

**COOKS, LAUNDRY, & CUSTODIAL WORKERS'  
CONTRACT**

**CUYAHOGA COUNTY  
SHERIFF'S DEPARTMENT**

**&**

**UAW, REGION 2-B**

**JULY 1, 2024 TO JUNE 30, 2027**

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## **SECTION I: INTRODUCTORY PROVISIONS**

### **Article 1: PREAMBLE**

This Agreement is entered into by and between Cuyahoga County, herein further known as the "County" or the "Employer," and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW Region 2- B, hereafter known as the "Union" representing Employees, defined herein as Cooks, Laundry and Custodial Workers (hereafter known as "Employees"), employed by the Cuyahoga County Sheriff's Department, located at 1215 West 3<sup>rd</sup> Street, Cleveland, Ohio 44113, or any other location that is used in the normal use of everyday business conducted by the Cuyahoga County Sheriff's Department.

### **Article 2: PURPOSE OF AGREEMENT**

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

### **Article 3: PLEDGE AGAINST DISCRIMINATION**

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 or gender identity, disability, age, ancestry, marital status, political opinions or affiliations. Both parties equally share the responsibility for applying this provision of the Agreement.

### **Article 4: MANAGEMENT RIGHTS**

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

- 1) 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) direct, supervise, evaluate and hire Employees;
- 3) maintain and improve the efficiency and effectiveness of operations;
- 4) determine the overall methods, process, means and personnel by which operations are to be conducted;

- 5) suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, train, and administer tests based on the training, and schedule, promote and retain Employees;
- 6) determine the adequacy and size of the work force;
- 7) determine the overall mission of the Employer as a unit of government;
- 8) effectively manage the work force;
- 9) take actions to carry out the mission of the public Employer as a governmental unit.

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

In addition, the parties agree that the County has the right, in its sole and exclusive discretion, to reassign, transfer, and/or subcontract any and all bargaining unit work currently being performed (or that has been performed in the past) by Employees serving in the Cook classification.

## **SECTION II: UNION-RELATED PROVISIONS**

### **Article 5: UNION RECOGNITION**

**SECTION 1.** The Employer hereby recognizes the Union as the sole collective bargaining agent with respect to wages, hours, terms and other conditions of employment for all Laundry and Custodial Workers as described by the State Employment Relations Board (SERB) Case Number: 11-REP-12-0132, certified February 23, 2012, but excluding Food Service Manager and all other employees of the Cuyahoga County Sheriff's Department as defined by SERB.

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

**SECTION 3.** Any term(s) of this Agreement reached between the Employer and the Union are binding upon all Employees and cannot be changed, modified, or added to by either individual Employees or the Employer.

**SECTION 4.** If and when the Cuyahoga County Sheriff's Department reinstates or reactivates the classification of Cook in the Cuyahoga County jail, the Union shall be the sole and exclusive bargaining unit representative.

### **Article 6: PROBATIONARY PERIOD**

**SECTION 1.** Employees entering this unit are probationary Employees for a period of one hundred eighty (180) days. The Union may represent a probationary

Employee, but neither the Union nor the probationary Employee may grieve any discipline or removal imposed during the probationary period.

**SECTION 2.** The Employer will conduct at least one performance evaluation at the midpoint of the probationary period and another prior to the end of an Employee's probationary period to measure the Employee's fitness to continue in the position.

**SECTION 3.** There shall be no extension of the 180-day probationary period other than for a leave of absence of a probationary Employee of five (5) or more consecutive workdays during the 180-day probationary period. In addition, the Employer, in its sole discretion, may extend the 180-day probationary period by up to sixty (60) calendar days, provided that the Employer notifies the Union and the probationary Employee of the extension prior to the termination of the probationary period. Such extended probationary periods shall be reduced to writing and shall be governed by all terms of this Article.

## **Article 7: UNION REPRESENTATION**

**SECTION 1.** For purposes of processing grievances and collective bargaining, the Union shall be represented by two (2) stewards, one (1) of whom will serve as Chief Steward. All stewards shall be elected by members of the Union. No Employee shall be permitted to serve as Union steward or Chief Steward who has less than one (1) year employment with the Employer. The Union may elect one (1) alternate who may serve in the absence of either steward.

**SECTION 2.** The Union shall supply the Employer's designee with a list of names of the stewards and alternates which is to be kept current at all times.

**SECTION 3.** The Employer agrees to admit a Union representative (i.e., an employee of the UAW) to a designated area within the confines of the Sheriff's Department. The Employer shall determine such area. Prior to such admittance, the Union representative must advise the Employer, or its designee, of the purpose of the visit. Approval from the Employer, or its designee, must be obtained by the Union representative before entering areas not accessible to the general public.

**SECTION 4.** Grievance hearings shall be mutually scheduled by Employer and stewards of the bargaining unit. If grievance hearings are scheduled during an Employee's regular hours, the Employee shall not suffer any loss of pay while attending the hearings.

**SECTION 5.** The following rules govern the investigation of any alleged grievances:

- 1) The Union agrees that no official of the Union, employee or non-employee, shall interfere with, interrupt, or disrupt the normal work duties of Employees.
- 2) The Union shall not conduct activity in any work area without first obtaining permission from the supervisor in charge of the area.

- 3) The Union steward(s) shall immediately cease activity upon request of the supervisor of the area where said activity is being conducted or upon request of the Employee's immediate supervisor, if the activity interferes with duties of the Employee.

#### **Article 8: UNION SECURITY/CHECK-OFF OF MEMBERSHIP DUES**

**SECTION 1.** All Employees may voluntarily become a member of the Union. Employees may resign from the Union at any time by providing notice of resignation in writing to the Union. An Employee who is a member of the Union at the time this Agreement becomes effective shall continue to be eligible for membership in the Union for the duration of this Agreement, subject to such terms as may be enforced by the Union for acquisition and retention of membership. An Employee who is not a member of the Union at the time this Agreement becomes effective may become a member of the Union at any time after employment and remain a member of the Union for the duration of this Agreement, subject to such terms as may be enforced by Union for acquisition and retention of membership.

