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DEPUTY LIEUTENANTS' CONTRACT

CUYAHOGA COUNTY
&
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

JANUARY 1, 2016 TO DECEMBER 31, 2018

DEPUTY LIEUTENANTS' CONTRACT

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I. INTRODUCTION

Article 1. PREAMBLE

This Agreement between Cuyahoga County, further known herein as the "Employer" or "County", and the Ohio Patrolmen's Benevolent Association, herein known as the "OPBA" or the "Union" representing employees, defined herein as Deputy Sheriff Lieutenants and hereinafter known as "Employees" or "members of the bargaining unit" in the Cuyahoga County Sheriff's Department, located at 1215 West Third Street, Cleveland, Ohio 44113, or any other location that is used in the normal use of everyday business conducted by the Cuyahoga County Sheriff's Department.

Article 2. PURPOSE OF AGREEMENT

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

Article 3. PLEDGE AGAINST DISCRIMINATION

SECTION 1. The provisions of this Agreement shall be applied equally to all Employees in the bargaining unit. No person or persons or agency responsible to the Employer, shall discriminate against any Employee based on the following: race, color, religion, sex, national origin, sexual orientation, disability, age, ancestry, union activity or membership, or political opinions or affiliation. Nor shall the Union, its officers and members discriminate against any County employee, contractor, client, or member of the public having business with the County on the basis of the classifications listed herein. Both parties equally share the responsibility for applying this provision of the Agreement.

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

Article 4. EMPLOYER'S MANAGEMENT RIGHTS

SECTION 1. Except as specifically limited by explicit provision of the Agreement, the Employer shall have the exclusive right to manage the operation, control the premises, direct the working force, and maintain efficiency of operations. Specifically, the Employer's exclusive management rights include, but are not limited to, the following:

1. The right to determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;

2. The right to direct, supervise, evaluate, or hire employees;

3. The right to maintain and improve the efficiency and effectiveness of operations;

4. The right to determine the overall methods, process, means, or personnel by which operations are to be conducted;

5. The right to suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, train, and administer tests based on training, and schedule, promote, or retain employees;

6. The right to determine the adequacy and size of the work force;

7. The right to determine the overall mission of the Employer as a unit of government;

8. The right to effectively manage the work force; and

9. The right to take actions to carry out the mission of the public employer as a governmental unit.

II. UNION-RELATED

Article 5. UNION RECOGNITION

SECTION 1. The Employer hereby recognizes the Union as the sole collective bargaining agent with respect to wages, hours, terms and other conditions of employment for all full-time Deputy Sheriff Lieutenants as described by the State Employment Relations Board (SERB) Case number 11-REP-10-0116, but excluding all others.

SECTION 2. All of the terms of this Agreement reached between the Employer and the Union are binding upon all Employees in the bargaining unit and cannot be changed by either individual Employees or the management of the Cuyahoga County Sheriff's Department.

Article 6. PROBATIONARY PERIOD

SECTION 1. Newly promoted Employees entering this unit are probationary Employees for a period of six (6) months from the date of promotion. There shall be no extension of the six (6) month probationary period other than for a leave of absence of that Employee during that six (6) month period. Upon successful completion of the probationary period, the Employer shall notify the Employee, in writing, that he is no longer on probationary status.

SECTION 2. Any newly-promoted Employee who was enrolled in the County's benefits plan at the time of entering this bargaining unit shall continue to receive

uninterrupted benefits.

Article 7. UNION REPRESENTATION

SECTION 1. For purposes of processing grievances and representing Employees, the Union shall be represented by one (1) director and one (1) steward.

SECTION 2. The Union shall supply the designee of the Department of Human Resources with a list of names of the director and steward, which is to be kept current at all times.

SECTION 3. Upon reasonable request, the Employer agrees to admit a non-employee Union representative to designated areas within the confines of the Sheriff's Department. The Employer shall reasonably determine such areas in accordance with the operational needs of the Employer. Prior to such admittance, the Union representative shall advise the designee of the Department of Human Resources of the purpose of the visit and obtain approval before entering the Department. Such approval will not be unreasonably withheld.

SECTION 4. Meetings between Employer and Union representatives concerning grievances shall be scheduled by the Employer within the parameters established by the "Grievance Procedure" article. If such a grievance meeting is scheduled during regular duty hours of the grievant or steward, neither, if present, shall suffer any loss of pay while attending the meeting.

SECTION 5. A Union director or steward shall cease an activity immediately upon the request of the supervisor of the area where said activity is being conducted or upon the request of the director's, steward's or Employee's immediate supervisor if the activity interferes with the obligated duties of the director, steward or Employee of the operations of the affected area.

Article 8. UNION SECURITY/CHECKOFF OF UNION DUES

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

SECTION 2. Employees who elect to pay their fair share, in lieu of becoming a member of the Union, shall not pay more than the dues paid by the members of the

Union. Immediately upon promotion, the Employee promoted into this unit shall remain a Union dues payer or a fair share fee payer.

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

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

SECTION 5. The Union shall assume full and complete responsibility for the disposition of all check off monies received and shall save the Employer harmless therefrom. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article.

