05-11-15
0513-08
13-MED-09-1025
K32195

CUYAHOGA COUNTY

and the

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

PROTECTIVE SERVICES OFFICERS

Collective Bargaining Agreement

01/01/15 – 12/31/17

Table of Contents

05-11-15
0513-08
13-MED-09-1025
K32195

		Page
I.	**INTRODUCTORY**	
LE		1
1	PURPOSE OF AGREEMENT	1
2	PLEDGE AGAINST DISCRIMINATION	1
ARTICLE 3	MANAGEMENT RIGHTS	1
SECTION II.	**UNION-RELATED**	
ARTICLE 4	UNION RECOGNITION	2
ARTICLE 5	PROBATIONARY PERIOD	3
ARTICLE 6	UNION REPRESENTATION	3
ARTICLE 7	UNION SECURITY/ CHECK-OFF DUES	3
ARTICLE 8	UNION BUSINESS LEAVE OF ABSENCE	5
ARTICLE 9	UNION RIGHTS	5
ARTICLE 10	NO STRIKE/ NO LOCKOUT	5
ARTICLE 11	BULLETIN BOARDS & DIST. OF UNION MATERIALS	6
ARTICLE 12	LABOR/MANAGEMENT COMMITTEE	7
SECTION III.	**WAGES & BENEFITS**	
ARTICLE 13	WAGES	7
ARTICLE 14	SHIFT DIFFERENTIAL	8
ARTICLE 15	LONGEVITY	9
ARTICLE 16	UNIFORM & EQUIPMENT	9
ARTICLE 17	HOURS OF WORK	9
ARTICLE 18	OVERTIME	10
ARTICLE 19	COURT TIME PAY	11
ARTICLE 20	CALL-IN PAY	11
ARTICLE 21	HOLIDAYS	12
ARTICLE 22	HEALTH INSURANCE	12
ARTICLE 23	LIFE INSURANCE	14
ARTICLE 24	PERSONAL LIABILITY INSURANCE	14
ARTICLE 25	RETIREMENT	14

05-11-15
0513-08
13-MED-09-1025
K32195

SECTION IV. TERMS & CONDITIONS OF EMPLOYMENT

ARTICLE 26 SENIORITY 14
ARTICLE 27 SHIFT/ DAYS OFF & SECURITY POST ASSIGNMENTS 15
ARTICLE 28 POST ORDERS 17
ARTICLE 29 HEALTH AND SAFETY 17
ARTICLE 30 SHOOTING INCIDENTS 18
ARTICLE 31 FACIAL HAIR 18
ARTICLE 32 EMPLOYEE RIGHTS AND DISCIPLINE 18
ARTICLE 33 GRIEVANCE PROCEDURE 20
ARTICLE 34 HIRING 22
ARTICLE 35 NON-USE OF EMPLOYEE VEHICLE 23
ARTICLE 36 PARKING 23
ARTICLE 37 TEMPORARY POST CLOSINGS 23
ARTICLE 38 OUTSIDE EMPLOYMENT 23
ARTICLE 39 LAYOFF AND RECALL 24

SECTION V. LEAVES

ARTICLE 40 SICK LEAVE 25
ARTICLE 41 SICK LEAVE DONATION PROGRAM 26
ARTICLE 42 FITNESS-FOR-DUTY EXAM/ SUBSTANCE ABUSE 27
ARTICLE 43 FITNESS-FOR-DUTY EXAM/ OTHER 29
ARTICLE 44 FAMILY AND MEDICAL LEAVE ACT 30
ARTICLE 45 VACATION LEAVE 30
ARTICLE 46 INJURY/ ILLNESS LEAVE/ WAGE CONTINUATION 31
ARTICLE 47 BEREAVEMENT LEAVE 32
ARTICLE 48 JURY DUTY/ COURT LEAVE 32
ARTICLE 49 PERSONAL COURT LEAVE 33
ARTICLE 50 MILITARY LEAVE 33
ARTICLE 51 LEAVE OF ABSENCE WITHOUT PAY 33

SECTION VI. MISCELLANEOUS

ARTICLE 52 SEVERABILITY 34
ARTICLE 53 MODIFICATION 34
ARTICLE 54 REPRODUCTION OF AGREEMENT 34
ARTICLE 55 PROMOTIONS 35
ARTICLE 56 DURATION 35

05-11-15
0513-08
13-MED-09-1025
K32195

:TION I. INTRODUCTORY

PREAMBLE

This Agreement is entered into by and between Cuyahoga County, hereinafter known as "the County" or the "Employer" and the Ohio Patrolmen's Benevolent Association, hereinafter known as the "Union" representing Employees, herein defined as Security Officers, a.k.a. Protective Services Officers and hereinafter known as "Employees" in the Cuyahoga County Sheriff's Department.

Article 1. PURPOSE OF AGREEMENT

It is the intention of this Agreement to: (1) maintain harmonious relations between Cuyahoga County and its Employees represented by the Union; (2) that all dealings between the parties hereto shall be conducted in a legal manner and consistent with efficient and progressive service towards the Employer, the Employees, and the public interest; (3) to achieve and maintain a satisfactory and stabilized employer/employee relationship and to provide improved work performance; (4) to provide for the peaceful and equitable adjustment of differences which may arise, and to maintain the efficiency of the department; and (5) 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 2. PLEDGE AGAINST DISCRIMINATION

SECTION 1. The provisions of this Agreement shall be applied equally to all Employees in the bargaining unit, ensuring that Employees of the County will be employed in the public service without discrimination on the basis of race, color, religion, sex, national origin, sexual orientation, disability, age, ancestry, marital status, political opinions or affiliations, veterans' status or for activities on behalf of the Union. Both parties equally share the responsibility for applying this provision of the Agreement.

Article 3. MANAGEMENT RIGHTS

SECTION 1. Unless the Employer agrees otherwise in this Agreement, nothing impairs the right and responsibility of the Employer:

1) to determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the

05-11-15
0513-08
13-MED-09-1025
K32195

public employer, its standards of services, its overall budget, its utilization of technology and organizational structure;

to direct, supervise, evaluate and hire Employees;

to maintain and improve the efficiency and effectiveness of operations;

4) to determine the overall methods, process, means and personnel by which operations are to be conducted;

5) to suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, train, and administer tests based on the training, and schedule, promote and retain Employees;

6) to determine the adequacy and size of the work force;

7) to determine the overall mission of the Employer as a unit of government;

8) to effectively manage the work force;

9) to take actions to carry out the mission of the public Employer as a governmental unit;

10) to require a medical, toxicological, or psychological examination to determine performance capability and suitability for continued employment, at the Employer's expense, from a physician designated by the Employer.

Further, this Article does not limit the rights of the Employer under Ohio Revised Code Section 4117.08.

SECTION II. UNION-RELATED

Article 4. UNION RECOGNITION

SECTION 1. The Employer hereby recognizes the Union as the sole collective bargaining agent with respect to wages, hours, terms and other conditions of employment for Protective Services Officers as described by the State Employment Relations Board (SERB) Case No. 10-REP-04-0064, certified May 6, 2010, but excluding Supervisory and Management level personnel as defined by SERB.

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

Article 5. PROBATIONARY PERIOD

SECTION 1. Every newly-hired full-time Employee will be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the Employee receives compensation from the Employer. The probationary period shall continue for a period of one hundred eighty (180) calendar days. Employees may be terminated during their probationary period for any reason without appeal.

SECTION 2. Probationary evaluations shall not be subject to the formal Grievance Procedure. Probationary Employees may join the Union but may not file grievances until they have satisfactorily completed their probationary period. The Union shall not review probationary evaluations.

Article 6. UNION REPRESENTATION

SECTION 1. For the purpose of processing grievances and collective bargaining, the Union shall be represented by six (6) Directors who shall be elected by members of the bargaining unit. No employee shall be permitted to serve as a Union Director who has less than one (1) year of employment. The Senior Director or his/her designee may attend all grievance hearings. If a grievance meeting is scheduled during regular duty hours of the Senior Director or his/her designee, and/or the grievant, they shall not suffer any loss of pay while attending the meeting.

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

SECTION 3. The Business Agent of the Union shall be permitted to visit on the premises to meet with the Union members with prior notification to the Employer. The Union agrees that such visits will be kept to a minimum.

SECTION 4. A Director shall be permitted to investigate and process a grievance within his/her shift and attend meetings as provided in the grievance procedure during 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 receive approval from their immediate supervisor prior to beginning any such activity and permission shall not be unreasonably withheld.

Article 7. UNION SECURITY/CHECK-OFF DUES

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

05-11-15
0513-08
13-MED-09-1025
K32195

remain members of the Union provided that such employee may resign from the in accordance with state or federal law. Notice of resignation must be in writing resented to the Union Representatives or the Employer during this period. The ent of an initiation fee and dues uniformly required of the membership shall be the equisite condition of Union membership. If the Union during the life of this ment obtains fifty percent (50%) of the eligible bargaining unit as members, then all ining unit Employees who are non-union members will be required to pay a fair share fee to the extent consistent with Chapter 4117 of the Ohio Revised Code and Sections 2, 3, and 4 below will become effective immediately. 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. Any Employee who is not a member of the Union and who does not make application for membership within one (1) month following the ratification of the Agreement, shall, as a condition of employment, pay to the Union through payroll deduction a Fair Share Fee.

SECTION 3. Any future employee who does not make application for Union membership 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.

