AGREEMENT

BETWEEN

THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

AND

CUYAHOGA COUNTY

CECOMS – CELLULAR 911 BARGAINING UNIT

APRIL 1, 2022 THROUGH MARCH 31, 2025

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PREAMBLE

This Agreement is made and entered by and between Cuyahoga County (hereinafter referred to as the "County", CECOMS, Management or "Employer") and the Ohio Patrolmen's Benevolent Association (hereinafter referred to as the "Union"), representing the Employees of the CECOMS Bargaining Unit that are specifically listed in Article 1 below (hereinafter referred to as "Employees") in order:

Section 1: To maintain harmonious relations between the Employer and its Employees represented by the Union. It is the intention of this Agreement that all dealings between the parties shall be conducted in a legal manner and be consistent with efficient and progressive service towards the Employer, the Employees and the public interest.

Section 2: To achieve and maintain a satisfactory and stabilized Employer/Employee relationship and improved work performance.

Section 3: To provide for the peaceful and equitable adjustment of differences which may arise between the parties and to maintain the efficiency of the CECOMS Division.

Section 4: To provide for orderly, harmonious and cooperative Employee relations and to achieve and maintain the most efficient public service in the interest of not only the Parties, but also the citizens of Cuyahoga County.

ARTICLE I: RECOGNITION

Section 1: The Employer recognizes the Ohio Patrolmen's Benevolent Association as the sole and exclusive bargaining representative with respect to wages, hours of work, and terms and conditions of employment for all full and part-time CECOMS Calltakers and Dispatchers, but excluding all supervisory and management level personnel and all other Employees in the division.

Section 2: Part-time is defined as an Employee hired to work a regular part-time schedule consisting of at least 32 hours per month.

Section 3: Notwithstanding the provisions of this Article, temporary, intermittent, confidential, fiduciary, casual, and seasonal Employees shall be excluded from the bargaining unit.

ARTICLE 2: NON-DISCRIMINATION

Section 1: The provisions of this Agreement shall be applied equally to all Employees in the bargaining unit without discrimination on the basis of race, color, religion, sex, national origin, sexual orientation, disability, age, ancestry, marital status, union, or political affiliation or non-affiliation, veteran or disabled veteran status. The Union shall share equally with the County the responsibility for applying this provision of the Agreement.

Section 2: The Employer and the Union agree that there will be no discrimination by the Employer or the Union against any Employee because of any Employee's lawful activities and/or support of the Union.

Section 3: The use herein of the male or female gender of nouns or pronouns is not intended to describe any specific Employee or group of Employees but is intended to refer to all Employees in job classifications, regardless of sex.

ARTICLE 3: RESPONSIBLE UNION-COUNTY RELATIONSHIP

The County and the Union recognize that it is in the best interests of the Parties, the Employees and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, the County and the Union and their respective representatives at all levels will apply the terms of the Agreement fairly in accord with its intent and meaning and consistent with the union's status as exclusive bargaining representative of all Employees in the unit. Each party shall bring to the attention of all Employees in the unit, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect, and of the measures they have agreed upon to ensure adherence to this purpose.

ARTICLE 4: CUSTOMER SERVICE – QUALITY TREATMENT

All bargaining unit Employees shall treat all callers, co-workers and other personnel with whom CECOMS has dealings with dignity and respect at all times. The public and personnel from all public agencies shall receive prompt, courteous service at all times. Any Employee who violates this Article shall be subject to disciplinary action in accordance with the terms of this Agreement.

ARTICLE 5: NO STRIKE/NO LOCKOUT

Section 1: During the life of this Agreement and its renewal, neither the Union nor any of the persons covered by this Agreement will encourage, sanction, authorize, participate in or condone any strike, slowdown, work stoppage, picketing or other concerted activities that would interrupt Employer operations.

Section 2: Any strike in violation of this Agreement or in violation of O.R.C. Chapter 4117 will be just cause for the Employer's imposition of the penalties for such actions as provided in O.R.C. Section 4117.23, up to and including removal from the Employer's employment.

Section 3: Should a strike take place as described in this Article above, the Union, its officers, agents and representatives will immediately upon notice from the Employer, notify the persons covered by this Agreement in writing, with a copy to the Employer, that such action is unauthorized and actively instruct the Employees to cease the violation and resume work.

Section 4: The Employer agrees that neither it nor its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of the bargaining unit Employees during the term of this Agreement.

ARTICLE 6: MANAGEMENT RIGHTS

Except as specifically limited by explicit written provision of this Agreement, the Employer retains all of its rights to manage and direct the CECOMS operation including, but not limited to, the rights set forth in O.R.C. Sections 4117.08(A), (B) and (C).

The exclusive rights of management include, but are not limited to, the following:

- to determine matters of inherent managerial policy such as the functions and programs of the Employer,
- standards of services,
- its overall budget, utilization of technology, and organizational structure;
- to direct, supervise, evaluate, or hire Employees;
- to maintain and improve the efficiency and effectiveness of governmental operations;
- to determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- to suspend, discipline, demote, or discharge for just cause;
- to lay off, transfer, assign, schedule, or promote Employees;
- to determine the adequacy of the work force;
- to determine the overall mission of the Employer as a unit of government; effectively manage the workforce;

- to take actions to carry out the mission of the Employer as a governmental unit;
- to determine job duties; to introduce new or changed work methods, equipment or facilities;
- to determine the work to be performed and by whom;
- to determine what services, if any, are to be performed by bargaining unit Employees and Employees outside of the bargaining unit;
- to discontinue or reduce the CECOMS operation;
- to set standards for quality;
- to establish security and safety measures; and
- to establish and maintain rules, regulations, codes of conduct and orders for the operation, supervision and discipline of the Employees of the bargaining unit.

ARTICLE 7: UNION RIGHTS

Section 1: The Employer shall provide Employees with electronic access to the Cuyahoga County Department of Human Resources Employee Handbook and any other policies manual or handbook that is published and that the Employees are required to observe. The Employer is expressly authorized to make changes or amendments to the policies and procedures contained in the handbook or manual(s). If such changes or amendments are made, the Employer will provide the Union, through its Business Agent, with electronic access to the changed or amended document within a reasonable time period following the effective date of the change. Employees may print out one copy of the referenced documents while at work.

Section 2: A member of the bargaining unit designated by the Union shall be permitted the opportunity to speak on union business to all newly hired Employees of the bargaining unit, provided that there is no interference with regular business activity.

Section 3: The Union agrees to furnish the Employer with an electronic file of the Union constitution and by-laws within sixty days after signing this Agreement.

ARTICLE 8: UNION SECURITY/DUES CHECK-OFF

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 Employees may resign from the Union in accordance with state and federal law. Notice of resignation must be in writing and presented to the Union representatives or to the Employer during this period. The payment of an initiation fee and 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 for more than sixty (60) days who have not claimed a religious exemption from the requirement to contribute to a labor organization.

Section 2: The Employer will deduct initiation fees and monthly dues from the pay of Employees covered by this Agreement upon receipt from the Union of individual written authorization cards voluntarily executed by an Employee for that purpose and bearing his/her 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 pay in a month is insufficient for such purpose, the Employer shall make appropriate deductions after consultation with the Union and the Employee and shall be authorized to make such deductions that are agreed upon by the Union and the Employer's Human Resources Department.

