

**A COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

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

**AND**



**THE CUYAHOGA COUNTY SHERIFF'S DEPARTMENT**

**(CORRECTIONS SERGEANTS' UNIT)**

**Effective: January 1, 2021  
Expires: December 31, 2023**

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## **ARTICLE 1**

### **PREAMBLE**

**Section 1.1.** This Agreement is between Cuyahoga County further known herein as the "Employer", and the Fraternal Order of Police, Ohio Labor Council, Inc.; herein known as the "Union" representing employees, defined herein as Corrections Sergeants, hereinafter further referred to as Corrections Sergeants and herein known as "Employees" in the Cuyahoga County Sheriff's Department, located at 1215 West Third Street, Cleveland, Ohio 44113, or any other location that is used in the normal use of everyday business conducted by the Cuyahoga County Sheriff's Department.

## **ARTICLE 2**

### **PURPOSE OF AGREEMENT**

**Section 2.1.** It is the intention of this Agreement to maintain harmonious relations between the Employer and its Employees represented by the Union; and, further, all dealings between the parties hereto shall be conducted in a legal manner and consistent with efficient and progressive service towards the Employer, Employees, and the public interest.

## **ARTICLE 3**

### **PLEDGE AGAINST DISCRIMINATION**

**Section 3.1.** The provisions of this Agreement shall be applied equally to all Employees in the bargaining unit. No person or persons or agency responsible to the Employer, nor the Union and its officers and members, shall discriminate against any Employee based on the following: age, sex, race, disability, religion, color, creed, national origin, gender, genetic information, sexual orientation, military status, veteran status, union activity or membership, political opinions or affiliation. Both parties equally share the responsibility for applying this provision of the Agreement.

**Section 3.2.** All references to Employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female Employees.

**Section 3.3** The Employer agrees not to interfere with the rights of bargaining unit employees to become members of the FOP/OLC and the Employer shall not discriminate, interfere, restrain or coerce any employee because of any legal employee activity in an official capacity on behalf of the FOP/OLC as long as that activity does not conflict with the terms of this Agreement.

**Section 3.4.** The FOP/OLC agrees not to interfere with the rights of employees to refrain or resign from membership in the FOP/OLC and the FOP/OLC shall not discriminate, interfere, restrain or coerce any employee exercising the right to abstain from membership in the FOP/OLC or involvement in FOP/OLC activities.

## **ARTICLE 4**

### **EMPLOYER'S MANAGEMENT RIGHTS**

**Section 4.1.** Except as specifically limited by explicit provision of the Agreement, the Employer shall have the exclusive right to manage the operation, control the premises, direct the working force, and maintain efficiency of operations. Specifically, the Employer's exclusive management rights include, but are not limited to, the following:

1. The right to determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
2. The right to direct, supervise, evaluate, or hire employees;
3. The right to maintain and improve the efficiency and effectiveness of governmental operations;
4. The right to determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. The right to suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, train, and administer tests based on training, and schedule, promote, or retain employees;
6. The right to determine the adequacy of the work force;
7. The right to determine the overall mission of the employer as a unit of government;
8. The right to effectively manage the work force;
9. The right to take actions to carry out the mission of the public employer as a governmental unit.

## **ARTICLE 5**

### **UNION RECOGNITION**

**Section 5.1.** The Employer hereby recognizes the Union as the sole collective bargaining

agent with respect to wages, hours, terms and other conditions of employment for all full-time Employees.

**Section 5.2.** Notwithstanding the provisions of this Article, confidential, fiduciary, casual, and seasonal Employees shall be excluded from the bargaining unit.

**Section 5.3.** Any terms of this Agreement reached between the Employer and the Union is binding upon all Employees and cannot be changed by either individual Employees or the management of the Employer.

## **ARTICLE 6**

### **PROBATIONARY PERIOD**

**Section 6.1.** Newly promoted Employees entering this unit are probationary Employees for a period of six (6) months. There shall be no extension of the six (6) month probationary period other than for a leave of absence of that Employee during that six (6) month period. If the Employer feels that a newly promoted Employee has not met or satisfied the full requirements of the six (6) month probationary period, that Employee shall be returned to their former position.

**Section 6.2.** Any newly-promoted Employee who was enrolled in the County's benefits plan at the time of entering this bargaining unit shall continue to receive uninterrupted benefits.

## **ARTICLE 7**

### **UNION REPRESENTATION**

**Section 7.1.** For purposes of processing grievances, the Union shall be represented by one (1) Union Associate and two (2) stewards. The stewards shall be elected members of the Union. No Employee shall be permitted to serve as Union Associate or steward who has less than one (1) year employment with the Employer. The Employer agrees that at least one (1) steward shall be regularly assigned to each of three (3) shifts.

**Section 7.2.** The Union shall supply the designated Employer representative with a list of names of the Union Associate and stewards; which is to be kept current at all times.

**Section 7.3.** Upon reasonable request, the Employer agrees to admit a Union representative to designated areas within the confines of the Sheriff's Department. The Employer shall reasonably determine such areas in accordance with the operational needs of the Department. Prior to such admittance, the Union representative shall advise the designated Employer representative of the purpose of the visit and obtain approval before entering the Department. Such approval will not be unreasonably withheld.

**Section 7.4.** Meetings between Employer and Union representatives concerning grievances shall be scheduled by the Employer within the parameters established by the "Grievance Procedure" article. If such a grievance meeting is scheduled during regular duty hours of the grievant or steward, neither, if present, shall suffer any loss of pay while attending the meeting. A steward and/or Associate must give his supervisor notice of his intent to attend a grievance meeting sufficiently in advance of the meeting to avoid any disruption of the Employer's operations.

**Section 7.5.** There shall be no Union business conducted on the Employer's premises or during an Employee's working hours except as permitted in this Agreement or pursuant to applicable state law.

## **ARTICLE 8**

### **DUES CHECK-OFF**

**Section 8.1.** The Employer agrees to deduct FOP/OLC membership dues in accordance with this Article for all employees eligible for the bargaining unit upon the successful completion of their individual probationary periods.

**Section 8.2.** The Employer agrees to deduct regular FOP/OLC membership dues once each month from the pay of any employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct FOP/OLC dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

**Section 8.3.** The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deductions of Union dues. The FOP/OLC hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the FOP/OLC, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the FOP/OLC.

**Section 8.4.** The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer of a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) revocation of the check-off authorization; or (6) resignation by the employee from the FOP/OLC

**Section 8.5.** The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deductions of FOP/OLC dues.

**Section 8.6.** The parties agree that neither the employees nor the FOP/OLC shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within thirty (30) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the FOP/OLC dues deduction would normally be made by deducting the proper amount.

**Section 8.7.** The rate at which dues are to be deducted shall be certified in writing to the payroll clerk by the Treasurer of the FOP/OLC during January of each year. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deductions.

## **ARTICLE 9**

### **UNION BUSINESS LEAVE OF ABSENCE**

**Section 9.1.** 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, negotiation preparation and meetings. The above-mentioned personnel shall suffer no loss of pay or benefits for their Union Business Leave of Absence. The local Union (Local 70) shall be responsible to 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. A reservoir of twenty-five (25) working day benefits will be paid to any steward(s) or officer(s) who claim time off for those events. The total of twenty-five (25) days is in the aggregate. The benefits paid shall include vacation time.

**Section 9.2.** Delegates and/or alternates to the Union convention shall be granted ten (10) days leave of absence without loss of seniority; the Union shall give fourteen (14) calendar days' notice to the Employer.

**Section 9.3.** 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 the date of leave; such leave shall not exceed two (2) years. Seniority shall accumulate during said leave. The local or International Union shall give notice to the Employer not less than fourteen (14) days prior to the date said leave becomes 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 twenty-four (24) month period and the vacancy to which entitlement is claimed cannot be more than forty-eight (48) months after the first day of original leave.



## **ARTICLE 10**

### **NO STRIKE/NO LOCKOUT**

**Section 10.1.** Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for the uninterrupted services to the citizens of Cuyahoga County. Therefore, the Union agrees that neither it, its officers, agents, representatives, nor members will authorize, instigate, cause, aid, indirectly assist, condone or participate in any strike, sympathy strike, work stoppage, or any other interruption of operations or services of the Employer by its members, or other Employees of the Employer, during the term of this Agreement in accordance with ORC 4117.15(A). When the Employer notifies the Union that any of its members are engaged in any such strike activity, as outlined herein, the Union shall immediately, conspicuously post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all Employees to immediately return to work. Should the Union fail to post such notice, the Employer shall have the option of seeking appropriate legal remedies. Any Employee failing to return to work after notification by the Union as provided herein, or who participates or promotes such strike activities as previously outlined, may be disciplined and/or discharged and only the question of whether or not the Employee did, in fact, participate in or promote such action shall be subject to appeal.