**SECTION 2.** The Union agrees to accept all present Employees in the bargaining unit into membership, provided they make proper and timely application and tender to the Union the uniform initiation fee, periodic dues and reasonable assessments.

**SECTION 3.** In the case of Employees returning to work after a layoff or leave of absence, or transferred back into the bargaining unit, who previously have properly executed authorization for check-off of dues forms, deductions will be made for initiation fees, membership dues and reasonable assessments.

**SECTION 4.** Where the Employee or the UAW has delivered to the Employer proper legal, voluntary authorization for such deductions, the Employer will deduct from the pay of each Employee during the life of this Agreement, all Union initiation fees, reasonable assessments and monthly dues. All deductions shall be made from the first pay earned each month. A check for such monies shall be forwarded to the financial secretary/treasurer of the local Union of the designated unit by the 20<sup>th</sup> day of each month. Any member shall have authorized deductions made from the first pay of the next calendar month in which the member is compensated for forty (40) or more hours during the previous month. The parties shall cooperate with each other to provide financial information concerning check-off monies and Employees involved. To rescind authorization for deductions pursuant to this Article, the Employee shall provide notice in writing rescinding authorization to the Employer.

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

#### **Article 9: UNION BUSINESS LEAVE OF ABSENCE**

**SECTION 1.** Leaves of absences without loss of seniority shall be granted to those stewards, or local Union officers, involved in grievance matters, arbitration matters, local-regional Union matters, negotiating preparation and meetings, subject to operational needs and with prior approval of their supervisor. Such approval shall not be unreasonably denied.

The above-mentioned personnel shall suffer no loss of pay or benefits for their Union Business Leaves of Absences.

A reservoir of fifteen (15) working day benefits will be paid to any stewards or officers who claim time off for those events. The amount of fifteen (15) days is in the aggregate. The benefits paid shall include vacation time. The local Union shall forward to the Employer the full cost of all lost time and benefits beyond the reservoir, prior to the closing date of the pay period.

**SECTION 2.** Delegates and/or alternates to the Union convention may be granted ten (10) days leave of absence without pay and without loss of seniority and the Union shall give a fourteen (14) calendar day notice to the Employer.

**SECTION 3.** An Employee who has been selected by the Local Union or the International Union to a full-time, permanent position shall be granted a leave to participate in Union activities without pay and without loss of seniority accrued to date of leave; such leave shall not exceed one (1) year. Seniority shall not accumulate during said leave. The Local or International Union shall give notice to the Employer not less than fourteen (14) calendar days prior to the date said leave shall become effective.

When the Employee returns to employment under the terms of this collective bargaining agreement, that Employee shall obtain the next vacancy in the unit to which he is entitled by way of seniority. The date of Employee availability must be within the twelve-month period and the vacancy to which entitlement is claimed cannot be more than twenty-four (24) months after the first day of original leave.

#### **Article 10: BULLETIN BOARD**

**SECTION 1.** The Employer shall provide space on its bulletin board in a proper location of the Department solely for use by the Union to post notices.

**SECTION 2.** It is agreed that the following notices shall not require prior Employer approval:

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

The Employer will be provided copies of the foregoing notices at the time of posting. The Union shall not post any other type of notice without first obtaining approval from the Employer.

#### **Article 11: DISTRIBUTION OF RULES AND PROCEDURES**

**SECTION 1.** The parties recognize that it is the responsibility of the Employer to inform the Employees in advance of any change in departmental policies and procedures. This notice shall be by posting on the bulletin board or through general distribution (e.g.



posted online via MyTime or through electronic mail) to all bargaining unit members. An Employee may request a copy of such policy or procedure through a steward or through the Department of Human Resources. Copies of such documents shall be furnished to, and, upon request, discussed with a representative of the Union.

**SECTION 2.** It is understood that this Article does not relieve any Employee from following instructions or orders in the normal course of duty.

## **Article 12: LABOR/MANAGEMENT MEETINGS**

**SECTION 1.** In the interest of sound labor/management relations, the Employer or its designee(s) shall meet with the Union upon request to discuss pending problems and to promote a more harmonious labor/management relationship. For purposes of this Article, the Union may consist of the International Representative or designee, the Chief Steward, and other stewards in the bargaining unit.

**SECTION 2.** The party requesting the LMC shall furnish an agenda to the other party at least five (5) working days in advance of any scheduled meetings with a list of the matters to be taken up and the names of those Union representatives who will be in attendance. The purpose of such meetings shall be to:

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

**SECTION 3.** Special labor/management meetings have to be convened as soon as feasible.

**SECTION 4.** Employee representatives who are scheduled to be at work during the time of this meeting shall receive no loss of pay. It is further agreed that any Employee on duty may be required to return to work if an emergency arises during this meeting.

## **SECTION III: WAGES & BENEFITS**

### **Article 13: WAGES**

**SECTION 1.** Retroactive to the first day of the first full pay period in July, 2024, wage rates for bargaining unit employees shall be \$21.51, inclusive of a two percent (2%) General Wage Increase ("GWI"). Only those employees who are in active status in this bargaining unit as of the date this Agreement is ratified by County Council shall be eligible to receive the retroactive payment provided herein.

**SECTION 2.** Effective the first day of the first full pay period in July, 2025, there shall be a two percent (2%) general wage increase, and the wage rate for bargaining unit employees shall be \$21.94

**SECTION 3.** Effective the first day of the first full pay period in July, 2026, there shall be a two percent (2%) general wage increase, and the wage rate for bargaining unit employees shall be \$22.38.