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 deductions were made and, upon receipt, the Union shall assume full responsibility for all funds deducted.

Section 4: The Employer's obligations to make deductions shall terminate automatically upon timely receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

Section 5: The Union will indemnify and save the Employer harmless from any action growing out of deductions made by the Employer hereunder and commenced by an Employee against the Employer (or the Employer and the Union jointly).

Section 6: If during the term of this Agreement *Janus v. AFSCME, Council 31, et al.*, 585 U.S. --, 138 S. Ct. 2448 (2018) is overturned, the parties agree to meet and discuss fair share fee.

ARTICLE 9: UNION REPRESENTATION

Section 1: For the purpose of processing grievances and collective bargaining, the Union shall be represented by not more than three (3) members (herein "Directors") who shall be elected by the members of the bargaining unit. No member shall be permitted to serve as a Director who has less than one (1) year of employment. The Union may appoint a Director who may act in the absence of a Director who is unavailable for an extended period.

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

Section 3: The Business Agent of the Union shall be permitted to visit on the premises of the Employer to meet with the bargaining unit members with forty-eight (48) hours

prior notification to the Employer.

Section 4: A Director shall be permitted to investigate and process a grievance within his/her regular working hours and to attend meetings as provided in the grievance procedure during regular working hours without loss of wages, provided that such activity shall take into consideration the operational needs and work requirements of the Employer. All Directors investigating or processing a grievance shall first notify and request approval from their immediate supervisor prior to the beginning of any such activity. Approval shall not be unreasonably withheld.

ARTICLE 10: SENIORITY

Section 1: Seniority shall be defined as a bargaining unit Employee's uninterrupted length of continuous service in the bargaining unit and shall be calculated from the Employee's initial date of hire into the bargaining unit. In the event that two Employees have the same date of hire, seniority will be determined by alphabetical listing of their last names with "A" being the highest and "Z" the lowest.

Section 2: Loss of Seniority. The seniority of an Employee shall terminate and the Employee shall automatically lose status as an Employee of the Employer if the Employee:

(a) Submits a written or oral resignation that is accepted by Employer;

(b) Retires;

(c) Is discharged for cause;

(d) Fails to report to work for three (3) or more days without notifying the Employer not later than the second day of absence and providing a justifiable reason for such absence;

(e) Fails to report to work within fourteen (14) calendar days after notice of recall after layoff has been mailed, by registered or certified mail, return receipt requested, to his last address shown on the records of the Employer unless satisfactory excuse is shown. Failure to report as stated above shall be considered a voluntary resignation.

(f) Has been laid off and remains on layoff for a period of more than twelve (12) months.

(g) Fails to apply for reinstatement within 30 calendar days of discontinuation of PERS disability retirement benefits.

Section 3: An approved leave of absence does not constitute a break in seniority provided the Employee follows the procedure for such leave and returns to active service immediately following the expiration of the approved leave.

Section 4: Employees shall continue to accrue seniority while on military leave of absence and for other reasons that are specifically stated in this agreement.

ARTICLE 11: PROBATIONARY PERIOD

Section 1: New Employees shall be considered to be on probation for a period of one hundred eighty (180) calendar days. The Employer shall have sole discretion to discipline or discharge such probationary Employees, and such actions during the period cannot be reviewed through the Grievance Procedure or otherwise affected by this agreement.

Section 2: By mutual written agreement of the Department of Human Resources and the Union, an Employee's probationary period may be extended to allow additional time to review the Employee's performance.

ARTICLE 12: EMPLOYEE RIGHTS AND DISCIPLINE

Section 1: The Employer reserves the right to discipline any Employee for just cause. When appropriate, discipline shall be imposed in a progressive, equitable, and corrective manner. Depending on the situation, the Employer reserves the right to skip one or more levels of discipline when determining the severity of the penalty.

Section 2: An Employee shall be given a copy of verbal or written reprimand or other written disciplinary action that is entered into the Employee's personnel file along with the reasons for the discipline within five (5) business days of the action taken. Discipline that results in a suspension with or without pay or removal may be reviewed through the grievance procedure beginning at step 3.

Section 3: No Employee shall be suspended or terminated without first being provided the opportunity to participate in a pre-disciplinary conference (PDC). The Employer shall provide the Employee and the union business agent/attorney notification in writing at least three (3) business days prior to the PDC. Such notification shall include the date, time and location of the PDC, the nature of the offense, and the Employee's right to union representation.

Section 4: No verbal reprimand, written reprimand or suspension in an Employee's

personnel file will be considered, for purposes of subsequent disciplinary action, twenty-four (24) months after the date of discipline as long as the Employee does not receive any other disciplinary action for a like or related offense during the twenty-four (24) month period. If a like or related disciplinary action is administered, the new twenty four (24) month period will commence on the date the subsequent disciplinary action is administered.

Section 5: Any suspension without pay shall be for a specific number of consecutive days on which the Employee shall be regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as workdays for the purpose of the suspension. The Employer reserves the right to initiate suspensions with pay or fines pursuant to section 124.34 of the ORC.

Section 6: All newly imposed discipline may be subject to the grievance procedure except verbal reprimands.

Section 7: An Employee charged with a felony may be placed on administrative leave without pay until the disposition of the felony case. Prior to being placed on unpaid administrative leave, the Employee shall be provided with notice and an opportunity to respond to the issue of whether the Employee has been charged with a felony. If the Employee is not convicted of a felony and is not terminated or suspended, the Employee shall be paid regular work hours for time off at his regular straight time rate. The Employee may elect to use accrued vacation and/or compensatory time off in lieu of unpaid leave. Vacation or compensatory hours used shall be reinstated to the Employee's leave balance if he is not convicted of a felony.

ARTICLE 13: 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. A grievance that affects a group of Employees arising from the same event and/or set of facts shall be known as a "Policy Grievance". Any steward or the Union business agent/attorney may file a policy grievance at Step 2 of the grievance procedure. A grievance concerning, a suspension or termination of an Employee shall be filed at Step 3 of the grievance procedure.

Section 2: An Employee wishing to file a formal grievance shall reduce the grievance to writing. All grievances shall contain the following information:

a. The aggrieved Employee's name.
b. The aggrieved Employee's classification and division.
c. Date of the event leading to the grievance.
d. A brief description of the incident or action giving rise to the grievance.
e. Date the grievance was filed at each step.

f. Articles of the Agreement alleged to be violated.
g. Desired remedy to resolve the grievance.
h. Signature of the Employee or Union representative.

Section 3: Any grievance not answered by the Employer within the time stipulated shall be considered to have been answered in the negative and automatically advances to the next step of the grievance procedure. Time limits set forth in the grievance procedure may be extended by mutual agreement of the Employer and the Union. Working days as used herein shall not include Saturdays, Sundays, or Holidays.

Section 4: An Employee may withdraw a grievance, with the approval of the Union, at any point, by submitting a notice of withdrawal in writing.

