agrees to provide the Union, through the Business Agent, 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 to newly-hired Correction Officers regarding Union business.

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 7: PROBATIONARY PERIOD

SECTION 1. Employees entering this Unit are probationary Employees for a period of 180 days. The Union may represent any non-probationary Employee. There shall be no extension of the 180-day probationary period other than for leave of absence of that Employee during that 180-day period.

SECTION 2. A newly hired probationary Employee shall be afforded Union representation after his/her 60th day of employment. Any Employee discharged between the 60th and 180th day shall not be subject to arbitration and the Employer's decision is final.

Article 8: UNION REPRESENTATION

SECTION 1. For the purpose of processing grievances and collective bargaining, the Union shall be represented by eleven (11) directors, who shall all be elected by members of the Union from the Cuyahoga County Correction Officers. The Union shall make every effort to have at least one director available on the primary shifts. No Employee shall be permitted to serve as Union director who has less than one (1) year employment with the Cuyahoga County Sheriff's Department. The terms "director" and "steward" will be combined to the term "director" as far as powers and duties of the representative in relationship to the Employer. The bargaining unit shall still maintain four (4) bargaining committee members who may or may not also hold the position of director.

SECTION 2. The Union shall supply the Sheriff's designee with an updated list of the names of the stewards and alternate stewards that represent this unit on the effective date of this Agreement and at any time thereafter that change occurs.

SECTION 3. A representative of the Union shall be permitted on the premises of the Sheriff's Department to meet with the Union directors. The Union agrees that such visits will be kept to a minimum, and shall be held in non-working areas of the jail whenever possible.

SECTION 4. A director shall be permitted to investigate and process a grievance within his/her shift and attend meetings as provided in the grievance procedure during his working hours without loss of wages, provided that such activity shall take into consideration the operational needs and work requirements of the Employer. A director who is working overtime and attends a meeting during his/her overtime period will report back to this assignment post to complete his/her unfinished overtime assignment. All directors investigating or processing a grievance shall first notify and receive approval from their immediate supervisor prior to beginning any such activity; permission shall not be unreasonably withheld.

Each Union director shall be allowed to attend grievance and other Union-related events while that director is on-duty, with no loss of pay. In the event a director has to attend an arbitration hearing while off-duty, the director will be paid for the period of time spent at any hearing, but in any event the rate of compensation will not be less than a minimum of one (1) hour.

Article 9: UNION SECURITY/CHECKOFF OF MEMBERSHIP DUES

SECTION 1. On the effective date of this Agreement, all Employees shall either become a member of the Union or shall be required to pay a Fair Share Fee to the Union. Employees may resign from the Union during a thirty day (30) period on each yearly anniversary date of that Employee's Union membership. Notice of resignation must be in writing and presented by the Employee to the Union and the Sheriff, or designee, during this thirty (30) day period. The payment of dues and assessments uniformly required by the entire membership shall be the only required condition of employment.

SECTION 2. An Employee who becomes a member of this Unit after the effective date of this Agreement shall either become a member of the Union or shall be required to pay a Fair Share Fee to the Union on or after a mutually agreed probationary period or sixty (60) days following the beginning of employment, whichever is less. The Employees who become members of the Union or pay their Fair Share Fee shall not pay more than the dues paid by members of the Union, in accordance with the terms of the Ohio Revised Code Section 4117.09(C).

SECTION 3. The Union agrees to accept into membership all present Employees in the bargaining unit, provided they make proper and timely application and tender to the Union the uniform initiation fee, periodic dues and reasonable assessments.

SECTION 4. In the case of Employees being rehired, or returning to work after a layoff or leave of absence, or transferred back into the bargaining unit, who previously have properly executed authorization for check-off of dues forms, deductions will be made for initiation fee, membership dues and reasonable assessments.

SECTION 5. Where the Employee or the Union has delivered to the Employer proper legal, voluntary authorization for such deductions, the Employer will deduct from the pay of each Employee, during the life of this Agreement, all Union initiation fees, reasonable assessments and monthly dues. The authorized deduction form is attached to this Agreement and made a part hereof. All deductions shall be made from the first pay earned each month. A check for such monies shall be forwarded to the designated Union representative by the twentieth (20) day of each month. The parties shall cooperate with each other to provide financial information concerning check-off monies and Employees involved.

SECTION 6. The Union shall assume full and complete responsibility for the disposition of all check-off monies received and shall save the Employer harmless therefrom. The parties agree that the Sheriff assumes no obligation, financial or otherwise, arising out of the provisions of this article.

SECTION 7. The deduction of a Fair Share Fee by the Employer from the payroll check of the Employee and its payment to the Union is automatic and does not require written authorization of the Employee.

Article 10: UNION BUSINESS LEAVE OF ABSENCE

SECTION 1. Stewards, directors, and bargaining committee members involved in grievance matters, arbitration matters and negotiations matters will be permitted thirty (30) days leave, in the aggregate, without pay per contract year. Any additional time needed may, with the approval of the Employer, be taken from vacation, compensatory time, or by time trading.

The Union shall give the Employer seven (7) calendar days written notice of all union business leave requests.

Article 11: BULLETIN BOARD

SECTION 1. The Employer shall provide space for a glass-enclosed bulletin board in the lunchroom. Any glass-enclosed bulletin board is to be provided by the Union, at the Union's expense, including any and all maintenance. The bulletin board shall be approximately four (4) feet by three (3) feet in size and shall be placed in an open, non-enclosed area. Stewards shall have the sole key for access to this bulletin board.

SECTION 2. It is agreed that the following notices shall not require prior approval:

- a) Posting of rules and regulations of the Union;
- b) Notices of Union meetings and election results;
- c) Notices of recreational and entertainment activities;
- d) Educational material;
- e) Departmental rules, policies, procedures, directives, or amendments.

The Union shall provide the Employer's designee with copies of all notices or documents within seven days of the posting.

SECTION 3. All other notices of any kind not covered hereinabove must receive prior approval of the Employer's designee, who has the right to order the stewards to remove any notice not receiving prior approval required herein, and the stewards shall immediately remove such notice.

Article 12: DISTRIBUTION OF RULES, DIRECTIVES, AND PROCEDURES

SECTION 1. When the Employer promulgates or amends any rules, directives, or procedures, they shall be posted on the bulletin board and made available to the Employees. Copies of such documents shall be furnished to and discussed with representative(s) of the Union.

SECTION 2. The parties recognize that it is the responsibility of the Employer to inform the Employees seven (7) days in advance of any change in departmental policies, procedures, and directives, unless emergency circumstances prevent such notice. This notice shall be by posting on the bulletin board, or through general distribution to all bargaining unit members. An Employee may request a copy of such policy, procedure, or directive through his/her steward or through the Human Resources Department.

SECTION 3. It is understood that this provision does not relieve any Employee from following instructions or orders in the normal course of duty.

Article 13: USE OF COUNTY FACILITIES

SECTION 1. The Employer shall consider, on a case-by-case basis, requests by the Union for space for Union meetings during normal business hours within the premises under the control of the Sheriff's Department.

SECTION III. WAGES & BENEFITS

Article 14: WAGES

SECTION 1. There shall be no increase in the hourly rate for calendar years 2010 and 2011. Current hourly wage rates are:

New Hire	\$12.35/hour
After 1 Year	\$13.62/hour
After 2 Years	\$14.88/hour
After 3 Years	\$16.15/hour
After 4 Years	\$17.41/hour
After 5 years	\$18.68/hour
After 6 Years	\$19.05/hour

SECTION 2. Wage rates for calendar year 2012 shall be determined through a single wage re-opener negotiation, which shall be governed by the same statutory negotiation and impasse resolution procedures as provided in Ohio Revised Code Chapter 4117.

Article 15: PAY CHECKS

SECTION 1. The County payroll procedure is a formal process which complies with Ohio Revised Code statutes and the County Fiscal Office directives and regulations.

SECTION 2. All pay warrants are made available to Employees bi-weekly on Friday between the hours of 6:30 a.m. and 4:30 p.m. If an Employee is unable to pick up his pay warrant on such date, the warrant may be picked up from the Human Resources Department on the following Monday between 8:00 a.m. and 3:30 p.m. After Monday, the pay warrant will be mailed to the Employee.

Article 16: PAYROLL ERRORS

SECTION 1. The County payroll procedure is a formal process which complies with the Ohio Revised Code and the County Fiscal Office directives and regulations.

SECTION 2. In the event that an error regarding wages appears on an Employee's pay warrant, the Employee shall contact his roster sergeant immediately upon discovery of the error for assistance.

