

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

STATE EMPLOYMENT
RELATIONS BOARD

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July 11, 2006

In the Matter of the Fact Finding Between

CUYAHOGA COUNTY SHERIFF'S
DEPARTMENT

and

OHIO PATROLMEN'S BENEVOLENT
ASSOCIATION

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CASE NO.: 05-MED-10-1204

FINDINGS
AND
RECOMMENDATIONS

MELVIN E. FEINBERG, FACT FINDER

APPEARANCES

FOR THE EMPLOYER:

Christopher J. Russ, Esq.
Douglas Burkhart
Reginald Eakins
Mary O'Toole
Robert Havranek

Employee Relations Administrator
Chief
Lieutenant
Employee Relations Specialist
Inspector

FOR THE UNION:

S. Randall Weltman, Esq.
Ron Campbell
Marty Lutz
Bryan Smith

Attorney for OPBA
OPBA Director
OPBA Negotiating Committee Member
OPBA Negotiating Committee Member

SUBMISSION

This matter concerns the fact-finding proceeding between the Sheriff's Department of Cuyahoga County (herein also referred to as the Employer) and the Ohio Patrolmen's Benevolent Association (herein also referred to as the Union or the OPBA). The State Employment Relations Board (herein also referred to as SERB) duly appointed the undersigned as Fact Finder in this matter by letter dated April 17, 2006.

Prior to the fact-finding proceeding, the Parties engaged in many negotiating sessions in an effort to reach agreement on the outstanding issues.

The fact-finding proceeding was held on June 8, 2006, in accordance with the mutual agreement of the Parties. The proceeding was conducted pursuant to the Ohio Collective Bargaining Law as well as the rules and regulations of SERB. Mediation of the outstanding issues was attempted, and this report contains the recommendations on all of the issues. The Fact Finder, in making his recommendations, has been guided by the stipulated agreements reached by the Parties on various matters, by the Parties' discussions and presentations on the issues, by evidence presented during the proceeding, and by the following factors set forth in O.R.C. Section 4117.14 (C) (4) (e) and (G)(7) (a)-(f) and O.A.C. Rule 4117-9-05(K):

- (1) Past collectively bargained agreements, if any, between the parties;
- (2) Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- (3) The interests and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
- (4) The lawful authority of the public employer;
- (5) Any stipulations of the parties;

- (6) Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of the issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

The Employer recognizes the Union as the exclusive bargaining representative of its approximately 148 employees in the following Unit:

All sworn full-time Deputy Sheriffs employed by the Employer, excluding all confidential, fiduciary, casual, and seasonal employees and all other employees.

The Parties most recent Collective Bargaining Agreement (herein also known as the CBA) was in effect from January 1, 2003, through December 31, 2005, and was extended thereafter, pursuant to their agreement, pending negotiations for a successor agreement.

The Parties stipulated that the language of all provisions of their 2003-2005 CBA (See Exhibit A attached), with the exception of those outstanding issues addressed in the recommendations by the Fact Finder in this report, shall remain unchanged in any new agreement.

The Parties have agreed in writing to waive a stated rationale for each recommendation, inasmuch as time is of the essence.

The following are the Fact Finder's recommendations for those remaining outstanding issues between the Parties:

I. BULLETIN BOARD

RECOMMENDATION

It is the recommendation of the Fact Finder that the **BULLETIN BOARD** provision on page 6 of the CBA be deleted and new language be substituted, which should read as follows:

BULLETIN BOARD

SECTION 1. The Employer shall provide space for glass-enclosed bulletin boards at the locations listed below solely for use by the Union to post notices. All glass-enclosed bulletin boards 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 all bulletin boards.

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

SECTION 3. The bulletin boards shall be placed at the following locations:

1. Detective Bureau;
2. Courts;
3. Juvenile;
4. Old Court House (Lakeside);
5. Whitlach Building;
6. Hallway by ISP/Sex Offender unit.

II. EMPLOYEE ASSIGNMENT AND TRANSFER

RECOMMENDATION

It is the recommendation of the Fact Finder that the **EMPLOYEE ASSIGNMENT AND TRANSFER** provision on page 9 of the CBA be deleted and new language be substituted, which should read as follows:

EMPLOYEE ASSIGNMENT AND TRANSFER

SECTION 1. An Employee who has completed twenty-four (24) months of actual service as a Deputy Sheriff may bid for a transfer by seniority to the Courts unit or Patrol Division. The Courts unit bid will include the particular unit (i.e. Lakeside Old Courthouse; Juvenile Court; or Justice Center-Courts Tower) sought by the Employee. A bid for assignment to the Patrol Division shall be for shift and days off. The Employer shall reserve 70% of the positions on each shift in the Courts and Patrol Division units for bid by seniority.

Prior to the commencement of the next rotation following ratification and approval of this Agreement, the Employer shall conduct a one-time bargaining unit-wide seniority bid process for the Courts and Patrol Division units. All Employees, including those assigned to the specialty areas, may bid by seniority for positions in the Courts or Patrol Division units. (Employees may bid out of a specialty area during this one-time seniority bid process; however, the Employer retains the right to assign to a specialty area and Employees cannot bid into a specialty area.)

Thereafter, a semi-annual seniority bid process shall take place for Employees then-assigned to the Courts and Patrol Division units, consisting of seniority bidding conducted from April 1st through April 15th and October 1st through October 15th; revised assignments will then be effective the first Sunday in May and November. Employees then-assigned to any of the specialty areas will not participate in the semi-annual bidding process.

SECTION 2. Except as provided hereinabove, all unit assignments shall be left to the sole discretion of the Employer; such assignments shall be made with a view toward maintaining and improving operations efficiency and effectiveness. In exercising its discretion, the Employer shall consider factors such as prior performance, ability, skills, seniority, and experience. When the Sheriff is considering making an assignment in one of the specialty areas (i.e. Narcotics, Detective, Transport, Civil, and Scientific Investigation), a notice to that effect will be posted. Employees interested in the assignment must express their interest in writing by the specified date. Assignments to the specialty areas will be made by the Employer, taking into consideration factors such as prior performance, ability, skills, seniority and experience.

Employees rotated out of a specialty area assignment will then participate in the next scheduled semi-annual seniority bidding process for the Courts and Patrol Division units, provided the Employee possesses the requisite twenty-four (24) months of actual service as a Deputy Sheriff, as provided in Section 1.

SECTION 3. The Employer will provide a minimum of ninety-six (96) hours advance notice prior to changing an Employee's shift assignment. 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 4. The Employer shall notify the Union of all new hires and their assignments, in addition to all transfers of current Employees.

III. ASSUMPTION OF RANK

RECOMMENDATION

It is the recommendation of the Fact Finder that the **ASSUMPTION OF RANK** provision on page 10 of the CBA be deleted and new language be substituted, which should read as follows:

ASSUMPTION OF RANK

SECTION 1. An Employee assigned and performing the duties of the shift officer-in-charge shall be compensated at a pay rate of twelve (12%) percent above the Employee's regular rate of pay, which shall be paid 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.

