COLLECTIVE BARGAINING AGREEMENT

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07/15/2014

COUNTY OF CUYAHOGA

- AND -

UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA UAW, REGION 2-B

BARGAINING UNIT: SHERIFF'S DEPARTMENT REGISTERED NURSES

05/01/13 - 04/30/16

UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, UAW, REGION 2-B
REGISTERED NURSES' CONTRACT

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I. INTRODUCTION

Article 1: PREAMBLE

This is an agreement between the County of Cuyahoga, herein further known as the "Employer" or "the County" and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, Region 2-B, hereafter known as the "Union" representing employees, herein defined as Registered Nurses, and hereafter known as "Employees" in the Cuyahoga County Sheriff's Department located at 1215 West 3rd Street, Cleveland, Ohio 44113, or any other location that is used in the normal use of everyday business conducted by the Cuyahoga County Sheriff's Department.

Article 2: PURPOSE OF AGREEMENT

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

Article 3: PLEDGE AGAINST DISCRIMINATION

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

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

Article 4: HEADINGS

It is understood and agreed that the use of headings before Articles is for convenience only and that no heading shall be used in the interpretation of said Article nor affect any interpretation of any such Article.

Article 5: MANAGEMENT RIGHTS

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

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

II. UNION-RELATED

Article 6: 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 Registered Nurses (State Classification #65511/State Title: Nurse 1), as described by the State Employment Relations Board (SERB) Case No. 05-REP-04-0063, certified August 11, 2005, but excluding: Nurse Supervisor 3 (#65517) and Nurse Supervisor 2 (#65516), and supervisory and management level personnel as defined by SERB.

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

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

Article 7: PROBATIONARY PERIOD

SECTION 1. Employees entering this unit are probationary employees for a period of 180 days. Unless the parties agree otherwise in writing, there shall be no extension of the 180-day probationary period other than for leave of absence of that employee during those 180 days. The Union may represent a probationary employee, but neither the Union nor the probationary employee may grieve any discipline or demotion imposed during the probationary period.

Article 8: UNION REPRESENTATION

SECTION 1. The Union shall be represented by no more than six (6) stewards, one (1) of whom will be the Chief Steward. All stewards shall be elected by members of the bargaining unit. The Union may elect alternates who may serve in the absence of the stewards.

SECTION 2. The Chief Steward shall supply Human Resources with a written updated list of the names of the stewards that represent this unit on the effective date of this Agreement and any time thereafter that change occurs. The Employer shall not be required to recognize an individual as a union steward until such time as written notification of his/her election to that position is given to the Employer.

SECTION 3. The Employer agrees that an International Union representative shall be permitted to meet with the Union stewards for a reasonable period, concerning Union business, on the Employer's premises during working hours provided that at no time shall such business interfere with the work requirements of any Employee unless expressly permitted by the Employer. Reasonable advance notice of a visit should be coordinated with the Human Resources Specialist assigned to the Sheriff's Department or his/her designee, or the Director of Nursing.

SECTION 4. A steward shall be permitted to investigate and process a grievance within his location and attend meetings as provided in the Grievance Procedure during his working hours without loss of regular, straight time wage provided that such activity shall take into consideration the Sheriff's Department operational needs and work requirements. All stewards investigating or processing a

grievance shall first notify their immediate supervisor prior to beginning any such activity. Stewards shall not interfere with or disrupt the normal duties of Employees without first notifying and receiving permission from the appropriate area supervisor. The steward shall cease any activity immediately upon request of the area supervisor if the activity interferes with the normal duties of the Employees.

SECTION 5. The Chief Steward of this unit shall be permitted, upon request, to work the shift which most closely corresponds to the normal business hours of the Employer.

Article 9: UNION SECURITY/CHECK-OFF OF MEMBERSHIP DUES

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

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

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

SECTION 4. In the case of Employees being rehired, or returning to work after a layoff or leave of absence, or 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 reasonable assessments.

SECTION 5. Where the Employee or the UAW has delivered to the Employer proper legal, voluntary authorization for such deductions, the County will deduct from the pay of each Employee during the life of this Agreement, all Union initiation fees, reasonable assessments and monthly dues. All deductions shall be made from the first pay earned each month. A check for such monies shall be forwarded to the financial secretary/treasurer of the local Union of the designated unit by the 20th day of

each month. Any member shall have his/her authorized deductions made from the first pay of the next calendar month in which he/she is compensated for forty (40) or more hours during the previous month. The parties shall cooperate with each other to provide financial information concerning check-off monies and Employees involved.

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

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

Article 10: UNION RIGHTS

SECTION 1. The County shall provide the Union with the written policies and procedures of the Sheriff's Department that are applicable to the bargaining unit and with any applicable revisions that the Department enacts.

SECTION 2. The Chief of the Union, or his designee, shall be afforded the opportunity to speak on Union business to newly hired Registered Nurses.

