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AGREEMENT

BETWEEN

THE METROHEALTH SYSTEM

AND

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

Effective July 1, 2013 through June 30, 2016

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ARTICLE I

PREAMBLE

1.01 This Agreement is hereby entered into by and between The MetroHealth System (hereinafter referred to as the "Hospital") and the Ohio Patrolmen's Benevolent Association (hereinafter referred to as the "OPBA").

1.02 The parties, having engaged in discussions for the purpose of establishing harmonious employment relationships, acknowledge that this Agreement is designed to provide a fair and reasonable method by which employees covered by this Agreement can participate through their exclusive bargaining agent in the establishment of wages, hours, terms and other conditions of their employment and to establish an orderly procedure for the resolution of differences between the Hospital and the members of the bargaining unit. As a result, the parties have agreed as follows:

A. The principles of productivity and quality of work performance are essential for the continuation of employment, fair wages and benefits and good working conditions for bargaining unit employees;

B. The organization and operation of the Hospital differ from that in the private sector and that the Hospital-OPBA relationship may have differences and similarities to management-union relationships in private industry;

C. It is in the best interest of all parties to promote effective, respectful and trusting relations between the Hospital and the OPBA;

D. It is the Hospital's paramount responsibility to properly care for patients without interruption and interferences; and

E. This Agreement totally integrates all wages, hours, terms and conditions of employment existing between the parties.

1.03 The parties intend this Agreement to supersede any Ohio Revised Code provisions on these subjects. In addition, this Agreement (including any and all exhibits, riders and attached letters) supersedes all prior agreements (including any and all exhibits, riders and attached letters). Where this Agreement is silent on a wage, hour, term or condition of employment, applicable law applies.

ARTICLE II

PURPOSE

2.01 The purpose of this Agreement is to provide a fair and responsible method of enabling employees covered by this Agreement to participate, through union representation, in the establishment of wages, hours, terms and conditions of their employment and to establish a peaceful procedure for the resolution of all differences between the parties (including all bargaining unit employees), subject to the laws of the United States, the State of Ohio, and subject at all times to the paramount responsibility of the Hospital to care properly for patients, without interruption or interference.

ARTICLE III

RECOGNITION

3.01 The Hospital agrees to recognize the OPBA as the exclusive representative for all employees in the job classifications of Patrolman and Corporal for the purpose of establishing rates of pay, wages and salaries, hours of work and other terms and conditions of employment. This Agreement shall not apply to casual or temporary (90 days or less) employees (e.g. PRN Officers), nor to the Director, Assistant Director, dispatchers, management employees, professional employees, supervisors and all others.

3.02 The Hospital will furnish the OPBA with a list of all employees in the job classification covered by this Agreement indicating their starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of all new employees as hired.

ARTICLE IV

DUES DEDUCTION

4.01 During the term of this Agreement, the Hospital shall deduct initiation fees, assessments levied by the OPBA and the regular monthly OPBA dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions.

4.02 The initiation fees, dues or assessments so deducted shall be in the amounts established by the OPBA from time to time in accordance with its Constitution and Bylaws. The OPBA shall certify to the Hospital the amounts due and owing from the employees involved. The Hospital shall deduct dues, initiation fees or assessments from the first pay in each calendar month. If an employee has no pay due on that pay date, such amounts shall be deducted from the next or subsequent pay.

4.03 A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall be tendered to the treasurer of the OPBA within thirty (30) days from the date of making said deductions.

4.04 The OPBA hereby agrees to hold the Hospital harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the OPBA shall indemnify the Hospital for any such liabilities or damages that may arise.

4.05 All non-probationary bargaining unit employees who are not members of the OPBA shall either become members of the OPBA or pay a fair share fee to the OPBA as a condition of employment. The fair share fee amount shall be certified to the Hospital by the Treasurer of the OPBA. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. Payment to the OPBA of the fair share fee shall be made in accordance with the regular dues deductions as provided herein.

ARTICLE V

MANAGEMENT RIGHTS

5.01 Nothing in this Agreement shall be construed as delegating to others the authority conferred by law upon the Hospital to manage and conduct the operations of the Hospital or in any way abridging or reducing such authority.

5.02 The OPBA recognizes that except as specifically limited by explicit provision of this Agreement, the Hospital shall have the exclusive right to manage the operations, control the premises, direct the working forces, and to maintain efficiency of Hospital operations.

5.03 Specifically, the Hospital's exclusive management rights include, but are not limited to, the right to hire, discipline and discharge for just cause, lay off, and promote; to promulgate and enforce reasonable rules and regulations; to reorganize, discontinue, or enlarge any department or division; to transfer employees (including the assignment and allocation of work) within departments or to other departments; to introduce new and/or improve equipment, methods, and/or facilities; to determine work methods and work assignments; to determine the size and duties of the work force and judge competency; to establish, modify, consolidate, or abolish jobs (or classifications); to determine staffing patterns, including, but not limited to, the assignment of employees as to numbers employed, duties to be performed, qualifications required, and areas

worked; to transfer or subcontract work except as limited by Article XXXV; to determine all policies and procedures related to patient care and the manner in which Hospital patients and visitors are served; and to carry out the ordinary and customary functions of management, subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided herein.

5.04 In addition, unless otherwise restricted by an express term of this Agreement, all rights are exclusively reserved by the Hospital. Further, the exercise of any enumerated or reserved management right shall not be the subject of negotiation during the term of this Agreement, except as provided by this Agreement, either with respect to the decision or its effects.

ARTICLE VI

NON-DISCRIMINATION

6.01 Both the Hospital and the OPBA recognize their respective responsibilities under federal and state civil rights laws, fair employment practice acts, and other similar constitutional and statutory requirements. Therefore, both parties hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, age, sex, handicap or veteran status.

6.02 Both the Hospital and the OPBA recognize the right of all employees and all applicants for employment to be free to join the Union and to participate in lawful concerted Union activities. Therefore, both parties agree that there shall be no discrimination, interference, restraint, coercion, or reprisal by the Hospital or the OPBA against any employee or any applicant for employment because of Union membership or because of any lawful activity in an official capacity on behalf of the Union.

6.03 The OPBA expressly agrees that membership in the OPBA is at the option of the employee and that it will not discriminate with respect to representation between members and non-members.

6.04 The Hospital has adopted and enforced a longstanding Equal Employment Opportunity policy to insure non-discriminatory policies and practices in all facets of employment and personnel actions and to maintain a work environment free of sexual harassment. The Hospital and OPBA agree that employees shall be encouraged to utilize the Hospital's internal policies and procedure for handling complaints of violations of the Hospital's EEO or Sexual Harassment policies.

ARTICLE VII

GENDER AND PLURAL

7.01 Whenever the context so requires, the use of the words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter genders shall be construed to include all of said genders. By the use of either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE VIII

OBLIGATION TO NEGOTIATE

8.01 The Hospital and the OPBA acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

8.02 Therefore, for the life of this Agreement, the Hospital and the OPBA each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the contemplation or knowledge of either of the parties at the time they negotiated and signed this Agreement.

ARTICLE IX

NO STRIKE

9.01 The Hospital and the OPBA subscribe to the principle that any and all differences arising under this Agreement should be resolved by peaceful and appropriate means without any interruption of the Hospital programs and operations. The OPBA shall not, directly or indirectly, call, sanction, encourage, finance and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike, sympathy strike, slowdown, walkout, work stoppage, picketing, or interference of any kind at any operation or operations of the Hospital for the duration of this Agreement. Further, the OPBA agrees that after the expiration of this Agreement it shall not directly or indirectly call, sanction, encourage, finance, and/or assist in any way, any strike, sympathy strike, slowdown, walkout, work stoppage, picketing, or any interruption or interference of any kind with the normal operations of the Hospital, except as provided by and in conformance with the Ohio Public Employee Collective Bargaining Act, and after negotiating impasse has been reached.