Section 5: If a grievance is appealed to Step 4 of the Grievance Procedure and the Employee has filed a complaint with the Ohio Civil Rights Commission (OCRC) and/or the Equal Employment Opportunity Commission (EEOC) and said complaint includes the issue being appealed to arbitration, it is agreed that the Arbitrator shall not have jurisdiction over the grievance. In the event there is a dispute as to whether the issue appealed to arbitration is also an issue to the Employee's complaint to the OCRC and/or EEOC, the Union and the Cuyahoga County Human Resources Department shall meet in an attempt to resolve the dispute. If the parties are unable to resolve the dispute, it is agreed that the Arbitrator shall have the jurisdiction to determine whether the issue appealed to arbitration is also the issue in the Employee's complaint to the OCRC or EEOC.

Section 6: Probationary Employees may not file grievances or participate in any manner until completion of their probationary period. The Union may file a policy grievance concerning a probationary Employee if the grievance affects a term or condition covered by this Agreement.

Section 7: A grievance must be initiated within seven (7) working days after it occurred or after the aggrieved party should have been aware of the grievance. Grievances not timely advanced to the next step of the grievance procedure will be considered settled satisfactorily on the basis of the Employer's last grievance answer. At each of the following steps, the Employee has the right to have a Union representative present if the Employee so desires. A grievance shall be processed in the following manner:

STEP ONE: Immediate Supervisor - Any Employee having a grievance, or the Union steward, shall orally present the grievance to the Employee's immediate supervisor or, if the grievance concerns the supervisor, the Senior Supervisor or his/her designee. The Employer representative shall answer the Employee in writing, not later than five (5) days following the date of the Step One meeting.

STEP TWO: CECOMS Manager and/or Designee - If the grievance is not satisfactorily adjusted in Step One, the Employee or the Union steward may advance the grievance in writing within ten (10) working days from the answer in Step One to the CECOMS Manager or his/her designee. The CECOMS Manager or his/her designee and the grievant and or the designated Union representative, if requested by the grievant, shall meet within ten (10) working days to discuss the grievance. The CECOMS Manager or his/her designee shall answer the grievance, in writing, not later than then (10) working days after the meeting with a copy to the Union business agent/attorney.

STEP THREE: Department of Human Resources - If the grievance is not resolved at Step 2, the Union shall submit a written copy of the grievance to the Department of Human Resources within ten (10) working days after the Union receives the Step 2 reply. A meeting shall be held between the Manager, the Union representative, the steward and the grievant. The step 3 meeting shall be scheduled within ten (10) workdays of the union submitting the grievance. The designee of the Department of Human Resources shall submit a written response to the grievance within ten (10) workdays of the Step 3 meeting, a copy of which shall be sent to the Union business agent/attorney.

STEP FOUR: Arbitration. If a grievance is not resolved in Step 3 of the Grievance Procedure, then the Union may, within thirty (30) days after the Union receives the Step 3 reply, refer the grievance to arbitration by sending a written demand to the Cuyahoga County Department of Law. Arbitration is the sole and exclusive appeal and remedy for the above described grievances.

(a) Upon mailing of a Notice to Arbitrate, the moving party shall request a Panel of Arbitrators from Federal Mediation and Conciliation Service (FMCS). The Arbitrator shall be selected from a panel of seven (7) names submitted by the FMCS, unless otherwise mutual agreed by the parties. The Employer and Union shall alternately strike a name from the panel until one (1) name remains. However, if within seven (7) working days, after receipt of the panel, either party objects to the entire panel, a new panel of seven (7) arbitrators may be requested. After the selection of the Arbitrator, the parties shall promptly contact the Arbitrator to select a hearing date. If the Union has not agreed to a hearing date within six (6) months from the date that the parties selected the Arbitrator, the grievance shall be deemed withdrawn.

(b) Questions of arbitrability of a grievance may be raised by either party before the arbitration hearing 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 to be heard on its merits. Either party may request that the issue of arbitrability and the merits of the case be bifurcated and submitted to another arbitrator.

(c) The authority of arbitrators shall be limited strictly to interpretation, application, or enforcement of the specific articles and sections of this agreement, and they shall be without power or authority to make any decision that is contrary to or inconsistent with or modifying or varying in any way the terms of this agreement; or adds to, detracts from, or alters any provision of this agreement.

(d) The decision of the Arbitrator shall be final and binding upon the parties and implemented within six (6) weeks from the date of issue or from the date that the moving party provides the necessary information to implement the decision.

(e) The Employer and Union shall share the fees and expenses of the Arbitrator equally.

ARTICLE 14: HOURS OF WORK

Section 1: The normal work period for regular full-time Employees shall be eighty (80) hours in a pay period.

Section 2: Part-time Employees are generally required to work a minimum of thirty-two (32) hours each month. The purpose for a minimum number of hours is to ensure an appropriate level of experience for overall quality performance. In addition a very important aspect of part-time employment is to be available to report to work in the event a shift needs to be filled. Part-time Employees, in available status, that frequently and/or consistently decline vacant shifts when the call-out procedure is implemented may be subject to disciplinary action.

Section 3: Employees shall be scheduled as needed to meet the operational needs of the Employer. The Employer reserves the right to change the hours of work, starting and or quitting time of any shift and/or schedules of hours based on operational needs. The Employer generally shall not alter an Employee's schedule once the monthly schedule has been posted unless otherwise agreed to by the Employee.

Section 4: At the discretion of the Employer, an Employee who reports to work late by one (1) hour or more without calling in may be sent home without pay if a replacement has been scheduled.

Section 5: If the minimum staffing level as determined by management for each respective shift is met, Employees may take up to one-half hour lunch. At its sole discretion, management shall determine the appropriate times that lunch may be taken. Employees shall be required to remain on CECOMS premises during all working hours, with the exception of the lunch period.

Section 6: The Employer may permit Employees the privilege to exchange shifts. The County may implement and update a shift exchange policy that places limitations on the practice or calls for elimination of shift exchange privileges if, in the opinion of the County, they are subject to abuse or, in the opinion of the County, interfere with efficient or effective operations. Changes to the policy will be implemented only after employees and the Union have been given 10 calendar days' notice, and an opportunity to discuss and offer suggestions. No overtime or compensatory time off shall be incurred as the result of a shift exchange.

Section 7: In the event that a vacancy due to retirement, resignation, removal, or promotion exists for an Emergency Call-taker or Emergency Dispatcher within any shift and the Employer has decided to fill that vacancy, the Employer shall offer all full-time, non-probationary employees within that classification an opportunity to bid for that vacancy by seniority, subject to operational needs (including but not limited to, maintaining efficient operations). In addition, each November, non-probationary employees shall be able to bid on their shift and schedule based upon their seniority. The County shall use best efforts to implement the bid selection process to be effective the first full pay period in January.

Section 8: The provisions in Section 7 shall not be construed to limit the Employer's management rights to change the schedule of hours of work. CECOMS must provide thirty (30) day notice to the union of the change to shift or schedule and then follow the procedures above.

ARTICLE 15: OVERTIME

Section 1: The Employer shall be the sole judge of the need for overtime. Employees shall receive time and one-half (1½) their regular rate of pay for all hours worked in excess of forty (40) hours in a week.

Section 2: For the purpose of computing overtime pay, holidays, paid vacation leave and any other time in active pay status, except sick leave, shall be counted as hours and days worked.

Section 3: The Employer may, at its sole discretion, provide compensatory time off in lieu of the payment of overtime at the rate of one and one-half (1½) hours for each hour over forty (40) in a week that the Employee was in active pay status, except sick leave. Compensatory time off shall be taken at times that are mutually agreeable to the parties and shall be based on operational needs. Compensatory time off must be taken within 365 calendar days. After 365 calendar days, all accrued compensatory time off shall be paid to the Employee.

