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DEPUTY SHERIFFS' CONTRACT

CUYAHOGA COUNTY

&

**OHIO PATROLMEN'S BENEVOLENT
ASSOCIATION**

EFFECTIVE THROUGH DECEMBER 31, 2014

DEPUTY SHERIFFS' CONTRACT

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I. INTRODUCTION

Article 1. PREAMBLE

This Agreement is entered into by and between Cuyahoga County, further known herein as the "Employer", and the Ohio Patrolmen's Benevolent Association, herein known as the "Union" representing employees, defined herein as Deputy Sheriffs and herein known as "Employees" in the Cuyahoga County Sheriff's Office, located at 1215 West Third 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 Office.

Article 2. PURPOSE OF AGREEMENT

It is the intention of this Agreement to maintain harmonious relations between Cuyahoga County and its Employees represented by the Union; and, further, 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

The provisions of this Agreement shall be applied equally to all Employees in the bargaining unit without discrimination on the basis of race, color, religion, sex, national origin, sexual orientation, disability, age, ancestry, marital status, political opinions or affiliations, or for activities on behalf of the Union. Both parties equally share the responsibility for applying this provision of the Agreement.

Article 4. EMPLOYER'S MANAGEMENT RIGHTS

Unless the Employer agrees otherwise in this Agreement, nothing impairs the right and responsibility of the Employer:

- 1) 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) to direct, supervise, evaluate and hire Employees;
- 3) to maintain and improve the efficiency and effectiveness of operations;
- 4) to determine the overall methods, process, means and personnel by which operations are to be conducted;
- 5) to suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, train, and administer tests based on the training, and schedule, promote and retain Employees;

- 6) to determine the adequacy and size of the work force;
- 7) to determine the overall mission of the Employer as a unit of government;
- 8) to effectively manage the work force;
- 9) to take actions to carry out the mission of the public Employer as a governmental unit;
- 10) to require a medical, toxicological, or psychological examination to determine performance capability and suitability for continued employment, at the Employer's expense, from a physician designated by the Employer.

Further, this Article does not limit the rights of the Employer under Ohio Revised Code Section 4117.08, nor the rights of either party under Chapter 4117, unless otherwise specifically limited in this Agreement.

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 sworn full-time Deputy Sheriffs, as described by the State Employment Relations Board (SERB) case numbers 98 REP 09-0206 and 2011-REP-10-0108, but excluding all others.

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 Deputy Sheriff Employees and cannot be changed by either individual Employees or the Employer.

Article 6. PROBATIONARY PERIOD

SECTION 1. Employees entering this unit are probationary Employees for a period of three hundred sixty-five (365) days. There shall be no extension of the three hundred sixty-five (365) day probationary period other than for a leave of absence of that Employee during that three hundred sixty-five (365) day period.

SECTION 2. A newly hired probationary employee shall be afforded union representation after his/her sixtieth (60th) day of employment. Any Employee discharged during the probationary period shall not be eligible for arbitration under the "Grievance Procedure" article.

SECTION 3. Any Cuyahoga County benefits plan, including health care, shall be effective on the first (1st) day of the calendar month following the new Employee's date of hire as a Deputy Sheriff. Any new Deputy Sheriff who was enrolled in the County's benefits plan at the time of entering this bargaining unit shall continue to receive uninterrupted benefits.

Article 7. UNION REPRESENTATION

SECTION 1. For purposes of processing grievances, the Union shall be represented by five (5) representatives and one (1) chief representative. The representatives and chief representative shall be elected members of the Union. No Employee shall be permitted to serve as representative or chief representative who has less than one (1) year employment with the Employer. Union directors may serve in the absence of the representatives.

SECTION 2. The Union shall supply the Employer's designee with a list of names of the representatives, chief representative and directors which is to be kept current at all times.

SECTION 3. Upon reasonable request, the Employer agrees to admit an O.P.B.A. representative to designated areas within the confines of the Sheriff's Department. The Employer shall reasonably determine such areas in accordance with the operational needs of the Employer. Prior to such admittance, the O.P.B.A. representative shall advise the Employer's designee of the purpose of the visit and obtain approval before entering the premises. Such approval will not be unreasonably withheld.

SECTION 4. Meetings between Employer and Union representatives concerning grievances shall be scheduled by the Employer within the parameters established by the "Grievance Procedure" article. If such a grievance meeting is scheduled during regular duty hours of the grievant or representative, neither, if present, shall suffer any loss of pay while attending the meeting. A representative must give his/her supervisor notice of intent to attend a grievance meeting sufficiently in advance of the meeting to avoid any disruption of Employer operations.

SECTION 5. Rules governing the investigation by Union representative of any grievance are as follows:

- 1) No representative shall interfere with, interrupt, or disrupt the normal work duties of another Employee.
- 2) A Union representative shall not conduct activity in any work area without first notifying and receiving permission to do so from the supervisor in charge of that area; no representative shall leave his/her work area or duties without having received permission from his/her supervisor to do so; such permission shall not be unreasonably withheld.

- 3) A Union representative shall cease any activity immediately upon the request of the supervisor of the area where said activity is being conducted or upon the request of the representative's or an Employee's immediate supervisor if the activity interferes with the obligated duties of the representative or an Employee or the operations of the affected area.
- 4) A Union representative or bargaining unit Employee who abuses the rules of this section may be subject to disciplinary action.

SECTION 6. No supervisor shall materially interfere with Union activity performed in accordance with the foregoing rules or the administration of this Agreement.

SECTION 7. There shall be no Union business conducted on the Employer's premises or during an Employee's working hours except as permitted in this Agreement.

Article 8. UNION SECURITY/CHECKOFF OF UNION DUES

SECTION 1. All present Employees who are members of the Union on the effective date of this Agreement may remain members of the Union. Employees may resign from the Union during a ninety (90) day period immediately following the execution of this Agreement, and/or during a ninety (90) day period following each yearly anniversary effective date of this Agreement. Notice of resignation must be in writing and presented to the chief steward and the Employer during this ninety (90) day period. The payment of dues and assessments uniformly required of the entire membership shall be the only required condition of Union membership. Employees who wish to apply for membership to the Union shall provide written notice to the Union and the Employer and tender uniform initiation fees, periodic dues, and reasonable assessments. Employees who wish to resign their Union membership shall provide written notice to the Union and the Employer.

SECTION 2. An Employee who is a member of this Bargaining Union shall become a member of the Union or pay a fair share fee to the Union commencing sixty (60) days after being sworn in as a Deputy Sheriff or, where an Employee is currently in non-probationary status, immediately upon ratification of this contract. Employees who elect to pay their fair share, in lieu of becoming a member of the Union, shall not pay more than the dues paid by the members of the union.

SECTION 3. In the case of Employees being rehired or returning to work after a layoff or leave of absence, or being transferred back into the bargaining unit, who previously have properly executed authorization for check-off of dues forms, deductions will be made for initiation fees, membership dues, and/or fair share fees, and reasonable assessments, provided the Employer receives written notification from the Union that the Employee desires to maintain Union membership.

SECTION 4. Where the Employee or the Director has delivered to the Employer proper legal, voluntary authorization for such deductions, the Employer will deduct all Union initiation fees, reasonable assessments and monthly dues from the pay of each Employee during the life of this Agreement. All deductions shall be made from the first pay earned each month. A check for such monies shall be forwarded to the treasurer of the local union of the designated unit by the twentieth (20th) day of each month. Employees shall have authorized deductions made from the first pay of the next calendar month in which the Employee is compensated for forty (40) hours during the previous month.

