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AGREEMENT

BETWEEN

THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

AND

CUYAHOGA COUNTY

CECOMS – CELLULAR 911 BARGAINING UNIT

APRIL 1, 2013 THROUGH MARCH 31, 2016

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PREAMBLE

This Agreement is made and entered by and between Cuyahoga County (hereinafter referred to as the "County" or "Employer") and the Ohio Patrolmen's Benevolent Association (hereinafter referred to as the "Union"), representing the Employees of the CECOMS Bargaining Unit that are specifically listed in Article 1 below (hereinafter referred to as "Employees") in order:

Section 1: To maintain harmonious relations between the Employer and its Employees represented by the Union. It is the intention of this Agreement that all dealings between the parties shall be conducted in a legal manner and be consistent with efficient and progressive service towards the Employer, the Employees and the public interest.

Section 2: To achieve and maintain a satisfactory and stabilized employer/Employee relationship and improved work performance.

Section 3: To provide for the peaceful and equitable adjustment of differences which may arise between the parties and to maintain the efficiency of the CECOMS Division.

Section 4: To provide for orderly, harmonious and cooperative Employee relations and to achieve and maintain the most efficient public service in the interest of not only the Parties, but also the citizens of Cuyahoga County.

ARTICLE I: RECOGNITION

Section 1: The Employer recognizes the Ohio Patrolmen's Benevolent Association as the sole and exclusive bargaining representative with respect to wages, hours of work, and terms and conditions of employment for all full and part-time CECOMS Call-takers and Dispatchers, but excluding all supervisory and management level personnel and all other Employees in the department.

Section 2: Part-time is defined as an Employee hired to work a regular part-time schedule consisting of at least 48 hours per month.

Section 3: Notwithstanding the provisions of this article, temporary, intermittent, confidential, fiduciary, casual, and seasonal Employees shall be excluded from the bargaining unit.

ARTICLE 2: NON-DISCRIMINATION

Section 1: 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, race, color, union, or political affiliation or non-affiliation, veteran or disabled veteran status. The Union shall share equally with the County the responsibility for applying this provision of the Agreement.

Section 2: The Employer and the Union agree that there will be no discrimination by the Employer or the Union against any Employee because of any Employee's lawful activities and/or support of the Union.

Section 3: The use herein of the male or female gender of nouns or pronouns is not intended to describe any specific Employee or group of Employees but is intended to refer to all Employees in job classifications, regardless of sex.

ARTICLE 3: RESPONSIBLE UNION-COUNTY RELATIONSHIP

The County and the Union recognize that it is in the best interests of the Parties, the Employees and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves the County and the Union and their respective representatives at all levels will apply the terms of the Agreement fairly in accord with its intent and meaning and consistent with the union's status as exclusive bargaining representative of all Employees in the unit. Each party shall bring to the attention of all Employees in the unit, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect, and of the measures they have agreed upon to insure adherence to this purpose.

ARTICLE 4: CUSTOMER SERVICE – QUALITY TREATMENT

All bargaining unit Employees shall treat all callers, co-workers and other personnel with whom CECOMS has dealings with dignity and respect at all times. The public and personnel from all public agencies shall receive prompt, courteous service at all times. Any Employee who violates this Article shall be subject to disciplinary action in accordance with the terms of this Agreement.

ARTICLE 5: NO STRIKE/NO LOCKOUT

Section 1: During the life of this Agreement and its renewal, neither the Union nor any of the persons covered by this Agreement will encourage, sanction, authorize, participate in or condone any strike, slowdown, work stoppage, picketing or other concerted activities that would interrupt Employer operations.

Section 2: Any strike in violation of this Agreement or in violation of O.R.C. Chapter 4117 will be just cause for the Employer's imposition of the penalties for such actions as provided in O.R.C. Section 4117.23, up to and including removal from the Employer's employment.

Section 3: Should a strike take place as described in this Article above, the Union, its officers, agents and representatives will immediately upon notice from the Employer, notify the persons covered by this Agreement in writing, with a copy to the Employer, that such action is unauthorized and actively instruct the Employees to cease the violation and resume work.

Section 4: The Employer agrees that neither it nor its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of the bargaining unit Employees during the term of this Agreement.

ARTICLE 6: MANAGEMENT RIGHTS

Except as specifically limited by explicit written provision of this Agreement, the Employer retains all of its rights to manage and direct the CECOMS operation including, but not limited to, the rights set forth in O.R.C. Sections 4117.08(A), (B) and (C). The exclusive rights of management include, but are not limited to, the following: to determine matters of inherent managerial policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, and organizational structure; to direct, supervise, evaluate, or hire Employees; to maintain and improve the efficiency and effectiveness of governmental operations; to determine the overall methods, process, means, or personnel by which governmental operations are to be conducted; to suspend, discipline, demote, or discharge for just cause; to lay off, transfer, assign, schedule, or promote Employees; to determine the adequacy of the work force; determine the overall mission of the Employer as a unit of government; effectively manage the workforce; to take actions to carry out the mission of the Employer as a governmental unit; to determine job duties; to introduce new or changed work methods, equipment or facilities; to determine the work to be performed and by whom; to determine what services, if any, are to be performed by bargaining unit Employees and Employees outside of the bargaining unit; to discontinue or reduce the CECOMS operation; to set standards for quality; to establish security and safety measures; and to establish and maintain rules, regulations, codes of conduct and orders for the operation, supervision and discipline of the Employees of the bargaining unit.

ARTICLE 7: UNION RIGHTS

Section 1: The Employer shall provide Employees with copies of the Cuyahoga County Policies and Procedures Manual and any other policies manual or handbook that is published and that the Employees are required to observe. The Employer is expressly authorized to make changes or amendments to the policies and procedures contained in the handbook or manual(s). If such changes or amendments are made, the Employer will provide the Union, through its Business Agent, with a copy of the changed or amended document within a reasonable time period following the effective date of the change.

Section 2: A member of the bargaining unit designated by the Union shall be permitted the opportunity to speak on union business to all newly hired Employees of the bargaining unit, provided that there is no interference with regular business activity.

Section 3: The Union agrees to furnish the Employer with copies of the Union constitution and by-laws within sixty days after signing this Agreement.

ARTICLE 8: UNION SECURITY/DUES CHECK-OFF

Section 1: All present Employees who are members of the Union on the effective date of this Agreement or become members during the term of this Agreement shall remain members of the Union provided that such Employees may resign from the Union in accordance with state and federal law. Notice of resignation must be in writing and presented to the Union representatives or to the Employer during this period. The payment of an initiation fee and dues uniformly required of the membership shall be the only requisite condition of Union membership. All bargaining unit Employees who are non-members will be required to pay a fair share fee to the extent consistent with O.R.C. Chapter 4117. For purposes of this Article, "eligible Employees" are bargaining unit Employees on payroll for more than sixty (60) days who have not claimed a religious exemption from the requirement to contribute to a labor organization.

Section 2: The Employer will deduct initiation fees and monthly dues from the pay of Employees covered by this Agreement upon receipt from the Union of individual written authorization cards voluntarily executed by an Employee for that purpose and bearing his/her signature, with the exception of non-members, who shall have fair share fees deducted in accordance with O.R.C. 4117.09(c). Deductions will be made from the pay of all Employees during the first pay period of each month. In the event of an Employee's first pay in a month is insufficient for such purpose, the Employer shall make appropriate deductions after consultation with the Union and the Employee and shall be authorized to make such deductions that are agreed upon by the Union and the Employer's Division of Labor Relations.