**Section 10.2.** The Employer agrees that neither it, its officers, agents, nor representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of bargaining unit Employees during the term of this Agreement.

**Section 10.3.** Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike.

## **ARTICLE 11**

### **BULLETIN BOARD**

**Section 11.1.** The Employer shall provide space for one glass-enclosed bulletin board at a mutually agreed upon location solely for use by the Union to post notices. The glass-enclosed bulletin board shall be provided at Union expense and shall not exceed the size of current boards used by the Union. The Employer shall be responsible for the cost of initial installation of bulletin board.

**Section 11.2.** The following notices shall not require prior Employer approval:

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

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

## **ARTICLE 12**

### **DISTRIBUTION OF RULES, POLICIES, AND PROCEDURES**

**Section 12.1.** When the Employer promulgates or amends any rules, policies, or procedures, the same shall be posted by the Employer, and made available to the Employees via email. Copies of such documents shall be furnished to, and, discussed with a representative(s) of the Union. The Employer shall not impose or attempt to enforce any new rule, policy, or procedure that may conflict with the terms of this Agreement.

**Section 12.2.** The parties recognize that it is the responsibility of the Employer to inform the FOP and the Employees seven (7) days in advance of changes in departmental policies or procedures that impact upon terms and conditions of employment of bargaining unit Employees. This notice shall be by posting on the bulletin board, and through electronic means (e.g. email, intranet, or website) to all bargaining unit members. An Employee may request a copy of such revised policy, procedure, or directive through their Union Associate, and/or Steward or through the Human Resources Department. The parties mutually agree to ensure that communication of information on any new policy, procedure, or change in staff, assignments or job duties is consistent with all shifts.

**Section 12.3.** It is understood that this Article does not relieve any Employee from following instructions or orders in the normal course of work.

**Section 12.4.** The Employer shall furnish the Union with all existing jail policy and procedure directives, post orders, and employee handbooks within sixty (60) days after the full execution of this Agreement.

## **ARTICLE 13**

### **LABOR/MANAGEMENT MEETINGS**

**Section 13.1.** In the interest of sound labor/management relations, unless mutually agreed otherwise, on a mutually agreeable day and time, the Employer or his designee(s) shall meet with the Union to discuss pending problems and to promote a more harmonious labor/management relationship, at least once every four months. For purposes of this Section, the Union may consist of the Union Representative or his designee, the Union Associate and stewards in the bargaining unit.

**Section 13.2.** The party initiating the meeting will furnish the other party at least five (5) working days in advance of the meeting with a list of the matters to be taken up and the

names of the party representatives who will be in attendance. The purpose of such meetings shall be to:

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

**Section 13.3.** Labor/management meetings have been requested and mutually agreed upon, shall be convened as soon as feasible.

**Section 13.4.** 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.

## **ARTICLE 14**

### **HOURS OF WORK/OVERTIME**

**Section 14.1.** This Article defines the normal work period for bargaining unit Employees and establishes the basis for computing overtime and shall not be construed as a guarantee of hours of work within a normal work period. Nothing contained herein shall be construed as preventing the Employer from revising work schedules in order to achieve and maintain effective and efficient staffing and operations.

**Section 14.2.** The normal work period for all full-time Employees within the bargaining unit shall be a forty (40) hour workweek. Specific hourly and weekly work schedules may vary depending upon job assignments, to include twelve (12) hour rotation schedules. Scheduled adjustments shall not occur to avoid the payment of overtime. Paid holidays, paid vacation leave, compensatory time, approved sick leave and pre-scheduled medical appointments shall be considered as time worked for purposes of this article.

**Section 14.3.** An Employee who is required to work more than forty (40) hours per week shall be paid overtime for such time at a rate of pay of one and one-half (1-1/2) times the Employee's regular rate of pay for time actually worked.

**Section 14.4.** At the Employee's option, these overtime hours may be credited to the Employee as compensatory time at one and one-half (1-1/2) times the normal accrual rate, provided that the total number of hours accrued does not exceed two hundred forty (240). Compensatory time shall be used within three hundred sixty-five (365) days of accrual.



Use of compensatory time must be approved by the Employer and shall not be unreasonably withheld. In the event the Employee is unable to use compensatory time within three hundred sixty-five (365) days of accrual, the Employer shall pay the Employee all monies due in compensatory compensation by December of each year of this agreement.

**Section 14.5.** Requests for scheduling of compensatory time shall be made in writing to the Employer at least seven (7) days in advance; approval shall not be unreasonably withheld. Up to twenty-four (24) hours of personal time may be used from accumulated compensatory time in each calendar year. The Employee shall give at least three (3) days' notice for the use of such personal time, unless family or personal emergencies preclude such notice.

**Section 14.6.** The Employer shall not show preferential treatment in the distribution of overtime and shall ensure an equitable distribution of overtime work, and shall be given by order of seniority within the bargaining unit. The Employer shall offer overtime based on seniority to the on duty Sergeants first, then the off duty Sergeants by order of seniority.

**Section 14.7.** The Employer may schedule employees to work seven (7) shifts within a fourteen (14) day period with the normal workday consisting of twelve (12) hours. Employees on twelve (12) hour shifts who work dayshift will be assigned to either Sunday, Monday, Tuesday and every other Wednesday off, or Thursday, Friday, Saturday, and every other Wednesday off. Employees on twelve (12) hour shifts who work nightshift will be assigned to either Sunday, Monday, Tuesday and every other Saturday off, or Wednesday, Thursday, Friday and every other Saturday off. This does not include specialty units.

**Section 14.7.** The County payroll procedure is a formal process which complies with the Ohio Revised Code and the County fiscal officer's directives and regulations. In the event of an underpayment of wages in excess of ten (10) hours, the Employee shall notify the Payroll Department, and a new payroll warrant will be issued no later than the close of the next business day of the County.

**Section 14.8.** Shift and off day assignments shall be assigned pursuant to preference of unit members with priority for selection granted by seniority in the unit. Specialty area assignments shall be assigned pursuant to seniority, ability to perform the assignment, and review of attendance and disciplinary records. With the exception of the Internal Affairs assignment which is exempt from bidding and assigned at the sole discretion and direction of the Sheriff, specialty area assignments shall be bid once during the last quarter of each year of this Agreement, and jail management shall post the official notification for each specialty area assignment. The Employer will provide post orders for each specialty area assignment. Each post order will be evaluated once a year by jail management. The bid period shall not go beyond December 1 of each year of this Agreement, unless mutually agreed upon in writing between the Union and the Employer. Training for specialty area assignments shall not be unreasonably denied. The Employer shall provide written guidelines and instructions for each position where a bargaining unit member may be assigned. In making off day assignments, the Employer will schedule

Employees so that on a day to day basis manpower is relatively equal, but will not bind the Employer to minimum staffing levels.

**Section 14.9.** If a Sergeant has to leave their secured perimeter and/or post assignment for any length of time, the Sergeant must notify Control of their departure and shall notify Control upon return.

## **ARTICLE 15**

### **COURT TIME/CALL-IN PAY**

**Section 15.1.** An Employee who is called in to work at a time that does not precede a regularly scheduled shift or to appear in court on behalf of the Employer for a time period of less than three (3) hours when the Employee is not on duty, shall be compensated no less than three (3) hours at time and one-half in actual pay or compensatory time. Any time worked over three (3) hours is to be compensated at one and one-half (1-1/2) times the Employee's regular rate of pay or compensatory time.

**Section 15.2.** An Employee is who called in to work during his or her off time on behalf of the Employer shall be compensated no less than one (1) hour at time and one-half (1-1/2) times the Employee's regular rate of pay.

## **ARTICLE 16**

### **LONGEVITY**

**Section 16.1.** Effective January 1, 2021, all Employees who have five (5) years of continuous, uninterrupted service with the Department shall be paid a longevity allowance of four hundred dollars (\$400.00). Longevity will be included in the pay for the pay period in which the anniversary date occurs. The Employee shall also be paid the amount of one hundred dollars (\$100.00) for each year of full continuous service after the initial five (5) years and is to be added to the original amount set for the five (5) year period. The said amounts, previously covered, shall be paid every year until the Employee retires. On the year of retirement, said fees shall be paid but include the full years and prorated months of service or one hundred dollars (\$100.00) divided by twelve months = x dollars times number of months of service.