Section 4: In the event that the Employer has determined the need for overtime and there are insufficient volunteers, the Employer shall have the right to mandate Employees to work overtime.

Section 5: The Employer shall have no responsibility for overtime offers that were missed by the employee, as notice of overtime is provided to all bargaining unit members.

Section 6: In the event that operational needs require that staffing levels be maintained, the Employer shall solicit volunteers from all bargaining unit members to obtain coverage. Part-time employees and employees who would not incur overtime will get preference for the volunteer coverage opportunity.

Section 7: If coverage cannot be obtained through volunteers, management will proceed to the on-call schedule. Management will use best effort to assign staff based upon the following:

(a) 1st on-call – assignment during the on-call period shall be limited to their regularly scheduled shift and one other shift
(b) 2nd on-call – assignment during the on-call period shall be limited to their regularly scheduled shift and one other shift

If any shifts have not been filled through on-call assignment, employees shall be mandated based upon inverse seniority and rotated each time. Those mandated shall have the option of offering a portion of their shift to the on-coming employees.

Section 8: Except in the case of a catastrophe, an employee will not be required to work in excess of sixteen (16) consecutive hours. An Employee who is required to work more than sixteen (16) consecutive hours shall be paid one and one-half (11/2) time the Employee's regular wage rate for all hours worked in excess of sixteen (16). Employees cannot volunteer to work more than sixteen (16) consecutive hours.

ARTICLE 16: CALL- IN PAY

An Employee who is called in to work with supervisory approval at a time when the Employee is not regularly scheduled to report shall receive a minimum of four (4) hours work or four (4) hours of pay at the applicable hourly rate. This section shall not apply if an Employee is requested to come in early or remain after a scheduled shift.

ARTICLE 17: ON-CALL PAY SUPPLEMENT

Section 1: Full-time Employees shall be required to participate in an "On-Call" rotation. Each week two (2) bargaining unit Employees shall be designated to be in "On-Call" status. Employees who are On-Call must be accessible and in a "work-ready" state in case they are called. Employees who are scheduled to be On-Call and are inaccessible and/or do not report to work when called may be subject to discipline. County will use best efforts so that on-call employees will only be called on during their assigned shift and one (1) other shift for the duration of that week. For example, if the employee's regularly assigned shift is the second shift, then the employee's on-call coverage shift will be either the first or third shift. If the employee's regularly assigned shift is the first shift, then the employee's on-call coverage shift will be either the second or third shift. Finally, if the employee's regularly assigned shift is the third shift, then the employee's on-call coverage shift will be either the first or second shift.

Section 2: Employees designated as On-Call will, to the extent practicable, be assigned to an open shift based on job classification.

Section 3. The Employee(s) will be notified through the system utilized for scheduling that they are required to fill an open shift. The Employee(s) must respond to the request within sixty (60) minutes of receipt of the notification. If the Shift Supervisor does not receive a response in the allotted time, the Supervisor will contact the Employee by telephone and document the failure to reply accordingly.

Section 4: When Employees in On-Call status are called in, the provisions of Article 16 "Call-In Pay" shall apply and in addition they shall be paid a premium of $5.00 per hour for all hours worked following a call-in. This premium pay shall not be included in the calculation of the overtime rate.

ARTICLE 18

Intentionally left blank.

ARTICLE 19: CONTACT INFORMATION

It is the obligation of all Employees to keep the Employer advised of the following contact information: (a) current home address and (b) preferred telephone number(s) (landline, wireless, etc.) and wireless phone carrier where the Employee can be reached. Employees shall report any change of their contact information by email to the Department of Human Resources representative and the CECOMS Manager. The Employer shall rely on the contact information supplied by the Employee.

ARTICLE 20: PERSONNEL RECORD

Section 1: Employees shall have the right to inspect their own personnel files provided ample notification is given to the Department of Human Resources and provided that they follow the instructions of the Department of Human Resources. Examination of personnel files shall be made by appointment with the Department of Human Resources and in the presence of a representative of the Department of Human Resources.

Section 2: If an Employee desires a copy of a document contained in the Employee's personnel file, a copy shall be provided at the standard cost that is charged to other County Employees for this purpose.

Section 3: Employees shall not be permitted to remove any documents or alter the contents of their personnel files or to remove the file from the custody of the Department of Human Resources.

Section 4: Employees shall not be permitted to inspect their personnel files more than once in a six (6) month period nor shall an inspection request be permitted if it will interrupt the work schedule of the Employer.

Section 5: Employees may place a written response or rebuttal to disciplinary actions or performance evaluations that are placed in their personnel files.

ARTICLE 21: LABOR - MANAGEMENT COMMITTEE

Section 1: In the interest of promoting sound labor – management relations, the Employer and the Union agree to consider the initiation of Labor – Management meetings. The meetings will be attended by an equal number of representatives of the parties. In addition, representatives of the Department of Human Resources may attend.

Section 2: The parties shall schedule Labor – Management meetings during the regular work week with at least ten (10) calendar days advanced notice to the parties and to the Department of Human Resources.

Section 3: A written agenda shall be prepared by the party initiating the Labor – Management meeting and shall be distributed to the other party and the Department of Human Resources forty-eight (48) hours prior to the meeting.

Section 4: Labor – Management meetings are not intended to nor shall they result in an alteration or modification of the existing terms of the labor agreement. Topics for which there is an active grievance on file shall not be discussed.

Section 5: Employee representatives whose regular work hours occur during the time of Labor – Management meetings shall receive no loss of pay. The Employer may require any Employee on duty to return to work if an operational need exists.

ARTICLE 22: SICK LEAVE WITH PAY

Section 1: Sick Leave is not to be treated as another form of vacation or personal leave. Sick Leave may be used solely for the purposes described in this Agreement. Management is expected to exercise discretion to ensure that sick leave is properly used and not abused. Employees who misuse or abuse sick leave shall be subject to discipline pursuant to the policies of the Employer, up to and including termination of employment.

Section 2: Employees shall earn sick leave credit at the rate of four and sixth tenths (4.6) hours for each eighty (80) hours of completed service. Sick leave credit shall be prorated to the hours of completed service in each pay period. Credit is given for time in active pay status only, including vacation, sick, compensatory time and holidays. Employees in unpaid leave status do not accrue sick leave.

Section 3: Unused sick leave may be accumulated from one calendar year to the next without a maximum accrual.

Section 4: An Employee may be granted sick leave with pay for the following reasons as long as the sick leave is approved by the Employee's supervisor or other designated management representative:

a. Illness, injury or pregnancy related condition of the Employee.

b. Exposure of an Employee to a contagious disease, as verified by a doctor's statement, which could be communicated to and jeopardize the health of other Employees.

c. Examination of the Employee, including medical, psychological, dental or optical examination by an appropriate practitioner.

d. To care for the illness, injury or pregnancy related condition of a member of the Employee's immediate family.

e. Examination, including medical, psychological, dental, or optical examination for a member of the Employee's immediate family by an appropriate practitioner.

f. Death of an immediate family member as more fully discussed in Article 25: Bereavement Leave contained in this Agreement.