Section 3: All deductions under this Article, accompanied by an alphabetical list of all Employees for whom deductions have been made, showing the type of deduction made, shall be transmitted to the Union no later than the twentieth (20th) day following the end of the pay period in which the deductions were made and, upon receipt, the Union shall assume full responsibility for all funds deducted.

Section 4: The Employer's obligations to make deductions shall terminate automatically upon timely receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

Section 5: The Union will indemnify and save the Employer harmless from any action growing out of deductions made by the Employer hereunder and commenced by an Employee against the Employer (or the Employer and the Union jointly).

Section 6: All Employees who are not members of the Union shall have all rights and privileges set forth in O.R.C. Section 4117.09 pertaining to political expenditures by the Union.

ARTICLE 9: FAIR SHARE FEE

Section 1: All bargaining unit Employees who are not members of the Union shall, as a condition of employment, pay to the Union through payroll deduction a fair share fee as a contribution towards the Administration of this agreement.

Section 2: Any future bargaining unit Employee who does not become a member of the Union within sixty-one (61) days after being employed shall as a condition of employment pay to the Union through payroll deduction a fair share fee as a contribution towards administering this agreement.

Section 3: Employees who fail to comply with these requirements shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union. The fair share fee amount shall not exceed the monthly union dues and shall be certified to the Employer by the Treasurer of the Union in writing. On an annual basis the Union shall provide to the Employer with the same information regarding the calculation of the fair share fee as it is required by law to provide to fair share fee payers. The deduction of the fair share fee from any earnings of the Employee shall be automatic and does not require authorization for payroll deduction. Payment to the Union for fair share fees shall be made in accordance with the regular dues deduction as provided by this agreement.

Section 4: Immediately upon hiring a new Employee who is subject to a fair share fee, the Employer shall provide the Union with the names and addresses of said Employees. The Union will distribute to such Employees all literature which the Union feels is necessary to explain such fees. The Employer will likewise promptly furnish the names and addresses of other Employees becoming subject to a fair share fee.

ARTICLE 10: UNION REPRESENTATION

Section 1: For the purpose of processing grievances and collective bargaining, the Union shall be represented by not more than three (3) members (herein "Directors") who shall be elected by the members of the bargaining unit. No member shall be permitted to serve as a Director who has less than one (1) year of employment. The Union may appoint a Director who may act in the absence of a Director who is unavailable for an extended period.

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

Section 3: The Business Agent of the Union shall be permitted to visit on the premises of the Employer to meet with the bargaining unit members with forty-eight (48) hours prior notification to the Employer.

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

ARTICLE 11: SENIORITY

Section 1: Seniority shall be defined as a bargaining unit Employee's uninterrupted length of continuous service in the bargaining unit and shall be calculated from the Employee's initial date of hire into the bargaining unit. In the event that two Employees have the same date of hire, seniority will be determined by alphabetical listing of their last names with "A" being the highest and "Z" the lowest.

Section 2: Loss of Seniority. The seniority of an Employee shall terminate and the Employee shall automatically lose status as an Employee of the Employer if the Employee:

- (a) Submits a written or oral resignation that is accepted by Employer;
- (b) Retires;
- (c) Is discharged for cause;

- (d) Fails to report to work for three (3) or more days without notifying the Employer not later than the second day of absence and providing a justifiable reason for such absence;
- (e) Fails to report to work within fourteen (14) calendar days after notice of recall after layoff has been mailed, by registered or certified mail, return receipt requested, to his last address shown on the records of the Employer unless satisfactory excuse is shown. Failure to report as stated above shall be considered a voluntary resignation.
- (f) Has been laid off and remains on layoff for a period of more than twelve (12) months.

Section 3: An approved leave of absence does not constitute a break in seniority provided the Employer follows the procedure for such leave and returns to active service immediately following the expiration of the approved leave.

Section 4: Employees shall continue to accrue seniority while on military leave of absence and for other reasons that are specifically stated in this agreement.

ARTICLE 12: PROBATIONARY PERIOD

Section 1: New Employees shall be considered to be on probation for a period of one hundred eighty (180) calendar days. The Employer shall have sole discretion to discipline or discharge such probationary Employees, and such actions during the period cannot be reviewed through the Grievance Procedure or otherwise affected by this agreement.

Section 2: By mutual written agreement of the Department of Human Resources and the Union, an employee's probationary period may be extended to allow additional time to review the employee's performance.

ARTICLE 13: EMPLOYEE RIGHTS AND DISCIPLINE

Section 1: The Employer reserves the right to discipline any Employee for just cause. When appropriate, discipline shall be imposed in a progressive, equitable, and corrective manner. Depending on the situation, the Employer reserves the right to skip one or more levels of discipline when determining the severity of the penalty.

Section 2: An Employee shall be given a copy of verbal or written reprimand or other written disciplinary action that is entered into the Employee's personnel file along with the reasons for the discipline within five (5) business days of the action taken. Discipline that results in a suspension with or without pay or removal may be reviewed through the grievance procedure beginning at step 3.

Section 3: No Employee shall be suspended or terminated without first being provided the opportunity to participate in a pre-disciplinary conference (PDC). The Employer shall provide the Employee and the union business agent/attorney notification in writing at least three (3) business days prior to the PDC. Such notification shall include the date, time and location of the PDC, the nature of the offense, and the Employee's right to union representation.

Section 4: No verbal reprimand, written reprimand or suspension in an Employee's personnel file will be considered, for purposes of subsequent disciplinary action, twenty-four (24) months after the date of discipline as long as the Employee does not receive any other disciplinary action for a like or related offense during the twenty four (24) month period. If a like or related disciplinary action is administered, the new twenty four (24) month period will commence on the date the subsequent disciplinary action is administered.

Section 5: Any suspension without pay shall be for a specific number of consecutive days on which the Employee shall be regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as workdays for the purpose of the suspension. The Employer reserves the right to initiate suspensions with pay or fines pursuant to section 124.34 of the ORC.

Section 6: All newly imposed discipline may be subject to the grievance procedure except verbal reprimands.

Section 7: An Employee charged with a felony may be placed on administrative leave without pay until the disposition of the felony case. Prior to being placed on unpaid administrative leave, the Employee shall be provided with notice and an opportunity to respond to the issue of whether the Employee has been charged with a felony. If the Employee is not convicted of a felony and is not terminated or suspended, the Employee shall be paid regular work hours for time off at his regular straight time rate. The Employee may elect to use accrued vacation and/or compensatory time off in lieu of unpaid leave. Vacation or compensatory hours used shall be reinstated to the Employee's leave balance if he is not convicted of a felony.

ARTICLE 14: 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. A grievance that affects a group of Employees arising from the same event and/or set of facts shall be known as a "Policy Grievance". Any steward or the Union business agent/attorney may file a policy grievance at Step 2 of the grievance procedure. A grievance concerning, a suspension or termination of an Employee shall be filed at Step 3 of the grievance procedure.

Section 2: An Employee wishing to file a formal grievance shall reduce the grievance to writing. All grievances shall contain the following information:

- a. The aggrieved Employee's name.
- b. The aggrieved Employee's classification and department.
- c. Date of the event leading to the grievance.
- d. A brief description of the incident or action giving rise to the grievance.
- e. Date the grievance was filed at each step.
- f. Articles of the Agreement alleged to be violated.
- g. Desired remedy to resolve the grievance.
- H. Signature of the Employee or Union representative.