The parties shall cooperate with each other to provide financial information concerning check-off monies and Employees involved.

SECTION 5. 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 Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article.

Article 9. UNION BUSINESS LEAVE OF ABSENCE

SECTION 1. Upon approval of the Employer, leave of absence with pay without loss of benefits shall be granted to union representatives, as defined in Section 1 of the "Union Representation" article, involved in grievance matters including arbitration and disciplinary meetings.

SECTION 2. Members of the Union's bargaining committee shall be granted time away from duty without loss of straight-time pay or benefits for the purpose of negotiating an agreement with the Employer. However, the Union shall reimburse the Employer for all hourly wages paid to bargaining unit members participating in said negotiations under this Section.

SECTION 3. A reservoir not to exceed twenty-six (26) working days shall be available to those members who claim time off under this Article in the first year of the contract and fifty-two (52) days will be available in the final year of the contract.

Article 10. NO STRIKE/NO LOCKOUT

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

Therefore, the Union agrees that neither it, its officers, agents, representatives, nor members will authorize, instigate, cause, aid, condone or participate in any strike, sympathy strike, work stoppage, or any other interruption of operations or services of the Employer by its members, or other Employees of the Employer, during the term of this Agreement. When the Employer notifies the Union that any of its members are engaged

in any such strike activity, as outlined herein, the Union shall immediately, conspicuously post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all Employees to immediately return to work.

Should the Union fail to post such notice, the Employer shall have the option of seeking appropriate legal remedies. Any Employee failing to return to work after notification by the Union as provided herein, or who participates or promotes such strike activities as previously outlined, may be disciplined and/or discharged and only the question of whether or not the Employee did, in fact, participate in or promote such action shall be subject to appeal.

SECTION 2. The Employer agrees that neither it, its officers, agents, nor representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of bargaining unit Employees during the term of this Agreement.

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

Article 11. BULLETIN BOARD

SECTION 1. The Employer shall provide space for glass-enclosed bulletin boards at the locations listed below solely for use by the Union to post notices. All glass-enclosed bulletin boards shall be provided at Union expense and shall not exceed the size of current boards used by the Union. The Employer shall be responsible for the cost of initial installation of all bulletin boards.

SECTION 2. The following notices shall not require prior Employer 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.

The Sheriff's designee will be provided a copy of notices listed hereinabove at the time of posting; any other notices must have prior approval of that designee, who has the right to order the removal of any non-complying material on the bulletin boards.

SECTION 3. The bulletin boards shall be placed at the following locations:

- 1) Detective Bureau;
- 2) Courts;
- 3) Juvenile;
- 4) Old Court House (Lakeside);
- 5) Hallway by ISP/Sex Offender unit.

Article 12. DISTRIBUTION OF RULES, DIRECTIVES, AND PROCEDURES

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

SECTION 2. The parties recognize that it is the responsibility of the Employer to inform the Employees in advance of any change in departmental policies, procedures, and directives. 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 Article does not relieve any Employee from following instructions or orders in the normal course of work.

SECTION 4. Each unit within the Sheriff's Department shall have the rules, regulations, directives and procedures posted and/or provided in a manual.

Article 13. LABOR/MANAGEMENT MEETINGS

SECTION 1. In the interest of sound labor/management relations, unless mutually agreed otherwise, once each quarter on a mutually agreeable day and time, the Employer or his designee(s) shall meet with the Union to discuss pending problems and to promote a more harmonious labor/management relationship. For purposes of this Section, the Union may consist of the Union Representative or his designee, the Chief Steward, and other stewards in the bargaining unit.

SECTION 2. The party initiating the meeting will furnish the other party at least five (5) working days in advance of the meeting with a list of the matters to be taken up and the names of the party representatives who will be in attendance. The purpose of such meetings shall be to:

- a) Discuss the administration of this Agreement;
- b) Notify the Union of proposed changes by the Employer which affect bargaining unit members of the Union;
- c) Disseminate general information of interest to the parties;
- d) Discuss ways to increase productivity and improve efficiency;
- e) Consider and discuss health and safety matters relating to Employees;
- f) Consider recommendation for changes from the Union in standard operating procedure rules.

SECTION 3. If special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

SECTION 4. Employee representatives who are scheduled to be at work during the time of this meeting shall receive no loss of pay. It is further agreed that any Employee on duty may be required to return to work if an emergency arises during this meeting.

III. WAGES AND BENEFITS

Article 14. WAGES

2012: Effective January 1, 2012, each step of the wage scale shall be increased by seven hundred fifty dollars (\$750.00). Following this adjustment to the wage schedule, each step of the wage scale shall be increased by one percent (1.0%).

2013: Effective January 1, 2013, each step of the wage scale shall be increased by two percent (2.0%).

2014: Effective January 1, 2014, each step of the wage scale shall be increased by two percent (2.0%).

The following chart illustrates the above wage increases applied to the corresponding hourly step wage rates.

Current	2012	2013	2014
\$18.9910	\$19.54	\$19.93	\$20.33
\$20.2771	\$20.84	\$21.26	\$21.69
\$21.5634	\$22.14	\$22.58	\$23.03
\$22.8494	\$23.44	\$23.91	\$24.39
\$24.1355	\$24.74	\$25.23	\$25.73
\$25.0755	\$25.69	\$26.20	\$26.72
\$25.5770	\$26.20	\$26.72	\$27.25

Article 15. HOURS OF WORK/OVERTIME

SECTION 1. This Article defines the normal work period for bargaining unit Employees and establishes the basis for computing overtime and shall not be construed as a guarantee of hours of work within a normal work period. Nothing contained herein shall be construed as preventing the Employer from revising work schedules in order to achieve and maintain effective and efficient staffing and operations.

SECTION 2. The normal work period for all full-time Employees within the bargaining unit shall be a forty (40) hour workweek. Specific hourly and weekly work schedules may vary depending upon job assignments. Scheduled adjustments shall not occur solely to avoid the payment of overtime. Paid holidays, paid vacation leave, compensatory time and pre-scheduled medical appointments shall be considered as time worked within the forty (40) hour workweek for purposes of this article. In addition, any sick leave used within the workweek **prior** to the accumulation of overtime shall be considered time worked.

SECTION 3. An Employee who is required to work more than forty (40) hours per week shall be paid overtime for such time at a rate of pay of one and one-half (1-1/2) times the Employee's regular rate of pay for time actually worked. Overtime accrued by the Employee during a forty (40) hour work week will be reduced by the number of sick leave hours used by the Employee after the accumulation of overtime, providing the sick leave hours were used on the day immediately following the day that overtime was accrued, and the sick leave hours will be paid at a normal accrual rate. For example, if an employee earns eight (8) hours of overtime on Monday and then uses two (2) hours of sick leave on Tuesday, this would result in the Employer paying the Employee six (6) hours of overtime (at a rate of one and one-half (1 ½) times the normal accrual rate) and two (2) hours paid at the normal accrual rate.

SECTION 4. At the Employee's daily option, these overtime hours may be credited to the Employee as compensatory time at one and one-half (1-1/2) times the normal accrual rate, provided that the total number of hours accrued does not exceed two hundred forty (240) hours. Compensatory time shall be used within two (2) years of accrual. Use of compensatory time must be approved by the Employer and shall not be unreasonably withheld. In the event the Employee is unable to use compensatory time within two (2) years of accrual, the Employer shall pay the Employee all monies due the Employee for overtime actually worked.