SECTION 2. Whenever a supervisor assigned to the Old Courthouse-Lakeside, Juvenile Court or second or third shifts in "Patrol" is unavailable on-site, or when otherwise deemed necessary by the Chief Deputy or his designee, an officer-in-charge shall be assigned.

IV. UNIFORMS

RECOMMENDATION

It is the recommendation of the Fact Finder that the **UNIFORMS** provision on page 10 of the CBA be deleted and new language be substituted, which should read as follows:

UNIFORMS

SECTION 1. The Employer will continue to provide uniform clothing for Employees when they are hired. This includes summer and winter issue uniform clothing.

SECTION 2. Each Employee will be issued two (2) pairs of trousers and two (2) shirts, one (1) long sleeve and one (1) short sleeve annually. Adequate replacement clothing will be provided upon reasonable request, taking into consideration need and frequency of replacement.

SECTION 3. The Employer will provide compensation in the amount of nine hundred dollars (\$900.00) per year for each bargaining unit Employee as a uniform maintenance allowance.

SECTION 4. The Employer shall issue each Employee a badge, sidearm, bullet-proof vest, less-than-lethal device, ammunition pouch, holster, handcuffs, whistle and chain, and a hat with hat badge.

V. PERSONNEL RECORDS

RECOMMENDATION

It is the recommendation of the Fact Finder that a new provision be added to the CBA entitled **PERSONNEL RECORDS**, which should read as follows:

PERSONNEL RECORDS

SECTION 1. Employees will be permitted to view the contents of their personnel file with a member of the Human Resources office 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), but not to exceed five cents (\$0.05) per page.

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 or a member of the executive staff of the Sheriff.

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.

VI. EMPLOYEE DISCIPLINE

RECOMMENDATION

It is the recommendation of the Fact Finder that the **EMPLOYEE DISCIPLINE** provision on page 15 of the CBA be deleted and new language be substituted, which should read as follows:

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.

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 hearing, which will

be conducted within five (5) days following notification to the Employee and Union. The pre-disciplinary hearing shall be conducted by a neutral and detached Deputy Sheriff supervisor and the Employee Relations Administrator, or his designee. The Employee who is alleged to have violated any departmental rule(s) shall be permitted representation by one Steward and one Union representative at the pre-disciplinary hearing. No tape recording of the hearing shall be made. A report of said hearing shall be prepared by the hearing administrator.

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

SECTION 4. Investigations of bargaining unit members concerning disciplinary, civil or criminal matters shall be conducted by Deputy Sheriff supervisors. If there are insufficient supervisors available to conduct the investigation, Deputy Sheriffs may be asked to assist in the taking of statements or in preparing reports as part of an investigation.

VII. PROMOTIONAL EXAMINATIONS

RECOMMENDATION

It is the recommendation of the Fact Finder that the **PROMOTIONAL EXAMINATIONS** provision on page 11 of the CBA be deleted and new language be substituted, which should read as follows:

PROMOTIONAL EXAMINATIONS

SECTION 1. The Employer agrees that a request shall be made to the appropriate governmental agency, or some other private, independent testing entity, to conduct promotional examinations within the boundaries of Cuyahoga County. The Employer will maintain from such entity a current eligibility list. 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 requests and schedules for promotional examinations at the time that the request or schedule is made. Upon receipt by the Employer, the Union shall be provided with a copy of the certified eligibility list generated from the results of the promotional examination.

VIII. HOURS OF WORK/OVERTIME

RECOMMENDATION

It is the recommendation of the Fact Finder that the **HOURS OF WORK/OVERTIME** provision on page 12 of the CBA be deleted and new language be substituted, which should read as follows:

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 solely to avoid the payment of overtime. Paid

holidays, paid vacation leave, compensatory time and pre-scheduled medical appointments shall be considered as time worked within the forty (40) hour workweek for purposes of this article. In addition, any sick leave used within the workweek prior to the accumulation of overtime shall be considered time worked.

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.

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 eighty (80) hours. Compensatory time shall be used within one hundred eighty (180) days 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 one hundred eighty (180) days of accrual, the Employer shall pay the Employee all monies due the Employee for overtime actually worked.

IX. LONGEVITY

RECOMMENDATION

It is the recommendation of the Fact Finder that the **LONGEVITY** provision on page 14 of the CBA be deleted and new language be substituted, which should read as follows:

LONGEVITY

SECTION 1. All Employees who have five (5) years of continuous, uninterrupted service with the 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, subject to a maximum annual longevity allowance of one thousand eight hundred seventy-five dollars (\$1,875.00). 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.

X. SALARIES

RECOMMENDATION

It is the recommendation of the Fact Finder that the title of the **SALARIES** provision on page 14 of the CBA be changed to **WAGES**, the original language of that provision be deleted and new language be substituted, which should read as follows:

WAGES

2006: There shall be a 3% wage increase, retroactive to January 1, 2006.

2007: There shall be a 3% wage increase for calendar year 2007.

2008: Wage rates for 2008 shall be determined through wage re-opener negotiations which shall be governed by the same statutory negotiation and impasse resolution procedures as provided in Ohio Revised Code Chapter 4117.

The following chart illustrates the above wage increases applied to annual earnings and the corresponding hourly wage rates, based on 2,080 annual hours.

CURRENT	2006	2007
\$36,149.36 (\$17.3795)	\$37,233.84 (\$17.9008)	\$38,350.86 (\$18.4379)
\$38,597.52 (\$18.5565)	\$39,755.45 (\$19.1131)	\$40,948.11 (\$19.6865)
\$41,045.89 (\$19.7335)	\$42,277.27 (\$20.3256)	\$43,545.59 (\$20.9353)
\$43,493.84 (\$20.9105)	\$44,798.66 (\$21.5378)	\$46,142.62 (\$22.1839)
\$45,941.79 (\$22.0873)	\$47,320.04 (\$22.7500)	\$48,739.64 (\$23.4325)
\$47,731.01 (\$22.9475)	\$49,162.94 (\$23.6360)	\$50,637.83 (\$24.3451)

XI. HOLIDAYS

RECOMMENDATION

It is the recommendation of the Fact Finder that the **HOLIDAYS** provision on page 14 of the CBA be deleted and new language be substituted, which should read as follows:

HOLIDAYS

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

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

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.

XII. BEREAVEMENT LEAVE

RECOMMENDATION

It is the recommendation of the Fact Finder that the **BEREAVEMENT LEAVE** provision on page 20 of the CBA be deleted and new language be substituted, which should read as follows:

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.

XIII. HEALTH & SAFETY

RECOMMENDATION

It is the recommendation of the Fact Finder that the **HEALTH & SAFETY** provision on pages 21 and 22 of the CBA be deleted and new language be substituted, which should read as follows:

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. If assigned to Transport Unit, Employee must possess a current commercial driver's license or obtain one within six (6) months.