Section 3: Any grievance not answered by the Employer within the time stipulated shall be considered to have been answered in the negative and automatically advances to the next step of the grievance procedure. Time limits set forth in the grievance procedure may be extended by mutual agreement of the Employer and the Union. Working days as used herein shall not include Saturdays, Sundays, or Holidays.

Section 4: An Employee may withdraw a grievance, with the approval of the Union, at any point, by submitting a notice of withdrawal in writing.

Section 5: If a grievance is appealed to Step 4 of the Grievance Procedure and the Employee has filed a complaint with the Ohio Civil Rights Commission (OCRC) and/or the Equal Employment Opportunity Commission (EEOC) and said complaint includes the issue being appealed to arbitration, it is agreed that the Arbitrator shall not have jurisdiction over the grievance. In the event there is a dispute as to whether the issue appealed to arbitration is also an issue to the Employee's complaint to the OCRC and/or EEOC, the Union and the Office of Labor Relations shall meet in an attempt to resolve the dispute. If the parties are unable to resolve the dispute, it is agreed that the Arbitrator shall have the jurisdiction to determine whether the issue appealed to arbitration is also the issue in the Employee's complaint to the OCRC or EEOC.

Section 6: Probationary Employees may not file grievances or participate in any manner until completion of their probationary period. The Union may file a policy grievance concerning a probationary Employee if the grievance affects a term or condition covered by this Agreement.

Section 7: A grievance must be initiated within seven (7) working days after it occurred or after the aggrieved party should have been aware of the grievance. Grievances not timely advanced to the next step of the grievance procedure will be considered settled satisfactorily on the basis of the Employer's last grievance answer. At each of the following steps, the Employee has the right to have a Union representative present if the Employee so desires. A grievance shall be processed in the following manner:

STEP ONE: Immediate Supervisor - Any Employee having a grievance, or the Union steward, shall orally present the grievance to the Employee's immediate supervisor or, if the grievance concerns the supervisor, the Senior Supervisor or his/her designee. The Employer representative shall answer the Employee in writing, not later than five (5) days following the date of the Step One meeting.

STEP TWO: CECOMS Manager and/or Designee - If the grievance is not satisfactorily adjusted in Step One, the Employee or the Union steward may advance the grievance in writing within ten (10) working days from the answer in Step One to the CECOMS Manager or his/her designee. The CECOMS Manager or his/her designee and the grievant and or the designated Union representative, if requested by the grievant, shall meet within ten (10) working days to discuss the grievance. The CECOMS Manager or his/her designee shall answer the grievance, in writing, not later than then (10) working days after the meeting with a copy to the Union business agent/attorney.

STEP THREE: Department of Human Resources - If the grievance is not resolved at Step 2, the Union shall submit a written copy of the grievance to the Department of Human Resources within ten (10) working days after the Union receives the Step 2 reply. A meeting shall be held between the Manager, the Union representative, the steward and the grievant. The step 3 meeting shall be scheduled within ten (10) workdays of the union submitting the grievance. The designee of the Department of Human Resources shall submit a written response to the grievance within ten (10) workdays of the Step 3 meeting, a copy of which shall be sent to the Union business agent/attorney.

STEP FOUR: Arbitration. If a grievance is not resolved in Step 3 of the Grievance Procedure, then the Union may, within thirty (30) days after the Union receives the Step 3 reply, refer the grievance to arbitration by sending a written demand to the Cuyahoga County Department of Law. Arbitration is the sole and exclusive appeal and remedy for the above described grievances.

- (a) Upon mailing of a Notice to Arbitrate, the moving party shall request a Panel of Arbitrators from Federal Mediation and Conciliation Service (FMCS). The Arbitrator shall be selected from a panel of seven (7) names submitted by the FMCS, unless otherwise mutual agreed by the parties. The Employer and Union shall alternately strike a name from the panel until one (1) name remains. However, if within seven (7) working days, after receipt of the panel, either party objects to the entire panel, a new panel of seven (7) arbitrators may be requested. After the selection of the Arbitrator, the parties shall promptly contact the Arbitrator to select a hearing date. If the Union has not agreed to a hearing date within six (6) months from the date that the parties selected the Arbitrator, the grievance shall be deemed withdrawn.
- (b) Questions of arbitrability of a grievance may be raised by either party before the arbitration hearing on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is to be heard on its merits. Either party may request that the issue of arbitrability and the merits of the case be bifurcated and submitted to another arbitrator.
- (c) The authority of arbitrators shall be limited strictly to interpretation, application, or enforcement of the specific articles and sections of this agreement, and they shall be without power or authority to make any decision that is contrary to or

inconsistent with or modifying or varying in any way the terms of this agreement; or adds to, detracts from, or alters any provision of this agreement.

- (d) The decision of the Arbitrator shall be final and binding upon the parties and implemented within six (6) weeks from the date of issue or from the date that the moving party provides the necessary information to implement the decision.
- (e) The Employer and Union shall share the fees and expenses of the Arbitrator equally.

ARTICLE 15: HOURS OF WORK

Section 1: The normal work period for regular full-time Employees shall be eighty (80) hours in a pay period.

Section 2: Part-time Employees are generally required to work a minimum of forty-eight (48) hours each month. The purpose for a minimum number of hours is to ensure an appropriate level of experience for overall quality performance. In addition a very important aspect of part-time employment is to be available to report to work in the event a shift needs to be filled. Part-time Employees, in available status, that frequently and/or consistently decline vacant shifts when the call-out procedure is implemented may be subject to disciplinary action.

Section 3: Employees shall be scheduled as needed to meet the operational needs of the Employer. The Employer reserves the right to change the hours of work, starting and or quitting time of any shift and/or schedules of hours based on operational needs. The Employer generally shall not alter an Employee's schedule once the monthly schedule has been posted unless otherwise agreed to by the Employee.

Section 4: At the discretion of the Employer, an Employee who reports to work late by one (1) hour or more without calling in may be sent home without pay if a replacement has been scheduled.

Section 5: If the minimum staffing level as determined by management for each respective shift is met, Employees may take up to one-half hour lunch. At its sole discretion, management shall determine the appropriate times that lunch may be taken. Employees shall be required to remain on CECOMS premises during all working hours, including the lunch period.

Section 6: The Employer may permit Employees the privilege to exchange shifts. The County may implement and update a shift exchange policy that places limitations on the practice or calls for elimination of shift exchange privileges if, in the opinion of the County, they are subject to abuse or, in the opinion of the County, interfere with efficient or effective operations. Changes to the policy will be implemented only after employees and the Union have been given 10 calendar days' notice, and an opportunity to discuss and offer suggestions. No overtime or compensatory time off shall be incurred as the

result of a shift exchange.

ARTICLE 16: OVERTIME

Section 1: The Employer shall be the sole judge of the need for overtime. Employees shall receive time and one-half (1½) their regular rate of pay for all hours worked in excess of forty (40) hours in a week.

Section 2: For the purpose of computing overtime pay, holidays, paid vacation leave and any other time in active pay status, except sick leave, shall be counted as hours and days worked.

