

CUYAHOGA COUNTY

and the

**FRATERNAL ORDER OF POLICE, OHIO
LABOR COUNCIL, INC.**

PROTECTIVE SERVICES SERGEANTS

01/01/21-12/31/23

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SECTION I. INTRODUCTORY

PREAMBLE

This is an Agreement between Cuyahoga County, hereinafter known as the "County" or the "Employer", and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter known as the "Union" representing Employees, herein defined as Protective Services Sergeants and hereinafter known as "Employees" in the Cuyahoga County Sheriff's Department.

Article 1. PURPOSE OF AGREEMENT

It is the intention of this Agreement to maintain harmonious relations between Cuyahoga County and its Employees represented by the Union; and it is further 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, the Employees, and the public interest.

Article 2. 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, gender, genetic information, sexual orientation, military status, veteran status, union activity or membership, political opinions or affiliation. Both parties equally share the responsibility for applying this provision of the Agreement.

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

SECTION 3. The Employer agrees not to interfere with the rights of bargaining unit employees to become members of the FOP/OLC, and the Employer shall not discriminate, interfere, restrain or coerce any employee because of any legal employee activity in an official capacity on behalf of the FOP/OLC as long as that activity does not conflict with the terms of this Agreement.

SECTION 4. The FOP/OLC agrees not to interfere with the rights of Employees to refrain or resign from membership in the FOP/OLC and the FOP/OLC shall not discriminate, interfere, restrain or coerce any Employee exercising the right to abstain from membership in the FOP/OLC or involvement in FOP/OLC activities.

Article 3. 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 work 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 layoff, transfer, assign, 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 unit of government.

SECTION II. UNION-RELATED

Article 4. UNION RECOGNITION

SECTION 1. The Employer hereby recognizes the Union as the sole collective bargaining agent with respect to wages, hours, terms and other conditions of employment for Protective Services Sergeants described by the State Employment Relations Board (SERB) Case No. 22-MED-11-1207, but excluding Supervisory and Management level personnel as defined by SERB.

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

Article 5. PROBATIONARY PERIOD

SECTION 1. Every newly hired full-time Employee will be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the Employee receives compensation from the Employer. The probationary period shall continue for a period of one hundred eighty (180) calendar days. Employees who were promoted from the rank of Officer may be demoted back to that classification during their probationary period, for just cause discipline, and when mutually agreed upon between the Employee and Employer.

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

SECTION 3. Any absence of thirty (30) or more consecutive workdays by a probationary employee shall toll the duration of the probation period by the duration of the absence, extending the original date of the probationary period by the period of the absence.

SECTION 4. Any newly promoted Employee who was enrolled in the County's benefits plan at the time of entering this bargaining unit shall continue to receive uninterrupted benefits.

Article 6. UNION REPRESENTATION

SECTION 1. For the purpose of processing grievances and collective bargaining, the Union shall be represented by two (2) Union Associates who shall be appointed by the Staff Representative. No Employee shall be permitted to serve as a Union Associate who has less than one (1) year of employment. The members of the bargaining unit shall elect three (3) members of the bargaining unit to the bargaining committee. These members shall assist in contract negotiations and be the voice of the membership for the purposes of negotiating a successor agreement.

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

SECTION 3. The Union Staff Representative shall be permitted to visit on the premises to meet with the Union members with prior notification to the Lieutenant(s) or their designee(s). The Union agrees that such visits will be kept to a minimum.

SECTION 4. A Union Associate shall be permitted to investigate and process a grievance within his shift and attend meetings as provided in the grievance procedure during working hours without loss of wages provided that such activity shall take into consideration the operational needs and work requirements of the Employer. Associates

investigating or processing a grievance shall first notify and receive approval from their immediate supervisor prior to beginning any such activity, and permission shall not be unreasonably withheld.

Article 7. UNION SECURITY/ CHECK OFF DUES

SECTION 1. All present Employees who are members of the Union on the effective date of this Agreement or become members during the term of this Agreement shall remain members of the Union provided that such Employee may resign from the Union in accordance with state or federal law. Notice of resignation must be in writing and presented to the Union Representatives and the Employer. The payment of dues uniformly required of the membership shall be the only requisite condition of Union membership. For purposes of this Article, "eligible Employees" are bargaining unit Employees on payroll who have not claimed a religious exemption from the requirement to contribute to a labor organization.

SECTION 2. The Employer will deduct monthly dues from the pay of Employees covered by this Agreement and upon receipt from the Union of individual written authorization cards voluntarily executed by an Employee for that purpose and bearing the Employee's signature. Deductions will be made from the pay of all Employees during the first pay period of each month. In the event of an Employee's first month pay being insufficient for such purpose, an amount equal to the shortage shall be deducted, but no greater than a double deduction from the pay earned in the first pay of the following month, or if that is insufficient, a subsequent period.

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

SECTION 4. The Union will indemnify and save the Employer harmless from any action growing out of deductions made by the County hereunder and commenced by an Employee against the Employer (or the Employer and Union jointly).

Article 8. UNION BUSINESS LEAVE OF ABSENCE

Associates and bargaining committee members involved in grievance matters, arbitration matters, and negotiation matters will be permitted ten (10) days, in the aggregate, leave without pay per contract year. Any additional time needed may, with the approval of the Employer, be taken from vacation or compensatory time. The Union shall give the Employer a thirty (30) calendar day written notice of all Union business leave requests.

Article 9. UNION RIGHTS

SECTION 1. The parties agree that the Employer will provide the Union with copies of all policy and procedure manuals, rules and regulation manuals, and Employee handbooks relative to this Unit, and any successors thereto, whether in paper or electronic

form. The Employer agrees to provide the Union, through its Union Representative, with a copy of any changes or amendments made to these documents during the term of this Agreement.

SECTION 2. A member of the bargaining unit designated by the Union shall be afforded the opportunity to speak on Union business to all newly promoted Sergeants.

Article 10. NO STRIKE/NO LOCKOUT

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

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

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 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 or representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of bargaining unit Employees during the term of this Agreement.

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

Article 11. BULLETIN BOARDS/ DISTRIBUTION OF UNION MATERIALS

SECTION 1. The Employer shall provide space for glass-enclosed bulletin boards at the locations listed herein solely for use by the Union to post notices. The Employer shall be responsible for the cost of initial installation of a bulletin board.

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

- a. Posting of rules and regulations of the Union;
- b. Notices of Union meetings and elections results;

- c. Notices of recreational and entertainment activities;
- d. Educational material.

The designated Employer representative will be provided a copy of notices listed above at the time of posting; any other notices must have prior approval of the designated Employer representative who has the right to order the removal of any non-complying material on the bulletin boards.