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) or other health-related problems which might affect bargaining unit members. While in uniform, deputies shall be permitted to wear black leather pat-down gloves at times deemed appropriate by the Employee.

SECTION 5. The Employer will provide the Hepatitis B vaccination to any Employee upon request. 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 alcohol intoxication, the Employee shall not be allowed to work pending further medical, security, or toxicological investigation pursuant to the Employer's "Drug Testing Policy". Any Employee who attempts to work while under the influence of alcohol shall be subject to disciplinary action.

SECTION 7. In the event that a supervisor has reasonable suspicion that an Employee is either mentally or physically impaired due to the use of a chemical or harmful intoxicant, 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". Any Employee who attempts to work while under the influence of chemical or harmful intoxicants shall be immediately suspended without pay pending a pre-disciplinary hearing. The pre-disciplinary hearing will be held within ten (10) working days of the issued suspension.

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

SECTION 8. Each employee will be allotted a one-half (1/2) hour lunch break at all hospital details when staffing permits. All emergency room details will be handled by two (2) deputies, when staffing permits. No emergency room run shall be delayed because of the lack of a second deputy. In the event a second deputy is not immediately available, the Employer will make every effort to dispatch a second deputy to the emergency room as soon as possible.

SECTION 9. 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.

SECTION 10. 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 11. The Department 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 12. All deputies shall be issued a weapon.

XIV. STRESS LEAVE

RECOMMENDATION

It is the recommendation of the Fact Finder that the **STRESS LEAVE** provision on page 22 of the CBA be deleted and new language be substituted, which should read as follows:

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.

XV. SICK LEAVE

RECOMMENDATION

It is the recommendation of the Fact Finder that the **SICK LEAVE** provision on pages 23, 24 and 25 of the CBA be deleted and new language be substituted, which should read as follows:

SICK LEAVE

SECTION 1. Each member of the bargaining unit shall earn sick leave credit at the rate of four (4.0) hours for each eighty (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 and who is not on a previously approved day of vacation, sick leave, or leave of absence shall be responsible for notifying the Employer at least one (1) hour prior to the Employee's scheduled work assignment, unless emergency conditions prevent such notification. In the case of a condition exceeding seven (7) consecutive calendar days, a physician's statement specifying the Employee's inability to report to work and the probable date of return to work shall be required, and the following shall apply:

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

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 to the Employer within twenty-four (24) hours following the return to work.

SECTION 5. 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.

SECTION 6. 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 unqualified for the position, the Employee may be placed on sick leave, 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 may 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 the disability will not exceed six (6) months. If the Employee is unable to return to active work status within 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 of 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. Unless otherwise approved by the Employer, only accumulated sick leave may be utilized for compensation of an approved absence, as defined in Section 3 of this article.

SECTION 10. Employees requesting sick leave shall submit a request for a sick leave of absence to the Employer. If such request is disapproved, the Employee may be subject to disciplinary action.

SECTION 11. 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.

XVI. SICK LEAVE DONATION

RECOMMENDATION

It is the recommendation of the Fact Finder that the **SICK LEAVE DONATION** provision on page 25 of the CBA be deleted and new language be substituted and should read as follows:

SICK LEAVE DONATION

SECTION 1. Employees shall be allowed to donate sick days to fellow Employees who have been injured or have a prolonged illness that exhausted all sick leave and it is necessary to extend their sick leave for up to two hundred forty (240) hours. The cap for a recipient is two hundred forty (240) hours.

SECTION 2. When an Employee or someone on his behalf requests sick leave donation, written notification shall be made to the Sheriff or his designee. The Sheriff or his 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. An Employee may donate up to thirty-two (32) hours of sick leave per calendar year. The Employee must sign and submit a Sick Leave Donation form within the posting period. The recipient shall retain all donated sick leave.

XVII. GROUP INSURANCE

RECOMMENDATION

It is the recommendation of the Fact Finder that the **GROUP INSURANCE** provision on page 27 of the CBA be deleted and new language be substituted, which should read as follows:

GROUP INSURANCE

SECTION 1. An eligible Employee is defined as a full-time Employee covered by this Agreement. The “Flexcount Plan” is defined as the IRS Section 125 or “Cafeteria Plan” which is provided by Cuyahoga County for health insurance benefits for County employees. The Employer shall be responsible for enrolling all eligible Employees in the Plan once during each Plan year at its annual enrollment period. The Plan year commences on January 1 and ends on December 31 of the calendar year but is subject to change.

SECTION 2. Effective the first month following ratification, and for each of the successive contract years, for all medical benefit plan options offered by the County, the Employer will contribute ninety-five percent (95%) of the premium costs for each plan and Employees electing to participate in a plan will contribute five percent (5%) of the premium costs for that plan; except that the Employee cost for any HMO shall not exceed twenty dollars (\$20.00) for the family plan and ten dollars (\$10.00) for the single plan per biweekly pay period.

SECTION 3. Effective the first month following ratification, and for the duration of this Agreement, the Employer will contribute ninety-five percent (95%) of the premium costs for the supplemental plans (currently dental and vision) and the Employee will contribute five percent (5%).

SECTION 4. The Employer shall be entitled to increase the cost containment features of the “Flexcount Plan”, consistent with the March 17, 2003 arbitration

decision and award involving Cuyahoga County, provided that cost containment shall not result in a reduction of benefit levels.

XVIII. PREGNANCY NOTIFICATION & MATERNITY LEAVE

RECOMMENDATION

It is the recommendation of the Fact Finder that a new provision be added to the CBA entitled **PREGNANCY NOTIFICATION & MATERNITY LEAVE**, which should read as follows:

PREGNANCY NOTIFICATION & MATERNITY LEAVE

SECTION 1. The 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.

XIX. SENIORITY

RECOMMENDATION

It is the recommendation of the Fact Finder that the **SENIORITY** provision on page 13 of the CBA be deleted and new language be substituted, which should read as follows:

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 hire. "Date of hire" is defined as the date of appointment as a Deputy Sheriff, 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 hire, the following procedure shall apply:

- a) For Employees who did not take an entrance level examination, the Employee who has the earlier date for initially reporting to duty and beginning work shall have preference in seniority;
- b) For Employees who did take an entrance level examination, preference in seniority shall be determined in the following order:
 - 1) Highest civil service examination score;
 - 2) Highest OPOTA examination score.

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 three (3) or more consecutive workdays without valid excuse; or
- d) fails to return to work within seven (7) calendar days after the date of receipt of certified mailing or other personal notification of a recall notice.

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

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

XX. LAYOFF AND RECALL

RECOMMENDATION

It is the recommendation of the Fact Finder that the **LAYOFF AND RECALL** provision on page 32 of the CBA be deleted and new language be substituted, which should read as follows:

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

event that more than one Employee has the same date of hire, the established seniority list will be used to determine the most senior Employee.