Section 3: The Employer may, at its sole discretion, provide compensatory time off in lieu of the payment of overtime at the rate of one and one-half (1½) hours for each hour over forty (40) in a week that the Employee was in active pay status, except sick leave. Compensatory time off shall be taken at times that are mutually agreeable to the parties and shall be based on operational needs. Compensatory time off must be taken within 365 calendar days. After 365 calendar days, all accrued compensatory time off shall be paid to the Employee.

Section 4: In the event that the Employer has determined the need for overtime and there are insufficient volunteers, the Employer shall have the right to mandate Employees to work overtime.

Section 5: In the event that a shift needs to be filled due to the absence of a regularly scheduled Employee or other operational reasons, part-time Employees or those Employees that would not be on overtime may be called and offered to fill the shift prior to calling in or assigning Employees on an overtime basis. This information including the time called and the disposition shall be documented on the CECOMS call-out list located in the CECOMS Center.

Section 6: Qualified Employees shall be offered overtime on a rotational basis by seniority to fill vacant shifts. The Employer shall have no responsibility for rotational calls that were missed for overtime assignments made in good faith.

Section 7: In the event that operational needs require that staffing levels be maintained, the Employer shall solicit volunteers from among qualified employees on the preceding shift to obtain coverage. If there are insufficient volunteers, mandatory overtime shall be assigned to qualified employees on a rotational basis, starting with the least senior qualified Employee on the preceding shift who shall be required to remain on duty until management determines that there is sufficient coverage. If the least senior qualified Employee is a part-time Employee who must report to a full-time job, the next least senior qualified Employee on duty shall be required to stay. The part-time Employee may be required to provide documentation that the Employee reported to the full-time job.

Section 8: An Employee who is required to work more than sixteen (16) hours in a day shall be paid one and one-half (1½) times the Employee's regular wage rate for all hours worked in excess of sixteen (16).

ARTICLE 17: CALL- IN PAY

An Employee who is called in to work with supervisory approval at a time when the Employee is not regularly scheduled to report shall receive a minimum of four (4) hours work or four (4) hours of pay at the applicable hourly rate. This section shall not apply if an Employee is requested to come in early or remain after a scheduled shift.

ARTICLE 18: ON-CALL PAY SUPPLEMENT

Section 1: Bargaining unit employees shall be required to participate in an "on-call" rotation. Each week two bargaining unit employees shall be designated to be in "on-call" status. Employees who are on-call must be accessible and in a "work-ready" state in case they are called. Employees who are scheduled to be on-call and are inaccessible and/or do not report to work when called may be subject to discipline.

Section 2: The schedule for on-call assignment shall follow a rotating procedure weekly among the full-time Call-Takers and Emergency Dispatchers. Employees who are granted pre-approved vacation leave shall be excluded from the on-call rotation for the time of the pre-approved leave.

Section 3: When Employees in on-call status are called in, the provisions of Article 17 "Call-In Pay" shall apply and in addition they shall be paid a premium of \$5.00 per hour for all hours worked following a call-in. This premium pay shall not be included in the calculation of the overtime rate.

ARTICLE 19: COUNTY CLOSING/BAD WEATHER POLICY

Whenever the Cuyahoga County Executive declares a closing of all County Buildings for the day, the following shall apply:

Section 1: CECOMS Employees are considered essential Employees. Employees scheduled for the day shall be required to work as though no closing was declared.

Section 2: If all of the County Buildings are closed for the entire day, all Employees who report for work shall be paid at time and one-half (1 ½) their regular rate of pay for all hours worked. Employees using vacation, sick leave or compensatory time shall be charged for their leave as though no closing was declared.

Section 3: In the event the closing occurs after the start of an Employee's shift, Employees working during the closed time shall be paid at time and one-half (1 ½) their regular rate of pay up to eight (8) hours.

Section 4: Employees required to hold over their shift beyond their regular schedule or are required to report to duty for time not regularly scheduled shall be paid at two (2) times their regular rate of pay for all hours worked during the period that the buildings are closed.

ARTICLE 20: ADDRESS NOTIFICATION

It is the obligation of all Employees to keep the Employer advised of their current home address and telephone number(s) (hardwire, wireless, etc.) where the Employee can be reached. Employees shall report any change of their home address in writing to the Department of Human Resources that is assigned to CECOMS on the appropriate form with a copy to the CECOMS Manager. The Employer shall rely on the last address supplied by the Employees to Human Resources and the CECOMS Manager in writing.

ARTICLE 21: PERSONNEL RECORD

Section 1: Employees shall have the right to inspect their own personnel files provided ample notification is given to the Department of Human Resources and provided that they follow the instructions of the Department of Human Resources. Examination of personnel files shall be made by appointment with the Department of Human Resources and in the presence of a representative of the Department of Human Resources.

Section 2: If an Employee desires a copy of a document contained in the Employee's personnel file, a copy shall be provided at the standard cost that is charged to other County Employees for this purpose.

Section 3: Employees shall not be permitted to remove any documents or alter the contents of their personnel files or to remove the file from the custody of the Department of Human Resources.

Section 4: Employees shall not be permitted to inspect their personnel files more than once in a six (6) month period nor shall an inspection request be permitted if it will interrupt the work schedule of the Employer.

Section 5: Employees may place a written response or rebuttal to disciplinary actions or performance evaluations that are placed in their personnel files.

ARTICLE 22: LABOR - MANAGEMENT COMMITTEE

Section 1: In the interest of promoting sound labor – management relations, the Employer and the Union agree to consider the initiation of Labor – Management meetings. The meetings will be attended by an equal number of representatives of the parties. In addition, representatives of the Department of Human Resources may attend.

Section 2: The parties shall schedule Labor – Management meetings during the regular work week with at least ten (10) calendar days advanced notice to the parties and to the Department of Human Resources.

Section 3: A written agenda shall be prepared by the party initiating the Labor – Management meeting and shall be distributed to the other party and the Department of Human Resources forty-eight (48) hours prior to the meeting.

Section 4: Labor – Management meetings are not intended to nor shall they result in an alteration or modification of the existing terms of the labor agreement. Topics for which there is an active grievance on file shall not be discussed.

Section 5: Employee representatives whose regular work hours occur during the time of Labor – Management meetings shall receive no loss of pay. The Employer may require any Employee on duty to return to work if an operational need exists.

ARTICLE 23: SICK LEAVE WITH PAY

Section 1: Sick Leave is not to be treated as another form of vacation or personal leave. Sick Leave may be used solely for the purposes described in this Agreement. Management is expected to exercise discretion to insure that sick leave is properly used and not abused. Employees who misuse or abuse sick leave shall be subject to discipline pursuant to the policies of the Employer, up to and including termination of employment.

Section 2: Employees shall earn sick leave credit at the rate of four and sixth tenths (4.6) hours for each eighty (80) hours of completed service. Sick leave credit shall be prorated to the hours of completed service in each pay period. Credit is given for time in active pay status only, including vacation, sick, compensatory time and holidays. Employees in unpaid leave status do not accrue sick leave.

Section 3: Unused sick leave may be accumulated from one calendar year to the next without a maximum accrual.

Section 4: An Employee may be granted sick leave with pay for the following reasons as long as the sick leave is approved by the Employee's supervisor or other designated management representative:

- a. Illness, injury or pregnancy related condition of the Employee.
- b. Exposure of an Employee to a contagious disease, as verified by a doctor's statement, which could be communicated to and jeopardize the health of other Employees.
- c. Examination of the Employee, including medical, psychological, dental or optical examination by an appropriate practitioner.