Article 11: UNION BUSINESS LEAVE OF ABSENCE

SECTION 1. Leaves of absences without loss of seniority shall be granted to those stewards or local Union officers involved in grievance matters, arbitration matters, local-regional Union matters, negotiation preparation and meetings. . The above-mentioned personnel shall suffer no loss of pay or benefits for their Union Business Leave of Absence. The local Union (Local 70) shall be responsible to forward to the Employer the full cost of all lost time and benefits beyond the reservoir, prior to the closing date of the pay period. A reservoir of twenty-five (25) working day benefits will be paid to any steward(s) or officer(s) who claim time off for those events.

The total of twenty-five (25) days is in the aggregate. The benefits paid shall include vacation time.

SECTION 2. Delegates and/or alternates to the Union convention shall be granted ten (10) days leave of absence without loss of seniority; the Union shall give fourteen (14) calendar days' notice to the Employer.

SECTION 3. An Employee who has been selected by the local Union or the International Union to a full-time, permanent position shall be granted a leave to

participate in Union activities without pay and without loss of seniority accrued to the date of leave; such leave shall not exceed two (2) years. Seniority shall accumulate during said leave. The local or International Union shall give notice to the Employer not less than fourteen (14) days prior to the date said leave becomes effective.

When the Employee returns to employment under the terms of this collective bargaining agreement, that Employee shall obtain the next vacancy in the unit to which he is entitled by way of seniority. The date of Employee availability must be within the twenty-four (24) month period and the vacancy to which entitlement is claimed cannot be more than forty-eight (48) months after the first day of original leave.

Article 12: BULLETIN BOARD

SECTION 1. The Employer shall provide space for a bulletin board in the dispensary medication cart room. Any bulletin board is to be provided by the Union, at the Union's expense, including any and all maintenance. The bulletin board shall be approximately two (2) feet by three (3) feet in size and shall be placed in an open, non-enclosed area.

SECTION 2. Any and all notices which the Union desires to post on the bulletin board shall be submitted to the Human Resources Specialist or his/her designee. It is agreed that 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 Union shall provide the Human Resources Specialist or his/her designee with copies of any and all notices or documents which they desire to be placed on the bulletin board.

SECTION 3. All other notices of any kind not covered in a) through d) above must receive prior approval of the Human Resources Specialist or his/her designee. The or his/her designee has the right to order the stewards to remove any notice not receiving prior approval required by Section 3 above, and the stewards shall immediately remove such notice.

III. WAGES AND BENEFITS

Article 13: WAGES

SECTION 1. All bargaining unit employees covered by this Agreement shall receive a 2% wage rate increase to $25.88, effective on the first date of the first full pay period in May 2013.

SECTION 2. Effective on the first date of the first full pay period in January, 2014, the following pay schedule shall be implemented:

Step 1	2	3	4	5	6	7
$25.00	$26.00	$26.45	$26.90	$27.35	$28.00	$28.65

In January, 2014, current employees shall be slotted into the schedule at the rate of $26.00 and they shall move to the next step on the first day of pay period 15. Employees hired after the full execution of the 2013-1016 CBA shall be eligible for step movement after one full year of employment in the RN classification with the Sheriff's Department. In subsequent years employees shall advance one step along the pay progression, effective the first date of pay period 15 of each year until the employees reach the maximum rate.

Considering factors such as experience, skill and ability as determined by the County, the County shall possess the discretion to place newly hired RNs at the Step 2 rate following the completion of their probationary periods.

SECTION 3. The parties shall reopen negotiations on the issue of wages for the third (3rd) year of the contract, commencing May 1, 2015. Such wage re-opener negotiations shall be governed by the same statutory negotiation and impasse procedures as provided in Ohio Revised Code Chapter 4117.

Article 14: LONGEVITY

SECTION 1. On their anniversary date of hire, Employees in the bargaining unit shall receive an annual payment, representing a longevity stipend for their years of service, in accordance with the following:

1) After five (5) years of continuous service, a longevity payment of one hundred twenty-five dollars ($125.00) per year;

2) After each additional year of service beyond five (5) years, an additional fifty dollars ($50.00) shall be paid per year until a maximum of seven hundred twenty-five dollars ($725.00) is reached.

SECTION 2. Once reached, the seven hundred twenty-five dollar ($725.00) maximum will be given to each bargaining unit member for the duration of that Employee's active full-time employment in the bargaining unit.

Article 15: SHIFT PREMIUM

An Employee who works a regular shift that begins at or after 2:45 p.m. shall receive a shift premium of Two Dollars ($2.00) per hour for all hours worked. An Employee who works a shift that starts before 2:45 p.m. and ends at or after 7:00 p.m. shall receive a shift premium for those hours worked after 2:45 p.m., provided the Employee works the entire scheduled shift.

Article 16: OVERTIME

SECTION 1. An Employee required to work more than forty (40) hours in any workweek shall be compensated at one and one-half (1½) times his regular rate of pay. Compensated holidays and vacation time shall be considered time worked. An Employee who is subpoenaed on a scheduled off day to testify regarding work- related matters shall be compensated at the rate of one and one-half (1½) times his regular rate of pay.