Hourly wage rates for the three (3) year duration of this agreement shall be as follows:

<b>EFFECTIVE 1<sup>st</sup> Day of 1<sup>st</sup> Full PP July , 2024</b>	<b>EFFECTIVE 1st Day of 1st Full PP July 2025</b>	<b>EFFECTIVE 1st Day of 1st Full PP July 2026</b>
\$21.51	\$21.94	\$22.38

**SECTION 4.** Upon ratification of this Agreement by Cuyahoga County Council, all Employees in the Cook classification and/or Laundry Worker classification shall be eligible for a \$1,000.00 "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, compensatory time that is approved three (3) days in advance of the absence, and exceptions approved by the Sheriff or the Sheriff's designee for absences stemming from injuries incurred in the line of duty). For purposes of this Article, there shall be four (4) payroll quarters defined as follows: Quarter 1 (commencing on the first day of pay period 1 and concluding on the last day of pay period 7); Quarter 2 (commencing on the first day of pay period 8 and concluding on the last day of pay period 14); Quarter 3 (commencing on the first day of pay period 15 and concluding on the last day of pay period 20); and Quarter 4 (commencing on the first day of pay period 21 and concluding on the last day of pay period 26/27).

**SECTION 5.** In the event that an employee receives an overpayment, the parties agree that the County has the right to recoup the overpayment. Prior to recouping the overpayment, the County shall meet and discuss the terms of repayment with the employee and the employee's Union representative.

#### **Article 14: LONGEVITY**

**SECTION 1.** Employees shall receive longevity payment for their years of service with the Sheriff's Department in accordance with the following:

- 1) After five (5) years of continuous service, a longevity payment of two hundred fifty dollars (\$250.00) will be given to each bargaining unit member.
- 2) Commencing with the sixth year, and continuing each year

thereafter, an additional seventy-five dollars (\$75.00) will be given to each Employee.

### **Article 15: UNIFORM APPAREL & MAINTENANCE**

**SECTION 1.** The Employer will continue to provide full length aprons, hand care gloves, heavy-duty oven gloves, cellucaps, and hair nets for all Employees in the Cooks classification. The Employer shall also provide each Employee with one (1) pair of non-slip pull over rubbers (rubbers with safety toe for custodial workers) for the duration of this Agreement.

**SECTION 2.** The Employer shall provide an annual lump sum payment of three hundred dollars (\$300.00) to each Employee for apparel purchase and maintenance. For 2024, this lump sum shall be paid on the anniversary date of this agreement. Starting in January 2025, the lump sum shall be paid in the pay period including February 1.

### **Article 16: GROUP INSURANCE**

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

**SECTION 2.** Effective on a date to be determined by the Employer, but no sooner than thirty (30) days following execution of the Agreement, bi-weekly Employee contributions for medical and prescription drug benefits shall be determined as follows:

#### **a) METROHEALTH PLAN**

- 1) For all three years of the Agreement, the County shall offer an HSA plan through MetroHealth at no biweekly cost to employees.
- 2) The bi-weekly contribution for a non-HSA plan offered through MetroHealth shall be as follows:
  - a. 2024: 93% Employer, 7% Employee
  - b. 2025: 93% Employer, 7% Employee
  - c. 2026: 93% Employer, 7% Employee
  - d. 2027: For 2027, the Employer/Employee contribution rates shall equal the Employer/Employee contribution rates then in effect for all non-bargaining

employees under the County Executive

**b) OTHER BENEFIT PLANS**

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

- 1) 2024: 86% Employer; 14% Employee
- 2) 2025: 86% Employer; 14% Employee
- 3) 2026: 86% Employer, 14% Employee
- 4) 2027: For 2027, the Employer/Employee contribution rates shall equal the Employer/Employee contribution rates then in effect for all non-bargaining employees under the County Executive

**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 years 2024, 2025, and 2026, the Employer shall pay eighty-six percent (86%) of the cost of the ancillary benefit plans and the employees shall pay fourteen percent (14%). For year 2027, the Employer/Employee contribution rates shall equal the Employee/Employer contribution rates then in effect for all non-bargaining employees under the County Executive.

**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 17: HOLIDAYS**

**SECTION 1.** The Employer shall observe the following paid holidays:

- |                           |                            |
|---------------------------|----------------------------|
| 1) New Year's Day         | 7) Labor Day               |
| 2) Martin Luther King Day | 8) Columbus Day            |
| 3) President's Day        | 9) Veterans' Day           |
| 4) Memorial Day           | 10) Thanksgiving Day       |
| 5) Juneteenth             | 11) Day after Thanksgiving |
| 6) Independence Day       | 12) Christmas Day          |

If a holiday should fall on a Saturday, it shall be observed on the previous Friday. If a holiday should fall on a Sunday, it shall be observed on the following Monday; except that Christmas Day, New Year's Day, Veterans' Day and Independence Day will be observed on the actual day.

**SECTION 2.** Any Employee required to work on one of the recognized holidays is entitled to receive compensation at the rate of one and one-half (1.5) times his/her regular rate of pay in addition to straight-time pay for the holiday equal to the number of regular work hours that he/she is normally scheduled to work.

**SECTION 3.** Any bargaining unit Employee who is scheduled to work on any of the recognized holidays identified above upon the effective date of this Agreement, may be scheduled another day off within the pay period in which the original holiday actually occurs.

**SECTION 4.** When a bargaining unit Employee's scheduled off-day coincides with that of one of the recognized holidays as defined, upon the effective date of this Agreement, the bargaining unit Employee may be scheduled another day off within the pay period in which the original holiday actually occurs.

**SECTION 5.** In order to receive holiday pay, pursuant to Section 2 above, an Employee must work his/her last scheduled day before a holiday and first scheduled day after the holiday. In addition, Employees scheduled to work a holiday must work their full shift in order to receive holiday pay.