9.02 Violations of this Article shall be proper cause for discharge or other disciplinary action.

9.03 The OPBA shall at all times cooperate with the Hospital in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of Section 9.01. In the event any violation of Section 9.01 occurs, the OPBA shall immediately notify all employees that the strike, slowdown, picketing, work stoppage, or other interference at any operation or operations of the Hospital is prohibited and is not in any way sanctioned or approved by the OPBA. Furthermore, the OPBA shall also immediately advise all employees to return to work at once.

9.04 The Hospital shall not lock out any employees for the duration of this Agreement, except as provided by and in conformance with the Ohio Public Employee Collective Bargaining Act.

ARTICLE X

ASSOCIATION REPRESENTATION

10.01 The OPBA shall select and designate four employees to act as OPBA representative for the purpose of processing grievances under the Grievance Procedure. The OPBA shall designate two alternate representatives who shall act as the OPBA representative when the designated representative is absent from work.

10.02 The OPBA will provide the Hospital with a list of the designated OPBA representatives and the alternates and advise the Hospital in writing of any changes thereto.

10.03 The parties recognize that it may be necessary for the designated OPBA representative to leave a normal work assignment while acting in the capacity of representative. The OPBA recognizes the operational needs of the Hospital and will cooperate to keep to a minimum the time lost from work by representatives.

Before leaving an assignment pursuant to this section, the OPBA representative must obtain approval from the supervisor in charge of the shift; then the Hospital will compensate a representative at the normal rate for the time spent in the good-faith processing of grievances at any meetings at which the Hospital or employee requests a representative to be present and to which the OPBA representative is entitled to be present under this Agreement. All other time away from work will be without pay. The parties shall endeavor to conduct all labor-management matters at the facility which is affected.

ARTICLE XI

DISCIPLINE

11.01 Disciplinary action taken by the Hospital against an employee shall only be for just cause. An employee suspected of misconduct will be apprised of the nature of the misconduct along with any allegations prior to being questioned or disciplined.

11.02 A non-probationary employee who is suspended, demoted or discharged shall be given written notice stating the reasons for the disciplinary action. The employee shall also be provided with a copy of all evidence in the Hospital's possession pertaining to the discipline upon request. The employee shall be informed of the right to confer with the designated OPBA representative.

11.03 The parties recognize that it is important that employee complaints of unjust suspension or discharge be handled promptly. Therefore, all such disciplinary actions taken are reviewable through the Grievance Procedure.

11.04 A probationary employee may be disciplined or discharged at the sole discretion of the Hospital and shall have no recourse to the Grievance Procedure.

11.05 When imposing discipline on a current charge, the Hospital will not take into account any prior infractions which occurred more than eighteen (18) months previously or twenty-four (24) months previously for disciplinary suspensions of five (5) days or greater. Further, the Hospital will not use any records of such prior infractions in any grievance or arbitration hearings.

11.06 Any suspension shall be for a specific number of consecutive days on which the employee would be regularly scheduled to work.

11.07 In the event a citizen complaint shall result in formal disciplinary action against an employee said employee shall, upon written request, be given a copy of the complaint and the name of the complainant.

ARTICLE XII

EMPLOYEES' RIGHTS

12.01 An employee has the right to the presence and advice of the OPBA representative at all disciplinary interviews. Provided, however, an employee shall have no right to such representation during routine supervisory, instructional or directory encounters with management. In the event an OPBA representative is unavailable, a disciplinary interview will not be delayed more than twenty-four (24) hours.

12.02 An employee may have access to his personnel file consistent with current (or revised) Hospital policy and applicable law. An employee may add memoranda to his personnel file for purposes of clarifying any material in the file.

12.03 The principles of corrective action will be followed with respect to minor offenses. The progression, where appropriate, will at least include an oral reprimand, a written reprimand, and a suspension for the same or related offenses prior to dismissal. Progression in discipline may

also result even where offenses are unrelated if the extent of prior discipline warrants the conclusion that the employee is a chronic offender.

12.04 In the course of an internal investigation, a polygraph examination will be administered only with the consent of the employee under investigation. If, in the course of an internal investigation, an employee has been given a polygraph examination, such examination shall not be used in any subsequent court action. Any refusal to submit to a polygraph shall not constitute an admission of guilt.

12.05 All complaints that may result in discipline shall be reduced to writing by the Hospital. Allegations or complaints of misconduct made against an employee shall not be placed in an employee's personnel file without an investigation and an opportunity for the employee to respond to the complaint. Results of any such investigation shall be included with the complaint in the personnel file.

12.06 An employee may examine his personnel file, upon request, and may receive copies of any items contained therein, upon request. An employee will be requested to sign a reprimand to acknowledge receipt of a copy, which shall not signify that the employee agrees with the contents of the reprimand.

12.07 Before an employee may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, he shall be advised that such conduct, if continued, may be made the basis for a charge, except that no employee shall be charged with insubordination where such refusal is premised on his exercise of the right to representation as afforded to him under this Article.

ARTICLE XIII

GRIEVANCE PROCEDURE

13.01 A grievance is a dispute or difference between the Hospital and the OPBA, or between the Hospital and an employee, concerning the interpretation and/or application of any provision of the Agreement, including all disciplinary actions, and when any such grievance arises, the following procedure shall be observed:

- (a) Except at Step 1, all grievances shall be in writing and include the name and position of the grievant, the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place, the identity of the party responsible for causing the said grievance, if known to the grievant; and a general statement of the nature of the grievance and the redress sought by the grievant.
- (b) Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the OPBA representative.
- (c) Any grievance in Steps 1 through 3 which is not processed in a timely manner by the employee or the OPBA shall be considered withdrawn. Any grievance in Steps 1 through 3 which is not processed in a timely manner by the Hospital shall be deemed to have been appealed to the next step. The Hospital and the OPBA may, by mutual agreement, waive any steps in the grievance procedure in order to expedite the processing of a grievance.
- (d) The Grievance Procedure set forth herein shall be the exclusive method of reviewing and settling grievances between the Hospital and the OPBA and/or between the Hospital and an employee(s), and by this procedure, the OPBA and employees waive the right to litigate or resolve such grievances in any other forum or by any other procedure. The decision of the Arbitrator and all grievance settlements reached by the OPBA and the Hospital shall be final, conclusive and binding on the Hospital, the OPBA and the employees. A grievance may be withdrawn by the OPBA at any time.
- (e) The preparation of grievances shall not be conducted during working time. The processing of grievances shall be allowed in accordance with Article X. All meetings required under this procedure shall normally be held during non-working time, unless otherwise agreed by the OPBA and the Hospital. If so agreed, any meeting required under this procedure held during the working hours of the involved parties shall not result in any loss of pay or benefits.

- (f) For all steps up to Step 3, the OPBA representative shall be an employee of the Hospital who is a member of the OPBA bargaining unit.
- (g) Probationary employees shall not have the right to utilize the provisions of the Grievance Procedure for the purpose of grieving disciplinary actions, probationary removals or layoffs.
- (h) Grievances protesting discharges may be initiated at Step 3 of the Grievance Procedure.

13.02 All grievances shall be administered in accordance with the following steps of the Grievance Procedure:

Step 1

An employee who has a grievance shall take it up orally with his immediate supervisor, either alone or accompanied by his OPBA representative if the employee so wishes, within seven (7) calendar days after the events upon which his grievance is based, with the objective of resolving the matter informally, and the supervisor shall give his answer to the employee or his OPBA representative, if the OPBA representative was present during the Step 1 meeting, within seven (7) calendar days after the meeting.

Step 2

If the employee's grievance is not satisfactorily settled at Step 1, the grievance may, within five (5) calendar days after receipt of the Step 1 answer, be reduced to writing and filed with the Department Director at the applicable facility on a Grievance Form setting forth the complete details of the grievance and be dated and signed by the employee and his OPBA representative. At the request of the OPBA representative, the Department Director, Manager or Chief of Security at the applicable facility (or his designee if the Department Director, Manager or Chief of Security is absent) shall meet with the OPBA representative and the grievant within seven (7) calendar days after the written grievance has been filed, and a written answer shall be given to the OPBA representative within seven (7) calendar days after the Step 2 meeting.

