

COLLECTIVE BARGAINING AGREEMENT

BETWEEN:

THE COUNTY OF CUYAHOGA

AND THE

**OHIO PATROLMEN'S BENEVOLENT
ASSOCIATION**

FOR THE

**CORRECTION OFFICERS'
BARGAINING UNIT**

SHERIFF'S DEPARTMENT

01/01/23 – 12/31/25

CORRECTION OFFICERS' CBA

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SECTION I. INTRODUCTORY

Article 1: PREAMBLE

This is an agreement between Cuyahoga County, herein further known as the “Employer” and the Ohio Patrolmen’s Benevolent Association, hereafter known as the “Union” representing employees, defined herein as Correction Officers and hereafter known as “employees” in the Cuyahoga County Sheriff’s Department, located at 1215 West 3rd Street, Cleveland, Ohio 44113, or any other location that is used in the normal use of everyday business conducted by the Cuyahoga County Sheriff’s Department.

Article 2: PURPOSE OF AGREEMENT

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

Article 3: PLEDGE AGAINST DISCRIMINATION

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

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

Article 4: MANAGEMENT RIGHTS

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

- 1) The right to determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, its standards of services, its overall budget, its utilization of technology and organizational structure;
- 2) The right to direct, supervise, evaluate and hire employees;
- 3) The right to maintain and improve the efficiency and effectiveness of operations;

- 4) The right to determine the overall methods, process, means and personnel by which operations are to be conducted;
- 5) The right to suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, and retain employees;
- 6) The right to determine the adequacy and size of the work force;
- 7) The right to determine the overall mission of the Employer as a unit of government;
- 8) The right to effectively manage the work force;
- 9) The right to take actions to carry out the mission of the public employer as a governmental unit.

SECTION II. UNION-RELATED

Article 5: UNION RECOGNITION

SECTION 1. The Employer hereby recognizes the Union as the sole collective bargaining agent with respect to wages, hours, terms and other conditions of employment for all Correction Officers as described by the State Employment Relations Board (SERB), Case No. 2011-REP-10-0111, certified March 20, 2012, but excluding: Corporals and above, Deputy Sheriffs, and Supervisory and Management level personnel as defined by SERB.

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

SECTION 3. Any terms of this Agreement reached between the Employer and the Union are binding upon all Correction Officers not excluded in Section 1 above and cannot be changed by either individual employees or the management of the Cuyahoga County Sheriff's Department.

Article 6: UNION RIGHTS

SECTION 1. The parties agree and acknowledge that the Employer has provided the Union with copies of all policy and procedure manuals, rules and regulations manuals, and employee handbooks relative to this Unit. The Employer agrees to provide the Union, through the Business Agent, with a copy of any changes or amendments made to these documents during the term of this Agreement.

SECTION 2. A member of the bargaining unit and OPBA Representative designated by

the Union shall be afforded the opportunity to speak to newly-hired Correction Officers regarding Union business.

SECTION 3. The Union agrees to furnish the Employer with six (6) copies of the Union constitution and other non-confidential information applicable to this unit within sixty (60) days after the signing of this Agreement.

Article 7: PROBATIONARY PERIOD

SECTION 1. Employees entering this Unit are probationary employees for a period of 180 days. The probationary period may be extended by the Employer up to an additional 180 days upon written notice with an explanation to the employee and the Union. The Union may represent probationary and non-probationary employees. Unless mutually agreed upon in writing, there shall be no extension of the probationary period other than for leave of absence of that employee during the period.

SECTION 2. A newly hired probationary employee shall be afforded Union representation upon employment. Any probationary employee discharged shall not be subject to arbitration and the Employer's decision is final.

Article 8: UNION REPRESENTATION

SECTION 1. For the purpose of processing grievances and collective bargaining, the Union shall be represented by thirteen (13) directors, who shall all be elected by members of the Union from the Cuyahoga County Correction Officers. The Union shall make every effort to have at least one director available on the primary shifts. No Employee shall be permitted to serve as Union director who has less than one (1) year employment with the Cuyahoga County Sheriff's Department. The terms "director" and "steward" will be combined to the term "director" as far as powers and duties of the representative in relationship to the Employer. The bargaining unit shall still maintain five (5) bargaining committee members who may or may not also hold the position of director.

SECTION 2. The Union shall supply the designee of the Department of Human Resources with an updated list of the names of the stewards and alternate stewards that represent this unit, as well as the staff attorney(s) and/or agents designated to represent the Union, on the effective date of this Agreement and at any time thereafter that change occurs.

SECTION 3. A representative of the Union shall be permitted on the premises of the Sheriff's Department to meet with the Union directors. The Union agrees that such visits will be kept to a minimum, and shall be held in non-working areas of the jail whenever possible.

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

who is working overtime and attends a meeting during his/her overtime period will report back to this assignment post to complete his/her unfinished overtime assignment. All directors investigating or processing a grievance shall first notify and receive approval from their immediate supervisor/Corporal prior to beginning any such activity; permission shall not be unreasonably withheld.

Each Union director shall be allowed to attend grievance and other Union-related events while that director is on-duty, with no loss of pay. In the event a director has to attend an arbitration hearing while off-duty, the director will be paid for the period of time spent at any hearing, but in any event the rate of compensation will not be less than a minimum of one (1) hour.

SECTION 5. Members of the Union's bargaining committee shall be granted time away from duty without loss of straight-time pay or benefits for the purpose of contract negotiations with the employer. However, the Union shall reimburse the Employer for all hourly wages paid to bargaining unit members participating in said negotiations under this section.

Article 9: UNION SECURITY/CHECKOFF OF MEMBERSHIP DUES

SECTION 1. The Employer agrees to deduct from the wages of any employee who is a member of the Union all Union membership dues. The Union shall notify the County in writing of the amount of the dues and any changes in dues or membership.

SECTION 2. In the case of employees being rehired, or returning to work after a layoff or leave of absence, or transferred back into the bargaining unit, who previously have properly executed authorization for check-off of dues forms, deductions will be made for initiation fee, membership dues and reasonable assessments.

SECTION 3. Where the employee or the Union has delivered to the Employer proper legal, voluntary written authorization for such deductions, the Employer will deduct from the pay of each employee, during the life of this Agreement, all Union initiation fees, reasonable assessments and monthly dues. A check for such monies shall be forwarded to the designated Union representative by the twentieth (20) day of each month. The parties shall cooperate with each other to provide financial information concerning check-off monies and employees involved.

SECTION 4. The Union shall assume full and complete responsibility for the disposition of all check-off monies received and shall save the Employer harmless therefrom. The parties agree that the Sheriff assumes no obligation, financial or otherwise, arising out of the provisions of this article.

Article 10: UNION BUSINESS LEAVE OF ABSENCE

Directors may be permitted 30 days leave without pay per contract year to attend OPBA seminars, training, or union activities. Any additional time needed may, be taken from vacation, compensatory time, or by time trading.

The Union shall give the Employer seven (7) calendar days written notice of all union business leave requests.

Article 11: BULLETIN BOARD

SECTION 1. The Employer shall provide space for two (2) glass-enclosed bulletin boards in the lunchroom and one near the first floor access. Any glass-enclosed bulletin board is to be provided by the Union, at the Union's expense, including any and all maintenance. The bulletin board shall be approximately four (4) feet by three (3) feet in size and shall be placed in an open, non-enclosed area. Directors shall have the sole key for access to this bulletin board. Bulletin boards shall be placed in areas that are agreed upon by the County and the OPBA.

SECTION 2. It is agreed that the following notices shall not require prior 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;
- e) Departmental rules, policies, procedures, directives, or amendments;
- f) OPBA written policy grievances.

The Union shall provide the Employer's designee with copies of all notices or documents within seven days of the posting.

SECTION 3. All other notices of any kind not covered hereinabove must receive prior approval of the Employer's designee. The Employer's designee has the right to order the stewards to remove any notice not receiving prior approval required herein, and the stewards shall immediately remove such notice.

Article 12: DISTRIBUTION OF RULES, AND PROCEDURES

SECTION 1. Subject to the notice provision contained in Section 2, the Employer may promulgate or amend any rules, or procedures, applicable to all of the employees in the bargaining unit that are not governed by the terms of this Agreement. Such rules or procedures shall be furnished to the OPBA staff representative and a designated Union director, and upon request discussed with representative(s) of the Union.

SECTION 2. The parties recognize that it is the responsibility of the Employer to inform the OPBA and the employees 14 days in advance of changes in rules, policy, or procedure having a significant impact on one or more members of the bargaining unit. This notice shall be by posting on the bulletin board, or through general distribution to all bargaining unit members. An employee may request a copy of such revised policies or procedures through his/her steward or through the Human Resources Department.