In the event of an underpayment of wages in excess of ten (10) hours, the Employee shall notify the Payroll Department, and a new payroll warrant will be issued no later than the close of the next business day of the County Fiscal Office.

Article 17: LONGEVITY

SECTION 1. Employees in the bargaining unit shall receive longevity payment for their years of service in accordance with the following:

- 1) After five (5) years of continuous service, a longevity payment of three hundred dollars (\$300.00) per year;
- 2) For each additional year of service beyond five (5) years, an additional fifty dollars (\$50.00) shall be paid per year, subject to a maximum longevity allowance of one thousand one hundred dollars (\$1,100.00).

Article 18: HOLIDAYS AND HOLIDAY PAY

SECTION 1. All Employees covered by this Agreement shall receive holiday pay for the following holidays:

- | | |
|---------------------------|----------------------------|
| 1) New Year's 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 |

If a holiday should fall on a Saturday, it shall be observed on the previous Friday. If a holiday should fall on a Sunday, it shall be observed on the following Monday; except that Christmas Day, New Year's Day, Veterans' Day and Independence Day will be observed on the actual day.

SECTION 2. Subject to the staffing needs of the Employer, a senior consenting Employee may elect not to work on a recognized holiday. An Employee not required to work on a recognized holiday shall be paid straight time at his/her regular hourly rate for the number of hours of the Employee's regularly scheduled shift [eight (8), ten (10), or twelve (12) hours]. An Employee required to work on one of the recognized holidays shall be entitled to receive compensation at the rate of one and one-half (1-1/2) times his regular rate of pay, in addition to receiving regular holiday pay.

SECTION 3. To be eligible for holiday pay, an Employee must work his/her last scheduled day before the holiday and first scheduled day after the holiday, unless absent because of legitimate illness supported by medical documentation, documented emergency or otherwise excused from work by the Employer. For purposes of this article, a vacation or compensatory time day is not a scheduled workday.

Article 19: UNIFORM ALLOWANCE AND APPEARANCE

SECTION 1. This article defines the process utilized by the Employer regarding uniform issuance, maintenance and appearance for bargaining unit members.

SECTION 2. The Employer will continue issuing two (2) sets of uniforms during the Employee's probationary period and each subsequent year thereafter. The Employer shall provide replacement uniforms, or parts thereof, whenever an Employee's uniform exhibits excessive wear and tear or is damaged during the course of the Employee's performance of his duties. In cases where adequate replacement uniforms are unavailable, the Employer shall provide the Employee with a new uniform or part thereof.

SECTION 3. All Employees shall be in complete uniform whenever on duty, pursuant to the Uniformed Correction Officer Uniform/Appearance Policy, attached hereto and incorporated by reference as Exhibit "A".

The Employer shall reimburse an Employee for loss or damage to eyeglasses or watches sustained as a direct result of an interaction with an inmate while in the performance of assigned duties. The loss or damage shall not be the result of negligence, carelessness or recklessness by the Employee.

Reimbursement for the repair or replacement of eyeglasses shall be limited to one hundred fifty dollars (\$150.00) per year. Reimbursement for watches shall be limited to twenty-five dollars (\$25.00) per year. Reimbursement shall be made upon the presentation of proof of loss, which shall include the receipt of the original purchase of the item, the repair or replacement receipt, and the report of the Employee. The Employer shall pay the difference, if any, between the amount of reimbursement from any source of insurance and the actual cost, in the amounts set forth above.

SECTION 4. Effective January 1, 2012, the Employer will provide compensation in the amount of two hundred fifty dollars (\$250.00) per year for each bargaining unit Employee as a uniform maintenance allowance.

SECTION 5. Current Correction Officers may replace identification badges by purchasing a new badge at their own expense. The Employer shall furnish new badges after three (3) years without cost to Employees. Employees may use an initial in place of a first name on badges.

Article 20: GROUP INSURANCE

SECTION 1. Any full-time bargaining unit Employee who is on active pay status and satisfies all eligibility criteria established by Cuyahoga County shall be covered by a health insurance plan provided by the County. Such plan presently includes hospitalization, accidental death coverage, dismemberment coverage, dental and vision care. All eligibility requirements as defined in the group insurance plan shall apply equally to all bargaining unit Employees.

SECTION 2. Effective the first month following ratification, and for each of the successive contract years, for all medical benefit plan options offered by the County, the County will contribute ninety-five percent (95%) of the premium costs for each plan and Employees electing to participate in a plan will contribute five percent (5%) of the premium costs for that plan; except that the Employee cost for any HMO shall not exceed twenty dollars (\$20.00) for the family plan and ten dollars (\$10.00) for the single plan per bi-weekly pay period.

SECTION 3. For the remainder of 2011, and for the duration of this Agreement, the Employer will contribute ninety-five percent (95%) of the premium costs for the Supplemental Plans (currently dental and vision) and the Employee will contribute five percent (5%).

SECTION 4. An eligible employee may elect or change coverage only during the annual enrollment period, as determined by the County, except in case of eligible changes in status, as determined by Section 125 of the federal Internal Revenue Code.

SECTION 5. Cuyahoga County shall be entitled to increase the cost containment features of the "Flexcount Plan", consistent with the March 17, 2003 arbitration decision and award involving Cuyahoga County, provided that cost containment shall not result in a reduction of benefit levels.

SECTION 6. The County shall provide life insurance to all bargaining unit Employees. If there is a change in the life insurance program of Cuyahoga County employees, then such change shall be equal or better for the Employees herein during the term of this Agreement.

Article 21: EMPLOYEE'S NO SICK TIME

SECTION 1. Any Employee who has exhausted his/her accrued sick time will continue to have fully paid hospitalization and surgical medical benefits provided by the County in accordance with eligibility requirements established by the Benefits Office of Cuyahoga County. Family members who are eligible will also be covered under this plan.

SECTION 2. The County-paid coverage for both the Employee and family is not to exceed two (2) months after accrued sick time has been exhausted.

Article 22: PERSONAL LIABILITY INSURANCE

SECTION 1. The County will indemnify all Employees in this bargaining unit in accordance with applicable State law.

SECTION IV. TERMS & CONDITIONS OF EMPLOYMENT

Article 23: HOURS OF WORK

SECTION 1. For those Employees on a five (5) day workweek, the normal workday shall consist of eight (8) hours and fifteen (15) minutes, with five (5) consecutive workdays and two (2) consecutive days off.

SECTION 2. For those Employees on a four (4) day workweek, the normal workday shall consist of ten (10) hours and fifteen (15) minutes, with four (4) consecutive workdays and three (3) consecutive days off.

SECTION 3. Subject to the provisions of this Section 3, the Employer may schedule Employees to work seven (7) shifts within a fourteen (14) day period, with the normal workday consisting of twelve (12) hours and fifteen (15) minutes, with three (3) consecutive workdays and four (4) consecutive days off in one week, and four (4) consecutive workdays and three (3) consecutive days off the next week.

- a) Bargaining unit Employees hired on or before February 20, 2001, may be scheduled for twelve-hour shifts only on a voluntary basis, provided that once such an Employee has volunteered to work twelve-hour shifts, the Employer may require him to remain on twelve-hour shifts until the next semi-annual shift selection is implemented.
- b) Bargaining unit Employees hired after February 20, 2001 may be required to work twelve-hour shifts at the Employer's discretion.
- c) The Employer will conduct a semi-annual bidding process for selection of shift, days off, and jail security posts by seniority. Posts that the Employer has determined will be staffed with twelve-hour shifts will be identified as such during the posting process. Posts will be converted to twelve-hour shifts only in conjunction with the semi-annual bidding process.

SECTION 4. Employees shall receive a forty-five (45) minute lunch period, fifteen minutes of which will be non-compensable, and for the purpose of overtime calculation, not counted as hours worked. The Employer will make a reasonable effort to schedule the break during the middle one-third of each Employee's shift.

Employees will be required to punch in and out for lunch and permitted to leave the premises. The Employer will provide a designated lunch area.

SECTION 5. An Employee must have the approval of his/her immediate supervisor prior to taking a break. Reasonable requests for relief during an Employee's shift shall not be unreasonably denied.

SECTION 6. The Employer agrees that the current composition of twelve (12) hour shifts (shift hours, days off, etc.) in place as a result of the last bidding process will remain in effect for the duration of this contract. In the event that unforeseen circumstances arise necessitating, in the Employer's opinion, changes to the current structure, the parties will engage in collective bargaining pursuant to Chapter 4117 of the Revised Code on the issue.