SECTION 3. The following shall also apply to the use of bulletin boards:

- 1. No material shall be posted that is illegal, illicit, or otherwise considered unacceptable to the general public.
- 2. No writings or postings may contain anything critical of the Employer or any other County department or employee.
- 3. A representative of the Union shall be permitted access to bulletin boards to post material.
- 4. Bulletin Boards shall be placed at the following locations.
 - a. Juvenile Justice Center
 - b. 1640 Superior Avenue – Virgil E. Brown Building
 - c. 3955 Euclid Avenue – Jane Edna Hunter Building
 - d. 1642 Lakeside Avenue

All other notices of any kind not covered hereinabove must be delivered to the Employer's designee. The designee has the right to order the Directors to remove any notice in violation of the criteria outlined herein, and the Directors shall immediately remove such notice.

The Union shall provide locking, glass enclosed bulletin boards for the above locations.

SECTION 4. The Employer shall provide the labor, time, and materials necessary to install the bulletin boards.

SECTION 5. The Union shall take sole responsibility for all materials placed upon the bulletin boards.

SECTION 6. The Union may distribute materials to all posts manned on each shift. Employee representatives shall only engage in this activity on their own time, with prior notification to the Employer, and with no disruption to the work force.

Article 12. LABOR/MANAGEMENT COMMITTEE

SECTION 1. There shall be a Labor/Management Committee consisting of not more than four (4) representatives selected by the Union and more than four (4) representatives selected by the Employer.

SECTION 2. Upon request of either party, but not more than once per calendar quarter, a meeting of the Labor/Management Committee shall be scheduled. Additional meetings may be scheduled as needed and mutually agreed upon. The purpose of such meetings will be to discuss matters of mutual interest to the Employees covered by this contract.

SECTION III. WAGES & BENEFITS

Article 13. WAGES

SECTION 1. Effective January 1, 2021, all members of the bargaining unit shall receive a one dollar and seven cent (\$1.07) equity adjustment to the current rate of pay, plus a two percent (2.0%) wage increase. The hourly rate effective January 1, 2021 shall be \$27.04 per hour.

SECTION 2. Effective January 1, 2022, all members of the bargaining unit shall receive a two percent (2.0%) wage increase. The hourly rate effective January 1, 2022 shall be \$27.58 per hour.

Effective July 3, 2022 through December 31, 2022, all members of the bargaining unit shall receive a one percent (1%) wage increase pursuant to Cuyahoga County Council Resolution 2022-0120. The hourly rate effective July 3, 2022 shall be \$27.86 per hour.

SECTION 3. Effective January 1, 2023, all members of the bargaining unit shall receive a three percent (3.0%) wage increase. The hourly rate effective January 1, 2023 shall be \$28.70.per hour.

SECTION 4. Only those employees who are in active status as of the date this Agreement is ratified by the Cuyahoga County Council shall be eligible for retroactive payment as provided in this Article.

Article 14. ASSUMPTION OF RANK

When the Employer determines that an Employee must assume the responsibilities of a higher rank, or in the absence of a Lieutenant, and a Sergeant is assigned by the Employer to act in the capacity of Lieutenant, an employee assigned and assuming the duties of a higher rank shall be compensated at a pay rate of eight (8%) percent above the Employee's regular rate of pay. The Employer shall have sole discretion to select an employee to fill in those responsibilities.

Article 15. SHIFT DIFFERENTIAL

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

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

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

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

Article 16. LONGEVITY

SECTION 1. Effective January 1, 2023, Employees who have five (5) years of continuous, uninterrupted service with Cuyahoga County shall be paid a longevity allowance of \$300.00. Longevity will be paid in the pay period in which the anniversary date occurs. The Employee shall be paid the amount of \$100.00 for each year of full continuous service after the initial five (5) years and is to be added to the original amount set for the five (5) year period. The said amounts, previously covered, shall be paid every year until the Employee retires. In the year of retirement, said allowance shall be paid but include the full years and prorated months in the retirement year.

Article 17. UNIFORM & EQUIPMENT

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

Headgear	1	Winter	Duty Belt	1	
Headgear	1	Summer	Belt Keepers	4	
SS Shirts	4		Handcuffs	1	
LS Shirts	4		Handcuff Case	1	
Tie	2		Ammunition	52	
Pants	4		Name Tag	2	
			Biohazard Kit	1	
			Gloves	1	Pair
All Purpose Jacket	1		Holster	1	
Bullet Proof Vest	1		Ammunition Case	1	
Rain Coat	1		Badge	2	
Magazines	3				

SECTION 2. Effective January 1, 2023 Employees shall receive an annual uniform maintenance allowance of nine hundred dollars (\$900.00).

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

SECTION 4. Pursuant to current practice, the Employer will reimburse Sergeants for specialized equipment and certifications (including commissions) that are required by the Employer.

SECTION 5. Newly promoted Sergeants shall not be issued those items previously issued while Officers; however, the Employer shall replace any such items if worn, damaged or no longer functional. The Employer will ensure that each Employee has two (2) uniform badges, sidearm, less-than-lethal device, ammunition pouch, flashlight and holder, holster, handcuffs, and bullet proof vest. Unserviceable items shall be replaced by the Employer as soon as possible.

Article 18. HOURS OF WORK

SECTION 1. The normal workday shall consist of eight (8) hours, the normal workweek shall consist of five (5) workdays and two (2) days off.

SECTION 2. Should a Duty Sergeant need to leave their post for any length of time, he/she shall notify the Lieutenant, or in the absence of the Lieutenant, their designee, and shall receive approval prior to leaving.

SECTION 3. Notwithstanding anything in the contract to the contrary, alternative scheduling will be permissible. Alternative scheduling is defined as a work schedule whereby an Employee will work in daily increments of more than eight (8) hours. Paid sick, vacation leave, jury duty-court leave, holidays and disciplinary suspensions for Employees on alternative work schedules will be paid and/or charged at the rate of the number of hours that the Employee is scheduled to work for on the affected dates. It is understood and acknowledged by both parties that the decision to utilize alternative work schedules is at the sole discretion of the Employer and will be based on operational needs. It is also understood that nothing herein shall be understood to compel the Employer to adopt, or once adopted to continue alternative work scheduling.

Article 19. OVERTIME

SECTION 1. An Employee required to work more than forty (40) hours in any workweek shall be compensated at one and one-half times his regular rate of pay, or at the Employee's option, receive compensatory time credited at one and one-half hours for each overtime hour worked up to two hundred forty (240) hours. Employees will be

provided with weekly opportunity to state their choice of compensation. Compensated holidays, vacation or compensatory time shall be considered time worked for purposes of the overtime calculation. Employees called into work on a scheduled day off shall be compensated at the rate of one and one-half times the regular rate of pay.