## **SECTION IV: TERMS & CONDITIONS OF EMPLOYMENT**

### **Article 18: TRAINING**

**SECTION 1.** All Employees hired after the effective date of this agreement will be required to attend the "routine contact training" as provided by the Cuyahoga County Sheriff's Department within the first year of employment as defined in the Minimum Standards for Jails in Ohio Administrative Code Section 5120: 1-8-18. All newly-hired

Employees shall receive a minimum of one (1) week on-the-job training.

**SECTION 2.** All cooks are required to successfully obtain ServSafe certification as a condition of their continued employment prior to the expiration of their probationary period. During the probationary period, Employees shall be permitted to take the certification examination up to two (2) times paid for by the Employer. Any additional attempt must be paid for by the Employee. The second attempt must be taken no later than thirty (30) calendar days from the first attempt.

**SECTION 3.** Employees who have completed probation must maintain the ServSafe certification as a condition of their continued employment. In a year that a renewal examination is required, Employees shall be permitted to take the examination up to two times paid for by the Employer. Any additional attempt must be paid for by the Employee. The second attempt must be taken no later than thirty (30) calendar days from the first attempt. Following a second failed attempt, Employees shall be placed on leave without pay and shall have up to thirty (30) calendar days to take and pass the certification examination.

### **Article 19: HOURS OF WORK/ OVERTIME**

**SECTION 1.** This Article is intended to define the normal work period for bargaining unit Employees at the time of the effective date of this Agreement. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of hours worked within a normal work period.

**SECTION 2.** The normal work period for bargaining unit Employees will be eighty (80) hours in a fourteen (14) consecutive day period. Specific hourly, weekly, or monthly work schedules may vary depending on job assignment. Any permanent change in an Employee's hours will require prior discussion with the Employee and the union steward if requested. Forty-eight (48) hours' notice will be given whenever possible.

**SECTION 3.** Any bargaining unit Employee who is required to work more than forty (40) hours in any workweek shall be paid overtime for such time at a rate of one- and-one-half (1- ½) times the Employee's regular rate of pay for the time actually worked. The County shall be the sole judge of the need for overtime.

**SECTION 4.** Unit members shall continue to receive compensated break(s) as stated herein and a scheduled, compensated lunch approximately midway between shift start and stop times. Unit members who work four 10 hour shifts shall receive a 45 minute lunch and one 15 minute break after the lunch period. Unit members who work five 8 hour shifts shall receive a 30 minute lunch period and two 15 minute break periods (one break before lunch and one break after lunch). Employees who work overtime beyond their regular shift shall receive one 15 minute break for each additional four (4) hours worked.

**SECTION 5.** Opportunities for scheduled overtime will be posted and Employees may sign to volunteer. Scheduled overtime shall be awarded on a rotating basis taking into consideration seniority, job classification, and shift-assignment. Employees who sign-up for scheduled overtime and for any reason cannot fulfill the assignment are required to provide at least four (4) hours advanced notice. If the Employee does not give the required notice,

then the Employer reserves the right to prohibit the Employee from working overtime for the rest of that week. In addition, the scheduled overtime assignment that is not worked will be deemed to be an unapproved absence/ absence without an approved leave under the Employer's Attendance Control Policy.

**SECTION 6.** Unscheduled overtime (defined as overtime created by same-day call-offs, or by unforeseen events) will be offered to on-duty employees based on classification and seniority. If there are insufficient volunteers, the least senior employee on duty may be required to stay. However, no employee will be required to work in excess of 16 hours in a day. If working the overtime hours would cause the least senior employee to exceed 16 hours for the day, the next least senior employee will be required and so on. The County will make a good faith effort to ensure that no employee will be mandated to work more than 12 hours in a calendar week, nor mandated to work two (2) consecutive days.

**SECTION 7.** Overtime that is mandated by the Employer but is not worked shall be considered to be an unapproved absence/ absence without an approved leave under the Employer's Attendance Control Policy.

## **Article 20: SENIORITY**

**SECTION 1.** Seniority shall be defined as an Employee's uninterrupted length of continuous service with the Employer and shall be calculated from the Employee's initial date of hire. "Date of hire" is defined as the first calendar day the Employee punched-in, signed-in, and/or started to work on active pay status in this bargaining unit.

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

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

- a) the Employee resigns or retires;
- b) the Employee is discharged for just cause;
- c) the Employee is absent from work for three (3) or more consecutive workdays without valid excuse;
- d) the Employee fails to return to work within seven (7) calendar days of the date of receipt of certified mailing of a recall notice;  
or
- e) the Employee fails to apply for reinstatement within 30 calendar days of discontinuation of PERS disability retirement benefits.

**SECTION 4.** Employees shall continue to accrue seniority during the following:

- a) a military leave of absence; or
- b) while on layoff.

## **Article 21: HEALTH AND SAFETY**

**SECTION 1.** Safety must be a prime concern of both the Employer and the

Employee. The Employer accepts the responsibility to make every effort possible to provide safe working conditions and working methods for Employees. It is expected that the Employer will follow all applicable safety rules.

**SECTION 2.** In the interest of timesaving, any work-connected unsafe condition should be reported by any Employee, noting same to his/her supervisor as soon as possible. The Employer shall take appropriate steps to avoid any injury and have the condition(s) corrected as soon as possible.

**SECTION 3.** The Employer agrees to maintain sanitary, safe, and healthful conditions in accordance with applicable laws. The Union is expected to require its members to cooperate in maintaining such conditions. The County shall determine the appropriate location for and the type of ergonomic floor mats. The County will replace these mats when the mats have excessive wear and tear or cease to be functional.

**SECTION 4.** The Employer will furnish basic emergency first aid for any work-related injuries occurring during working hours. Any such medical first aid provided by the Employer is intended to stabilize the medical condition of the affected Employee until further treatment is obtained via the Employee's health care provider; or for treatment of a life-threatening emergency condition until outside emergency medical personnel are available.