SECTION 3. It is understood that this provision does not relieve any employee from following instructions or orders in the normal course of duty.

Article 13: USE OF COUNTY FACILITIES

The Employer shall consider, on a case-by-case basis, requests by the Union for space for Union meetings during normal business hours within the premises under the control of the Sheriff's Department.

SECTION III. WAGES & BENEFITS

Article 14: WAGES

SECTION 1. Retroactive to the first day of the first full pay period of January 2023, an across-the-board wage increase to the wage schedule of two percent (2%), followed by an additional one percent (1%) shall be made.

In addition, due to the need for an equity adjustment, and after application of the across-the-board wage increase described above, the wage rate for those employees at Step 3 of the wage scale shall be increased by an additional \$1.39 per hour.

Therefore, retroactive to the first full pay period in January of 2023, the wage schedule shall be:

New Hire Rate:	\$25.47
Step 1:	\$26.54
Step 2:	\$27.60
Step 3:	\$31.11

To remain competitive with other public employees performing comparable work, and due to the need to hire and retain Correction Officers, effective the first day of the first full pay period in January 2024, in lieu of an across-the-board wage increase, the wage rates shall be as follows:

New Hire Rate:	\$25.98
Step 1:	\$27.07
Step 2:	\$28.15
Step 3:	\$31.73

To remain competitive with other public employees performing comparable work, and due to the need to hire and retain Correction Officers, effective the first day of the first full pay period in January 2025, in lieu of an across-the-board wage increase, the wage rates shall be as follows:

New Hire Rate:	\$26.50
Step 1:	\$27.61

Step 2: \$28.71
 Step 3: \$32.36

Only those employees who are in active status in the bargaining unit as of the date this Agreement is ratified by the Cuyahoga County Council shall be eligible for retroactive payment provided in Sections 1 and 2 of this Article.

SECTION 2. Effective the first day of the first full pay in January of each calendar year, the wage schedule shall be:

<u>Step</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
New Hire Rate:	\$24.72	25.47	25.98	26.50
Step 1:	\$25.76	26.54	27.07	27.61
Step 2:	\$26.79	27.60	28.15	28.71
Step 3:	\$28.85	31.11	31.73	32.36

SECTION 3. Consistent with practice, during the term of this Agreement, an Employee shall advance one step on the wage schedule on each anniversary date of hire in the Correction Officer classification until the Employee reaches the maximum step.

SECTION 4. Each employee who is in active status as of the date of ratification of this Agreement by the Cuyahoga County Council shall receive a one-time, non-precedent setting ratification bonus of five hundred dollars (\$500.00) to be paid no later than one month after the ratification of this Agreement.

SECTION 5. The County shall have the right to slot an employee with prior documented year(s) of experience as a correction officer anywhere within the wage scale upon the employee’s commencement of employment as a Cuyahoga County Corrections Officer.

Article 14.1 ATTENDANCE BONUS

SECTION 1. Commencing the first day of the calendar month following the ratification of this Agreement by the Cuyahoga County Council, all Employees shall be eligible for a \$300.00 “perfect attendance” bonus if they have zero absences from work and no tardies in a calendar month.

Article 15: PAY CHECKS

SECTION 1. The County payroll procedure is a formal process which complies with Ohio Revised Code statutes and the County Fiscal Office directives and regulations.

SECTION 2. Employees shall be paid through direct deposit.

Article 16: PAYROLL ERRORS

In the event that an error regarding wages appears on an employee’s pay warrant, the employee shall contact his roster sergeant or the Payroll Department immediately upon

discovery of the error for assistance.

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 Fiscal Office.

Article 17: LONGEVITY

All Employees who have five (5) years of continuous, uninterrupted service with the Department shall be paid a longevity allowance of three hundred seventy-five dollars (\$375.00). Longevity will be included in the pay for the pay period in which the anniversary date occurs. The Employee shall also be paid the amount of fifty dollars (\$50.00) 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 prorate months of service or fifty dollars (\$50.00) divided by twelve months = x dollars times number of months of service.

Article 18: HOLIDAYS AND HOLIDAY PAY

SECTION 1. All employees covered by this Agreement shall receive holiday pay for the following holidays:

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

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

SECTION 2. An employee not required to work on a recognized holiday shall be paid straight time at his regular hourly rate for the number of hours of the employee's regularly scheduled shift [eight (8), ten (10), or twelve (12) hours]. An employee required to work on one of the recognized holidays shall be 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. An employee whose post is closed on a recognized holiday shall report to the roster sergeant for assignment.

SECTION 3. To be eligible for holiday pay, an employee must work his last scheduled day before the holiday and his first scheduled day after the holiday, unless absent

because of legitimate illness supported by medical documentation, documented emergency or otherwise excused from work by the Employer. For purposes of this article, a vacation or compensatory time day is not a scheduled workday.

Article 19: UNIFORM ALLOWANCE AND APPEARANCE

SECTION 1. This article defines the process utilized by the Employer regarding uniform issuance, maintenance and appearance for bargaining unit members.

SECTION 2. The Employer will continue issuing three (3) sets of uniforms during the Employee's probationary period and each subsequent year thereafter. 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 3. All employees shall be in complete uniform whenever on duty, pursuant to the Uniformed Corrections Officer Uniform/Appearance Policy, attached hereto and incorporated by reference as Exhibit "A".

The Employer shall reimburse an employee for loss or damage to eyeglasses or watches sustained as a direct result of an interaction with an inmate while in the performance of assigned duties. The loss or damage shall not be the result of negligence, carelessness or recklessness by the employee.

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 receipt of the original purchase of the item, 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 4. The Employer will provide compensation in the amount of five hundred dollars (\$500.00) per year for each bargaining unit employee as a uniform maintenance allowance.

SECTION 5. Current Corrections Officers may replace identification badges by purchasing a new badge at their own expense. The Employer shall furnish new badges after three (3) years without cost to employees. Employees may use an initial in place of a first name on badges.

Article 20: GROUP INSURANCE

SECTION 1. An eligible employee is defined as a full time employee covered by this Agreement. The Employer shall provide eligible employees the opportunity to enroll in the plan once during each plan year at its annual open enrollment period. The plan year commences on January 1 and ends on December 31 of the calendar year, but is

subject to change.

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

a) MetroHealth Plan

- 1) For all three years of the Agreement, the County shall offer an HSA plan through the MetroHealth System with no biweekly contribution from employees;
- 2) The bi-weekly contribution for the non-HSA plan offered through MetroHealth shall be as follows:

93% Employer, 7% Employee

b) Other Plans

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

86% Employer, 14% Employee

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

SECTION 4. Employer shall pay 86% of the cost of the ancillary benefit plans and the employees shall pay 14%.

SECTION 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 provisions.

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

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

SECTION 8. A waiting period of no more than 120 calendar days may be required before new employees are eligible to receive health and/or other insurance benefits. During the waiting period, the Employer may require employees who desire coverage to

purchase it through a third party vendor instead of participating in the County plans that are offered to regular full-time employees. New employees shall be eligible to participate in the County plans on the first date of the first month following completion of the waiting period.

SECTION 9. Prior to adopting any change in the health insurance plan impacting bargaining unit employees, the Employer, at the written request of the OPBA, shall meet with a Union committee comprised of the OPBA attorney and three (3) bargaining unit members. The purpose of the meeting is to provide the Union with an opportunity to discuss (meet and confer) over possible changes to the Plans.

Article 21: EMPLOYEE'S NO SICK TIME

SECTION 1. Any employee who has exhausted his accrued sick time will continue to have fully paid hospitalization and surgical medical benefits provided by the County in accordance with eligibility requirements established by the Benefits Office of Cuyahoga County. Family members who are eligible will also be covered under this plan.

SECTION 2. The County-paid coverage for both the employee and family is not to exceed two (2) months after accrued sick time has been exhausted.

Article 22: PERSONAL LIABILITY INSURANCE

The County will indemnify all employees in this bargaining unit in accordance with applicable State law.

SECTION IV. TERMS & CONDITIONS OF EMPLOYMENT

Article 23: HOURS OF WORK

SECTION 1. For those employees on a five (5) day workweek, the normal workday shall consist of eight (8) hours and fifteen (15) minutes, with five (5) consecutive workdays and two (2) consecutive days off.

SECTION 2. For those employees on a four (4) day workweek, the normal workday shall consist of ten (10) hours and fifteen (15) minutes, with four (4) consecutive workdays and three (3) consecutive days off.