Article 24: OVERTIME

SECTION 1. An Employee required to work more than forty (40) hours in any workweek shall be compensated at one and one-half (1-1/2) times his/her regular rate of pay or, at the Employee's option, receive compensatory time credited at one and one-half (1-1/2) hours for each overtime hour worked. Employees will be provided with a weekly opportunity to state their choice of compensation. Compensated holidays, vacation or compensatory time shall be considered time worked. Employees called into work or court on a scheduled day off shall be compensated at the rate of one and one-half (1-1/2) times their regular rate of pay.

SECTION 2. Compensatory time may be accumulated up to the maximum permitted under the Fair Labor Standards Act as amended. Each Employee may use up to twenty-four (24) hours of compensatory time each year for personal needs upon three (3) days notice, unless family or personal emergency precludes such notice. Requests for scheduling of other compensatory time shall be made in writing to the Employer at least seven (7) days in advance and approval shall not be unreasonably withheld.

At the end of the 13th and 26th pay periods, 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 by the Employer.

Pre-approved compensatory time off can only be cancelled for a state of emergency or city emergency, not solely because it will create overtime.

SECTION 3. Except in the case of an emergency, an Employee will not be required to work a consecutive period exceeding sixteen hours and fifteen minutes. It shall be the responsibility of the Employee to notify the roster sergeant on a daily basis of his/her intention to work overtime, if overtime is available.

SECTION 4. The Employer shall equitably offer daily overtime to Employees based on seniority using a rotating list method.

SECTION 5. In the event the number of overtime assignments exceeds the number of Employees who have volunteered for daily overtime, the Employees who are on a scheduled off day and present at Roll Call shall be assigned by seniority.

SECTION 6. If additional Employees are still necessary, on-duty Employees shall be required to work overtime in inverse order of seniority using a rotating list method. No Employee will be forced to work more than eight (8) hours in a calendar week, nor forced on two (2) consecutive days.

SECTION 7. The Employer agrees to post and maintain the quarterly overtime list. The Union shall be provided a copy within a reasonable time if so requested.

SECTION 8. It shall be the responsibility of any Employee who suspects that he/she has been overlooked for overtime or that this Article has been misapplied to report to the roster sergeant at the conclusion of his/her shift to attempt to correct any errors or misapplications.

SECTION 9. The overtime assignment procedure set forth in Sections 3 through 6 shall not apply to overtime opportunities in specialized work assignments or when the Employee is required to finish a work assignment. In the event an emergency occurs, the Employer reserves the right to assign officers to temporarily meet the emergency requirements, regardless of the overtime distribution.

Article 25: TRAINING

SECTION 1. The Employer shall develop written policies and procedures for the training of Employees which is in full compliance with the prevailing minimum jail standards for Ohio. The Employer may develop training curriculum which is not required as specified above, but which is considered important to maximize the safety and security of the Correction Center, and the mental/physical condition of the bargaining unit member. In the exercise of its obligation to train members of the bargaining unit, the Employer reserves the right to schedule training sessions so as to not interfere with proper jail staffing or jail operations.

SECTION 2. All training curricula will include lesson plans for instructors and evaluation materials for Employee students. Evaluation materials may include both a written assessment which is to be completed by the Employee, and a formal testing tool which shall be graded by the training officer.

SECTION 3. All staff training shall be conducted during the Employee's normal working hours. In the event that such training cannot be held during the Employee's normal working hours, and it becomes necessary to reschedule that Employee's work hours, said rescheduling shall not result in double shifts for unit members nor shall the Employee suffer a loss in pay from such action or be required to use accrued time (holiday, vacation, or compensatory) to avoid a loss of pay due to the rescheduling. If an Employee's hours are to be changed for training purposes, the Employee shall be notified at the earliest possible time and in no case shall the notice be less than one (1) week prior to the start of said training.

Article 26: SENIORITY

SECTION 1. Seniority shall be defined as an Employee's uninterrupted length of continuous service with the Employer and shall be calculated from the Employee's initial date of hire. "Date of hire" is defined as to mean the first calendar day the Employee punched-in, signed-in, and/or started to work on active pay status.

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 hire 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 proper 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 seniority when the Employee:

- a) resigns or retires;
- b) is discharged for just cause;
- c) is absent from scheduled work for at least three (3) consecutive workdays without valid excuse;
- d) fails to return to work within ten (10) calendar days after the initial date of receipt of certified mailing of a recall notice after layoff.

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 27: POST ASSIGNMENT

SECTION 1. All jail security post assignments shall be assigned by seniority.

SECTION 2. When filling specialty area posts, the Employer shall accept and review requests from all interested Employees.

The Employer shall have the right to determine and select the individual it believes to be best qualified for the position, giving due weight to:

- | | |
|--------------------------------|---------------------|
| work experience; | attendance records; |
| education; | discipline records; |
| job performance; | Seniority |
| ability to perform the duties; | |

Article 28: POST ORDERS

SECTION 1. The Employer shall provide written guidelines and instructions for each position where a bargaining unit member may be assigned. Said post orders shall be evaluated at least once a year.

The written guidelines and instructions are contained in the Officer's Manual of Instruction and Direction, which is distributed to each Employee upon beginning employment with the Sheriff's Department.

SECTION 2. It shall be the responsibility of the Employee to read and be guided by any post order pertaining to the assigned position. If the Employee has any questions, he/she shall convey them immediately to the appropriate Correction Officer Corporal.

Article 29: SHIFT AND DAYS OFF SELECTION

SECTION 1. The selection of shift and off days will occur semi-annually. The Employer will develop a listing of all shift openings (8, 10 or 12-hour shifts) from which Correction Officers may select. This listing will also include days off. Seniority will be the sole criterion in determining shift and days off.

SECTION 2. The Employer will schedule all Employees, starting with the most senior officers, to select their shift and days off. Each officer will have one selection for shift and one selection for days off. Any Employee who fails to appear for a selection appointment will be assigned at the discretion of the Employer.

SECTION 3. When the Employer determines shift openings exist, Employees may be given an opportunity, based on seniority, to change shifts during the year. However, a shift change may cause an Employee to lose previously scheduled vacation days. These days may be rescheduled or paid depending on vacation day openings on the new shift.

SECTION 4. The Employer retains the right to assign or adjust Employees' shifts and/or schedules in case of layoffs or other unanticipated emergency situations.

Article 30: TIME TRADING

SECTION 1. This article defines time trading between bargaining unit members.

SECTION 2. Upon written request from the Employees involved, and approval by the Employer, an Employee may exchange an off day or shift assignment with another Employee. No more than one (1) daily tour of duty or off day may be exchanged at any one time. The written request shall be submitted at least seven (7) days prior to the effective date of time trading.

SECTION 3. Accordingly, the practice of trading time will have no effect on hours of work if the following criteria are met:

- 1) The trading of time is done voluntarily by the Employees participating in the program and not at the behest of the Employer;
- 2) The reason for trading time is due not to the Employer's business operations, but to the Employee's desire or need to attend to personal matters;
- 3) A record is maintained by the Employer of all time traded by his Employees;
- 4) The period during which time is traded and paid back does not exceed twelve (12) months.

SECTION 4. Any abuse of the time trading policy by any member of the bargaining unit will result in disciplinary action.

Article 31: PLACEMENT OF THE DISABLED

SECTION 1. Any Employee who has sustained an on-the-job injury while performing routine job duties and is requesting placement in an alternate work assignment must submit a request with appropriate medical documentation prior to returning to work.

SECTION 2. The Employer may require a medical examination of the Employee if there are professional questions and/or concerns as to the extent and/or degree of the injury and/or the requested duration of the alternate work assignment. An alternate work assignment will not commence until appropriate medical documentation has been submitted by the Employee and the Employee has received express approval from the Employer. Approval for such placement shall be made within forty-eight (48) hours.

SECTION 3. The following medical documentation must accompany the request for alternate work assignment:

- 1) A physician's statement outlining all restrictions. A physician's statement requesting "light or restricted duty" will not suffice;
- 2) The nature, duration, and prognosis of the disability;
- 3) A release for the Employer to contact the treating physician.

SECTION 4. A temporary shift change may be necessary in order to accommodate an Employee's alternate work request. The following guidelines shall be applied when this becomes necessary:

- 1) The Employee shall meet the criteria requirements set forth in Sections (1) through (3) of this provision;
- 2) There are no light duty assignments currently available that are assigned to lesser seniority Employees on their assigned shift;
- 3) Temporary shift changes shall not change the Employee's day off.