SECTION 3. Employees who are laid off shall be placed on a recall list for a period of twelve (12) months. If there is a recall, Employees who are still on the recall list shall be recalled in reverse order of their layoff.

SECTION 4. Notice of recall shall be sent to the Employee by certified or registered mail. The Employer shall be deemed to have fulfilled its obligations 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 5. 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.

SECTION 6. The Employer shall post an up-to-date seniority list upon the bulletin board in January and July of each calendar year. Said list shall remain posted for a fourteen (14) day calendar period and shall include the Employee's name and initial date of hire. After posting the list, any errors which are brought to the attention of the Employer within thirty (30) days of the 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.

XXI. EVALUATION OF DEPUTY SHERIFFS

RECOMMENDATION

It is the recommendation of the Fact Finder that the **EVALUATION OF DEPUTY SHERIFFS** provision on page 11 of the CBA be deleted and new language be substituted, which should read as follows:

EVALUATION OF DEPUTY SHERIFFS

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 Resource Department and shall be available for review by the Employee upon request.

SECTION 2. Performance evaluations shall be in writing and shall contain the following information:

- a) The name of the Employee being evaluated;
- b) The specific evaluation time period, which shall not exceed twelve (12) months; and
- c) The name(s) of the evaluating supervisor(s).

SECTION 3. Performance evaluations shall be completed by a departmental supervisor or supervisors who shall have full knowledge of the Employee's position description and job performance for the evaluation time period specified.

XXII. PLEDGE AGAINST DISCRIMINATION

RECOMMENDATION

It is the recommendation of the Fact Finder that the **PLEDGE AGAINST DISCRIMINATION** provision on page 1 of the CBA be deleted and new language be substituted, which should read as follows:

PLEDGE AGAINST DISCRIMINATION

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

XXIV. LENGTH & CONDITIONS OF AGREEMENT

RECOMMENDATION

It is the recommendation of the Fact Finder that the title of the **LENGTH & CONDITIONS OF AGREEMENT** provision on page 34 of the CBA be changed to **CONDITIONS OF AGREEMENT** and the language of **SECTIONS 1, 2, AND 3** remain unchanged; however, **SECTION 4** and the language contained therein shall be deleted. The revised provision will read as follows:

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.

SHERIFF'S DEPARTMENT
OF
CUYAHOGA COUNTY

DEPUTY SHERIFFS' CONTRACT

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

JANUARY 1, 2003
TO
DECEMBER 31, 2005

DEPUTY SHERIFFS' CONTRACT

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PREAMBLE

This Agreement between the Cuyahoga County Sheriff's Department, herein further known as the "Employer" and the Ohio Patrolmen's Benevolent Association, herein known as the "Union" representing employees, herein defined as Deputy Sheriffs and herein known as "Employees" 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.

PURPOSE OF AGREEMENT

Whereas; it is the intention of this Agreement to maintain harmonious relations between the Cuyahoga County Sheriff's Department and its Employees represented by the Union; and

Whereas; it is the intention of this Agreement that all dealings between the parties hereto shall be conducted in a legal manner and consistent with efficient and progressive service towards the Employer, Employees, and the public interest.

PLEDGE AGAINST DISCRIMINATION

SECTION 1. The provisions of this Agreement shall be applied equally to all Employees in the bargaining unit. No person or persons or agency responsible to the Employer, nor the Union and its officers and members, shall discriminate against any Employee based on the following: age, sex, race, religion, color, creed, national origin, political opinions or affiliation. The Union shall share equally with the Employer 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.

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 sworn full-time Deputy Sheriffs as described by the State Employment Relations Board (SERB) Case number: 98 REP 09-0206, but excluding all others.

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

SECTION 3. Any term(s) of this Agreement reached between the Employer and the Union are binding upon all Deputy Sheriff Employees and cannot be changed by either individual Employees or the management of the Cuyahoga County Sheriff's Department.

UNION BUSINESS LEAVE OF ABSENCE

SECTION 1. Leave of absence with pay without loss of benefits shall be granted, upon approval of the Employer, to union representative(s), as defined in Section 1 of the Article on Union Representation, 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.

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 Sheriff, or his designee, 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 Sheriff 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 Sheriff.

SECTION 2. An Employee who is a member of this Bargaining Union shall become a member of the Union or pay a fair share fee to the Union commencing one-hundred thirty-five (135) days after being sworn in as a Deputy Sheriff or, where an employee is currently in non-probationary status, immediately upon ratification of this contract. The 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.

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 checkoff 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 Cuyahoga County Sheriff's Department proper legal, voluntary authorization for such deductions, the Cuyahoga County Sheriff's Department will deduct from the pay of each Employee during the life of this Agreement, all Union initiation fees, reasonable assessments and monthly dues. The authorized deduction form is attached to this Agreement and made a part hereof. 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. Any member shall have his/her authorized deductions made from the first pay of the next calendar month in which he/she is compensated for forty (40) hours during the previous month. The parties shall cooperate with each other to provide financial information concerning checkoff monies and Employees involved.

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

UNION REPRESENTATION

SECTION 1. For purposes of processing grievances, the Union shall be represented by five (5) stewards and one (1) chief steward. The stewards and chief steward shall be elected members of the Union. No Employee shall be permitted to serve as steward or chief steward who has less than one (1) year employment with the Employer. Union directors may serve in the absence of the stewards. The Employer agrees that at least one (1) steward shall be regularly assigned to each of three (3) shifts.

SECTION 2. The Union shall supply the Employee Administrator with a list of names of the stewards, Chief Steward and directors which is to be kept current at all times.

SECTION 3. Upon reasonable request, the Employer agrees to admit a 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 Department. Prior to such admittance, the Union representative shall advise the Employee Administrator of the purpose of the visit. Approval from the Employee Administrator shall be obtained by the Union representative 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. If such a grievance meeting is scheduled during a grievant's or steward's regular duty hours, neither the grievant nor the steward, if present, shall suffer any loss of pay while attending the meeting. A steward must give his supervisor notice of his intent to attend a grievance meeting sufficiently in advance of the meeting to avoid any disruption of Department operations.

SECTION 5. Rules governing the investigation by Union stewards of any grievance are as follows:

- 1) No steward shall interfere with, interrupt, or disrupt the normal work duties of another Employee.
- 2) A Union steward shall not conduct activity in any work area without first notifying and receiving permission to do so from the supervisor in charge of that area; no steward shall leave his work area or duties without having received permission from his supervisor to do so; such permission shall not be unreasonably withheld.
- 3) A Union steward shall cease any activity immediately upon the request of the supervisor of the area where said activity is being conducted or upon the request of the steward's or an Employee's immediate supervisor if the activity interferes with the obligated duties of the steward or an Employee or the operations of the affected area.
- 4) A Union steward or bargaining unit Employee who abuses the rules of this section may be subject to disciplinary action.

SECTION 6. There shall be no Union business conducted on the Employer's premises or during an Employee's working hours except as permitted in this Agreement.