SECTION 5. The Employer shall not show preferential treatment in the distribution of overtime and shall insure an equitable distribution of overtime work.

Article 16. COURT TIME/CALL-IN PAY

An Employee who is called in to work at a time that does not precede a regularly scheduled shift or to appear in court on behalf of the Employer for a time period of less than three (3) hours when the Employee is not on duty, shall be compensated no less than three (3) hours at time and one-half in actual pay or compensatory time. Any time worked over three (3) hours is to be compensated at one and one-half (1-1/2) times the Employee's regular rate of pay.

Article 17. ASSUMPTION OF RANK

SECTION 1. An Employee assigned and performing the duties of the shift officer-in-charge shall be compensated at a pay rate of twelve (12%) percent above the Employee's regular rate of pay, which shall be paid for a minimum of four (4) hours, or hour-for-hour, whichever is greater. The Employee will continue in this position until the conclusion of his/her shift, unless another supervisor is assigned to that post to relieve the assigned officer-in-charge.

SECTION 2. Whenever a supervisor assigned to the Old Courthouse- Lakeside, Juvenile Court or second or third shifts in "Patrol" is unavailable on-site, or when otherwise deemed necessary by the Chief Deputy or his designee, an officer-in-charge shall be assigned.

Article 18. LONGEVITY

All Employees who have five (5) years of continuous, uninterrupted service with the Department shall be paid a longevity allowance of three hundred seventy-five dollars (\$375.00). Longevity will be included in the pay for the pay period in which the anniversary date occurs. The Employee shall also be paid the amount of seventy-five dollars (\$75.00) for each year of full continuous service after the initial five (5) years and is to be added to the original amount set for the five (5) year period, The said amounts, previously covered, shall be paid every year until the Employee retires. On the year of retirement, said fees shall be paid but include the full years and prorate months of service or seventy-five dollars (\$75.00) divided by twelve months = x dollars times number of months of service.

Article 19. HOLIDAYS

SECTION 1. The Employer shall observe the following eleven (11) paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Day after Thanksgiving	

If a holiday falls on a Saturday, it shall be observed on the previous Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday. To be eligible for holiday pay, an Employee must work his/her full last scheduled shift before the holiday, the holiday itself if so scheduled, and his/her full first scheduled shift after the holiday, unless excused from doing so by the Employer. For purposes of this article, a "scheduled shift" does not include vacation leave.

SECTION 2. An Employee not scheduled to work on a holiday shall receive straight time pay, at the Employee's regular hourly rate, for the number of hours the Employee is regularly scheduled to work on that day of the week. Any Employee required to work on one of the recognized holidays is entitled to receive compensation at the rate of one and one-half (1-1/2) times his/her usual rate of pay in addition to receiving regular holiday pay.

Article 20. UNIFORMS

SECTION 1. The Employer will continue to provide uniform clothing for Employees when they are hired. This includes summer and winter issue uniform clothing.

SECTION 2. After completion of the first year of employment, the Employer will provide compensation in the amount of one thousand four hundred dollars (\$1,400.00) per year for each bargaining unit Employee as a uniform and maintenance allowance.

SECTION 3. The Employer will insure that each Employee has two (2) uniform badges, sidearm, bullet-proof vest, less-than-lethal device, ammunition pouch, flashlight and holder, holster, handcuffs, whistle and chain, and a hat with hat badge. Unserviceable items, or items beyond the manufacturer's recommended service period, shall be replaced by the Employer as soon as possible.

Article 21. GROUP INSURANCE

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

SECTION 2. Bi-weekly Employee contributions for medical and prescription drug benefits shall be determined as follows:

a) METROHEALTH PLAN

The County shall offer a plan through MetroHealth at no cost to employees.

b) OTHER BENEFIT PLANS

The biweekly health insurance contribution rates shall be as follows:

- 1) Effective January 1, 2012: Current contribution rates;
- 2) Effective January 1, 2013: Employer 90% of plan costs; Employee 10% of plan costs; and
- 3) Effective January 1, 2014: Employer 90% of plan costs; Employee 10% of plan costs.

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

SECTION 4. Effective January 1, 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.

SECTION 9. Prior to adopting any change in the health insurance plans impacting the bargaining unit, the Employer shall meet with a union committee comprised of an O.P.B.A. attorney and three (3) bargaining unit members. The purpose of the meeting is to provide the Union with an opportunity to discuss possible changes in the plans and to offer its input.

Article 22. EMPLOYEE'S NO SICK TIME

Any Employee who has exhausted accrued sick time may continue to participate in the same medical benefit plan provided by the County with the same premium cost sharing as provided in the "Group Insurance" article of this Agreement. Family members who are eligible will also be covered under this plan. Coverage for both the Employee and family is not to exceed two (2) months after the Employee's accrued sick time has been exhausted, utilized annually.

Article 23. HOSPITALIZATION DURING LAYOFFS

Any Employee who is laid off may continue to participate in the same medical benefit plan, exclusive of dental and vision care, with the same premium cost sharing as provided in the Group Insurance Article of this Agreement, for a period not to exceed six (6) months. Participation shall continue until the Employee obtains other employment. Family members who are eligible will also be covered under this plan.

SECTION IV. TERMS & CONDITIONS OF EMPLOYMENT

Article 24. SENIORITY

SECTION 1. Seniority shall be defined as the uninterrupted length of continuous service with the Employer and shall be calculated from the date of hire. "Date of hire" is defined as the date of appointment as a Deputy Sheriff, as indicated in the written filing with the Clerk of the Common Pleas Court pursuant to Ohio Revised Code §311.04(B)(1). In the event that more than one Employee has the same date of hire, the following procedure shall apply:

- a) For Employees who did not take an entrance level examination, the Employee who has the earlier date for initially reporting to duty and beginning work shall have preference in seniority;
- b) For Employees who did take an entrance level examination, preference in seniority shall be determined in the following order:
 - 1) Highest civil service examination score;
 - 2) Highest OPOTA examination score.

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 and continuous service if the Employee:

- a) resigns or retires;
- b) is discharged for just cause;
- c) is absent without official leave for three (3) or more consecutive workdays without valid excuse; or
- d) fails to return to work with seven (7) calendar days after the date of receipt of certified mailing or other personal notification of a recall notice.

SECTION 4. An Employee shall continue to accrue seniority during the following:

- a) Military leave of absence;
- b) A period of layoff.

Article 25. EMPLOYEE ASSIGNMENT AND TRANSFER

SECTION 1. An Employee who has completed three (3) years of actual service as a Deputy Sheriff may bid for a transfer by seniority to the Courts unit or Patrol Division. The Courts unit bid will include the particular unit (i.e. Lakeside Old Courthouse; Juvenile Court; or Justice Center-Courts Tower) sought by the Employee. A bid for assignment to the Patrol Division shall be for shift and days off. Employees in a specialty area assignment at the time of the bid process may, at the Employee's option, participate in the bid process.

For the purposes of training newer employees, the Employer may exempt positions on each shift in the Courts and Patrol Division units from the bid by seniority process by written notification to the Union fourteen (14) calendar days prior to the start of the bid process, as set forth in the next paragraph. The number of exempt positions shall be equal to the number of Employees with less than three (3) years of actual service as a Deputy Sheriff at the time of the start of the bid process. Those positions exempted from the bidding process shall be equitably apportioned among the Courts and Patrol Division units. Moreover, at no time between semi-annual bidding processes shall an Employee with less than three (3) years of service displace an Employee from that Employee's position obtained through the process.