- d. To care for the illness, injury or pregnancy related condition of a member of the Employee's immediate family.
- e. Examination, including medical, psychological, dental, or optical examination for a member of the Employee's immediate family by an appropriate practitioner.
- f. Death of an immediate family member as more fully discussed in the article on Funeral Leave contained in this Agreement.

Section 5: For purposes of this Article, the definition of immediate family member is as follows: spouse (including domestic partner), mother, father, sister, brother, son, daughter, grandmother, grandfather, grandson, granddaughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, a legal guardian or person standing "in loco parentis."

Section 6: An Employee who was previously employed by any other public agency or political subdivision of the State of Ohio or who is re-appointed or reinstated shall be credited with the unused balance of his accumulated sick leave, provided that the time between separation and appointment by the County does not exceed ten (10) years and that written verification that is acceptable to the Employer is obtained by the Employee and provided to the Department of Human Resources.

Section 7: To be eligible for sick leave with pay, an Employee must report the reason for his absence to the employee's Supervisor or his/her designee at least three (3) hours prior to the start of the Employee's scheduled shift, except for unusual circumstances beyond the Employee's control. The telephone number to be called will be provided to all Employees.

Section 8: An Employee who needs sick leave shall be required to make a request through the County's electronic timekeeping system (currently MyHR) and to obtain approval of the Employee's supervisor in advance unless the need for leave was unforeseen whereupon the request should be completed immediately upon the Employee's return to work to explain the use of sick leave.

Section 9: If medical attention is required, a certificate from the Employee's licensed physician as to the Employee's fitness to perform the Employee's job duties may be required, at the discretion of the Employer, as a prerequisite to the Employee's return to work, if the Employee has been out sick for five (5) consecutive workdays. The certificate shall indicate that the Employee was under the physician's care and was advised by the physician to remain home from work and that the Employee is fit to resume the Employee's duties. In the case of injury, illness or pregnancy of an immediate family member, the certificate shall indicate that the family member was under a physician's care.

Section 10: The Employer may also require a medical certificate if an Employee is suspected of abusing sick leave as discussed in the Personnel Policies and Procedures Manual. In cases of suspected abuse, the Employer may notify the Employee of an ongoing obligation to provide a physician's statement for any future sick leave absences. Such obligation shall continue for six (6) months or until the Employer determines that the Employee is no longer engaging in a pattern of abuse, whichever is longer.

Section 11: Employees shall be responsible for knowing their sick leave balances and ensuring that they have adequate leave to cover their absences.

Section 12: At the discretion of the Department of Human Resources, sick leave donation may be permitted pursuant to the County's sick leave donation policy, if such a policy is maintained. Decisions regarding receipt or donation of paid sick leave shall not be subject to the grievance procedure.

ARTICLE 24: 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 subdivisions, to be paid in cash for twenty-five percent (25%) of his total unused accumulated paid sick leave. Such payment 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) eight hour days (240 hours).

ARTICLE 25: EXTENDED MEDICAL LEAVE OF ABSENCE WITHOUT PAY

Section 1: If an Employee or a member of the Employee's immediate family has an illness or injury and the Employee has used all of the Employee's paid sick leave, the County may grant an extended medical leave of absence without pay. Such leave may be granted for a period of up to six (6) months and may not be used in increments of less than two calendar weeks. As part of the request an Employee must submit a physician's certificate stating the probable time period and nature of the illness or injury. An Employee on extended leave of absence without pay does not earn sick leave or vacation credit. However, the time spent on an authorized extended leave of absence is to be counted in determining length of service for purposes of extended vacation eligibility or other purposes where longevity is a factor.

Section 2: An extended medical leave of absence without pay may also be granted to an Employee requiring a leave of absence resulting from circumstances from the Employee's pregnancy, or from the pregnancy of the Employee's spouse or domestic partner. Leave granted for this purpose are governed by the same duration and other terms as all other extended medical leaves of absence without pay.

Section 3: An Employee may be allowed to return to work prior to the expiration of an extended medical leave of absence, provided he/she has the approval of his/her supervisor and department head/superintendent and submits appropriate documentation of the Employee's fitness to report to work.

Section 4: Extended medical leave of absence without pay runs concurrently with Family and Medical Leave and Parental Leave.

Section 5: If an Employee is unable to return to work or to perform the essential functions of the Employee's job following the expiration of an extended medical leave of absence without pay, and the Employee is not entitled to or has exhausted Family and Medical Leave (FMLA), the Employee shall be placed on disability separation status and shall have reinstatement rights as governed by the Ohio Revised Code. Once placed on disability separation, the Employee's seniority and service credit no longer continue to accumulate. An Employee who is reinstated following a disability separation shall be placed at the rate of pay corresponding to the Employee's seniority at the time of separation.

ARTICLE 26: FUNERAL LEAVE

Section 1: In the event of the death of a member of his/her immediate family, an Employee shall be granted time off with pay, to be charged against his/her accumulated and unused sick leave not to exceed five (5) days.

Section 2: In the event of the death of a relative other than a member of his/her immediate family, an Employee shall be granted a leave of absence with pay, to be charged against his accumulated and unused sick leave, for one (1) day to attend the funeral if within the State of Ohio or two (2) days when the funeral is outside the State of Ohio. Any additional time off requested by the Employee is subject to the approval of CECOMS management. In the event the Employee has no sick, vacation or compensatory time, the Employee must request leave without pay.

Section 3: To be eligible for funeral leave, an Employee must attend the funeral, or other obligations related to the death and/or estate, etc., and the failure to do so or a misrepresentation of facts related to a funeral leave shall be proper cause for disciplinary action as well as forfeiture of pay for the time away from work.

Section 4: For the purposes of funeral leave, an Employee's "immediate family" shall include his spouse, mother, father, child, sister, brother, sister-in-law, brother-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandchild or legal guardian, or person who stands in place of a parent (loco parentis) or any other relative residing with the Employee.

ARTICLE 27: PARENTAL LEAVE

Section 1: The Employer may grant parental leave to an Employee upon the birth of the Employee's child as well as leave for adoptive parents not to exceed a total of three (3) months in a twelve (12) month period. The three (3) month period may be a combination of paid or unpaid leave consisting of paid sick leave, vacation, compensatory time, and/or unpaid leave. Employees shall be required to exhaust all paid sick leave and accumulated compensatory time off prior to being granted unpaid leave.

Section 2: Time taken under this Article shall apply as time taken under the FMLA for eligible Employees under the Act.

ARTICLE 28: ADMINISTRATIVE LEAVE

Section 1: The Employer may grant up to five (5) work days or forty (40) hours annually of administrative leave time without pay. To be eligible for administrative leave without pay Employees must obtain prior approval and must provide documentation of the need for leave. Administrative leave can only be granted when all accumulated paid time off (e.g., sick leave, vacation, and compensatory time) has been exhausted.

Section 2: Request for an administrative leave is made on the Employee Request for Leave form submitted to the Department of Human Resources with the regular bi-weekly time records and are submitted to the CECOMS Manager or designee for approval.

ARTICLE 29: COURT LEAVE AND JURY DUTY

Section 1: Court leave with pay shall be granted to Employees who are subpoenaed to appear before any court, commission, board or other legally constituted body authorized by law to compel the attendance of witnesses, where the matter is work related.