SECTION 5. An Employee may be transferred to another shift for a period not to exceed thirty (30) calendar days. At the conclusion of the thirty (30) day period, if no alternate work assignment is available on the shift to which the Employee was originally assigned, the Employee shall be placed on sick leave or leave of absence.

SECTION 6.

- 1) An Employee who has sustained an on-the-job injury while performing routine job duties and who is required to use or wear a medical appliance may be permitted to work if the Employee is otherwise capable of performing the essential functions of his/her regular job or an alternative work assignment in which he/she is placed pursuant to this Article.
- 2) An Employee who has sustained an off-the-job injury and who is required to use or wear a medical appliance may be permitted to work if the Employee is otherwise capable of performing the essential functions of his/her regular job.
- 3) The Employer may require the Employee to submit to a medical examination by a medical provider selected by the Employer to assess whether the Employee can perform the essential functions of his/her regular job despite the medical appliance or, where applicable, an alternative work assignment. If there is a conflict between the opinions of the respective parties' physicians, the parties shall select a third medical provider to conduct an examination; that provider's opinion shall be binding on the parties.

Article 32: HEALTH AND SAFETY

SECTION 1. This article is intended to define a health and safety policy in an effort to maximize a secure working environment for all Employees. The Employer, the Union, and bargaining unit members recognize their shared responsibility concerning the development and maintenance of safe conditions of employment. The parties further recognize that all Employees covered by this Agreement share this responsibility for maintaining a safe workplace.

SECTION 2. The Employer shall maintain a record of written policies and procedure in regard to health and safety conditions, and such document(s) will be made available to the Union upon written request. It shall be the responsibility of the Safety and Sanitation Department to ensure departmental compliance with such written documents.

SECTION 3. The Employer agrees to maintain sanitary, safe and healthful conditions in accordance with federal, state and local laws, standards and regulations. The Union agrees that the Employees shall cooperate in maintaining all such conditions.

SECTION 4. Any unsafe or unhealthy conditions discovered by an Employee should be reported to the Employee's supervisor. The Employer shall take all appropriate steps, as soon as reasonably possible, to correct any unhealthy or unsafe conditions.

SECTION 5. The Employer will continue the current practice of identifying, evaluating and disseminating information regarding any communicable disease(s) or other health related problems which might affect bargaining unit members.

SECTION 6. In the event that a supervisor has reasonable articulable suspicion that an Employee is either mentally or physically disabled due to chemical/ alcohol intoxication or other cause, the Employee shall not be allowed to work pending further medical, security investigation, or toxicological testing, pursuant to the Employer's "Drug Testing Policy", currently contained in the Policies and Procedures Manual. In accordance with that policy, any Employee who attempts to work while under the influence of intoxicating drugs or alcohol shall be subject to disciplinary action, including dismissal.

SECTION 7. Employees are encouraged to maximize physical and mental health through appropriate life-style routines. Physical or mental disabilities which, in the Employer's opinion, may threaten the safety and security of the work place, or which prevent an Employee from performing his job responsibilities in accordance with this Agreement, shall be sufficient cause to prevent and preclude a work assignment by the Employer.

SECTION 8. The Employer will continue to furnish basic emergency first aid for any work-related injuries occurring during working hours. Any such medical first aid provided by the Employer is intended to stabilize the medical condition of the affected Employee until further treatment is obtained via the Employee's health care provider; or for treatment of a life-threatening emergency condition until outside emergency medical personnel are available.

Article 33: JAIL SECURITY INCIDENTS

SECTION 1. The purpose of this article is to enable the Employee to prepare a report of the incident.

SECTION 2. Incidents of a minor daily nature will continue to be documented on the post, as current practice dictates.

SECTION 3. A unit member involved in a critical incident shall be removed from the area immediately thereafter, or as soon as security considerations permit, for the purpose of writing a report.

SECTION 4. If the incident is of a physical nature (fights, escape attempts or restraint of any type), the Employee will be relieved for no less than the time required to prepare a properly detailed report.

Article 34: EMERGENCY EQUIPMENT

SECTION 1. This article defines the use of emergency equipment as utilized by bargaining unit members in the event of an emergency within the confines of the Correction Center. Nothing contained herein shall be construed as affecting either permissive management rights as defined in Section 4117.08(C)(1),(3),(4); or preventing the Employer from the development and scheduling of emergency training programs and the distribution of emergency equipment.

SECTION 2. The Employer shall provide appropriate policies, procedures, and training concerning emergency equipment which is located within the facility. Such equipment inventory shall be in compliance with the State Minimum Standards for Full Service Facilities in Ohio.

Article 35: ACCESS TO REFRESHMENT

SECTION 1. The Employer will provide areas for a minimum of four water/coffee stations (two in each jail) at reasonable accessible locations. Employees shall be responsible for stocking each station.

SECTION 2. Such refreshments may be consumed from a non-breakable (i.e. Styrofoam, plastic or paper) cup with lid at the Employee's post.

SECTION 3. Employees shall be permitted to bring into the Jail, through the access point, two (2) 20-ounce maximum sealed bottles of non-alcoholic beverage per entry through the access point.

SECTION 4. The Employer shall provide adequate size refrigeration/cooler units for Employee lunches and beverages outside the secure area.

Article 36: EMPLOYEE EVALUATIONS

SECTION 1. Written performance evaluations shall be completed on all Employees at least once each calendar year. Evaluations are intended to assess an Employee's job performance pursuant to the position description of the classification. Such position description shall be made available to the Employee upon request.

SECTION 2. An Employee may submit a written response to the evaluation which shall be maintained together with the written job evaluation in the Employee's personnel file. A copy of any evaluation shall be made available to the Employee upon request.

SECTION 3. Performance evaluations shall be completed by a supervisor who has knowledge of the Employee's position description and job performance. Upon completion of the Employee evaluation, it will be reviewed between the Employee and the supervisor and signed by the Employee.

Article 37: EMPLOYEE DISCIPLINE

SECTION 1. Employees covered by this Agreement shall be disciplined or discharged for just and proper cause. Disciplinary action shall be initiated as soon as reasonably possible. An arbitrator deciding a discipline grievance must consider the timeliness of the Employer's decision to begin the disciplinary process.

SECTION 2. Pre-Discipline: An Employee has the right to Union representation at investigatory interviews upon request if the Employee has reasonable grounds to believe the interview may be used to support disciplinary action against that Employee. Unless otherwise mutually agreed, the Employee may elect to have a particular Union representative in attendance, provided that such representative is on-duty and the operations of the Employer are not unduly disrupted.

Prior to imposition of discipline involving a suspension without pay or removal, the Employer will provide the Employee and the Union with a written notice of the basis for the discipline (including the specifics of the alleged violation, copies of the documents and list of witnesses known at that time who may be used to support the charges) and afford the Employee the opportunity to respond. For any discipline greater than a suspension without pay for more than three (3) days, the Employer shall provide a pre-disciplinary hearing which will be conducted within five (5) working days following notification to the Employee and the Union.

The hearing shall be conducted by a neutral administrator selected from those administrators not directly in the chain of command of the Employee. The Employer shall elect the neutral administrator. At the pre-disciplinary hearing, the Employee shall have the right to be represented by the Union. Unless otherwise mutually agreed, the Employee may elect to have a particular Union representative in attendance, provided that such representative is on-duty and the operations of the Employer are not unduly disrupted, by giving notice to the Employer on the response form currently utilized. 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. No tape recording of the hearing shall be made. Upon request, the Employer representative recommending discipline shall be present at the hearing unless inappropriate or extenuating circumstances prevent a timely hearing. A report of

said hearing shall be prepared by the neutral administrator. The Employee shall thereafter have the option of submitting a written narrative directly to the Disciplinary Review Board for its consideration.

SECTION 3. Imposition of Discipline: The Employer shall determine what discipline, if any, is appropriate, and will provide the Union and the affected Employee with its decision as soon as possible, but in no case later than thirty (30) days after the pre-disciplinary hearing.

In imposing discipline, the Employer shall not take into account any previous disciplinary action rendered against the Employee which occurred more than thirty-six (36) months preceding the current charge, or more than twenty-four (24) months preceding the current charge if there has been no other discipline imposed during the past twenty-four (24) months.

SECTION 4. Time Limits: In the event discipline involves a criminal matter, the time lines may be extended at the option of the Employer. Other time limits may be waived by mutual agreement.

Article 38: GRIEVANCE PROCEDURE

SECTION 1. The grievance procedure is a formal mechanism intended to assure that Employee grievances which may develop in the day-to-day activities of public service are promptly heard, answered and action taken where appropriate.