SECTION 4. The Employer will deduct initiation fees and monthly dues from the pay of Employees covered by this Agreement and upon receipt from the Union of individual written authorization cards voluntarily executed by an Employee for that purpose and bearing his signature, with the exception of non-members, who, if Sections 2, 3, and 4 of this Article are not applicable, shall have fair share fees deducted in accordance with Ohio Revised Code Section 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 month pay being insufficient for such purpose, an amount equal to the shortage shall be deducted, but no greater than a double deduction, from the pay earned in the first pay of the following month, or if that is insufficient, a subsequent period.

SECTION 5. 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 deduction is made, and upon receipt, the Union shall assume full responsibility for this deposition of all funds deducted. Immediately upon hiring a new Employee who is subject to a Fair Share Fee, the Employer shall provide the Union, 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 fee. The Employer will likewise furnish names and addresses of other Employees becoming subject to a Fair Share Fee at least thirty (30) days prior to deduction.

SECTION 6. 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 Union jointly).

05-11-15
0513-08
13-MED-09-1025
K32195

SECTION 7. All Employees of the bargaining unit shall have all rights and ges set forth in Ohio Revised Code, Section 4117.09(C) pertaining to the Union's al rebate procedure regarding political or other expenditures by the Union that are lated to collective bargaining.

ARTICLE 8. UNION BUSINESS LEAVE OF ABSENCE

SECTION 1. Directors and bargaining committee members involved in union business will be permitted thirty (30) days, in the aggregate, leave without pay per contract year. Any additional time needed, may with the approval of the Employer, be taken from vacation or compensatory time. The Union shall give the Employer a seven (7) calendar day written notice of all Union business leave requests.

Article 9. UNION RIGHTS

SECTION 1. The parties agree that the Employer will provide the Union with copies of all policy and procedure manuals, rules and regulation manuals, and Employee handbooks relative to this Unit. The Employer agrees to provide the Union, through its Business Agent, with a copy of any changes or amendments made to these documents during the term of this Agreement.

SECTION 2. A member of the bargaining unit designated by the Union shall be afforded the opportunity to speak on Union business to all newly hired Protective Services Officers.

SECTION 3. The Union agrees to furnish the Employer with six (6) copies of the Union constitution and other non-confidential information applicable to this unit within sixty (60) days after the signing of this Agreement.

Article 10. NO STRIKE/NO LOCKOUT

SECTION 1. Inasmuch as this agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for the uninterrupted services to the citizens of Cuyahoga County, employees, residents, temporary, or permanent, residing in County facilities.

Therefore, the Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid condone, or participate in any strike, sympathy strike, work stoppage, or any other interruption of operations or services of the Employer by its members or other employees of the Employer, during the term of this agreement. When the Employer notifies the Union that any of its members are engaged in any such strike activity, as outlined herein, the Union shall immediately, conspicuously post notice over signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all Employees to immediately return to work.

05-11-15
0513-08
13-MED-09-1025
K32195

Should the Union fail to post such notice, the Employer shall have the option of ıg appropriate legal remedies. Any Employee failing to return to work after ation by the Union, as provided herein, or who participates or promotes such strike ies, as previously outlined, may be disciplined and/or discharged and only the ion of whether the Employee did, in fact, participate in or promote such action shall bject to appeal.

SECTION 2. The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of bargaining unit Employees during the term of this Agreement.

Article 11. BULLETIN BOARDS & DISTRIBUTION OF UNION MATERIALS

SECTION 1. The Employer shall provide bulletin boards in a proper location solely for use by the Union to post official OPBA notices. It is agreed that the following notices can be posted which shall not require prior Employer approval:

1. Official OPBA notices or materials of Union business or concern, including procedures, informational notes, endorsements, opportunities, benefits, rules and regulations of the Union, notice of Union meetings, and election results.

2. No material shall be posted that is illegal, illicit, or otherwise considered unacceptable to the general public.

3. No writings or postings may contain anything critical of the Employer, any county department, or county employee.

4. A representative of the Union shall be permitted access to bulletin boards to post material.

5. Bulletin Boards shall be placed at the following locations.

   a. 1642 Lakeside Avenue
   b. 1640 Superior Avenue – Virgil E. Brown Building
   c. 3955 Euclid Avenue – Jane Edna Hunter Building
   d. Juvenile Justice Center

SECTION 2. The Employer shall provide locking, glass enclosed bulletin boards at the above locations.

SECTION 3. The Employer shall provide the labor, time, and materials necessary to install the bulletin boards.

SECTION 4. The Union shall take sole responsibility for all materials placed upon the bulletin boards.

SECTION 5. Union representatives may distribute materials to all posts manned on each shift. Employee Representatives shall only engage in this activity on

05-11-15
0513-08
13-MED-09-1025
K32195

own time, with prior notification to the Employer, and there shall be no disruption of ork force.

Article 12. LABOR/ MANAGEMENT COMMITTEE

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

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

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

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

SECTION III. WAGES & BENEFITS

Article 13. WAGES

SECTION 1. Effective the first day of the first full pay period in January, 2015, each step of the wage schedule shall be increased by a $0.40 per hour equity adjustment. Following the implementation of the equity adjustment, each step of the wage scale shall be increased by two percent (2.0%), effective the first day of the first full pay period in January, 2015. The wage schedule for 2015 is as follows:

	2015
Step 1	14.60
Step 2	15.12
Step 3	15.63
Step 4	16.40

05-11-15
0513-08
13-MED-09-1025
K32195

Step 5	17.80

SECTION 2. Effective the first day of the first full pay period in January, 2016, step of the wage schedule shall be increased by two percent (2.0%). Effective the ay of the first full pay period in January, 2017, each step of the wage schedule e increased by two percent (2.0%). The new wage schedules for 2016 and 2017 follows:

	2016	2017
Step 1	14.89	15.19
Step 2	15.42	15.73
Step 3	15.94	16.26
Step 4	16.73	17.06
Step 5	18.15	18.52

SECTION 3. During the term of this Agreement, an Employee shall advance one step on the wage schedule on each anniversary of date of hire.

Article 14. SHIFT DIFFERENTIAL

SECTION 1. For purposes of determining an Employee's shift differential only, the parties agree to designate shift parameters as follows: first shift starting times shall be those from 4:00 am to 10:59 am; second shift starting times range from 11:00 am to 7:59 pm and third shift starting times are from 8:00 pm to 3:59 am. The determination of the shift to which an Employee is assigned is based on the Employee's regular starting time.

SECTION 2. All floaters shall be designated to work a specific shift and shall receive shift differential pursuant to the procedure identified herein.

SECTION 3. Employees who are designated as first shift Employees based on their start-times as stated in above shall receive no shift differential for all hours worked in pay status. Employees who are designated as second shift Employees based on their regular starting time as stated in Section 1 above shall receive twenty-five cents ($0.25) per hour for all hours in pay status. Employees who are designated as third shift Employees as stated in Section 1 above shall receive fifty cents ($0.50) per hour for all hours in pay status.

SECTION 4. If an Employee works overtime either before or after his/her regular assigned shift, the differential follows the Employee. For example, a designated second shift Employee working third shift or first shift overtime will receive overtime pay with a shift differential of twenty-five cents ($0.25) for hours worked. A designated third shift Employee working first shift or second shift overtime will receive overtime pay with a shift differential of fifty cents ($0.50) for hours worked. An Employee on first shift working overtime on third shift or second shift receives overtime pay with no shift differential.

05-11-15
0513-08
13-MED-09-1025
K82195

Article 15. LONGEVITY

SECTION 1. Employees who have five (5) years of continuous, uninterrupted [illegible]e with Cuyahoga County shall be paid a longevity allowance of $250.00. Longevity [illegible]e paid in the pay period in which the anniversary date occurs. The Employee shall [illegible]e paid the amount of $75.00 for each year of full continuous service after the initial [illegible] (5) years and is to be added to the original amount set forth the five (5) year period until a maximum of one thousand two hundred twenty-five dollars ($1225.00) is reached. The said amounts, previously covered, shall be paid every year until the Employee retires. In the year of retirement, said allowance shall be paid but include the full years and prorated months in the retirement year.

Article 16. UNIFORM & EQUIPMENT

SECTION 1. The initial uniform issue shall be completed by the Employee's 90th day. The initial uniform issuance shall be:

Headgear	1 Winter	Duty Belt	1
Headgear	1 Summer	Handcuffs	1
SS Shirts	4	Handcuff Case	1
LS Shirts	4	Ammunition	18
Rounds		Badge	2
Tie	2	Name Tag	1
Pants	4	Biohazard Kit	1
Less-than-Lethal Device		All Purpose Jacket	1
Holster	1	Speedloaders	2
Rain Coat	1	Belt keepers	4

SECTION 2. Employees shall receive an annual uniform maintenance allowance of five hundred seventy-five dollars ($575.00).

SECTION 3. It is hereby recognized and agreed that all items issued pursuant to Section 1 of this article remain the property of the Employer. At the termination of employment, either voluntary or involuntary, the Employee must return all items issued by the Employer. It is further agreed that any item issued under this article that is not returned shall be deducted from any compensation due the Employee including, but not limited to, wage, vacation, or compensatory time. Each Employee further agrees that the final paycheck shall be held until this account is settled.

Article 17. HOURS OF WORK

SECTION 1. The normal workday shall consist of eight (8) hours. The normal workweek shall consist of five (5) consecutive workdays and two (2) consecutive days off, unless consecutive days off are not consistent with the operational needs of the post.