Article 9. UNION BUSINESS LEAVE OF ABSENCE

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

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

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

Article 10. NO STRIKE/NO LOCKOUT

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

County. Therefore, the Union agrees that neither it, its officers, agents, representatives, nor members will authorize, instigate, cause, aid, condone or participate in any strike, sympathy strike, work stoppage, or any other interruption of operations or services of the Employer by its members, or other Employees of the Employer, during the term of this Agreement. When the Employer notifies the Union that any of its members are engaged in any such strike activity, as outlined herein, the Union shall immediately, conspicuously post notice over the Signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all Employees to immediately return to work. Should the Union fail to post such notice, the Employer shall have the option of seeking appropriate legal remedies. Any Employee failing to return to work after notification by the Union as provided herein, or who participates or promotes such strike activities as previously outlined, may be disciplined and/or discharged and only the question of whether or not the Employee did, in fact, participate in or promote such action shall be subject to appeal.

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

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

Article 11. BULLETIN BOARD

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

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

a) Posting of rules and regulations of the Union;
b) Notices of Union meetings and election results;
c) Notices of recreational and entertainment activities;
d) Educational material.

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

SECTION 3. The bulletin board shall be placed at a mutually-agreed location.

Article 12. DISTRIBUTION OF RULES AND PROCEDURES

SECTION 1. The Employer may promulgate or amend any rules or procedures applicable to all of the Employees in the bargaining unit that are not governed by the

terms of this Agreement. Such rules or procedures shall be furnished to, and, upon request, discussed with, a representative(s) of the Union.

SECTION 2. The parties recognize that it is the responsibility of the Employer to inform the Employees in advance of any change in departmental policies or procedures. This notice shall be by posting on the bulletin board, or through general distribution (e.g. posted online via MyHR or through electronic mail) to all bargaining unit members. An Employee may request a copy of such policy and/or procedure through his steward or through the Human Resources Department.

SECTION 3. It is understood that this Article does not relieve any Employee from following instructions or orders in the normal course of work.

Article 13. LABOR/MANAGEMENT MEETINGS

SECTION 1. In the interest of sound labor/management relations, unless mutually agreed otherwise, on a mutually agreeable day and time, the Employer or his designee(s) shall meet with the Union to discuss pending problems and to promote a more harmonious labor/management relationship. Unless otherwise agreed by the parties, said meeting shall take place within fourteen (14) days of one party notifying the other, in writing, in order to request such a labor/management meeting. For purposes of this Section, the Union may consist of the Union Representative or his designee, the director, and the steward(s) 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 4. Employee representatives who are scheduled to be at work during the time of this meeting shall receive no loss of pay. It is further agreed that any Employee on duty may be required to return to work if an emergency arises during this meeting.

III. WAGES AND BENEFITS

Article 14. WAGES

Beginning January 1, 2016 and thereafter, there shall, at all times, be a minimum base pay rank differential of 16.00% between the rank of Deputy Sheriff Sergeant and the rank of Deputy Sheriff Lieutenant, in addition to longevity pay and uniform allowance as articulated in this Agreement. If at any time, the base pay difference between a Deputy Sheriff Sergeant(s) and a Deputy Sheriff Lieutenant(s) is less than 16.00%, then the Employer shall immediately remedy the situation by raising the rate of pay of the affected Deputy Sheriff Lieutenant(s) to 16.00% greater than the rate of pay of the highest paid Deputy Sheriff Sergeant(s). Members of the Bargaining Unit shall be paid in accordance with this Article, retroactively back to January 1, 2016.

Article 15. HOURS OF WORK/OVERTIME

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

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

SECTION 3. An Employee who is required to work more than forty (40) hours per week shall be paid overtime for such time at a rate of pay of one and one-half (1-1/2) times the Employee's regular rate of pay for time actually worked. Any off-duty work performed in excess of "de minimis", as defined by the Fair Labor Standards Act, shall be included in such computation.

SECTION 4. At the Employee's option, these overtime hours may be credited to the Employee as compensatory time at one and one-half (1-1/2) times the normal accrual rate, provided that the total number of hours accrued does not exceed three hundred twenty (320) hours. Compensatory time shall be used within two (2) years of accrual. Use of compensatory time must be approved by the Employer and shall not be unreasonably withheld. In the event the Employee is unable to use compensatory time within two (2) years of accrual, the Employer shall pay the Employee all monies due the Employee for overtime actually worked.

Each employee may, at the Employee's option, cash out up to one-half (1/2) of the Employee's accrued unused compensatory time bank one time each calendar year by providing written notice to the payroll administrator.

SECTION 5. The Employer shall not show preferential treatment in the distribution of overtime and shall endeavor to ensure an equitable distribution of overtime work. Specialty units are exempt from this section.

Article 16. COURT TIME/CALL-IN PAY

SECTION 1. An Employee who is called in to work at a time that does not precede a regularly scheduled shift or to appear in court on behalf of the Employer for a time period of less than three (3) hours when the Employee is not on duty, shall be compensated no less than three (3) hours at time and one-half (1 ½) in actual pay or compensatory time at the Employee's option. Any time worked over three (3) hours is to be compensated at one and one-half (1-1/2) times the Employee's regular rate of pay or compensatory time, at the Employee's option.

Article 17. ASSUMPTION OF RANK

SECTION 1. The Employer will reasonably determine when the Lieutenant is acting in a position of Captain. Effective upon execution of this Agreement, An Employee assigned and performing the duties of a Captain shall be compensated at a pay rate equal to the rank replaced for a minimum of four (4) hours, or hour-for-hour, whichever is greater. The Employee will continue in this position until the conclusion of his shift, unless another supervisor is assigned to that post to relieve the assigned officer-in-charge.