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 he/she 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.

DISTRIBUTION OF RULES, DIRECTIVES, AND PROCEDURES

SECTION 1. It is agreed that when the Employer promulgates or amends any rules, directives, or procedures, the same shall be posted on Employer bulletin boards, and made available to the Employees with their paychecks. Copies of such documents 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, procedures, and directives. This notice shall be by posting on the bulletin board, or through general distribution to all bargaining unit members. An Employee may request a copy of such policy, procedure, or directive through his steward or through the Personnel 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.

BULLETIN BOARD

The Employer shall provide space on its bulletin board in a proper location of the Department solely for use by the Union to post notices.

It is agreed that the following notices shall not require prior Employer approval:

- a) Posting of rules and regulations of the Union.
- b) Notices of Union meetings and election results.
- c) Notices of recreational and entertainment activities;
- d) Educational material; and
- e) Locations of the bulletin boards are as follows:

- 1. Detective Bureau
- 2. Narcotics
- 3. Courts
- 4. Juvenile
- 5. Civil
- 6. Transport
- 7. Old Court House Lakeside

The Employer will be provided a copy of notices a) through d) at the time of posting; any other notices must have prior approval of the Employer.

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, its standards of services, its overall budget, its utilization of technology and organizational structure.
- 2) The right to direct, supervise, evaluate and hire Employees.
- 3) The right to maintain and improve the efficiency and effectiveness of operations.
- 4) The right to determine the overall methods, process, means and personnel by which operations are to be conducted.
- 5) The right to suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, train, and administer tests based on the training, and schedule, promote and retain Employees.
- 6) The right to determine the adequacy and size of the work force.
- 7) The right to determine the overall mission of the Employer as a unit of government.
- 8) The right to effectively manage the work force.
- 9) The right to take actions to carry out the mission of the public Employer as a governmental unit.
- 10) The right 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.

LABOR/MANAGEMENT MEETINGS

SECTION 1. In the interest of sound labor/management relations, unless mutually agreed otherwise, once each quarter 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. For purposes of this Section, the Union may consist of the Union Representative or his 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. It is further agreed that 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.

PROBATIONARY PERIOD

SECTION 1. Employees entering this unit are probationary Employees for a period of three hundred sixty-five (365) days. There shall be no extension of the three hundred sixty-five (365) day probationary period other than for a leave of absence of that Employee during that three hundred sixty-five (365) day period.

SECTION 2. A newly hired probationary Employee shall be afforded union representation after his or her sixtieth (60th) day of employment. Any Employee discharged for cause between the sixtieth (60th) and three hundred sixty-fifth (365th) day shall not be subject to arbitration.

SECTION 3. The probationary period set forth in this Article shall apply to Deputy Sheriffs hired after this Agreement.

SECTION 4. Hospital coverage shall go into effect when the Employee reaches his/her one-hundred twenty-first (121st) day of employment as a Deputy Sheriff or trainee, whichever comes first.

EMPLOYEE ASSIGNMENT AND TRANSFER

SECTION 1. All unit assignments shall be left to the sole discretion of the Employer; such assignments shall be made with a view toward maintaining and improving operations efficiency and effectiveness. In exercising its discretion, the Employer shall consider factors such as prior performance, ability, skills, seniority, and experience. When the Sheriff is considering making an assignment in one of the specialty areas (i.e. Narcotics, Detective, Transport, Civil, and Scientific Investigation), a notice to that effect will be posted. Employees interested in the assignment are to express their interest in writing by the specified date. Assignments to the specialty areas will be made by the Employer, taking into consideration factors such as prior performance, ability, skills, seniority and experience.

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

ASSUMPTION OF RANK

SECTION 1. When a Deputy is assigned as the shift officer in charge, he/she shall be compensated at a pay rate of ten (10%) percent above the normal rate of pay.

UNIFORMS

The Employer will continue to provide uniform clothing for Deputy Sheriffs when they are hired. This includes summer and winter issue uniform clothing.

Each Deputy Sheriff will be issued two (2) pairs of trousers and two (2) shirts, one (1) long sleeve and one (1) short sleeve annually. Adequate replacement clothing will be provided upon reasonable request, taking into consideration need and frequency of replacement.

The Employer will provide compensation in the amount of five hundred dollars (\$500.00) per year for each bargaining unit Employee as a uniform maintenance allowance.

The Employer shall issue each Deputy Sheriff a sidearm.

USE OF PERSONAL VEHICLES

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

SPECIAL DEPUTIES

Except in emergencies, the Employer shall not use Special Deputies to perform duties required by Ohio law to be performed by Deputies.

EVALUATION OF DEPUTY SHERIFFS

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 Department of Administrative Services and shall be made available to an Employee on request. All completed evaluations shall be maintained by the Personnel Department and shall be available for review by the Employee upon request.

SECTION 2. Performance valuations shall be in writing and shall contain the following information:

- a) The name of the Employee being evaluated.
- b) The specific evaluation time period which shall not exceed twelve (12) months; and
- c) The name(s) of the evaluating supervisor(s).

SECTION 3. Performance evaluations shall be completed by a departmental supervisor or supervisors who shall have full knowledge of the Employee's Position Description and job performance for the evaluation-time period specified.

PROMOTIONAL EXAMINATIONS

SECTION 1. The Employer agrees that a request shall be made to the Ohio Department of Administrative Services, the Cuyahoga County Civil Service Commission, or some other testing entity to conduct promotional examinations within the boundaries of Cuyahoga County. The Employer will maintain from such entity a current eligibility list. No Deputy 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 President, or his designee, with notification of all requests for, and schedules of, promotional examinations at the time that the request or schedule is made.

PROMOTION OUT OF THE UNIT

SECTION 1. An Employee promoted to a position outside of the bargaining unit who is later deprived of his position and is returned to a 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. An Employee restored back into the bargaining unit cannot replace another Employee, but will be assigned to duties which his classification would entitle him to. If his seniority will not carry him, he shall be placed in accordance with the Layoff and Recall procedure 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.

HOURS OF WORK/OVERTIME

SECTION 1. This Article is intended to define the normal work period for bargaining unit Employees and to establish 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 solely to avoid the payment of overtime. Paid holidays, paid vacation leave, and compensatory time 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.

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, providing that the total number of hours accrued does not exceed eighty (80) hours. Compensatory time shall be used within one-hundred and eighty (180) days of accrual. Use of compensatory time shall be by approval of the Employer. Such approval shall not be unreasonably withheld. In the event the Employee is unable to use compensatory time within one-hundred and eighty (180) days of accrual, the Employer shall pay the Employee all monies due the Employee for overtime actually worked.

COURT TIME/CALL-IN PAY

A Deputy 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 Deputy is not on duty, shall be compensated no less than three (3) hours at time and one-half in actual pay or compensatory time. Any time worked over three (3) hours is to be compensated at one and one-half (1-1/2) times the Deputy's regular rate of pay.