Step 3

If the grievance is not satisfactorily settled at Step 2, the OPBA representative may, within five (5) calendar days after the receipt of the Step 2 answer, appeal in writing to the Director Employee & Labor Relations. Copies of the written decisions shall be submitted with the appeal. The Union shall provide management an agenda of 3rd Step grievances fourteen (14) days in advance of the 3rd Step meeting the Director or his designee shall convene a meeting within fourteen (14) calendar days of the receipt of the appeal. The meeting will be held with the grievant and/or his OPBA representative. The Director or his designee shall issue a written decision to the OPBA representative within eighteen (18) calendar days from the

date of the meeting. If the grievance is not settled with the decision at Step 3, OPBA may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

13.03 Grievance Mediation

Section 1.

(a) All grievances which have been appealed to arbitration will be referred to mediation unless either party determines not to mediate a particular grievance. Arbitration scheduling will give priority to cases which have first been mediated.

(b) The parties shall mutually agree to a panel of five (5) mediators to serve in the capacity of grievance mediators. Panel members must be experienced mediators and/or arbitrators with mediatory skills. Mediation panel members may not serve as arbitrators.

(c) Each member of the mediation panel will be asked to provide a schedule of available dates and cases will be scheduled in a manner which assures that the mediator will be able to handle multiple cases on each date unless otherwise mutually agreed. The parties agree not to hear more than five (5) cases a day. Mediation shall be scheduled on a rotating basis among the panel members to the extent the mediator is available and his/her schedule allows.

(d) Representatives designated by each party shall have the right to be present at the mediation conference. Each party will have a representative vested with full authority to resolve the issues being considered. The Hospital shall be represented by Human Resources' representatives and applicable management representatives.

(e) The mediator may employ all of the techniques commonly associated with mediation, including private caucuses with the parties, but the taking of oaths and the examination of witnesses shall not be permitted and no verbatim record of the proceeding shall be taken. The purpose of the mediation effort is to reach a mutually agreeable resolution of the dispute and there will be no procedural constraints regarding the review of facts and arguments. There shall be no formal evidence rules. Written materials presented to the mediators will be returned to the party at the conclusion of the mediation hearing.

(f) Mediation efforts will be informal in nature and shall not include written opinions or recommendations from the mediator. In the event that a grievance that has been mediated is appealable to arbitration, there shall be no reference in the arbitration proceeding to the fact that a mediation conference was or was not held. Nothing said or done by the mediator may be referenced or introduced into evidence at the arbitration hearing. Nothing said or done by either party for the first time in the mediation conference may be used against it in arbitration.

(g) At the mediation conference the mediator shall first seek to assist the parties in reaching a mutually satisfactory settlement of the grievance which is within the parameters of the collective bargaining agreement. If a settlement is reached, a settlement agreement will be entered into at the mediation conference. The mediator shall not have the authority to compel the resolution of a grievance.

(h) If a grievance remains unresolved at the end of the mediation session, the mediator will provide an oral advisory opinion as to how the grievance is likely to be decided if it is presented at arbitration. This opinion is non-binding and inadmissible in any subsequent arbitration proceeding.

(i) The dates, times and places of mediation sessions will be determined by mutual agreement of the parties. Each party shall designate a representative responsible for scheduling mediation sessions.

Section 2. The fees and expenses to be charged by mediation panel members shall be negotiated between the panel participants and the parties. Fees and expenses for grievance mediation shall be shared equally by the parties.

The time limits set forth in the grievance procedure shall, unless extended by mutual written agreement of the Hospital and the Union, be binding and any grievances not timely presented, or timely processed thereafter, shall not be arbitrable. Further, the Hospital is obligated to respond to grievances at all steps of the grievance procedure in a timely manner, and repeated failure of any Hospital supervisor or management official to comply with this obligation will create a policy grievance for appropriate corrective action (including resolution of a late answered grievance in favor of the grievant). In addition, the failure of the Hospital to provide a timely response to a grievance at Step 3 of the Grievance Procedure will result in settlement of the grievance in favor of the grievant.

There shall be a monthly meeting of the Hospital and the Union at a time mutually agreeable. The purpose of such meeting will be (a) to discuss matters of mutual interest relating to the employees covered by this Agreement and (b) to consider grievances pending at Step 3 of the grievance procedure.

ARTICLE XIV

ARBITRATION PROCEDURE

14.01 In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within fourteen (14) calendar days after the rendering of the decision at Step 3, the OPBA may submit the grievance to arbitration by requesting the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators and will choose one by the alternative strike method.

14.02 In the event a grievance goes to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of grievances as to the interpretation and/or application of the provisions of this Agreement (including disciplinary actions to the extent permitted herein), and/or compliance

with the provisions of this Agreement, and in reaching his decision the arbitrator shall have no authority (1) to add to or subtract from or modify in any way any of the provisions of this Agreement; (2) to pass upon issues governed by law; or (3) to make an award in conflict with law. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case to him, unless otherwise agreed to by the parties.

14.03 The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

14.04 All decisions of arbitrators consistent with Section 14.02 and all pre-arbitration grievance settlements reached by the OPBA and the Hospital shall be final, conclusive and binding on the Hospital, the OPBA and the employees.

14.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the arbitration. 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.

14.06 An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of bargaining unit employees in attendance exceed three (3) employees. Any necessary witness shall not lose any regular straight-time pay for time off the job while attending any arbitration proceeding.

ARTICLE XV

PROBATIONARY PERIOD

15.01 New full-time and new part-time employees shall be considered to be on probation for a period of one (1) year, and during such probationary period the Hospital shall have the sole right and discretion to discipline or discharge such employees. Such actions of the Hospital during

this period shall not be reviewable through the Grievance Procedure or otherwise affected by this Agreement.

ARTICLE XVI

SENIORITY

16.01 Seniority for employees shall be the length of service as a Patrolman with the Hospital. An employee shall have no seniority for the probationary period, but upon completion of the probationary period, seniority shall be retroactive to the beginning of the probationary period.

16.02 Seniority shall be broken (or terminated) when an employee:

- (a) quits or resigns;
- (b) is discharged for just cause;
- (c) is laid off for more than twenty-four (24) consecutive months;
- (d) is absent without leave for three (3) or more work days, unless proper excuse for the absence is shown;
- (e) is absent without leave for three (3) or more work days and fails to give notice of the reasons for such absence within such three (3) day period, unless the failure to give notice was beyond the reasonable control of the employee;
- (f) fails to report for work when recalled from layoff within fourteen (14) calendar days from the date on which the Hospital sends the employee notice via certified mail (to such employee's last known address as shown on the Hospital's records), unless satisfactory excuse is shown. Employees are responsible for notifying the Hospital of any change in their address; or
- (g) is on an authorized leave of absence for a period of twenty-four (24) consecutive months from the last day worked.

ARTICLE XVII

HOURS OF WORK

17.01 The regular workweek for all full-time employees shall be forty (40) hours per week in five (5) eight (8) hour days, excluding time allowed for meals. This shall not be construed as a

guarantee of hours of work per day or per week and the Hospital reserves the right, as operational needs and conditions require, to establish and change hours of work and schedule of hours. If it should ever become necessary to reduce the regular workweek below forty (40) hours, the Hospital will, before implementing such decision, first meet with the OPBA to discuss the situation and attempt to work out an equitable solution to the problem.

17.02 Employees shall be allowed thirty (30) minutes per shift for a meal break, which shall be unpaid. In the event the employee's meal break is interrupted due to an emergency, the time lost will be made up before the end of the shift. To the extent possible, it shall be made up immediately after the interruption.

17.03 Employees shall be allowed two (2) paid fifteen (15) minute break periods per regular workday. The break periods will be scheduled by the Department Director at the convenience of the Department.

17.04 It is the intent of the Hospital to resolve work scheduling of all employees on as fair and equitable a basis as is practicable, and the Hospital and the OPBA shall meet to attempt to resolve any inequitable scheduling of weekend work, days off, shifts and holiday work. Furthermore, the parties shall discuss changes in any existing work schedules at each Labor-Management Committee meeting. The Hospital will make a good-faith effort to do the following:

- (a) Schedule employees off for as many weekends as possible;
- (b) Schedule employees for consecutive days off on a rotating basis;
- (c) Maintain regular shifts at MetroHealth Medical Center. Further, the Hospital may rotate shifts and/or assign employees to other shifts for the purpose of training new employees or filling vacancies which may arise by terminations, resignations, leaves of absence, including vacation, etc.