Article 17: UNIFORM ALLOWANCE

SECTION 1. All Employees in the bargaining unit shall receive a one hundred fifty dollar ($150.00) uniform allowance per year, distributed on the anniversary date of the Employee.

SECTION 2. The Employer shall reimburse the Employee for any loss or damage to the Employee's personal property, including eyeglasses and watches, if said loss or damage occurs while the Employee is working and the loss was not caused, in whole or in part, by contributory negligence or disregard for the standard of care of a reasonable person. Any such loss or damage shall be reported to the Employee's immediate supervisor within five (5) workdays from the date of loss or damage. The amount to be reimbursed in such cases shall be either the replacement cost or the estimated repair cost, whichever is less, as determined by the Employer; however, the amount of reimbursement shall not exceed twenty-five dollars ($25.00) for watches or one hundred fifty dollars ($150.00) for eyeglasses.

Article 18: GROUP INSURANCE/HOSPITALIZATION

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:

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, 2014, the Employer shall contribute 90% of the costs for the ancillary benefit plans (i.e. vision and dental) and the Employee shall contribute 10% of the cost for ancillary benefit plans.

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

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

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

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

participating in the County plans that are offered to regular full-time Employees. New Employees shall be eligible to participate in the County plans on the first date of the first month following completion of the waiting period.

Article 19: EMPLOYEE NO SICK TIME

SECTION 1. Any full-time Employee who has exhausted accrued sick time and is on an approved leave of absence will continue to have hospitalization and surgical/medical benefits provided by the Employer to the extent set forth in the Article entitled Hospitalization (Group Insurance). Family members who are eligible will also be covered under this plan. An Employee is entitled to take advantage of this contract provision one time within one calendar year.

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

SECTION 3. The provisions of this article shall not be applied to diminish any benefits available to eligible Employees who qualify under the Family and Medical Leave Act (FMLA).

Article 20: HOLIDAYS

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

1) New Year's Day
2) Martin Luther King Day
3) Presidents' Day
4) Memorial Day
5) Independence Day
6) Labor Day
7) Columbus Day
8) Veterans' Day
9) Thanksgiving Day
10) Day after Thanksgiving
11) Christmas Day

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; except that Christmas Day, New Year's Day, Veterans' Day and Independence Day will be observed on the actual day.

SECTION 2. Major holidays are scheduled on a rotating basis for all R.N. staff, except for those RN's that were expressly hired on a "no-holiday" basis. Employees who work a major holiday one year will be scheduled off for that particular holiday in the following year. If a minor holiday falls on a day that an employee is normally scheduled to work, the employee must work on that day, except for those RN's that were expressly hired on a "no-holiday" basis. The major holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. An Employee not required to work on a recognized holiday shall be paid straight

time at the Employee's regular hourly rate. An Employee required to work on one of the recognized holidays shall be entitled to receive compensation at the rate of one and one-half (1 ½) times the Employee's regular rate of pay in addition to receiving his/her regular holiday pay.

SECTION 3. To be eligible for holiday pay, an Employee must work his last scheduled workday before the holiday and his first scheduled workday after the holiday. For purposes of this article, a vacation or personal day is not a "scheduled workday".

SECTION 4. If the County determines that any new jobs or changes to jobs would require deviation from Section 2, it shall first notify the union prior to posting the position. Any such position shall include the holidays that are to be worked in the job posting.

IV. TERMS AND CONDITIONS OF EMPLOYMENT

Article 21: HOURS OF WORK

SECTION 1. For Employees on a five (5) day workweek schedule, the normal workday shall consist of eight and one-half (8 ½) consecutive hours inclusive of the time allotted for the lunch period.

SECTION 2. For Employees on a four (4) day workweek schedule, the normal workday shall consist of either:

a.) Four (4) days of ten and one-half (10 ½) consecutive hours inclusive of the time allotted for the lunch period, or;

b.) Two (2) days of twelve and one-half (12 ½) consecutive hours and two (2) days of eight and one-half (8 ½) consecutive hours, inclusive of the time allotted for the lunch period.

SECTION 3. For current Employees on a seven (7) day work schedule within a fourteen (14) day period, the normal work day shall consist of twelve and one-half (12 ½) consecutive hours, inclusive of the time allotted for the lunch period. The work schedule shall consist of three (3) twelve and one-half (12 ½) hour days one week and three (3) twelve and one-half (12 ½) hour days and one (1) eight and one-half (8 ½) hour day the other week. It shall be a fixed schedule with no floating off days.

SECTION 4. For any new Employees hired after implementation of this Agreement on a seven (7) day schedule, the normal work day shall consist of twelve and one-half (12 ½) consecutive hours, inclusive of the time allotted for the lunch period. The work schedule shall consist of four (4) twelve and one-half (12 ½) hour days one week and three (3) twelve and one-half (12 ½) hour days the other week

with every other weekend (Saturday & Sunday) off. It shall be a fixed schedule with no floating off days.