Section 2: Employees who are appearing before a court or other legally constituted body in a matter in which they are a party may be granted vacation time or leave of absence without pay for purposes of attending the hearing. Such instances could include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody, or appearing as directed by a court as parent or custodian of juveniles.

Section 3: Work related court appearances that are required outside of regular working hours shall be with pay, even if they occur on regular days off.

Section 4: Employees shall furnish proof by attaching a copy of the court notification or other formal documentation that is satisfactory to the Employer to the Request for Leave form.

Section 5: Court leave with pay shall be granted to Employees who are summoned for jury duty by a court of competent jurisdiction. Employees shall provide their supervisors with a copy of their jury duty summons.

Section 6: Any compensation or reimbursement for work related court appearances or for jury duty that is received by an Employee who is granted paid leave under this Article shall be remitted by the Employee to the CECOMS Manager or to the Employee's supervisor for transmittal to the County Fiscal Officer.

ARTICLE 30: MILITARY LEAVE

Employees shall be granted leaves of absence for military duty in accordance with federal and state law.

ARTICLE 31: VACATION LEAVE

Section 1: All regular full-time Employees shall be granted the following vacation leave with full pay each year based upon their length of County Service as follows:

<u>Service</u>	<u>No. Hours</u>	<u>Accrual Rate Per Pay Period</u>
1 year but less than 5 years	80	3.1 Hours per 80 in active pay status
5 years but less than 15 years	120	4.6 Hours per 80 in active pay status
15 years but less than 25 years	160	6.2 Hours per 80 in active pay status
25 years or more	200	7.7 Hours per 80 in active pay status

Section 2: An Employee becomes eligible to use vacation leave on his first anniversary date of employment.

Section 3: Vacation leave may be carried over from year to year, up to a maximum of three year's accrual. Once an Employee accumulates the maximum allowable accrual, the Employee has a period of one (1) year from the date in which the maximum balance was attained to use accrued time in excess of the allowable amount. Upon the end of the year period, any time over the maximum amount will be forfeited.

Section 4: An Employee or an Employee's estate will be paid for accrued but unused vacation leave upon termination of service with the County.

Section 5: Employee's shall not earn vacation for time spent on unpaid leave.

Section 6: If a recognized holiday falls within an Employee's vacation leave, the Employee shall receive an additional paid vacation day in lieu of the holiday.

Section 7: During the first quarter of each calendar year Employees will be given the opportunity to indicate on a form provided by the Employer their vacation leave preference. By May 1 of each year, a written vacation schedule (by department) will be prepared by the Employer (and individual written confirmation given to each Employee) with priority given to Employees according to their seniority. Once the posted vacation schedule is determined it shall not be changed without the consent of the involved Employee. Subsequently, Employees will be given vacation leave without regard to seniority based upon when the application is made.

Section 8: Part-time Employees are not eligible for vacation time, however, each year part-time Employees can request two (2) weeks when they will not be scheduled. A minimum of thirty (30) days' notice must be given for vacation scheduling. No more than two (2) Employees part-time and full-time can be on vacation at one time.

ARTICLE 32: HOLIDAYS

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

- 1) New Year's Day, 2) Martin Luther King Day, 3) President's Day, 4) Memorial Day, 5) Independence Day, 6) Labor Day, 7) Columbus Day, 8) Veteran's Day, 9) Thanksgiving Day, 10) Day After Thanksgiving and
- 11) Christmas Day.

Section 2: Holidays shall be observed on the actual days on which they fall.

Section 3: To be entitled to holiday pay, an Employee must be on the active payroll (i.e.; actually receives pay during the week in which the holiday falls).

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

Section 5: All full-time Employees who work on a holiday that is recognized by this Agreement shall receive one and one half times (1½) their regular rate of pay for all hours worked on the holiday in addition to their regular holiday pay as provided herein.

Section 6: All part-time Employees who work on a holiday that is recognized by this Agreement shall receive one and one half times (1½) their regular rate of pay for all hours worked on the holiday in addition to holiday pay equal to the number of hours actually worked on the holiday up to eight (8) hours.

Section 7: To be entitled to holiday pay, Employees must actually work the schedule workday before, and the scheduled work day after the holiday, unless absent due to vacation, funeral leave, jury duty, a bona fide illness (as determined by management), or serious injury.

ARTICLE 33: PERSONAL DAY

Section 1: Full-time Employees shall be entitled to (1) personal day to be used in eight hour increments per year, on a non-cumulative basis.

Section 2: Part-time Employees shall be entitled to (1) personal day to be used in (4) four hour increments per year, on a non-cumulative basis.

Section 3: Employees are limited to one (1) personal day during a twelve (12) month calendar year.

Section 4: Employees must provide the Employer with seven (7) days prior notice, and arrange for a replacement subject to the immediate supervisor's prior approval. No more than two (2) Employees part-time and/or full-time may use a personal day on the same day. Selection request will be based on seniority.

Section 5: If the request is made to the CECOMS supervisor prior to the twentieth (20th) day of the preceding month, Employees does not need to arrange for a replacement.

ARTICLE 34: FITNESS FOR DUTY EXAMINATION

Section 1: Where there is reasonable suspicion to believe that an Employee is using or soliciting illegal substances, or is under the influence of drugs or alcohol at work such Employee will be directed to report to a County designated health care provider, medical clinic or testing facility for a Fitness for Duty examination. A Fitness for duty Examination may also be required following accidents on County time.

Section 2: The examination will be performed on County time and at County expense and will involve appropriate testing, including but not limited to, possible urine or blood tests or breathalyzer examination as determined by the appropriate testing personnel.

Section 3: An Employee may be referred for Fitness for Duty screening if at least one (1) supervisor has a reasonable suspicion that the Employee is using or soliciting illegal substances or is under the influence of drugs or alcohol at work. Such determinations shall be made based only upon specific, objective facts and reasonable inferences drawn from those facts that the Employee is using or soliciting illegal substances or is under the influence of drugs or alcohol so as to endanger fellow Employees or otherwise adversely impact on the Employee's ability to perform his or her job duties.

Section 4: When a supervisor determines that he/she has a reasonable suspicion as stated above, the supervisor will complete a form which will be presented to the Department Of Human Resources the same day. If Human Resources determines that there is reasonable suspicion, Human Resources shall arrange for a Fitness for Duty examination and notify a Union steward or other representative prior to testing if the Employee requests.

Section 5: An Employee may also be referred for mandatory urine, blood or breathalyzer tests to determine substance abuse under the following circumstances

- A. As part of a disciplinary probation or last chance agreement for Employees who have violated the County's drug and alcohol rules; or

- B. For Employees returning from leaves of absence if they have given management a reason to suspect possible drug and/or alcohol abuse. Employees returning from a continuous leave of absence for any reason of six (6) months or more shall also be required to undergo a drug/alcohol test prior to returning to work.

Section 6: If requested an Employee shall be entitled to the presence of a Union Representative if one is available before drug/alcohol testing is administered. However, the unavailability of a Union representative shall not delay the prompt administration of a drug/alcohol test.

Section 7: If there are positive results following a urine test for drugs, a confirmation test will be used pursuant to standard laboratory practices. The laboratory or testing facility shall be responsible to ensure that there is a continuous chain of custody of any sample taken from an Employee. Specimen collection will occur in a medical or laboratory setting and every precaution shall be taken to insure that the procedures shall not demean, embarrass, or cause physical discomfort to the Employee. The Employer shall utilize facilities that follow applicable state, local and federal standards.