SECTION 3. Subject to the provisions of this Section 3, 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 and fifteen (15) minutes, with three (3) consecutive workdays and four (4) consecutive days off in one week, and four (4) consecutive workdays and three (3) consecutive days off the next week.

- a) Bargaining unit employees hired on or before February 20, 2001, may be scheduled for twelve-hour shifts only on a voluntary basis, provided that

once such an employee has volunteered to work twelve-hour shifts, the Employer may require him to remain on twelve-hour shifts until the next semi-annual shift selection is implemented.

- b) Bargaining unit employees hired after February 20, 2001 may be required to work twelve-hour shifts at the Employer's discretion.
- c) The Employer will conduct a semi-annual bidding process for selection of shift, days off, and jail security posts by seniority. Posts that the Employer has determined will be staffed with twelve-hour shifts will be identified as such during the posting process. Posts will be converted to twelve-hour shifts only in conjunction with the semi-annual bidding process.

SECTION 4. Employees shall receive a forty-five (45) minute lunch period, fifteen minutes of which will be non-compensable, and for the purpose of overtime calculation, not counted as hours worked. The Employer will make a reasonable effort to schedule the break during the middle one-third of each employee's shift.

Employees will be required to punch in and out for lunch and permitted to leave the premises. The Employer will provide a designated lunch area.

SECTION 5. An employee must have the approval of his immediate supervisor prior to taking a break. Reasonable requests for relief during an employee's shift shall not be unreasonably denied.

SECTION 6. Notwithstanding any other language in this Article, effective December 31, 2025, the swing day/alternating day off for the night shift employees may be changed.

SECTION 7. The Employer agrees that the current composition of twelve (12) hour shifts (shift hours, days off, etc.) for all twelve-hour shift employees hired prior to January 1, 2017 will remain in effect for the duration of this contract unless the employees select another schedule or are no longer employed.

SECTION 8. Those who by the nature of their work are required by their supervisor to remain in a duty status during their meal period may have the length of time of the meal period counted as time worked and be paid at the appropriate straight time or overtime rate, whichever is applicable.

Article 24: OVERTIME

SECTION 1. An employee required to work more than forty (40) hours in any workweek shall be compensated at one and one-half (1-1/2) times his regular rate of pay or, at the employee's option, receive compensatory time credited at one and one-half (1-1/2) hours for each overtime hour worked. Employees will be provided with a weekly opportunity to state their choice of compensation. Compensated holidays, vacation or compensatory time shall be considered time worked. Employees called into work or court on a scheduled day off shall be compensated at the rate of one and one-half (1-

1/2) times their regular rate of pay.

SECTION 2. Compensatory time may be accumulated up to the maximum permitted under the Fair Labor Standards Act as amended. Each employee may use up to twenty-four (24) hours of compensatory time each year for personal needs upon three (3) days' notice, unless family or personal emergency precludes such notice. Requests for scheduling of other compensatory time shall be made in writing to the Employer at least seven (7) days in advance and approval shall not be unreasonably withheld.

Pre-approved compensatory time off can only be cancelled for a state of emergency or city emergency, not solely because it will create overtime.

Compensatory time (accumulated more than two (2) years prior to said pay period) which has not been used by the Employee shall not be subject to loss but shall be paid to the Employee by the Employer within three (3) pay periods.

SECTION 3. Except in the case of an emergency, an employee will not be required to work a consecutive period exceeding sixteen hours and fifteen minutes. It shall be the responsibility of the employee to notify the roster sergeant on a daily basis of his intention to work overtime, if overtime is available.

SECTION 4. The Employer shall equitably offer overtime to employees who have expressed the desire to work overtime using the process contained in Section 5 below.

SECTION 5. The following process shall be used in the order listed below:

First: overtime shall be offered to volunteers who are on-duty, based on seniority.

Second: in the event the number of overtime assignments exceeds the number of employees who have volunteered for daily overtime, the employees who are on a scheduled off day and present at roll-call shall be assigned by seniority.

Third: Each day, employees who have called-in to a phone line designated for this purpose and have left a voice-mail message with the phone number to be called, shall be offered overtime for that date by seniority provided the call is received at least one hour before the start of the shift.

Fourth: If there still remains a need for additional employees to work overtime, the Employer shall offer employees who have signed a volunteer overtime call-in list (and who have provided the Sheriff with a telephone number for this purpose) by seniority.

SECTION 6. If additional employees are still necessary, on-duty employees shall be required to work overtime in inverse order of seniority using a rotating list method. No employee will be forced to work more than eight (8) hours in a calendar week, nor forced on two (2) consecutive days.

SECTION 7. The Employer agrees to post and maintain the quarterly overtime list. The Union shall be provided the list within 24 hours of the request. Equitable distribution of available overtime opportunities shall be measured over each calendar quarter. Prior to the end of the quarter, the Employer shall have opportunity to rectify errors by offering overtime to employees who were inadvertently skipped in the process outlined in Section 5 above. If the Employer is unable to offer the skipped employee the same number of hours involved in the original error(s) during the quarter, said employee shall be paid the difference in hours at the overtime rate. If the same employees have been skipped more than once during a quarter because of the Employer's error, he/she shall be paid for all hours he/she was skipped during the quarter without the need to be subject to Section 5. Employees who are offered and refused overtime shall be credited with having worked the overtime. After senior employees have been credited with overtime, the Employer shall offer overtime to less senior employees.

SECTION 8. It shall be the responsibility of any employee who suspects that he has been overlooked for overtime or that this Article has been misapplied to report to the roster sergeant at the conclusion of his shift to attempt to correct any errors or misapplications.

SECTION 9. The overtime assignment procedure set forth in Sections 3 through 6 shall not apply to overtime opportunities in specialized work assignments or when the employee is required to finish a work assignment. In the event an emergency occurs, the Employer reserves the right to assign officers to temporarily meet the emergency requirements, regardless of the overtime distribution.

SECTION 10. Overtime that is mandated by the Employer but is not worked shall be considered to be an unapproved absence and subject to discipline pursuant to the Employer's Attendance Control Policy.

Article 25: TRAINING

SECTION 1. The Employer shall develop written policies and procedures for the training of employees which is in full compliance with the prevailing minimum jail standards for Ohio. The Employer may develop training curriculum which is not required as specified above, but which is considered important to maximize the safety and security of the Correction Center, and the mental/physical condition of the bargaining unit member. In the exercise of its obligation to train members of the bargaining unit, the Employer reserves the right to schedule training sessions so as to not interfere with proper jail staffing or jail operations.

SECTION 2. All training curricula will include lesson plans for instructors and evaluation materials for employee students. Evaluation materials may include both a written assessment which is to be completed by the employee, and a formal testing tool which shall be graded by the training officer.

SECTION 3. Training will generally be done during regular work hours, or during hours contiguous to the employee's regular shift. Notwithstanding the above, the County

reserves the right to schedule training at other times, up to a maximum of one per quarter, providing at least fourteen calendar days advance notice. If the County requires that employees participate in training at times outside of their normal working hours they shall be paid as follows:

During weeks without built-in overtime, the employee shall be paid a minimum of four hours at his/her regular hourly wage rate;
During weeks with built-in overtime, the employee shall be paid at their overtime rate, with no minimum number of hours.

In the event that such training cannot be held during the employee's normal working hours, and it becomes necessary to reschedule that employee's work hours, said rescheduling shall not result in double shifts for unit members nor shall the employee suffer a loss in pay from such action or be required to use accrued time (holiday, vacation, or compensatory) to avoid a loss of pay due to the rescheduling. If an employee's hours are to be changed for training purposes, the employee shall be notified at the earliest possible time and in no case shall the notice be less than one (1) week prior to the start of said training.

Article 26: SENIORITY

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

In the event that more than one employee has the same date of hire, seniority will be determined by alphabetical listing of their last name, with "A" being the highest and "Z" being the lowest in seniority on the initial date of hire. Employees' placement on the seniority list by last name shall be determined as of the date of hire and shall remain unchanged throughout the duration of employment.

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

SECTION 3. An employee shall lose seniority when the employee:

- a) resigns or retires;
- b) is discharged for just cause;
- c) is absent from scheduled work for at least three (3) consecutive workdays without valid excuse;
- d) fails to return to work within ten (10) calendar days after the initial date of receipt of certified mailing of a recall notice after layoff;
- e) fails to apply for immediate reinstatement within 30

calendar days of discontinuation of PERS disability retirement benefits.