**SECTION 5.** The Food Service Department shall receive the daily copy of the "Inmate's Informational Update Sheet."

**SECTION 6.** The Employer may require drug/ alcohol testing of bargaining unit Employees as follows:

**(A) Reasonable Suspicion Drug/ Alcohol Testing:**

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

As used in this Section, "Chemical or harmful intoxicants" shall be defined as substances which are prohibited by the Ohio Revised Code and/or federal law.

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

In the event that an Employee is involved in an on-duty critical incident and/or a work-related accident that results in death or serious bodily injury the Employee shall immediately contact his or her supervisor. The supervisor shall determine whether testing is warranted. If the supervisor determines that testing is warranted, 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.

**(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:

1. 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.
2. 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.
3. 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:

1. Preliminary alcohol testing will be by a certified technician as provided for above, using an Evidentiary Breath Testing Instrument.
2. 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.
3. 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:

1. The laboratory utilized for blood and urine testing shall be designated by the County.
2. 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.
3. 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.
4. 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.
5. 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

6. All initial and confirmatory testing shall be performed at a certified laboratory and not at any individual collection site.
7. 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.

8. 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:

1. 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, the parties agree to meet and discuss whether this Article should be amended to include such testing procedures in lieu of the procedures set forth in this Article.
2. 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.
3. Any second failed random test will result in disciplinary action, up to and including removal.

## **Article 22: SHIFT AND WORK DAY SELECTION**

**SECTION 1.** There shall be a semi-annual selection process in the months of January and July for shift hours and days of work for Employees in the Laundry Worker classification. Such selections shall be made on the basis of seniority.

## **Article 23: PROMOTION/RECLASSIFICATION OUT OF UNIT**

**SECTION 1.** Any Employee who accepts a position outside of his/her classification within the Cuyahoga County Sheriff's Department and is later deprived of that position shall be returned to their previous regular assignment. The Employee's name shall be restored to the seniority list with all seniority held at the time of reclassification but not accumulated.

**SECTION 2.** This Article shall not apply to Employees who have voluntarily separated or been removed for just and proper cause.

## **Article 24: EMPLOYEE DISCIPLINE**

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Cooks, Laundry, & Custodial Workers**

**SECTION 1.** Employees covered by this Agreement shall not be disciplined or discharged except for just and proper cause.

**SECTION 2.** Prior to the imposition of discipline involving a suspension without pay, or removal, the Employer will provide the Employee and the Union with a written notice of the bases for the discipline (including the specifics of the alleged violation, copies of the documents and list of witnesses known at the time who may be used to support the charges) and afford the Employee the opportunity to respond. For any discipline greater than a suspension without pay for more than three (3) days, the Employer shall provide a pre-disciplinary conference which will be conducted within seven (7) calendar days following notification to the Employee and Union. This conference shall be conducted by a neutral representative selected by the Employer from among those not directly in the chain of command of the employee. At the pre-disciplinary conference, the Employee shall have the right to be represented by the Union and shall be afforded the opportunity to offer an explanation of any alleged misconduct. Only the neutral management representative is authorized to audio/video record a pre-disciplinary conference. If the County elects to record the conference, a copy of the recording will be provided to the Union upon its written request and at its expense. The Employer shall determine what discipline, if any, is appropriate.

**SECTION 3.** In imposing discipline, the Employer shall not take into account any previous disciplinary action rendered against the Employee which occurred more than thirty-six (36) months preceding the current charge. Copies of any disciplinary action rendered shall be given to the Employee and to the Chief Union Steward. An Employee may appeal any disciplinary action through the grievance procedure, beginning at Step 2 thereof, by filing a written grievance with the Employee Relations Specialist assigned to the Sheriff's Department within five (5) working days from the date the disciplinary action is imposed.

## **Article 25: GRIEVANCE PROCEDURE**

**SECTION 1.** The grievance procedure is a formal mechanism intended to assure that Employee grievances which may develop in the day-to-day activities of public service are promptly heard, answered, and action taken where appropriate.

**SECTION 2.** The term "grievance" shall mean an allegation by a bargaining unit member that there has been a breach, misinterpretation, or improper application of this Agreement.

**SECTION 3.** A grievance shall be brought by any Employee or group of Employees covered by this Agreement. If a group of bargaining unit Employees desires to file a grievance involving an incident affecting several Employees in the same manner, one Employee shall be selected by the group to process the grievance. Each Employee who desires to be included in such grievance shall be required to sign the grievance.

**SECTION 4.** The written grievance shall be submitted on a grievance form and shall contain the following information:

- a) aggrieved Employee's name;

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- b) aggrieved Employee's assignment;
- c) name of the Employee's immediate supervisor;
- d) date and time of the incident giving rise to the grievance;
- e) date of the Step 1 discussion (if applicable) and the names of who participated in the discussion, as well as the immediate supervisor's response ;
- f) date the grievance was filed in writing;
- g) a statement as to the specific section(s) of the Agreement violated;
- h) a brief statement of the facts involved in the grievance;
- i) the remedy requested to resolve the grievance; and
- j) the signature of the Employee filing the grievance or Union representative.

The Employer reserves the right to return any filed grievance form that is incomplete, vague, or unclear as to any of the above points and will accept completed or corrected copies within five (5) working days of return.

**SECTION 5.** The time limitations established in this Article may be extended by mutual agreement between the Employer and the Union. "Working days", as used in this Article, shall not include Saturdays, Sundays, or holidays. Failure by the Employer to communicate a decision at any step of the formal grievance process within the specified time limit shall permit the grievance to be advanced to the next step of the process.

**SECTION 6.** An Employee may elect to have a Union steward present at any step of the formal grievance process. A Union steward who is to accompany the Employee at any step of the grievance process must inform the Employer of such at least twenty-four (24) hours prior to each scheduled meeting date and time. It is the responsibility of the Employee to notify the Union steward of each meeting date and time.