Article 18. LONGEVITY

SECTION 1. All Employees who have five (5) years of continuous, uninterrupted service with the Sheriff's Department shall be paid a longevity allowance of three hundred seventy-five dollars ($375.00). Longevity will be included in the pay for the pay period in which the anniversary date occurs. The Employee shall also be paid the amount of seventy-five dollars ($75.00) for each year of full continuous service after the initial five (5) years and is to be added to the original amount set for the five (5) year period. The said amounts, previously covered, shall be paid every year until the Employee retires. On the year of retirement, said fees shall be paid but include the full years and prorated months of service, or seventy-five dollars ($75.00) divided by twelve months = x dollars times number of months of service.

Article 19. HOLIDAYS

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

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

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

SECTION 2. Any Employee required to work on one of the recognized holidays is entitled to receive compensation at the rate of one and one-half (1-1/2) times his usual rate of pay in addition to receiving his regular holiday pay.

Article 20. UNIFORMS

SECTION 1. The Employer will provide the appropriate number of rank insignia, badge and hat badge for newly-promoted Employees when they enter the bargaining unit.

SECTION 2. The Employer will provide compensation in the amount of one thousand four hundred dollars ($1,400.00) per year for each bargaining unit Employee as a uniform and maintenance allowance, which shall be paid on the first pay date in February.

SECTION 3. Newly-promoted Lieutenants shall not be issued those items previously issued while Deputy Sheriffs and/or Deputy Sheriff Sergeants; however, the Employer shall replace any such items if worn, damaged or no longer functional. The Employer will insure that each Employee has two (2) uniform badges, sidearm, bullet-proof vest, less-than-lethal device, ammunition pouch, flashlight and holder, holster, handcuffs and hat badge. Unserviceable items shall be replaced by the Employer as soon as possible.

Article 21. GROUP INSURANCE

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

SECTION 2. Bi-weekly employee contributions for medical, prescription drug, and ancillary (dental and vision) benefits shall be determined as follows:

A) METROHEALTH PLAN

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

B) **STANDARD BENEFIT PLANS**

The Employer shall pay 90% of plan costs and the employees shall pay 10% of plan costs.

C) **DENTAL AND VISION**

The Employer shall pay 90% of plan costs and the employees shall pay 10% of plan costs.

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

SECTION 4. The Employer shall be entitled to increase the cost containment features of the Flex Count plans which may include, but are not limited to deductibles, co-insurance, and spousal exclusion provisions.

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

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

SECTION 7. A waiting period of no more than 120 calendar days may be required before new employees are eligible to receive health and/or other insurance benefits. During the waiting period, the Employer may require employees who desire coverage to purchase it through a third-party vendor instead of participating in the County plans that are offered to regular full-time employees. New employees shall be eligible to participate in the County plans on the first date of the first month following completion of the waiting period.

SECTION 8. Prior to adopting any change in the health insurance plans impacting the bargaining unit, the Employer shall meet with a union committee comprised of an O.P.B.A. attorney and three (3) bargaining unit members. The purpose of the meeting is to provide the Union with an opportunity to discuss possible changes in the plans and to offer its input.

Article 22. EMPLOYEE'S NO SICK TIME

SECTION 1. Any Employee who has exhausted accrued sick time may continue to participate in the same medical benefit plan provided by the County with the same premium cost sharing as provided in the "Group Insurance" article of this Agreement. Family members who are eligible will also be covered under this plan. Coverage for

both the Employee and family is not to exceed two (2) months after the Employee's accrued sick time has been exhausted, utilized annually.

Article 23. HOSPITALIZATION DURING LAYOFFS.

SECTION 1. Any Employee who is laid off may continue to participate in the same medical benefit plan, exclusive of dental and vision care, with the same premium cost sharing as provided in the Group Insurance article of this Agreement, for a period not to exceed twelve (12) months. Participation shall continue until the Employee obtains other employment that provides medical benefits. Family members who are eligible will also be covered under this plan.

IV. TERMS AND CONDITIONS OF EMPLOYMENT

Article 24. SENIORITY

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

a) The Employee who has the higher promotional examination score for Deputy Sheriff Lieutenant shall have preference in seniority;
b) In the event that the Employees in (a) have identical scores, the Employee with the higher OPOTA examination score shall have preference in seniority.

SECTION 2. An approved leave of absence does not constitute a break in continuous service, provided the Employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave, except as otherwise provided.

SECTION 3. An Employee shall lose seniority and continuous service if the Employee:

a) resigns or retires;
b) is discharged for just cause;
c) is absent without official leave for seven (7) or more consecutive workdays without valid excuse; or
d) fails to return to work within fourteen (14) calendar days after the date of receipt of certified mailing or other personal notification of a recall notice without valid excuse.
e) fails to apply for reinstatement within 30 calendar days of discontinuation of OPERS disability retirement benefits.

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

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

Article 25. EMPLOYEE ASSIGNMENT AND TRANSFER

SECTION 1. The total number of Lieutenants in the bargaining unit shall not drop below a minimum of four (4), except in the event of a vacancy. If a vacancy occurs, the Employer shall actively seek to fill the vacancy within a reasonable period of time. Retroactive compensation shall not be paid to the successor appointed Lieutenant prior to the date of appointment.

SECTION 2. The Employer will provide a minimum of ninety-six (96) hours advance notice prior to changing an Employee's shift assignment, except in cases of emergency. If a change in shift assignment creates a personal hardship for an Employee, the Employee should immediately bring the problem to the attention of the Employer for possible adjustment.

SECTION 3. The Employer shall notify the Union of all new hires and their assignments, in addition to all transfers of current Employees.