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 hire. Date of hire is defined as to mean the first calendar day that the Employee started to work on active pay status as a sworn Deputy Sheriff.

SECTION 2. An approved leave of absence does not constitute a break in continuous service provided the Deputy Sheriff 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. A Deputy Sheriff shall lose his seniority and continuous service if:

- a) He resigns or retires.
- b) He is discharged for just cause.
- c) He is absent without official leave for three (3) or more consecutive workdays without valid excuse.
- d) He fails to return to work with seven (7) calendar days after the date of receipt of certified mailing or other personal notification of a recall notice.

SECTION 4. A Deputy Sheriff shall continue to accrue seniority during the following:

- a) Military leave of absence.
- b) While on layoff.

LONGEVITY

SECTION 1. All Employees who have five (5) years of continuous, uninterrupted service with the 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, subject to a maximum annual longevity allowance of one thousand four hundred seventy-five dollars (\$1,475.00). 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.

SALARIES

The wages for the period of this Agreement are as follows:

	Jan. 1, 2003	July 1, 2003	Jan. 1, 2004	July 1, 2004	Jan. 1, 2005
Starting Salary:	\$ 33,077.82	\$ 33,573.90	\$ 34,245.33	\$ 34,759.09	\$ 36,149.36
One Yr. of Service:	\$ 35,317.78	\$ 35,847.55	\$ 36,564.53	\$ 37,113.02	\$ 38,597.52
Two Yrs. of Service:	\$ 37,557.94	\$ 38,121.41	\$ 38,883.94	\$ 39,467.17	\$ 41,045.89
Three Yrs. of Service:	\$ 39,797.89	\$ 40,394.85	\$ 41,202.93	\$ 41,820.90	\$ 43,493.84
Four Yrs. of Service:	\$ 42,037.84	\$ 42,668.50	\$ 43,521.92	\$ 44,174.83	\$ 45,941.79
Five Yrs. of Service:	\$ 43,675.01	\$ 44,330.21	\$ 45,216.91	\$ 45,895.20	\$ 47,731.01

HOLIDAYS

SECTION 1. The Employer shall observe the following ten (10) paid holidays:

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

If a holiday should fall on a Saturday, it shall be observed on the previous Friday. If a holiday should fall 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.

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.

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.

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 hearing, which will be conducted within five (5) days following notification to the Employee and Union. The pre-disciplinary hearing shall be conducted by a neutral and detached Deputy Sheriff Supervisor and the Employee Relations Administrator, or his designee. The Employee who is alleged to have violated any departmental rule(s) shall be permitted representation by one Steward and one Union representative at the pre-disciplinary hearing. No tape recording of the hearing shall be made. A report of said hearing shall be prepared by the hearing administrator.

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 take into account any previous 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 past twenty-four (24) 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 Employee Relations Department within five (5) working days from the date the disciplinary action is imposed.

SECTION 4. Investigations of bargaining unit members concerning disciplinary, civil or criminal matters shall be conducted by Deputy Sheriff Supervisors. If there are insufficient Supervisors available to conduct the investigation, Deputy Sheriffs may be asked to assist in the taking of statements or in preparing reports as part of an investigation.

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 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, so long as the issue affects the unit as a whole.

SECTION 3. In disciplinary cases, the Sheriff's designee shall be a different individual than the one that presided over the grievant's pre-disciplinary hearing, if such a hearing 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.

An Employee having a grievance will first bring that complaint in writing to the attention of the Employee's immediate supervisor within three (3) working days of the incident giving rise to the grievance. The immediate supervisor shall discuss the grievance with the Employee and a Union steward, if requested in accordance with this Article, within three (3) working days of such written complaint. Within two (2) working days of such discussion the supervisor shall respond in writing to the Employee with an answer to the complaint. If the Employee is not satisfied with the written response given by the immediate supervisor, the Employee may, within three (3) working days, pursue the grievance to Step 2 of the Procedure. Grievances concerning disciplinary suspensions or discharges must be commenced by reducing them to writing on the appropriate form and submitting them to the Employee Relations Administrator within five (5) working days of the imposition of the disciplinary action. Processing of such grievances shall thereafter proceed at Step 3.

STEP 2.

The Employee Relations Administrator shall forward the Employee grievance to the Department Head who is responsible for the work area where the aggrieved Employee is assigned. The Department Head, or his designee, shall schedule a formal meeting to be held within five (5) working days of the receipt of the grievance between himself and the Employee who filed the grievance and a Union steward, if requested, in accordance with this Article. Prior to this meeting taking place, the Department Head, or his designee, shall make an investigation of all the allegations contained in this grievance. Within three (3) working days of the above meeting, the Department Head, or his designee, shall provide the Employee with a written response to the grievance. If the Employee is not satisfied with the written response, he may, within five (5) working days, pursue the grievance to Step 3 of the Procedure.

STEP 3.

The Sheriff, or his designee, upon receipt of a written grievance that has been processed through both Step 1 and Step 2 of this Procedure, shall schedule a formal meeting within seven (7) working days between himself, the Employee filing the grievance, the Union Representative, and a Union steward, if requested, in accordance with this Article. Prior to this meeting taking place, the Sheriff, or his designee, shall make an investigation of the allegation(s) contained in the grievance. Within ten (10) working days after the above meeting, the Sheriff, or designee, shall provide the Employee and the Union Representative with his written response to the grievance.

STEP 4.

If the grievance is not answered to the Union's satisfaction in Step 3, the Union may make 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 to the Sheriff, or his designee, within thirty (30) calendar days following the date the grievance was answered in Step 3 of the grievance procedure. In the event the grievance is not referred to arbitration within such time limit, the grievance shall be considered resolved based upon the answer given by the Employer in Step 3.

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 will meet to attempt to mutually agree upon an arbitrator selected 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 Agreement made supplementary thereto. His 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 his 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 by the losing party, as determined by the arbitrator. Each party shall pay the cost of its own representatives and witnesses.

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 should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed.

VACATION LEAVE

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

SECTION 2. Each full-time member of the bargaining unit with eight (8) or more years of service with the Employer shall have earned, and is entitled to, one-hundred and 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 and sixty (160) hours of vacation leave with full pay. Such vacation leave shall accrue to the Employee at the rate of six and two-tenths (6.2) hours each biweekly period.

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

SECTION 5. Vacation leave shall be taken by the Employee during the year in which it accrued and prior to the next recurrence of the anniversary date of employment. The Employer may permit an Employee to accumulate and carry over his vacation 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.

USE OF VACATION LEAVE

SECTION 1. Vacation leave shall be taken only at the time mutually agreed to by the Employer and the Employee. With approval, employees may use vacation time in one hour increments, if staffing permits.