**SECTION 7.** Each grievance shall be processed in the following manner:

**STEP 1: Immediate Supervisor:**

An Employee having a grievance will first bring that complaint orally to the attention of the Employee's immediate supervisor within three (3) working days of knowledge of the incident giving rise to the grievance. The immediate supervisor shall discuss the grievance with the Employee and a Union steward, if requested in accordance with this Section. If the Employee is not satisfied with the response given by the immediate supervisor, the Union steward shall, within fifteen (15) calendar days of the incident giving rise to the grievance, submit a completed grievance form (with all required criteria set forth in Section 4, above) to the Associate Warden responsible for the work area where the aggrieved Employee is assigned, who will forward the grievance to the Warden and/or designee for further processing within five (5) working days of receipt. Grievances concerning disciplinary suspensions or discharges must be commenced by submitting a completed grievance form within five (5) working days of the imposition of the disciplinary action to the Department of Human Resources. Processing of such grievances shall thereafter proceed at Step 3.

## **STEP 2: Warden and/or designee**

The Warden, or his/her designee, shall schedule a formal meeting with the aggrieved Employee and a Union steward to be held within five (5) working days after receipt of the grievance from the Associate Warden. Prior to this meeting taking place, the Warden, or his/her designee, shall make an investigation of all allegations contained in this grievance. Within three (3) working days of the above meeting, the Warden, or his/her designee, shall provide the Employee with a written response to the grievance. If the Employee is not satisfied with the written response, the grievance may be advanced to Step 3 of the procedure by submitting the completed grievance form and the Warden's (or his/her Designee's) response to the Department of Human Resources within five (5) working days.

## **STEP 3: Department of Human Resources**

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

## **STEP 4: Arbitrations**

If the grievance is not answered to the Union's satisfaction in Step 3, the Union may make written request that the grievance be submitted to final and binding arbitration. Requests for arbitration must be submitted to the County Department of Law within ten (10) working 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 answer given by the Employer in Step 3.

**SECTION 8.** If the Union appeals to arbitration, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the Union shall obtain a panel from the Federal Mediation and Conciliation Service ("FMCS"). The panel shall be limited to members of the National Academy of Arbitrators from the Northern Ohio sub-region of FMCS. The panel members' names will be alternately stricken until stricken until one name remains, who shall be designated by the parties to hear the matter. The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement, or to make any award requiring the commission of any act prohibited by law, or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement. The fees and expenses of FMCS, the arbitrator and the cost of the hearing room, if any, shall be shared equally by the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party. The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

The Union agrees to hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to

fairly represent a member of the bargaining unit during the exercise of the member's rights as provided by the grievance and arbitration procedures outlined herein.

**SECTION 9.** The fees and expenses of the arbitrator shall be split equally between the parties. Each party shall pay the cost of its own representatives and witnesses.

## **Article 26: LAYOFF AND RECALL**

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

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

- a) Temporary Employees;
- b) Part-time Employees;
- c) New hires who have not completed their probationary period;
- d) Employees who have completed their probationary period.

In the event that more than one Employee has the same date of hire, the Employee with the lowest last four (4) digits of his/her Social Security number shall have preference in seniority.

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

**SECTION 4.** Notice of recall shall be sent to the Employee by certified or registered mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice, return receipt requested, to the last mailing address provided by the Employee.

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

**SECTION 6.** The Employer shall maintain an up-to-date seniority list which shall be posted on the bulletin board once each year. Said list shall remain posted for a fourteen (14) calendar day period and shall include the Employee's name, initial date of hire, and position within the Department as it relates to seniority. After posting the list, any valid errors brought to the attention of the Employer shall be corrected within thirty (30) days of the posting. It is the Employee's responsibility to check these lists for accuracy and have the

errors corrected. If the Employee fails to do so, the Employer may rely upon such information without liability until notified, in writing, of such error(s).

## **SECTION V: LEAVES**

### **Article 27: SICK LEAVE**

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

**SECTION 2.** An Employee who is unable to report for work, and who is not on a previously approved absence, shall be responsible for notifying the Sheriff's Department at least one (1) hour prior to the Employee's scheduled work assignment unless documented emergency conditions prevent such notification. In the event of an anticipated extended absence in excess of three (3) consecutive work days, the Employee shall notify the Department of Human Resources of the absence and the estimated duration of same as soon as possible.

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

- 1) Illness, injury, or 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) Exposure to a contagious disease which could jeopardize the health of other Employees.
- 3) Examination or treatment of an Employee or member of the Employee's immediate family where the Employee's presence is reasonably necessary including medical, psychological, dental, or optical examination by an appropriate practitioner.

For purposes of this Section, the definition of "immediate family" shall match the definition in the Employee Handbook.

**SECTION 4.** The Employee shall submit to the Employer a written and signed statement for the request and justification of sick leave within twenty-four (24) hours following the return to work. 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 removal.

In the event of an absence from work on sick leave exceeding three (3) consecutive work days, the Employee shall provide a physician's statement upon return to work specifying the Employee's ability to return to work without restrictions to the Department of Human Resources. If such absence was due to the illness or injury of an



immediate family member, the physician's statement shall indicate that the family member was under a physician's care and that the Employee's presence was reasonably necessary for the health and welfare of the family member.

**SECTION 5.** An Employee who engages in the pattern use of sick leave shall be warned by the Employer before being subject to discipline. A pattern use/ abuse of sick leave shall include, but not be limited to: consistent and repeated periods of sick leave usage on a holiday, before and/or after holidays, vacation days, regular days off; after pay days; absence related to overtime assignments; partial days; or a continued pattern of maintaining zero or near zero leave balances. The Employer may require Employees who have been warned and/or disciplined for such conduct to submit medical documentation for the future use of sick leave.