Article 26. HEALTH & SAFETY

SECTION 1. This article is intended to define a health and safety policy in an effort to maximize a secure working environment for all Employees. The Employer and the Union recognize their shared responsibility concerning the development and maintenance of safe conditions of employment.

SECTION 2. The Employer agrees to maintain sanitary, safe and healthful conditions in accordance with federal, state and local laws, standards and regulations. The Union agrees that the Employees shall cooperate in maintaining all such conditions.

SECTION 3. Any unsafe condition discovered by an Employee should be reported to the Employee's supervisor. The Employer shall take all appropriate steps as soon as reasonably possible to correct any unsafe condition.

SECTION 4. The Employer will continue the current practice of identifying, evaluating and disseminating information regarding any communicable disease(s) of other health-related problems which might affect bargaining unit members. While in uniform, deputies shall be permitted to wear black leather pat-down globes at times deemed appropriate by the Employee.

SECTION 5. The Employer will offer the opportunity to receive the Hepatitis B vaccination at least annually. The Employer will provide annual tuberculosis (TB) screening to Employees.

SECTION 6. In the event that a supervisor has reasonable suspicion that an Employee is either mentally or physically impaired due to the use of illegal drugs, alcohol, chemical or harmful intoxicants, or any other cause, the Employee shall not be allowed to work pending further medical, security, or toxicological investigation pursuant

to the Employer's "Drug Testing Policy". An Employee ordered to submit to such testing shall be placed on administrative leave pending the results of the testing. If the test results are negative, the Employee shall be returned to work on his/her regular shift. If the test results are positive, the Employee shall be subject to disciplinary action, up to and including removal. A pre-disciplinary hearing will be held within ten (10) working days of receipt of the test results; the Employee may be continued on administrative leave pending the pre-disciplinary hearing.

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

SECTION 7. Employees are encouraged to maximize physical and mental health through appropriate life-style routines. Physical or mental disabilities which, in the Employer's opinion, may threaten the safety and security of the work place, or which prevent an Employee from performing job responsibilities in accordance with this Agreement, shall be sufficient cause to prevent and preclude a work assignment by the Employer.

The parties shall form a Labor-Management Committee to address ongoing issues of operational safety and security, with one emphasis being on the use of force. The parties recognize that all Deputy Lieutenants must be physically and mentally fit to perform their jobs effectively and so that they do not constitute a threat to themselves or others. The County may require that all Deputy Lieutenants take part in reasonable, valid and job-related training to assess an employee's ability to perform the actual or simulated job tasks, such as, but not limited to, use of force, self-defense and other training or testing that is job-related and consistent with the operational needs of the Employer. The County shall offer the Union with an opportunity to provide input regarding the test or assessment measure, as well as, the certified expert selected to certify the validity of the test or assessment measure prior to implementation pursuant to this Article. If an employee does not complete and pass required training and/or assessment, he/she shall be given an opportunity to re-train and/or be re-assessed. If an employee subsequently fails to complete and pass training and/or assessment required by the County pursuant to this Article, he/she shall receive written notification which may be considered for purposes of performance evaluations and promotions.

SECTION 8. The Employer will continue to furnish basic emergency first aid for any work-related injuries occurring during working hours. Any such medical first aid provided by the Employer is intended to stabilize the medical condition of the affected Employee until further treatment is obtained via the Employee's health care provider; or for treatment of a life-threatening emergency condition until outside emergency medical personnel are available.

SECTION 9. The Employer shall provide appropriate policies, procedures and training to all bargaining unit members concerning universal medical precautions and issues concerning communicable and infectious diseases pursuant to OSHA standards.

SECTION 10. All Employees shall be issued a weapon. An Employee with twenty (20) years or more of service, upon retirement, may purchase the Employee's

service weapon for One Dollar ($1.00), provided the weapon has been in service for more than five (5) years.

Article 27. EVALUATION OF DEPUTY SHERIFF LIEUTENANTS

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

Article 28. EMPLOYEE DISCIPLINE

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

SECTION 2. Prior to imposition of discipline involving a suspension without pay or removal, the Employer will provide the Employee and the Union with a written notice of the basis for the discipline (including the specifics of the alleged violation, copies of documents and a list of witnesses known at the time who may be used to support the charges) and afford the Employee the opportunity to respond. For any discipline greater than a suspension without pay for more than three (3) days, the Employer shall provide a pre-disciplinary conference, which will be conducted within five (5) days following notification to the Employee and Union. The pre-disciplinary conference shall be conducted by a higher ranking law enforcement supervisor and a designee of the Department of Human Resources. The Employee who is alleged to have violated any departmental rule(s) shall be permitted representation by a steward and one Union representative at the pre-disciplinary conference. No steward who is involved in the allegations of misconduct shall be permitted to represent the employee. No recording of the conference shall be made. A report of said conference shall be prepared by the Department of Human Resources.

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

An Employee may appeal any disciplinary action rendered through the Grievance Procedure beginning at Step 3 thereof by filing a written grievance with the Employer

within five (5) working days from the date the disciplinary action is imposed.

SECTION 4. Internal investigations of bargaining unit members concerning disciplinary or criminal matters shall be conducted by law enforcement supervisors above the rank of Lieutenant.

SECTION 5. No Employee shall be ordered to submit to a polygraph examination. An Employee may only be subjected to a polygraph examination upon that Employee's consent.