It is understood that the Hospital's scheduling obligations regarding weekends off, consecutive days off, regular shifts and holiday work are all subject to the operational needs of each location, and practices regarding these items may vary depending on location.

Employees newly hired into the classification of Patrolman may be assigned to any shift(s) during their probationary period for training purposes. Non-probationary Patrolmen may be temporarily reassigned to a different shift for up to thirty (30) days for purposes of retraining.

In no event will employees be assigned to a shift for disciplinary reasons.

ARTICLE XVIII

SHIFT PREFERENCE

18.01 Where regular shifts are maintained, shifts in conjunction with assignment location, as defined by the Hospital, shall be selected once every twelve months by a bidding process based on job-classification seniority with the most senior employee selecting first. This procedure will proceed down to the employee with the least amount of job-classification seniority, who shall have the last selection.

New schedules identifying the location and hours of work shall be posted at least ten (10) days prior to bidding. Bidding shall take place between 0730 and 1430 and will be done by email, telephone, or in person, per employee choice. The times for bidding shall be staggered based on seniority grouping. Shift/location assignments shall become effective on or about January 1st.

18.02 No employee may exercise his shift preference right until completion of his probationary period.

18.03 Vacancies arising following implementation of the annual shift/location selection process shall be filled at the discretion of the Hospital.

18.04 The Hospital reserves the right to transfer employees to other locations based on operational need. In no event will employees be transferred to another location for disciplinary reasons.

ARTICLE XIX

OVERTIME

19.01 The Hospital shall be the sole judge of the necessity for overtime. All employees shall be entitled to overtime for all hours worked in excess of forty (40) hours per week, when approved by the Sergeant in charge of the shift. Employees may be required to work overtime when requested by the Hospital. For purposes of this section, holiday, vacation time, and one (1) day, up to eight (8) hours, used as funeral leave, shall be considered as hours worked.

19.02 Overtime shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular hourly rate.

19.03 There shall be no pyramiding of overtime with itself or with other premium pay compensation, except in the following instances:

- (a) The officer in charge will continue to receive the \$1.50 premium as stated in Paragraph 26.03, regardless of overtime status.
- (b) When scheduled to work on a recognized holiday, the employee will receive the \$2.00 premium (Paragraph 21.04) even if any other overtime is accrued during the week in which the holiday falls.

19.04 The Hospital shall determine the need for overtime. The Hospital shall undertake reasonable efforts to equalize overtime as follows:

- (a) Overtime shall be rotated at each location (as defined by the Hospital) based on job-classification seniority. Employees shall be offered overtime by rotating through the seniority list at each location with worked, refused or non-responded-to assignments all counting as a worked assignment for purposes of equalization. Employees who cannot work due to approved time off or where such an assignment would exceed work-hour restrictions shall not be charged with an overtime assignment. If no

employees at the location accept the assignment, it shall be offered outside of the location on a rotating, seniority basis.

- (b) If the overtime need is not satisfied and if the Hospital has adequate notice of the overtime opportunity, an overtime opportunity will be assigned by inverse order of seniority on a rotating basis at the location. If there is not adequate notice or no employees volunteer, the least senior qualified employee shall be required to work the overtime opportunity. In order to share the burden of mandatory overtime, the mandatory overtime assignment will be rotated among the qualified employees by inverse order of seniority.
- (c) Where it is necessary for the Hospital to assign overtime to employees outside of the location, such assignment will be considered a worked assignment only if actually worked.
- (d) The Hospital will attempt to cover dispatcher positions with dispatchers before calling in a patrolman on overtime. The Hospital will maintain and post a list of overtime worked and overtime opportunities.
- (e) Opportunities for special assignment overtime will be determined by the Director and will be assigned based on seniority, along with the skills and ability to perform the duties of the special assignment.

Overtime not worked, for whatever reason, will be rescheduled.

19.05 An employee who is scheduled to begin work with less than a twelve (12) hour break shall be paid time and one-half (1-1/2) for all hours worked on the new shift. For example, if an employee is scheduled to work from 3:00 p.m. to 11:30 p.m. on Tuesday and on Wednesday is scheduled to work from 7:00 a.m. to 3:00 p.m., the employee will receive time and one-half (1-1/2) for all hours worked on Wednesday. Employer mandated overtime will be considered as scheduled work for purposes of this section.

19.06 For overtime earned for hours worked in excess of forty (40) per week, employees may elect to be paid in either cash or compensatory time. Employees may elect to be paid up to forty (40) hours per year in the form of compensatory time. The Director or his designee shall retain sole discretion to grant requests to utilize accumulated compensatory time, and such time can

only be utilized in full shift increments. Employees requesting the use of compensatory time shall provide reasonable advance notice of the request.

Employees may elect for some or all compensatory time accrued but not used to be paid to the employee prior to December 31st of the year it was earned, or to be carried over to the next year. However, at no time may an employee's compensatory time bank exceed forty (40) hours.

Approved compensatory time shall not be cancelled by management, except under circumstances applicable to the cancellation of preapproved vacation. Accrued compensatory time may be utilized by an employee during an FMLA leave where the employee has exhausted all accrued sick time.

ARTICLE XX

COURT TIME AND CALL-IN TIME

20.01 Whenever approved by the Sergeant in charge of the shift, employees who are called in to work or are required to appear in court on behalf of the Hospital at a time when they are not regularly scheduled to work shall be compensated for the actual time worked. However, such employees shall receive a minimum of three (3) hours of compensation for court time or four (4) hours of compensation call-in time at their applicable hourly rate if actual hours worked are less than three (3) hours or four (4) hours, respectively.

Only the hours actually worked shall be used for purposes of calculating overtime.

ARTICLE XXI

HOLIDAYS

21.01 All qualified full-time and part-time employees shall be entitled to ten (10) floating paid holidays, which shall accrue when the below listed holidays occur:

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

Following the occurrence of the recognized dates for the above listed holidays, each full or part-time employee may schedule a Floating Holiday on a date mutually selected by the employee and the Hospital prior to December 31st of the accrual year. Employees are expected to utilize their Holidays during the accrual year. However, employees may cash-out or roll into their vacation up to five (5) holidays that have not been utilized in the accrual year. In addition, an employee can carry over up to five (5) unused Holidays into the following year. If the employee chooses to be paid for any earned, but unused Holidays, it shall not be counted for the purposes of computing overtime.

21.02 Through December 31, 2013, all regular full-time and part-time employees who have completed one (1) year of service or more shall be entitled to receive their birthday as an additional paid holiday. The birthday holiday is to be taken on a date mutually selected by the employee and the Department Director during the 12-month period on or after the employee's birthday. If the

employee does not use the birthday holiday within the 12-month period, the birthday shall be paid out at straight time in the pay period after the 12-month period.

Effective January 1, 2014, the birthday holiday shall be eliminated, with accrued birthday-holiday time being paid out by December 31, 2014.

21.03 A regular full-time employee who does not work on a recognized holiday shall receive eight (8) hours' straight-time pay at his regular hourly rate. A regular part-time employee who does not work on a recognized holiday shall receive a pro-rated holiday pay calculated for all hours spent in active pay status during every work week in which the employee works twenty (20) hours or more.

To be eligible for holiday pay (except employee's birthday or Floating Holidays), an employee must have worked his last regular scheduled work day before and his first regular scheduled work day after the holiday unless absent because of bona fide illness or injury, vacation or funeral leave, but in no case shall an employee receive holiday pay if he receives no pay during the holiday week (regardless of the cause of the absence).

21.04 The Hospital shall have the right to require any employee to work on any of the holidays recognized in this Article. An employee who works on a recognized holiday shall receive a premium of \$2.00 per hour, and shall be entitled to take the holiday on a later date mutually selected by the employee and the Department Director during the pay period in which the holiday falls, or the two pay periods immediately following.