Section 8: The results of any Fitness for Duty drug/alcohol test will be kept confidential. Employees who test positive shall have the opportunity to review the test results and, if desired, a reasonable opportunity to rebut the results. Upon request, the Employer shall provide a copy of such results to the individual tested. Where urine or blood samples have been taken, the samples will be preserved for a reasonable period of time and Employees who test positive will have the opportunity to have these samples submitted to a reputable physician or laboratory of their choosing for re-testing at their expense.

Section 9: Employees who may be drug or alcohol dependent are encouraged to voluntarily seek professional assistance through a reputable treatment program. The County's Employee's Assistance Program (EASE) can provide counseling and referral. All records of Employees seeking medical rehabilitation from drug or alcohol dependency, either through EASE or otherwise, shall be kept strictly confidential. The EASE program does not supplant or alter the normal discipline and grievance procedure.

Section 10: Voluntary assistance should be sought before dependence affects job performance or endangers fellow Employees. Employees will not be disciplined for coming forward and admitting substance abuse problems - as long as they come forward before they have been notified that they are being required to take a Fitness for Duty examination.

Section 11: Any Employee who tests positive for drugs and/or alcohol must be given medical clearance by a qualified physician acceptable to the County before returning to work.

Section 12: The Employer expressly reserves the right to require that an Employee submit to a medical or psychological examination to determine whether the Employee is fit to perform the Employee's job duties. If the Employer has reasonable suspicion that an Employee is medically or psychologically unable to perform all required job duties, the Employer may relieve the Employee from duty. The Employer shall place the Employee on paid administrative leave and shall pay the cost of an appropriate examination by a qualified health care provider. If the health care provider determines that the Employee is not fit to perform the Employee's job, the Employee shall be relieved of duty until the Employee provides documentation that is acceptable to the Employer of the Employee's ability to return to work.

Section 13: If an Employee has been found to be unfit to perform the Employee's duties following a medical or psychological examination, time off may be charged to paid sick leave, or if paid sick leave is exhausted, to accrued vacation or compensatory time off. Such leave may be designated as FMLA leave at the Employer's initiative as permitted by law.

Section 14: An Employee who is relieved of duty under this Article must be given clearance by a qualified health care provider acceptable to the Employer before being permitted to return to work. Such clearance must certify that the Employee is able to perform all of the duties of the Employee's position (unless the Employee has a disability as defined by the Americans with Disabilities Act that can be reasonably accommodated).

Section 15: If there is a disagreement between the Employer's health care provider and the Employee's health care provider, a third health care provider shall be selected by mutual agreement between the two prior examiners. The third examination shall be paid for by the Employer and shall be final and binding and shall not be subject to the grievance procedure.

ARTICLE 35: UNIFORMS AND UNIFORM ALLOWANCE

Section 1: The initial uniform issue shall be completed by the Employee's 180th day. For the initial uniform issuance, the County shall provide four uniform shirts, four uniform pants, one badge, and one name plate.

Section 2: The Union shall be provided an opportunity to present input on any changes in uniforms that the County is considering, which may occur through the labor-management committee meetings.

Section 3: During the term of this Agreement, employees shall receive an annual uniform maintenance allowance of \$100.00 to be paid in January.

ARTICLE 36: SHIFT DIFFERENTIAL

Employees who work the evening shift or the night shift shall be paid an additional fifty cents (\$0.50) per hour. An Employee must work at least one (1) full hour. Shift differential shall not be paid for partial hours worked.

ARTICLE 37: WAGES

Section 1: Wages for employees on payroll at the time this Agreement is fully executed:

- a) Effective the first day of the first full pay period following April 1, 2013, the wage scale for Call-takers shall be increased by 2%.
- b) Effective the first day of the first full pay period following April 1, 2014, the wage scale for Call-takers shall be increased by 2%.
- c) Effective the first day of the first full pay period following April 1, 2015, the wage scale for Call-takers shall be increased by 2%.

Section 2. Wage Scale for Call-Takers Hired After Full Execution of this CBA:

Full Execution of CBA:	\$14.84	\$15.30	\$15.76	\$16.22
April 1, 2015:	\$15.14	\$15.61	\$16.08	\$16.54

Section 3. Wage Scale for Emergency Dispatchers

Full Execution of CBA:	\$18.22	\$18.95	\$19.71	\$20.50
April 1 2015:	\$18.58	\$19.33	\$20.10	\$20.91

Section 3: Existing Employees shall advance to the next step on the wage scale annually on the first day of the pay period following their anniversary date until the maximum pay range is reached.

Section 4: New Employees shall be paid at Step 1 of the pay range. Unit Employees shall advance to Step 2 beginning on the first day of the pay period following their job anniversary date and so forth at annual intervals until the maximum rate of the pay range is reached.

ARTICLE 38: HEALTH INSURANCE

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

Section 2: Effective the first pay-period following full execution of this Agreement, bi-weekly employee contributions for medical, prescription drug, and ancillary (dental and vision) benefits shall be determined as follows:

- A) METROHEALTH PLAN: The County shall offer a plan through the MetroHealth System at no bi-weekly cost to employees.
- B) OTHER PLANS: The Employer shall pay 90% of plan costs and the employees shall pay 10% of plan costs.
- C) DENTAL AND VISION The Employer shall pay 90% of plan costs and the employees shall pay 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: 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 exclusions. Deductibles and co-insurance shall be effective August 1, 2014.

Section 5: The Employer may implement or discontinue incentives for employees to participate in Employer sponsored wellness programs, including, but not limited to, the right to offer the opportunity to reduce employee contributions through participation in wellness programs as determined by the Employer.

Section 6: The Employer may offer incentives to encourage use of low cost providers/plans (including HSA plans) which may be discontinued or modified by the Employer in future plans years with notification to the Union.

Section 7: A waiting period of no more than 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 8: Implementation following negotiations: an open enrollment period for medical benefits shall occur in July 2014. Employees who do not make a selection will default to the MetroHealth Plan. The County shall make a good-faith effort to also allow employees to change their flexible spending account allocation during the open enrollment period provided for in this section.

ARTICLE 39: JOB VACANCIES

The County reserves the right to post both internally and externally any vacant positions and fill the position with the desired applicant that meets the desired qualifications. CECOMS Employees will be given first consideration.

All Employees in the bargaining unit desiring a vacant position shall apply through the posting procedure and shall be granted an interview for consideration for the vacancy.

ARTICLE 40: LAYOFFS/RECALLS

Section 1: When the Employer determines that a layoff or job abolishment is necessary, the Employer shall notify the least senior Employee(s) in the affected job classification and the Union at least fourteen (14) calendar days in advance of the effective date of such layoff. If the Union requests, the parties shall meet to discuss the Employer's action.

Section 2: The Employer shall determine when a layoff will occur. Affected Employees will be laid off in accordance with their bargaining unit seniority. In the event that more than one Employee has the same date of hire, seniority will be determined by alphabetical listing of their last name with "A" being the highest and "Z" being the lowest in seniority on the initial date of hire.

Section 3: If a layoff occurs, full-time Emergency Dispatchers may exercise their bargaining unit seniority to bump the least senior full-time call-taker. Affected full-time employees may also bump part-time employees in their own job classifications with less bargaining unit seniority.

Section 4: 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) months.