A semi-annual seniority bid process shall take place for Employees then assigned to the Courts and Patrol Division units, consisting of seniority bidding conducted from April 1st through April 15th and October 1st through October 15th revised assignments will then be effective the first Sunday of the beginning of the pay period in May and November. Employees then-assigned to any of the specialty areas will not participate in the semi-annual bidding process. The parties shall utilize the bidding process used in April, 2009 which requires the inclusion and presence of the OPBA Director.

An Employee restored back into the bargaining unit cannot "bump" another Employee. In addition, an Employee transferred into the Courts unit or Patrol division shall assume the shift and days off for that vacant position. In both of the foregoing situations, however, the eligible Employee will participate in the next scheduled seniority bid process.

Notwithstanding the provisions of this Article, the Employer shall have the right to assign Employees to other posts in emergency or staffing shortage situations. The Employer shall make every reasonable effort to assign the least senior Employee in such shortage situations.

SECTION 2. Except as provided hereinabove, all unit assignments shall be left to the sole discretion of the Employer; such assignments shall be made with a view toward maintaining and improving operations efficiency and effectiveness. In exercising its discretion, the Employer shall consider factors such as prior performance, ability, skills, seniority, and experience. When the Employer is considering making an assignment in one of the specialty areas (i.e. Narcotics, Detective, Transport, Civil, and Scientific Investigation), a notice to that effect will be posted. Employees interested in the assignment must express their interest in writing by the specified date. Assignments

to the specialty areas will be made by the Employer, taking into consideration factors such as prior performance, ability, skills, seniority and experience.

Employees rotated out of a specialty area assignment will then participate in the next scheduled semi-annual seniority bidding process for the Courts and Patrol Division units, provided the Employee possesses the requisite three (3) years of actual service as a Deputy Sheriff, as provided in Section 1.

SECTION 3. The Employer will provide a minimum of ninety-six (96) hours advance notice prior to changing an Employee's shift assignment. If a change in shift assignment creates a personal hardship for an Employee, the Employee should immediately bring the problem to the attention of the Employer for possible adjustment.

SECTION 4. The Employer shall notify the Union of all new hires and their assignments, in addition to all transfers of current Employees.

Article 26. HEALTH & 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 and the Union recognize their shared responsibility concerning the development and maintenance of safe conditions of employment. If assigned to Transport Unit, Employee must possess a current commercial driver's license or obtain one within six (6) months.

SECTION 2. 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 3. Any unsafe condition 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 unsafe condition.

SECTION 4. The Employer will continue the current practice of identifying, evaluating and disseminating information regarding any communicable disease(s) of other health-related problems which might affect bargaining unit members. While in uniform, deputies shall be permitted to wear black leather pat-down globes at times deemed appropriate by the Employer. In addition, the Employer shall make latex gloves available to Employees upon request. Further, masks will also be made available upon request, to be used in accordance with accepted medical practices and health guidelines.

SECTION 5. The Employer will provide the Hepatitis B vaccination to any Employee upon request. The Employer will provide annual tuberculosis (TB) screening to Employees.

SECTION 6. In the event that a supervisor has reasonable suspicion that an Employee is either mentally or physically impaired due to the use of illegal drugs, alcohol, chemical or harmful intoxicants, or any other cause, the Employee shall not be allowed to work pending further testing pursuant to the Employer's "Drug Testing Policy". An Employee ordered to submit to such testing shall be placed on paid administrative leave pending the results of the testing. If the test results are negative, the Employee shall be returned to work on his/her regular shift. If the test results are positive, the Employee shall be subject to disciplinary action, up to and including removal. A pre-disciplinary hearing will be held within ten (10) working days of receipt of the test results; the Employee may be continued on paid administrative leave pending the pre-disciplinary hearing.

In the event that an Employee is involved in a vehicular accident either (1) occurring in the course of County business in a private or rental vehicle; or (2) in a County vehicle at any time, the Employee shall immediately contact a Deputy Sheriff supervisor. A "vehicular accident" is one that results in property damage and/or physical injury to any persons involved in the accident. The supervisor shall determine whether testing under the "Drug Testing Policy" is warranted. If testing is performed, the Employee shall be placed on paid administrative leave pending receipt of the test results.

"Chemical or harmful intoxicants" shall be defined as substances which are prohibited by the Ohio Revised Code.

SECTION 7. Each Employee will be allotted a one-half (1/2) hour lunch break at all hospital details when staffing permits. All emergency room details will be handled by two (2) deputies, when staffing permits. No emergency room run shall be delayed because of the lack of a second deputy. In the event a second deputy is not immediately available, the Employer will make every effort to dispatch a second deputy to the emergency room as soon as possible.

SECTION 8. 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 job responsibilities in accordance with this Agreement, shall be sufficient cause to prevent and preclude a work assignment by the Employer.

SECTION 9. 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.

SECTION 10. The Employer shall provide appropriate policies, procedures and training to all bargaining unit members concerning universal medical precautions and issues concerning communicable and infectious diseases pursuant to OSHA standards.

SECTION 11. All Employees shall be issued a weapon. An Employee with twenty (20) years or more of service, upon retirement, may purchase the Employee's service weapon for One Dollar (\$1.00), provided the weapon has been in service for more than five (5) years.

Article 27. EVALUATION OF DEPUTY SHERIFFS

SECTION 1. Written performance evaluations shall be completed on all Employees at a minimum of once each calendar year. The general purpose of such evaluation is to review and assess an Employee's job performance pursuant to the position description of the classification. Such position description shall be on file with the Employer. All completed evaluations shall be maintained by the Human Resources Department and shall be available for review by the Employee upon request.

SECTION 2. Performance evaluations shall be in writing and shall contain the following information:

- a) The name of the Employee being evaluated;
- b) The specific evaluation time period, which shall not exceed twelve (12) months; and
- c) The name(s) of the evaluating supervisor(s).

SECTION 3. Performance evaluations shall be completed by a departmental supervisor or supervisors who shall have full knowledge of the Employee's position description and job performance for the evaluation time period specified.

Article 28. EMPLOYEE DISCIPLINE

SECTION 1. Employees covered by this Agreement shall be disciplined and/or discharged in accordance with the Employer's Standard Schedule of Disciplinary Offenses and Penalties or any successor discipline policy.

SECTION 2. 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 documents and a list of witnesses known at the 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) days following notification to the Employee and Union. The pre-disciplinary hearing shall be conducted by the Employer's designee and a neutral Deputy Sheriff supervisor. The Employee who is alleged to have violated any departmental rule(s) shall be permitted representation by one representative and one O.P.B.A. representative at the pre-disciplinary hearing. No tape recording of the hearing shall be made. A report of said hearing shall be prepared by the hearing administrator.

SECTION 3. If it is determined that disciplinary action is warranted, such action will be applied in a fair and uniform manner, and shall take into account the nature of the violation(s), the Employee's record of discipline, and the Employee's record of performance and conduct. For the purpose of determining the severity of discipline being imposed on a current charge, the Employer shall not consider any previous non-attendance related disciplinary action rendered against the Employee which occurred more than twenty-four (24) months preceding the date of offense upon which the current charge is based, if there has been no other discipline imposed during the preceding twenty-four (24) months. However, any discipline consisting of a verbal or written reprimand which occurred more than twelve (12) months preceding the date of offense upon which the current charge is based shall not be considered if there has been no other discipline imposed during the preceding twelve (12) months. Copies of any disciplinary action rendered shall be given to the Employee.