SECTION 2. Compensatory time shall be used within three hundred sixty-five (365) days of accrual. Compensatory time accumulated more than three hundred sixty-five (365) days prior to said pay period which has not been used by the Employee shall not be subject to loss but shall be paid to the Employee in the following pay period. At the Employee's option, once a year the Employee may elect to cash out up to eighty (80) hours of compensatory time in the first pay of August of each year of this Agreement, in addition to an end of the year payout for any and all compensatory time not used in the three hundred sixty-five (365) day period.

SECTION 3. Scheduling of overtime shall be distributed by the scheduling lieutenant as equitably as practicable.

SECTION 4. Employees who are working their regularly scheduled shift at a time when all County buildings are closed due to an unforeseen emergency shall receive compensatory time equal to the number of hours worked, up to a maximum of forty (40) hours within a thirty (30) day period, when the County is closed, in addition to their regular hourly rate. This section is not applicable when individual buildings are closed and for overtime opportunities.

Article 20. COURT TIME PAY

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

SECTION 2. If the court appearance is scheduled during the Employee's normal shift, the Employee shall be relieved of their regularly scheduled duties and compensated at their regular rate of pay for all time in court. If the Employee's presence is required beyond the end of their regular shift, the Employee shall be compensated for an additional three (3) hours pay at time and one-half (1 ½) their regular rate of pay. If an Employee is required to remain in court more than three (3) hours beyond the end of their regular shift, the Employee shall be compensated at a rate of one and one-half (1 ½) times their regular rate of pay for all hours worked.

SECTION 3. An Employee who is required to attend a court proceeding in direct connection with his/her position as a Sergeant on an off day shall be compensated for three (3) hours at time and one-half (1 ½) or actual hours worked at time and one-half (1 ½), which ever is greater.

Article 21. CALL-IN PAY

A Sergeant who is required to report to work at a time that he is scheduled off shall receive a minimum of three (3) hours of work or three (3) hours of pay in lieu thereof at the applicable rate.

Article 22. HOLIDAYS

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

1. New Years Day
2. Martin Luther King Day
3. Presidents' Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veterans' Day
9. Thanksgiving
10. Day after Thanksgiving
11. Christmas Day
12. Juneteenth

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

SECTION 3. To be entitled to holiday pay, an Employee must be on the active payroll during the week in which the holiday occurs. Further, to be entitled to holiday pay, Employees must work their scheduled shift the workday before, during and the workday after the holiday, unless absent because of legitimate illness that has been previously approved by the Employer or any documented emergency.

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

SECTION 5. In the event the Employer grants another holiday to any other Employees because of the national crisis which occurred Sept. 11, 2001, then the Employer shall grant the holiday to bargaining unit Employees.

Article 23. HEALTH INSURANCE

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

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

a) METROHEALTH PLAN

- 1) For all three years of this Agreement, the County shall offer an HSA plan through the MetroHealth System with no bi-weekly cost to employees;
- 2) The bi-weekly contribution for a non-HSA plan offered through MetroHealth shall be as follows:
 - a. 2021: 93% Employer, 7% Employee
 - b. 2022: 93% Employer, 7% Employee.
 - c. 2023: 93% Employer, 7% Employee.

b) OTHER BENEFIT PLANS

Bi-weekly health insurance contribution rates for all other plans shall be as follows:

- 1) 2021: Employer 86%, Employee 14%.
- 2) 2022: Employer 86%, Employee 14%.
- 3) 2023: Employer 86%, Employee 14%.

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

SECTION 4. For all three years of this Agreement, the Employer shall contribute 86% of the costs for the ancillary benefit plans (i.e. vision and dental) and the Employee shall contribute 14% of the cost for ancillary benefit plans.

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

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

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

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

Article 24. LIFE INSURANCE

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

Article 25. PERSONAL LIABILITY INSURANCE

The Employer will indemnify all Employees of this bargaining unit pursuant to applicable State Law.

Article 26. RETIREMENT

SECTION 1. Upon retirement, an Employee with ten (10) or more years of service may receive cash payment for one-fourth (1/4) the value of the accrued but unused sick leave balance, not to exceed thirty (30) days [240 hours].

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

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

Article 27. TUITION REIMBURSEMENT

Any optional tuition reimbursement benefit may be offered pursuant to the authority conferred by the Policies and Procedures Manual (Employee Handbook) and shall be on the same terms and conditions as offered to non-bargaining employees of the County.

SECTION IV. TERMS & CONDITIONS OF EMPLOYMENT

Article 28. SENIORITY

SECTION 1. Seniority shall be defined as an Employee's uninterrupted length of continuous service with the Protective Services division of the Cuyahoga County Sheriff's Department as a Sergeant and shall be calculated from the Employee's initial date of hire or promotion as a Sergeant. Continuous service includes service with the Cuyahoga County Sheriff's Department.

In the event that more than one Employee has the same date of promotion, seniority will be determined by the Employee's initial date of hire with the Employer.

SECTION 2. An approved leave of absence does not constitute a break in continuous service provided the Employee follows the 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 his seniority when:

1. the Employee resigns or retires; or
2. the Employee is discharged for just cause; or
3. the Employee is absent from scheduled work for at least three (3) consecutive workdays without a valid excuse or any notification to the Employer
4. the Employee fails to return to work within fourteen (14) calendar days after the initial date of receipt of certified mailing of a recall notice after layoff; or
5. the Employee fails to make application for reinstatement within thirty (30) calendar days from the date that PERS determines that a disability benefit recipient is no longer incapable of resuming the service from which the recipient was found disabled and no appeals are still pending.

SECTION 4. Employees shall continue accrual of seniority while on military leave of absence and for other reasons specially stated in the contract provisions herein.

Article 29. SHIFT ASSIGNMENT

Shift selection will occur annually, prior to November 1st of each year of this Agreement, at a time designated by the Employer, and shall be based on the seniority within the bargaining unit. Selection will be for the work shift and off-days only and will not include any other terms, conditions, or work assignment aspects. Employees shall not be required to work regularly scheduled "split shifts". If a vacancy occurs or a new position is created, the Employer will designate a time within thirty (30) calendar days to conduct bid procedures as governed by this Article.

Article 30. HEALTH & SAFETY

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

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

SECTION 3. Complaints involving unsafe equipment and/or conditions should be reported by the Employee to his/her immediate supervisor. If the unsafe equipment or conditions are not corrected, the Employee may process a complaint through the Grievance Procedure of this Agreement.