SECTION 5. For Employees working a part-time schedule, the Employee will work a minimum of four (4) shifts (8-hour or 12-hour) per month. The Employer will notify part-time Employees of available shifts from which part-time Employees may choose. In addition, part-time Employees may be required to work six (6) weekend shifts per year as needed, as determined at the Employer's sole discretion. Part-time employees may also be required to work three (3) of the following holidays of the Employer's choosing, for which the Employee will receive holiday pay in accordance with that Article: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day.

SECTION 6. Departmental work schedules for Employees in seven (7) day continuous operations shall be posted every month no later than thirty (30) days preceding the start of the period covered by the schedule. Deviations from the posted schedule may be made in order to meet the operational needs of the Department, but the Employer shall give the involved Employee notice of any such change as far in advance as circumstances reasonably allow.

SECTION 7. All Employees shall be allowed one (1) hour for a scheduled meal break approximately midway between shift start and stop times, thirty (30) minutes of which shall be considered compensable time. The meal period shall be uninterrupted except in case of emergencies.

SECTION 8. Two fifteen (15) minute breaks, one occurring approximately midway between the start of duty and the meal break, and the other occurring midway between the meal break and the end of duty, will be provided to each Employee during a normal workday.

Article 22: SENIORITY

SECTION 1. Seniority shall be defined as an Employee's uninterrupted length of continuous service in the bargaining unit and shall be calculated from the Employee's initial date of hire. In cases where the initial date of hire for the affected Employees is the same, date of birth (excluding year) shall be used, with the earlier date having priority. "Date of hire" is defined as the first day the Employee "punched-in" and reported for work.

SECTION 2. Seniority shall be calculated separately for full-time and part-time Employees; full-time seniority has priority in all matters.

SECTION 3. 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. Accrual of seniority for part-time Employees shall be held in abeyance during any approved leave of absence in excess of thirty (30) calendar days.

SECTION 4. An Employee shall lose his seniority when:

a) The Employee resigns or retires;

b) The Employee is discharged for just cause;

c) The Employee fails to return to work within ten (10) calendar days after the initial date of receipt of certified mailing of a recall notice after layoff

d) Is laid off for a period of more than 12 months;

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

f) The employee fails to make application within thirty (30) calendar days for immediate reinstatement following the cessation of PERS disability retirement benefits.

SECTION 5. Employees shall continue accrual of seniority while on military leave of absence.

Article 23: JOB POSTING & TRANSFER

SECTION 1. When the Employer determines a permanent vacancy within the bargaining unit is to be filled, or a new position is created in the bargaining unit, a notice of such vacancy or new position shall be posted on the bargaining unit bulletin board for a period of seven (7) calendar days. Anyone wishing to apply for the vacancy or position may do so by submitting a written letter of interest to the Manager of Health Care Services.

SECTION 2. Selection by the Employer for such vacancy or new position shall be made with the view toward maintaining and improving operational efficiency and effectiveness. In exercising its discretion, the Employer shall consider factors such as prior performance, ability, skills, seniority, and experience. Seniority is the controlling factor if the other factors are found to be equal.

Article 24: HEALTH AND SAFETY

SECTION 1. This article is intended to define a health and safety policy in an effort to maximize a secure working environment for all employees. Both parties share equal responsibility for the development and maintenance of safe conditions of employment.

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 Employees shall cooperate in maintaining all such conditions.

SECTION 3. 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 4. There shall be meetings between the Administrative Staff and representatives of the Registered Nurse Unit to address health and safety issues. These meetings will be held as needed, and with reasonable advanced notice if health and safety issues have been identified and brought to management's attention.

SECTION 5. Personal protective clothing and equipment required by the Employer to preserve the health and safety of Employees shall be furnished and maintained by the Employer without cost to Employees.

SECTION 6. The Employer recognizes that some Employees who work with individuals infected with Hepatitis B virus may be at increased risk of acquiring Hepatitis B infection. In accordance with U.S. Center for Disease Control guidelines, Hepatitis B vaccinations shall be provided upon request of Employees, at no cost to the Employee. If an inmate is found to carry a communicable disease, all appropriate precautions shall be taken.

SECTION 7. In the event that a supervisor has reasonable suspicion that an Employee is either mentally or physically impaired due to chemical/alcohol intoxication or other cause, the Employee shall not be allowed to work pending further medical, security, or toxicological testing and investigation pursuant to the Employer's "Drug Testing Policy" contained in the Employer's "Policies and Procedures Manual." An Employee subject to the provisions of the "Drug Testing Policy" is entitled to union representation. In accordance with that policy, any Employee who reports for duty or works while under the influence of intoxicating drugs or alcohol shall be subject to disciplinary action, including dismissal. If an Employee is mentally or physically impaired because of an adverse reaction to a lawfully prescribed medication, the

Employee shall not be allowed to work as scheduled and shall be charged with sick leave for all hours not worked.

Pending the outcome of the Employer's lab results, Employees shall be placed on administrative leave with pay, which shall not be deducted from any of the Employee's accrued time categories.