An Employee may appeal any disciplinary action rendered through the Grievance Procedure beginning at Step 3 thereof by filing a written grievance with the Employer within five (5) working days from the date the disciplinary action is imposed.

SECTION 4. Routine disciplinary matters shall be investigated by the Sheriff's Department. Other investigations shall not be conducted by bargaining unit members.

No investigative interview or, interrogation may proceed unless the Employee has first been advised that the Employee has a right to the presence of a union representative and/or O.P.B.A. attorney present during any investigative interview or interrogation and that a reasonable amount of time will be afforded to allow such representative and/or attorney to appear. No procurement of any written statement from the Employee who is the subject of the investigation shall occur unless that Employee has first been advised by the Employer that the Employee has a right to consult with a union representative and/or O.P.B.A. attorney prior to submission of any statement and that a reasonable amount of time will be afforded to allow for such consultation. Further, in any investigation that may reasonably result in criminal charges, an Employee questioned as a suspect shall be advised of his/her constitutional rights prior to any questioning.

Article 29. GRIEVANCE PROCEDURE

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

SECTION 2. A grievance may be brought by 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. Each Employee who desires to be included in such grievance shall be required to sign the grievance. The Union may file a grievance on behalf of the entire bargaining unit, or an individual member for any breach of this Agreement, except for breaches relating to employee discipline.

SECTION 3. In disciplinary cases, the Employer's designee shall be a different individual than the one that presided over the grievant's pre-disciplinary hearing, if such a hearing occurred. The written grievance shall be submitted on the grievance form 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; and
- i) The remedy requested to resolve the grievance.

SECTION 4. 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 5. An Employee may elect to have a union representative present at any step of the formal grievance process. It is the responsibility of the Employee to notify the union representative of each meeting and date and time. No Employee who files a grievance shall be subject to reprisal, retaliation or any other negative job consequence.

SECTION 6. Each grievance shall be processed in the following manner:

STEP 1.

An Employee having a grievance will first bring that complaint 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 shall discuss the grievance with the Employee and a union representative, if requested. If the Employee is not satisfied with the response given by the immediate supervisor, the Employee may, within fifteen (15) calendar days, advance the grievance to Step 2 of the Procedure by submitting the written grievance to the Employer's administrative designee. Grievances concerning disciplinary suspensions or discharges must be commenced by reducing them to writing on the appropriate form and submitting them to the Employer's administrative designee within five (5) working days of the imposition of the disciplinary action. Processing of such grievances shall thereafter proceed at Step 3.

STEP 2.

The Employer's administrative designee shall forward the Employee grievance to the Lieutenant who is responsible for the work area where the aggrieved Employee is assigned. The Lieutenant or his/her designee shall schedule a

formal meeting to be held within five (5) working days of the receipt of the grievance with the Employee who filed the grievance and a union representative, if requested in accordance with this Article. Prior to this meeting taking place, the Lieutenant or his/her designee shall investigate the allegations contained in the grievance. The Lieutenant or his/her designee shall provide the Employee with a written response to the grievance within three (3) working days of the above meeting. If the Employee is not satisfied with the written response, the grievance may be advanced to Step 3 of the Procedure within five (5) working days.

STEP 3.

Upon receipt of a written grievance that has been processed through both Step 1 and Step 2 of this Procedure, the Employer's designee (other than the administrative designee) shall schedule a formal meeting with the Employee filing the grievance, the O.P.B.A. Representative, a union representative, if requested in accordance with this Article, and a Deputy Sheriff supervisor within seven (7) working days. Prior to this meeting taking place, the Employer's designee shall investigate the allegation(s) contained in the grievance. The designee shall provide the Employee and the O.P.B.A. Representative with a written response to the grievance within ten (10) working days after the above meeting.

STEP 4.

If the grievance is not answered to the Union's satisfaction in Step 3, the Union may make a written request that the grievance be submitted to final and binding arbitration. Individual Employees may not submit a grievance to arbitration. Requests for arbitration must be submitted in writing to the County Law Department within forty-five (45) calendar days following the date the grievance was answered in Step 3. 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 7. When a timely request for arbitration is submitted, the parties shall attempt to select an arbitrator by mutual agreement. Within this thirty (30) day period, the parties shall attempt to select an arbitrator from the permanent panel. This panel will be made up of the following four (4) arbitrators selected by the Employer and four (4) selected by the Union.

Union

Burt Griffin
Stewart Savage
James Mancini
Joseph Gardner

Employer

Jared Simmer
Nels Nelson
Thomas Nowel
Robert Stein

The arbitrators selected will remain for the duration of this contract period. If such agreement is not reached, the panel members' names will be alternately stricken from the seven eligible arbitrators. An arbitrator is not eligible to hear two cases in a row. The arbitrator shall not have the power to add to or subtract from or modify any of the terms of this Agreement, or any supplemental Agreement. 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.

The fees and expenses of the arbitrator shall be paid by the losing party, as determined by the arbitrator. Each party shall pay the cost of its own representatives and witnesses.

Article 30. PROMOTIONAL EXAMINATIONS

SECTION 1. The Employer agrees that a request shall be made to an appropriate testing entity to conduct promotional examinations within the boundaries of Cuyahoga County. The Employer will maintain from such entity an eligibility list for a period of two (2) years. No permanent promotions shall be made without competitive examination. No employee with less than three (3) years of continuous, uninterrupted service with the Employer in the bargaining unit shall be eligible to sit for a promotional examination.

SECTION 2. The Employer shall appoint from the "rule of three" on the eligibility list established as a result of the examination. Upon request, any Employee passed over for promotion shall be provided an explanation of the reasons for the failure to promote. Further, upon the Employee's request, such explanation shall be in writing unless otherwise precluded by law.

SECTION 3. The Employer shall provide the Union with notification of all requests and schedules for promotional examinations at the time that the request or schedule is made. Upon receipt by the Employer, the Union shall be provided with a copy of the eligibility list generated from the results of the promotional examination.

Article 31. PROMOTION OUT OF THE UNIT

SECTION 1. An Employee promoted to a position outside of the bargaining unit who is later deprived of that position and is returned to regular work within the bargaining unit shall have his/her name immediately restored to the bargaining unit seniority list with all seniority held at the time of promotion, but not accumulated. If seniority will not carry, the Employee shall be placed in accordance with the "Layoff and Recall" article of the current 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 the Employee is returned to the bargaining unit, the Employer shall notify the Union of the date of such return.

Article 32. PERSONNEL RECORDS

SECTION 1. Employees 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. Employees who are on duty during Human Resources' hours of operation must obtain written permission from their immediate supervisor in order to view their file while on duty. Such permission shall not be unreasonably withheld, unless operational and/or staffing needs preclude it.

SECTION 2. Employees may receive copies of any documents in their personnel file at the actual cost of reproduction (e.g. materials, equipment and other items incidental to the reproduction process), but no to exceed three cents (\$0.03) per page.

SECTION 3. Employees will receive prompt notification any time an inquiry is made to view their personnel file, unless the request is made by Deputy Sheriff supervisory personnel, a member of the executive staff of the Sheriff or other authorized Employer representative.

SECTION 4. At the Employee's request, any discipline in that Employee's personnel file that is beyond any "reckoning period" contained in either this Agreement or the "Standard Schedule of Disciplinary Offenses for Employees of the Cuyahoga County Sheriff's Office" shall contain a notation of that fact.

Article 33. USE OF PERSONAL VEHICLES

SECTION 1. Bargaining unit Employees shall not be required to utilize their personal vehicles during the performance of their duties.