SECTION 4. Ongoing issues of operational safety and security including training for bargaining unit employees on such topics of use of force, use of force continuum, self-defense and related matters shall be an appropriate topic of discussion for Labor Management Committee meetings. The Employer does not relinquish its right to require training for bargaining unit employees at any time.

The County will provide training when it determines such training is necessary, including supervisor training for employees during their first year in the bargaining unit, to enhance the ability of bargaining unit employees to perform their jobs. Bargaining unit employees may submit written requests with written supporting documentation to the Employer for additional supervisory and/or job-related training. The County shall not deny an employee's request for arbitrary or capricious reasons.

Article 31. SHOOTING INCIDENTS

SECTION 1. An Employee involved in a shooting incident will be placed on Administrative Leave. This leave shall be without loss of pay or benefits, pending the outcome of the investigation and determination of the Employer. The assignment of administrative leave shall not be interpreted to imply or indicate the Employee has acted improperly.

While on Administrative Leave, the Employee shall remain available at all times for official Protective Services/Sheriff's Department interviews and statements regarding the shooting incident and shall be subject to recall to duty at any time.

SECTION 2. In all cases where any person has been injured or killed as a result of a firearms discharge, the Employee may be required to undergo debriefing with a psychologist or other Employer-approved employee assistance program or provider, selected and paid for by the Employer as soon as possible, preferably within twenty-four (24) hours of the incident. All information and communication between the Employee and the program and/or provider shall be confidential and not otherwise disseminated to the Employer without prior approval of the Employee.

Article 32. DUTY EXAMINATION

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

SECTION 2. Drug and Alcohol Testing.

(A) Reasonable Suspicion Drug/Alcohol Testing

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

When a supervisor determines that he/she has reasonable suspicion that an Employee is then under the influence of alcohol, a controlled substance, harmful intoxicant, or any other cause, the supervisor shall proceed in accordance with the applicable provisions of the Cuyahoga County Department of Human Resources' Policies and Procedures Manual (Employee Handbook), currently Section 8.04, established and amended by ordinance of Cuyahoga County Council.

(B) Post-Critical Incident/Post-Vehicular Accident Drug/Alcohol Testing

In the event that an Employee is involved in (1) an on-duty critical incident and/or (2) a vehicular accident where the Employee is the operator of the vehicle, the Employee shall immediately contact a supervisor. The supervisor shall determine whether testing is warranted. If testing is required as a result of the provisions in this Article, the Employee ordered to submit to such testing shall be placed on paid administrative leave pending the results of the testing. If the test results are negative, the Employee shall be returned to work. If the test results are positive, the Employee may be subject to disciplinary action, up to and including removal. For purposes of this Article:

1) An "on-duty critical incident" as used in this Article, is defined as injury to the Employee resulting from active duty as a Protective Services Sergeant, including apprehension or attempted apprehension of a suspect, or active participation in the prevention of crimes. "On-duty critical incident" also includes any use of force by the Employee that results in death or injury to another.

(2) A "vehicular accident" is a motor vehicle accident that occurs in the course of County business where the Employee operates any motor vehicle that results in property damage and/or physical injury to any person involved in the accident.

(C) Random Drug/Alcohol Testing

Employees are subject to "random" drug and alcohol testing at the following percentage:

Employees will be subject to a random test at a rate of ten percent (10%) per

annum out of the pool of all bargaining unit Employees. The County will contract with an independent third party to provide random selection services through the use of a computerized random number generation program at the percentage discussed above.

As the purpose of "random" testing is to proactively keep Employees and citizens safe from the effects of drugs and alcohol in the workplace, all "random" testing of Employees will be for illegal drugs, alcohol, and/or chemical or harmful intoxicants. In an effort to ensure the accuracy, confidentiality and trustworthiness of the process, the following methodologies will be required for "random" drug and alcohol testing:

a. Medical Review Officer:

i. The Medical Review Officer (MRO) must be a licensed physician in the State of Ohio. The MRO may not have any business relationship with the laboratory used for testing that causes a conflict of interest or the appearance of a conflict of interest as defined under D.O.T. guidelines.

b. Sample Collection:

i. The collection of samples shall be performed only by health care professionals who are qualified and authorized to do such collections and meet current D.O.T. collection standards and certification requirements, operating under the direction of the MRO.

ii. The collection site will operate using non-federal testing that follows the federal model. A sufficient sample will be collected in all cases to provide for split specimen testing.

iii. The collection site will begin the chain of custody of all samples submitted using the federal model, identifying each specimen through use of an identifying number only with no other Employee information. Identities of each Employee will be kept in the custody of the MRO/collection site.

c. Alcohol Testing:

i. Preliminary alcohol testing will be by a certified technician as provided for above using an Evidentiary Breath Testing Instrument.

ii. A preliminary test result of .04 grams per 210 liters of breath will be considered positive. Preliminary test results that are below .04 shall result in the discontinuation of testing.

iii. Test results that are positive shall result in an immediate confirmatory test being run. The confirmatory test shall be a second breath alcohol content test unless the Employee requests a blood alcohol content test. A confirmatory test result of .04 grams per 100 ml of blood and/or .04 grams per 210 liters of breath will be considered a positive test result and reported to the MRO.

d. Laboratory Procedures:

i. The laboratory utilized for blood and urine testing shall be designated by the County.

ii. Strict chain of custody procedures must be followed for all samples as set by NIDA. A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. All samples must be stored in a scientifically acceptable preservation manner as established by NIDA.

iii. All positive confirmed samples and related paperwork must be retained by the laboratory for at least one year or for the duration of any grievance, disciplinary action or legal proceedings regarding the sample, whichever is longer. At the conclusion of said period, the sample is to be destroyed along with laboratory-maintained paperwork.

iv. The laboratory is authorized to test only for the following drugs or classes of drugs: marijuana metabolites, cocaine metabolites, opiate metabolites, Phencyclidine and amphetamines. The laboratory shall test only for these substances within the limits of initial and confirmation tests as currently defined by DHHS/SAMHSA. Initial testing will consist of a preliminary immunoassay (EMIT Screen). If initial testing results are negative, testing shall be discontinued.

v. Under this Agreement, the following cutoff levels shall be used in determining test results as positive or negative:

Drug Class.	Prelim. Cutoff	Confirm. Cutoff
Marijuana metabolites	100 ng/ml	15 ng/ml
Cocaine metabolites	300 ng/ml	150 ng/ml
Opiate metabolites	2,000 ng/ml	2,000 ng/ml
Phencyclidine	25 ng/ml	25 ng/ml
Amphetamines	1,000 ng/ml	500 /ml

vi. All initial and confirmatory testing shall be performed at a certified laboratory and not at any individual collection site.