SECTION 2. No earlier than the first of January of each year of this contract, and no later than January 31, each Employee shall submit to his immediate supervisor a vacation request form supplied by the Employer requesting the use of that Employee's accrued vacation leave for that calendar year. Requests shall be honored and vacation time awarded pursuant to such request. In the event more than one Employee requests the same vacation, and staffing requirements preclude granting all such requests, vacation shall be awarded on the basis of seniority, and the less senior Employee(s) shall submit his vacation request for a different time period within seven (7) days of notification of the disallowance of his requested vacation. Any Employee who does not submit a vacation request form by January 31 of each year may request vacation leave during the year, and such vacation leave will be granted on a first come, first serve basis, but subject to both staffing needs and previously approved vacations.

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 shall be as follows:

- a) Employee's parents (natural, step or foster)
- b) Spouse
- c) Children
- d) Brothers and brothers of one's spouse
- e) Sisters and sisters of one's spouse
- f) Natural grandparents
- g) Spouse's parents

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.

HEALTH & SAFETY

SECTION 1. This submission 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. If assigned to Transport Unit, Employee must possess a current commercial driver's license or obtain one within six (6) months.

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) or other health related problems which might affect bargaining unit members. While in uniform, deputies shall be permitted to wear black leather pat-down gloves at times deemed appropriate by the Employee.

SECTION 5. In the event that a supervisor believes that an Employee is either mentally or physically impaired due to alcohol intoxication, the Employee shall not be allowed to work pending further medical, security, or toxicological investigation. Any Employee who attempts to work while under the influence of alcohol shall be subject to disciplinary action.

SECTION 6. In the event that a supervisor believes that an Employee is either mentally or physically impaired due to the use of a chemical or harmful intoxicant, or any other cause, the Employee shall not be allowed to work pending further medical security, or toxicological investigation. Any Employee who attempts to work while under the influence of chemical or harmful intoxicants shall be immediately suspended without pay pending a pre-disciplinary hearing. The pre-disciplinary hearing will be held within ten (10) working days of the issued suspension.

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

SECTION 7. Each employee will be allotted a one-half (1/2) hour lunch break at all hospital details when staffing permits. All Metro emergency room details will be handled by two (2) deputies, when staffing permits. No emergency room run shall be delayed because of the lack of a second deputy. In the event a second deputy is not immediately available, the Employer will make every effort to dispatch a second deputy to the emergency room as soon as possible.

SECTION 8. 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 his job responsibilities in accordance with this Agreement, shall be sufficient cause to prevent and preclude a work assignment by the Employer.

SECTION 9. Emergency medical aid shall continue to be made available to all Employees by the Department of Inmate Services.

SECTION 10. The Department 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 11. All deputies shall be issued a weapon.

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 Sheriff and confirmed by a physician chosen by the Employer.

SECTION 2. On-duty critical incident is defined as injury resulting from active duty as a Deputy Sheriff; such duty including, but not limited to, apprehension or attempted apprehension of suspects, active participation in the prevention of crimes, and pursuit of suspects.

SECTION 3. It is mutually agreed that a Deputy Sheriff 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.

SECTION 4. Pay made according to 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 Deputy Sheriff is actually disabled, not to exceed one-hundred twenty (120) days. 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. Any worker's compensation total-temporary total-benefits which accrue during injury/illness leave shall be returned to the Employer for that one-hundred twenty (120) day period.

STRESS LEAVE

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

SICK LEAVE

SECTION 1. Each member of the bargaining unit shall earn sick leave credit at the rate of three and seven-tenths (3.7) hours for each eighty (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 and who is not on a previously approved day of vacation, sick leave, or leave of absence shall be responsible for notifying the Employer at least one (1) hour prior to the Employee's scheduled work assignment, unless emergency conditions prevent such notification. In the case of a condition exceeding seven (7) consecutive calendar days, a physician's statement specifying the Employee's inability to report to work and the probable date of return to work shall be required, and the following shall apply:

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

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 be 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 to the Employer a written and signed statement for the request and justification of sick leave within twenty four (24) hours following the return to work.

SECTION 5. 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.

SECTION 6. 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 the Employee is found to be unqualified for the position, he may be placed on sick leave, 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 may 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 in which case the Employer shall bear the cost of such examination.

SECTION 9. Unless otherwise approved by the Employer, only accumulated sick leave may be utilized for compensation of an approved absence(s) as defined in Section 3 of this (subject) submission.

SECTION 10. Employees requesting sick leave shall submit a request for a sick leave of absence to the Employer. If such request is disapproved, the Employee may be subject to disciplinary action.

SECTION 11. 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 12. At the time of retirement from active service with the Employer, providing that the employee has completed ten (10) or more years of service, the Employee shall be entitled to be paid in cash as follows:

- a) 2003 – one-quarter (1/4) of the value of accrued but unused sick leave credit not to exceed two hundred forty (240) hours [thirty (30) days];
- b) 2004 – one-third (1/3) of the value of accrued but unused sick leave credit not to exceed four hundred eighty (480) hours [sixty (60) days];
- c) 2005 – one-half (1/2) of the value of accrued but unused sick leave credit not to exceed five hundred twenty (520) hours [sixty-five (65) days].

SICK LEAVE DONATION

SECTION 1. Employees shall be allowed to donate sick days to fellow employees who have been injured or have a prolonged illness that exhausted all sick leave, and it is necessary to extend their sick leave for up to two hundred forty (240) hours. The cap for a recipient is two hundred forty (240) hours.

SECTION 2. When an employee or someone on his behalf requests sick leave donation, he shall notify the Sheriff, or his designee, in writing. The Sheriff, or his designee, will then post a notice for ten (10) working days 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. An employee may donate up to thirty-two (32) hours of sick leave per calendar year. The employee must sign and submit a Sick Leave Donation form within the posting period. The recipient shall retain all donated sick leave.

LEAVE OF ABSENCE WITHOUT PAY

SECTION 1. A leave of absence without pay may be granted to an Employee by the Employer, provided the Employee has completed his probationary period. Such leave is not to exceed six (6) months. 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 subjected 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 Personnel 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 Sheriff.

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

GROUP INSURANCE

SECTION 1. An eligible employee is defined as a full-time employee covered by this Agreement. The Flexcount Plan is defined as the IRS Section 125 or "Cafeteria Plan" which is provided by the Employer for health insurance benefits for County employees. The Employer shall be responsible for enrolling all eligible employees in the Plan once during each Plan year at its annual enrollment period. The Plan year commences on January 1 and ends on December 31 of the calendar year but is subject to change.

SECTION 2. Effective the first month following ratification, and for each of the successive contract years, for all medical benefit plan options offered by the County, the County will contribute ninety-five percent (95%) of the premium costs for each plan and employees electing to participate in a plan will contribute five percent (5%) of the premium costs for that plan. Except that the employee cost for any HMO shall not exceed twenty dollars (\$20.00) for the family plan and ten dollars (\$10.00) for the single plan per biweekly pay period.

SECTION 3. Effective the first month following ratification, and for the duration of this Agreement, the Employer will contribute ninety-five percent (95%) of the premium costs for the Supplemental Plans (currently dental and vision) and the employee will contribute five percent (5%).