## **ARTICLE 17**

### **WAGES**

**Section 17.1.** Retroactive to the first full pay period in January 2021, the base hourly wage rate of a Corrections Officer Sergeant shall be adjusted to twelve percent (12%) greater than the base hourly wage rate paid to a Corrections Officer Corporal under the collective bargaining agreement between the Corrections Officer Corporals and the Employer. The retroactive payment shall be applicable to those bargaining unit

employees in active status as of the date of the County Council ratification of this Agreement.

The wage scale shall be as follows:

<u>Rate of Pay:</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
CO Sergeants	\$34.27	\$37.52	\$38.27

**Section 17.2.** Upon ratification of this amendment by Cuyahoga County Council, all 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, 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).

## **ARTICLE 18**

### **HOLIDAYS**

**Section 18.1.** The Employer shall observe the following twelve (12) paid holidays:

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

If a holiday falls on a Saturday, it shall be observed on the previous Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday. To be eligible for holiday pay, an Employee must work his full last scheduled shift before the holiday and his full first scheduled shift after the holiday, unless absent because of legitimate illness,

or pre-scheduled time off that has been previously approved by jail management or any documented emergency subsequently approved by jail management. Employees not scheduled or required to work on a recognized holiday shall be paid their regular scheduled work day at their regular hourly rate for that holiday.

**Section 18.2.** Any Employee required to work, or called to work on one of the recognized holidays is entitled to receive compensation at the rate of one and one-half (1-1/2) times his regular rate of pay, in addition to receiving regular holiday pay.

## **ARTICLE 19**

### **UNIFORMS**

**Section 19.1.** All Employees shall be in complete uniform whenever on duty, pursuant to the Uniformed Corrections Sergeants Uniform/Appearance Policy. The Employer shall provide four (4) uniform shirts and four (4) uniform pairs of pants each year of the Agreement.

**Section 19.2.** The Employer shall provide replacement uniforms, or parts thereof, whenever an Employee's uniform exhibits excessive wear and tear or is damaged during the course of the Employee's performance of his duties. In cases where adequate replacement uniforms are unavailable, the Employer shall provide the Employee with a new uniform or part thereof.

**Section 19.3.** Reimbursement for the repair or replacement of eyeglasses shall be limited to one hundred fifty dollars (\$150.00) per year. Reimbursement for watches shall be limited to twenty – five dollars (\$25.00) per year. Reimbursement shall be made upon the presentation of proof of loss, which shall include the repair or replacement receipt, and the report of the Employee. The Employer shall pay the difference, if any, between the amount of reimbursement from any source of insurance and the actual cost, in the amounts set forth above.

**Section 19.4.** All Employees of the bargaining unit shall receive a three-hundred-dollar (\$300.00) uniform maintenance allowance, payable on or before the second pay period in June of each year of this Agreement.

## **ARTICLE 20**

### **SENIORITY**

**Section 20.1.** For the purpose of this Agreement, seniority shall be defined as the uninterrupted length of continuous service with the Employer and shall be calculated from the date of promotion. "Date of promotion" is defined as the date of appointment as a Correction Officer Sergeant, as indicated in the written notice to the Employee. In the event that more than one Employee has the same date of promotion, the following procedure shall apply:

- a) The Employee who has the higher departmental seniority with the Employer shall have preference in seniority.

**Section 20.2.** An approved leave of absence does not constitute a break in continuous service, provided the Employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave, except as otherwise provided.

**Section 20.3.** An Employee shall lose seniority and continuous service if the Employee:

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

**Section 20.4.** An Employee shall continue to accrue seniority during the following:

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

## **ARTICLE 21**

### **HEALTH AND SAFETY**

**Section 21.1.** This article is intended to define a health and safety policy in an effort to maximize a secure working environment for all Employees. The Employer and the Union recognize their shared responsibility concerning the development and maintenance of safe conditions of employment.

**Section 21.2.** The Employer shall develop a written policy and procedure in regard to health and safety conditions, and such document(s) shall be made available to the Union. It shall be the responsibility of the Safety and Sanitation Department to ensure departmental compliance with such written documents.

**Section 21.3.** The Employer agrees to maintain sanitary, safe and healthful conditions in accordance with federal, state and local laws, standards and regulations. The Union agrees that the Employees shall cooperate in maintaining all such conditions.

**Section 21.4.** It is the responsibility of an Employee to notify his immediate supervisor, in writing, when any unsafe condition exists in the work environment. Such notifications shall be immediately investigated by such supervisor, who shall respond verbally to the

Employee concerning the alleged condition. In the event that the supervisor determines that the conditions are safe and the Employee disagrees, the Employee may request a review of the circumstances by the next level supervisor within the chain of command. In the event that a disagreement persists concerning the level of safety in the work environment, the Employee may request a temporary reassignment until his complaint can be further investigated. In the event that a supervisor determines any condition to be unsafe, the supervisor will correct such condition at the earliest possible time and submit a report to the Safety and Sanitation Supervisor concerning all circumstances.

**Section 21.5.** The Employer will continue to furnish basic emergency first aid for any work-related injuries occurring during working hours. Any such medical first aid provided by the Employer is intended to stabilize the medical condition of the affected Employee until further treatment is obtained via the Employee's health care provider; or for treatment of a life-threatening condition until outside emergency medical personnel are available.

**Section 21.6.** The Employer shall provide appropriate policies, procedures, and training concerning emergency equipment which is located within the facility. Equipment inventory shall be in compliance with the "Minimum Standards for Jails in Ohio" (Ohio Administrative Code Chapter 5120).

**Section 21.7.** There shall be meetings between the Administrative Staff and representatives of the Corrections Sergeants' Unit and the Staff Representative to address health and safety issues. These meetings shall be held upon request at a mutually agreed time with representatives of both parties present. The dates of the meetings will not be absolute due to time restraints but shall require forty-eight (48) hour notification prior to cancellation or time change.

**Section 21.8.** Personal protective clothing and equipment required by the Employer to preserve the health and safety of Employees shall be furnished and maintained by the Employer without cost to Employees. Protective clothing shall be supplied by the Employer to the Employees and shall include but not be limited to disposable gloves, disinfectant, CPR barrier masks, and jackets.

**Section 21.9.** Upon written request, an Employee shall be provided with information on communicable diseases to which the Employee may have routine workplace exposure. Information provided to Employees shall include the symptoms of the diseases, modes of transmission, methods of self-protection, proper workplace procedures, special precautions, and recommendations for immunization where appropriate. The Employer recognizes that some Employees who work with individuals infected with the Hepatitis B virus may be at increased risk of acquiring Hepatitis B infection. In accordance with the U.S. Center for Disease Control guidelines, Hepatitis B vaccinations shall be provided upon request of Employees, including those who have direct contact with institutional or former institutional clients, at no cost to the Employee. If an inmate is found to carry a communicable disease, all appropriate precautions shall be taken. The Employer shall develop a protocol outlining these appropriation precautions and the steps that are to be



taken, and provide it to the Union not less than one (1) year from the expiration of this Agreement (i.e. prior to December 31, 2023).

**Section 21.10.** The Employer agrees to provide physical examinations without cost to Employees when such tests are necessary to determine whether the health of the Employees is being adversely affected by exposure to communicable diseases, harmful physical agents, or toxic materials. The Employer agrees to provide to each Employee the written report of any such medical examination related to occupational exposure. Employees shall be compensated at their regular rate of pay for time utilized in obtaining the physical examination.

**Section 21.11. (A) Reasonable Suspicion Drug/Alcohol Testing:** In the event that a supervisor has reasonable suspicion that an Employee is either mentally or physically disabled impaired due to use of illegal drugs, alcohol, chemical or harmful intoxicants, or any other cause, the Employee shall not be allowed to work pending further medical, security, or toxicological testing and investigation pursuant to the Employer's "Drug Testing Policy", currently contained in the Cuyahoga County Human Resources Employee Handbook. 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. An Employee subjected to the provisions of the Employee Handbook is entitled to union representation. In accordance with that policy, any Employee who reports for duty or works while under the influence of intoxicating drugs or alcohol shall be subject to disciplinary action, including dismissal. If an Employee is mentally or physically disabled because of an adverse reaction to a lawfully prescribed medication, said Employee shall not be allowed to work as scheduled and shall be charged with sick leave for all hours not worked as a result of said disability. Employees shall be placed on administrative leave with pay pending results of the testing; said administrative leave shall not be deducted from any Employee's accrued time.