vii. The laboratory will report to the MRO. Upon receipt of an initial positive test, the MRO shall investigate whether there are other alternative medical explanations. The MRO shall contact the Employee to request a valid prescription or other lawful authorization to use such substance, or to determine whether some other reasonable alternative medical explanation exists. Employees shall have 10 business days to submit such information to the MRO after being contacted. The MRO shall only report a positive result to the County in the case where both the preliminary and confirmatory test results are positive as to the same sample and the MRO's independent investigation provides no reasonable alternative medical explanation.

viii. In the event that tests are altered, invalid, diluted positive or positive test results, upon request to the MRO, each covered Employee will be provided with a report of the confirmed positive results of each test that includes the types of tests conducted, the results of each test, the detection level used by the laboratory and any other information provided to the County by the laboratory.

e. Change in Testing Procedures:

i. The parties recognize that during the life of this agreement, there may be improvements in the technology of testing procedures providing for more accurate testing. In that event, no change will be implemented during the term of this Agreement unless mutually agreed to by the parties.

ii. If the MRO has reported that the results of an Employee's random test are positive, the Employee may be subject to disciplinary action, up to and including removal. This section does not apply to those Employees who have independently sought treatment through any Employer's Employee Assistance Plan or private treatment/medical practitioner prior to notification of the random test. In those cases only, discipline is deferred and the Employee will be subject to proof of fitness for duty and proof of completion of affiliated treatment plans. Employees who are not fit for duty will be reviewed for separation from service, Employees who do not provide proof of completion of affiliated treatment plans may be subject to disciplinary action, up to and including removal.

iii. Any second failed random test will result in disciplinary action, up to and including removal.

SECTION 3. Employees are encouraged to maximize physical and mental health through appropriate lifestyle routines. Physical or mental disabilities, which, in the Employer's opinion, may threaten the safety and security of the workplace, 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 4. The Employer may require that an Employee submit to medical or psychological examinations for purposes of determining the Employee's fitness for duty in accordance with the procedures outlined in the Policies and Procedures Manual (currently Section 8.04). If a supervisor, in consultation with Human Resources, determines that an Employee's behavior and/or condition affects that person's ability to perform the essential functions of the Employee's position, a fitness-for-duty examination request form shall be completed by the supervisor and submitted to Human Resources and an examination scheduled with the appropriate qualified medical professional. The Employee shall be placed on paid administrative leave pending receipt of the medical professional's findings. If that medical professional determines that the Employee is fit for duty, the Employee shall return to work on the day immediately following the date of notification of the physician's findings or as soon as practicable. Failure to return to work will subject the Employee to discipline.

SECTION 5. An Employee found by a qualified medical professional to have a medical or psychological disorder, condition, syndrome, or is otherwise unable to perform his/her duties shall be relieved of duty. Such time off duty may be charged to any applicable sick, vacation or compensatory time at the Employee's request. An Employee relieved of duty under this Section must be given medical clearance by a qualified physician acceptable to the Employer before being allowed to return to work.

SECTION 6. An Employee shall be entitled to the presence of a Union representative before testing is administered, provided one is immediately available. The Employer shall notify the Union at a pre-designated telephone number when an incident occurs. The

Employer shall set the time limit for the Union representative to arrive at the scene of the incident or the testing site.

SECTION 7. The results of any drug and alcohol screening test will be kept strictly confidential. An Employee who tests positive for drugs and/or alcohol will have the opportunity to review the test results and, if desired, a reasonable opportunity to rebut the results. The Employer will use the DOT standards for determining a positive drug or alcohol test. Copies of any such evaluation shall be provided to the Employer and to the individual tested. Where urine or blood samples have been taken, the samples will be preserved for a reasonable period of time and such Employee will have the opportunity to have these samples retested at a reputable laboratory of his or her choosing.

SECTION 8. Employees who may be drug or alcohol dependent are encouraged to voluntarily seek professional assistance through a reputable treatment program. The Employer's Employee Assistance Program can provide counseling and referral. All records of an Employee seeking medical rehabilitation for drug or alcohol dependency, either through E.A.P. or otherwise, will be kept strictly confidential. Voluntary assistance should be sought before dependency affects job performance so as to endanger fellow Employees, the public or otherwise adversely impact the Employee's ability to perform his or her job duties.

SECTION 9. The E.A.P. program does not supplant or alter the normal discipline and grievance procedure. An Employee subject to disciplinary charges which include substance abuse on the job will be given access to the drug and alcohol screening results and the ability to have the blood or urine sample privately tested at an independent laboratory, and the opportunity to rebut the allegation of substance abuse. Any disciplinary order issued to an Employee which includes allegations of substance abuse on the job shall list the basis upon which it was determined the Employee was using drugs or was under the influence of drugs or alcohol at work.

SECTION 10. An Employee found to have positive screens for drugs and/or alcohol will be subject to disciplinary action.

Article 33. FACIAL HAIR

Restrictions and exemptions relative to facial hair shall be governed by the provisions in Article 19.18 of the Rules and Regulations Manual for Protective Services in effect on February 7, 2013.

Article 34. EMPLOYEE RIGHTS AND DISCIPLINE

SECTION 1. The Employer shall not consider any previous non-attendance related disciplinary action rendered against the Employee which was imposed more than twenty-four (24) months preceding the current charge(s) unless: (1) the pending disciplinary action is for the same or similar conduct for which the Employee was previously disciplined within the preceding five (5) years; and/or (2) there has been discipline imposed during the preceding twenty-four (24) months. For verbal warnings and written reprimands, the twenty-four (24) month period shall begin on the date that the Employee receives the action. For suspensions, the twenty-four (24) month period shall

begin on the date of the letter from the Employer imposing the suspension. Except in emergency situations, the Employer shall issue discipline within thirty (30) working days of the date of the pre-disciplinary conference.

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

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

SECTION 4. Discipline must be applied in an objective, equitable, and reasonable manner and shall be progressive, corrective, and never punitive. However, depending on the severity of the situation, the Employer may skip one or more of the steps in the disciplinary process. No Employee shall be disciplined except for just cause. A member is entitled to representation at all levels of the discipline process, if requested by the Employee.

SECTION 5. No Employee shall be suspended or terminated without first being given the opportunity to participate in a Pre-Disciplinary Conference (PDC). The Employee and the Union business representative/attorney shall receive notification in writing at least three (3) days prior to the conference. Such notification shall include the date of the conference, the time of the conference, the location of the conference, the nature of the offense and the rights of Union representation. Any and all information pertinent to the charges shall be provided to the Union at least twenty-four (24) hours prior to the hearing upon request.