Article 29. GRIEVANCE PROCEDURE

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

SECTION 2. A grievance may be brought by any Employee covered by this Agreement. If a group of bargaining unit Employees desires to file a grievance involving an incident affecting several Employees in the same manner, one Employee shall be selected by the group to process the grievance. Each Employee who desires to be included in such grievance shall be required to sign the grievance. The Union may file a grievance on behalf of the entire bargaining unit, or an individual member for any breach of this Agreement, except for breaches relating to employee discipline.

SECTION 3. In disciplinary cases, the Employer's designee shall be a different individual than the one that presided over the grievant's pre-disciplinary conference, if such a conference occurred. The written grievance shall be submitted on the grievance form and shall contain the following information:

a) Aggrieved Employee's name;
b) Aggrieved Employee's assignment;
c) Name of the Employee's immediate supervisor;
d) Date and time the grievance was first discussed and with whom;
e) Date the grievance was filed in writing;
f) A statement as to the specific section(s) of the Agreement violated;
g) A brief statement of the facts involved in the grievance; and
h) The remedy requested to resolve the grievance.

SECTION 4. The time limitations established in this Article may be extended by mutual agreement between the Employer and the Union. Working days, as used in this Article, shall not include Saturdays, Sundays, or holidays. Failure by the Employer to communicate a decision at any step of the formal grievance process within the specified time limit shall permit the grievance to be advanced to the next step of the process.

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

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

STEP 1. - Captain

An Employee having a grievance will first bring that complaint in writing to the attention of the Employee's Captain within five (5) working days of the incident giving rise to the grievance. The Captain shall discuss the grievance with the Employee and a Union steward, if requested in accordance with this Article. If the Employee is not satisfied with the response given by the Captain, the Employee may, within fifteen (15) calendar days, advance the grievance to Step 2 of the Procedure by submitting the written grievance to the Employer's administrative designee, who shall only be responsible for intake and processing of the grievance. Grievances concerning disciplinary suspensions or discharges must be commenced by reducing them to writing on the appropriate form and submitting them to the Department of Human Resources within five (5) working days of the imposition of the disciplinary action. Processing of such grievances shall thereafter proceed at Step 3.

STEP 2. - Chief Deputy

The Department of Human Resources shall forward the Employee grievance to the Chief Deputy. The Chief Deputy shall schedule a formal meeting to be held within five (5) working days of the receipt of the grievance with the Employee who filed the grievance and a Union steward, if requested in accordance with this Article. Prior to this meeting taking place, the Chief Deputy shall investigate the allegations contained in the grievance. The Chief Deputy shall provide the Employee with a written response to the grievance within three (3) working days of the above meeting. If the Employee is not satisfied with the written response, he/she may pursue the grievance to Step 3 of the Procedure within five (5) working days.

STEP 3. - Department of Human Resources

Upon receipt of a written grievance that has been processed through both Step 1 and Step 2 of this Procedure, the Department of Human Resources shall schedule a formal meeting with the Employee filing the grievance, the Union Representative, and a Union steward, if requested in accordance with this Article, within seven (7) working days. Prior to this meeting taking place, the Employer's designee shall investigate the allegation(s) contained in the grievance. The designee shall provide the Employee and the Union Representative with a written response to the grievance within ten (10) working days after the above meeting.

STEP 4. - Arbitration

If the grievance is not answered to the Union's satisfaction in Step 3, the Union may make a written request that the grievance be submitted to final and binding arbitration. Individual employees may not submit a grievance to arbitration. Requests for arbitration must be submitted in writing to the County Law Department within thirty (30) calendar days following the date the grievance was

answered in Step 3. In the event the grievance is not referred to arbitration within such time limit, the grievance shall be considered resolved based upon the Employer's Step 3 response.

SECTION 7. When a timely request for arbitration is submitted, the parties shall attempt to select an arbitrator by mutual agreement. Within this thirty (30) day period, the parties shall attempt to select an arbitrator from the permanent panel. This panel will be made up four (4) arbitrators selected by the Employer and four (4) selected by the Union. The arbitrators selected will remain for the duration of this contract period. If such agreement is not reached, the panel members' names will be alternately stricken from the seven eligible arbitrators. An arbitrator is not eligible to hear two cases in a row. The arbitrator shall not have the power to add to or subtract from or modify any of the terms of this Agreement, or any supplemental Agreement. The arbitrator's function shall be to determine whether any provision of the Agreement has been violated by an interpretation or application of the Agreement. Back pay awards may not be retroactive to any period preceding the date on which the grievance was submitted to the first applicable step of the grievance procedure. The arbitrator shall render a decision within thirty (30) days from the last date evidence was submitted, unless additional time is requested by him and mutually agreed to by the parties.

The fees and expenses of the arbitrator shall be paid equally by the Employer and the Union.

Article 30. PROMOTION OUT OF THE UNIT

SECTION 1. An Employee promoted to a position outside of the bargaining unit who is later deprived of that position within their probationary period, 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 promotion, but not accumulated. If seniority will not carry, the Employee shall be placed in accordance with the "Layoff and Recall" article of the current Agreement.

SECTION 2. The Employer shall notify the Union of those Employees who are promoted out of the bargaining unit. This notice shall include date of leaving, seniority date, and position to which the Employee has been promoted. If the Employee is returned to the bargaining unit, the Employer shall notify the Union of the date of such return.