Section 5: For purposes of this Article, the definition of immediate family member is as follows: spouse, mother, father, sister, brother, son, daughter, grandmother, grandfather, grandson, granddaughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, a legal guardian or person standing "in loco parentis," or any other relative residing with the employee.

Section 6: An Employee who was previously employed by any other public agency or political subdivision of the State of Ohio or who is re-appointed or reinstated shall be credited with the unused balance of his accumulated sick leave, provided that the time between separation and appointment by the County does not exceed ten (10) years and that written verification that is acceptable to the Employer is obtained by the Employee and provided to the Department of Human Resources.

Section 7: To be eligible for sick leave with pay, an Employee must report the reason for his absence to the employee's Supervisor or his/her designee at least three (3) hours prior to the start of the Employee's scheduled shift, except for unusual circumstances beyond the Employee's control. The telephone number to be called will be provided to all Employees.

Section 8: An Employee who needs sick leave shall be required to make a request through (1) the County's electronic timekeeping system, (2) the Division's scheduling software, and (3) to obtain approval of the Employee's supervisor in advance unless the need for leave was unforeseen whereupon the request should be completed immediately upon the Employee's return to work to explain the use of sick leave.

Section 9: If medical attention is required, a certificate from the Employee's licensed physician as to the Employee's fitness to perform the Employee's job duties may be required, at the discretion of the Employer, as a prerequisite to the Employee's return to work, if the Employee has been out sick for five (5) consecutive workdays. The certificate shall indicate that the Employee was under the physician's care and was advised by the physician to remain home from work and that the Employee is fit to resume the Employee's duties. In the case of injury, illness or pregnancy of an immediate family member, the certificate shall indicate that the family member was under a physician's care.

Section 10: The Employer may also require a medical certificate if an Employee is suspected of abusing sick leave as discussed in the Cuyahoga County Department of Human Resources Employee Handbook. In cases of suspected abuse, the Employer may notify the Employee of an ongoing obligation to provide a physician's statement for any future sick leave absences. Such obligation shall continue for six (6) months or

until the Employer determines that the Employee is no longer engaging in a pattern of abuse, whichever is longer.

Section 11: Employees shall be responsible for knowing their sick leave balances and ensuring that they have adequate leave to cover their absences.

Section 12: At the discretion of the Department of Human Resources, sick leave donation may be permitted pursuant to the County's sick leave donation policy, if such a policy is maintained. Decisions regarding receipt or donation of paid sick leave shall not be subject to the grievance procedure.

Section 13: The bargaining unit employees shall be eligible for a $500.00 "perfect attendance" bonus if they have zero absences from work and no tardies in a given payroll quarter, subject only to exceptions for vacation time that is approved seven (7) days in advance of the absence and compensatory time that is approved three (3) days in advance of the absence.

For purposes of this Section, there shall be four (4) payroll quarters defined as follows:
Quarter 1 April 1 to June 30
Quarter 2 July 1 to September 30
Quarter 3 October 1 to December 31
Quarter 4 January 1 to March 31.

ARTICLE 23: SICK LEAVE CONVERSION

An Employee may elect at the time of formal retirement from active service with the Employer and with ten (10) or more years of prior service with the state or any political subdivisions, to be paid in cash for twenty-five percent (25%) of his total unused accumulated paid sick leave. Such payment shall be based on the Employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the Employee at that time. Such payment shall be made only once to any Employee. The maximum payment shall not exceed thirty (30) eight-hour days (240 hours).

ARTICLE 24: EXTENDED MEDICAL LEAVE OF ABSENCE WITHOUT PAY

Section 1: If an Employee or a member of the Employee's immediate family has an illness or injury and the Employee has used all of the Employee's paid sick leave, the County may grant an extended medical leave of absence without pay. Such leave may be granted for a period of up to six (6) months and may not be used in increments of less than two calendar weeks. As part of the request an Employee must submit a physician's certificate stating the probable time period and nature of the illness or injury. An Employee on extended leave of absence without pay does not earn sick leave or

vacation credit. However, the time spent on an authorized extended leave of absence is to be counted in determining length of service for purposes of extended vacation eligibility or other purposes where longevity is a factor.

Section 2: An extended medical leave of absence without pay may also be granted to an Employee requiring a leave of absence resulting from circumstances from the Employee's pregnancy, or from the pregnancy of the Employee's spouse . Leave granted for this purpose is governed by the same duration and other terms as all other extended medical leaves of absence without pay.

Section 3: An Employee may be allowed to return to work prior to the expiration of an extended medical leave of absence, provided he/she has the approval of his/her supervisor and division head/superintendent and submits appropriate documentation of the Employee's fitness to report to work.

Section 4: Extended medical leave of absence without pay runs concurrently with Family and Medical Leave and Parental Leave.

Section 5: If an Employee is unable to return to work or to perform the essential functions of the Employee's job following the expiration of an extended medical leave of absence without pay, and the Employee is not entitled to or has exhausted Family and Medical Leave (FMLA), the Employee shall be placed on disability separation status and shall have reinstatement rights as governed by the Ohio Revised Code. Once placed on disability separation, the Employee's seniority and service credit no longer continue to accumulate. An Employee who is reinstated following a disability separation shall be placed at the rate of pay corresponding to the Employee's seniority at the time of separation.

ARTICLE 25: BEREAVEMENT LEAVE

Bereavement Leave shall be provided in accordance with the Employee Handbook. Any change to the Employee Handbook regarding bereavement leave shall be applicable to bargaining unit employees.

ARTICLE 26: PARENTAL LEAVE

Section 1: The Employer may grant parental leave to an Employee upon the birth of the Employee's child as well as leave for adoptive parents not to exceed a total of three (3) months in a twelve (12) month period. The three (3) month period may be a combination of paid or unpaid leave consisting of paid sick leave, vacation, compensatory time, and/or unpaid leave. Employees shall be required to exhaust all paid sick leave and accumulated compensatory time off prior to being granted unpaid leave.

Section 2: Time taken under this Article shall apply as time taken under the FMLA for eligible Employees under the Act.

ARTICLE 27: ADMINISTRATIVE LEAVE

Section 1: The Employer may grant up to five (5) work days or forty (40) hours annually of administrative leave time without pay. To be eligible for administrative leave without pay Employees must obtain prior approval and must provide documentation of the need for leave. Administrative leave can only be granted when all accumulated paid time off (e.g., sick leave, vacation, and compensatory time) has been exhausted.

Section 2: Request for an administrative leave is made on the Employee Request for Leave form submitted to the Department of Human Resources with the regular bi-weekly time records and are submitted to the CECOMS Manager or designee for approval.

ARTICLE 28: COURT LEAVE AND JURY DUTY

Section 1: Court leave with pay shall be granted to Employees who are subpoenaed to appear before any court, commission, board or other legally constituted body authorized by law to compel the attendance of witnesses, where the matter is work related.

Section 2: Employees who are appearing before a court or other legally constituted body in a matter in which they are a party may be granted vacation time or leave of absence without pay for purposes of attending the hearing. Such instances could include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody, or appearing as directed by a court as parent or custodian of juveniles.

Section 3: Work related court appearances that are required outside of regular working hours shall be with pay, even if they occur on regular days off.

Section 4: Employees shall furnish proof by attaching a copy of the court notification or other formal documentation that is satisfactory to the Employer to the Request for Leave form.