SECTION 6. All discipline shall be subject to the grievance procedure, except verbal warnings and written reprimands, which shall not be grieved.

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

SECTION 8. Questioning or interviewing of an Employee in the course of an internal investigation will be conducted at hours reasonably related to the Employee's shift, unless operational standards require otherwise. Investigation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities. No session may be taped unless both parties are informed of such an audio recording. If the Employer requires that the investigation session be recorded, the Employee being investigated may simultaneously record his/her own version of the session.

SECTION 9. An Employee who is the subject of an investigation has the right to the presence and advice of an FOP/OLC Representative and one (1) Director at all

disciplinary investigations or hearings. If an Employee is a witness and not under investigation, the Employee shall be advised of this fact.

SECTION 10. An Employee may review his/her personnel file, and add a memoranda to the file clarifying any documents contained in the file relative to official Employer proceedings (i.e. employee evaluations, disciplinary proceedings, etc.) for which the Employee has not had a prior opportunity to respond. A request of one (1) copy of the items included in the personnel file shall be honored at no cost. Additional copies shall be provided at the same cost as the public pays for such copies of public records.

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

SECTION 12. Pre-disciplinary conferences shall be conducted by a neutral management representative. The Employer shall select the neutral management representative. At the pre-disciplinary conference, the Employee shall have the right to be represented by the Union. The Employee shall be afforded the opportunity to offer an explanation of any alleged misconduct, to call witnesses and to offer documentary evidence relevant to the charge. At the conference, the Employee is entitled to a copy of any evidence relevant to the discipline. An Employee may elect in writing to waive the Employee's opportunity to have a pre-disciplinary conference.

SECTION 13. All investigations and adjudication of discipline shall be performed by individuals of greater rank. Notwithstanding, nothing in this Article prohibits individuals performing investigations from seeking and obtaining the assistance of the County's Department of Human Resources and/or Deputy Sheriff's investigators.

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

Article 35. GRIEVANCE PROCEDURE

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

SECTION 2. A grievance may be brought by the Union or an Employee covered by this Agreement. A grievance which affects a group of Employees arising from the same event and/or set of facts shall be known as a "Group Grievance". A group grievance may be filed at Step 2 of the Grievance Procedure by any member, Associate or Staff Representative. A grievance under this procedure may be brought by any Employee who is a member of the bargaining unit.

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

1. Aggrieved Employee's name and signature
2. Aggrieved Employee's classification and department
3. Date of the event leading to the grievance
4. A description of the incident giving rise to the grievance
5. Date the grievance was filed in writing in each step

6. Specific Articles of the contract violated
7. Desired remedy to resolve the grievance
8. Signature of the grievant or Staff Representative or Associate filing the grievance.

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

SECTION 5. The time limits set forth in the Grievance Procedure may be extended by mutual written Agreement of the Employer and the Union. Working days as used herein shall not include Saturdays, Sundays, or Holidays.

SECTION 6. Grievances involving issues of Employee termination, suspension, or demotion may be filed at Step 3 of the grievance procedure and thereafter processed in accordance with the grievance mechanism as provided for in this Article.

SECTION 7. Probationary Employees may not file grievances or participate in any manner until the completion of their probationary period.

SECTION 8. A grievance as defined by this contract shall be processed in the following manner:

Step 1. Protective Services Lieutenant or Designee

The aggrieved Employee shall present a written grievance to a Protective Services Lieutenant or designee within seven (7) work days of the occurrence that gave rise to the grievance. The Lieutenant or his designee shall respond in writing to the grievance within (5) working days following the date the grievance was presented.

Step 2. Deputy Sheriff's Captain

If the grievance is not resolved in Step 1, the Employee(s) shall refer the grievance in writing to the Deputy Sheriff's Captain within ten (10) workdays after receiving the Step 1 reply. The Deputy Sheriff's Captain or his designee shall have ten (10) workdays in which to schedule a meeting with the aggrieved Employee(s) and their Union Representative. The Deputy Sheriff's Captain or his designee shall investigate and respond in writing to the grievant and their Union representative within ten (10) workdays following the meeting.

Step 3. Department of Human Resources

If the grievance is not thereby resolved, a written copy shall be submitted to the designee of the Department of Human Resources within ten (10) work days after the Union received the Step 2 reply. A meeting shall be held between the Associate, the Union Representative, and the grievant within ten (10) workdays. Within ten (10) workdays from the date of the meeting, a written response to the grievance shall be sent to the Union.

Step 4. Arbitration

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

The questions of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is heard on its merits before the same arbitrator.

Within thirty (30) days following the Union's service of a notice to Arbitrate, the Union and the Law Director or designee shall attempt to select an arbitrator by mutual agreement. If the parties are unable to agree upon an arbitrator within this thirty (30) day period, then a list of seven (7) arbitrators from the Federal Mediation & Conciliation Service (FMCS) shall be requested by the Union. This panel of seven (7) shall be limited to the FMCS sub region of northern Ohio and those who are members of the National Academy of Arbitrators. The Union shall bear the cost of the first panel request from FMCS. If an Arbitrator's panel is not requested by the union within thirty (30) days of the Union's service of a written Notice of Appeal to Arbitration on the County Law Director or his designee, the arbitration request will be deemed dropped and the Step 3 answer will be considered final. Prior to striking, either party shall have the right to reject the entire panel from FMCS one time each, for each grievance to this step. The Party striking the entire panel shall be responsible for the full cost of a new panel which must be requested immediately following the rejection. Failing to mutually agree upon an arbitrator from the panel, the parties shall strike names alternately with the Union's right to strike the first name. Arbitrators shall limit their decisions strictly to interpretation, application, or enforcement of the specific Articles and sections of this contract, and shall be without power or authority to make any decision:

1. Contrary to or inconsistent with or modifying or varying in any manner the terms of this contract or applicable laws.
2. Add to, detract from, or alter in any way the provisions of this contract.

The written decision of the Arbitrator resulting from any arbitration of grievances hereunder shall be final and binding upon the parties and implemented within six weeks from the date of issue or from the date that the moving party provides the necessary information to implement the decision.

The fees and expenses of the arbitrator shall be borne equally between the parties. Furthermore, the aggrieved Employee, the Associate, and any necessary witness shall not lose any regular straight time pay for the time off the job while attending any arbitration proceedings.

SECTION 9. Upon mutual agreement, the parties may employ an expedited arbitration format. In order for the parties to partake in an expedited arbitration, both the Union and the Employer must agree to the procedures that are to be utilized during the expedited arbitration.