## **Article 28: FITNESS-FOR-DUTY EXAMINATION**

**SECTION 1.** If the Employer has reasonable suspicion to believe that an Employee is medically or psychologically unable to perform all of the duties of the Employee's position, the Employer may relieve the Employee from duty. If relieved from duty, the Employee shall be placed on paid administrative leave and the Employer shall pay the costs of a medical or psychological examination that is required by the Employer. An Employee found by the qualified medical professional selected by the Employer to have a medical or psychological disorder, condition, syndrome, or is otherwise unable to perform his/her duties with or without a reasonable accommodation shall not be permitted to work and further time off duty may be charged to any applicable sick leave or vacation leave at the Employee's request or may be designated as FMLA leave at the Employer's initiative as permitted by law.

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

## **Article 29: SICK LEAVE DONATION**

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

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

- 1) a serious medical condition as defined under the Family Medical Leave Act (FMLA) that would require the Employee to be away from work for more than ten (10) consecutive working days. Employees

with intermittent absences (less than 10 consecutive days) do not qualify for leave donation;

- 2) exhausted all accrued leave, including sick time, vacation time, compensatory time, and workers compensation benefits;
- 3) submitted documentation from a physician verifying the medical condition and duration;
- 4) submitted a fully-executed FMLA Dept. of Labor Form WH-380;
- 5) given written permission to inform the Employee's fellow bargaining unit members of the need for donated leave.

The maximum amount of donated leave that a donee Employee may receive is two hundred forty (240) hours.

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

- 1) Voluntarily elects to donate the leave and does so with the understanding that the donated leave time will not be returned;
- 2) Donates a minimum of one (1) hour and does not exceed thirty-two (32) hours per calendar year. Donations must be in full hour increments;
- 3) Retains a minimum of forty (40) hours of accrued sick leave at the time of donation; and
- 4) Completes a leave donation form identifying the recipient Employee, the number of hours being donated and certifying that the leave donated is voluntary.

The Employer will not solicit leave donations from Employees; the Union and/or bargaining unit members will be responsible for solicitation of donations and completion of the necessary documentation. The donation of sick leave time will occur strictly on a voluntary basis. No Employee can be forced or coerced to donate. Any Employee who feels they are being pressured to donate should contact the Department of Human Resources.

### **Article 30: PERSONAL DAYS**

The Employer will grant the use of two (2) days of accrued sick time each year to be used by the Employee as personal time, which may be utilized in four (4) hour increments. Requests for the use of personal time must be submitted at least seven (7) days in advance. In case of an emergency, the seven (7) day notice may be waived by the Employer.

### **Article 31: VACATION LEAVE**

**SECTION 1:** Each full-time permanent Employee is eligible for vacation leave. One year of service shall be computed on the basis of twenty-six (26) bi-weekly pay periods. Employees accrue vacation leave based on years of service as stated below. Vacation accrual for eligible Employees is pro-rated based on the number of hours paid in a pay period, up to eighty (80) hours. Vacation leave is earned during the time the Employee is in active pay status. Employees in unpaid status do not accrue vacation leave.

**SECTION 2: Vacation accrual is computed as follows:**

Length of Ohio Public Service	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)
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

An individual who is hired by the County and provides proper documentation of prior service is entitled, immediately upon submission of the appropriate documentation, to begin accruing vacation benefits at the rate set forth in this Section that reflects their prior service level.

**SECTION 3.** The Employer may permit an Employee to accumulate and carry over his vacation leave to the following year. Once an Employee's vacation balance reaches the maximum accrual allowance, no further vacation leave will accrue until the balance drops below the maximum amount.

**SECTION 4.** Employees shall not be permitted to use vacation time in less than one hour increments.

**Article 32: BEREAVEMENT LEAVE**

**SECTION 1.** Bereavement leave shall be provided in accordance with the County's Policies and Procedures Manual (Employee Handbook). If any changes are made to bereavement leave, the Parties shall meet to discuss whether bereavement leave shall be provided in accordance with the revised County's Employee Handbook or Sections 2 and 3 of this Article.

**SECTION 2.** All Employees covered by this Agreement shall be entitled to receive up to three (3) days of bereavement leave with pay in the event of a death in the Employee's immediate family, as defined herein. The three (3) days of bereavement leave shall not be charged to the Employee's sick leave. An additional two (2) days of bereavement leave may be granted by the Employer which shall be charged against the Employee's accumulated paid sick leave.

**SECTION 3.** For purposes of this Article, definition of "immediate family" shall include: the Employee's mother, father, spouse, child, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in law, brother-in-law, legal guardian, or other person who stands in place of a parent (loco parentis).

### **Article 33: COURT LEAVE/JURY DUTY LEAVE**

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

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

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

### **Article 34: PERSONAL COURT LEAVE**

**SECTION 1.** An Employee who is appearing before a court or other legally constituted body in a matter to which he/she is a party may be granted vacation, holiday, or compensatory time by the Employer. Such instances would include, but not be limited to, criminal or civil matters, traffic courts, divorce proceedings, juvenile court as parent or guardian of juvenile, and tax matters.

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

### **Article 35: MILITARY LEAVE WITH PAY**

Military leave shall be granted in accordance with applicable federal and state law. An employee seeking military leave (paid or unpaid) should contact Human Resources as soon as possible. Any supervisor or department director who becomes aware of an employee's possible need for military leave should immediately notify Human Resources.

### **Article 36: MATERNITY LEAVE OF ABSENCE**

The County shall facilitate requests for accommodation pursuant to the Pregnant Workers Fairness Act and in accordance with federal law.

### **Article 37: PAID PARENTAL LEAVE**

The Parental Leave provision of the County Employee Handbook shall be applicable to employees in the bargaining Unit. Any future change to the Employee Handbook on parental leave shall also be applicable to the bargaining unit.