**(B) Post-Critical Incident Testing:** In the event that an Employee is involved in an on-duty critical incident, the Employee's immediate 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 Employer 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:

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

b. Sample Collection:

- i. The collection of samples shall be performed only by health care professionals who are qualified and authorized to do such collections and meet current D.O.T. collection standards and certification requirements, operating under the direction of the MRO.
- ii. The collection site will operate using non-federal testing that follows the federal model. A sufficient sample will be collected in all cases to provide for split specimen testing.
- iii. The collection site will begin the chain of custody of all samples submitted using the federal model, identifying each specimen through use of an identifying number only with no other Employee information. Identities of each Employee will be kept in the custody of the MRO/collection site.

c. Alcohol Testing:

- i. Preliminary alcohol testing will be by a certified technician as provided for above, using an Evidentiary Breath Testing Instrument.
- ii. A preliminary test result of .04 grams per 210 liters of breath will be considered positive. Preliminary test results that are below .04 shall result in the discontinuation of testing.
- iii. Test results that are positive shall result in an immediate confirmatory test being run. The confirmatory test shall be a second breath alcohol content test unless the Employee requests a blood alcohol content test. A confirmatory test result of .04 grams per 100 ml of blood and/or .04 grams per 210 liters of breath will be considered a positive test result and reported to the MRO.

d. Laboratory Procedures:

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



- ii. Strict chain of custody procedures must be followed for all samples as set by NIDA. A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. All samples must be stored in a scientifically acceptable preservation manner as established by NIDA.
- iii. All positive confirmed samples and related paperwork must be retained by the laboratory for at least one year or for the duration of any grievance, disciplinary action or legal proceedings regarding the sample, whichever is longer. At the conclusion of said period, the sample is to be destroyed along with laboratory maintained paperwork.
- iv. The laboratory is authorized to test only for the following drugs or classes of drugs: marijuana metabolites, cocaine metabolites, opiate metabolites, Phencyclidine and amphetamines. The laboratory shall test only for these substances within the limits of initial and confirmation tests as currently defined by DHHS/SAMHSA. Initial testing will consist of a preliminary immunoassay (EMIT Screen). If initial testing results are negative, testing shall be discontinued.
- v. Under this Agreement, the following cutoff levels shall be used in determining test results as positive or negative:

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

- vi. All initial and confirmatory testing shall be performed at a certified laboratory and not at any individual collection site.
- vii. The laboratory will report to the MRO. Upon receipt of an initial positive test, the MRO shall investigate whether there are other alternative medical explanations. The MRO shall contact the Employee to request a valid prescription or other lawful authorization to use such substance, or to determine whether some other reasonable alternative medical explanation exists. Employees shall have 10 business days to submit such information to the MRO after being contacted. The MRO shall only report a positive result to the Employer in the case where both the preliminary and confirmatory test results are positive as to the same sample *and* the MRO's independent investigation provides no reasonable alternative medical explanation.
- viii. In the event that tests are altered, invalid, diluted positive or positive test results, upon request to the MRO, each covered Employee will be provided with a report of the confirmed positive results of each test that includes the types of tests conducted, the results of each test, the detection level used by the laboratory and any other information provided to the Employer by the laboratory.

e. Change in Testing Procedures:

- i. The parties recognize that during the life of this agreement, there may be improvements in the technology of testing procedures providing for more accurate testing. In that event, 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.
- ii. If the MRO has reported that the results of an Employee's random test are positive, the Employee may be subject to disciplinary action, up to and including removal. This section does not apply to those Employees who have independently sought treatment through any Employer's Employee Assistance Plan or private treatment/medical practitioner prior to notification of the random test. In those cases only, discipline is deferred and the Employee will be subject to proof of fitness for duty and proof of completion of affiliated treatment plans. Employees who are not fit for duty will be reviewed for separation from service, Employees who do not provide proof of completion of affiliated treatment plans may be subject to disciplinary action, up to and including removal.
- iii. Any second failed random test will result in disciplinary action, up to and including removal.

**Section 21.12.** The parties recognize that all Correction Officers Sergeants must be fit to perform their jobs effectively and so that they do not constitute a threat to themselves or others. The County may require that Correction Officer Sergeants take part in reasonable, valid and job-related training to assess an employee's ability to perform actual or simulated job tasks such as, but not limited to, self-defense and other training or assessment that is job-related and consistent with the operational needs of the Employer. Prior to implementing training or assessment pursuant to this Article, the County shall use an expert to certify the validity of the test or assessment measure and shall provide the Union with an opportunity for input. If an employee does not complete and pass required training and/or assessment, he/she shall be given an opportunity to re-train and/or be re-assessed. If an employee subsequently fails to complete and pass training and/or assessment required by the County pursuant to this section of the CBA, he/she shall receive written notification which may be considered for purposes of performance evaluations, and promotions.

## **ARTICLE 22**

### **HEALTHCARE/GROUP INSURANCE**

**Section 22.1.** 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 22.2.** Effective the first day of the first month 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. 2021: 93% Employer, 7% Employee
  - b. 2022: 93% Employer, 7% Employee
  - c. 2023: 93% Employer, 7% Employee

**B) Other Plans**

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

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

**Section 22.3.** 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 22.4.** Effective the first day of the first month following full execution of this Agreement, and through the expiration of this Agreement the Employer shall pay 86% of the costs for the ancillary benefit plans (i.e. vision and dental), and the Employee shall pay 14% of the cost for ancillary benefit plans.

**Section 22.5.** The Employer shall be entitled to increase the cost containment features of the plans which may include, but are not limited to, deductibles, and co-insurance.

**Section 22.6.** 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 22.7.** 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 22.8.** 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 23**

### **EVALUATION OF SHERIFF CORRECTIONS SERGEANTS**

**Section 23.1.** Written performance evaluations shall be completed on all Employees at a minimum of once each calendar year. The general purpose of such evaluation is to review and assess an Employee's job performance pursuant to the position description of the classification. Such position description shall be on file with the appropriate government agency. All completed evaluations shall be maintained by the Employer and shall be available for review by the Employee upon request.

## **ARTICLE 24**

### **EMPLOYEE DISCIPLINE**

**Section 24.1.** Employees covered by this Agreement shall not be disciplined and/or discharged except for just and proper cause.

**Section 24.2.** The Employer shall provide a pre-disciplinary hearing within five (5) days of notification to the Employee and the Union, for an Employee who was alleged to have violated any departmental rules as defined in the Standard Schedule of Disciplinary Offenses and Penalties for Employees of the CCSD or any other successor policy. In the event that the Employer modifies the Standard Schedule of Disciplinary Offenses and Penalties, Employer will meet with the Union to discuss thirty (30) days prior to the implementation of a modified schedule. This hearing shall be conducted by a neutral administrator selected from those administrators not directly in the chain of command of the Employee. The Employer shall elect the neutral administrator. At the pre-disciplinary hearing, the Employee shall be represented by the Union Staff Representative and shall receive at least forty-eight (48) hours' notice prior to the hearing. The Employee or the Employee's representative shall be afforded the opportunity to offer an explanation of any alleged misconduct. A report of the hearing shall be prepared by the hearing administrator. The final determination of the discipline shall be furnished to the employee thirty (30) calendar days from the date of the pre-disciplinary hearing.

**Section 24.3.** The Employer will provide the Employee and the Union with a written notice of the basis for the discipline (including the specifics of the alleged violation, copies of documents and a list of witnesses known at the time who may be used to support the charges, and any and all other public report request made by the Employee or the Union) at least forty eight (48) hours prior to the hearing. The Investigating officer or the Sheriff shall have the sole authority to change or add to or change the recommended discipline and /or alleged violations and/or charges.

**Section 24.4.** In no event shall an investigation be disrupted where circumstances require immediate action. No grievance representative shall be permitted to represent a bargaining unit employee where the representative is directly or indirectly involved in the matter under investigation, or without permission of the staff representative assigned to the bargaining unit.

Bargaining unit employees shall be informed of the nature of the investigation prior to any questioning and shall be informed, to the extent known at the time, whether the investigation is focused on the employee for a potential criminal or administrative charge. In the event the employee desires to produce and/or review other written materials or notes, the employee shall be given an opportunity to secure such documents and report back immediately without causing delay to the investigatory interview.