Article 25: EMPLOYEE EVALUATIONS

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

SECTION 2. All completed evaluations shall be maintained by the Department of Human Resources and shall be made available for review by the Employee upon request, in accordance with the procedures outlined in the "Personnel Records" article. An Employee may submit a written response to the evaluation which shall be maintained in the personnel file.

SECTION 3. Performance evaluations shall be completed by a supervisor who has knowledge of the Employee's position description and job performance for the evaluation time period involved.

Article 26: PERSONNEL RECORDS

SECTION 1. Employees will be permitted to view the contents of their personnel file with a member of the Human Resources Department after first making an appointment to do such with that office. Such appointment shall be on the Employee's own time.

SECTION 2. Any material that the Employee finds questionable or objectionable in his personnel file may be addressed through the established grievance procedure in this Agreement.

SECTION 3. An Employee will be notified by the Human Resources Department when any request to view the Employee's personnel file is made by anyone not employed by the Employer.

Article 27: EMPLOYEE DISCIPLINE

SECTION 1. Employees covered by this Agreement shall not be disciplined or discharged except for just and proper cause.

SECTION 2. Prior to the 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 bases for the discipline (including the specifics of the alleged violation, copies of the documents and 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 conference which will be conducted within seven (7) calendar days following notification to the Employee and Union. This conference shall be conducted by a neutral representative selected by the Employer from among those not directly in the chain of command of the employee. At the pre-disciplinary conference, the Employee shall have the right to be represented by the Union and shall be afforded the opportunity to offer an explanation of any alleged misconduct. Only the neutral management representative is authorized to audio/video record a pre-disciplinary conference. If the County elects to record the conference, a copy of the recording will be provided to the Union upon its written request and at its expense. The Employer shall determine what discipline, if any, is appropriate.

SECTION 3. In imposing discipline, the Employer shall not take into account any previous disciplinary action rendered against the Employee which occurred more than thirty-six (36) months preceding the current charge. Copies of any disciplinary action rendered shall be given to the Employee and to the Chief Union Steward. An Employee may appeal any disciplinary action rendered through the grievance procedure beginning at Step 3 thereof by filing a written grievance with the department head within ten (10) calendar days from the date the disciplinary action is imposed.

Article 28: GRIEVANCE PROCEDURE

SECTION 1. Grievance shall mean an allegation that there has been a breach of the Agreement. A grievance may be filed by the Union on behalf of the Employee or Employees on an agreed to form.

SECTION 2. Each grievance shall be processed in the following manner:

STEP 1.

An Employee having a grievance will first bring that complaint orally to the attention of the Employee's steward who shall notify the Director of Nursing or his/her designee within five (5) calendar days of knowledge of the incident giving rise to the grievance. The Director of Nursing or his/her designee shall discuss the grievance with the Employee and a

Union steward in accordance with this article within 10 calendar days of such oral complaint. Within five (5) working days of such discussion, the Director of Nursing or his/her designee shall orally respond to the Employee and the Union with an answer to the grievance. If the Employee is not satisfied with the oral response, the Employee and Union may, within seven (7) calendar days, pursue the grievance to Step 2 of the grievance procedure by reducing the grievance to writing on the grievance form (CS-35) and submitting said form to the Health care Manager or his/her designee.

STEP 2.

The Health Care Manager, or his/her designee, shall schedule a formal meeting to be held within seven (7) calendar days of receipt of the grievance between himself, the grievant, and a Union steward. Prior to the day of this meeting, the Health Care Manager, or his/her designee, shall make an investigation of all allegations contained in the grievance. Within five (5) calendar days of the above meeting, the Health Care Manager, or his designee, shall provide the Employee with a written response to the grievance.

STEP 3.

If the Employee is not satisfied with the written response to the grievance at Step 2 above, the Employee and Union may, within seven (7) calendar days of receipt of the written response from the Health Care Manager, appeal the grievance to the Department of Human Resources. The Human Resources Specialist, or his/her designee, upon receipt of a written grievance, shall schedule a formal meeting within ten (10) calendar days between himself, the grievant, the International Union representative, and a Union steward. Prior to this meeting taking place, the Human Resources Specialist, or his/her designee, shall make an investigation of the allegation(s) contained in the grievance. Within fourteen (14) calendar days after the above meeting, the Human Resources Specialist shall provide the Employee, the Chief Steward, and the Union's International Representative with a written response to the grievance.

STEP 4.

In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by time limit default(s) of the Employer, then within thirty (30) calendar days after the rendering of the decision at Step 3 the Union may submit the grievance to arbitration

through written notice submitted to the County's Law Director. Within this thirty (30) calendar day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the Union shall obtain a panel from the Federal Mediation and Conciliation Service ("FMCS"). The panel shall be limited to members of the National Academy of Arbitrators from the Northern Ohio sub-region of FMCS. The panel members' names will be alternately stricken until one name remains, who shall be designated by the parties to hear the matter.