05-11-15
0513-08
13-MED-09-1025
K32195

SECTION 2. Employees shall receive a thirty (30) minute paid lunch period. :mployer will make a reasonable effort to schedule the lunch break between the and fifth hour of each Employee's shift.

SECTION 3. The Employer will provide a list of approved posts that may leave emises for lunch and the corresponding boundaries.

SECTION 4. Reasonable requests for breaks during an Employee's shift shall not be unreasonably denied.

Article 18. OVERTIME

SECTION 1. An Employee required to work more than forty (40) hours in any workweek shall be compensated at one and one-half times his regular rate of pay, or, at the Employee's option, receive compensatory time credited at one and one-half hours for each overtime hour worked up to two hundred forty (240) hours. Employees shall be provided with the opportunity, on a weekly basis, to state their choice of compensation. Compensated holidays, vacation, compensatory time, and sick leave utilized for pre-approved medical appointments shall be considered time worked for purposes of the overtime calculation. Employees called into work on a scheduled day off shall be compensated at the rate of one and one-half times his regular rate of pay.

SECTION 2. Compensatory time may be accumulated up to two-hundred and forty (240) hours. Compensatory time shall be used within two (2) years of accrual. After two (2) years, accrued compensatory time shall be paid to the Employee.

SECTION 3. Use of compensatory time is subject to the following criteria:

1. If an Employee with accrued compensatory time requests permission to use such leave more than seventy-two (72) hours prior to the start of the requested leave, the Employer shall grant the request for leave unless the granting of that Employee's leave would unduly disrupt the effective functioning of the Department.

2. If an Employee requests accrued compensatory time less than seventy-two (72) hours but more than two (2) hours prior to the start of the requested leave, the Employer shall grant such leave so long as minimum staffing is met at the time the request is received by the Employer.

3. If an Employee requests accrued compensatory time two (2) hours or less prior to his/her scheduled work hours, the Employer shall grant the leave upon receipt of acceptable documentation of the Employee's emergency, medical circumstances affecting the Employee or other evidence of extenuating circumstances.

4. If an Employee requests accrued compensatory time two (2) hours or less before his/her scheduled work hours without acceptable documentation of the Employee's emergency, medical reason affecting the Employee or other extenuating circumstances, the Employer may, at its discretion, grant or deny the request.

5. Any denial based on the Employer's exercise of discretion under section (4) of this Agreement shall not be subject to the grievance procedure.

05-11-15
0513-08
13-MED-09-1025
K32195

SECTION 4. Scheduled overtime will be distributed equitably on the basis of ity as much as reasonably practicable based on the following procedure:

All Employees working the site, not necessarily the post, rotated based on seniority.

2. Rotating list of all Employees based on seniority.

SECTION 5. Unscheduled overtime will be distributed equitably on the basis of seniority as much as reasonably practicable based on the following procedure:

1. All Employees working the site, not necessarily the post, and who are working the shift prior to the overtime opportunity on a rotating basis by seniority.

2. All other Employees working the shift prior to the overtime opportunity on a rotating basis by seniority.

SECTION 6. Overtime hours that are built-in to a scheduled post assignment shall not be counted for the purpose of rotating overtime opportunities.

SECTION 7. In the event that mandatory overtime is necessary, it will be rotated on the basis of inverse seniority, with the least senior Employee being assigned mandatory overtime first, then the next least senior, and or so on all the way up through the list. The mandatory overtime rotation will start over after each quarter.

SECTION 8. Supervisors shall make one (1) attempt to contact an Employee; it shall be logged and the Employee then offered the next assignment based on seniority.

Article 19. COURT TIME PAY

SECTION 1. When an Employee is required to attend a court hearing in direct connection with his/her position as a Protective Services Officer, the Employee shall be granted time off with pay to attend the court proceedings.

SECTION 2. If the court appearance is scheduled during the Employee's normal shift, the Employee shall be relieved of his/her regularly scheduled duties and compensated at his/her regular rate. The Employee shall be compensated for an additional three (3) hours beyond the end of his/her regular shift.

SECTION 3. An Employee who is required to attend a court proceeding in direct connection with his/her position as a Protective Services Officer on an day off shall be compensated for three (3) hours at time-and-a-half (1½) or actual hours worked at time- and-a-half (1½), whichever is greater.

Article 20. CALL-IN PAY

SECTION 1. An Employee who is required to report back to work at a time that he/she is normally scheduled off shall receive a minimum of three (3) hours of work or

05-11-15
0513-08
13-MED-09-1025
K32195

(3) hours of pay in lieu thereof at the applicable rate. If a call-in assignment or ng is less than three (3) hours in duration, the Employer may give the Employee ›tion to stay and work for the full three (3) hours or to leave and be compensated at ›plicable rate only for the time actually worked. If the Employer orders the ›yee to go home, the Employee shall receive a minimum of three (3) hours of pay applicable rate.

Article 21. 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) Presidents' Day
4) Memorial Day
5) Independence Day
6) Labor Day
7) Columbus Day
8) Veterans' Day
9) Thanksgiving
10) Day after Thanksgiving
11) Christmas Day

SECTION 2. Any Employee required to work one of the recognized holidays is entitled to receive compensation at the rate of one and one-half (1 & 1/2) times his/her regular rate of pay for all hours worked, in addition to receiving regular holiday pay.

SECTION 3. To be entitled to holiday pay, an Employee must be on the active payroll during the week in which the holiday occurs. Further, to be entitled to holiday pay, Employees must work their scheduled shift the workday before, during and the workday after the holiday. If the Employer does not schedule an Employee for the day before the holiday or the day after, the Employee shall receive holiday pay. For purposes of this article, a "scheduled shift" does not include vacation leave or approved compensatory time.

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

Article 22. 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.

05-11-15
0513-08
13-MED-09-1025
K32195

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

a) METROHEALTH PLAN

County shall offer a plan through MetroHealth at no bi-weekly cost to employees.

b) OTHER BENEFIT PLANS

The biweekly health insurance contribution rates shall be as follows:

Employer 90% of plan costs; Employee 10% of plan costs.

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

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

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

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

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

SECTION 8. A waiting period of no more than one hundred twenty (120) calendar days may be required before new Employees are eligible to receive health and/or other insurance benefits. During the waiting period, the Employer may require Employees who desire coverage to purchase it through a third-party vendor instead of participating in the County plans that are offered to regular full-time Employees. New Employees shall be eligible to participate in the County plans on the first date of the first month following completion of the waiting period.

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

05-11-15
0513-08
13-MED-09-1025
K32195

Article 23. LIFE INSURANCE

The Employer shall provide life insurance benefits to all bargaining unit ›yees equal to the life insurance benefits provided to non-bargaining unit ›yees. Any positive changes in the life insurance benefits provided to non- ining unit Employees shall be applicable to all bargaining unit Employees. If the Employer agrees to an increase in life insurance benefits in negotiations with another bargaining unit or if an improvement in benefits results from fact-finding or conciliation, the improvement in benefits shall be extended to this bargaining unit.

Article 24. PERSONAL LIABILITY INSURANCE

SECTION 1. The County will indemnify all Employees of this bargaining unit pursuant to applicable State law.

Article 25. RETIREMENT

SECTION 1. Upon retirement, an Employee with ten (10) or more years of service may receive cash payment for thirty percent (30%) of the value of the accrued but unused sick leave balance, not to exceed two hundred forty (240) hours.

SECTION 2. The Employer's retirement plan shall be governed by the Ohio Public Employees Retirement System. The Employer agrees to continue a salary pickup plan pursuant to the PERS rules and regulations.

SECTION 3. When employment is terminated, the Employee shall receive full compensation for accrued vacation, holiday, and compensatory time.

SECTION IV. TERMS & CONDITIONS OF EMPLOYMENT

Article 26. SENIORITY

SECTION 1. Seniority shall be defined as an Employee's uninterrupted length of continuous service with the Protective Services Officers' bargaining unit. Seniority shall be calculated from the Employee's initial date of hire. An Employee promoted to a position outside of the bargaining unit who is later deprived of that position and is returned to regular work within the bargaining unit shall have his/her name immediately restored to the bargaining unit seniority list with all seniority held at the time of promotion, but not accumulated.

In the event that more than one Employee has the same date of hire, seniority will be determined by alphabetical listing of their last name with "A" being the highest and "Z" being the lowest in seniority on the initial date of hire. Employees' placement on the seniority list by last name shall be determined as of the date of transfer of this

05-11-15
0513-08
13-MED-09-1025
K32195

ining unit to the Sheriff's Office in March, 2010 and shall remain unchanged ghout the duration of employment.

SECTION 2. An approved leave of absence does not constitute a break in uous service provided the Employee follows the procedure for such leave and s to active service immediately following the expiration of the approved leave t as otherwise provided.

SECTION 3. An Employee shall lose his/her seniority when the Employee:

1. resigns or retires; or
2. is discharged for just cause; or
3. is absent from scheduled work for at least three (3) consecutive work days without a valid excuse; or
4. fails to return to work within fourteen (14) calendar days after the initial date of receipt of certified mailing of a recall notice after layoff;
5. fails to apply for reinstatement within 30 calendar days of discontinuation of PERS disability retirement benefits.

SECTION 4. Employees shall continue accrual of seniority while on Employer-approved disability separation not to exceed two (2) years and for other reasons specifically stated in the contract provisions herein.