Article 31. PERSONNEL RECORDS

SECTION 1. Employees will be permitted to view the contents of their personnel file with a member of the Human Resources Department after first making an appointment to do such with that office. Employees who are on duty during Human Resources' hours of operation must obtain written permission from their immediate supervisor in order to view their file while on duty. Such permission shall not be unreasonably withheld, unless operational and/or staffing needs preclude it.

SECTION 2. Employees may receive copies of any documents in their personnel

file at the actual cost of reproduction (e.g. materials, equipment and other items incidental to the reproduction process), based upon the appropriate public records policy.

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

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

Article 32. USE OF PERSONAL VEHICLES

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

SECTION 2. The Employer shall continue to provide parking arrangements in its current form as it is presently administered for all Sheriff's Department staff.

Article 33. SPECIAL DEPUTIES

SECTION 1. The law enforcement activities of special deputies, Protective Services personnel and/or any other contracted security agency will not result in the displacement from employment of any bargaining unit member.

Article 34. OUTSIDE EMPLOYMENT

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

a) The outside employment may not be such as would in any manner adversely affect or interfere with the Employee's performance of duties for the Sheriff's Department.
b) The outside employment may not create an actual conflict of interest or the appearance of a conflict of interest with the operations of the Sheriff's Department.
c) The outside employment may not be such as would create an appearance of impropriety.
d) The outside employment may not be at a place of business where any principal or officer of the business or the business itself has been convicted of or is under investigation for serious criminal conduct.
e) The outside employment may not involve more than thirty (30) hours of work per week.

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

Article 35. LAYOFF AND RECALL

SECTION 1. When the Employer determines that a layoff or job abolishment is necessary, the Employer shall notify the affected Employee(s) and the Union at least fourteen (14) days in advance of the effective date of such layoff or job abolishment. If the Union requests, the parties shall meet to discuss the Employer's action. Employees whose jobs are abolished shall have the same rights as a laid-off Employee, in accordance with the provisions of this Article.

SECTION 2. Whenever it becomes necessary to reduce the workforce, the Employer shall lay off Employees or abolish their positions only for reasons provided in Section 124.321 of the Ohio Revised Code. The Employer shall determine when a layoff or reduction will occur. The Employer's decision shall be subject to the grievance procedure herein and shall be filed directly to arbitration.

SECTION 3. Bargaining unit Employee(s) with the least time in rank of Lieutenant will be laid off first. In the event that more than one employee has the same date of promotions to Lieutenant, the established seniority list will be used to determine the most senior Employee.

SECTION 4. Laid off Employees shall have the right to displace employees within the classification the Employee held immediately prior to holding the classification from which the Employee was laid off. Employees shall notify the appointing authority of their intention to exercise their displacement rights within five (5) days after receiving notice of layoff. Laid off Employees who have been displaced to a lower classification retain their reinstatement rights for seven (7) years. Employees shall exercise their reinstatement rights in the inverse order of layoff.

SECTION 5. The Employer shall post an up-to-date seniority list annually. Said list shall remain posted for a fourteen (14) day calendar period and shall include Employees' names and initial dates of hire. After posting the list, any errors which are brought to the attention of the Employer within thirty (30) days of posting shall be

corrected. It is the Employee's responsibility to check these lists for accuracy and request correction of errors in a timely manner. Otherwise, the Employer may rely upon the information in such lists.

SECTION 6. If a Lieutenant is reduced or the subject of lay-off or job abolishment, he shall be placed in the Deputy Sheriff Sergeant classification. In no situation shall an Employee who took a civil service exam prior to employment or prior to promotion be displaced by an Employee who did not take a valid civil service exam for the position of Lieutenant.

SECTION 7. Notice of recall shall be sent to the Employee by certified or registered mail. The Employer shall be deemed to have fulfilled its obligation by completing each of the following:

a) Sending the recall notice by certified mail, return receipt requested, to the last mailing address provided by the Employee;
b) Hand delivery to the President of the Union, or his designated Representative;
c) Posting said notice on the bulletin board.

SECTION 8. The recalled Employee shall have five (5) calendar days, following the date of receipt of the recall notice, to notify the Employer of his intention to return to work and shall have seven (7) calendar days, following the date of receipt of the recall notice, to report for duty, unless a different date for returning to work is specified in the notice.

V. LEAVES

Article 36. SICK LEAVE

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

SECTION 2. An Employee who is unable to report for work for an extended period of time due to one of the reasons specified in Section 3 below shall be responsible for notifying the Employer of such extended absence.

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

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

2) Exposure to contagious disease which could jeopardize the health of other Employees;

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

For purposes of this section, definition of "immediate family" shall include: grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, step-father, father-in-law, mother, step-mother, mother-in-law, spouse, child, step-child, grandchild, a legal guardian, or other person who stands in place of a parent.

SECTION 4. The Employees shall submit a written and signed statement for the request and justification of sick leave through the County's web based timekeeping system (currently MyHR) to the Employer within forty-eight (48) hours following the return to work.

SECTION 5. The Employer will grant the use of up to twenty-four (24) hours of sick leave per calendar year to be used by an Employee as personal time. The Employee must secure approval from the Employer no less than three (3) working days prior to the use of such personal time.

Effective January 1, 2015, any Employee who uses no sick time, and has no attendance violations, as defined by the Employer's attendance policy, for a six month period (January 1 - June 30/July 1 – December 31) will be permitted to convert five (5) sick days to five (5) vacation days. Personal time used pursuant to this section shall be subtracted from the available sick days to be converted to vacation days.