The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement, or to make any award requiring the commission of any act prohibited by law, or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

The fees and expenses of FMCS, the arbitrator and the cost of the hearing room, if any, shall be shared equally by the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

SECTION 3. The Union agrees to hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the Bargaining Unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

SECTION 4. Time limits contained in the grievance procedure may be extended by agreement in writing.

Article 29: PART-TIME EMPLOYMENT

SECTION 1. All full-time Employees may be eligible to work part-time outside of the Department at other private establishments.

SECTION 2. All part-time employment outside of the Department must be approved in writing by the Agency of the Inspector General of the County of Cuyahoga.

SECTION 3. All part-time requests shall be approved except for the following conditions.

a) The part-time position creates a conflict of interest with the Department's responsibilities and/or functions.

b) The part-time employment hours conflict with Employee's normal working hours.

c) The business is currently under criminal investigation.

d) The business is operated, owned, or controlled by an organization that seeks to overthrow the government of the United States.

Article 30: LAYOFF AND RECALL

SECTION 1. When the Employer determines that a layoff is necessary, the Employer shall notify the affected Employee(s) and the Union at least fourteen (14) days in advance of the effective date of such layoff. If the Union requests, the parties shall meet to discuss the Employer's action. Employees whose jobs are abolished shall have the same rights as Employees involved in a layoff action who are on layoff due to reasons other than job abolishment.

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

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

In the event that more than one Employee has the same date of promotion, and the same date of hire, seniority will be determined by date of birth (excluding year), with the earlier date having priority.

SECTION 3. Employees who are laid off shall be placed on a recall list for a period of twelve (12) months. If there is a recall, Employees who are still on the recall list shall be recalled in the inverse order of their layoff. Seniority will terminate after twelve (12) continuous months of layoff. Seniority will accrue during those twelve (12) months, however.

SECTION 4. Notice of recall shall be sent to the Employee by certified mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail with a copy of such notice to be sent to the Union, return receipt requested, to the last mailing address provided by the Employee.

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

V. LEAVES

Article 31: SICK LEAVE

SECTION 1. Each Employee shall earn sick leave credit at the rate of four and six-tenth (4.6) hours for each eighty (80) hours of completed service, up to a maximum one hundred and twenty (120) hours annually. Sick leave credit shall be prorated in accordance with the hours of completed service in each pay period. Unused sick leave may be carried forward from one calendar year to the next without limitation.

SECTION 2. An Employee who is unable to report for work, and who is not on a previously approved vacation, sick leave, or leave of absence, shall be responsible for notifying the Employer at least two (2) hours prior to the Employee's scheduled work assignment unless emergency conditions prevent such notification. In the case of a condition exceeding three (3) consecutive work days, a physician's statement specifying the Employee's inability to report to work and the probable date of return to work shall be required. The physician's statement is required before an Employee who has been absent for more than three (3) consecutive work days will be permitted to return to work.

SECTION 3. When hospitalization is required, the Employee shall be responsible for notifying the Employer upon admission to and discharge from such hospital, unless emergency conditions prevent such notification. When convalescence at home is required, the Employee shall be responsible for notifying the Employer of the start, the expected length, and the termination of such period of convalescence.

SECTION 4. Sick leave may only be used by an Employee for the following reasons:

1) Illness, injury, pregnancy or pregnancy-related condition of the Employee or member of the Employee's immediate family where the Employee's presence is reasonably necessary for the health and welfare of the Employee or affected family member;
2) Exposure of the Employee to a contagious disease which could jeopardize the health of other Employees;

3) Examination or treatment of an Employee or member of his immediate family where the Employee's presence is Reasonably necessary, including medical, psychological, dental, or optical examination by an appropriate practitioner.

SECTION 5. For purposes of this article, the definition of immediate family shall include: the Employee's spouse, child, mother, father, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, legal guardian, or other person who stands in the place of a parent.

SECTION 6. Upon return from sick leave, the Employer may require that an Employee submit to a medical and/or psychological examination based upon the condition for which sick leave was utilized, in order to determine the Employee's capability to perform the Employee's position. Such examination shall be conducted by a physician or licensed practitioner designated by the Employer, and the cost of the examination shall be paid by the Employer. If the Employee is found to be unqualified for the position, he may be placed on sick leave or leave of absence without pay.

SECTION 7. Any abuse, patterned or excessive use, or falsification of reasons for use of sick leave shall be just and sufficient cause for disciplinary action.

SECTION 8. An Employee who is scheduled to work on a weekend and does not work will be rescheduled unless the Employee is on sick leave (paid or unpaid) of at least five (5) consecutive work days or is on approved funeral leave or is hospitalized during the weekend on which the Employee is assigned to work.

Article 32: LEAVE UNDER THE FAMILY AND MEDICAL LEAVE ACT ("FMLA")

The Employer shall have the right to administer the FMLA to the full extent permitted under federal law including, but not limited to, its coordination with any other leaves and other benefits.