Article 27. SHIFT/DAYS OFF AND SECURITY POST ASSIGNMENTS

SECTION 1. The Employer shall promulgate a list of all security posts to which Employees may be assigned. In addition, the Employer shall promulgate a list of all security posts exempt from the selection process. The list shall include all posts currently referred to as "Floaters". The master list shall include all of the following: the location of each security post, hours of work for each security post, and days off associated with each security post.

SECTION 2. Employees may select all security posts based on seniority. except those designated exempt in this article. Employer assignment of exempt security posts, hours of work and days off shall be based upon experience, active disciplinary record and pending discipline (except for verbal warnings that are not grievable pursuant to Article 33, Section 6), training, and personal appearance. If all the above criteria are equal, seniority shall be the governing factor. For exempt posts, client requests shall be given special consideration. The selection shall occur at 1642 Lakeside Avenue, Cleveland, Ohio, or any other mutually-agreeable location.

SECTION 3. The following posts are designated as "Exempt" posts and are not available for bidding as defined in this article:

Dispatch
Patrol
Physical Security

05-11-15
0513-08
13-MED-09-1025
K32195

SECTION 4. Employees in the bargaining unit will be given an appointment by seniority, to sign up for their specific shift, days off, and post. As appointments scheduled by seniority, some Employees may be required to come in on their off time to sign up for their selection.

SECTION 5. A Union representative, designated by the O.P.B.A., shall be nt during the selection process.

SECTION 6. The Employer has the responsibility to notify Employees on approved leaves or leaves of absence of imminent shift, days off, and post selections. The Employer will inform said Employees of their appointment time and date of selection.

SECTION 7. Employees who are unable to make their appointment may call the number pre-designated by O.P.B.A., during their appointment time, and communicate their selection to the O.P.B.A. representative monitoring the selection process. The O.P.B.A. representative monitoring the selection process shall be the only person authorized to sign another employee's name to the Master List.

SECTION 8. An Employee who fails to make their appointment or contact the O.P.B.A. representative shall be assigned at the discretion of the Employer after the selection process is complete.

SECTION 9. The selection process shall occur at least one time annually at a date to be determined by the Employer.

SECTION 10. Newly created posts and vacancies (except for exempt posts) shall be offered to "floaters" and then "multi-post floaters" based on seniority. Floater assignments consisting of more than one full pay period at the same post shall be offered to floaters by seniority. "New Hires" shall be assigned as floaters.

SECTION 11. The Employer may, during an emergency situation or at the request of a client, make a temporary post change not to exceed ten (10) work days. The Employer agrees to inform the O.P.B.A. business agent/attorney and Senior Director as soon as possible, but not later than five (5) calendar days after a temporary post change is made. The Employer further agrees to inform the O.P.B.A. business agent/attorney and Senior Director in writing of the situation or nature of the complaint necessitating the post change. After ten (10) work days, the Employee shall be returned to his/her post unless the temporary assignment is to be made permanent. If the temporary assignment is to be made permanent, the Union may request that the Employer provide the Employee with the opportunity to participate in a meeting with the Protective Services Manager and/or his/her designee and Senior Director of the Union and/or his/her designee. Unless otherwise agreed by the Union, the meeting shall be held within fifteen (15) calendar days of the Union's written request. If the temporary assignment is to be made permanent, the O.P.B.A. business agent/attorney and Senior Director shall be notified in writing and the Employee may select another post/shift from among non-exempt posts/shifts that are vacant. The Employee may apply for exempt posts/shifts that are vacant. If the post change is made permanent following the meeting the Union may file a grievance at Step 2.

05-11-15
0513-08
13-MED-09-1025
K32195

SECTION 12. When the Employer determines to eliminate a post, the Employer shall notify the Union at least fourteen (14) calendar days in advance of the effective date of the post elimination, or as soon as practicable if the Employer receives less than fourteen (14) calendar days' notice. Employees whose posts are eliminated may select another post/shift from among the non-exempt posts/shifts that are vacant. The Employee may apply for exempt posts/shifts that are vacant.

Article 28. POST ORDERS

SECTION 1. The Employer shall provide written guidelines and instructions for each position where an Employee may be assigned. Said post orders shall be evaluated as necessary.

SECTION 2. It shall be the responsibility of the Employee to read and be guided by any post order pertaining to a position to which he/she is assigned. If the Employee has any questions, he/she shall convey them immediately to the appropriate on duty Sergeant.

Article 29. HEALTH & SAFETY

SECTION 1. The Employer agrees to maintain safe working facilities, vehicles, tools, and equipment.

SECTION 2. The Employer shall maintain suitable first aid equipment at all posts.

SECTION 3. Complaints involving unsafe equipment and/or conditions should be reported by the Employee to an immediate supervisor. If the unsafe equipment or conditions are not corrected, the Employee and/or the Union may process a complaint directly to Step 2 of the Grievance Procedure.

SECTION 4. All parking lot shanties shall be furnished with heaters and air conditioning.

SECTION 5. The parties shall form a special Labor-Management Committee to address ongoing issues of operational safety and security including training for bargaining unit employees on such topics of use of force, use of force continuum, self defense and related matters. The committee will address job related training and/or testing which is job related and consistent with the operational needs of the Sheriff's Department. It is understood that the parties are equal partners regarding the development of a health and safety agreement, and to this end they agree to utilize an interest based approach to develop training and assessment tools. The parties hereby agree to contact the Federal Mediation and Conciliation Service or the State Employment Relations Board to provide a facilitator and the training necessary to engage in an interest based labor management approach as outlined herein.

Training in the interest based process will be scheduled no later than ninety (90) days following the execution of the new Agreement between the parties, and the labor management committee will meet no less than once each month commencing no later

05-11-15
0513-08
13-MED-09-1025
K32195

30 days following interest based training until the project is completed or no later twelve (12) months from the date of the first labor management committee meeting. parties may agree to extend the twelve (12) month period. The Employer may ment training and assessment tools in the event the committee is unable to finalize project following twelve (12) months of committee deliberations although mentation will be based in part upon concepts and deliberations resulting from the of the labor management committee. It is understood that the goal of the Employer is not disciplinary in nature. The committee may meet more than once monthly based on consensus agreement. Each party is free to submit issues of health and safety to the labor management committee including recommendations regarding the utilization of an expert assessor and trainer. The Employer does not relinquish its right to require training of bargaining unit employees at any time.

Article 30. SHOOTING INCIDENTS

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

SECTION 2. Employees authorized to use stress leave shall be subject to a mandatory referral to an employee assistance program that is designated by the Employer, e.g. Ease@Work or other Employer-approved entity, which entity shall only confirm the Employee's attendance. All other information between the Employee and the assistance program entity shall remain confidential.

Article 31. FACIAL HAIR

Restrictions and exemptions relative to facial hair shall be governed by the provisions in the Rules and Regulations Manual for Protective Services.

Article 32. EMPLOYEE RIGHTS AND DISCIPLINE

SECTION 1. For the purpose of determining the severity of discipline being imposed on a current charge, the Employer shall not take into account any prior disciplinary action that occurred more than two (2) years prior to the date that the current offense occurred. Except in emergency situations, the Employer shall issue discipline within thirty (30) working days of the date of the pre-disciplinary conference.

SECTION 2. An Employee shall be given a copy of any warning, reprimand, or other written disciplinary action that is entered into his/her personnel record along with the reasons for the discipline within five (5) working days of the action taken. Further, the Union's business agent/attorney and Senior Director shall be given a copy of any written discipline notice within ten (10) working days of the action.

05-11-15
0513-08
13-MED-09-1025
K32195

SECTION 3. Any unpaid suspension shall be for a specific number of days in the Employee shall be regularly scheduled to work. Holidays occurring during a d of suspension shall be counted as workdays for purposes of the suspension only.

SECTION 4. Discipline must be applied in an objective, equitable, and nable manner and shall be progressive, corrective, and never punitive. However, nding on the severity of the situation, the Employer may skip one or more of the steps in the disciplinary process. No Employee shall be disciplined except for just cause.

SECTION 5. No Employee shall be suspended without pay or terminated without first being given the opportunity to participate in a Pre-Disciplinary Conference (PDC). The Employee and the Union business representative/attorney shall receive notification in writing at least three (3) days prior to the conference. Such notification shall include the date of the conference, the time of the conference, the location of the conference, the nature of the offense and the rights of Union representation.

SECTION 6. All discipline shall be subject to the grievance procedure, except verbal warnings, which shall not be grievable.

SECTION 7. Before an Employee may be charged with any violation of the Standard Schedule of Disciplinary Offenses, any successor discipline policy or the Rules and Regulations for Protective Services for a refusal to answer questions or participate in an investigation, the Employee shall be advised that such refusal to answer questions or participate in such investigation will be the basis of such a charge.

SECTION 8. Questioning or interviewing of an Employee in the course of an internal investigation will be conducted at hours reasonably related to the Employee's shift, unless operational standards require otherwise. Investigation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities. No session may be taped unless both parties are informed of such an audio recording.

SECTION 9. An Employee that is the subject of an investigation has the right to the presence and advice of an OPBA representative and one (1) Director at all disciplinary investigations or hearings. If an Employee is a witness and not under investigation, the Employee shall be advised of this fact.

SECTION 10. An Employee may review his/her personnel file and request one (1) copy of the items included in the personnel file, which shall be provided at no cost. Additional copies shall be provided at the same cost as the public pays for such copies of public records.