21.05 If a holiday occurs while an employee is on paid sick leave or vacation leave, the employee's day off will be charged against the holiday and the sick or vacation leave will not be charged for that day.

ARTICLE XXII

VACATIONS

22.01 Each full-time or part-time employee eligible for vacation leave shall be granted paid vacation in accordance with the following schedule:

<u>Length of Service</u>	<u>Length of Vacation</u>
One (1) year but less than five (5) years of continuous service	Two (2) calendar weeks
Five (5) years but less than thirteen (13) years of continuous services	Three (3) calendar weeks
Thirteen (13) years but less than twenty-three (23) years of continuous service	Four (4) calendar weeks
Twenty-three (23) years or more of continuous service	Five (5) calendar weeks

22.02 An employee who fails to complete one year in active pay status shall not be entitled to any vacation. A full-time employee who has completed one year in active pay status shall be credited with eighty (80) hours of vacation time. A part-time employee who has completed one year of service shall have their vacation time pro-rated and calculated from all hours spent in active pay status during every work-week of twenty (20) hours or more.

Thereafter, vacation leave shall be credited to the employee bi-weekly, at the appropriate rate. Upon the 5th, 13th and 23rd anniversary dates of continuous service, forty (40) additional hours (an additional average week for part-time employees) will be added to an employee's cumulative vacation total. However, an employee's paid vacation leave shall be adjusted (or prorated) to reflect time spent on unpaid leave(s) of absence totaling thirty (30) days or more (i.e., for each thirty (30) days spent on unpaid leave of absence, an employee shall lose one-twelfth (1/12) of his regular paid vacation leave).

22.03 Vacation leave shall be taken by the employee within twelve (12) months after it is earned. The Hospital may permit an employee to accumulate and carry over vacation leave, but in no event shall such vacation accumulate and be carried over for more than three years.

22.04 Each fall a calendar will be circulated in order of seniority. The most senior employee will schedule as much or as little of his/her annual vacation entitlement on the condition that the time scheduled must be in a consecutive block of days. The schedule will be circulated through the unit by seniority until each member has scheduled an initial block of consecutive vacation days. The same process will be repeated beginning again at the top of the seniority list, under the same condition that scheduled vacation must be in blocks of consecutive days. All vacation requests are subject to the operational needs of the department. Such requests shall not be unreasonably denied, but it shall not be unreasonable to limit vacations to one (1) person per shift at a time.

It is understood that employees need not schedule all of their annual vacation entitlement in the above-described fashion. However, requests for vacation made after the above-described process has completed will be subject to the employer's ability to grant the request.

22.05 To avoid conflicts in scheduling, a vacation calendar shall be posted in the security office of each facility showing approved vacations. If an employee's vacation is cancelled because of an emergency declared by the Hospital, the Hospital shall reimburse the employee's unrecoverable expenses pertaining to the vacation. Vacation requests made prior to April 1st shall be approved and posted no later than May 1st. All other vacation requests shall be considered and, if granted, posted within five (5) calendar days. If a vacation request is denied, the denial shall be reduced to writing and presented to the employee.

22.06 An employee who has earned vacation time by reason of being employed in this department shall be able to transfer his vacation time to another department should he elect such a transfer.

22.07 Any employee who quits or is terminated or retires and has unused vacation time shall receive compensation for said accumulated, unused vacation time at the employee's hourly rate at the time of separation.

ARTICLE XXIII

LEAVES OF ABSENCE

SICK LEAVE

23.01 Sick leave shall be defined as an absence with pay necessitated by: (1) illness, injury or pregnancy to the employee; (2) exposure by the employee to contagious disease communicable to other employees; (3) serious illness, injury or death in the employee's immediate family; or (4) an employee's wife who gives birth, not to exceed five (5) days.

23.02 All employees who have completed one (1) month of service shall earn sick leave at the rate of three and one-tenth (3-1/10) hours for up to eighty (80) hours of service per pay period. If and when any accumulated sick leave is used, the employee will accumulate sick leave at the rate previously specified. Pay for sick leave shall be at the employee's regular straight-time hourly rate.

23.03 To be eligible for paid sick leave, an employee must report the reason for his absence to his department director or his immediate supervisor at least two (2) hours before the employee's scheduled starting time, unless emergency conditions are shown to have prevented such notification.

23.04 An employee who is absent on sick leave or medical leave may be required to present a doctor's certificate stating the cause of his absence, as provided herein. Any request for sick leave of five (5) or more consecutive workdays must be supported by a doctor's certificate. The Hospital will ordinarily not require such certificate in the case of illness or injury of less than five (5) days'

duration except in the case of employees who frequently take sick leave for one (1) to five (5) days and the employee has been so notified in writing. In addition, an employee shall be required to present a doctor's certificate stating the cause of the absence when that employee calls in sick on a date that was previously denied in writing, for vacation or a birthday holiday.

23.05 Under no circumstances shall an employee be permitted to continue working if such employee cannot fulfill the requirements of the job or if there is a serious question that such employee is jeopardizing his own health or the health of other employees or patients. The Hospital shall not be permitted to invoke the foregoing unless it obtains corroboration of an employee's condition by a certified physician or R.N.

23.06 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children or parents residing with the employee. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employee's mother, father, spouse, child, brother, sister, father-in-law, mother-in-law and grandparents, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild, legal guardian or other person who stands in place of a parent.

23.07 Any employee of the Hospital who has accumulated sick leave earned from being employed by the State of Ohio or any other political subdivision of the State of Ohio and who has become employed by the Hospital within ten (10) years from his termination from such other public Employer shall be allowed to transfer said accumulation to his sick leave accumulation with the Hospital, providing that such sick leave accumulation shall be limited to the existing maximum accruable amount in effect at the time of transfer in this Agreement.

23.08 Sick Leave Conversion. An employee who retires after a minimum of ten (10) years' employment with the Hospital who has unused accumulated sick leave shall be allowed to convert one-half (1/2) of said sick leave into a lump sum cash payment, up to a maximum of one hundred (100) days of pay. This lump sum sick leave conversion payment will be made within thirty (30) days after date of retirement. Employees hired on or after August 1, 2013, who retire after a minimum of ten (10) years' employment with the Hospital who have unused accumulated sick leave shall be allowed to convert one-half (1/2) of said sick leave into a lump sum cash payment, up to a maximum of two hundred forty (240) hours of pay.

23.08(a) At the end of each calendar year, employees may cash out up to five (5) accrued sick days provided there are ten (10) or more accrued sick days (i.e. 80 hours) available for use. For example, an employee who has 100 hours of accumulated sick leave may cash out from one day (8 hours) to five days (40 hours) of such time.

23.08(b) All employees shall be subject to the Hospital's Sick Leave Donation Policy and all eligible employees will be able to donate sick hours to or receive sick hours from employees throughout the Hospital.

23.09 Medical Leave. An employee who is ill, injured, physically incapacitated, pregnant or unable to work for other reasons of a medical nature shall, upon request, be granted additional time off, without pay, upon the exhaustion of paid sick leave for a total period not to exceed six (6) months (including the paid time). If an illness, injury or other disabling condition continues beyond six (6) months, additional medical leave may be granted by the Hospital, upon request. All requests under this section must be supported by medical evidence satisfactory to the Hospital and shall be administered in accordance with the Hospital's Family and Medical Leave Policy. An employee on

medical leave will be required to keep the Hospital up to date on the progress of his illness, injury or other disabling condition.

23.10 Pregnancy. Sick leave or medical leave due to pregnancy shall be administered in accordance with the Hospital's FMLA policy.

23.11 Return to Work from Sick Leave or Medical Leave. In cases of a sick leave or medical leave which exceeds five (5) working days, a signed statement from a licensed physician may be required prior to the employee returning to work upon completion of an approved leave. Such statement must indicate the nature of the illness, injury or other disabling condition and that the employee is fit to return to work without restrictions. Failure to submit such a statement, if required, may result in refusal to allow the employee to return to active duty and/or a denial of sick leave pay. Falsification of such a statement may result in termination of employment.