Article 33: SICK LEAVE DONATION PROGRAM

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

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

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

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

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

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

The County will not solicit leave donations from Employees; the Union and/or bargaining unit members will be responsible for solicitation of donations and completion of the necessary documentation. The donation of sick leave time will occur strictly on a voluntary basis. No Employee can be forced or coerced to donate. Any Employee who feels they are being pressured to donate should contact the Employee Relations Department.

Article 34: PERSONAL DAYS

SECTION 1. Employees will be granted the use of twenty-four (24) hours of sick leave per year to be used by an Employee as personal days (2 days for 12-hour shifts; 3 days for 8-hour shifts). The Employee must secure authorization seven (7) working days prior to the use of such personal days with an application form provided by the Department.

In case of an emergency, the seven (7) day notice may be waived by the Department.

Article 35: 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 eight (8) 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-five (25) years of service with the Employer shall have earned, and is entitled to, two hundred (200) hours of vacation leave with full pay. Such vacation leave shall accrue to the Employee at the rate of seven and seven-tenths (7.7) hours each biweekly period.

SECTION 5. Vacation leave shall be taken by the Employee during the year in which it is earned and prior to the next recurrence of the anniversary date of employment. The Employer may permit an Employee to accumulate and carry over his vacation leaves to the following year. No vacation leave shall be carried over for more than three (3) years. Any unused vacation leave which the Employer does not permit an Employee to carry over or is in excess of three (3) years shall be paid to the Employee at the applicable current rate of pay.

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

SECTION 7. Employees may take their vacations during the calendar year. By January 31st of each year, Employees will be given an opportunity to indicate their vacation leave preference on forms provided by the Employer. A written vacation

schedule will then be prepared with priority given to Employees according to their Sheriff's Office seniority. Once the vacation schedule is determined, it shall be posted and shall not be changed without the consent of the involved Employee. Any Employee who fails to make a vacation application during the month of January will be given vacation leave without regard to seniority based upon when the application was submitted; if applications are submitted on the same date, approval will be based on seniority. Approvals of the request shall be made in writing.

SECTION 8. Vacation leave may be taken in four (4) hour increments no more than two (2) times per calendar year.

Article 36: ACCRUED TIME RECORDS

SECTION 1. The Employer will provide each Employee with a complete biweekly accounting of accrued time in all categories in which time may be accrued. The information may be provided through the County's web-based Human Resources employee self-service system (currently known as "MyHR").

Article 37: MATERNITY LEAVE OF ABSENCE

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

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

Article 38: PATERNITY LEAVE

Upon request and thirty (30) day notification, or as soon as practicable if circumstances dictate otherwise, any Employee whose wife bears a child shall be granted ten (10) working days off with pay if the Employee so requests. The above-mentioned pay shall be drawn from the Employee's accrued time categories.

Article 39: BEREAVEMENT LEAVE

SECTION 1. All full-time Employees covered by this Agreement shall be entitled to receive up to three (3) consecutive days of bereavement leave with pay, one of which must be used to attend the funeral, in the event of a death in the Employee's immediate family, as defined herein. These three (3) days of bereavement leave shall not be chargeable to the Employee's sick leave. An additional two (2) days of bereavement leave may be granted by the Employer which shall be charged against the Employee's accumulated paid sick leave.

SECTION 2. For purposes of this Article, definition of immediate family shall consist of the Employee's mother, father, spouse, child, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, legal guardian, or other person who stands in the place of a parent (in *loco parentis*).

SECTION 3. In the event of a death in their immediate family, as defined herein, part-time Employees may use up to three (3) consecutive days on a "no pay/no A.W.O.L." basis for the purpose of attending the funeral.

Article 40: COURT LEAVE/JURY DUTY LEAVE

SECTION 1. The Employer shall grant court leave with pay and without any loss of benefits to any full-time 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 of 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.

SECTION 3. Part-time Employees will be granted court leave as provided herein on a "no pay/no A.W.O.L." basis.

Article 41: EDUCATIONAL LEAVE

SECTION 1. For educational purposes related to the operations of the Employer and maintenance of the Employee's license, an Employee may opt to elect either:

a.) a leave of absence of up to one (1) day with pay; or
b.) compensation in the amount of $50.00 per approved course.

SECTION 2. The Employee shall submit a written request, either for leave or compensation, at least fourteen (14) calendar days prior to the requested leave or course dates in order to be eligible under this article. (Due to staffing issues, Employees cannot exercise option (a) on a weekend.) The written request shall contain a course description or other documentation indicating that the request meets the purposes outlined in Section 1. Following completion of the course, the Employee must submit a C.E.U. certificate indicating satisfactory completion in order to be compensated under either option above.

SECTION 3. An Employee is limited to one (1) of the elections in either (a) or (b) of Section 1 in each calendar year of this agreement.

Article 42: LEAVE OF ABSENCE WITHOUT PAY

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

SECTION 2. If it is found that a leave is not actually being used for the purpose for which it was granted, the Employer may cancel the leave and direct the Employee to report to work by giving written notice to the Employee. Such Employee may also be subject to disciplinary action.