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

Section 6: The recall Employee shall have 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 their intention to return to work. The Employee shall have three (3) additional days to report for duty unless a later date for returning to work is otherwise specified in the notice.

ARTICLE 41: BULLETIN BOARD

The County shall provide the Union with a bulletin board at a mutually selected location, provided that:

1. No notice or other writing may contain anything political or critical of the County or any other County official or any other institution or any Employee or other person.
2. All notices or other material posted on the bulletin board must be signed by an official representative of the Union.

ARTICLE 42: SUCCESSOR CLAUSE

Should the Employer effectively change the appointing authority or should the Division come under a different department, this Agreement shall remain in effect through the duration herein.

ARTICLE 43: FINAL/ENTIRE AGREEMENT

This Agreement shall finally dispose of all demands of the Union which have heretofore been made or which might be or have been the subject of collective bargaining, whether or not within the knowledge or contemplation of the parties and, therefore, any legal obligation to bargain with respect to any matter which is or may be the subject of collective bargaining is hereby expressly waived by each of the parties hereto, except during the period following the giving of sixty (60) days' notice prescribed in the duration Article herein. It is the intention of the parties that their entire relationship shall be governed solely by this Agreement. Unless specifically and expressly set forth in the express written provisions of this agreement, all rules, regulations and practices previously and presently in effect may be modified or discontinued at the sole discretion of the employer. This section alone shall not operate to void any existing or future Ohio Revised Code statutes or rules of the Ohio Administrative Code.

ARTICLE 44: MODIFICATION

This Agreement supersedes all other contracts, or understandings, written or unwritten, heretofore existing between the parties regarding wages, hours and terms and conditions of employment. No provision contained in this Agreement shall be modified or altered unless approved by Cuyahoga County and signed by officers of the Union. Amendments and modifications of this Agreement may be made by mutual written agreement of the parties to this contract.

ARTICLE 45: SAVINGS CLAUSE

If a tribunal of competent jurisdiction should find any provision of this Agreement not to be in conformity with the law and such provision is rendered or declared invalid, the remainder of this Agreement will not be affected thereby and shall remain in full force and effect.

ARTICLE 46: DURATION

This Agreement shall be and remain in full force and effect from April 1, 2013 through March 31st, 2016, inclusive, and thereafter from year to year; provided that this Agreement will terminate at the expiration of the initial term or any renewal term if either party gives written notice to the other of its desire for termination or modification at least sixty (60) days before such expiration date and if such notice is given, this Agreement shall remain in full force and effect after such expiration date until a new Agreement has been negotiated and signed.

SIGNATURES

The parties hereby acknowledge and warrant that they understand and agree to all of the terms of this Agreement and they affix their signatures below to indicate their assent to all terms:

FOR THE OPBA:

FOR CUYAHOGA COUNTY:



OPBA Attorney



Edward FitzGerald, County Executive

OPBA Director

1:30 PM
GUAL

Side Letter of Agreement on Emergency Dispatch Program

Parties: County of Cuyahoga ("County") and the Ohio Patrolmen's Benevolent Association ("OPBA").

Factual Background: Cuyahoga County is initiating a program with at least one local political subdivision for the purpose of providing primary emergency dispatching services. This program is a step toward the establishment of a County regional dispatch center providing primary dispatch services. To this end, the County will establish a new job classification, entitled "Emergency Dispatcher", to provide primary emergency dispatch services. The County and the Union desire that the employees in the CECOMS bargaining unit be given an opportunity to staff the program and thereafter the regional dispatch center if and when it is established.

Terms:

- 1) The County will create a new CECOMS Emergency Dispatcher job classification. The County shall have sole discretion to determine the job duties and job qualifications for this new classification and to determine the number of Emergency Dispatcher positions it will establish.
- 2) The Parties will submit a joint petition to the State Employment Relations Board to amend the certification of the existing bargaining unit to include the Emergency Dispatcher classification.
- 3) The Parties will negotiate over the rate of pay for the Emergency Dispatcher classification and other terms and conditions of employment as required by state law. Pursuant to the Parties' Mutually Agreed Upon Dispute Resolution Agreement, if an agreement on terms and conditions is not reached, the Parties shall proceed to fact-finding no later than June 1, 2014.
- 4) Initially, the County will establish temporary Emergency Dispatcher positions for the program. These temporary positions shall be for a period up to the expiration of the 2013-2016 Collective Bargaining Agreement of the Parties. Employees selected for these positions will be paid at the negotiated Emergency Dispatcher rate upon the commencement of emergency dispatching duties. However, employees taking an extended leave of absence, defined as more than ten consecutive working days, shall be reduced back to their Emergency Call-Taker positions for the entire period of the leave and be paid accordingly. Upon return, they shall be placed back into the Emergency Dispatcher classification.
- 5) If additional temporary positions for Emergency Dispatcher are created as part of the program, they shall be filled in accordance with the provisions of this Agreement.

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- 6) The County will establish a selection process first from among non-probationary bargaining unit employees for the temporary positions. If there are insufficient non-probationary employees, the County may select from other employees or may seek external candidates.
- 7) The selection process shall include, but is not limited to, the following:
 - a. One or more on-line test(s), pencil and paper test(s), and/or structured interview(s).
 - b. An internal posting that will be placed at CECOMS for a period of seven calendar days.
- 8) Employees failing to file a bid with the Manager of CECOMS in writing by the end of the posting period shall not be eligible for a temporary position, unless the County determines that an extension of the posting period is warranted.
- 9) Selection for the temporary positions shall be made on the basis of work record (e.g. attendance, disciplinary and performance record), education, training, skill, ability, experience, and performance on the test(s) and/or interview(s) as determined by the County. If two candidates are substantially equal, seniority shall be the tie-breaker. Selection decisions for the temporary Emergency Dispatcher positions shall not be grievable.
- 10) The Parties understand that the success of the program is vital to the creation of a permanent emergency dispatch center and to the creation of permanent Emergency Dispatcher jobs at the County. Therefore, for a period of twelve months beginning on the first date of placement into the position, if an employee in a temporary Emergency Dispatcher position is not successfully completing required training, is not performing his/her job duties to the satisfaction of the County, or has engaged in misconduct, the County shall have sole discretion to return the employee back to his/her original classification and such action shall not be grievable. An employee, who is disciplined in lieu of, or in addition to, returning to the Call-Taker classification, retains the right to file a grievance regarding the disciplinary action only, not the decision to return him/her back to the Call-Taker classification.
- 11) The County retains the right to assign CECOMS non-bargaining personnel to assist with any work performed by the temporary Emergency Dispatchers.
- 12) When the County creates permanent Emergency Dispatcher positions, the employees who served in good standing in the temporary positions as provided herein, shall be considered first.

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- 13) This Side Letter of Agreement contains the entire agreement among the parties regarding the temporary Emergency Dispatcher positions and no other promise, term or condition shall be binding unless it is set forth in writing and is signed by all parties.
- 14) Nothing in this Agreement is intended to limit the management rights of the County provided in O.R.C. § 4117.08(C) or the Collective Bargaining Agreement.
- 15) If the County discontinues emergency dispatch services, the temporary emergency dispatchers shall be returned to their Emergency Call-Taker positions.

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:

For the OPBA:


Edward FitzGerald,
County Executive


Daniel Leffler,
OPBA Attorney

Date: _____

Date: 3/21/14


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