SECTION 11. All complaints which involve suspension or discharge of any Employee shall be in writing.

SECTION 12. Pre-disciplinary conferences shall be conducted by a neutral management representative. The Employer shall elect the neutral management representative. At the pre-disciplinary conference, the Employee shall have the right to be represented by the Union. The Employee shall be afforded the opportunity to offer an

05-11-15
0513-08
13-MED-09-1025
K32195

nation of any alleged misconduct, to call witnesses and to offer documentation nce relevant to the charge. At the hearing, the Employee is entitled to a copy of vidence relevant to the discipline

SECTION 13. Any investigations and adjudication of discipline shall not be med by bargaining unit Employees.

SECTION 14. No allegation of misconduct shall be placed in an Employee's official personnel file except through the discipline process as outlined in this Article.

Article 33. GRIEVANCE PROCEDURE

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

SECTION 2. A grievance may be brought by the Union or an Employee covered by this Agreement. A grievance which affects a group of Employees arising from the same event and/or set of facts shall be known as a "Policy Grievance". A policy grievance may be filed at Step 2 of the Grievance Procedure by any steward.

SECTION 3. An Employee wishing to submit a formal grievance shall reduce the grievance to writing. All grievances must contain the following information:

1. Aggrieved Employee's name and signature;
2. Aggrieved Employee's classification and department;
3. Date of the event leading to the grievance;
4. A description of the incident giving rise to the grievance;
5. Date the grievance was filed in writing in each step;
6. Specific articles of the contract violated;
7. Desired remedy to resolve the grievance;
8. Signature of the OPBA representative filing the grievance.

SECTION 4. Any grievance not answered by the Employer within the stipulated time limits shall be considered to have been answered in the negative and automatically advances to the next step of the grievance procedure. Any Employee may withdraw a grievance, with the approval of the Union, at any point by submitting in writing a statement to that effect.

SECTION 5. The 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 6. Grievances involving terminations or suspensions may be initiated by the Union at Step 3 of the grievance procedure and thereafter shall be processed in accordance with the grievance mechanism as provided in this Article. Other grievances may be filed at an advanced step by written agreement between the Union and the Employer.

05-11-15
0513-08
13-MED-09-1025
K32195

SECTION 7. Where the alleged grievance is of a nature that qualifies for ı e under EEOC or OCRC, the aggrieved Employee may file a charge in accordance he rules of that body. Prior to the filing of the charge, the Employer, the Employee, ıeir representatives may meet in an effort to resolve the matter.

SECTION 8. Probationary Employees may not file grievances or participate in ıanner until the completion of their probationary period.

SECTION 9. A grievance as defined by this contract shall be processed in the following manner.

Step 1. Protective Services Lieutenant

The aggrieved Employee, with a Union steward present, shall discuss the grievance orally with a Protective Services Lieutenant or designee and/or the Employee's immediate supervisor within seven (7) working days of the occurrence that gave rise to the grievance. Step 1 discussions may take place over the telephone if all parties are available to participate. Step 1 discussions must be identified in advance by the Union as such. The immediate supervisor or lieutenant shall respond in writing to the grievance within (5) working days following the date the grievance was presented.

Step 2. Chief of Security and/or Deputy Sheriff Captain

If the grievance is not resolved in Step 1, the Employee, with the Union steward, shall refer the grievance in writing to the Chief of Security within ten (10) working days after receiving the Step 1 reply. The Chief of Security or his/her designee shall have ten (10) working days in which to schedule a meeting with the aggrieved Employee and the Union Representative. The Chief of Security or designee shall investigate and respond in writing to the grievant and the Union representative within ten (10) working days following the meeting.

Step 3. Department of Human Resources

Upon receipt of a written grievance which has been processed through both Step 1 and Step 2 of this procedure, the designee of the Department of Human Resources shall schedule a formal meeting within seven (7) working days between the aggrieved Employee, the Union Representative, a union director and the designee. Prior to this meeting taking place, the designee shall investigate the allegation(s) contained in the grievance. The designee shall provide the aggrieved Employee and the Union Representative with a written response to the grievance within ten (10) working days after the above meeting.

Step 4. Arbitration- County Law Department

If the grievance is unresolved at Step 3, the Union may advance it to arbitration by submitting a written Notice of Appeal to Arbitration to the County Law Department within thirty (30) calendar days following the date the Union received the Employer's Step 3 response. In the event the grievance is not referred to arbitration within such time limit, the grievance shall be considered resolved based upon the Employer's Step 3 response.

05-11-15
0513-08
13-MED-09-1025
K32195

SECTION 10. Within thirty (30) days after a timely request for arbitration is itted, the Union shall request a list of arbitrators from the Federal Mediation and liation Service, the Ohio State Employment Relations Board (S.E.R.B.), or any mutually-agreed labor arbitration service which shall contain the names of at least (7) arbitrators. Failure to make a timely request for the list of arbitrators shall itute a resolution of the grievance based upon the Employer's Step 3 response.

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

In no event shall the date of the hearing be sooner than thirty (30) days from the date of selection, unless waived by the parties. The decision of the arbitrator shall be final and binding upon both parties and Employee(s) involved. The arbitrator shall not have the power to add to or subtract from or modify any of the terms of this Agreement, or any Agreement made supplementary thereto. Arbitrators shall limit their decisions strictly to interpretation, application, or enforcement of the specific articles and selections of this contract, and he/she shall be without power or authority to make any decision:

1. Contrary to or inconsistent with or modifying or varying in any way the terms of this contract.

2. Add to, detract from, or alter in any way provisions of this contract.

The written decision of the Arbitrator resulting from any arbitration of grievances hereunder 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.

The fees and expenses of the arbitrator shall be borne by the loser. Furthermore, the aggrieved Employee, Union steward, and any necessary witness shall not lose any regular straight time pay for the time off the job while attending any arbitration proceedings.

Article 34. HIRING

SECTION 1. Employees shall be hired in accordance with applicable policies and procedures of Cuyahoga County, the Charter of Cuyahoga County and the Personnel Review Commission (PRC).

05-11-15
0513-08
13-MED-09-1025
K32195

Article 35. NON-USE OF EMPLOYEE VEHICLE

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

SECTION 2. Employees shall be required to have and to hold a valid Ohio 's License. This requirement does not apply to Employees hired before January 1, 1999.

Article 36. PARKING

Parking for all Employees who work second and third shift shall be free at all Employer lots and garages. First shift Employees shall pay the cost at designated lots consistent with past practice. In the event the County implements a County-wide parking policy during this Agreement, the parties may file to reopen this article.

Article 37. TEMPORARY POST CLOSINGS

SECTION 1. If a post to which an Employee is assigned closes for the day, the Employer may reassign the Employee to another post or allow him/her to use accumulated vacation or compensatory time for the balance of the workday. The Employer guarantees the Employee a forty (40) hour workweek regardless of closings at any particular post.

Article 38. OUTSIDE EMPLOYMENT

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

a) The outside employment may not be such as would in any manner adversely affect or interfere with the Employee's performance of duties for the Sheriff's Department.

b) The outside employment may not create an actual conflict of interest or the appearance of a conflict of interest with the operations of the Sheriff's Department.

c) The outside employment may not be such as would create an appearance of impropriety.

d) The outside employment may not be at a place of business where any principal or officer of the business or the business itself has been convicted of or is under investigation for serious criminal conduct.

05-11-15
0513-08
13-MED-09-1025
K32195

e) The outside employment may not involve more than thirty (30) hours of work per week.

f) Employees seeking outside employment shall provide the Employer with evidence that liability insurance satisfactory to the Employer or a hold harmless agreement satisfactory to the Employer has been secured which shall hold the Employer, Cuyahoga County and their representatives, harmless from any actions or inactions arising out of the Employee's outside employment.

g) Upon request, an Employee shall be provided a written explanation for denial and/or rescission of outside employment authorization unless otherwise precluded by law.

SECTION 2. Requests shall be approved by the Employer prior to the commencement of outside employment and such applications shall be renewed annually thereafter. Requests for approval will be acted upon by the Employer as soon as is practicable. The Employer shall have the right to rescind previously granted permission for outside employment upon a change of circumstances and in accordance with the criteria set forth above in this Article. In view of the nature of the duties and responsibilities of Employees and the liability which may flow from their actions or inactions, the parties agree that neither the Employer's denial of a request for outside employment nor the Employer's rescission of previously granted permission for such employment shall be subject to the grievance procedure. An employee may, however, file a request for reconsideration with the Sheriff.

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

Article 39. LAYOFF AND RECALL

SECTION 1. When the Employer determines that a layoff or job abolishment is necessary, the Employer shall notify the affected Employee(s) and the Union at least twenty-one (21) days in advance of the effective date of such layoff. If the Union requests, the parties shall meet to discuss the Employer's action. Employees whose jobs are abolished shall have the same rights as an Employee involved in a layoff action who is on layoff due to reasons other than job abolishment.

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

1. Temporary Employees;
2. Part-time Employees;
3. New hires who have not completed their probationary period;
4. Employees who have completed their probationary period.

05-11-15
0513-08
13-MED-09-1025
K32195

event that more than one Employee has the same date of hire, seniority will be nined by alphabetical listing of their last name, with "A" being the highest and "Z" the lowest in seniority on the initial date of hire, and shall remain unchanged ghout the duration of employment.

SECTION 3. Employees who are laid off shall be placed on a recall list for a l of eighteen (18) 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 eighteen (18) months, however.