SECTION 3. An Employee who fails to return to duty upon the completion or cancellation of a leave of absence without pay, without written explanation which has been approved by the Employer, may be subject to disciplinary action. An Employee who fails to return to service from a leave of absence without pay and is subsequently removed from service, is deemed to have a termination date corresponding to the starting date of the leave.

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

Article 43: MILITARY LEAVE WITH PAY

SECTION 1. Bargaining unit Employees who are members of the Ohio organized militia, or other Reserve components of the Armed Forces of the United States, are entitled to a leave of absence from their respective duties without loss of pay for such time as they are performing service in the uniformed services for periods not to exceed one month in any 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 (twenty-two eight (8) hour work days).

SECTION 2. Bargaining unit Employees who are called or ordered to the uniformed services for longer than one month shall be compensated in the manner provided in Ohio Revised Code §5923.05.

SECTION 3. A copy of the military orders or notice to report shall be submitted to the Employer prior to the effective date of orders.

Article 44: PERSONAL COURT LEAVES

SECTION 1. An Employee who is appearing before a court or other legally constituted body in a matter to which he is a party shall be granted a leave drawn from a permissible accrued time category. An unpaid Leave of Absence will be approved by the Employer if the Employee has no such time accrued. Such instances would include, but not be limited to, criminal or civil matters, traffic court, divorce proceedings, juvenile court as parents or guardian of juvenile, and tax matters. An Employee shall request the time off for personal court leave not later than seven (7) days before the scheduled appearance.

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

VI. TERMINATION OF EMPLOYMENT

Article 45: TAX DEFERRAL: EMPLOYEE CONTRIBUTION TO P.E.R.S.

The Employees' retirement plan shall be governed by the Ohio Public Employees Retirement System (O.P.E.R.S.). Employee contributions to O.P.E.R.S. will not be included in the Employee's gross taxable income subject to Federal withholding taxes.

Article 46: SICK LEAVE CONVERSION

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

Article 47: TERMINATION & RESIGNATION

When employment is terminated with a bargaining unit Employee through resignation or removal, the Employee shall receive full compensation at his current rate of pay for all accrued time categories except sick leave.

VII. MISCELLANEOUS

Article 48: REPRODUCTION OF AGREEMENT

The CBA shall be posted on-line by the County. Employees desiring a hard copy shall be given an opportunity to print the CBA from the County's website.

Article 49: SEPARABILITY CLAUSE

SECTION 1. If any clause, sentence, paragraph, or part of this agreement, or the application thereof to any person or circumstances shall, for any reason, be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this agreement. Further, if the provisions of this agreement shall become invalid by any present or future law, then the remainder of this agreement and supplemental agreements shall remain in full force and effect for the 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 50: EXPIRATION AND RENEWAL

This Agreement is effective upon its execution, subject to approval 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 12:00 o'clock midnight on April 30, 2016, and shall thereafter continue in full force and effect from year to year and shall be renewed for successive years unless written notice of termination or a desire to modify or change this Agreement is given, in writing, by either party at least sixty (60) days prior to the expiration date.

FOR THE COUNTY:

Edward FitzGerald,
County Executive

DATE:_____

Frank Bova, Sheriff

DATE: 3-21-14

FOR THE UNION:

Chris Freeman, UAW International Representative, UAW Region 2-B

DATE: 3/20/14

DATE:_____

DATE: _____

Side Letter of Agreement

Parties: County of Cuyahoga ("County") and the International Union, United Automobile, Aerospace & Agricultural Implement Workers of America, Region 2-B ("UAW").

Factual Background: During labor contract negotiations the parties agreed that the duration of the Collective Bargaining Agreement would be May 1, 2013 through April 30, 2016. Because 2012 wage negotiations were merged into the negotiations for the 2013-1016 successor agreement, the parties agreed that 2012 wage rates would be finalized through a separate agreement. Furthermore, the parties also agreed that, to comply with the County Charter's mandate of standardization of benefits, the monthly parking reimbursement that had been received by RN's working the day shift would be eliminated. This side-letter is entered to memorialize the terms of the parties' agreement.

Terms:

1) All bargaining unit employees covered by this Agreement shall receive a one percent (1%) hourly rate increase to $ 25.37, effective on the first date of the first full pay period in May 2012.

2) Effective the last date of the pay period in which the parties' Collective Bargaining Agreement for 2013-2016 is fully executed, the monthly parking reimbursement shall be eliminated.

3) $0.45 cents shall be added to the wage rate of affected day shift RN's who had received the parking benefit, effective the first day of the first pay period following the cessation of the parking reimbursement benefit.

4) This Agreement contains the entire agreement among the parties and no other promise, term or condition shall be binding unless it is set forth in writing and is signed by all parties.

The parties hereby warrant and affirm that they understand and agree to each and every term of this Agreement and the Parties' duly authorized representatives affix their signatures below to indicate their assent.

For the County:

Edward FitzGerald,
County Executive

Date: _____

For the UAW:

Christopher Freeman,
International Representative
Christian

Date: 3/20/14