Article 36. 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 promotional examinations may include, but are not limited to, written exams, physical agility tests, or interviews. The Employer will maintain from such entity a current eligibility list for a period of two (2) years. No Employee with less than three (3) years of continuous, uninterrupted service 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. The Employer shall provide a list of applicable references and make available study material used in connection with the examination, where applicable or as determined by the testing entity. 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.

Article 37. NON-USE OF EMPLOYEE VEHICLE

SECTION 1. Employees shall be required to have reliable transportation and possess a valid Ohio Driver's License.

SECTION 2. Employees who are required to relocate after an initial duty assignment shall be compensated for use of their personal vehicle, at a rate to be determined by the Employer. Mileage reimbursement shall be at the same rate as non-bargaining employees. Such Employees shall maintain and submit proof of insurance in accordance with the procedures established by the County. Such compensation shall include parking reimbursement if the Employee has already paid for the initial parking. The provisions of this section are subject to reasonable proof and documentation.

SECTION 3. Parking for all Employees who work second and third shift shall be free at all Employer lots and garages. First shift Employees shall pay the cost at designated lots consistent with past practice. In the event the County implements a County-wide parking policy during this Agreement, the parties may file to reopen this article.

Article 38. MILEAGE

Pursuant to past practice, bargaining unit Employees shall be eligible for mileage reimbursement at the same rate as non-bargaining Employees.

Article 39. TEMPORARY POST CLOSINGS

If a post to which an Employee is assigned closes for the day, the Employer may reassign the Employee to another post or allow the Employee, at his discretion, to use accumulated vacation or compensatory time for the balance of the day's time. The Employer guarantees the Employee a forty (40) hour workweek regardless of closings at any particular post, unless mutually agreed to by the Union and the Employer.

Article 40. OUTSIDE EMPLOYMENT

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

1. The outside employment may not be such as would in any manner adversely affect or interfere with the Employee's performance of duties for the Sheriff's Department.
2. 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.
3. The outside employment may not be such as would create an appearance of impropriety.
4. 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. No Employee will be disciplined for working at any such business, provided the employment is terminated upon receipt of notification from the Employer that permission is either revoked or denied.
5. The outside employment may not involve more than thirty (30) hours of work per week.
6. Employees seeking outside employment shall provide the Employer with evidence that liability insurance satisfactory to the Employer or a hold harmless agreement satisfactory to the Employer has been secured which shall hold the Employer, Cuyahoga County and their representatives, harmless from any actions or inactions arising out of the Employee's outside employment.

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

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

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

Article 41. 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 thirty (30) days in advance of the effective date of such layoff. If the Union requests, the parties shall meet to discuss the Employer's action.

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

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

In the event that more than one Employee has the same date of hire, seniority will be determined by alphabetical listing of their last name with "A" being the highest and "Z" being the lowest in seniority on the initial date of hire. Employees' placement on the seniority list by last name shall be determined as of the date of transfer of Protective Services to the Sheriff's Department or their date of hire, whichever occurs later, and shall remain unchanged throughout the duration of employment.

SECTION 3. Full-time Employees who have completed their probationary periods shall be given the option of being demoted to the position of security officer prior to being laid off. Once demoted, the Employee's seniority shall be based on the collective bargaining agreement between the Employer and the Protective Services Officers' bargaining unit.

SECTION 4. Employees who are laid off or demoted pursuant to this Article shall be placed on a recall list for a period of eighteen (18) months. If there is a recall, Employees who are still on the recall list shall be recalled in the inverse order of their layoff. Seniority will terminate after eighteen (18) continuous months of layoff. Seniority will accrue during those eighteen (18) months, however.

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

SECTION 6. The recall Employee shall have fourteen (14) calendar days following the date of the receipt of the recall notice as received by the Union or Employee to notify the Employer of their intention to return to work. The Employee shall have three (3) additional days to report for duty unless a later date for returning to work is otherwise specified in the notice.

SECTION V. LEAVES

Article 42. SICK LEAVE

SECTION 1. Each member of the bargaining unit shall earn sick leave credit at the rate of four and sixth tenths (4.6) hours for each eighty (80) hours of completed service. Sick leave credit shall be prorated to the hours of completed service in each pay period. Unused sick leave may be carried forward from one calendar year to the next without a maximum.

SECTION 2. An Employee who is unable to report for work and who is not on a previously approved day of vacation, sick leave, or leave of absence shall be responsible for notifying the Employer at least two (2) hours prior to the Employee's scheduled work assignment, unless emergency conditions prevent such notification. The Employee shall submit to the Employer a signed written statement for the request and justification of sick leave through the County's web based timekeeping system (currently MyHR) within eight (8) hours following the return to work. All required medical documentation must be submitted within three (3) calendar days. If such request is disapproved, the Employee may be subject to disciplinary action, including dismissal.

In the case of a condition exceeding three (3) consecutive work days, a physician's statement, subject to review by the Employer, specifying the Employee's inability to report for work and the probable date of return 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 period of such convalescence.

Upon return to work, the Employee shall furnish to the Employer a certificate from a physician, dentist, or other licensed practitioner stating that the Employee is able to return to work without restrictions. When an Employee requests the use of sick leave for a period of time for which a previous request for use of other accrued leave (e.g. vacation or compensatory time) has been denied, the Employee shall furnish a certificate from a physician, dentist, or other licensed practitioner immediately upon the Employee's return to work.

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

1. Illness, injury, pregnancy related condition of the Employee or member of the Employee's immediate family where the Employee's presence is reasonably necessary for the health and welfare of the Employee or affected family member.
2. Examination or treatment of the 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 purpose of this Section, definition of immediate family shall be Employee's parents; spouse, children; Employee's siblings; spouse's siblings; natural grandparents; and spouse's parents, and any child for which the Employee stands "in loco parentis".

SECTION 4. 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, up to and including dismissal. An Employee who engages in the patterned use of sick leave shall be warned by the Employer. A pattern use/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. If the Employee continues to engage in such conduct, the Employee may be required to submit medical documentation for the future use of sick leave.

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

Article 43. FAMILY & MEDICAL LEAVE ACT

SECTION 1. The Employer shall have the right to administer F.M.L.A. leave to the full extent permitted by federal law, including, but not limited to, its coordination with any other leaves and other benefits.