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

Article 27: POST ASSIGNMENT

SECTION 1. All jail security floor assignments shall be assigned by seniority. Officers shall be given the opportunity to rotate between the pods on their assigned floor on an equitable basis. Correction Officers may appeal post rotation practices to a representative designated by management who is higher in the chain of command than the roster sergeant. Post rotations shall be an appropriate subject for review during labor/management meetings. The OPBA representative monitoring the bidding process is authorized to select for an Officer who misses the assigned time because of an emergency or extended leave if the Officer has submitted a CS 35 report.

SECTION 2. When filling specialty area posts, the Employer shall accept and review requests from all interested employees. All posts at regional or satellite locations shall be considered specialty posts. Specialty posts shall be bid every 12 months (unlike jail security posts that are bid every 6 months). Prior to filling a vacant specialty post, it shall be posted for 7 consecutive calendar days.

The Employer shall have the right to determine and select the individual it believes to be best qualified for the position, giving due weight to:

- work experience;
- education;
- job performance;
- ability to perform the duties;
- attendance records;
- Discipline records;
- seniority.

Officers shall be permitted to leave their specialty post and bid on a jail security post based on their seniority during the 6-month jail security bid.

Article 28: POST ORDERS

SECTION 1. The Employer shall provide post orders for each position or specialty area where a bargaining unit member may be assigned. Said post orders shall be evaluated annually. Employees shall be trained on the post orders upon newly entering the post or specialty area.

Post orders shall be made available online and at each post or specialty area.

SECTION 2. It shall be the responsibility of the employee to read and be guided by any post order pertaining to the assigned position. If the employee has any questions,

he/she shall convey them immediately to the appropriate Correction Officer Corporal or immediate supervisor.

Article 29: SHIFT AND DAYS OFF SELECTION

SECTION 1. The selection of shift and off days will occur semi-annually. The Employer will develop a listing of all shift openings (8, 10 or 12-hour shifts) from which Correction Officers may select. This listing will also include days off. Seniority will be the sole criterion in determining shift and days off.

SECTION 2. The Employer will schedule all employees, starting with the most senior officers, to select their shift and days off. Each officer will have one selection for shift and one selection for days off. Any employee who fails to appear for a selection appointment will be assigned at the discretion of the Employer.

SECTION 3. When the Employer determines shift openings exist, employees may be given an opportunity, based on seniority, to change shifts during the year. However, a shift change may cause an Employee to lose previously scheduled vacation days. These days may be rescheduled or paid depending on vacation day openings on the new shift. In the event the Employer eliminates an assigned post, the affected Employee shall have the first opportunity to select from any other open post on the same shift.

SECTION 4. The Employer retains the right to assign or adjust employees' shifts and/or schedules in case of layoffs or other unanticipated emergency situations.

Article 30: TIME TRADING

SECTION 1. This article defines time trading between bargaining unit members.

SECTION 2. Upon written request from the employees involved, and approval by the Employer, an employee may exchange an off day or shift assignment with another employee. No more than one (1) daily tour of duty or off day may be exchanged at any one time. The written request shall be submitted at least seven (7) days prior to the effective date of time trading.

SECTION 3. Accordingly, the practice of trading time will have no effect on hours of work if the following criteria are met:

- 1) The trading of time is done voluntarily by the employees participating in the program and not at the behest of the Employer;
- 2) The reason for trading time is due not to the Employer's business operations, but to the employee's desire or need to attend to personal matters;
- 3) A record is maintained by the Employer of all time traded by his

employees;

- 4) The exchanged off day or shift assignment occurs within two weeks of each other.

SECTION 4. Any abuse of the time trading policy by any member of the bargaining unit will result in disciplinary action.

Article 31: TEMPORARY PLACEMENT OF EMPLOYEES INJURED AT WORK

SECTION 1. Any employee who has sustained an on-the-job injury while performing routine job duties and is requesting temporary placement in an alternate work assignment must submit a request with appropriate medical documentation prior to returning to work.

SECTION 2. The Employer may require a medical examination of the employee if there are professional questions and/or concerns as to the extent and/or degree of the injury and/or the requested duration of the alternate work assignment. A temporary alternate work assignment will not commence until appropriate medical documentation has been submitted by the employee and the employee has received express approval from the Employer. Approval for such placement shall be made within forty-eight (48) hours.

SECTION 3. The following medical documentation must accompany the request for temporary alternate work assignment:

- 1) A physician's statement outlining all restrictions. A physician's statement requesting "light or restricted duty" will not suffice;
- 2) The nature, duration, and prognosis of the disability;
- 3) A release for the Employer to contact the treating physician.

SECTION 4. A temporary shift change may be necessary in order to accommodate an employee's temporary alternate work request. The following guidelines shall be applied when this becomes necessary:

- 1) The employee shall meet the criteria requirements set forth in Sections (1) through (3) of this provision;
- 2) There are no light duty assignments currently available that are assigned to lesser seniority employees on their assigned shift;
- 3) Temporary shift changes shall not change the employee's day off.

SECTION 5. An employee may be transferred to another shift for a period not to exceed thirty (30) calendar days. At the conclusion of the thirty (30) day period, if no alternate work assignment is available on the shift to which the employee was originally assigned, the employee can be temporarily placed elsewhere within the County. In the event there is no alternative work assignment elsewhere within the County, the employee shall be placed on sick leave or unpaid leave of absence if the employee is eligible.

SECTION 6.

- 1) An employee who has sustained an on-the-job injury while performing routine job duties and who is required to use or wear a medical appliance may be permitted to work if the employee is otherwise capable of performing the essential functions of his regular job or an alternative work assignment in which he is placed pursuant to this Article.
- 2) An employee who has sustained an off-the-job injury and who is required to use or wear a medical appliance may be permitted to work if the employee is otherwise capable of performing the essential functions of his regular job.
- 3) The Employer may require the employee to submit to a medical examination by a medical provider selected by the Employer to assess whether the employee can perform the essential functions of his regular job despite the medical appliance or, where applicable, an alternative work assignment. If there is a conflict between the opinions of the respective parties' physicians, the parties shall select a third medical provider to conduct an examination; that provider's opinion shall be binding on the parties.

Article 32: HEALTH AND SAFETY

SECTION 1. This article is intended to define a health and safety policy in an effort to maximize a secure working environment for all employees. The Employer, the Union, and bargaining unit members recognize their shared responsibility concerning the development and maintenance of safe conditions of employment. The parties further recognize that all employees covered by this Agreement share this responsibility for maintaining a safe workplace. All SRT members will be equipped with two (2) SRT utility uniforms, "shank vests", gas masks, pepper spray, handcuffs, utility belt and tactical boots.

SECTION 2. The Employer shall maintain a record of written policies and procedures in regard to health and safety conditions, and such document(s) will be made available to the Union upon written request. It shall be the responsibility of the Safety and Sanitation Department to ensure departmental compliance with such written documents.

SECTION 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 4. Any unsafe or unhealthy conditions discovered by an employee should be reported to the employee's supervisor. The Employer shall take all appropriate steps, as soon as reasonably possible, to correct any unhealthy or unsafe conditions.

SECTION 5. The Employer will continue the current practice of identifying, evaluating and disseminating information regarding any communicable disease(s) or other health related problems which might affect bargaining unit members.

SECTION 6.

A) Reasonable Suspicion Drug/Alcohol Testing:

In the event that a supervisor has reasonable suspicion that an Employee is either mentally or physically impaired due to the use of illegal drugs, alcohol, chemical or harmful intoxicants, or any other cause, the employee shall not be allowed to work pending further testing. An Employee ordered to submit to such testing shall be placed on paid administrative leave pending the results of the testing. If the test results are negative, the Employee shall be returned to work. If the test results are positive, the Employee may be subject to disciplinary action up to and including removal.

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

B) Post-Critical Incident 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 County will contract with an independent third party to provide random selection services through the use of a computerized random number generation program at the percentage discussed above.