SECTION 2. The term "grievance" shall mean an allegation by a bargaining unit member that there has been a breach, misinterpretation, or improper application of this Agreement.

SECTION 3. A grievance may be brought by any Employee covered by this Agreement. If a group of bargaining unit Employees desires to file a grievance involving an incident affecting several Employees in the same manner, one Employee shall be selected by the group to process the grievance. A director shall have the right to file a grievance on behalf of all bargaining unit members. In the event multiple grievances are filed on an identical issue, the Sheriff or other Employer representative, upon notification to the Union, shall consolidate the multiple grievances under one name and grievance number.

SECTION 4. The written grievance shall be submitted on the grievance form attached as Appendix B, and shall contain the following information:

- a) aggrieved Employee's name;
- b) aggrieved Employee's assignment;
- c) name of the Employee's immediate supervisor;
- d) date and time of the incident giving rise to the grievance;
- e) date and time the grievance was first discussed and with whom;
- f) date the grievance was filed in writing;
- g) a statement as to the specific section(s) of the Agreement violated;
- h) a brief statement of the facts involved in the grievance;
- i) the remedy requested to resolve the grievance.

SECTION 5. The time limitations established in 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, or holidays. Failure by the Employer to communicate a decision at any step of the formal grievance process within the specified time limit shall permit the grievance to be advanced to the next step of the process.

SECTION 6. The grievant is entitled to have a Union director at every step of the Grievance procedure. The Employee may elect to have a particular director, provided that the director is on-duty, the operations of the Employer are not unduly disrupted, and the Employee gives reasonable notice.

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

STEP 1.

An Employee having a grievance, and/or the Union, will first bring that complaint orally to the attention of the Employee's immediate supervisor within three (3) working days of the incident giving rise to the grievance. The immediate supervisor will be informed that this is the first step of the grievance procedure and shall discuss the grievance with the Employee and/or the Union within three (3) working days of such oral complaint. Within two (2) working days of such discussion, the supervisor shall orally respond to the Employee with an answer to the complaint and make a record that the discussion took place, providing a copy to the Union. If the grievance is not resolved at Step 1, the Employee and the Employee's director shall, within two (2) working days, reduce the grievance to writing on the form provided by the Employer, and submit such form to the Sheriff's administrative designee for further processing. Grievances concerning disciplinary suspensions or discharges must be commenced by reducing them to writing on the appropriate form and submitting them to the Sheriff's administrative designee within three (3) working days of the imposition of the disciplinary action. Processing of such grievances shall thereafter proceed at Step 3.

STEP 2.

The Sheriff's administrative designee shall forward the Employee grievance to an appropriate intermediate manager. The intermediate manager shall conduct a meeting, to be held within five (5) working days of the receipt of the grievance, with the aggrieved Employee and the Union. Prior to this meeting taking place, the intermediate manager shall make an investigation of all allegations contained in this grievance. Within three (3) working days of the above meeting, the intermediate manager shall provide the aggrieved Employee and the Union with a written response to the grievance. If the grievance is not resolved at Step 2, it may be appealed to Step 3 within five (5) working days.

STEP 3.

Upon receipt of a written grievance which has been processed through both Step 1 and Step 2 of this procedure, the Sheriff or other Employer representative (other than the administrative designee) shall conduct a formal meeting within seven (7) working days with the aggrieved Employee, the Union Representative, a union director and the Sheriff or other Employer representative. Prior to this meeting taking place, the Sheriff or the representative shall investigate the allegation(s) contained in the grievance. The Sheriff or the representative shall provide the

aggrieved Employee and the Union Representative with a written response to the grievance within ten (10) working days after the above meeting.

STEP 4.

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.

SECTION 8. Within thirty (30) days after a timely request for arbitration is submitted, the Union shall request a list of arbitrators from the Federal Mediation and Conciliation Service, the Ohio State Employment Relations Board (S.E.R.B.), or any other mutually-agreed labor arbitration service which shall contain the names of at least seven (7) arbitrators. Failure to make a timely request for the list of arbitrators shall constitute a resolution of the grievance based upon the Employer's Step 3 response.

Within thirty (30) calendar days after receiving such list, the representatives of the parties (Union and County Law Department) shall proceed to select an arbitrator using the strike-off method, if necessary, unless either party finds all of the arbitrators unacceptable. If either party finds all the arbitrators unacceptable, a second list shall be requested and both parties shall be required to strike-off from this list until an arbitrator is selected. The Union shall strike the first name; in subsequent instances the Employer and the Union shall alternate striking the first name from such panels. The arbitrator so selected shall be advised of his/her selection within five (5) working days after the selection is made and requested to provide available dates for hearing.

In no event shall the date of the hearing be sooner than thirty (30) days from the date of selection, unless waived by the parties. The decision of the arbitrator shall be final and binding upon both parties and Employee(s) involved. The arbitrator shall not have the power to add to or subtract from or modify any of the terms of this Agreement, or any Agreement made supplementary thereto. The arbitrator's function shall be to determine whether any provision of the Agreement has been violated by an interpretation or application of the Agreement. Back pay awards may not be retroactive to any period preceding the date on which the grievance was submitted to the first applicable step of the grievance procedure. The arbitrator shall render a decision within thirty (30) days from the last date evidence was submitted, unless additional time is requested by him/her and mutually agreed to by the parties.

Arbitration fees and expenses shall be borne equally by the Employer and the Union.

SECTION 9. The Union may request specific documents, books, papers or witnesses reasonably available from the Employer and relevant to the grievance under consideration. Such request shall not be unreasonably denied.

Article 39: PROMOTION BY TESTING

SECTION 1. The Employer shall request that the Cuyahoga County Office of Human Resources conduct promotional examinations within the boundaries of Cuyahoga County in accordance with the pertinent provisions of the Ohio Revised Code and Ohio Administrative Code.

SECTION 2. The Union shall receive a notice of the request.

Article 40: PROMOTION OUT OF UNIT

SECTION 1. Any Employee promoted to a position outside of the bargaining unit who is later deprived of that position shall be returned to regular work within the bargaining unit and immediately restored to the department seniority list with all seniority held at that time of promotion, but not accumulated. Employees restored back into the bargaining unit will be assigned to duties to which their seniority entitles them. If seniority will not carry, Employees shall be placed in accordance with the layoff procedure of this Agreement.

SECTION 2. The Employer shall notify the Union of those Employees who are promoted out of the bargaining unit. This notice shall include date of leaving, seniority date, and position to which the Employee has been promoted. If an Employee is returned to the bargaining unit, the Employer shall notify the Union of the date of such return.

SECTION 3. This Article shall not apply to Employees who have been removed for just and proper cause. An Employee who does not satisfactorily complete his probationary period is not considered discharged for just cause.

Article 41: PERSONNEL RECORDS

SECTION 1. The Employer shall maintain personnel records for all members of the bargaining unit. Members of the bargaining unit shall inform the Employer, in writing, of any change in their part-time employment status, driver's license status (if on Department vehicle driving list) and medical status within three (3) calendar days.

SECTION 2. Members of this bargaining unit will be permitted to view the contents of their personnel file with a member of the Human Resources office after first making an appointment to do such with that office. Such appointment shall be on the Employee's own time.

SECTION 3. Any material that the Employee finds questionable or objectionable in his/her personnel file may be addressed through the established grievance procedure in this Agreement.

SECTION 4. Members of this unit may receive a copy of all reports that they generate. Upon the written request of the Employee, a copy of the report shall be provided free of charge.

SECTION 5. Employees will be notified at the time any inquiry to view their personnel file is made, unless there is a prior authorized release from the Employee.

Article 42: PARKING

SECTION 1. Parking will be available to Employees on the same basis as other County employees except where those other employees' job duties and/or job status justify a different arrangement.

Article 43: NON-USE OF EMPLOYEE VEHICLE

SECTION 1. The Employer shall not anticipate nor direct the Employee to use the Employee's vehicle for any working purpose whatsoever.

Article 44: USE OF SHERIFF'S VEHICLES

SECTION 1. The Employer shall develop a written policy and procedure concerning the use of departmental vehicles by bargaining unit Employees. Such document shall be in compliance with prevailing federal, State, County and local laws and ordinances.

SECTION 2. No Employee may operate any departmental vehicle unless specifically assigned by supervisory personnel and in possession of a valid Ohio driver's license. It shall be the responsibility of the bargaining unit members to notify the Employer of any driver license suspensions or revocations within seven (7) days of such action.

SECTION 3. Employees will be trained in the operation of the communication equipment prior to being assigned to operate a County vehicle.