SECTION 6. For just cause, the Employer may require that an Employee submit to a medical and/or psychological examination in order to determine the Employee's capability to perform the Employee's position. Such examination shall be conducted by a physician or licensed practitioner designated by the Employer, and the cost of the examination shall be paid by the Employer. If found to be unfit for duty, the Employee may be placed on sick leave, alternative work assignment within the Sheriff's Department, leave of absence without pay, or disability separation.

SECTION 7. If any disabling illness or injury continues past the time for which an Employee has accumulated sick leave, the Employer shall authorize a leave of absence without pay for a period of up to six (6) months upon the presentation of evidence as to the probable date for return to active work status. The Employee must demonstrate that the probable length of disability will not exceed six (6) months. If the Employee is unable to return to active work status with the six (6) month period due to the same disabling illness, injury, or condition, the Employer will be given a disability separation. A medical examination or satisfactory written documentation substantiating the cause, nature, and extent of such illness, injury or condition shall be required prior to the granting to such leave of absence or disability separation unless the Employee is hospitalized at the time of request.

SECTION 8. The Employer may require a medical examination of the Employee to substantiate the leave of absence without pay or disability separation; the Employer shall bear the cost of such examination.

SECTION 9. In addition to accumulated sick leave, accumulated vacation leave or compensatory time, with the approval of the Employer, may be utilized for compensation of an approved absence, as defined in Section 3 of this article.

SECTION 10. If an Employee abuses sick leave in a pattern, as defined below, the Employer will notify the Employee in writing that pattern abuse is suspected. Any subsequent requests for leave must be accompanied by a doctor's certificate. A pattern abuse of sick leave shall include, but not be limited to: consistent periods of sick leave usage before and/or after holidays, vacation days, regular days off; after pay days; absence following overtime worked; partial days; or a continued pattern of maintaining zero or near zero leave balances.

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

Article 37. SICK LEAVE DONATION

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

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

SECTION 3. 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 forty (40) hours per calendar year. Donations must be in full hour increments;
c) Retains a minimum of thirty-six (36) hours of accrued sick leave at the time of donation;
d) Completes a leave donation form identifying the recipient Employee, the number of hours being donated and certifying that the leave donated is voluntary.

The 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 Human Resources Department.

Article 38. VACATION LEAVE

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

SECTION 2. Each full-time member of the bargaining unit with six (6) or more years of service with the Employer shall have earned, and is entitled to, one hundred twenty (120) hours of vacation leave with full pay. Such vacation leave shall accrue to the Employee at the rate of four and six-tenths (4.6) hours each biweekly period.

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

SECTION 4. Each full-time member of the bargaining unit with twenty-one (21) years of service with the Employer shall have earned, and is entitled to, two hundred (200) hours of vacation leave with full pay. Such vacation leave shall accrue to the Employee at the rate of seven and seven-tenths (7.7) hours each biweekly period.

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

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

Article 39. USE OF VACATION LEAVE

SECTION 1. Vacation leave shall be taken only at the time mutually agreed to by the Employee's immediate supervisor and the Employee. With approval, Employees may use vacation time in one (1) hour increments, if staffing permits. The Employer shall approve or deny a request.

Article 40. ON-DUTY INJURY/ILLNESS LEAVE

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

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

SECTION 3. An Employee is prohibited from engaging in or accepting secondary employment during the period of time in which the provisions of the above paragraph are in effect. However, the County may require the employee, if able, to accept an alternative work assignment within the Sheriff's Department. This determination shall be made by the County based upon the medical evidence provided.

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

SECTION 5. Leave shall be paid for such period of time as the Employee is actually disabled, not to exceed six (6) months. The Employer may require verification of injury/illness status every thirty (30) days or as otherwise deemed necessary.

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

Article 41. STRESS LEAVE

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

SECTION 2. Employees authorized to use stress leave shall 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 42. BEREAVEMENT LEAVE

SECTION 1. Bereavement leave, without loss of pay, shall be given to any Employee who provides notice to the Employer of a death in the immediate family of the Employee.

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

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

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

SECTION 3. Bereavement leave shall be for a period of not more than five (5) consecutive days. The leave shall not be deducted from the Employee's accrued sick leave, except for the time period that exceeds the five (5) day limit, and upon written notification by the Employee that more time is needed because of unusual circumstances beyond the control of the Employee. If out of the state of Ohio, an oral authorization may be given to the Employee by the Employer.

Article 43. COURT LEAVE/JURY DUTY LEAVE

SECTION 1. The Employer shall grant court leave with pay and without any loss of benefits to any Employee who is:

a) summoned for jury duty by a court of competent jurisdiction; or
b) subpoenaed to appear before any court, commission, board or other legally constituted body authorized by law to compel the attendance of witnesses where the Employee is not a party to the action.

SECTION 2. The Employee shall submit any and all fees issued by the court, board, or other legally constituted body to the Employer to be eligible to receive full pay.

SECTION 3. An Employee who attends a Bureau of Worker's Compensation or Industrial Commission hearing or medical evaluation/review which is the result of an appeal initiated by the Employer shall not suffer any loss of benefits. In the event the claim is ultimately disallowed by the Bureau of Worker's Compensation or Industrial

Commission, the Employer may seek reimbursement from the Employee's accrued leave on an hour-for-hour basis or if no leave is available, a reduction in pay at the hourly rate at the time of the hearing.