23.12 Physician Examination. The Hospital may require an examination by a physician to verify the illness, injury or other disabling condition of an employee requesting a sick leave or medical leave. Any employee who has been on a sick leave or medical leave for five (5) or more consecutive work days may be required, at the discretion of the Hospital, to submit to (and pass) a physical examination before being permitted to return to work. In all such cases, the physician shall be chosen by the Hospital, and the cost of the examination will be at the Hospital's expense.

23.13 Personal Leave. An employee who has completed one year of service may request an unpaid leave of absence of up to six (6) months for personal reasons and for good cause shown. Such a leave may be granted by the Department of Human Resources upon recommendation by the Director of Security, subject to operational needs.

23.14 Educational Leave. An employee may be granted a leave of absence without pay for educational purposes relating to the Hospital's operations. The granting of such leave will be based

upon the operational needs of the employee's department. Requests for each leave shall not be unreasonably denied.

23.15 Military Leave. The Hospital will comply with the appropriate state or federal statutes, codes and regulations relating to the employment rights of employees on military leave.

23.16 Funeral Leave. An employee shall be granted time off with pay (to be deducted from the employee's sick leave) for the purposes of attending the funeral of a member of the employee's immediate family. The employee shall be entitled to a maximum of three (3) workdays (within 300 miles of Cuyahoga County) or five (5) work days (more than 300 miles from Cuyahoga County) for each death in his immediate family. For purposes of this section, "immediate family" is defined in Section 23.06.

23.17 Jury Duty Leave. An employee called for jury duty or subpoenaed as a witness will be granted a leave of absence for the period of the jury service or witness service, and will be compensated for the difference between his regular pay and jury pay or witness pay for work absences necessarily caused by the jury duty or witness duty. To be eligible for jury duty pay or witness duty pay, an employee must present to the Hospital a jury pay voucher or witness pay voucher showing the period of service and the amount of jury pay or witness pay received.

GENERAL LEAVE PROVISIONS

23.18 Continuation of Insurance. The Hospital shall continue to provide insurance consistent with the terms of this Agreement so long as the employee is on paid leave status. The Hospital will provide insurance as set forth in this Agreement until the end of the month during which the employee first goes on unpaid leave status. The employee may elect to continue coverage for the entire length of the leave at the employee's expense and consistent with Hospital policy.

23.19 Retention of Position. In the event an approved leave of absence is less than ninety (90) calendar days, the employee will be returned to the same position (same facility and shift) he held prior to the leave of absence, if the position still exists.

In the event that the position does not still exist or the leave of absence is between ninety (90) calendar days and one (1) year, the employee may be offered a position at another facility and/or on another shift as determined at the sole discretion of the Hospital. It is understood by the Hospital and the OPBA that an employee's return from a leave of absence within one (1) year may cause a displacement of a less senior employee. This section shall not require the Hospital to create a new position if a vacancy does not exist and there are no less senior employees at the time of the employee's return.

23.20 All leaves of absence (and any extensions thereof) must be applied for and granted in writing on forms to be provided by the Hospital. An employee will be given a copy of the approved application. An employee may, upon request, return to work prior to the expiration of any leave of absence if such early return is agreed to by the Hospital.

23.21 If it is found that a leave of absence is not actually being used for the purpose for which it is granted, the Hospital may cancel the leave, direct the employee to return to work, and impose disciplinary action.

23.22 An employee who fails to report to work at the expiration or cancellation of a leave of absence or fails to secure an extension of such leave shall be deemed to be absent without leave and shall be subject to loss of seniority under Section 16.02. Consecutive leaves of absence separated by fewer than thirty (30) days shall be considered the same leave.

INJURY LEAVE

23.23 Any sick time used during the waiting period for Worker's Compensation benefits may be returned to the employee's sick bank if the time is reimbursed through Worker's Compensation.

23.24 The Hospital shall have the right to require the employee to have a medical examination by a physician designated and paid by the Hospital resulting in the physician's certification that the employee is unable to work due to the injury before an employee may be eligible for any benefits under this Article. The affected employee may also obtain a physician's certification that he is unable to work due to the injury. In the event of a conflict between the employee's and the Hospital's physician, the two shall mutually select a third physician whose examination and report shall be determinative.

23.25 Whenever an employee is injured on the job, the Hospital shall provide the employee with all necessary forms and paperwork along with the necessary instructions for completing and processing worker's compensation claims.

ARTICLE XXIV

ATTENDANCE STANDARDS

24.01 MetroHealth Policy II-34, as may be modified from time to time, regarding attendance standards is available on the "MIV" and incorporated herein. The Hospital shall notify the Union thirty (30) days in advance of any modifications to the Policy.

ARTICLE XXV

INSURANCES

25.01 All eligible employees who participate in the MetroHealth-only hospitalization insurance plan shall make the following contributions toward the monthly premium cost each pay period (based upon twenty-six (26) pay periods per year):

<u>Full-time Bi-weekly Rates (60 Hrs. bi-weekly)</u>	<u>Single</u>	<u>2-Party</u>	<u>Family</u>
MetroHealth Employee Plan			
Effective September 1, 2013	\$55.00	\$70.00	\$75.00
Effective January 1, 2014	\$60.00	\$75.00	\$80.00
Effective January 1, 2015	\$65.00	\$80.00	\$85.00

Effective September 1, 2013, there shall be an annual deductible as follows:

	<u>Single</u>	<u>2-Party</u>	<u>Family</u>
	\$100.00	\$200.0	\$200.00

(Annual deductibles will not apply toward maximum out-of-pocket expenses.)

Kaiser Permanente Plan

The cost of the Kaiser Permanente plan will be adjusted to reflect the difference in cost between the MetroHealth-only plan and the Kaiser plan. The Hospital reserves the right to modify the employee contribution for the MetroHealth Plus Plan.

The rates for part-time employees (35-39 hours bi-weekly) will be established by the Hospital.

Additionally, the Hospital will provide vision, dental, prescription and life insurance coverage in the same manner as is provided to all non-bargaining Hospital employees upon successful completion of the initial probationary period.

25.02 An eligible employee is defined as a full-time employee covered by this Agreement who has completed the probationary period or would otherwise qualify for coverage in the same manner as all non-bargaining unit Hospital employees. Part-time employees are entitled to health care benefits and qualify for coverage under the same guidelines as part-time non-bargaining employees. Coverage will become effective the first day of the month after eligibility has been established.

25.03 The MetroHealth-only plan Summary Plan Description, effective September 1, 2013, is attached as Appendix A. The Hospital reserves the right to create additional cost containment features for the health care and other benefit plans offered to the employees, to the extent such features apply to all non-bargaining unit Hospital employees.

25.04 Bargaining unit employees shall participate in wellness screening as outlined in policies applicable to the Hospital's non-bargaining unit employees.

ARTICLE XXVI

WAGES

26.01 Effective July 1, 2013 there will be a one percent (1.0%) wage increase for patrolmen. Effective July 1, 2014 there will be a two percent (2.0%) wage increase for patrolmen. Effective July 1, 2015 there will be a two and one-half percent (2.5%) wage increase for patrolmen. Corporals will be paid one dollar and fifty cents (\$1.50) an hour above the patrolman rate. Bargaining unit employees shall be paid according to the following wage schedule:

<u>Patrolman</u>	<u>Start</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>
Effective 7/1/13	\$15.45	\$16.39	\$17.38	\$18.41	\$19.51
Effective 7/1/14	\$15.76	\$16.72	\$17.73	\$18.78	\$19.90
Effective 7/1/15	\$16.15	\$17.14	\$18.17	\$19.25	\$20.40

<u>Corporal</u>	<u>Start</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>
Effective 7/1/13	\$16.95	\$17.89	\$18.88	\$19.91	\$21.01
Effective 7/1/14	\$17.26	\$18.22	\$19.23	\$20.28	\$21.40
Effective 7/1/15	\$17.65	\$18.64	\$19.67	\$20.75	\$21.90

26.02 The designated officer in charge shall receive a premium of \$1.50/hour for each hour worked in such capacity.

26.03 Employees who are certified as Field Training Officers (“FTOs”) (as determined by the Department) shall receive fifty cents (\$0.50) per hour in additional compensation for hours engaged in actively performing FTO duties.