EMPLOYEE'S NO SICK TIME.

SECTION 1. Any Employee who has exhausted his/her 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.

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 eye 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. Family members who are eligible will also be covered under this plan.

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 Department as to job-related courses, approved by the Ohio Peace Officer's Training Council or institution approved by the Department within the State of Ohio, shall be made available to the Employees by posting it 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 Deputies in the bargaining unit be updated in any courses or instruction as might be directed by the Ohio Peace Officer's Training Council's requirement. When so stated by the requirements, attendance shall be mandatory.

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 any one 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.

MILITARY LEAVE WITHOUT PAY

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

PERSONAL COURT LEAVES

SECTION 1. An Employee who is appearing before a court or other legally constituted body in a matter to which he is a party may be granted vacation, holiday or compensatory time by the Employer. Such instances would include, but not be limited to, criminal or civil matters, traffic court, divorce proceedings, juvenile court as parent or guardian of juvenile, and tax matters, upon seven (7) days advance written notice to the Employer. 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 his summons, subpoena, or other documentation prior to the effective date of any leave.

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.

GENERAL ELECTION DAY VOTING

Pursuant to Ohio Revised Code § 5.20, relating to the first Tuesday after the first Monday in November of each year, and in exercise of the options mentioned in Ohio Attorney General's opinions 65-225 and 65-217, the Employer does, and will continue to permit any personnel on the day shift, who can be spared, one-half (1/2) day administrative leave for the purpose of voting.

OUTSIDE EMPLOYMENT

Deputies 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 Deputy'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 twenty (20) hours of work per week.
- f) Deputies 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 Deputy's outside employment.

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 Deputies 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 or any other appeal beyond the Employer.

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. The Employer shall determine when a layoff will occur. Affected Employees will be laid off in accordance with their established seniority. Bargaining unit Employee(s) with the least seniority will be laid off first. In the event that more than one Employee has the same date of hire, the Employee with the highest civil service examination test score shall have preference in seniority.

SECTION 3. Employees who are laid off shall be placed on a recall list for a period of twelve (12) months. If there is a recall, Employees who are still on the recall list shall be recalled in reverse order of their layoff.

SECTION 4. Notice of recall shall be sent to the Employee by certified or registered mail. The Employer shall be deemed to have fulfilled its obligations by completing each of the following:

- a) Mailing the recall notice, return receipt requested,
- b) to the last mailing address provided by the Employee.
- c) By hand delivery to the President of the Union, or his
- d) designated representative.
- e) by posting said notice on the bulletin board.

SECTION 5. The recalled Employee shall have five (5) calendar days following the date of receipt of the recall notice within which 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 within which to report for duty, unless a different date for returning to work is specified in the notice.

SECTION 6. The Employer shall maintain an up-to-date seniority list which shall be supplied to the Union on a monthly basis. The Employer shall post an up-to-date seniority list upon the bulletin board in January and July of each calendar year. Said list shall remain posted for a fourteen (14) day calendar period and shall include the Employee's name and initial date of hire. After posting the list, any errors which are brought to the attention of the Employer within thirty (30) days of the 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.

SEPARABILITY CLAUSE

SECTION 1. If any clause, sentence, paragraph, or part of this Agreement or the application thereof to any person or circumstances shall, for any reason, be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement 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 supplement 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.

REPRODUCTION AND DISTRIBUTION OF AGREEMENT

SECTION 1. The Employer, upon the ratification and signing of the Agreement by the parties, shall arrange for the reproduction of this Agreement in booklet form.

SECTION 2. The Employer shall arrange for three hundred (300) such booklets to be printed and shall be responsible for distribution to the members of the bargaining unit. The Employer shall also maintain a sufficient inventory of this Agreement, and shall be responsible for its distribution to new members of the bargaining unit.

SECTION 3. For purposes of Section 2, the cost(s) of reproduction shall be divided equally between the Employer and the Union. All subsequent costs of reproduction associated with this Agreement shall be the responsibility of the Union.

SECTION 4. Copies of this Agreement shall be distributed to the Employees within sixty (60) days after all parties have executed this Agreement.

LENGTH & 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.

SECTION 4. This collective bargaining Agreement shall be and remain in full force and effect from January 1, 2003 until 12 midnight the last day of December, 2005. Thereafter, it shall continue from year to year unless either party notifies the other in writing one-hundred twenty (120) days prior to the initial expiration date or the expiration date in subsequent years of its desire to modify, amend, or terminate this Agreement.

EXPIRATION AND RENEWAL

This Agreement is effective as of January 1, 2003 and shall remain in full force and effect until 12 midnight the last day of December, 2005 and shall thereafter be continued in full successive years unless written notice of termination or a desire to modify or change this Agreement is given in writing by either party at least one-hundred twenty (120) days prior to the expiration date. Upon receipt of notice, a conference shall be arranged within thirty (30) days.

FOR THE COUNTY:

Gerald T. McFaul 9-5-03
GERALD T. McFAUL DATE
SHERIFF, CUYAHOGA COUNTY

Tim McCormick 9/15/03
TIM McCORMICK DATE
COMMISSIONER

Peter Lawson Jones 9/15/03
PETER LAWSON JONES DATE
COMMISSIONER

Jimmy Dimora
JIMMY DIMORA DATE

Ass't County Prosecutor 9/15/03
ASS'T COUNTY PROSECUTOR DATE
CIVIL DIVISION

FOR THE UNION:

S. Randall Welton 8-26-03
S. RANDALL WELTMAN DATE

Martin Lutz 8-26-03
DEPUTY MARTIN LUTZ DATE

Ronald Campbell 8-26-03
DEPUTY RONALD CAMPBELL DATE

Darnell Worley 8-26-03
DEPUTY DARNELL WORLEY DATE

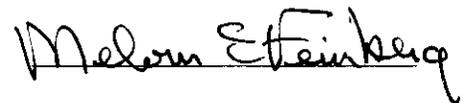
CERTIFICATE OF SERVICE

This is to certify that true copies of the Fact-Finding Report and Recommendations in Case No. 05-MED-10-1204 for the Sheriff's Department of Cuyahoga County and the Ohio Patrolmen's Benevolent Association were sent to the Parties by overnight mail and to the State Employment Relations Board by regular U.S. mail on this day, July 11, 2006. The copies were served upon:

S. Randall Weltman, Esq.
Ohio Patrolmen's Benevolent Association
10147 Royalton Road, Suite J
P.O. Box 338003
North Royalton, Ohio 44133

Christopher J. Russ, Esq.
Employee Relations Administrator
Cuyahoga County Sheriff
Justice Center
1215 West 3rd Street
Cleveland, Ohio 44113

Edward Turner
Administrator, Bureau of Mediation
State Employment Relations Board
65 East State Street, 12th Floor
Columbus, Ohio 43215-4213



Melvin E. Feinberg,
Fact Finder