SECTION 2. The Employer shall provide secure parking at no cost for Employees on the second and third shifts.

Article 34. LAW ENFORCEMENT/ PEACE OFFICER DUTIES

Except in emergencies, the Employer shall not use Special Deputies or other non-Deputy Sheriff employees to perform the usual and customary law enforcement duties regularly performed by members of this bargaining unit.

In addition, the powers and duties reserved to Deputy Sheriff law enforcement officers and/or peace officers under the laws of the State of Ohio shall not be performed by any other non-Deputy Sheriff.

The activities and work performed by Protective Services personnel, special deputies and/or any other group of employees under the control of the Employer shall not result in the displacement from employment of any member of the bargaining unit.

The number of bargaining unit Employees shall not be decreased from the number as of the date of the fact-finding report (134 as of September 18, 2012).

Article 35. OUTSIDE EMPLOYMENT

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

- a) The outside 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 outside employment may not create an actual conflict of interest or the appearance of a conflict of interest with the operations of the Sheriff's Department.
- c) The outside employment may not be such as would create an appearance of impropriety.
- d) The outside employment may not be at a place of business where any principal or officer of the business or the business itself has been convicted of or is under investigation for serious criminal conduct.
- e) The outside employment may not involve more than thirty (30) hours of work per week.
- f) Employees seeking outside employment shall provide the Employer with evidence that liability insurance satisfactory to the Employer or a hold harmless agreement satisfactory to the Employer has been secured which shall hold the Employer, Cuyahoga County and their representatives, harmless from any actions or inactions arising out of the Employee's outside employment.
- g) Upon request, an Employee shall be provided a written explanation for denial and/or rescission of outside employment authorization unless otherwise precluded by law.

SECTION 2. Requests shall be approved by the Employer prior to the commencement of outside employment and such applications shall be renewed annually thereafter. Requests for approval will be acted upon by the Employer as soon as is practicable and shall not be unreasonably denied. The Employer shall have the right to rescind previously granted permission for outside employment upon a charge of circumstances and in accordance with the criteria set forth above in this Article. In view of the nature of the duties and responsibilities of Employees and the liability which may flow from their actions or inactions, the parties agree that neither the Employer's denial of a request for outside employment nor the Employer's rescission of previously granted permission for such employment shall be subject to the grievance procedure. An Employee may, however, file a request for reconsideration with the Sheriff.

SECTION 3. Employees who have utilized sick leave for illness or injury reasons are prohibited from engaging in outside employment until they have returned to duty with the Employer.

Article 36. 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 or job abolishment. 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 a laid off Employee in accordance with the provisions of this Article.

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 event that more than one Employee has the same date of hire, the established seniority list will be used to determine the most senior Employee.

SECTION 3. Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. If there is a recall, Employees who are still on the recall list shall be recalled in reverse order of their layoff.

SECTION 4. Notice of recall shall be sent to the Employee by certified or registered mail. The Employer shall be deemed to have fulfilled its obligations by completing each of the following:

- a) sending the recall notice by certified mail, return receipt requested, to the last mailing address provided by the Employee;
- b) hand-delivery to the President of the Union, or his/her designated representative;
- c) posting said notice on the bulletin board.

SECTION 5. The recalled Employee shall have five (5) calendar days following the date of receipt of the recall notice to notify the Employer of his/her intention to return to work and shall have seven (7) calendar days following the date of receipt of the recall notice to report for duty, unless a different date for returning to work is specified in the notice.

SECTION 6. The Employer shall post an up-to-date seniority list upon the bulletin board once each calendar year. Said list shall remain posted for a fourteen (14) day calendar period and shall include the Employee's name and initial date of hire. After posting the list, any errors which are brought to the attention of the Employer within thirty (30) days of the posting shall be corrected. It is the Employee's responsibility to check these lists for accuracy and request correction of errors in a timely manner. Otherwise, the Employer may rely upon the information in such lists.

IV. LEAVES

Article 37. SICK LEAVE

SECTION 1. Each member of the bargaining unit shall earn sick leave credit at the rate of four and six-tenths (4.6) hours for each eight (80) hours of completed service. Sick leave credit shall be prorated to the hours of completed service, not to exceed one hundred twenty (120) hours in one year. Unused sick leave may be carried forward from one calendar year to the next without a maximum.

SECTION 2. An Employee who is unable to report for work and who is not on a previously approved day of vacation, sick leave, or leave of absence shall be responsible for notifying the Employer at least one (1) hour prior to the Employee's scheduled work assignment, unless emergency conditions prevent such notification. In the event of an anticipated extended absence in excess of three (3) consecutive work days, the Employee shall notify the Human Resources department of the absence and the estimated duration of same as soon as possible.

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

- 1) Illness, injury, pregnancy-related condition of the Employee or members of the Employee's immediate family where the Employee's presence is reasonably necessary for the health and welfare of the Employee or affected family member;
- 2) Exposure to contagious disease which could jeopardize the health of other Employees;
- 3) Examination or treatment of an Employee, or member of his/her immediate family, where the Employee's presence is reasonably necessary including medical, psychological, dental, or optical examination by an appropriate practitioner.

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, step-father, father-in-law, mother, step-mother, mother-in-law, spouse, child, step-child, grandchild, a legal guardian, or other person who stands in place of a parent.

SECTION 4. An Employee shall submit a written and signed statement for the request and justification of sick leave to the Employer within twenty-four (24) hours following the return to work. If such request is disapproved, the Employee may be subject to disciplinary action. Requests for leave for pre-scheduled appointments under Section 3(3) above should be submitted at least twenty-four (24) hours in advance of the requested leave.

In the event of an absence from work exceeding seven (7) consecutive calendar days, the Employee shall provide a physician's statement upon return to work specifying the Employee's ability to return to work without restrictions. If such absence was due to the illness or injury of an immediate family member, the physician's statement shall

indicate that the family member was under a physician's care and that the Employee's presence was reasonably necessary for the health and welfare of the family member.

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.

SECTION 6. If any disabling illness or injury continues past the time for which an Employee has accumulated sick leave, the Employer may authorize a leave of absence without pay for a period of up to six (6) months upon the presentation of evidence as to the probable date for return to active work status. The Employee must demonstrate that the probable length of disability will not exceed six (6) months. If the Employee is unable to return to active work status with the six (6) month period due to the same disabling illness, injury, or condition, the Employer will be given a disability separation. A medical examination or satisfactory written documentation substantiating the cause, nature, and extent of such illness, injury or condition shall be required prior to the granting to such leave of absence or disability separation unless the Employee is hospitalized at the time of request.

SECTION 7. The Employer may require a medical examination of the Employee to substantiate the leave of absence without pay or disability separation; the Employer shall bear the cost of such examination.

SECTION 8. Unless otherwise approved by the Employer, only accumulated sick leave may be utilized for compensation of an approved absence, as defined in Section 3 of this article.

SECTION 9. If an Employee abuses sick leave in a pattern, as defined below, the Employer will notify the Employee in writing that pattern abuse is suspected. Any subsequent requests for leave must be accompanied by a doctor's certificate. A pattern 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.

SECTION 10. Any Employee who uses no sick time, and has no attendance violations, as defined by the Employer's attendance policy, for any "rolling" six month period will be permitted, upon the Employee's request, to convert five (5) sick days to five (5) vacation days.