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

a. Medical Review Officer:

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

b. Sample Collection:

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

c. Alcohol Testing:

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

of .04 grams per 100 ml of blood and/or .04 grams per 210 liters of breath will be considered a positive test result and reported to the MRO.

d. Laboratory Procedures:

- i. The laboratory utilized for blood and urine testing shall be designated by the County.
- ii. Strict chain of custody procedures must be followed for all samples as set by NIDA. A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. All samples must be stored in a scientifically acceptable preservation manner as established by NIDA.
- iii. All positive confirmed samples and related paperwork must be retained by the laboratory for at least one year or for the duration of any grievance, disciplinary action, or legal proceedings regarding the sample, whichever is longer. At the conclusion of said period, the sample is to be destroyed along with laboratory-maintained paperwork.
- iv. The laboratory is authorized to test only for the following drugs or classes of drugs: marijuana metabolites, cocaine metabolites, opiate metabolites, phencyclidine, and amphetamines. The laboratory shall test only for these substances within the limits of initial and confirmation tests as currently defined by DHHS/SAMHSA. Initial testing will consist of a preliminary immunoassay (EMIT Screen). If initial 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 each substance, or to determine whether some other reasonable alternative medical explanation exists. Employees shall have 10 business days to submit such information to the MRO after being contacted. The MRO shall only report a positive result to the County in the case where both the preliminary and confirmatory test results are positive as to the 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 of each test that includes the types and tests conducted, the results of each test, the detection level used by the laboratory and any other information provided to the County by the laboratory.

e. Change in Testing Procedures:

- i. The parties recognize that during the life of this Agreement, there may be improvement in the technology of testing procedures providing for more accurate testing. In that event, no change will be implemented during the term of this Agreement unless mutually agreed to by the parties.
- ii. If the MRO has reported that the results of an Employee's random test are positive, the Employee may be subject to disciplinary action, up to and including removal. This section does not apply to those Employees who have independently sought treatment through any Employer's Employee Assistance Plan or private treatment/medical practitioner prior to notification of the random test. In those cases only, discipline is deferred and the Employee will be subject to proof of fitness for duty and proof of completion of affiliated treatment plans. Employees who are not fit for duty will be reviewed for separation from service. Employees who do not provide proof of completion of affiliated treatment plans may be subject to disciplinary action, up to and including removal.
- iii. Any second failed random test will result in disciplinary action, up to and including removal.

SECTION 7. Employees are encouraged to maximize physical and mental health through appropriate life-style routines. Physical or mental disabilities which, in the Employer's opinion, may threaten the safety and security of the work place, or which prevent an employee from performing his job responsibilities in accordance with this Agreement, shall be sufficient cause to prevent and preclude a work assignment by the Employer.

SECTION 8. The Employer will continue to furnish basic emergency first aid for any work-related injuries occurring during working hours. Any such medical first aid provided by the Employer is intended to stabilize the medical condition of the affected employee until further treatment is obtained via the employee's health care provider; or for treatment of a life-threatening emergency condition until outside emergency medical personnel are available.

SECTION 9. Correction Officers must be fit to perform their jobs effectively and so that they do not constitute a threat to themselves or others. If the Employer has reasonable suspicion to believe that an employee is unable to perform the duties of his/her job, the Employer may relieve the employee from duty. The Employer shall place the employee on paid administrative leave and pay the costs of a medical or psychological examination that is required by the Employer. An employee found by the qualified medical professional to be unable to perform his/her duties shall be relieved of duty. If an employee has been found unfit to perform his/her duties, an employee may utilize any accumulated sick, vacation or may utilize available FMLA as permitted by law. If an employee is found fit to be able to continue his/her duties, he/she shall be immediately returned to duty and made whole for any lost wages or used leave time.

SECTION 10. An employee relieved of duty under the preceding Section must be given medical clearance acceptable to the Employer by a qualified medical professional before being allowed to return to work. Such documentation must certify that the employee is able to perform all of the duties of a Correction Officer (unless there is an A.D.A. issue that can be reasonably accommodated). If there is a disagreement between the respective qualified medical professionals, they shall select a third qualified medical professional by mutual agreement. The third examination shall be mutually paid for by the Employer and the employee and shall be final and binding and not be subject to the grievance procedure.

Article 32.1 LABOR MANAGEMENT COMMITTEE

The parties shall form a Labor-Management Committee ("LMC") to address ongoing issues of operation security and safety, with one emphasis being the safe supervision of inmates. The County may require that Correction Officers take part in reasonable, valid and job-related training in matters such as inmate restraint, self-defense and other training consistent with the operational needs of the Employer. 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. For the purposes of this Section, the Union may consist of six (6) Union Representatives in the bargaining unit. Employee representatives who are scheduled to be at work during the time of this meeting shall receive no loss of pay. Employee representatives attending a meeting while off-duty shall be paid at their regular rate for the period of time spent at a session or meeting and the OPBA agrees to reimburse the Employer for all wages incurred for attending such meetings.

Article 33: JAIL SECURITY INCIDENTS

SECTION 1. The purpose of this article is to enable the employee to prepare a report of the incident.

SECTION 2. Incidents of a minor daily nature will continue to be documented on the post, as current practice dictates.

SECTION 3. A unit member involved in a critical incident shall be removed from the area immediately thereafter, or as soon as security considerations permit, for the purpose of writing a report. Requests to be immediately removed shall not be unreasonably denied.

SECTION 4. If the incident is of a physical nature (fights, escape attempts or restraint of any type), the employee will be relieved for no less than the time required to prepare a properly detailed report. Upon request, the employee may view the milestone, or any successor, video, before writing his/her report.

Article 34: EMERGENCY EQUIPMENT

SECTION 1. This article defines the use of emergency equipment as utilized by bargaining unit members in the event of an emergency within the confines of the Correction Center. Nothing contained herein shall be construed as affecting either permissive management rights as defined in Section 4117.08(C)(1),(3),(4); or preventing the Employer from the development and scheduling of emergency training programs and the distribution of emergency equipment.

SECTION 2. The Employer shall provide appropriate policies, procedures, and training concerning emergency equipment which is located within the facility. Such equipment inventory shall be in compliance with the State Minimum Standards for Full Service Facilities in Ohio.

Article 35: ACCESS TO REFRESHMENT

SECTION 1. The Employer will provide areas for a minimum of four water/coffee stations (two in each jail) at reasonable accessible locations. Employees shall be responsible for stocking each station.

SECTION 2. Such refreshments may be consumed from a non-breakable (i.e. Styrofoam, plastic or paper) cup with lid at the employee's post.

SECTION 3. Employees shall be permitted to bring into the Jail, through the access point, two (2) 24 ounce maximum sealed bottles of non-alcoholic beverage per entry through the access point.

SECTION 4. The Employer shall provide adequate size refrigeration/cooler units for employee lunches and beverages outside the secure area.

Article 36: EMPLOYEE EVALUATIONS

SECTION 1. Written performance evaluations shall be completed on all employees at least once each calendar year. Evaluations are intended to assess an employee's job performance pursuant to the position description of the classification. Such position description shall be made available to the employee upon request.

SECTION 2. An employee may submit a written response to the evaluation which shall be maintained together with the written job evaluation in the employee's personnel file. A copy of any evaluation shall be made available to the employee upon request.

SECTION 3. Performance evaluations shall be completed by a supervisor who has knowledge of the employee's position description and job performance. Upon completion of the employee evaluation, it will be reviewed between the employee and the supervisor and signed by the employee.

Article 37: EMPLOYEE DISCIPLINE

SECTION 1. Employees covered by this Agreement shall be disciplined or discharged for just and proper cause. Disciplinary action shall be initiated as soon as reasonably possible. An arbitrator deciding a discipline grievance must consider the timeliness of the Employer's decision to begin the disciplinary process.

SECTION 2. Pre-Discipline: An employee has the right to Union representation at investigatory interviews upon request if the employee has reasonable grounds to believe the interview may be used to support disciplinary action against that employee. Unless otherwise mutually agreed, the employee may elect to have a particular Union representative in attendance, provided that such representative is on-duty and the operations of the Employer are not unduly disrupted.

Prior to imposition of discipline involving a suspension without pay or removal, the Employer will provide the employee and the Union with a written notice of the basis for the discipline (including the specifics of the alleged violation, copies of the documents and list of witnesses known at that time who may be used to support the charges) and afford the employee the opportunity to respond. For any discipline greater than a suspension without pay for more than three (3) days, the Employer shall provide a pre-disciplinary conference which will be conducted within five (5) working days following notification to the employee and the Union.

The conference shall be conducted by an administrator selected from those administrators not directly in the chain of command of the employee. The Employer shall select the administrator. At the pre-disciplinary conference, the employee shall have the right to be represented by the Union. Unless otherwise mutually agreed, the employee may elect to have a particular Union representative in attendance, provided that such representative is on-duty and the operations of the Employer are not unduly disrupted, by giving notice to the Employer on the response form currently utilized. The

employee shall be afforded the opportunity to offer an explanation of any alleged misconduct, to identify witnesses, and to offer documentary evidence relevant to the charge. No tape recording of the hearing shall be made. Upon request, the Employer representative recommending discipline shall be present at the hearing unless inappropriate or extenuating circumstances prevent a timely hearing. A report of said conference shall be prepared by the administrator. The employee shall thereafter have the option of submitting a written narrative directly to the County for its consideration.