Section 5: Court leave with pay shall be granted to Employees who are summoned for jury duty by a court of competent jurisdiction. Employees shall provide their supervisors with a copy of their jury duty summons.

Section 6: Any compensation or reimbursement for work related court appearances or for jury duty that is received by an Employee who is granted paid leave under this Article shall be remitted by the Employee to the CECOMS Manager or to the Employee's supervisor for transmittal to the County Fiscal Officer.

ARTICLE 29: MILITARY LEAVE

Employees shall be granted leaves of absence for military duty in accordance with federal and state law.

ARTICLE 30: VACATION LEAVE

Section 1: All regular full-time Employees shall be granted the following vacation leave with full pay each year based upon their length of County Service as follows:

Length of Cuyahoga County Service Completed	Accrual Rate (hours earned per 80 hours in active status)	Annual Amount (hours earned per 2080 hours in active pay status)	Maximum Accrual Balance (total hours)
1 year - less than 5 years	3.1	80	240
5 years - less than 15 years	4.6	120	360
15 years - less than 25 years	6.2	160	480
25 years or more	7.7	200	600

Section 2: An Employee becomes eligible to use vacation leave on his first anniversary date of employment.

Section 3. By the fifteenth (15th) of each month all of the requests for vacation leave the following month shall be approved or denied.

Section 4: Vacation leave may be carried over from year to year, up to a maximum of three year's accrual. Once an Employee accumulates the maximum allowable accrual, the Employee has a period of one (1) year from the date in which the maximum balance was attained to use accrued time in excess of the allowable amount. Upon the end of the year period, any time over the maximum amount will be forfeited.

Section 5: An Employee or an Employee's estate will be paid for accrued but unused vacation leave upon termination of service with the County.

Section 6: An Employee shall not earn vacation for time spent on unpaid leave.

Section 7: If a recognized holiday falls within an Employee's vacation leave, the Employee shall receive an additional paid vacation day in lieu of the holiday.

Section 8: From January 1st through March 14th of every year (the annual vacation selection period), Employees will be given an opportunity to indicate their vacation leave preference through the County's electronic time system for the period from March 15th

through March 14th of the following year. The number of Employees who can take off shall be noted for each unit and each week.

Once the vacation schedule is determined it shall not be changed without the consent of the involved Employee. Decisions to approve vacation requests for any Employee who fails to make his/her vacation application during the appropriate period will be made without regard to seniority based upon when the application was made, first requested shall be granted. The only deviation from this will occur when two (2) Employees request vacation on the same day for the same future time period. In that case, seniority will govern.

The duration of an Employee's vacation not approved during the annual vacation selection period shall be limited by operational needs and the Employee's time accrued.

Section 9: Part-time Employees are not eligible for vacation time, however, each year part-time Employees can request two (2) weeks (each a single work week) when they will not be scheduled. A minimum of thirty (30) days' notice must be given for vacation scheduling.

ARTICLE 31: HOLIDAYS

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

1) New Year's Day, 2) Martin Luther King Day, 3) President's Day, 4) Memorial Day, 5) Independence Day, 6) Juneteenth, 7) Labor Day, 8) Columbus Day, 9) Veteran's Day, 10) Thanksgiving Day, 111) Day After Thanksgiving and 12) Christmas Day.

Section 2: Holidays shall be observed on the actual days on which they fall. For purposes of this Article, holiday time shall apply to the first complete shift beginning on the date celebrated as the holiday and a 24 hour period thereafter. For example, if the first full shift begins at 6:00 AM, the holiday observance begins at 6 AM and concludes at 5:59 AM the next day.

Section 3: To be entitled to holiday pay, an Employee must be on the active payroll (i.e.; actually receives pay during the week in which the holiday falls).

Section 4: A full-time Employee who does not work on a recognized holiday shall receive eight (8) hours pay at his regular hourly rate.

Section 5: All full-time Employees who work on a holiday that is recognized by this Agreement shall receive one and one-half times (1½) their regular rate of pay for all hours worked on the holiday in addition to their regular holiday pay as provided herein.

Section 6: All part-time Employees who work on a holiday that is recognized by this Agreement shall receive one and one-half times (1½) their regular rate of pay for all hours worked on the holiday in addition to holiday pay equal to the number of hours actually worked on the holiday up to eight (8) hours.

Section 7: To be entitled to holiday pay, Employees must actually work the schedule workday before, and the scheduled work day after the holiday, unless absent due to vacation, funeral leave, jury duty, a bona fide illness (as determined by management), or serious injury.

ARTICLE 32: PERSONAL DAY

Section 1: Full-time Employees shall be entitled to one (1) personal day to be used in eight (8) hour increments per year, on a non-cumulative basis.

Section 2: Part-time Employees shall be entitled to one (1) personal day to be used in eight (8) hour increments per year, on a non-cumulative basis.

Section 3: Employees are limited to one (1) personal day during a twelve (12) month calendar year. Personal Days may not be carried over to the following year.

Section 4: Employees must provide the Employer with seven (7) days prior notice, and arrange for a qualified replacement. Employees must obtain prior approval by their immediate Supervisor. No more than one (1) Employee from each shift and not more than two (2) total per day may use personal time on the same date. Selection request will be based on seniority.

Section 5: If the request is made to the CECOMS supervisor thirty (30) days or more in advance, the Employees do not need to arrange for a replacement.

ARTICLE 33: FITNESS FOR DUTY EXAMINATION

Section 1: Where there is reasonable suspicion to believe that an Employee is using or soliciting illegal substances, or is under the influence of drugs or alcohol at work such Employee will be directed to report to a County designated health care provider, medical clinic or testing facility for a Fitness for Duty examination. A Fitness for duty Examination may also be required following accidents on County time.

Section 2: The examination will be performed on County time and at County expense and will involve appropriate testing, including but not limited to, possible urine or blood tests or breathalyzer examination as determined by the appropriate testing personnel.

Section 3: An Employee may be referred for Fitness for Duty screening if at least one (1) supervisor has a reasonable suspicion that the Employee is using or soliciting illegal substances or is under the influence of drugs or alcohol at work. Such determinations

shall be made based only upon specific, objective facts and reasonable inferences drawn from those facts that the Employee is using or soliciting illegal substances or is under the influence of drugs or alcohol so as to endanger fellow Employees or otherwise adversely impact on the Employee's ability to perform his or her job duties.

Section 4: When a supervisor determines that he/she has a reasonable suspicion as stated above, the supervisor will complete a form which will be presented to the Department Of Human Resources the same day. If Human Resources determines that there is reasonable suspicion, Human Resources shall arrange for a Fitness for Duty examination and notify a Union steward or other representative prior to testing if the Employee requests.

Section 5: An Employee may also be referred for mandatory urine, blood or breathalyzer tests to determine substance abuse under the following circumstances

A. As part of a disciplinary probation or last chance agreement for Employees who have violated the County's drug and alcohol rules; or

B. For Employees returning from leaves of absence if they have given management a reason to suspect possible drug and/or alcohol abuse.

C. Employees returning from a continuous leave of absence for any reason of six (6) months or more shall also be required to undergo a drug/alcohol test prior to returning to work.

Section 6: If requested an Employee shall be entitled to the presence of a Union Representative if one is available before drug/alcohol testing is administered. However, the unavailability of a Union representative shall not delay the prompt administration of a drug/alcohol test.