**Section 24.5.** If it is determined by the Employer that disciplinary action is warranted, such action will be applied in a fair and uniform manner and shall take into account the nature of the violation(s), the Employee's record of discipline, and the Employee's record of performance and conduct. The Employer shall not consider any previous non-attendance related disciplinary action rendered against the Employee which occurred more than twenty-four (24) months preceding the current charge if there has been no other discipline imposed during the preceding twenty-four (24) months; however, any discipline consisting of a verbal or written reprimand which occurred more than twenty-four (24) months preceding the current charge shall not be considered if there has been no other discipline imposed during the preceding twenty-four (24) months. Copies of any disciplinary action rendered shall be given to the Employee, and the Union.

An Employee may appeal any disciplinary action rendered through the Grievance Procedure thereof by filing a written grievance with the Employer within five (5) working days from the date the disciplinary action is imposed. In the case of a suspension or a demotion the grievance may be filed immediately at Step 3 of the grievance procedure.

**Section 24.6.** Investigations of bargaining unit members concerning disciplinary, civil or criminal matters shall be conducted by jail supervisors above the rank of Sergeant.

## **ARTICLE 25**

### **GRIEVANCE PROCEDURE**

**Section 25.1.** The term “grievance” shall mean a written allegation by a bargaining unit member that there has been a breach of this Agreement.

**Section 25.2.** A grievance may be brought by any Employee covered by this Agreement. If a group of bargaining unit Employees desires to file a grievance involving an incident affecting several Employees in the same manner, one Employee shall be selected by the group to process the grievance. Each Employee who desires to be included in such grievance shall be required to sign the grievance. The Union may file a grievance on behalf of the entire bargaining unit, or an individual member for any breach of this Agreement, except for breaches relating to employee discipline.

**Section 25.3.** In disciplinary cases, the Employer’s designee shall be a different individual than the one that presided over the grievant’s pre-disciplinary hearing, if such a hearing occurred. The written grievance shall be submitted on the grievance form and shall contain the following information:

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

**Section 25.4.** The time limitations established in this Article may only be extended by written 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 25.5.** An Employee may elect to have a Union Representative present at any step of the formal grievance process. It is the responsibility of the Employee to notify the Union Rep of each meeting and date and time. No employee who files a grievance shall be subject to reprisal, retaliation or any other negative job consequence.

**Section 25.6.** Each grievance shall be processed in the following manner:

#### **STEP 1. ASSOCIATE WARDEN/ OR WARDEN IN HIS ABSENCE**

An Employee having a grievance will first bring that complaint in writing to the attention of the Employee’s immediate supervisor (i.e. Associate Warden or



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

#### **STEP 2. SHERIFF OR DESIGNEE**

If the grievance is not satisfactorily settled at Step 1, it must be forwarded to the Sheriff within five (5) working days. Upon receipt of a written grievance which has been processed through Step 1 of this procedure, the Sheriff or designee shall schedule a formal meeting within seven (7) working days between himself, the aggrieved Employee, the Union Representative, and a Union steward, or may reduce the answer to writing after the investigation. Prior to this meeting, and or decision taking place, the Sheriff or designee shall investigate the allegation(s) contained in the grievance. The Sheriff or designee shall provide the aggrieved Employee and the Union Representative with a written response to the grievance within ten (10) working days after the above meeting.

#### **STEP 3. DEPARTMENT OF HUMAN RESOURCES**

If the grievance is not satisfactorily settled at Step 2, it must be forwarded to the County Department of Human Resources within five (5) working days. Upon receipt of a written grievance that has been processed through Step 2 of this Procedure, the Director of Human Resources or his designee shall schedule a formal meeting with the Employee filing the grievance, the Union Representative, and a Union steward, if requested in accordance with this Article, within seven (7) working days. Prior to this meeting taking place, the Director of Human Resources or his designee shall investigate the allegation(s) contained in the grievance. The Director of Human Resources or his designee shall provide the Employee and the Union Representative with a written response to the grievance within ten (10) working days after the above meeting.

#### **STEP 4. ARBITRATION**

If the grievance is not answered to the Union's satisfaction in Step 3, the Union may make a written request that the grievance be submitted to final and binding arbitration. Individual employees may not submit a grievance to arbitration. Requests for arbitration must be submitted to the County Law Department within thirty (30) calendar days following the date the grievance was answered in Step 3. In the event the grievance is not referred to arbitration within such time limit, the grievance shall be considered resolved based upon the Employer's Step 3 response.

**Section 25.7.** When a timely request for arbitration is submitted, the Union and the County Law Director or his designee shall attempt to select an arbitrator by mutual agreement. If the parties are unable to agree upon an arbitrator, then the Federal Mediation & Conciliation Service (FMCS) shall be requested to submit a panel of seven (7) qualified arbitrators, limited to the FMCS sub-region for Northern Ohio. The Union shall be responsible for the initial cost of the panel. If an arbitrator's panel is not requested by the union within thirty (30) days of the Employer's final response to the grievance at Step 3), the arbitration request will be deemed dropped and the Step 3 answer will be considered final. Each party has the right to request a second panel, one time each, for each grievance advanced to this step. The requesting party will be responsible for the full cost of such panel. Failing to mutually agree upon an arbitrator from the panel, the parties shall strike names alternately, with the Union's right to strike the first name. All decisions reached by the arbitrator shall be final and binding on both parties with the fee and expenses charged by the arbitrator to be borne equally by the parties. Each party shall pay the cost of its own representatives and witnesses unless the employee is already on duty; then they shall not suffer loss of pay.

The arbitrator shall not have the power to add to or subtract from or modify any of the terms of this Agreement, or any supplemental Agreement. The arbitrator's function shall be to determine whether any provision of the Agreement has been violated by an interpretation or application of the Agreement. Back pay awards may not be retroactive to any period preceding the date on which the grievance was submitted to the first applicable step of the grievance procedure. The arbitrator shall render a decision within thirty (30) days from the last date evidence was submitted unless additional time is requested by him and mutually agreed to by the parties.

## **ARTICLE 26**

### **PROMOTIONAL EXAMINATIONS**

**Section 26.1.** For the purpose of promotions into the Corrections Sergeants Unit, the Employer agrees that a request shall be made to the appropriate governmental agency, or some other private, independent testing entity, to conduct promotional examinations within the boundaries of Cuyahoga County. The Employer will maintain from such entity a current eligibility list for a period of two (2) years. No Employee with less than two (2) years of continuous, uninterrupted service with the Employer in the Corporals' bargaining unit shall be eligible to sit for a promotional examination.

**Section 26.2.** The Employer shall appoint from the "rule of three" on the eligibility list, as established as a result of the examination, however if there are less than three applicants the Employer may choose from less than three.

**Section 26.3.** The Employer shall provide the Union with notification of all requests and schedules for promotional examinations at the time that the request or schedule is made. The Employer shall provide a list of applicable references and make available study



material used in connection with the examination, where applicable or as determined by the testing entity. Upon receipt by the Employer, the Union shall be provided with a copy of the certified eligibility list generated from the results of the promotional examination.

## **ARTICLE 27**

### **PROMOTION OUT OF THE UNIT**

**Section 27.1.** An Employee promoted to a position outside of the bargaining unit who is later deprived of that position and is returned to regular work within the bargaining unit shall have his name immediately restored to the bargaining unit seniority list with all seniority held at the time of promotion, but not accumulated, while in the promoted position.

**Section 27.2.** The Employer shall notify the Union of those Employees who are promoted out of the bargaining unit. This notice shall include date of leaving, seniority date, and position to which the Employee has been promoted. If the Employee is returned to the bargaining unit, the Employer shall notify the Union of the date of such return.

## **ARTICLE 28**

### **PERSONNEL RECORDS**

**Section 28.1.** Employees will be permitted to view the contents of their personnel file with a member of the Human Resources Department after first making an appointment to do such with that office. Employees who are on duty during Human Resources' hours of operation must obtain written permission from their immediate supervisor to view their file while on duty. Such permission shall not be unreasonably withheld, unless operational and/or staffing needs preclude it.

**Section 28.2.** Employees may receive copies of any documents in their personnel file at the actual cost of reproduction (e.g., materials, equipment, and other items incidental to the reproduction process), but not to exceed the cost included in the applicable public records current policy.

**Section 28.3.** Employees will receive prompt notification any time an inquiry is made to view their personnel file, unless the request is made by Correction Center supervisory personnel, a member of the executive staff of the Sheriff, or a duly authorized management member of the County.