SECTION 3. Imposition of Discipline: The Employer shall determine what discipline, if any, is appropriate, and will provide the Union and the affected employee with its decision as soon as practicable, but in no case later than thirty (30) days after the pre-disciplinary hearing. The Employer may serve the affected Employee via email and may use any email on file for the employee and/or the employee's county email address. The Employer may not transfer an employee from his/her assigned post when discipline is imposed unless there is a legitimate operational reason.

In imposing discipline, the Employer shall not take into account any previous disciplinary action rendered against the employee which occurred more than thirty-six (36) months preceding the current charge, or more than twenty-four (24) months preceding the current charge if there has been no other discipline imposed during the past twenty-four (24) months.

SECTION 4. Time Limits: In the event discipline involves a criminal matter, the time lines may be extended at the option of the Employer. Other time limits may be waived by mutual agreement.

SECTION 5. The Employer may reassign an Employee who is the subject of an internal affairs investigation to another post within his/her bidded area or a non-security post for an alleged use of force violation, PREA violation, criminal investigation or for the safety of the individual or others. The Employer shall not reassign Employees as a form of discipline.

SECTION 6. An Employee is entitled to union representation at all levels of the discipline process, if requested by the Employee. An Employee is entitled to an OPBA Representative during an interview.

SECTION 7. For any discipline involving a suspension without pay, the Employer shall provide a pre-disciplinary conference.

Article 38: GRIEVANCE PROCEDURE

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

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

Agreement.

SECTION 3. A grievance 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. A director shall have the right to file a grievance on behalf of all bargaining unit members. In the event multiple grievances are filed on an identical issue, the Employee Relations Administrator, upon notification to the Union, shall consolidate the multiple grievances under one name and grievance number.

SECTION 4. The written grievance shall be submitted on the grievance form attached as Appendix B, 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 of the incident giving rise to the grievance;
- e) date and time the grievance was first discussed and with whom;
- f) date the grievance was filed in writing;
- g) a statement as to the specific section(s) of the Agreement violated;
- h) a brief statement of the facts involved in the grievance;
- i) the remedy requested to resolve the grievance.

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

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

SECTION 6. The grievant is entitled to have a Union director at every step of the Grievance procedure. The employee may elect to have a particular director, provided that the director is on-duty, the operations of the Employer are not unduly disrupted, and the Employee gives reasonable notice.

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

STEP 1.

An Employee having a grievance, and/or the Union, will first bring that complaint in writing to the attention of the Lieutenant within three (3) working days of the

incident giving rise to the grievance. The Lieutenant will be informed that this is the first step of the grievance procedure and shall discuss the grievance with the Employee and/or the Union within three (3) working days of such written complaint. Within two (2) working days of such discussion, the Lieutenant shall respond in writing to the Employee with an answer to the complaint and make a record that the discussion took place, providing a copy to the Union. If the grievance is not resolved at Step 1, the Employee and the Employee's director shall, within two (2) working days, submit such form to the Chief of Corrections or his designee(s) for further processing. Grievances concerning disciplinary suspensions or discharges must be commenced by reducing them to writing on the appropriate form and submitting them to the Sheriff's administrative designee within three (3) working days of the imposition of the disciplinary action. Processing of such grievances shall thereafter proceed at Step 3.

Nothing in this article shall prevent an Employee and/or the Union from discussing the complaint with the Employee's immediate supervisor during the initial three (3) working days, in an attempt to resolve the issue informally prior to a grievance being filed.

STEP 2.

The Chief of Corrections or his designee(s) shall schedule a formal meeting to be held within five (5) working days of the receipt of the grievance between him/herself, the aggrieved Employee and the Union. Prior to this meeting taking place, the Chief of Corrections or his designee(s) shall make an investigation of all allegations contained in this grievance. Within three (3) working days of the above meeting, the Chief of Corrections or his designee(s) shall provide the aggrieved employee and the Union with a written response to the grievance. If the grievance is not resolved at Step 2, it may be appealed to Step 3 within five (5) working days.

STEP 3.

The Employer and the Union shall schedule a monthly Step 3 grievance hearing at a mutually agreed upon time and location, to hear grievances that have been processed through both Step 1 and Step 2 of this procedure., Prior to this meeting taking place, the Sheriff or the representative shall investigate the allegation(s) contained in the grievance. The Sheriff or the representative 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 4.

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

arbitration within such time limit, the grievance shall be considered resolved based upon the Employer's Step 3 response.

SECTION 8. Within thirty (30) days after a timely request for arbitration is submitted, the Union shall request a list of arbitrators from the Federal Mediation and Conciliation Service, the Ohio State Employment Relations Board (S.E.R.B.), or any other mutually-agreed labor arbitration service which shall contain the names of at least seven (7) arbitrators. Failure to make a timely request for the list of arbitrators shall constitute a resolution of the grievance based upon the Employer's Step 3 response.

Within thirty (30) calendar days after receiving such list, the representatives of the parties (Union and County Law Department) shall proceed to select an arbitrator using the strike-off method, if necessary, unless either party finds all of the arbitrators unacceptable. If either party finds all the arbitrators unacceptable, a second list shall be requested and both parties shall be required to strike-off from this list until an arbitrator is selected. The Union shall strike the first name; in subsequent instances the Employer and the Union shall alternate striking the first name from such panels. The arbitrator so selected shall be advised of his selection within five (5) working days after the selection is made and requested to provide available dates for hearing.

In no event shall the date of the hearing be sooner than thirty (30) days from the date of selection, unless waived by the parties. The decision of the arbitrator shall be final and binding upon both parties and employee(s) involved. The arbitrator shall not have the power to add to or subtract from or modify any of the terms of this Agreement, or any Agreement made supplementary thereto. His function shall be to determine whether any provision of the Agreement has been violated by an interpretation or application of the Agreement. Back pay awards may not be retroactive to any period preceding the date on which the grievance was submitted to the first applicable step of the grievance procedure. The arbitrator shall render his decision within thirty (30) days from the last date evidence was submitted, unless additional time is requested by him and mutually agreed to by the parties.

Arbitration fees and expenses shall be borne equally by the Employer and the Union.

SECTION 9. The Union may request specific documents, books, papers or witnesses reasonably available from the Employer and relevant to the grievance under consideration. Such request shall not be unreasonably denied.

SECTION 10. The parties agree to initiate an expedited arbitration procedure which will be further defined in a memorandum of understanding.

Article 39: PROMOTION BY TESTING

SECTION 1. Whenever the Employer determines to fill a vacancy in the Correction Officer Corporal position, the Employer agrees that a request shall be made to the Department of Human Resources or the Personnel Review Commission to conduct promotional examinations within the boundaries of Cuyahoga County.

A. No Employee shall be eligible to take a promotional examination unless at the time the Employer posts the position:

1. The Employee has completed three (3) years of continuous service with the Cuyahoga County Sheriff's Department as a Correction Officer or two (2) years of service as a Cuyahoga County Sheriff's Correction Officer with one (1) or more years of equivalent correction officer experience with another correctional facility; and
2. The Employee is not currently on a last chance agreement, has not been previously demoted within the last two (2) years, and/or does not have any active discipline that resulted in a suspension of five (5) or more days (unless that discipline will become inactive within 3 months after the date on which the Employer posts the position).

SECTION 2. The Employer shall provide the Union with notification of promotional examinations and the requirements for the examination. The Employer shall create an eligibility list based on those eligible Employees who passed the promotional examination, which shall remain active for two (2) years. Upon receipt by the Employer, the Union shall be provided with a copy of the eligibility list generated from the results of the promotional examination.

A. Employees on the eligibility list will be subject to further examination as set forth below.

1. All portions of the testing/assessment/evaluation of an eligible Employee who further competes for the Correction Officer Corporal position will be graded. The Employee's total score shall be calculated by a panel appointed by the Sheriff. All employees will be evaluated by the same panel:
 - a. 40% of the score shall be based on the Employee's past duty performance, including, but not limited to, all past discipline, attendance violations, and employee evaluations.
 - b. 40% of the score shall be based on the promotional examination.
 - c. 20% of the score shall be based on an assessment, which may be written or oral, and may include structured interviews, physical agility testing, assessment center or work simulations, and any other test methods.