Section 7: If there are positive results following a urine test for drugs, a confirmation test will be used pursuant to standard laboratory practices. The laboratory or testing facility shall be responsible to ensure that there is a continuous chain of custody of any sample taken from an Employee. Specimen collection will occur in a medical or laboratory setting and every precaution shall be taken to ensure that the procedures shall not demean, embarrass, or cause physical discomfort to the Employee. The Employer shall utilize facilities that follow applicable state, local and federal standards.

Section 8: The results of any Fitness for Duty drug/alcohol test will be kept confidential to the extent possible by law. Employees who test positive shall have the opportunity to review the test results and, if desired, a reasonable opportunity to rebut the results. Upon request, the Employer shall provide a copy of such results to the individual tested. Where urine or blood samples have been taken, the samples will be preserved for a

reasonable period of time and Employees who test positive will have the opportunity to have these samples submitted to a reputable physician or laboratory of their choosing for re-testing at their expense.

Section 9: Employees who may be drug or alcohol dependent are encouraged to voluntarily seek professional assistance through a reputable treatment program. The County's Employee's Assistance Program can provide counseling and referral. All records of Employees seeking medical rehabilitation from drug or alcohol dependency, either through the County's Employee's Assistance Program or otherwise, shall be kept strictly confidential. The County's Employee's Assistance Program does not supplant or alter the normal discipline and grievance procedure.

Section 10: Voluntary assistance should be sought before dependence affects job performance or endangers fellow Employees. Employees will not be disciplined for coming forward and admitting substance abuse problems - as long as they come forward before they have been notified that they are being required to take a Fitness for Duty examination.

Section 11: Any Employee who tests positive for drugs and/or alcohol must be given medical clearance by a qualified physician acceptable to the County before returning to work.

Section 12: The Employer expressly reserves the right to require that an Employee submit to a medical or psychological examination to determine whether the Employee is fit to perform the Employee's job duties. If the Employer has reasonable suspicion that an Employee is medically or psychologically unable to perform all required job duties, the Employer may relieve the Employee from duty. The Employer shall place the Employee on paid administrative leave and shall pay the cost of an appropriate examination by a qualified health care provider. If the health care provider determines that the Employee is not fit to perform the Employee's job, the Employee shall be relieved of duty until the Employee provides documentation that is acceptable to the Employer of the Employee's ability to return to work.

Section 13: If an Employee has been found to be unfit to perform the Employee's duties following a medical or psychological examination, time off may be charged to paid sick leave, or if paid sick leave is exhausted, to accrued vacation or compensatory time off. Such leave may be designated as FMLA leave at the Employer's initiative as permitted by law.

Section 14: An Employee who is relieved of duty under this Article must be given clearance by a qualified health care provider acceptable to the Employer before being permitted to return to work. Such clearance must certify that the Employee is able to perform all of the duties of the Employee's position (unless the Employee has a disability as defined by the Americans with Disabilities Act that can be reasonably accommodated).

Section 15: If there is a disagreement between the Employer's health care provider and the Employee's health care provider, a third health care provider shall be selected by mutual agreement between the two prior examiners. The third examination shall be paid for by the Employer and shall be final and binding and shall not be subject to the grievance procedure.

ARTICLE 34: UNIFORMS AND UNIFORM ALLOWANCE

Section 1: The initial uniform issue shall be completed by the Employee's 180th day. For the initial uniform issuance, the County shall provide four uniform shirts and four uniform pants.

Section 2: The Union shall be provided an opportunity to present input on any changes in uniforms that the County is considering, which may occur through the labor-management committee meetings.

Section 3: During the term of this Agreement, employees shall receive an annual uniform maintenance allowance of $125.00 to be paid in January.

Section 4: Annually, the Employer will replace up to two (2) shirts and one (1) pair of pants at no cost to the Employee. Requests for replacement will be directed to the Senior Operations Supervisor or CECOMS Manager for approval. Employees will be required to return the shirt that is being replaced upon receipt of the new one. Any replacements needed in excess of two (2) shirts or one (1) pair of pants are the responsibility of the Employee. Exceptions to this aforementioned replacement limit may be made, but will be done at the sole discretion of the CECOMS Manager.

ARTICLE 35: SHIFT DIFFERENTIAL

Employees who work the evening shift (second shift) shall be paid an additional seventy-five cents ($0.75) per hour. The night shift (third shift) shall be paid an additional fifty cents ($0.50) per hour. An Employee must work at least one (1) full hour. Shift differential shall not be paid for partial hours worked.

ARTICLE 36: LONGEVITY

A stipend of two hundred fifty ($250.00) shall be paid to each full-time bargaining unit member on the first pay day following the member's anniversary date after five (5) years of continuous service with CECOMS. This amount shall be increased by seventy-five dollars ($75.00) each consecutive year.. Part-time bargaining unit members shall receive fifty percent (50%) of a full-time bargaining unit member's annual longevity.

ARTICLE 37: WAGES

Section 1: Wages for Employees on payroll at the time this Agreement is fully executed shall be set forth in the wage chart in Section 2 for Call-Takers :

a) 2022 The wage scale for Call-takers shall be replaced with the following, retroactive to the first day of the first full pay period following April 1,2022 which includes a 2% COLA and equity adjustments. The retroactive payment shall be applicable to those bargaining unit employees in active status as of the date of County Council ratification and signature by the County Executive or designee, of this Agreement.

b) 2023 Effective the first day of the first full pay period following April 1, **2023,** the wage scale for Call-takers shall be increased by two percent (2%).

c) 2024 Reopener for wages, only

Section 2: Wage Scale for Call-Takers:

	New Hire	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 5 Years
	Step 1	Step 2	**Step 3**	Step 4	Step 5	Step 6
April 1, 2022	$20.00	$20.60	$21.22	$21.85	$22.51	$23.19
April 1, 2023	$20.40	$21.01	$21.64	$22.30	$22.96	$23.65
April 1, 2024	Reopener					

Section 3: Upon execution of this agreement, existing employees shall maintain their current step on the wage scale.

Section 4: New Employees shall be paid at the New Hire rate of the wage scale. However, at the discretion of the County, a new hire may be placed at, or elevated to, a wage step commensurate with such new hire's prior experience as a dispatcher or call-taker, not to exceed step 3.

Section 5: Employees shall advance to the next step on the first day of the pay period following their job anniversary date at annual intervals until the maximum rate of the pay scale is reached.

Section 6: If CECOMS determines it will provide dispatch services there will be a wage reopener for the dispatch classification.

ARTICLE 38: HEALTH INSURANCE

Section 1: An eligible Employee is defined as a full time Employee covered by this Agreement. A section 125 or cafeteria plan will be provided by the Employer for health insurance, benefits for County Employees. The Employer shall provide eligible Employees the opportunity to enroll in the plan once during each plan year at its annual open enrollment period. The plan year commences on January 1 and ends on December 31 of the calendar year, but is subject to change.