**Section 28.4.** At the Employee's request, any discipline in that Employee's personnel file that is beyond any "reckoning period" contained in either this Agreement or the "Standard Schedule of Disciplinary Offenses for Employees of the Cuyahoga County Sheriff's Department" shall contain a notation to that fact.

## **ARTICLE 29**

### **USE OF PERSONAL VEHICLES /PARKING**

**Section 29.1.** Bargaining unit Employees shall not be required to utilize their personal vehicles during the performance of their duties.

**Section 29.2.** The Employer shall continue the present parking arrangement, as of April 1, 2011 in the Sheriff's garage, P2 level in its current form as it is presently administered for all bargaining unit members. The Employer shall reserve six (6) parking spots for the Correction Sergeants' Unit.

## **ARTICLE 30**

### **OUTSIDE EMPLOYMENT**

**Section 30.1.** Employees shall apply to the Employer and obtain the Employer's written permission prior to engaging in employment outside the Sheriff's Department. The granting or denial of such requests shall be governed by the following criteria:

- a) The outside employment may not be such as would in any manner adversely affect or interfere with the Employee's performance of duties for the Sheriff's Department.
- b) The outside employment may not create an actual conflict of interest or the appearance of a conflict of interest with the operations of the Sheriff's Department.
- c) The outside employment may not be such as would create an appearance of impropriety.
- d) The outside employment may not be at a place of business where any principal or officer of the business or the business itself has been convicted of or is under investigation for serious criminal conduct.
- e) The outside employment may not involve more than thirty (30) hours of work per week.
- f) Employees seeking outside employment shall provide the Employer with evidence that liability insurance satisfactory to the Employer or a hold harmless agreement satisfactory to the Employer has been secured which shall hold the Employer, Cuyahoga County and their representatives, harmless from any actions or inactions arising out of the Employee's outside employment.

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

**Section 30.2.** Requests shall be approved by the Employer prior to the commencement of outside employment and such applications shall be renewed annually thereafter. Requests for approval will be acted upon by the Employer as soon as is practicable. The Employer shall have the right to rescind previously granted permission for outside employment upon a change of circumstances and in accordance with the criteria set forth above in this Article.

## **ARTICLE 31**

### **LAYOFF AND RECALL**

**Section 31.1.** 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 31.2.** Whenever it becomes necessary to reduce the workforce, the Employer shall lay off Employees or abolish their positions only for reasons provided in Section 124.321 of the Ohio Revised Code. The Employer shall determine when a layoff or reduction will occur.

**Section 31.3.** Bargaining unit Employee (s) with the least time in rank of Sergeant will be laid off first. In the event that more than one employee has the same date of promotions to Sergeant, the established seniority list will be used to determine the most senior Employee.

**Section 31.4.** Laid off Employees shall have the right to displace employees within the classification the Employee held immediately prior to holding the classification from which the Employee was laid off. Employees shall notify the appointing authority of their intention to exercise their displacement rights within five (5) days after receiving notice of layoff. Laid off Employees who have been displaced to a lower classification retain their reinstatement rights for five (5) years. Employees shall exercise their reinstatement rights in the inverse order of layoff.

**Section 31.5.** The Employer shall post an up-to-date seniority list annually. Said list shall remain posted for a fourteen (14) day calendar period and shall include Employees' names and initial dates of hire. After posting the list, any errors which are brought to the attention of the Employer within thirty (30) days of posting shall be corrected. It is the Employee's responsibility to check these lists for accuracy and request correction of

errors in a timely manner. Otherwise, the Employer may rely upon the information in such lists.

**Section 31.6.** If a Sergeant is reduced or the subject of lay-off or job abolishment, he shall be placed in the Corrections Corporal classification.

**Section 31.7.** Notice of recall shall be sent to the Employee by certified or registered mail. The Employer shall be deemed to have fulfilled its obligations by completing each of the following:

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

**Section 31.8.** The recalled Employee shall have five (5) calendar days, following the date of receipt of the recall notice, to notify the Employer of his intention to return to work and shall have seven (7) calendar days, following the date of receipt of the recall notice, to report for duty, unless a different date for returning to work is specified in the notice.

## **ARTICLE 32**

### **SICK LEAVE**

**Section 32.1.** 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, Unused sick leave may be carried forward from one calendar year to the next without limitation. Employees shall continue to accrue sick leave when they are on paid leaves of absence.

**Section 32.2.** An Employee who is unable to report for work and who is not on a previously approved day of vacation, sick leave, or leave of absence shall be responsible for notifying the Employer at least one (1) hour prior to the Employee's scheduled work assignment, unless emergency conditions prevent such notification. In the case of a condition exceeding seven (7) consecutive calendar days for those working a twelve (12) hour rotation, and condition exceeding three (3) days for those employees working an eight (8) hour rotation a physician's statement specifying the Employee's inability to report to work and the probable date of return to work shall be required, and the following shall apply:

- 1) When hospitalization is required, the Employee shall be responsible for notifying the Employer upon admission to and discharge from, such hospital unless emergency conditions prevent such notification.

**Section 32.3.** With the approval of the Employer, sick leave may be used by the Employee for the following reasons:

- 1) Illness, injury, pregnancy-related condition of the Employee or members of the Employee's immediate family where the Employee's presence is reasonably necessary for the health and welfare of the Employee or affected family member;
- 2) Exposure to contagious disease which could jeopardize the health of other Employees;
- 3) Examination or treatment of an Employee, or member of his immediate family, where the Employee's presence is reasonably necessary including medical, psychological, dental, or optical examination by an appropriate practitioner.

For purposes of this section, definition of "immediate family" shall include: spouse, domestic partner, 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 other person who has an "in loco parentis" relationship with the employee, or any other relatives residing with the employee.

**Section 32.4.** The Employees shall submit a written and signed statement for the request and justification of sick leave, through the County's web based timekeeping system (currently MyHR) to the Employer within forty eight (48) hours of return to duty.

**Section 32.5.** Falsification of either the signed statement or a physician's certificate or application for use of sick leave with the intent to defraud shall be grounds for disciplinary action, up to and including termination.

**Section 32.6.** The Employer may require that an Employee submit to a medical and/or psychological examination in order to determine the Employee's capability to perform the Employee's position. Such examination shall be conducted by a physician or licensed practitioner designated by the Employer, and the cost of the examination shall be paid by the Employer. If found to be unfit for duty by a qualified physician, the Employee may be placed on sick leave, light duty assignment, leave of absence without pay, or disability separation.

**Section 32.7.** If any disabling illness or injury continues past the time for which an Employee has accumulated sick leave, the Employer shall authorize a leave of absence without pay for a period of up to six (6) months upon the presentation of evidence as to the probable date for return to active work status. The Employee must demonstrate that the probable length of disability will not exceed six (6) months. If the Employee is unable to return to active work status with the six (6) month period due to the same disabling illness, injury, or condition, the Employer shall be given a disability separation. A medical examination or satisfactory written documentation substantiating the cause, nature, and extent of such illness, injury or condition shall be required prior to the

granting to such leave of absence or disability separation unless the Employee is hospitalized at the time of request.

**Section 32.8.** The Employer may require a medical examination of the Employee to substantiate the leave of absence without pay or disability separation; the Employer shall bear the cost of such examination.

**Section 32.9.** Unless otherwise approved by the Employer, only accumulated sick leave may be utilized for compensation of an approved absence, as defined in Section 3 of this article.

**Section 32.10.** Provided an Employee maintains a sick leave balance of one-hundred (100) hours an Employee who uses no sick time, and has no attendance violations as defined by the Employer's AWOL policy for a six (6) month period (January 1 – June 30: July 1 – December 31), will be permitted to convert three (3) sick days to three (3) vacation days.

## **ARTICLE 33**

### **SICK LEAVE DONATION**

**Section 33.1.** 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 33.2.** When an Employee or someone on his behalf requests sick leave donation, written notification shall be made to the Employer's designee. The Employer's designee will then post a notice for ten (10) working days (excluding Saturdays, Sundays and holidays) informing Employees about the request for sick leave donations. No donations shall be made after ten (10) working days. All donations are voluntary.

**Section 33.3.** A bargaining unit member may donate sick leave, provided that the donor Employee:

- a) Voluntarily elects to donate the leave and does so with the understanding that the donated leave time will not be returned;
- b) Donates a minimum of one (1) hour and does not exceed forty (40) hours per calendar year. Donations must be in full hour increments;
- c) Retains a minimum of thirty-six (36) hours of accrued sick leave at the time of donation;
- d) Completes a leave donation form identifying the recipient Employee, the number of hours being donated and certifying that the leave donated is voluntary.