### **Article 38: LEAVE OF ABSENCE WITHOUT PAY**

**SECTION 1.** At the sole discretion of the Employer, a leave of absence without pay may be granted to an Employee by the Employer, provided the Employee has completed his/her probationary period. Such leave is not to exceed six (6) months. Applications for such leave shall be made in writing at least fourteen (14) calendar days prior to the beginning of said leave unless emergency conditions prevent such notice. The application shall state 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 an Employee who has been granted a leave of absence without pay has taken other employment, the Employer shall terminate the Employee's employment.

**SECTION 3.** An Employee who fails to return to duty upon completion or cancellation of an approved leave of absence without pay may be subject to disciplinary action. An Employee who fails to return to service from a leave of absence without pay and is subsequently removed from service is deemed to have a termination date corresponding to the starting date of the leave of absence.

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

## **SECTION VI: MISCELLANEOUS**

### **Article 39: WAIVER IN CASE OF EMERGENCY**

**SECTION 1.** In cases of emergency declared by the appropriate governmental authority, such as civil disorder, the following conditions of the Agreement shall automatically be suspended:

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

**SECTION 2.** If valid grievances exist upon termination of the emergency, they shall be processed in accordance with the provisions outlined in the "Grievance Procedure" article of this Agreement and shall proceed from the last proper step in the grievance procedure.

### **Article 40: SEPARABILITY CLAUSE**

**SECTION 1.** If any clause, sentence, paragraph, or part of this Agreement or the application thereof to any person or circumstances shall be adjudged by a court of competent jurisdiction to be invalid for any reason, such judgment shall not affect, impair, or invalidate the remainder of this Agreement and the application of such provision to other provisions, persons, or circumstances, but shall be confined in its application to the clause, sentence, paragraph, or part thereof, directly involved in the controversy

in which such judgment shall have been rendered and to the person or circumstances involved. The remainder of this Agreement and supplemental agreements shall remain in full force and effect for the term of this Agreement.

**SECTION 2.** The Union and Employer shall meet to renegotiate or correct articles, clauses, paragraphs, sentences, words or part thereof, to come into compliance with the law.

#### **Article 41: CONDITIONS OF AGREEMENT**

The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Once agreement is reached by the Employer and the Union, for the life of this Agreement each voluntarily and unequivocally waives the right, and each agrees, that the other shall not be obligated to further bargain collectively or individually with respect to any subject matter referred to or covered in this Agreement, nor, following the Agreement and for the life of same, shall any subject or matter not specifically covered or referred to in said Agreement be introduced for negotiation, unless the parties otherwise mutually agree in writing.

#### **Article 42: REPRODUCTION AND DISTRIBUTION OF AGREEMENT**

Upon ratification and signing of the Agreement by the parties, the Employer shall place a copy online via the Department of Law's website.

#### **Article 43: TERMINATION & RESIGNATION**

When a bargaining unit Employee is terminated through resignation or removal, he/she shall receive full compensation for all accrued vacation or compensatory time. Payment shall be made at the rate of pay at the time of termination.

#### **Article 44: RETIREMENT/ SICK LEAVE CONVERSION**

**SECTION 1.** 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 of Ohio or any political subdivision of the State, to be paid in cash for twenty-five percent (25%) of his total unused accumulated paid sick leave. Such payment for sick leave on this basis 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) days.

**SECTION 2.** An Employee shall receive full compensation for all accrued vacation and compensatory time to the Employee's credit at the time of retirement. Payment shall be based on the Employee's rate of pay at the time of retirement.

#### **Article 45: IDENTIFICATION CARD**

**Cuyahoga County and UAW Region 2-B  
Cooks, Laundry, & Custodial Workers**

All bargaining unit Employees upon the date of hire, shall be provided with a clip-on card, identifying him/her as an Employee of the County and bearing a color photograph of the employee. Except as stated below, the County shall bear the cost of one (1) identification card only. This identification card shall be made available for inspection by the Employee whenever asked for by administration of the County. It shall be mandatory that each Employee display his/her ID card during the course of his/her hours of work for security purposes. The ID card is not required to be worn in transit from the Department, and shall be presented upon arrival at any destination.

When the County determines that an identification card is worn out and/or inoperable, through no fault of the Employee, it shall be replaced at no cost.

#### **Article 46: NEW TECHNOLOGIES**

Nothing in this Agreement shall prevent the Employer from introducing new methods of operations, including electronic or mechanical equipment. The possible impact of such introduction on the bargaining unit employees may be made the subject of discussion at the option of the Union.

#### **Article 47: EXPIRATION AND RENEWAL**

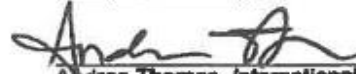
This Agreement is effective upon the date of ratification by the County Council, notwithstanding any other dates referenced on the cover of the Agreement, as footers on each page or elsewhere therein, unless specifically indicated. The Agreement shall remain in full force and effect from July 1, 2024 until 11:59 p.m. on June 30, 2027, and shall thereafter continue in full force and effect from year to year and shall be renewed for successive years unless written notice of termination or a desire to modify or change this Agreement is given, in writing, by either party at least ninety (90) days prior to the expiration date. Upon receipt of such notice, a conference shall be arranged within thirty (30) days.

**FOR THE COUNTY:**

  
Chris Ronayne,  
County Executive  
Or his designee pursuant to EO2023-003

DATE: 7/9/25

**FOR THE UNION:**

  
Andrea Thomas, International  
Representative, UAW Region 2-B

DATE: \_\_\_\_\_


  
David Green, Regional Director  
UAW, Region 2-B

DATE: 6-27-25

  
Jack Johnson, UAW Local 70, Unit  
Chair

DATE: 6-23-25

Approved as to legal form:

  
Cuyahoga County Department of Law

Cuyahoga County and UAW Region 2-B  
Cooks, Laundry, & Custodial Workers