SECTION 4. Normally, an armed Deputy will be assigned to accompany any transportation involving an inmate. However, should a life-threatening emergency situation arise, and no Deputy is readily available, two (2) Correction Officers will be assigned as vehicle operator and escort.

Article 45: PART-TIME EMPLOYMENT

SECTION 1. This article defines the policy of part-time employment as it pertains to the bargaining unit members. The policy shall be in compliance with prevailing federal, State and local laws and ordinances.

SECTION 2. Bargaining unit members must apply on an annual basis to the Employer and obtain the Employer's written permission prior to engaging in part-time employment outside the Sheriff's Department. The granting or denial of such request shall be governed by the following criteria:

- a) The part-time employment may not be such as would in any manner adversely affect or interfere with the Employee's performance of duties for the Sheriff's Department;
- b) The part-time 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;
- c) The part-time employment may not be such as would create an appearance of impropriety;
- d) The part-time employment may not be at a place of business where any principal or officer of the business itself has been convicted of, or is under investigation for, serious criminal conduct;
- e) The part-time employment may not involve more than twenty (20) hours of work per week; and,
- f) When deemed necessary by the Employer, the Employee seeking part-time employment must 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 would hold the Employer, Cuyahoga County and their representatives harmless from any actions or inactions arising out of the Employee's part-time employment.

SECTION 3. Requests must be approved by the Employer prior to the commencement of part-time employment and such applications must be renewed annually thereafter. Requests for approval will be acted upon by the Employer as soon as practicable. The Employer shall have the right to rescind previously granted permission for part-time employment upon a change of circumstances and in accordance with the criteria set forth above. In view of the nature of the duties of Correction Officers and the liability which may flow from their actions or inactions, the parties agree that neither the Employer's denial of a request for part-time employment, nor the Employer's rescission of previously granted permission for such employment, shall be subject to the grievance procedure or any other appeal beyond the Employer.

SECTION 4. Under no circumstances will bargaining unit members be allowed to wear a Correction Officer uniform during the hours of part-time employment.

Article 46: 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 fourteen (14) days in advance of the effective date of such layoff. If the Union requests, the parties shall meet to discuss the Employer's action. Employees whose jobs are abolished shall have the same rights as an Employee involved in a layoff action who is on layoff due to reasons other than job abolishment.

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 Employee(s) with the least seniority will be laid off first, in the following order:

- a) Temporary Employees;
- b) Part-time Employees;
- c) New hires who have not completed their probationary period;
- d) 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.

SECTION 3. Employees who are laid off shall be placed on a recall list for a period of twelve (12) 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 twelve (12) continuous months of layoff. Seniority will accrue during those twelve (12) months, however.

SECTION 4. 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, return receipt requested, to the last mailing address provided by the Employee. A copy of such notice shall be sent to the Union.

SECTION 5. The recalled Employee shall have seven (7) calendar days following the date of the receipt of the recall notice, as received by the Union or Employee, to notify the Employer of the intention to return to work and shall have three (3) additional calendar days to report for duty unless a later date for returning to work is otherwise specified in the notice.

SECTION V. LEAVES

Article 47. SICK LEAVE

SECTION 1. Each member of the bargaining unit shall earn sick leave credit at the rate of .0575 hours for each hour worked, not to exceed one hundred twenty-six (126) hours in one year. 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 absence, shall notify the Employer at least one (1) hour prior to the start of 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.

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

- 1) Illness, injury, or pregnancy-related condition of the Employee, or member of the Employee's immediate family living in the Employee's household or where the Employee's presence is reasonably necessary for the health and welfare of the affected family member;
- 2) Exposure to a contagious disease which could jeopardize the health of other Employees;
- 3) Examination or treatment of an 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. The Employee shall notify the Department forty-eight (48) hours in advance of a medical appointment, unless emergency circumstances prevent such notice.

For purposes of this section, definition of immediate family shall include: grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, step-parents, spouse, children, step-children, grandchild, a legal guardian, or other person who stands in place of a parent.

SECTION 4. When an Employee requests the use of sick leave for three (3) consecutive days or more, 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 5. 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.

SECTION 6. The Employer may require that an Employee submit to a medical and/or psychological examination in order to determine the Employee's capability to perform the Employee's position. Such examination shall be conducted by a physician or licensed practitioner designated by the Employer, and the cost of the examination shall be paid by the Employer. If the Employee is found to be unqualified for the position, he may be placed on sick leave or Family Medical Leave.

SECTION 7. Unless otherwise approved by the Employer, only accumulated sick leave may be utilized for compensation of an approved absence(s) as defined in Section 3 of this submission.

SECTION 8. If an Employee uses sick leave under circumstances that qualify for leave under the Family and Medical Leave Act ("FMLA"), the use of sick leave and the use of any leave authorized or permitted under Section 7 and FMLA leave shall run concurrently.

Article 48: SICK LEAVE DONATION PROGRAM

SECTION 1. The intent of the Sick Leave Donation Program is to allow bargaining unit Employees to voluntarily provide assistance to co-workers in the bargaining unit who are in critical need of medical leave due to an extended injury or illness.

SECTION 2. A bargaining unit Employee may receive donated sick leave, provided that the donee Employee has:

- a) a serious medical condition as defined under the Family Medical Leave Act (FMLA) that would require the Employee to be away from work for more than ten (10) consecutive working days. Employees with intermittent absences (less than 10 consecutive days) do not qualify for leave donation;
- b) exhausted all accrued leave, including sick time, vacation time, compensatory time, and workers compensation benefits;
- c) submitted documentation from a physician verifying the medical condition and duration;
- d) submitted a fully-executed FMLA Dept. of Labor Form WH-380;
- e) given written permission to inform the Employee's fellow bargaining unit members of the need for donated leave.

The maximum amount of donated leave that a donee Employee may receive is three hundred (300) hours.

SECTION 3. A bargaining unit member may donate sick leave, provided that the donor Employee:

- a) Voluntarily elects to donate the leave and does so with the understanding that the donated leave time will not be returned;
- b) Donates a minimum of one (1) hour and does not exceed thirty-six (36) hours per calendar year. Donations must be in full hour increments;
- c) Retains a minimum of thirty-six (36) hours of accrued sick leave at the time of donation;
- d) Completes a leave donation form identifying the recipient Employee, the number of hours being donated and certifying that the leave donated is voluntary.

SECTION 4. Written notification of the need for donated leave shall be made by the Employee or a union director to the Sheriff's designee. A notice will then be posted for ten (10) calendar days informing Employees of this unit about the request for sick leave donations. No donations will be accepted after that ten (10) day posting period. The Sheriff's Department will not solicit leave donations from Employees; the Union and/or bargaining unit members will be responsible for solicitation of donations and completion of the necessary documentation. The donation of sick leave time will occur strictly on a voluntary basis. No Employee can be forced or coerced to donate. Any Employee who feels they are being pressured to donate should contact the Sheriff's designee.

Article 49: VACATION LEAVE

SECTION 1. Each full-time member of the bargaining unit, after service of one (1) year with the Employer, shall have earned, and will be due upon the attainment of the first year of employment and annually thereafter, eighty (80) hours of vacation leave with full pay. One year of service shall be computed on the basis of twenty-six (26) bi-weekly pay periods. Such vacation leave shall accrue to the Employee at the rate of three and one-tenth (3.1) hours each bi-weekly period.

SECTION 2. Each full-time member of the bargaining unit with six (6) or more years of service with the Employer shall have earned, and is entitled to, one hundred twenty (120) hours of vacation leave with full pay. Such vacation leave shall accrue to the Employee at the rate of four and six-tenths (4.6) hours each bi-weekly period.

SECTION 3. Each full-time member of the bargaining unit with fifteen (15) or more years of service with the Employer shall have earned, and is entitled to, one hundred sixty (160) hours of vacation leave with full pay. Such vacation leave shall accrue to the Employee at the rate of six and two-tenths (6.2) hours each bi-weekly period.

SECTION 4. Each full-time member of the bargaining unit with twenty-five (25) years of service with the Employer shall have earned, and is entitled to, two hundred (200) hours of vacation leave with full pay. Such vacation leave shall accrue to the Employee at the rate of seven and seven-tenths (7.7) hours each bi-weekly period.

SECTION 5. Vacation leave shall be taken by the Employee during the year in which it accrues and prior to the next recurrence of the anniversary date of employment. The Employer may permit an Employee to accumulate and carry over vacation leave to the following year. No vacation leave shall be carried over for more than three years. Any vacation leave not carried over will be paid on the Employee's anniversary at the applicable rate of pay.