The Employer will not solicit leave donations from Employees; the Union and/or bargaining unit members will be responsible for solicitation of donations and completion



of the necessary documentation. The donation of sick leave time will occur strictly on a voluntary basis. No Employee can be forced or coerced to donate. Any Employee who feels they are being pressured to donate should contact the Employer.

## **ARTICLE 34**

### **VACATION LEAVE**

**Section 34.1.** Vacation accrual for full-time employees shall be computed as follows:

<b>Length of Ohio Public Service Completed</b>	<b>Accrual Rate (hours earned per 80 hours in active status)</b>	<b>Annual Amount (hours earned per 2080 hours in active pay status)</b>	<b>Maximum Accrual Balance (total hours)</b>
Less than 1 year	3.1	80 hours	N/A
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 34.2.** Vacation leave shall be taken by the Employee during the year in which it earned and prior to the next recurrence of the anniversary date of employment. The Employer shall permit an Employee to accumulate and carry over his vacation leave to the following year. No vacation leave shall be carried over for more than three (3) years. Any vacation leave not carried over will be paid on the Employee's anniversary at the applicable rate of pay.

**Section 34.3.** An Employee is entitled to compensation, at his current rate of pay, for the prorated portion of any earned but unused vacation leave for the current year to his credit at time of termination of employment.

## **ARTICLE 35**

### **USE OF VACATION LEAVE**

**Section 35.1.** Vacation leave shall be taken only at the time mutually agreed to by the Employer and the Employee. With approval, Employees may use vacation time in one (1) hour increments, if staffing permits. The Employer shall approve or deny a request within two (2) weeks. Once annually, an Employee can combine any unused vacation balances of less than twelve (12) hours with available compensatory time to equal on full

vacation day, or use the balance of less than twelve (12) hours on a no/pay AWOL basis. Vacation leave shall be granted with preference to Employees with the greatest classification seniority.

## **ARTICLE 36**

### **ON-DUTY INJURY/ILLNESS LEAVE**

**Section 36.1.** In the event an Employee is absent due to a disabling injury incurred on duty during an actual physical interaction with an inmate or while directly responding to a call for assistance, the Employee shall be carried on the payroll of the Employer for the period of disability, providing the extent of such injury or disability prevents such person from performing those duties as may be assigned with or without a reasonable accommodation and, provided further, such period shall not exceed one hundred twenty (120) calendar days. The injury shall not be the result of negligence, carelessness, or recklessness by the employee. In order to be eligible, the Employee must submit an Employee injury report and a written statement from the attending physician or medical authority which:

- (1) Verifies the disability;
- (2) Indicates the cause of the injury;
- (3) Indicates that the Employee is unable to perform the assigned duties with or without a reasonable accomodation;
- (4) States the Employee's expected date of return to duty.

A written statement from the attending physician or medical authority shall be submitted by the Employee to the Employer and shall set forth the nature of the injury and that the Employee is unable to return to regular duty.

**Section 36.2.** If an employee returns to work prior to the expiration of the original one hundred twenty (120) calendar period and then is disabled at a later date due to the same or similar injury, the same terms and conditions as set forth above, including a written statement from an attending physician or medical authority, shall apply.

The Employee may use the unused portion of the original one hundred twenty (120) calendar day period until such remaining injury leave is exhausted.

**Section 36.3.** At the Employer's discretion, an Employee on an approved injury leave, as set forth above, may be required to work or be assigned other duties or limited duty during the period of disability at the Employee's regular rate of compensation, provided, in the opinion of the Employer's physician or medical authority, the Employee is sufficiently recovered from such injury to perform the assigned duties. If the Employee physician's opinion differs from that of the Employer's physician, the Employer shall select and pay a third physician whose opinion shall govern.



**Section 36.4.** Injury leave shall be granted in not less than whole hours, with a fraction of an hour being counted as the next full hour.

## **ARTICLE 37**

### **STRESS LEAVE**

**Section 37.1.** When an Employee is involved in an on-duty critical incident (i.e. inmate death or suicide, hostage situation or attempted suicide) resulting in serious physical injury or death to the inmate or to the Employee's co-worker, the Employee will be relieved of duty, with no loss of pay, for the remainder of the shift. If additional stress leave is requested by the Employee, or is determined by the County to be necessary, the Employee shall be subject to a mandatory referral to the Employee Assistance Program, counseling, and/or evaluation from a mental health professional (e.g. via the Employee Assistance Program or other providers determined by the County).

## **ARTICLE 38**

### **BEREAVEMENT LEAVE**

**Section 38.1.** Bereavement leave shall be provided in accordance with the County's Employee Handbook. Any change to the Handbook regarding bereavement leave shall be applicable to bargaining unit employees.

**Section 38.2.** In no event shall the benefits offered under this Article fall less than the language as it existed in the 2018-2020 Collective Bargaining Agreement, Article 38.

## **ARTICLE 39**

### **COURT LEAVE/JURY DUTY LEAVE**

**Section 39.1.** 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 39.2.** The Employee shall submit any and all fees issued by the court, board, or other legally constituted body to the Employer to be eligible to receive full pay.

**Section 39.3.** An Employee who attends a Bureau of Worker's Compensation or Industrial Commission hearing or medical evaluation/review which is the result of an appeal initiated by the Employer shall not suffer any loss of benefits. In the event the claim is ultimately disallowed by the Bureau of Worker's Compensation or Industrial Commission, the Employer may seek reimbursement from the Employee's accrued leave on an hour-for-hour basis or if no leave is available, a reduction in pay at the hourly rate at the time of the hearing.

## **ARTICLE 40**

### **PERSONAL COURT LEAVES**

**Section 40.1.** An Employee who is appearing before a court or other legally constituted body in a matter in which the Employee is a party may be granted vacation, holiday or compensatory time by the Employer, upon seven (7) days advance written notice to the Employer. Such instances include, but are not limited to, criminal or civil matters, traffic court, divorce proceedings, juvenile court as parent or guardian of juvenile, and tax matters. In the event that seven (7) days' written notice is impracticable, the Employee shall notify his immediate supervisor immediately upon receipt of the notice of court appearance.

**Section 40.2.** The Employee shall submit a copy of the summons, subpoena, or other documentation prior to the effective date of any leave.

## **ARTICLE 41**

### **MILITARY LEAVE WITH PAY**

**Section 41.1.** Employees shall be granted Military Leave in accordance with all State and Federal Standards.

## **ARTICLE 42**

### **EDUCATIONAL LEAVE AND TRAINING**

**Section 42.1.** An Employee shall be allowed mandatory or Employer approved time off from their position without loss of pay for the purpose of taking mandatory or Employer-approved courses or training at an approved institution, to include Peace Officer's training. The maximum time off may not exceed more than ten (10) hours per week unless otherwise approved by the Employer. If written approval was obtained before the beginning of the course, tuition expenses only may be reimbursed upon satisfactory completion of the curriculum.

**Section 42.2.** Any educational information received by the Employer as to job-related courses, shall be made available to the Employees by posting it on the Union bulletin board. The Employer reserves the right to limit the number of Employees who may be given time off without loss of pay to attend these courses offered.

## **ARTICLE 43**

### **LEAVES OF ABSENCE WITHOUT PAY**

**Section 43.1.** 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 probationary period. Such leave is not to exceed six (6) months. Applications for such leave shall be made in writing at least fourteen (14) calendar days prior to the beginning of said leave unless emergency conditions prevent such notice. The application shall state reason(s) for requesting the leave of absence, any associated documentation, and the days for which the leave is being requested.

**Section 43.2.** If it is found that a leave is not actually being used for the purpose for which it is granted, the Employee shall be subject to termination.

**Section 43.3.** An Employee who fails to return to duty upon completion or cancellation of a leave of absence without pay, without written explanation which has been approved by the Employer, may be subject to disciplinary action. An Employee who fails to return to service from a leave of absence without pay, and is subsequently removed from service, is deemed to have a termination date corresponding to the starting date of the leave of absence. An Employee who desires to request an extension of a prior approved leave of absence shall personally appear, when feasible, at the Human Resources Department no later than seven (7) calendar days prior to the expiration of the leave and submit a written application for extension of leave. The application is subject to review and approval by the Employer.