B. The Employer shall rank the Employees on the eligibility list from highest total score to lowest total score.

SECTION 3. The Employer shall appoint from the rule of three on the eligibility list established as a result of the examination. If any Employee on the eligibility list is under

indictment or charged with a crime of violence, crime of dishonesty, or serious traffic offense, i.e., operating a motor vehicle while under the influence of alcohol/controlled substance, that Employee shall be deemed ineligible for promotion to the Corporal position, while the criminal matter is pending, and the Employer shall not consider that employee when implementing the Rule of Three. Once the criminal matter is resolved, the employee will become eligible for promotion, provided the list is still valid and the employee was not found guilty of a felony. The Employer reserves the right to consider any misdemeanor offense for purposes of the Rule of Three. Upon request, any Employee passed over for promotion shall be provided an explanation of the reasons for the failure to promote. Further, upon the Employee's request, such explanation shall be in writing unless otherwise precluded by law.

Article 40: PROMOTION OUT OF UNIT

SECTION 1. Any employee promoted to a position outside of the bargaining unit who is later deprived of that position (.e.g. probationary failure, voluntary demotion, etc.) shall be returned to regular work within the bargaining unit and immediately restored to the department seniority list with all seniority held at that time of promotion, but not accumulated. Employees restored back into the bargaining unit will be assigned to duties to which their seniority entitles them. If seniority will not carry, employees shall be placed in accordance with the layoff procedure of this Agreement.

SECTION 2. The Employer shall notify the Union of those employees who are promoted out of the bargaining unit. This notice shall include date of leaving, seniority date, and position to which the employee has been promoted. If an employee is returned to the bargaining unit, the Employer shall notify the Union of the date of such return.

SECTION 3. This Article shall not apply to employees who have been removed for just and proper cause. An employee who does not satisfactorily complete his probationary period is not considered discharged for just cause.

Article 41: PERSONNEL RECORDS

SECTION 1. The Employer shall maintain personnel records for all members of the bargaining unit. Members of the bargaining unit shall inform the Employer, in writing, of any change in their part-time employment status, driver's license status (if on Department vehicle driving list) and medical status within three (3) calendar days.

SECTION 2. Members of this bargaining unit will be permitted to view the contents of their personnel file with a member of the Human Resources office after first making an appointment to do such with that office. Such appointment shall be on the employee's own time.

SECTION 3. Any material that the employee finds questionable or objectionable in his/her personnel file may be addressed through the established grievance procedure in this Agreement.

SECTION 4. 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 policy. Members of this unit may receive a copy of reports upon written request pursuant to the applicable Public Records Policy.

SECTION 5. Employees will be notified at the time any inquiry to view their personnel file is made, unless the request is made by a duly authorized management member of the County.

Article 42: TRANSPORTATION REIMBURSEMENT

Based upon the previous parking language and the many issues that have resulted from the previous language, a Corrections Officer, who works his/her regularly scheduled shift will receive ten dollars (\$10.00) per regularly scheduled shift worked by the Employee toward the Employee's transportation expenses. This provision will be in effect for so long as the Cuyahoga County Corrections Center is located in the downtown Cleveland Central Business District. Payments for the transportation reimbursement will be made to the Employee in the subsequent month.

Article 43: NON-USE OF EMPLOYEE VEHICLE

The Employer shall not anticipate nor direct the Employee to use the Employee's vehicle for any working purpose whatsoever.

Article 44: USE OF SHERIFF'S VEHICLES

SECTION 1. The Employer shall develop a written policy and procedure concerning the use of departmental vehicles by bargaining unit Employees. Such document shall be in compliance with prevailing federal, state, county and local laws and ordinances.

SECTION 2. No Employee may operate any departmental vehicle unless specifically assigned by supervisory personnel and in possession of a valid Ohio driver's license. It shall be the responsibility of the bargaining unit members to notify the Employer of any driver license suspensions or revocations within seven (7) days of such action.

SECTION 3. Employees will be trained in the operation of the communication equipment prior to being assigned to operate a county vehicle.

SECTION 4. An armed Deputy will be assigned to accompany any transportation involving an inmate.

Article 45: PART-TIME EMPLOYMENT

SECTION 1. This article defines the policy of part-time employment as it pertains to the bargaining unit members. The policy shall be in compliance with prevailing federal, State and local laws and ordinances.

SECTION 2. Bargaining unit members must apply on an annual basis to the Employer and obtain the Employer's written permission prior to engaging in part-time employment outside the Sheriff's Department. The granting or denial of such request shall be governed by the following criteria:

- a) The part-time 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 part-time 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 part-time employment may not be such as would create an appearance of impropriety;
- d) The part-time employment may not be at a place of business where any principal or officer of the business itself has been convicted of, or is under investigation for, serious criminal conduct;
- e) The part-time employment may not involve more than twenty (20) hours of work per week; and,
- f) When deemed necessary by the Employer, the employee seeking part-time employment must 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 would hold the Employer, Cuyahoga County and their representatives harmless from any actions or inactions arising out of the employee's part-time employment.

SECTION 3. Requests must be approved by the Employer prior to the commencement of part-time employment and such applications must be renewed annually thereafter. Requests for approval will be acted upon by the Employer as soon as practicable. The Employer shall have the right to rescind previously granted permission for part-time employment upon a change of circumstances and in accordance with the criteria set forth above. In view of the nature of the duties of Correction Officers and the liability which may flow from their actions or inactions, the parties agree that neither the Employer's denial of a request for part-time employment, nor the Employer's rescission of previously granted permission for such employment, shall be subject to the grievance procedure or any other appeal beyond the Employer.

SECTION 4. Under no circumstances will bargaining unit members be allowed to wear a Correction Officer uniform during the hours of part-time employment.

Article 46: LAYOFF AND RECALL

SECTION 1. When the Employer determines that a layoff or job abolishment is necessary, the Employer shall notify the affected Employee(s) and the Union at least fourteen (14) days in advance of the effective date of such layoff. 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 an employee involved in a layoff action who is on layoff due to reasons other than job abolishment.

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

- a) temporary employees;
- b) part-time employees;
- c) new hires who have not completed their probationary period;
- d) employees who have completed their probationary period.

In the event that more than one employee has the same date of hire, seniority will be determined by alphabetical listing of their last name, with "A" being the highest and "Z" being the lowest in seniority on the initial date of hire.

SECTION 3. Employees who are laid off shall be placed on a recall list for a period of twelve (12) months. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff. Seniority will terminate after twelve (12) continuous months of layoff. Seniority will accrue during those twelve (12) months, however.

SECTION 4. Notice of recall shall be sent to the employee by certified mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee. A copy of such notice shall be sent to the Union.

SECTION 5. The recalled employee shall have seven (7) calendar days following the date of the receipt of the recall notice, as received by the Union or employee, to notify the Employer of the intention to return to work and shall have three (3) additional calendar days to report for duty unless a later date for returning to work is otherwise specified in the notice.

SECTION V. LEAVES

Article 47. SICK LEAVE

SECTION 1. Each member of the bargaining unit shall earn sick leave credit at the rate of .0575 hours for each hour worked, not to exceed one hundred fifty (150) hours in one year. Sick leave credit shall be prorated to the hours of completed service in each pay period. Unused sick leave may be carried forward from one calendar year to the next without a maximum.

SECTION 2. An employee who is unable to report for work, and who is not on a previously approved absence, shall notify the Employer at least one (1) hour prior to the

start of the employee's scheduled work assignment, unless emergency conditions prevent such notification. The employee shall submit to the Employer a request and justification of sick leave through the County's web based timekeeping system within eight (8) hours following the return to work. All required medical documentation must be submitted within three (3) calendar days. If such request is disapproved, the employee may be subject to disciplinary action, including dismissal.

SECTION 3. Subject to the approval of the Employer, sick leave may be used by the employee for the following reasons:

- 1) Illness, injury, or pregnancy-related condition of the employee, or member of the employee's immediate family living in the employee's household or where the employee's presence is reasonably necessary for the health and welfare of the affected family member;
- 2) Exposure to a contagious disease which could jeopardize the health of other employees;
- 3) Examination or treatment of an employee, or member of his immediate family where the employee's presence is reasonably necessary including medical, psychological, dental, or optical examination by an appropriate practitioner. The employee shall notify the Department forty-eight (48) hours in advance of a medical appointment, unless emergency circumstances prevent such notice.

For purposes of this section, definition of immediate family shall include: grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, step-parents, spouse, children, step-children, grandchild, a legal guardian, or other person who stands in place of a parent.

SECTION 4. When an employee requests the use of sick leave for three (3) consecutive days or more, the employee shall furnish to the Employer a certificate from a physician, dentist, or other licensed practitioner stating that the employee is able to return to work without restrictions. When an employee requests the use of sick leave for a period of time for which a previous request for use of other accrued leave (e.g. vacation or compensatory time) has been denied, the employee shall furnish a certificate from a physician, dentist, or other licensed practitioner immediately upon the employee's return to work.