26.04 Employees certified as OPOTA Instructors or equivalent (as determined by the Department) shall receive one dollar (\$1.00) per hour in additional compensation for hours engaged in providing classroom-type training and instruction (not inclusive of any preparation time involved).

26.05 Employees who attain and maintain a Peace Officer Certification, as referenced in Article XLII, shall receive a \$1.00/hour increase to their base hourly compensation.

ARTICLE XXVII

SHIFT DIFFERENTIAL

27.01 Employees who work more than fifty percent (50%) of their scheduled hours as part of a regular shift assignment between the hours of midnight and 6:00 a.m. are eligible for the third shift premium of \$1.00 per hour for all hours worked on that shift.

27.02 Employees who work more than fifty percent (50%) of their scheduled hours as part of a regular shift assignment between the hours of 6:00p.m. and midnight are eligible for the second shift premium of \$.80 per hours for all hours worked on that shift.

27.03 In the event that an employee's scheduled hours would make the employee equally eligible for both second and third shift premium, the employee shall be entitled to third shift premium for all hours worked.

ARTICLE XXVIII

TUITION ASSISTANCE

28.01 The Hospital views self-development and job-related self-improvement as a valuable asset. Upon completion of four (4) months of employment, eligible employees may apply for reimbursement if they are enrolled in a degree-granting program and/or taking course work that is job-related and will benefit the Hospital up to a maximum of \$1,500 per employee per calendar year or such greater amount consistent with the Hospital's Tuition Assistance Policy.

28.02 Eligible employees must submit an application for tuition assistance in accordance with the Tuition Assistance Policy for approval by the department head and the Department of Education and Training.

ARTICLE XXIX

MILEAGE ALLOWANCE

29.01 Employees who use their personal automobile in connection with approved and authorized Hospital business shall be entitled to be reimbursed for mileage, parking and tolls in accordance with Hospital policy.

ARTICLE XXX

PARKING FEES

30.01 All non-probationary employees employed at the MetroHealth Medical Center facility shall be provided with free parking for the final two pay periods of each calendar year. The

Hospital agrees that to the extent an increase occurs, it shall not exceed One Dollar (\$1.00) per pay period for the term of this Agreement.

ARTICLE XXXI

TRAINING

31.01 All Patrolmen shall, prior to the commencement of employment, demonstrate that they have satisfactorily completed the required training, including the firearms training, to qualified persons for Patrolmen as required by the Ohio Peace Officers Training Council.

31.02 Employees shall maintain proficiency in the use of firearms through mandatory firearms training twice each year conducted by a State Certified Firearms Instructor. Such training shall be conducted in-house by an instructor employed by the Hospital. The Hospital will compensate the employee for the actual hours spent in firearms training or two (2) hours, whichever is greater. If such training time causes the employee to be eligible for overtime, such overtime hours shall be paid in accordance with Article XIX (Overtime).

31.03 The Hospital shall be responsible for the cost of bonding and commission fees.

31.04 The Hospital agrees to remain committed to providing employees in-service training on subjects and issues specifically related to hospital safety and security/law enforcement.

ARTICLE XXXII

UNIFORMS

32.01 The Hospital shall issue a portion of the complete uniform allotment to all newly hired full-time employees. The remainder of the uniform allotment will be issued upon completion of the probationary period. The complete uniform allotment for full-time officers shall consist of three long sleeve shirts, three short sleeve shirts, two pairs of pants, a winter/fall convertible jacket, one trooper hat, one tie or dickey, a raincoat, duty belt, firearm, clips, clip holder, holster,

ammunition, flashlight, charger and holder, asp and holder, two pairs of handcuffs, keys, cuff-holders, belt keepers, gloves and glove cases. Newly hired part-time officers will receive one long sleeve shirt, one short sleeve shirt, one pair of pants, a winter/fall convertible jacket, one trooper hat and 1 tie or dickey. All other items, including, but not limited to, shoes, belts, holsters and firearms shall be furnished by the employee. The Hospital reserves the right to designate and to change the elements of the uniform at the Hospital's expense.

32.02 All non-probationary full-time employees shall be credited each June 1st with a uniform allowance of \$400.00. Non-probationary part-time employees shall be credited each June 1st with a uniform allowance of \$300.00. The Hospital shall select a vendor and pay that vendor the "per employee" allowance each year. The employees shall order clothing and/or equipment directly through said vendor. The vendor will be responsible to manage each employee's uniform allowance and any unused portion to be carried over as stated in Paragraph 32.03.

32.03 The uniform allowance is not considered as compensation and in no event will an employee be entitled to any of the allowance in cash. If, for any reason, any or all of an employee's allowance remains unused in any year, it is forfeited and returned to the Hospital by the vendor.

32.04 All uniform items furnished by the Hospital, including such items purchased with the uniform allowance, shall be considered Hospital property. Employees must turn in all such items to the Hospital upon termination of employment.

32.05 Employees shall keep a neat and proper uniform appearance at all times consistent with Hospital requirements. Any portion of any employee's uniform which is required or authorized to be used and which becomes damaged as a result of a job-related incident will be replaced by the Hospital.

ARTICLE XXXIII

INVOLUNTARY TRANSFERS

33.01 The Hospital retains the right to involuntarily transfer employees, whether permanently or temporarily, as modified only by the terms set forth in this Article.

33.02 All temporary transfers from one Hospital facility to another Hospital facility shall not exceed thirty (30) work days, except:

- (a) To fill a vacancy caused by an employee being on sick or other approved leave of absence;
- (b) To fill a vacancy during the period pending the permanent filling of such vacancy.

If the Hospital temporarily transfers an employee to another facility, he/she shall receive his regular rate of pay, or the rate in effect for the position transferred to, whichever is greater.

33.03 An involuntary transfer between facilities, whether temporary or permanent, shall be effectuated by transferring the least senior qualified employee within the department who is qualified to do the work unless operational need dictates otherwise. The Hospital will undertake reasonable efforts to seek volunteers to transfer before resorting to involuntary transfers.

ARTICLE XXXIV

LAYOFF

34.01 The Hospital retains the right to lay off employees in accordance with the provisions of this Agreement.

34.02 Whenever it is necessary because of lack of work or funds, or whenever it is advisable in the interest of the economy or efficiency of the Hospital to reduce the size of the work force in the Security Department, the Hospital agrees to lay off members of the bargaining unit pursuant to the following procedure. The Hospital will lay off such employees in the following order:

1. Temporary employees
2. Casual employees
3. Probationary employees
4. Part-time employees
5. Regular full-time employees

Within each category above, members of the bargaining unit will be laid off based upon their seniority as specified in Article XVI, Section 16.01, Seniority, hereof. That is, the person with the least seniority as a Patrolman in the unit will be laid off first.

34.03 A member of the bargaining unit who is laid off shall be subject to recall from layoff for a period of two (2) years.

34.04 Members of the bargaining unit shall be recalled in the reverse order of layoff, that is, the last person laid off, will be the first person recalled.

34.05 For the sole purpose of layoffs, a laid-off employee shall be allowed to bump or otherwise displace the least senior employee working in a Hospital unit covered by this collective bargaining agreement, without loss of any Hospital benefit or seniority.

ARTICLE XXXV

WORK JURISDICTION

35.01 Employees are primarily responsible for policing the Hospital's buildings and grounds to ensure the safety and wellbeing of the Hospital's patients, visitors and employees, and to prevent fire, theft, vandalism and illegal entry to the Hospital's buildings and property. Employees may also be responsible for providing other customer services to patients, visitors and Hospital employees when requested by the Hospital for good reason.

35.02 Due to the nature of work performed by the bargaining unit, Sergeants or other non-bargaining personnel may perform bargaining unit work under the following conditions:

- (a) in the event of any emergency;

- (b) for instructional purposes;
- (c) where necessary to maintain normal operations in the department because of absenteeism or for other good reason;
- (d) where qualified employees are not readily available;
- (e) in accordance with customary past practice.