Section 2: Effective the first pay-period following full execution of this Agreement, bi-weekly Employee contributions for medical and prescription drug benefits shall be determined as follows:

A) MetroHealth Plans

1) For all three (3) years of the Agreement, the County shall offer an HSA plan through the MetroHealth System with no biweekly contribution from Employees;

2) The bi-weekly contribution for a non-HSA plan offered through MetroHealth shall be as follows:

a. 2022 93% Employer, 7% Employee

b. 2023: 93% Employer, 7% Employee

c. 2024: reopener as to Health Care contribution rates, only

B) Other Plans

Biweekly contribution rates for all other plans shall be as follows:

1) 2022 86% Employer, 14% Employee

2) 2023 86% Employer, 14% Employee

3) 2024 reopener as to Health Care contribution rates, only

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: Effective the first day of the first month following full execution of this Agreement, the Employer shall pay 86% of the cost of the ancillary benefit plans (dental and vision) and the Employees shall pay 14%. Effective January 1, 2023 the Employer shall pay 86% of the cost of the ancillary benefit plans and the Employees shall pay 14%. Prior to January 1, , 2024, the parties will negotiation a reopener for health care contribution rates.

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 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 39: JOB VACANCIES

The County reserves the right to post both internally and externally any vacant positions and fill the position with the desired applicant that meets the desired qualifications. CECOMS Employees will be given first consideration.

All Employees in the bargaining unit desiring a vacant position shall apply through the posting procedure and shall be granted an interview for consideration for the vacancy.

ARTICLE 40: LAYOFFS/RECALLS

Section 1: When the Employer determines that a layoff or job abolishment is necessary, the Employer shall notify the least senior Employee(s) in the affected job classification and the Union at least fourteen (14) calendar 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 bargaining unit seniority. 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.

Section 3: If a layoff occurs, full-time Emergency Dispatchers may exercise their bargaining unit seniority to bump the least senior full-time call-taker. Affected full-time Employees may also bump part-time Employees in their own job classifications.

Section 4: 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 the inverse order of their layoff. Seniority will terminate after twelve (12) months.

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 seven (7) 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.

ARTICLE 41: BULLETIN BOARD

The County shall provide the Union with a bulletin board at a mutually selected location, provided that:

1. No notice or other writing may contain anything political or critical of the County or any other County official or any other institution or any Employee or other person.

2. All notices or other material posted on the bulletin board must be signed by an official representative of the Union.

ARTICLE 42: SUCCESSOR CLAUSE

Should the Employer effectively change the appointing authority or should the Division come under a different department, this Agreement shall remain in effect through the duration herein.

ARTICLE 43: FINAL/ENTIRE AGREEMENT

This Agreement shall finally dispose of all demands of the Union which have heretofore been made or which might be or have been the subject of collective bargaining, whether or not within the knowledge or contemplation of the parties and, therefore, any legal obligation to bargain with respect to any matter which is or may be the subject of collective bargaining is hereby expressly waived by each of the parties hereto, except during the period following the giving of sixty (60) days' notice prescribed in the duration Article herein. It is the intention of the parties that their entire relationship shall be governed solely by this Agreement. Unless specifically and expressly set forth in the express written provisions of this agreement, all rules, regulations and practices previously and presently in effect may be modified or discontinued at the sole discretion of the employer. This section alone shall not operate to void any existing or future Ohio Revised Code statutes or rules of the Ohio Administrative Code.

ARTICLE 44: MODIFICATION

This Agreement supersedes all other contracts, or understandings, written or unwritten, heretofore existing between the parties regarding wages, hours and terms and conditions of employment. No provision contained in this Agreement shall be modified or altered unless approved by Cuyahoga County and signed by officers of the Union. Amendments and modifications of this Agreement may be made by mutual written agreement of the parties to this contract.

ARTICLE 45: SAVINGS CLAUSE

If a tribunal of competent jurisdiction should find any provision of this Agreement not to be in conformity with the law and such provision is rendered or declared invalid, the remainder of this Agreement will not be affected thereby and shall remain in full force and effect.

ARTICLE 46: DURATION

This Agreement shall be effective upon full execution of this Agreement after ratification and approval by County Council and shall remain in full force and effect until March 31, 2025, at 11:59 p.m. , and thereafter from year to year; provided that this Agreement will terminate at the expiration of the initial term or any renewal term if either party gives written notice to the other of its desire for termination or modification at least sixty (60) days before such expiration date and if such notice is given, this Agreement shall remain in full force and effect after such expiration date until a new Agreement has been negotiated and signed.

Remainder of page left intentionally blank.

SIGNATURES

The parties hereby acknowledge and warrant that they understand and agree to all of the terms of this Agreement and they affix their signatures below to indicate their assent to all terms:

FOR THE COUNTY:

William D Mason

Armond Budish,
County Executive

Date: 7-7-22

FOR OPBA:

Jeffrey Perry,
OPBA Business Agent

Date: 6/30/22

Donald Chaney
Union Representative

Date: 6/30/22

Approved as to legal form and correctness:

Steven Ritz
Cuyahoga County Department of Law

SIDE LETTER OF AGREEMENT
REGARDING 2022 and 2023 COLA

OPBA & CUYAHOGA COUNTY CECOMS
April 1, 2022-March 31, 2025

Section 1:

For 2022, pursuant to Resolution No. R2022-0120, the County Executive recommended, and Cuyahoga County Council approved, an across-the-board cost of living adjustment (COLA) for non-bargaining County Executive employees for an additional one percent (1%) over the current 2022 pay rates for the period of July 3, 2022 through December 31, 2022. The Resolution authorizes Side Letters to amend the various collective bargaining agreements to incorporate the same across-the-board one percent (1%) increase to the COLA approved for non-bargaining unit employees with the same effective date.

- Accordingly, the 2022 pay rates set forth in the Wage Article of this Agreement shall be increased by an additional one percent (1%) effective July 3, 2022. The revised pay rates, Section 2 of Article 37: Wages, are set forth below:

- Effective July 3, 2022:

Section 2: Wage Scale for Call-Takers:

	New Hire	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 5 Years
	Step 1	Step 2	**Step 3**	Step 4	Step 5	Step 6
July 3, 2022 to March 31, 2023	$20.20	$20.81	$21.43	$22.07	$22.74	$23.42
April 1, 2023	$20.60	$21.22	$21.86	$22.51	$23.19	$23.89
April 1, 2024	Reopener					

Section 2:

If Cuyahoga County Council approves an across-the-board COLA for non-bargaining County Executive employees that exceeds two percent (2%), the 2023 rates set forth in the Wage Article of this Agreement shall be increased to equal the across-the-board percentage increase to the COLA approved for non-bargaining employees, with the same effective date, unless the effective date for non-bargaining employees precedes the first day of the first full pay period in April 2023. Under such circumstances, the increase shall not be applied to the 2023 rates set forth in the Wage Article of this Agreement until the first day of the first full pay period in April 2023 without any retroactivity.

Section 2 of this Side Letter is only triggered if all non-bargaining employees under the County Executive's jurisdiction receive a COLA for 2022 or 2023 that exceeds two percent (2%).

This Side Letter does not apply to any other compensation and/or wage increases provided to other County employees and shall expire December 31, 2023.

FOR THE COUNTY:

Armond Budish,
County Executive

DATE: 7-1-22

FOR THE UNION:

Jeffrey Perry
OPBA Business Agent

DATE: 6/30/22

Donald Chaney,
Union Representative

Date: 6/30/22

Approved as to legal form:

Steven Ritz
Cuyahoga County Department of Law