SECTION 6. An Employee is entitled to compensation at his/her rate of pay for the prorated portion of any earned but unused vacation leave for the current year to his/her credit at termination of employment.

Article 50: USE OF VACATION LEAVE

SECTION 1. Vacation day selection (by seniority) will occur at the same time as shift and off days selection. An Employee can combine any unused vacation balances with available compensatory time; or use the balance of less than a regular scheduled day on a "no pay/no AWOL" basis.

SECTION 2. No Employee will be permitted to reserve a vacation day unless they have earned vacation time prior to the requested date.

SECTION 3. Open vacation days that exist after the least senior officer has made his/her selection will be posted as being open for officers on a first-come basis. Officers must apply for these open days at least seven (7) days in advance.

SECTION 4. An Employee who does not elect to use some or all of his/her vacation leave will be paid at his/her regular rate of pay.

SECTION 5. An Employee may use vacation leave in one (1) hour increments or greater, if staffing permits.

Article 51: ACCRUED TIME RECORDS

SECTION 1. The Employer will provide each Employee with a bi-weekly complete accounting of accrued time in all accrued time categories.

SECTION 2. On the first day of each calendar month, the Employer shall post a list showing the accumulated AWOL hours of each Employee, computed as of the most recent payroll period.

Article 52: INJURY/ ILLNESS LEAVE

SECTION 1. The Employer may grant up to one hundred twenty (120) consecutive calendar days of injury/illness leave if such injury/illness is the direct result of: (1) an interaction with an inmate while engaged in the performance of assigned duties; (2) responding to a call for assistance; or (3) participating in Employer-mandated training. The injury/illness shall not be the result of negligence, carelessness or recklessness by the Employee.

SECTION 2. The granting of injury/illness leave shall not be unreasonably denied and shall be granted within seven (7) calendar days after the request has been made.

SECTION 3. The Employer may grant the Employee injury/illness leave beginning on the eighth (8th) calendar day of absence, or the first (1st) day the Employee is admitted to a hospital as an inpatient, whichever is earlier. At the Employer's discretion, the Employee may be subject to examination by a physician selected by the Employer. Such examination will be at the expense of the Employer.

SECTION 4. In order to be considered, a request for injury/ illness leave must be made within seventy-two (72) hours of the timelines outlined in Section 3 above. However, the timelines established in this article do not relieve the Employee of any other workplace injury reporting obligations established by the Employer.

Article 53: STRESS LEAVE

SECTION 1. When an Employee is involved in an on-duty critical incident (i.e. inmate death, suicide, hostage situation, and attempted suicide) resulting in serious physical injury or death to the inmate, the Employee may request stress leave. The Employer will immediately review the circumstances and decide whether the Employee is relieved of duty, with no loss of pay, for the remainder of the shift. The Employee must agree to immediate review or counseling by a mental health professional if offered by the Employer.

Once relieved, Employee must contact the roster sergeant not more than four nor less than two hours prior to the start of his next scheduled shift to be advised whether additional stress leave has been granted.

Stress leave may be approved up to a maximum of five days, which will not be charged against any accrued time category.

Article 54: BEREAVEMENT LEAVE

SECTION 1. All Employees covered by this Agreement 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 2. For purposes of this Article, definition of immediate family shall include: the Employee's mother, father, step-parents, spouse, children, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, step-children, legal guardian, or other person who stands in place of a parent (*loco parentis*).

Article 55: COURT LEAVE/JURY DUTY LEAVE

SECTION 1. The Employer shall grant court leave with pay and without any loss of benefits to any Employee who is:

- a) Summoned for jury duty by a court of competent jurisdiction, or
- b) Subpoenaed to appear before any court, commission, board, or other legally constituted body authorized by law to compel the attendance of witnesses where the Employee is not a party to the action.

SECTION 2. The Employee shall submit any and all fees issued by the court, board, or other legally constituted body to the Employer to be eligible to receive full pay.

Article 56: MATERNITY LEAVE OF ABSENCE

SECTION 1. Upon request and thirty (30) day notification, or as soon as practicable if circumstances dictate otherwise, any Employee who becomes pregnant shall be granted leave of absence from work for maternity purposes. Each Employee who requests such leave must submit a physician's certificate stating the probable period for which the Employee will be unable to perform her duties. The Employee, at her option, may utilize any or all of her accrued sick leave for maternity purposes. The Employee may also request approval for the Employer to utilize other forms of accrued employment time. After exhaustion of accrued sick leave or other employment time which has been approved by the Employer, the Employee shall be placed on maternity leave of absence without pay for a period of time not to exceed six (6) months, provided the Employee has sufficient service time with the Employer. An additional period of time up to six (6) months may be granted, subject to Employer approval.

SECTION 2. If the Employer has reason to believe that any pregnant Employee cannot perform the duties of the assigned position, the Employer may require that such Employee undergo a medical examination. The Employer shall pay for the examination. The Employee shall have the option of her private physician or the physician elected by the Employer. In the event of a dispute regarding the results of the examination, the Union and the Employer shall select an impartial physician to examine the Employee. The result shall be determined from the impartial physician's findings.

Article 57: PATERNITY LEAVE

SECTION 1. Upon request and thirty (30) day notification, or as soon as practicable if circumstances dictate otherwise, an Employee who is the father of a newborn child shall be granted ten (10) working days off with pay. The above-mentioned pay shall be drawn from the Employee's accrued time categories.

Article 58: MILITARY LEAVE WITH PAY

SECTION 1. Employees who are members of the Ohio National Guard, the Ohio Military Reserve, the Ohio Naval Militia, or the Reserve Forces of the United States Armed Forces are entitled to military leave of absence from their duties, without loss of pay or benefits, for such time as they are in the military service, on field training or active duty for a period not to exceed thirty-one (31) days in any one calendar year. The maximum number of hours for which payment can be made in any one calendar year is one hundred seventy-six (176) hours.

SECTION 2. A copy of the military orders or notice to report shall be submitted to the Employer prior to the effective date of orders.

Article 59: EDUCATIONAL LEAVE

SECTION 1. An Employee may be allowed time off from his position, without loss of pay and benefits, for the purpose of taking job-related educational courses or training at an approved institution. Maximum time off may not exceed ten (10) hours per week unless approved by the Human Resources Department and the Sheriff. If written approval was obtained from the Human Resources Department before the beginning of the course, tuition expenses may be reimbursed after satisfactory completion.

Article 60: 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. The granting of such leave is at the sole discretion of the Sheriff, based upon the unique circumstance of each request, and, therefore, shall not be subject to the grievance procedure or any other avenue of appeal. Such leave is not to exceed one hundred eighty (180) days. Application 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 dates 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 is granted, the Employee shall be subject to disciplinary action.

SECTION 3. An Employee who fails to return to duty upon the 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 to 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.

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

SECTION VI. TERMINATION OF EMPLOYMENT

Article 61: RETIREMENT

SECTION 1. When an Employee retires with ten or more years of service time with the Cuyahoga County Sheriff's Department, the Employee may elect to be paid for unused accumulated sick leave in accordance with the following schedule:

<u>Years of Service</u>	
10 to 15	25% up to 240 hours
16 to 20	25% up to 480 hours
21 +	25% up to 720 hours

SECTION 2. Members of the bargaining unit are Employees of the Cuyahoga County Sheriff's Department and as such are classified civil servants in accordance with Chapter 123 of the Ohio Administrative Code. The retirement plan for all bargaining unit Employees shall be in strict compliance with prevailing federal, state, and local statutes and regulations, and with Chapter 145 of the Ohio Revised Code (Ohio Public Employees Retirement System (OPERS)).

SECTION 3. The Employee's retirement plan shall be governed by the Ohio Public Employees Retirement System.

Upon ratification of the Agreement by all parties (or conciliation award, whichever is earlier), the Employer shall forthwith initiate implementation of a salary pickup plan pursuant to OPERS rules and Sections 401(A) and 501(A) of the Internal Revenue Code which provides for public employee pension plans to obtain tax deferred status. Said implementation shall be completed within thirty (30) days of ratification.

The full amount of the Employee's statutorily required contribution to OPERS shall be deducted from the gross pay of each bargaining unit Employee and shall be picked up by the Employer. The Employee's pension contribution will not be included in gross taxable income when calculating Federal and State income tax withholding. The pickup plan has no impact on gross salary.

Article 62: TERMINATION AND RESIGNATION

SECTION 1. When employment is terminated with a bargaining unit Employee through resignation or removal, the Employee shall receive full compensation at his/her current rate for accrued vacation, holiday or compensatory time.