Article 44. VACATION LEAVE

SECTION 1. All regular full-time Employees shall be granted the following vacation leave with the full pay based upon their length of service as follows:

After 1 through 5 Years	3.1 Hours Bi-Weekly	80 Hours Annual
After 5 through 15 Years	4.6 Hours Bi-Weekly	120 Hours Annual
After 15 through 25 Years.	6.2 Hours Bi-Weekly	160 Hours Annual
After 25 or more years	7.7 Hours Bi-Weekly	200 Hours Annual

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

SECTION 3. After one year's service, vacation leave shall accrue on a bi-weekly basis (i.e. only earned vacation may be taken). An Employee may accumulate and carry over his vacation leave to the following year, but no vacation leave may be carried over for more than three (3) years or it will be forfeited. Forty (40) hours of earned vacation leave will be added to the vacation accrual record of the Employee upon completion of five (5) fifteen (15), and twenty-five (25) full years of employment.

Article 45. INJURY/ILLNESS LEAVE/ WAGE CONTINUATION

SECTION 1. The Employer may grant up to one hundred twenty (120) calendar days per twelve (12) month period of injury/illness leave to an Employee who is unable to perform his/her job due to an injury or serious disabling illness that is the direct result of an "on-duty critical incident".

SECTION 2. "On-duty critical incident" is defined as injury to the Employee resulting from active duty as a Protective Services Sergeant including, apprehension or attempted apprehension of a suspect or active participation in the prevention of crime.

SECTION 3. A request for injury/illness leave must be made within forty-eight (48) hours after the Employee knew or reasonably should have known of the work-related injury/illness. If the forty-eight hours expires on a weekend or holiday, the Employee must request leave on the next business day after the weekend or holiday.

To be eligible for leave under this Article, the Employee must submit an Employee injury report and a written statement from the Employee's attending physician or medical provider which:

- a. Verifies the disabling injury and/or illness;
- b. Indicates the cause of injury;
- c. Indicates the Employee is unable to perform the Employee's assigned duties.

SECTION 4. Once approved, injury leave will begin on the eighth (8th) calendar day of absence, or the first (1st) day if the Employee is absent for fourteen (14) or more days. At the Employer's discretion, the Employee may be subject to examination by a physician of the Employer's choice in order to determine eligibility. The cost of the examination shall be borne by the Employer. In the event of a difference of opinion between the Employee's physician and the Employer's physician, the issue shall be submitted to a mutually selected and paid for "third physician" whose decision shall be final and binding on the parties.

SECTION 5. Pay made according to this Article shall not be charged to the Employees' accumulation of sick leave. If injury leave claim is approved and the Employee used sick or vacation time to cover the approved period, the time shall be restored to the Employee's leave balance.

SECTION 6. It is mutually agreed that an Employee is prohibited from engaging in or accepting secondary employment during the period of time in which the Employee is on injury leave. Violation of this provision will result in the imposition of disciplinary action.

SECTION 7. Any Employee who is on injury leave subject to this Article must apply for Workers' Compensation. If, after exhaustion of all appeals, an Employee is determined to be ineligible for Worker's Compensation, the Employee's sick, and then vacation balance shall be reduced to compensate for time off under this Article. If the Employee does not have sufficient sick and vacation balances to cover the time that the Employee was off and received injury leave that was disallowed by Workers' Compensation, the Employee shall be subject to a repayment plan.

SECTION 8. The parties mutually agree that Employer decisions regarding eligibility for injury leave/wage continuation shall not be subject to the grievance procedure.

SECTION 9. Intermittent and recurring absence from work of less than five (5) consecutive scheduled workdays as the result of an accident/illness at work are not covered under this Article. Recurring absence of more than five (5) consecutive scheduled workdays shall be covered if appropriate medical documentation is provided. However, in no case will more than one hundred twenty (120) calendar days of injury leave per year be approved.

SECTION 10. Injury leave shall be paid at the Employee's straight rate for up to forty (40) hours per week and eighty (80) hours per pay period.

SECTION 11. Employees on approved injury leave shall be required to accept alternative work assignments for which they are qualified and that they are able to perform within physician restrictions.

Article 46. BEREAVEMENT LEAVE

SECTION 1. Bereavement leave 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 defined as the Employee's parents (natural, step, or foster); spouse; children; Employee's siblings; spouse's siblings; natural

grandparents; and spouse's parents, or any individual for which the Employee stands "in loco parentis".

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

SECTION 4. Leave for deaths other than those specified above may be granted by the Employer and may either be deducted from accrued vacation time, accrued compensatory or exchange time, or without pay. Such leaves shall be for a period of not more than one (1) day to attend the funeral if within the State of Ohio or two (2) days when the funeral is outside the State of Ohio. Any additional time off requested by the Employee shall be submitted to the Employee's supervisor and is subject to the approval of the Employer.

Article 47. JURY DUTY/ COURT LEAVE

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

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

Article 48. PERSONAL COURT LEAVE

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

Article 49. LEAVE OF ABSENCE WITHOUT PAY

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

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

SECTION 3. An Employee who fails to return to duty upon completion or cancellation of a leave of absence without pay, without written explanation which has been approved by the Employer, may be subject to disciplinary action. An Employee who fails to return service from a leave of absence without pay, and is subsequently removed from service, is deemed to have a termination date corresponding to the starting date of the leave of absence. An Employee who desires to request an extension of prior approved leave of absence shall submit a written application for extension to the Employer's Human Resources Department. Such application shall be submitted no less than fourteen (14) calendar days prior to the expiration of the leave and is subject to review and approval by the Employer. Reasonable requests for extensions shall not be unreasonably denied.

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

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

SECTION VI. MISCELLANEOUS

Article 50. SEVERABILITY

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

Article 51. MODIFICATION

Amendments and modifications of this Agreement may be made by mutual written Agreement of the parties. No provision contained in this Agreement shall be modified or altered unless approved by the Employer and the Union.

Article 52. REPRODUCTION OF AGREEMENT

SECTION 1. The Employer shall post the collective bargaining agreement on-line and bargaining unit employees shall be given an opportunity to print a hard-copy.


Article 53. DURATION


The Agreement represents the complete understanding between the parties on all issues and shall become effective upon ratification and approval by the Cuyahoga County Council and shall remain in full force and effect until December 31, 2023, and thereafter, from year to year, unless at least one hundred and twenty (120) calendar days prior to said expiration, or anniversary thereof, either party gives timely notice to the other of an interest to terminate or a desire to modify or change the Agreement. Within ten (10) days after receipt of said notice, a conference will be arranged to negotiate any proposals.

FOR THE UNION:

FOR CUYAHOGA COUNTY:


Lucy DiNardo Date 5-9-2023


Chris Ronayne Date 5/4/23
County Executive
per EO 2023-001


Andrew Madej Date 5-4-2023


Scott O'Neill Date 05.04.23


Christopher White Date 5-3-23

Approved as to legal form:



Wesley Kretsch
Assistant Law Director
Cuyahoga County
Department of Law