Article 44. PERSONAL COURT LEAVES

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

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

Article 45. MILITARY LEAVE WITH PAY

SECTION 1. Employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or are members of the Reserve Forces of the United States Armed Forces are entitled to military leave of absence from their duties without loss of pay or benefits for such time as they are in the military service on field training, or on active duty for a period not to exceed thirty-one (31) days in anyone 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 2. A copy of the military orders, or notice to report, shall be submitted to the Employer prior to effective date of orders.

Article 46. MILITARY LEAVE WITHOUT PAY

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

Article 47. EDUCATIONAL LEAVE AND TRAINING

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

SECTION 2. Any educational information received by the Employer as to job-related courses, approved by the Ohio Peace Officer's Training Council or institution approved by the Employer within the State of Ohio, may be posted on the Union bulletin

board. The Employer reserves the right to limit the number of Employees who may be given time off without loss of pay to attend these courses offered.

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

Article 48. LEAVE OF ABSENCE WITHOUT PAY

SECTION 1. At the sole discretion of the Sheriff, 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. Applications for such leave shall be made in writing at least fourteen (14) calendar days prior to the beginning of said leave unless emergency conditions prevent such notice. The application shall state reason(s) for requesting the leave of absence, any associated documentation, and the days for which the leave is being requested.

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

SECTION 3. An Employee who fails to return to duty upon completion or cancellation of a leave of absence without pay, without written explanation which has been approved by the Employer, may be subject to disciplinary action. An Employee who fails to return to service from a leave of absence without pay, and is subsequently removed from service, is deemed to have a termination date corresponding to the starting date of the leave of absence. An Employee who desires to request an extension of a prior approved leave of absence shall personally appear, when feasible, at the Human Resources Department no later than seven (7) calendar days prior to the expiration of the leave and submit a written application for extension of leave. The application is subject to review and approval by the Employer.

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

SECTION 5. If the Employer has reason to believe that an Employee cannot perform the duties of the assigned position, the Employer may require that such Employee undergo a medical examination. The Employer shall pay for the examination and shall direct the Employee to utilize a specific physician for the purposes of such examination. Following such examination, the physician must submit a certificate to the Employer which states that the Employee is able to return to work, and a specific date of return, and that the Employee is able to perform all job responsibilities of the classification. If the physician does not certify that the Employee is able to return to work and perform job duties pursuant to the Employee's job description, such Employee shall begin unpaid leave or sick leave at the Employee's option.

SECTION 6. Upon return from a leave of absence without pay, the Employee shall be assigned to whatever position is available for which, in the opinion of the

Employer, the Employee is qualified. If no positions are available in the bargaining unit, the Employee shall be placed on layoff status.

Article 49. PREGNANCY NOTIFICATION & MATERNITY LEAVE

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

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

SECTION 3. If the Employer has reason to believe that a pregnant Employee cannot perform the duties of the assigned position, the Employer may require that such Employee undergo a medical examination. The Employer shall pay for the examination. The Employee shall have the option of her private physician or the physician elected by the Employer. In the event of a dispute regarding the results of the examination, the Union and the Employer shall select an impartial physician to examine the Employee. The result shall be determined from the impartial physician's findings.

SECTION 4. Upon request and thirty (30) day notification, or as soon as practicable if circumstances dictate otherwise, a pregnant Employee shall be granted leave of absence from work for maternity purposes. Each Employee who requests such leave must submit a physician's certificate stating the probable period for which the Employee will be unable to perform her duties. The Employee, at her option, may utilize any or all of her accrued sick leave for maternity purposes. The Employee may also request approval for the Employer to utilize other forms of accrued employment time.

An Employee may retain forty (40) hours of accrued paid leave. After exhaustion of other accrued sick leave or other employment time which has been approved by the Employer, the Employee shall be placed on maternity leave of absence without pay for a period of time not to exceed six (6) months, provided the Employee has sufficient service time with the Employer. An additional period of time up to six (6) months may be granted, subject to Employer approval.

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

VI. MISCELLANEOUS

Article 50. PRE-TAX DEDUCTION OF PERS CONTRIBUTION

SECTION 1. Employees shall receive the retirement plan governed by the Public Employees Retirement System (PERS) as is currently in effect and amended hereafter. The Employer shall continue the current salary reduction plan pursuant to PERS rules

and Section 401(A) and 501(A) of the Internal Revenue Code, which provides for public employee pension plans to receive tax deferred status.

Article 51. WAIVER IN CASE OF EMERGENCY

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

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

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

Article 52. SEPARABILITY CLAUSE

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

SECTION 2. The Union and Employer shall meet to renegotiate or correct the article, clause, paragraph, sentence, word or part thereof, to come into compliance with the law.

Article 53. CONDITIONS OF AGREEMENT

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

SECTION 2. The Employer and the Union acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective

bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right and each agrees that the other shall not be obligated to further bargain collectively or individually except as may be required by the terms of this Agreement.

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

Article 54. REPRODUCTION AND DISTRIBUTION OF AGREEMENT

The Employer shall post this agreement online.

Article 55. EXPIRATION AND RENEWAL

This Agreement is effective January 1, 2016, subject to approval 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, 2018, 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.

APPROVED:

For Cuyahoga County:

ARMOND BUDISH Date
Cuyahoga County Executive
3-14-16

For the O.P.B.A.:

George Gerken 3-9-16
GEORGE GERKEN Date
Ohio Patrolmen's Benevolent Assn.

Lt. Miguel Caraballo 3-9-16
Lt. MIGUEL CARABALLO Date
Union Director

Approved as to legal form: Todd M. Ellsworth
TODD M. ELLSWORTH
Assistant Law Director
Cuyahoga County
Department of Law