SECTION 11. At the time of retirement from active service with the Employer, provided that the Employee has completed ten (10) or more years of service, the Employee shall be entitled to be paid cash for one-half (½) of the value of accrued but unused sick leave credit, not to exceed six hundred forty (640) hours, [eighty (80) days].

Article 38. FITNESS-FOR-DUTY EXAMINATION

SECTION 1. If the Employer has reasonable suspicion to believe that an Employee is medically or psychologically unable to perform all of the duties of the Employee's position, the Employer may relieve the Employee from duty. If relieved from duty, the Employee shall be placed on paid administrative leave and the Employer shall pay the costs of a medical or psychological examination that is required by the Employer. An Employee found by the qualified medical professional selected by the Employer to have a medical or psychological disorder, condition, syndrome, or is otherwise unable to perform his/her duties shall not be permitted to work and further time off duty may be charged to any applicable sick leave or vacation leave at the Employee's request or may be designated as FMLA leave at the Employer's initiative as permitted by law.

SECTION 2. An Employee relieved of duty under the preceding Section must be given medical clearance acceptable to the Employer by a qualified medical professional before being allowed to return to work. Such documentation must certify that the Employee is able to perform all of the duties of his/her position (unless there is an A.D.A. issue that can be reasonably accommodated). If there is a disagreement between the respective qualified medical professionals contemplated in this Article, then the matter is subject to the applicable grievance procedure.

Article 39. SICK LEAVE DONATION

SECTION 1. Employees shall be allowed to donate sick days to fellow Employees who have been injured or have a prolonged illness that exhausted all sick leave and it is necessary to extend their sick leave for up to two hundred forty (240) hours. The cap for a recipient is two hundred forty (240) hours.

SECTION 2. When an Employee or someone on his behalf requests sick leave donation, written notification shall be made to the Sheriff or his designee. The Sheriff or his designee will then post a notice for ten (10) working days (excluding Saturdays, Sundays and holidays) informing Employees about the request for sick leave donations. No donations shall be made after ten (10) working days. All donations are voluntary.

SECTION 3. An Employee may donate up to thirty-two (32) hours of sick leave per calendar year. The Employee must sign and submit a Sick Leave Donation form within the posting period. The recipient shall retain all donated sick leave.

Article 40. 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) biweekly pay periods. Such vacation leave shall accrue to the Employee at the rate of three and one-tenth (3.1) hours each biweekly period.

SECTION 2. Each full-time member of the bargaining unit with five (5) 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 biweekly 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 biweekly period.

SECTION 4. Each full-time member of the bargaining unit with twenty-one (21) 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 biweekly period.

SECTION 5. Vacation leave may be taken by the Employee during the year in which it earned and prior to the next recurrence of the anniversary date of employment. The Employer shall permit an Employee to accumulate and carry over his vacation leave to the following year. No vacation leave shall be carried over for more than two (2) 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 current rate of pay, for the prorated portion of any earned but unused vacation leave at termination of employment.

Article 41. USE OF VACATION LEAVE

SECTION 1. Vacation leave shall be taken only at the time mutually agreed to by the Employer and the Employee. With approval, Employees may use vacation time in one hour increments, if staffing permits.

SECTION 2. No earlier than the first of January of each year of this contract, and no later than January 31, each Employee shall submit to his/her immediate supervisor a vacation request form supplied by the Employer requesting the use of that Employee's earned vacation leave for that calendar year. Requests shall be honored and vacation time awarded pursuant to such request. In the event more than one Employee requests the same vacation, and staffing requirements preclude granting all such requests, vacation shall be awarded on the basis of seniority, and the less senior Employee(s)

shall submit vacation requests for a different time period within seven (7) days of notification of the disallowance of the prior requested vacation. Any Employee who does not submit a vacation request form by January 31st of each year may request vacation leave during the year; such vacation leave will be granted on a first come, first serve basis, but subject to both staffing needs and previously approved vacations.

Article 42. ON-DUTY INJURY/ILLNESS LEAVE

SECTION 1. Any bargaining unit member who suffers bodily injury or who contracts or becomes afflicted with a serious disabling illness as a result of an on-duty critical incident shall be paid his regular rate of pay during the period he is disabled as a result of such injury/illness upon determination of the Employer and confirmed by a physician chosen by the Employer.

SECTION 2. "On-duty critical incident" is defined as injury resulting from active duty as a Deputy Sheriff exercising the powers of a law enforcement officer, including, apprehension or attempted apprehension of suspects, active participation in the prevention of crimes including vehicular police patrol duty, pursuit of suspects and vehicular transportation of inmates.

SECTION 3. An Employee is prohibited from engaging in or accepting secondary employment during the period of time in which the provisions of the above paragraph are in effect.

SECTION 4. Pay made in accordance with this Article shall not be charged to the Employee's accumulation of sick leave credit.

SECTION 5. Leave shall be paid for such period of time as the Employee is actually disabled, not to exceed one hundred twenty (120) consecutive workdays. The Employer may require verification of injury/illness status every thirty (30) days or as otherwise deemed necessary.

SECTION 6. Any Employee who is on leave subject to this Article shall apply for Worker's Compensation benefits. Any worker's compensation temporary-total benefits which accrue during injury/illness leave shall be returned to the Employer for that one hundred twenty (120) day period.

Article 43. STRESS LEAVE

SECTION 1. Stress leave is defined as the use of up to five (5) days off, scheduled at the Employer's option, in conjunction with an on-duty critical incident in which the Employee is one of the direct primary participants (e.g. shooting, stabbing, assault, etc.). These days off will not be charged against any accrued time category. In exercising its option, the Employer shall not unreasonably deny the use of this leave.

SECTION 2. Employees authorized to use stress leave shall utilize the services of an employee assistance program, e.g. Ease@Work or other Employer-approved

entity, which entity shall only confirm the Employee's attendance. All other information between the Employee and the assistance program entity shall remain confidential.

SECTION 3. An Employee involved in a shooting incident may be placed on paid administrative leave, pending the outcome of any investigation and determination of the Employer. Any assignment of paid administrative leave shall not be interpreted to imply or indicate improper conduct by the Employee. While on paid administrative leave or stress leave, the Employee shall remain available at all times for official investigation regarding the shooting incident and shall be subject to recall to duty at any time.

In any case where any person has been injured or killed as a result of a firearm discharge, the Employee may be required to undergo debriefing with a psychologist, selected and paid for by the Employer, as soon as possible, preferably within twenty-four (24) hours of the incident. The purpose of this debriefing will be to allow the Employee to discuss his/her feelings and any moral, ethical and/or psychological after-effects of the incident.

Article 44. BEREAVEMENT LEAVE

SECTION 1. Employees shall be entitled to receive up to four (4) 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 four (4) days of bereavement leave shall not be chargeable to the Employee's sick leave. Upon the Employee's request, one (1) additional day of bereavement leave shall be granted by the Employer, which shall be charged against the Employee's accumulated paid sick leave.

SECTION 2. "Immediate family" is defined as follows:

- a) Employee's parents (natural, step or foster)
- b) Spouse
- c) Children and step-children
- d) Brothers and brothers of one's spouse
- e) Sisters and sisters of one's spouse
- f) Natural grandparents
- g) Spouse's parents
- h) Grandchildren
- i) Brother's spouse
- j) Sister's spouse
- k) Son-in-law (current)
- l) Daughter-in-law (current).

Step, foster or natural parents as defined in this Article refer to the person(s) who reared the Employee as a child.