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

SECTION 5. The recalled Employee shall have fourteen (14) calendar days following the date of the receipt of the recall notice, as received by the Union or Employee, to notify the Employer of his/her 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.

SECTION V. LEAVES

Article 40. SICK LEAVE

SECTION 1. 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. Unused sick leave may be carried forward from one calendar year to the next without a maximum.

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

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

1. Illness, injury, pregnancy related condition of the Employee or member of the Employee's immediate family where the Employee's presence is reasonably necessary for the health and welfare of the Employee or affected family member.

05-11-15
0513-08
13-MED-09-1025
K32195

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

For purposes of this article, definition of "immediate family" shall be Employee's parents; spouse, children; Employee's siblings; spouse's siblings; natural grandparents; and spouse's parents, and any child for which the Employee stands "in loco parentis".

SECTION 4. The Employee shall submit a signed, written statement to the Employer for the request and justification of sick leave through the County's web based timekeeping system (currently MyHR) within eight (8) hours following the return to work. Falsification of either the signed statement or a physician's certificate or application for use of sick leave with the intent to defraud shall be grounds for disciplinary action.

In the event of an absence from work on sick leave exceeding three (3) consecutive work days, the Employee shall provide a physician's statement upon return to work specifying the Employee's ability to return to work without restrictions. If such absence was due to the illness or injury of an immediate family member, the physician's statement shall indicate that the family member was under a physician's care and that the Employee's presence was reasonably necessary for the health and welfare of the family member.

SECTION 5. An Employee who engages in the pattern use of sick leave shall be warned by the Employer. A pattern use/abuse of sick leave includes those examples set forth in the Personnel Policies and Procedures Manual of the Cuyahoga County Department of Human Resources. If the Employee continues to engage in such conduct, the Employee may be required to submit medical documentation for the future use of sick leave.

SECTION 6. Except as otherwise provided for in this Agreement, the Employer may not deduct sick leave from an Employee's accrual without the Employee's consent.

SECTION 7. Any Employee who uses no sick time, and has no "attendance violations", as defined below, for any "rolling" six (6) month period will be permitted, upon the Employee's request, to convert five (5) sick days to five (5) vacation days. For purposes of this Section, "attendance violations" are (a) more than three (3) "tardies" in the six-month period; (b) any Standard Schedule of Disciplinary Offenses Rule No. 11 "failure to punch time clock" disciplinary violation; or (c) any accumulation of A.W.O.L., as defined in the Standard Schedule of Disciplinary Offenses, in the six-month period. Such conversion may only occur twice in a twelve (12) month period.

Article 41: SICK LEAVE DONATION PROGRAM

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

05-11-15
0513-08
13-MED-09-1025
K32195

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

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

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

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

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

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

Article 42. FITNESS-FOR-DUTY EXAMINATION/ SUBSTANCE ABUSE

SECTION 1. The Employer and the Union agree that the Employer has a responsibility to provide its Employees, its clients, and the public with the safest possible

05-11-15
0513-08
13-MED-09-1025
K32195

conditions. Therefore, where there is reasonable cause to believe that an ıdual Employee is using soliciting, or is under the influence of drugs or alcohol at such Employee will be directed to report to an Employee designated physician or :al clinic for a fitness for duty examination.

SECTION 2. The exam will be performed on Employer time and at Employer ıse and will involve appropriate testing, including possible urine or blood tests or breathalyzer exam as determined by the appropriate medical personnel.

SECTION 3. An Employee may be referred for such fitness for duty screening if at least one (1) supervisor has a reasonable suspicion that the Employee is then under the influence of alcohol or a controlled substance. Such a determination is to be made based only upon specific, objective facts and reasonable inferences drawn from those facts in the light of experience, that the Employee is then under the influence of drugs or alcohol so as to endanger fellow Employees, the public, or otherwise adversely impact on the Employee's ability to perform his/her job duties.

SECTION 4. When a supervisor determines that he/she has reasonable suspicion that an Employee is impaired, the supervisor shall proceed in accordance with the applicable provisions of the Cuyahoga County Department of Human Resources' Policies and Procedures Manual, established and amended by ordinance of Cuyahoga County Council.

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 for Employees who have previously violated the Employer's drug and alcohol rules;

(b) For Employees returning from leaves of absence if they have given the Employer a reason to suspect possible illegal drug and/or alcohol abuse. Possible reasons to suspect Substance Abuse include, but are not limited to, a history of excessive absenteeism not related to a specific illness, documented evidence of deteriorating job performance or documentation of aberrant behavior in instances where these reasons arose in the six (6) month period immediately preceding the leave of absence;

(c) An Employee involved in a motor vehicle accident while in the course and scope of employment and while operating a county vehicle.

SECTION 6. An Employee shall be entitled to the presence of a Union representative before testing is administered, provided one is immediately available. The Employer shall notify the O.P.B.A. Business Agent at a pre-designated telephone number when an incident occurs. The Employer shall set the time limit for the Union representative to arrive at the scene of the incident or the testing site.

SECTION 7. For urine samples submitted for drug testing, subject Employees will undergo an initial screen (EMIT) test. For any positive results, a confirmatory test employing the gas chromatography/mass spectrometry (GC/MS) test will be used. The Employer will ensure that there is a continuous chain of custody of any sample taken

05-11-15
0513-08
13-MED-09-1025
K32195

an Employee. Specimen collection will occur in a medical setting and every ution shall be taken to insure that the procedures shall not demean, embarrass, or physical discomfort to the Employee. The Employer will use DOT standards for nining a positive drug or alcohol test.

SECTION 8. The results of any drug and alcohol screening test will be kept confidential. An Employee who tests positive for drugs and/or alcohol will have the opportunity to review the test results and, if desired, a reasonable opportunity to rebut the results. The Employer will use the DOT standards for determining a positive drug or alcohol test. Copies of any such evaluation shall be provided to the Employer and to the individual tested. Where urine or blood samples have been taken, the samples will be preserved for a reasonable period of time and such Employee will have the opportunity to have these samples retested at a reputable laboratory of his or her choosing.

SECTION 9. Employees who may be drug or alcohol dependent are encouraged to voluntarily seek professional assistance through a reputable treatment program. The Employer's Employee Assistance Program can provide counseling and referral. All records of an Employee seeking medical rehabilitation for drug or alcohol dependency, either through E.A.P. or otherwise, will be kept strictly confidential. Voluntary assistance should be sought before dependency affects job performance so as to endanger fellow Employees, the public or otherwise adversely impact the Employee's ability to perform his or her job duties.

SECTION 10. The E.A.P. program does not supplant or alter the normal discipline and grievance procedure. An Employee subject to disciplinary charges which include substance abuse on the job will be given access to the drug and alcohol screening results and the ability to have the blood or urine sample privately tested at an independent laboratory, and the opportunity to rebut the allegation of substance abuse. Any disciplinary order issued to an Employee which includes allegations of substance abuse on the job shall list the basis upon which it was determined that there was reasonable cause to believe the Employee was using drugs or was under the influence of drugs or alcohol at work.

SECTION 11. An Employee found to have positive screens for drugs and/or alcohol will be referred to and disciplined in accordance with the Fitness for Duty program as outlined in the Policies and Procedures Manual.

Article 43. FITNESS-FOR-DUTY EXAMINATION/ OTHER

SECTION 1. If the Employer has reasonable suspicion to believe that an Employee is medically or psychologically unable to perform all of the duties of a Protective Services Officer for reasons other than set forth in the preceding article, the Employer may relieve the Employee from duty. The Employer shall place the Employee on paid administrative leave and pay the costs of a medical or psychological examination that is required by the Employer. An Employee found by the qualified medical professional selected by the Employer to have a medical or psychological disorder, condition, syndrome, or is otherwise unable to perform his/her duties shall be relieved of duty.

05-11-15
0513-08
13-MED-09-1025
K32195

If an Employee has been found unfit to perform his/her duties, time off duty may arged to any applicable sick, annual or compensatory time at the Employee's st or may be designated as FMLA leave at the Employer's initiative as permitted by

SECTION 2. An Employee relieved of duty under the preceding Section must be given medical clearance acceptable to the Employer by a qualified medical professional before being allowed to return to work. Such documentation must certify that the Employee is able to perform all of the duties of a Protective Services Officer (unless there is an A.D.A. issue that can be reasonably accommodated). If there is a disagreement between the respective qualified medical professionals, they shall select a third qualified medical professional by mutual agreement. The third examination shall be mutually paid for by the Employer and the Employee and shall be final and binding and not be subject to the grievance procedure.

Article 44. FAMILY & MEDICAL LEAVE ACT

SECTION 1. The Employer shall fully comply with all provisions of the federal Family and Medical Leave Act and have the right to administer F.M.L.A. leave to the full extent permitted by federal law, including, but not limited to, its coordination with any other leaves and other benefits.

Article 45. VACATION LEAVE

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

SECTION 2. Each full-time member of the bargaining unit with five (5) or more years of service with the Employer shall have earned, and is entitled to, one hundred twenty (120) hours of vacation leave with full pay. Such vacation leave shall accrue to the Employee at the rate of four and six-tenths (4.6) hours each bi-weekly period.

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

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

05-11-15
0513-08
13-MED-09-1025
K32195

SECTION 5. Vacation leave shall be taken only at the time mutually agreed by the Employer. The Employee may cancel a scheduled vacation with two (2) ıs advance notice to the Employer or in the case of an Employee who provides ıentation of an emergency that is acceptable to the Employer.