SECTION VII. MISCELLANEOUS

Article 63: SEPARABILITY CLAUSE

SECTION 1. If any clause, sentence, paragraph, or part of this Agreement, or the application thereof to any person or circumstances shall, for any reason, be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement or if the provisions of this Agreement shall become invalid by any present or future law, then the remainder of this Agreement and supplemental Agreements shall remain in full force and effect for the term of the Agreement.

SECTION 2. The Union and Employer shall meet to renegotiate or correct the article, clause, paragraph, sentence, word or part thereof, to come into compliance with the law.

Article 64: REPRODUCTION OF AGREEMENT

SECTION 1. Upon the ratification and signing of the Agreement by both parties, the Employer shall arrange for the reproduction of this Agreement in booklet form.

SECTION 2. The Employer shall arrange for a sufficient number of such booklets to be printed for current Employees, and shall be responsible for distribution to the members of the bargaining unit. The Employer shall also maintain a sufficient inventory of this Agreement and be responsible for its distribution to new members of the bargaining unit.

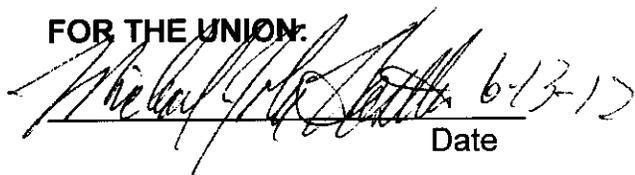
SECTION 3. For purposes of this Article, the cost of reproduction shall be divided equally between the Employer and the Union.

SECTION 4. All changes of the Agreement and those items mentioned under "Union Rights" shall be provided to the Union on a forthwith basis.

Article 65: EXPIRATION AND RENEWAL

This Agreement is effective upon its execution by the parties and approval by the Cuyahoga County Council, and notwithstanding any other dates referenced on the cover of the Agreement, as footers on each page or elsewhere therein, unless specifically indicated. The Agreement shall remain in full force and effect until 11:59 p.m. on December 31, 2012, and shall thereafter continue in full force and effect from year to year and shall be renewed for successive years unless written notice of termination or a desire to modify or change this Agreement is given, in writing, by either party at least sixty (60) days prior to the expiration date. Upon receipt of such notice, a conference shall be arranged within thirty (30) days.

FOR THE UNION:

 6-13-12

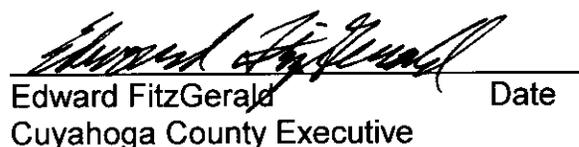
Date

Date

Date

Date

FOR THE COUNTY:



Edward FitzGerald Date
Cuyahoga County Executive

2012 JUL -9 P 2: 24

COLLECTIVE BARGAINING AGREEMENT AMENDMENT
CORRECTION OFFICERS
SERB Case No. 11-MED-10-1602

Article 14 ("Wages") of the current collective bargaining agreement (January 1, 2010 – December 31, 2012) between Cuyahoga County and the Ohio Patrolmen's Benevolent Association, representing Correction Officers, currently provides:

Article 14: WAGES

SECTION 1. There shall be no increase in the hourly rate for calendar years 2010 and 2011. Current hourly wage rates are:

New Hire	\$12.35/hour
After 1 Year	\$13.62/hour
After 2 Years	\$14.88/hour
After 3 Years	\$16.15/hour
After 4 Years	\$17.41/hour
After 5 years	\$18.68/hour
After 6 Years	\$19.05/hour

SECTION 2. Wage rates for calendar year 2012 shall be determined through a single wage re-opener negotiation, which shall be governed by the same statutory negotiation and impasse resolution procedures as provided in Ohio Revised Code Chapter 4117.

Pursuant to the mediated conciliation award of Harry Graham, dated March 21, 2012, in the above 2012 wage re-opener, an increase of two percent (2.0%) for all steps on the wage scale was awarded. Further, as part of the mediated award, the parties agreed to extend all terms and conditions of the current (2010-2012) collective bargaining agreement for one (1) year, until December 31, 2013, with the following exceptions:

WAGES: Effective January 1, 2013, there shall be a three percent (3.0%) increase for all steps on the wage scale.

GROUP INSURANCE: Effective January 1, 2013, the Employer's proposed standard language shall be implemented.

DURATION: All other terms and conditions of the current agreement are extended until December 31, 2013.

In accordance with the foregoing, Article 14 ("Wages") shall be amended and revised Article 20 ("Group Insurance"), with an effective date of January 1, 2013, shall be inserted, as indicated below.

Article 14. WAGES

SECTION 1. There shall be no increase in the hourly rate for calendar years 2010 and 2011. Current hourly wage rates are:

New Hire	\$12.35/hour
After 1 Year	\$13.62/hour
After 2 Years	\$14.88/hour
After 3 Years	\$16.15/hour
After 4 Years	\$17.41/hour
After 5 years	\$18.68/hour
After 6 Years	\$19.05/hour

SECTION 2. Retroactive to January 1, 2012, there shall be a two percent (2.0%) increase in the hourly rate for all steps of the wage scale for calendar year 2012. The new hourly wage rates are:

New Hire	\$12.60/hour
After 1 Year	\$13.89/hour
After 2 Years	\$15.18/hour
After 3 Years	\$16.47/hour
After 4 Years	\$17.76/hour
After 5 years	\$19.05/hour
After 6 Years	\$19.43/hour

SECTION 3. Effective January 1, 2013, there shall be a three percent (3.0%) increase in the hourly rate for all steps of the wage scale for calendar year 2013. The new hourly wage rates are:

New Hire	\$12.98/hour
After 1 Year	\$14.31/hour
After 2 Years	\$15.64/hour
After 3 Years	\$16.96/hour
After 4 Years	\$18.29/hour
After 5 years	\$19.62/hour
After 6 Years	\$20.01/hour

Article 20. GROUP INSURANCE
(Effective January 1, 2013)

SECTION 1. An eligible Employee is defined as a full time Employee covered by this Agreement. The Flex Count Plan (the plan) is defined as the section 125 or cafeteria plan, which is provided by the Employer for health insurance, benefits for County employees. The Employer shall provide eligible Employees the opportunity to enroll in the plan once during each plan year at its annual open enrollment period. The plan year commences on January 1, and ends on December 31 of the calendar year, but is subject to change.

SECTION 2. 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, 2013: Employer 90% of plan costs; Employee 10% plan costs;
- 2) Effective January 1, 2014: Employer 90% of plan costs; Employee 10% of plan costs; and

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

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

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

SECTION 6. The Employer may implement or discontinue incentives for employees to participate in Employer-sponsored wellness programs, including,

but not limited to, the right to offer the opportunity to reduce employee contributions through participation in wellness programs as determined by the Employer.

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

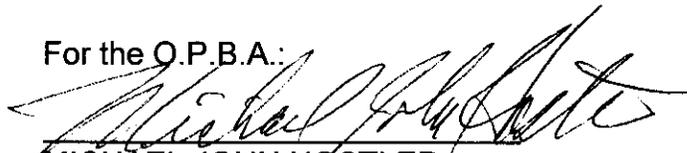
SECTION 8. A waiting period of no more than one hundred twenty (120) calendar days may be required before new Employees are eligible to receive health and/or other insurance benefits. During the waiting period, the Employer may require Employees who desire coverage to purchase it through a third-party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

APPROVED:

For Cuyahoga County:


EDWARD FITZGERALD
Cuyahoga County Executive

For the O.P.B.A.:


MICHAEL JOHN HOSTLER
Ohio Patrolmen's Benevolent Assn.



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

STATE EMPLOYMENT
RELATIONS BOARD

2012 JUL -9 P 2: 24

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

July 5, 2012

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

Re: Cuyahoga County and the OPBA Correction Officer's Contract 1/1/2010-12/31/2012
and Collective Bargaining Agreement Amendment Case No. 11-MED-10-1602

To Whom It May Concern:

Please find enclosed an executed contract between Cuyahoga County and the Ohio Patrolmen's Benevolent Association Correction Officers for the term 01/01/2010 – 12-31-2012 and the Collective Bargaining Agreement Amendment for SERB Case No. 11-MED-10-1602.

Sincerely,

A handwritten signature in cursive script that reads "Whitney G. Kwok".

Whitney G. Kwok
Paralegal

Enclosures

cc: Christopher J. Russ, Assistant Law Director