35.03 If the Hospital determines it necessary to transfer or subcontract security services, the Hospital will notify the OPBA and discuss, prior to implementation, the effect of the decision and attempt to work out an equitable solution to the problem. The Hospital agrees that it will not transfer or subcontract bargaining unit work to such an extent that it would substantially erode the bargaining unit.

If, as a result of the transfer or subcontracting of such work, any bargaining unit jobs are eliminated, then those employees affected may bump less senior employees at other units covered by this contract without loss of seniority rights.

This provision shall in no way limit the Hospital's right to augment the security services through subcontracting in an emergency or unusual situation. The parties further agree that the subcontracting of perimeter patrol at the MetroHealth Center for Skilled Nursing Care, should this occur, would not constitute a substantial erosion of the bargaining unit.

ARTICLE XXXVI

DRUG-FREE WORKPLACE

36.01 The MetroHealth System has undertaken to provide the safest possible health care environment to its employees, patients and visitors. In furtherance of this objective, the MetroHealth System is committed to the maintenance of a drug-free workplace.

36.02 The unlawful possession, use, sale or distribution of any drugs or controlled substances on property owned by the Hospital is prohibited.

36.03 Reporting to work under the influence of any illegal drug, alcohol or controlled substance is also prohibited. The Hospital reserves the right to test members of the bargaining unit for illegal drugs, alcohol or controlled substances based only upon a reasonable suspicion. Members of the bargaining unit are also subject to the provisions of the Hospital's Drug-Free Workplace Policy and Substance Abuse Policy.

36.04 All Patrolmen and Officers will be subject to a random drug/alcohol testing program as developed by the Hospital. Disciplinary action as a result of a positive result will be responsive to the "for cause" provision of the Hospital's Substance Abuse Policy II-41.

36.05 Any bargaining unit employee who fails to comply with the drug-free provisions will be subject to appropriate disciplinary action, up to and including discharge.

ARTICLE XXXVII

PERFORMANCE EVALUATION

37.01 The Hospital and OPBA acknowledge that the administration and operation of a program to evaluate employee job performance is solely the function and responsibility of the Hospital.

37.02 The Hospital recognizes the right of an employee to receive a copy of the written performance evaluation, which shall be conducted annually to review such performance evaluations with the supervisor, and to make written comments regarding such performance evaluation. An employee who has completed the probationary period has the right to appeal through the grievance procedure any disciplinary action that is based upon the failure to meet the required standard of job performance, including the fairness of the performance standard.

ARTICLE XXXVIII

SAFETY & EQUIPMENT

38.01 All equipment furnished by the Hospital shall be properly maintained to remain safe and functional.

38.02 The Hospital shall equip its patrol vehicles normally utilized by the Security Department with rotating lights and spotlights.

38.03 The Hospital and the OPBA shall discuss changes and proposed changes in uniforms and equipment through the Labor- Management Committee, Article XL.

38.04 The union shall be permitted to have a representative serve on the MetroHealth System's Safety Commission.

ARTICLE XXXIX

MISCELLANEOUS

39.01 In any instance where the Hospital sends an employee for a medical examination, the Hospital shall pay the cost of the examination.

39.02 All employees are covered under the Program of Self-Insurance for activities undertaken within the course and scope of their employment in accordance with the terms of the Statement of Self-Insurance as may be amended from time to time.

39.03 Pay stubs shall be issued every other Tuesday in accordance with Hospital policy. All employees shall be required to use direct deposit.

39.04 The OPBA will be allowed a locked bulletin board for official OPBA notices at each of the Hospital's facilities. The OPBA and the Manager of Employee/Labor Relations, or his designee(s), will be the sole holders of the keys to the boards.

39.05 The Hospital shall provide the OPBA with one (1) copy of the Hospital Policy Manual and addendum updates pertinent to employment matters and one (1) copy of the Departmental Policy Manual and addendum updates.

39.06 The Hospital shall maintain lockers for all employees, and employees may maintain personal locks for their lockers.

39.07 The OPBA may build a Police Department Patch Display Case at each facility, provided space is available. The Hospital shall provide the necessary materials for the construction of such Display Case.

39.08 Departmental work schedules shall be posted every four (4) weeks no later than the Thursday noon preceding the start of the period covered by the schedule.

ARTICLE XL

LABOR-MANAGEMENT COMMITTEE

40.01 A Labor-Management Committee shall be established to discuss matters of mutual concern within the Hospital.

40.02 The Committee shall consist of not more than three representatives of the Hospital, including one representative of the Human Resources Department and not more than four OPBA representatives.

40.03 The parties shall meet not more than three (3) times each year during non-working hours unless otherwise mutually agreed. Such meeting shall be scheduled on a day and time that is mutually agreeable. Before any meeting is scheduled, a written agenda containing a description or list of the topics to be discussed must be submitted by either the OPBA or Hospital to the other party. If there are reasons for special meetings to be convened, they will occur as soon as feasible. In this regard, the Union Director at each facility may schedule a meeting to discuss matters of

mutual concern within that facility. Meetings shall be conducted pursuant to the rules of the Labor-Management Committee.

40.04 The results of such meetings shall neither alter the provisions of this Agreement nor be construed as continued negotiations or terms and conditions as set out in this Agreement, unless provided otherwise in this Agreement, or unless mutually agreed to by the parties.

40.05 Up to one employee representative who is scheduled to be at work during the time of this meeting may, at the Hospital's discretion, be able to attend this meeting with no loss of pay. Any employee on duty may be required to return to work if any emergency arises during the meeting.

40.06 The OPBA may request the participation of an appropriate department supervisor when problems arise pertaining to a particular department, which shall be left to the Hospital's discretion.

ARTICLE XLI

LEGALITY/SAVINGS CLAUSE

41.01 It is the intent of the Hospital and the OPBA that this Agreement comply in every respect with applicable statutes, constitutional requirements, affirmative action obligations and other governmental regulations, as well as judicial opinions, unless lawfully superseded by this Agreement. If any tribunal (including, but not limited to, a court of competent jurisdiction) adjudges any article, section or clause in this Agreement to be in conflict with any law, regulation or affirmative action obligation, all the remaining articles, sections and clauses which are not rendered meaningless, inoperable or ambiguous as a result of the judgment shall remain in full force and effect for the duration of this Agreement.

ARTICLE XLII

JOB CLASSIFICATIONS AND QUALIFICATIONS

PEACE OFFICER CERTIFICATION

42.01 The Department shall establish a Peace Officer Certification. Any employee interested, can attempt to meet OPOTA and Departmental commissioning requirements, pass physical fitness/agility testing, a background investigation, and a psychological evaluation.

42.02 Employees who apply for a Peace Officer certification and fail the background investigation or the psychological evaluation may be subject to termination.

PHYSICAL FITNESS TESTING

42.04 Employees hired prior to July 31, 2013 will have the option of participating in annual physical fitness testing as determined by the Department. Passing the Department-determined annual testing levels will result in the successful employee receiving two hundred fifty dollars (\$250.00) (lump sum payment, not rolled into the base salary).

42.05 Employees hired after July 31, 2013 will be required to participate in and pass the annual Department-defined physical fitness test in order to maintain their employment, and will also be eligible for the two hundred fifty dollar (\$250.00) payment.

CORPORALS

42.06 Promotions to the "Corporal" position shall be made per the discretion of the Department. However, employees with less than three years of employment as a Patrolman in the Department shall not be eligible for such promotion.

ARTICLE XLIII

DURATION

42.01 This Agreement represents a complete and final understanding on all bargainable issues between the Hospital and the OPBA. This Agreement shall be effective as of the date of ratification (August 28, 2013), and remain in full force and effect until June 30, 2016.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 12th day of September, 2013.

OHIO PATROLMEN'S

BENEVOLENT ASSOCIATION

By: Michael J. Smith

By: Mark Bailey

By: Thomas Penney

By: R Mike Brouse

METROHEALTH MEDICAL CENTER

By: Alvin J. Trudman

By: [Signature]

By: Robert Warner

By: [Signature]