**Section 43.4.** 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 43.5.** If the Employer has reason to believe that an Employee cannot perform the duties of the assigned position, the Employer may require that such Employee undergo a medical examination. The Employer shall pay for the examination and shall direct the Employee to utilize a specific physician for the purposes of such examination. Following such examination, the physician must submit a certificate to the Employer which states that the Employee is able to return to work, and a specific date of return, and that the Employee is able to perform all job responsibilities of the classification. If the physician does not certify that the Employee is able to return to work and perform job duties pursuant to the Employee's job description, such Employee shall begin unpaid leave or sick leave at the Employee's option.

## **ARTICLE 44**

### **PREGNANCY NOTIFICATION & MATERNITY LEAVE**

**Section 44.1.** The Employee will notify her immediate supervisor of her pregnancy as soon as she knows she is pregnant and will furnish written confirmation from her physician indicating estimated date of birth.

**Section 44.2.** With her physician's written approval, a pregnant Employee will be permitted to work as long as she is able to perform the regular duties of her assigned position, including the ability to be outfitted with all necessary equipment.

**Section 44.3.** If the Employer has reason to believe that a pregnant Employee cannot perform the duties of the assigned position, the Employer may require that such Employee undergo a medical examination. The Employer shall pay for the examination. The Employee shall have the option of her private physician or the physician elected by the Employer. In the event of a dispute regarding the results of the examination, the Union and the Employer shall select an impartial physician to examine the Employee. The result shall be determined from the impartial physician's findings.

**Section 44.4.** Upon request and thirty (30) day notification, or as soon as practicable if circumstances dictate otherwise, a pregnant Employee shall be granted leave of absence from work for maternity purposes. Each Employee who requests such leave must submit a physician's certificate stating the probable period for which the Employee will be unable to perform her duties. The Employee, at her option, may utilize any or all of her accrued sick leave for maternity purposes. The Employee may also request approval for the Employer to utilize other forms of accrued employment time.

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

**Section 44.5.** The Employee will be reinstated with full seniority, provided the Employee contacts the Employer within thirty (30) days after the date of birth and indicates a return-to-work date, consistent with the leave durations outlined in Section 4, and, further, provides a written release from her physician to return to full duty.

## **ARTICLE 45**

### **RETIREMENT**

**Section 45.1.** Employees shall receive the retirement plan governed by the Public Employees Retirement System (PERS) as is currently in effect and amended hereafter.

The Employer shall continue the current salary reduction plan pursuant to PERS rules and Section 401(A) and 501(A) of the Internal Revenue Code, which provides for public employee pension plans to receive tax deferred status.

**Section 45.2.** When an Employee retires with ten or more years of service time with the Cuyahoga County Sheriff's Department, the Employee may elect to be paid for unused accumulated sick leave in accordance with the following schedule:

**Years of Service:**

10 to 15	25% up to 240 hours
16 to 20	25% up to 480 hours
21 +	25% up to 720 hours

**ARTICLE 46**

**GROOMING**

**Section 1.** All officers must wear their hair in a neat and clean manner. A mustache and/or a beard is permitted. The mustache and/or beard must be clean, neatly trimmed and must present in a professional manner. The officer's neck must remain clean shaven. Artistic designs or clumps of hair are not permitted.

**ARTICLE 47**

**PERSONAL LIABILITY**

**Section 1.** The County will indemnify all Employees in this bargaining unit in accordance with applicable State law.

**ARTICLE 48**

**ROLL CALL**

**Section 48.1.** Employees assigned to Roll Call Activity, specifically the jail assignment or roster shift assignment or any pre-shift or post-shift job responsibilities, shall complete an overtime request form and shall be compensated for such activities for a minimum of fifteen (15) minutes at the overtime rate of pay pursuant to the "Hours of Work/Overtime" provisions in Article 14 of this Agreement. Employees have the option to credit such hours pursuant to the compensatory time provisions in Section 14.4 of this Agreement.

## **ARTICLE 49**

### **WAIVER IN CASE OF EMERGENCY**

**Section 46.1.** In cases of emergency declared by the appropriate governmental authority such as civil disorder, the following conditions of this Agreement shall automatically be suspended:

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

**Section 46.2.** Upon the termination of the emergency, if valid grievances exist, they shall be processed in accordance with the "Grievance Procedure" article of this Agreement and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed.

## **ARTICLE 50**

### **CONDITIONS OF AGREEMENT**

**Section 47.1.** No agreement, alteration, variation, waiver, or modification or any of the terms of conditions contained herein shall be made by an Employee or group of Employees with the Employer and no amendment or revision of any of the terms or conditions contained herein shall be binding upon the parties hereto unless executed in writing by the parties hereto. However, any interpretation or application of any provision of this Agreement agreed upon between the Employer and the Union in writing shall be binding upon all Employees. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

**Section 47.2.** The Employer and the Union acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**Section 47.3.** The Employer and the Union acknowledge that this Agreement, and any supplement thereto, embody the complete and final understanding reached by the parties as to the wages, hours, and all other terms and conditions of employment of all Employees covered by this Agreement. Neither party intends to be bound or obligated except to the extent that it has expressly so agreed herein, and this Agreement shall be strictly construed.



## **ARTICLE 51**

### **REPRODUCTION AND DISTRIBUTION OF AGREEMENT**

**Section 48.1.** The Union, upon the ratification and signing of the Agreement by the parties, shall arrange for the reproduction of this Agreement in booklet form.

**Section 48.2.** The Union shall arrange for booklets to be printed and shall be responsible for distribution to the members of the bargaining unit. The Employer shall also maintain a sufficient inventory of this Agreement, and shall be responsible for its distribution to new members of the bargaining unit.

**Section 48.3.** Copies of this Agreement shall be distributed to the Employees within sixty (60) days after all parties have executed this Agreement. It shall be the responsibility of the Employer to post a copy of this Agreement online via the Law Department's website.

## **ARTICLE 52**

### **DURATION**

**Section 49.1.** This Agreement shall be effective as of January 1, 2021 and shall remain in full force and effect until December 31, 2023.

**Section 49.2.** If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred fifty (150) calendar days nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.


**Section 49.3.** The parties acknowledge that during the negotiations which resulted 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. The provisions of this Agreement constitute the entire agreement between the Employer and the FOP/OLC and all prior agreements, either oral or written, are hereby canceled. Therefore, the Employer and the FOP/OLC each voluntarily and unequivocally waive the right and each agrees that the other shall not be obligated to bargain collectively on any subject matter for the life of this Agreement, unless specifically addressed within the provisions of the current Agreement.




**SIGNATURE PAGE**

**APPROVED:**

**FOR CUYAHOGA COUNTY:**

  
\_\_\_\_\_  
ARMOND BUDISH  
Cuyahoga County Executive  
Date: 2-9-22

  
\_\_\_\_\_  
CHRISTOPHER PAUL VILAND  
Sheriff of Cuyahoga County  
Date: 02-08-2022

**FOR THE UNION:**

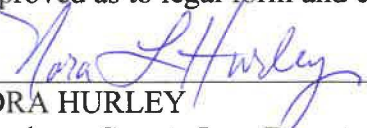
\_\_\_\_\_  
LUCY DINARDO  
FOP/OLC Staff Representative  
Date: \_\_\_\_\_

\_\_\_\_\_  
BRIAN WILLIAMS  
Date: \_\_\_\_\_

\_\_\_\_\_  
UNION COMMITTEE MEMBER  
Date: \_\_\_\_\_

\_\_\_\_\_  
UNION COMMITTEE MEMBER  
Date: \_\_\_\_\_

Approved as to legal form and correctness:

  
\_\_\_\_\_  
NORA HURLEY  
Cuyahoga County Law Department

**SIGNATURE PAGE**

**APPROVED:**

**FOR CUYAHOGA COUNTY:**

\_\_\_\_\_  
**ARMOND BUDISH**  
Cuyahoga County Executive  
Date: \_\_\_\_\_

\_\_\_\_\_  
**CHRISTOPHER PAUL VILAND**  
Sheriff of Cuyahoga County  
Date: \_\_\_\_\_

**FOR THE UNION:**

  
\_\_\_\_\_  
**LUCY DINARDO**  
FOP/OLC Staff Representative  
Date: \_\_\_\_\_

  
\_\_\_\_\_  
**BRIAN WILLIAMS**  
Date: 2/07/2022

  
\_\_\_\_\_  
**UNION COMMITTEE MEMBER**  
Date: 2/7/2022

  
\_\_\_\_\_  
**UNION COMMITTEE MEMBER**  
Date: 2/7/22

Approved as to legal form and correctness:

\_\_\_\_\_  
**NORA HURLEY**  
Cuyahoga County Law Department