SECTION 6. An Employee may accumulate and carry over his/her vacation to the following year, but no vacation leave may be carried over for more than three (3) years or it will be forfeited. Forty (40) hours of earned vacation leave will be added to the vacation accrual record of the Employee upon completion of five (5), fifteen (15) and twenty-five (25) full years of employment.

Article 46. INJURY/ILLNESS LEAVE/WAGE CONTINUATION

SECTION 1. Upon a determination by the Employer, the Employer may grant up to one hundred twenty (120) consecutive calendar days per illness/injury to an Employee who is unable to perform his/her job. Any Employee who suffers bodily injury or who contracts or becomes afflicted with a serious illness that renders the Employee unable to perform their essential job function as a result of an "on-duty critical incident" shall be paid his/her regular rate of pay during the period of the injury/illness leave. The injury/illness leave shall only be for the period the Employee is unable to perform his/her duties.

"On-duty critical incident" is defined as an injury/illness resulting from active duty as a Protective Services Officer exercising the powers of an enforcement officer, including but not limited to apprehension or attempted apprehension of suspects, active participation in the prevention of crimes, vehicular patrol duty, pursuit of suspects and vehicular transportation of inmates.

SECTION 2. In order to be considered for injury leave a request for injury/illness leave must be made within forty-eight (48) hours after the Employee knew or reasonably should have known of the work-related injury illness. If the forty-eight hours expires on a weekend or holiday, the Employee must request leave on the next business day after the weekend or holiday.

SECTION 3. At the Employer's discretion, the Employee shall be subject to examination by a physician of the Employer's choice in order to confirm eligibility. The cost of the examination shall be borne by the Employer.

SECTION 4. Pay made according to this article shall not be charged to the Employee's accumulation of sick leave. If injury/illness leave is approved and the Employee used sick or vacation time to cover the approved period, the time shall be restored to the Employee's leave balance.

SECTION 5. It is mutually agreed that an Employee is prohibited from engaging in or accepting secondary employment during the period of time in which the Employee is on injury leave.

SECTION 6. Any Employee who is on injury leave subject to this article must

05-11-15
0513-08
13-MED-09-1025
K32195

for workers' compensation. Any Worker's Compensation temporary-total-benefits are paid during the one hundred twenty (120) day injury/illness leave period shall urned to the Employer.

SECTION 7. Injury leave shall be paid at the Employee's straight rate for up to urs per week and 80 hours per pay period. Employees on approved injury/illness leave shall be required to accept alternative work assignments that they are able to perform within physicians' restrictions. The Employer may require Employees on approved injury/illness leave to verify leave status every thirty (30) days or as otherwise deemed necessary.

Article 47. BEREAVEMENT LEAVE

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

SECTION 2. "Immediate family" shall be defined as the Employee's parents (natural, step, or foster); spouse; children; Employee's siblings; spouse's siblings; natural grandparents; and spouse's parents, or any individual for which the Employee stands "in loco parentis".

SECTION 3. Leave for deaths other than those specified above may be granted by the Employer and may either be deducted from accrued vacation time, accrued compensatory or exchange time, or without pay. Such leaves shall be for a period of not more than 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 the Employer.

Article 48. JURY DUTY/ COURT LEAVE

SECTION 1. Employees called for jury duty shall be granted a leave of absence for the period of jury service and will be compensated for the difference between their regular pay and the jury duty for work absences actually caused by the jury service. Employees shall submit the jury pay voucher to the Employer in exchange for their regular compensation.

SECTION 2. To be eligible for jury duty leave, the Employee must provide a copy of the jury notice or jury voucher to the Employer.

05-11-15
0513-08
13-MED-09-1025
K32195

Article 49. PERSONAL COURT LEAVE

SECTION 1. An Employee who is party to a lawsuit or legal action concerning a work issue shall be granted time off without pay to attend the court proceedings. The Employee shall furnish to the Employer the court notice as proof of the scheduled court proceedings. The Employee may utilize accrued vacation or compensatory time to attend such court proceedings in accordance with the normal procedures, at the Employee's option.

Article 50. MILITARY LEAVE

SECTION 1. An Employee shall be granted an unpaid leave of absence for military leave in accordance with applicable Federal and state law.

SECTION 2. Bargaining unit Employees who are members of the Ohio National Guard, Ohio Defense Corps, Naval Militia, or other Reserve components of the Armed Forces of the United States, are entitled to a leave of absence from their respective duties without loss of pay for such time as they are in military service and field training or active duty for periods not to exceed thirty-one (31) days in any calendar year. The maximum number of hours for which payment can be made in any one calendar year is one hundred seventy-six (176) hours.

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

Article 51. LEAVE OF ABSENCE WITHOUT PAY

SECTION 1. At the sole discretion of the Employer, a leave of absence without pay may be granted to an Employee who has completed his probationary period. Such leave is not to exceed six (6) months unless extended pursuant to Section 3 of this Article. Applications for such leave shall be made in writing at least fourteen (14) calendar days prior to the beginning of said leave, unless emergency conditions prevent such notice. The application shall state the reason (s) for requesting the leave of absence, any associated documentation, and the days for which the leave is being requested.

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

SECTION 3. An Employee who fails to return to duty upon completion or cancellation of a leave of absence without pay, without written explanation which has been approved by the Employer, may be subject to disciplinary action. An Employee who fails to return service from a leave of absence without pay, and is subsequently removed from service, is deemed to have a termination date corresponding to the starting date of the leave of absence. An Employee who desires to request an extension of prior approved leave of absence shall submit a written application for extension of the leave no less than fourteen (14) calendar days prior to the expiration of the leave. The

05-11-15
0513-08
13-MED-09-1025
K32195

ation is subject to review and approval by the Employer. Reasonable requests for sions shall not be unreasonably denied.

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

SECTION 5. Upon return from a leave of absence without pay, the Employee shall be assigned to whatever position is available in the bargaining unit for which the Employee is qualified.

SECTION 6. If an Employee is unable to perform the essential functions of the Employee's job following the expiration of the six (6) months of medical leave of absence without pay, the Employee shall be placed on disability separation status and shall have reinstatement rights as governed by the Ohio Revised Code and Ohio Administrative Code. Donated sick leave and unpaid FMLA will count towards the six (6) month period.

SECTION VI. MISCELLANEOUS

Article 52. SEVERABILITY

It is the intent of the Employer and the Union that this contract comply in every respect with applicable legal statutes. If any article or part thereof is declared invalid or in conflict by a court of competent jurisdiction or any appropriate State administrative body, the article or part thereof shall be null and void, and shall not affect the validity of the remaining part of articles of this contract. In the event any article or part thereof is declared invalid or in conflict, the Employer and the Union shall meet within thirty (30) calendar days for the purpose of negotiating a lawful alternative provision.

Article 53. MODIFICATION

SECTION 1. 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 the Employer and the Union membership 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 54. REPRODUCTION OF AGREEMENT

The Employer shall post the collective bargaining agreement on-line and bargaining unit Employees shall be given an opportunity to print a hard-copy.

05-11-15
0513-08
13-MED-09-1025
K32195

Article 55. PROMOTIONS

SECTION 1. The Employer agrees that a request shall be made to the priate governmental agency, or some other private, independent testing entity to ıct promotional examinations within the boundaries of Cuyahoga County. The ›yer will maintain from such entity a current eligibility list for a period of two (2) . No Employee with less than three (3) years of continuous, uninterrupted service with the Employer in the bargaining unit shall be eligible to sit for a promotional examination.

SECTION 2. The Employer shall appoint from the "rule of three" on the eligibility list, as established as a result of the examination.

SECTION 3. The Employer shall provide the Union with notification of all requirements, examination requests and schedules for promotional examinations at the time the request or schedule is made. The Employer shall provide a list of applicable references and make available study material used in connection with the examination, where applicable or as determined by the testing entity.

SECTION 4. An employee promoted to a position outside of the bargaining unit who is later deprived of that position and is returned to regular work within the bargaining unit shall have his name immediately restored to the Department seniority list with all seniority held at the time of the promotion, but not accumulated. An Employee restored back into the bargaining unit cannot replace another Employee, but will be assigned to duties entitled by his/her classification. If seniority will not carry, the Employee shall be placed in accordance with the "Layoff and Recall" article of the current Agreement.

Article 56. DURATION

SECTION 1. This Agreement represents the complete understanding between the parties on all issues and shall become effective on the date of its ratification by the Cuyahoga County Council, and notwithstanding any other dates referenced on the cover of the Agreement, as footers on each page or elsewhere therein, unless specifically indicated. The Agreement shall remain in full force and effect until 11:59 p.m. on December 31, 2017, and shall thereafter continue in full force and effect from year to year and shall be renewed for successive years unless written notice of termination or a desire to modify or change this Agreement is given by either party at least one hundred twenty (120) days prior to the expiration date. Upon receipt of such notice, a conference shall be arranged within thirty (30) days.

05-11-15
0513-08
13-MED-09-1025
K32195

THE UNION:

4-27-15

DANIEL J. LEFFLER Date
O.P.B.A. Attorney

FOR CUYAHOGA COUNTY:

5-1-15

ARMOND BUDISH Date
Cuyahoga County Executive

Approved as to legal form:

TODD M. ELLSWORTH
Assistant Law Director
Cuyahoga County
Department of Law

05-11-15
0513-08
13-MED-09-1025
K32195

BA (PROTECTIVE SERVICES OFFICERS) AND CUYAHOGA COUNTY
SIDE LETTER AGREEMENT #1
VACATION

Effective upon final approval of the Agreement, the Employer agrees that the number of Employees scheduled or approved vacation leave will be a maximum of eight (8) Employees on any given date.