Article 45. 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 46. PERSONAL COURT LEAVES

SECTION 1. An Employee who is appearing before a court or other legally constituted body in a matter in which the Employee is a party may be granted vacation, holiday or compensatory time by the Employer, upon seven (7) days advance written notice to the Employer. Such instances include, but are not limited to, criminal or civil matters, traffic court, divorce proceedings, juvenile court as parent or guardian of juvenile, and tax matters. In the event seven (7) days' written notice is impracticable, the Employee shall notify his/her immediate supervisor immediately upon receipt of the notice of court appearance.

SECTION 2. The Employee shall submit a copy of the summons, subpoena, or other documentation prior to the effective date of any leave.

Article 47. MILITARY LEAVE WITH PAY

SECTION 1. Employees shall be granted a leave of absence without pay for military service in accordance with the provisions of Federal and State law.

SECTION 2. Employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or are members of 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 on 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 3. A copy of the military orders, or notice to report, shall be submitted to the Employer prior to effective date of orders, or as soon as reasonably possible after receipt.

Article 48. EDUCATIONAL LEAVE AND TRAINING

SECTION 1. An Employee may be allowed time off from his/her position without loss of pay for the purpose of taking job-related courses or training at an approved institution. The maximum time off may not exceed more than ten (10) hours per week unless otherwise approved by the Employer. If written approval was obtained before the beginning of the course, tuition expenses only may be reimbursed upon satisfactory completion of the curriculum.

SECTION 2. Any educational information received by the Department as to job-related courses, approved by the Ohio Peace Officer's Training Council or institution approved by the Department within the State of Ohio, shall be made available to the Employees by posting it on the Union bulletin board. The Employer reserves the right to limit the number of Employees who may be given time off without loss of pay to attend these courses offered.

SECTION 3. The Employer will arrange that all Deputies in the bargaining unit be updated in any courses or instruction as might be directed by the Ohio Peace Officer's Training Council's requirement. When so required, attendance shall be mandatory.

Article 49. LEAVE OF ABSENCE WITHOUT PAY

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

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

SECTION 3. An Employee who fails to return to duty upon completion or cancellation of a leave of absence without pay, without written explanation which has been approved by the Employer, may be subject to disciplinary action. An Employee who fails to return 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. An Employee who desires to request an extension of a prior approved leave of absence shall submit a written application for extension of leave to the Human Resources Department no later than seven (7) calendar days prior to the expiration of the leave, specifying the reasons supporting the request. The application is subject to review and approval by the Employer.

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 5. Upon return from a leave of absence without pay, the Employee shall be assigned to whatever position is available for which, in the opinion of the Employer, the Employee is qualified. If no positions are available in the bargaining unit, the Employee shall be placed on layoff status.

Article 50. PREGNANCY NOTIFICATION & MATERNITY LEAVE

SECTION 1. The Employee will notify her immediate supervisor of her pregnancy as soon as she knows she is pregnant and will furnish written confirmation from her physician indicating estimated date of birth.

SECTION 2. With her physician's written approval, a pregnant Employee will be permitted to work as long as she is able to perform the regular duties of her assigned position, including the ability to be outfitted with all necessary equipment.

SECTION 3. If the Employer has reason to believe that a 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 cost of the examination shall be shared equally by the parties. The result shall be determined from the impartial physician's findings.

SECTION 4. Upon request and thirty (30) day notification, or as soon as practicable if circumstances dictate otherwise, a pregnant Employee 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.

An Employee may retain forty (40) hours of accrued paid leave. After exhaustion of other accrued sick leave or other accrued leave 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, inclusive of accrued leave exhausted by the Employee. An additional period of time up to six (6) months may be granted, subject to Employer approval.

SECTION 5. The Employee will be reinstated with full seniority, provided the Employee contacts the Employer within thirty (30) days after the date of birth and indicates a return-to-work date, consistent with the leave durations outlined in Section 4, and, further, provides a written release from her physician to return to full duty.

VI. MISCELLANEOUS

Article 51. WAIVER IN CASE OF EMERGENCY

SECTION 1. In cases of emergency declared by the Cuyahoga County Sheriff such as civil disorder, the following conditions of this Agreement shall automatically be suspended:

- a) Time limits for Management or the Union's replies on grievances; and
- b) All work rules and/or agreements and practices relating to the assignment of all Employees.

SECTION 2. Upon the termination of the emergency, if valid grievances exist, they shall be processed in accordance with the "Grievance Procedure" article of this Agreement and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed.

Article 52. SEPARABILITY CLAUSE

SECTION 1. If any clause, sentence, paragraph, or part of this Agreement or the application thereof to any person or circumstances shall be adjudged by a court of competent jurisdiction to be invalid for any reason, such judgment shall not affect, impair, or invalidate the remainder of this Agreement and the application of such provision to other provisions, persons, or circumstances, but shall be confined in its application to the clause, sentence, paragraph, or part thereof directly involved in the controversy in which such judgment shall have been rendered and to the person or circumstances involved. The remainder of this Agreement and supplemental agreements shall remain in full force and effect for the Agreement term.

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 53. CONDITIONS OF AGREEMENT

SECTION 1. No agreement, alteration, variation, waiver, or modification or any of the terms of conditions contained herein shall be made by an Employee or group of Employees with the Employer and no amendment or revision of any of the terms or conditions contained herein shall be binding upon the parties hereto unless executed in writing by the parties hereto. However, any interpretation or application of any provision of this Agreement agreed upon between the Employer and the Union in writing shall be binding upon all Employees. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

SECTION 2. The Employer and the Union acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right and each agrees that the other shall not be obligated to further bargain collectively or individually except as may be required by the terms of this Agreement or by mutual written agreement.

SECTION 3. The Employer and the Union acknowledge that this Agreement, and any supplement thereto, embody the complete and final understanding reached by the parties as to the wages, hours, and all other terms and conditions of employment of all Employees covered by this Agreement. Neither party intends to be bound or obligated except to the extent that it has expressly so agreed herein, and this Agreement shall be strictly construed.

Article 54. REPRODUCTION AND DISTRIBUTION OF AGREEMENT

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

SECTION 2. The Employer shall arrange for two hundred (200) such booklets to be printed 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 shall be responsible for its distribution to new members of the bargaining unit.

SECTION 3. For purposes of Section 2, the cost(s) of reproduction shall be divided equally between the Employer and the Union. All subsequent costs of reproduction associated with this Agreement shall be the responsibility of the Union.

SECTION 4. Copies of this Agreement shall be distributed to the Employees within sixty (60) days after all parties have executed this Agreement.

Article 55. EXPIRATION AND RENEWAL

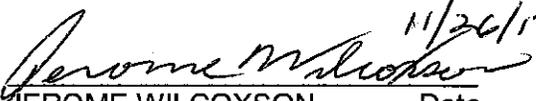
This Agreement is effective upon the date of ratification by the County Council, and notwithstanding any other dates referenced on the cover of the Agreement, as footers on each page or elsewhere therein, unless specifically indicated. The Agreement shall remain in full force and effect until 11:59 p.m. on December 31, 2014, 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 by either party at least one hundred twenty (120) days prior to the expiration date. Upon receipt of such notice, a conference shall be arranged within thirty (30) days.

FOR THE COUNTY:


EDWARD FITZGERALD Date 12/3/12
Cuyahoga County Executive

FOR THE UNION:


MAX RIEKER, ESQ. Date 11/26/12
Ohio Patrolmen's Benevolent Assoc.


JEROME WILCOXSON Date 11/26/12
Deputy Sheriff/ O.P.B.A. Director