FOR THE UNION:

4-27-15

Daniel J. Leffler
OPBA Attorney

FOR CUYAHOGA COUNTY:

ARMOND BUDISH
CUYAHOGA COUNTY EXECUTIVE

PSO Group Seniority List				
EntryDate	***LastName***	***FirstName***	***Classification***	***Hrly Rate***
7/22/1985	Fitzmaurice, Jr.	Thomas	Security Officer 2	17.05
3/3/1986	Phares	Michael	Security Officer 2	17.05
5/7/1986	Locklear	Wanda	Security Officer 2	17.30
8/25/1986	Corea	Nicholas	Security Officer 2	17.05
1/12/1987	Bolden	Kenneth	Security Officer 2	17.30
5/21/1990	Zorc	Gary	Security Officer 2	17.55
6/18/1990	Patterson	James	Security Officer 2	17.05
9/18/1990	Clark, Jr.	William	Security Officer 2	17.05
10/2/1990	Stroemple	Patricia	Security Officer 2	17.05
10/23/1991	Savage	Carey	Security Officer 2	17.05
1/13/1992	O'Connor	Thomas	Security Officer 2	17.55
3/23/1992	Dortch	Ernest	Security Officer 2	17.05
7/5/1994	Wagner	Joseph	Security Officer 2	17.30
7/5/1994	Cotton	Arthur	Security Officer 2	17.30
9/25/1995	Austin	Willie	Security Officer 2	17.05
3/4/1996	Kelly	Wilbert	Security Officer 2	17.05
6/3/1996	Lawson	Robert	Security Officer 2	17.05
6/17/1996	Udics	William	Security Officer 2	17.05
10/7/1996	Sabo	Michael	Security Officer 2	17.05
3/25/1997	Rusko	John	Security Officer 2	17.55
3/25/1997	Stuart	Mark	Security Officer 2	17.55
5/12/1997	Robinson, Jr.	Phillip	Security Officer 2	17.05
1/20/1998	Moody	Marvin	Security Officer 2	17.05
4/13/1998	Reynolds	Sherri	Security Officer 2	17.05
4/13/1998	Draper	Tyrone	Security Officer 2	17.05
6/8/1998	Capeles	Edwin	Security Officer 2	17.05
9/28/1998	Ayers	Valerie	Security Officer 2	17.55
1/25/1999	Conforte	Dean	Security Officer 2	17.05
1/25/1999	Locko	John	Security Officer 2	17.30
1/25/1999	Brunnet	Lisa	Security Officer 2	17.05
2/22/1999	Stormer	Marvin	Security Officer 2	17.05
4/12/1999	Wooten	Sheila	Security Officer 2	17.55
2/7/2000	Bell	Brian	Security Officer 2	17.05
2/16/2000	Sakal, Jr.	Steven	Security Officer 2	17.55
6/19/2000	Sposito	Randy	Security Officer 2	17.05
6/19/2000	Wallace	Vincent	Security Officer 2	17.05
7/17/2000	James	Erica	Security Officer 2	17.05
7/31/2000	Jackson	Theodore	Security Officer 2	17.05
7/31/2000	Flagg	Morris	Security Officer 2	17.05
7/31/2000	Gilmer	James	Security Officer 2	17.05
10/16/2000	Bailey	Tyrone	Security Officer 2	17.30
11/20/2000	Booker	Burnicine	Security Officer 2	17.05
11/20/2000	Williams	Keith	Security Officer 2	17.05
11/20/2000	Pettis	Beatrice	Security Officer 2	17.30
11/20/2000	Krawczyk	Kenneth	Security Officer 2	17.05

1/9/2001	Pyant	Bond	Security Officer 2	17.05
1/22/2001	Williams	Ronald	Security Officer 2	17.05
2/26/2001	Davis	Allen	Security Officer 2	17.05
3/5/2001	Mook	Roger	Security Officer 2	17.05
3/19/2001	Anghelache	Angelica	Security Officer 2	17.05
3/19/2001	Smallwood, Jr.	James	Security Officer 2	17.05
4/16/2001	Carrington	Carol	Security Officer 2	17.05
5/14/2001	Butler	Patricia	Security Officer 2	17.05
7/23/2001	Russ	Corinza	Security Officer 2	17.05
8/20/2001	Cutter	Frank	Security Officer 2	17.05
8/20/2001	Long	Darry	Security Officer 2	17.05
3/25/2002	Hucks	Leroy	Security Officer 2	17.05
4/15/2002	Crockett	Debra	Security Officer 2	17.05
10/6/2003	Mulloy	James	Security Officer 2	17.55
11/16/2003	Gageham	Charmaine	Security Officer 2	17.05
5/3/2004	Demore	Kenya	Security Officer 2	17.05
5/3/2004	Doughty	Levictus	Security Officer 2	17.05
5/3/2004	Mathews	Nevamarie	Security Officer 2	17.05
5/3/2004	Myrick	Dana	Security Officer 2	17.05
5/3/2004	Ponsart	Joseph	Security Officer 2	17.05
5/3/2004	Nelson	Kevin	Security Officer 2	17.05
4/4/2005	Sardis	Nick	Security Officer 2	17.30
4/18/2005	Vaughn	Teresa	Security Officer 2	17.05
12/12/2005	Cleveland	Tanya	Security Officer 2	17.05
12/12/2005	Scott	Sherry	Security Officer 2	17.30
12/12/2005	Williams	La'Randa	Security Officer 2	17.05
12/12/2005	Williams	LaTisha	Security Officer 2	17.05
12/12/2005	Cannon	Derek	Security Officer 2	17.05
12/12/2005	Holloway	Reginald	Security Officer 2	17.05
12/12/2005	Moore	Curtis	Security Officer 2	17.30
2/27/2006	Feazell	Frank	Security Officer 2	17.05
6/26/2006	Ford	Carolyne	Security Officer 2	17.05
6/26/2006	Terrell	Valena	Security Officer 2	17.05
7/10/2006	Coe	James	Security Officer 2	17.05
8/7/2006	Allen	Martha	Security Officer 2	17.05
8/7/2006	Scott	Jacqueline	Security Officer 2	17.05
8/7/2006	Taylor	Louis	Security Officer 2	17.05
8/7/2006	James	Robert	Security Officer 2	17.30
1/8/2007	Hamideh	Abbas	Security Officer 2	17.05
1/8/2007	Jenkins	Melvin	Security Officer 2	17.55
1/8/2007	Rookard	James	Security Officer 2	17.05
1/29/2007	Fogle	Paul	Security Officer 2	17.05
4/8/2007	Cranshaw	Charolette	Security Officer 2	17.05
4/16/2007	Galloway Jr.	William	Security Officer 2	17.05
12/10/2007	Balog	John	Security Officer 2	17.05
2/16/2009	McIntosh	Adrienne	Security Officer 2	17.05
7/6/2010	Robinson	Clement	Security Officer 2	15.93

10/4/2010	Ross	Angela	Security Officer 2	17.05
10/12/2010	Brown	Betty	Security Officer 2	17.55
10/19/2010	Dotson	Carl	Security Officer 2	17.05
10/20/2010	Burrell	Stephanie	Security Officer 2	17.30
11/1/2010	Muhammad	Romando	Security Officer 2	17.30
8/8/2011	Ramsey	Leonard	Security Officer 2	15.68
11/19/2011	Smith	Rashawn	Security Officer 2	17.55
2/6/2012	Williams	Anita	Security Officer 2	14.92
6/25/2012	Hill	Donald	Security Officer 2	14.92
6/25/2012	Raaqim	Khaleel	Security Officer 2	15.17
6/25/2012	Iverson	Anthony	Security Officer 2	15.42
1/2/2013	Jones	Lester	Security Officer 2	14.92
1/2/2013	Conklin	Scott	Security Officer 2	14.92
1/2/2013	Werneke	Ronald	Security Officer 2	14.92
4/29/2013	Burns	Latasha	Security Officer 2	14.42
6/24/2013	Gulliford	Ryan	Security Officer 2	14.67
10/7/2013	Crane	William	Security Officer 2	14.42
10/7/2013	Stone	Michael	Security Officer 2	14.42
10/7/2013	Tapplin	Christy	Security Officer 2	14.42
10/7/2013	Scott Sr.	SirVon	Security Officer 2	14.42
10/7/2013	Moore	Ryan	Security Officer 2	14.42
2/3/2014	Schornik	Gilbert	Security Officer 2	13.91
2/24/2014	Sturdivant, Jr.	Carl	Security Officer 2	17.05
5/19/2014	Hartsel	Martin	Security Officer 2	13.91
5/19/2014	Duff	Daniel	Security Officer 2	13.91
9/8/2014	Jackson	Eric	Security Officer 2	13.91
9/8/2014	Burton	Desiree	Security Officer 2	13.91
11/10/2014	Wieczorek	Thomas	Security Officer 2	13.91
11/10/2014	Sipp	Lorenzo	Security Officer 2	13.91
12/15/2014	Gleason	Kirknnie A.	Security Officer 2	13.91
12/15/2014	Meredith	Douglas E.	Security Officer 2	13.91
12/15/2014	Payne	Shawn	Security Officer 2	13.91