SECTION 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 dismissal. An employee who engages in the patterned use of sick leave shall be warned by the Employer before being subject to discipline. A pattern use/abuse of sick leave shall include, but not be limited to repeated periods of sick leave usage before, on, and/or after holidays, vacation days, regular

days off; after pay days; absence related to overtime assignments; partial days; or maintaining zero or near zero leave balances. The Employer may require Employees who have been warned and/or disciplined for such conduct to submit medical documentation for the future use of sick leave.

SECTION 6. The Employer may require that an employee submit to a medical and/or psychological examination in order to determine the employee's capability to perform the employee's position. Such examination shall be conducted by a physician or licensed practitioner designated by the Employer, and the cost of the examination shall be paid by the Employer. If the employee is found to be unfit for duty, an eligible employee may be placed on sick leave, alternative work, leave of absence without pay, Family Medical Leave, or disability separation.

SECTION 7. Unless otherwise approved by the Employer, only accumulated sick leave may be used for an approved absence(s) as defined in Section 3 of this Article.

SECTION 8. If an employee uses sick leave under circumstances that qualify for leave under the Family and Medical Leave Act ("FMLA"), the use of sick leave and the use of any leave authorized or permitted under Section 7 and FMLA leave shall run concurrently.

SECTION 9. Any employee who uses no sick time, and has no attendance violations, as defined by the Employer's attendance policy, for any "rolling" six (6) month period will be permitted, upon the employee's request, to convert up to 40 hours of sick leave to vacation leave. Such conversion may only occur twice in a 12 month period.

Article 48: SICK LEAVE DONATION PROGRAM

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

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

- a) A serious medical condition as defined under the Family Medical Leave Act (FMLA) that would require the employee to be away from work for more than ten (10) consecutive working days. Employees with intermittent absences (less than 10 consecutive days) do not qualify for leave donation;
- b) Exhausted all accrued leave, including sick time, vacation time, compensatory time, and workers compensation benefits;
- c) Submitted documentation from a physician verifying the medical condition and duration;
- d) Submitted a fully-executed FMLA Dept. of Labor Form WH-380;
- e) Given written permission to inform the employee's fellow bargaining unit members of the need for donated leave.

The maximum amount of donated leave that a donee employee may receive is three hundred (300) hours.

SECTION 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 thirty-six (36) 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.

SECTION 4. Written notification of the need for donated leave shall be made by the employee or a Union Director to the Sheriff's designee. A notice will then be posted for ten (10) calendar days informing employees of this unit about the request for sick leave donations. No donations will be accepted after that ten (10) day posting period. The Sheriff's Department 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 Sheriff's designee.

Article 49: VACATION LEAVE

SECTION 1. Vacation accrual is based on years of service and begins on the first day of employment with the County. Employees who have previous service with any political subdivision of the State of Ohio may receive service credit for vacation accrual. To receive credit, employees must provide Human Resources with a *service credit verification form*, completed by their former employer(s), within sixty (60) days of their date of hire. Forms received after sixty (60) days will be accepted; however, any service accrual granted will start from the beginning of the pay period in which the form is received. The service credit verification form is available online, or a paper copy can be requested from Human Resources.

Eligible full-time employees in active pay status accrue vacation each pay period based on the following years of service:

Years of Service	Biweekly Accrual Rate	Yearly Accrual Total	Maximum Accrual Allowance
Less than 5	3.1 hours	80 hours/10 days	240 hours/30 days
5 to less than 15	4.6 hours	120 hours/15 days	360 hours/45 days
15 to less than 25	6.2 hours	160 hours/20 days	480 hours/60 days
25 or more	7.7 hours	200 hours/25 days	600 hours/75 days

Once an employee's vacation leave balance reaches the maximum accrual allowance, no further vacation leave will accrue until the balance drops below the maximum amount.

SECTION 2. The Employer may permit an employee to accumulate and carry over vacation leave to the following year. No vacation leave shall be carried over for more than three years. Any vacation leave not carried over will be paid to the employee on the employee's anniversary at the applicable rate of pay.

SECTION 3. An employee is entitled to compensation at his rate of pay for the prorated portion of any earned but unused vacation leave for the current year to his credit at termination of employment.

ARTICLE 50: USE OF VACATION LEAVE

SECTION 1. Vacation day selection (by seniority) will occur at the same time as shift and off-day selection. The employee shall be allowed to look at the open vacation availability immediately before he signs his schedule (open book). An employee can combine any unused vacation balances with available compensatory time; or use the balance of less than a regular scheduled day on a "no pay/no AWOL" basis.

SECTION 2. No employee will be permitted to reserve a vacation day unless they have earned vacation time prior to the requested date.

SECTION 3. Open vacation days that exist after the least senior officer has made his selection will be posted as being open for officers on a first come basis. Officers must apply for these open days at least seven (7) days in advance. The Employer shall approve or deny the request for open vacation days within seven (7) days of the submitted request.

SECTION 4. An employee who does not elect to use some or all of his vacation leave will be paid at his regular rate of pay.

SECTION 5. An employee may use his time in one (1) hour increments or greater, if staffing permits.

Article 51: ACCRUED TIME RECORDS

SECTION 1. The Employer will provide each employee with a bi-weekly complete accounting of accrued time in all accrued time categories.

SECTION 2. On the first day of each calendar month, the AWOL report shall be provided electronically to the Union and a designated Union Director.

Article 52: INJURY/ ILLNESS LEAVE

SECTION 1. Upon receipt of a written statement from an Employee's attending physician or medical authority indicating that the Employee is unable to perform the Employee's job duties due to an illness/injury that is the direct result of: (1) responding to a call for assistance; or (2) participating in Employer mandated training, the Employer may grant up to one hundred twenty (120) consecutive calendar days of injury/illness leave. The injury/illness shall not be the result of negligence, carelessness, or recklessness by the Employee.

SECTION 2. In the event an Employee is absent due to a disabling injury incurred on duty during an actual physical interaction with an inmate, 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 reasonable accommodation and, provided further, such period shall not exceed one hundred fifty (150) consecutive calendar days within one (1) year of the date of injury. In order to be eligible, the Employee must timely 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 injury;
3. Indicates that the Employee is unable to perform the assigned duties with or without reasonable accommodation;
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 3. The granting of injury/illness leave shall not be unreasonably denied and shall be granted or denied within seven (7) calendar days after a complete request with all documentation and/or information required under this Article has been made.

SECTION 4. The Employer may grant the Employee injury/illness leave beginning on

the eighth (8th) calendar day of absence, or the first (1st) day the Employee is admitted to a hospital as an inpatient, whichever is earlier. At the Employer's discretion, the Employee may be subject to examination by a physician selected by the Employer. Such examination will be at the expense of the Employer at the Employer's expense and/or required to submit a supplemental written statement from the Employee's attending physician or medical authority verifying the need for continued illness/injury leave if the attending physician or medical authority did not identify a definite date of return to duty in the written statement originally submitted. The Employee is responsible for providing the Department of Human Resources with any changes to the Employee's address and/or phone number while on injury/illness leave.

SECTION 5. In order to be considered, a request for injury/illness leave must be made within seventy-two (72) hours of the time at which the disabling injury occurred. However, the timelines established in this article do not relieve the Employee of any other workplace injury reporting obligations established by the Employer.

SECTION 6. The Employer may require the Employee, if able, to accept an alternative work assignment. This determination shall be made by the Employer based upon the medical evidence provided.

SECTION 7. Any Employee who is on leave subject to this Article shall apply for Worker's Compensation benefits. Any Worker's Compensation temporary-total benefits which accrue during injury/illness leave shall be returned to the Employer for the duration of the leave. Any leave taken pursuant to this Article may be designated as FMLA leave at the Employer's initiative as permitted by law.

Article 53: STRESS LEAVE

SECTION 1. When an employee is involved in an on-duty critical incident (i.e. inmate death, suicide, hostage situation or attempted suicide) resulting in serious physical injury or death, the employee will be relieved of duty, with no loss of pay, for the remainder of the shift. The employee may decline stress leave. 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).

Additional stress leave may be approved with submission of medical documentation, up to a maximum of five (5) days, which will not be charged against any accrued time category.

Article 54: BEREAVEMENT LEAVE

SECTION 1. All full-time Employees who experience the loss of a spouse, mother, father, step-parent, child, step-child, or persons to whom they stand in loco parentis or who stood in loco parentis to them, will be granted up to five (5) days of paid bereavement leave.

Full-time Employees are entitled to up to three (3) days of paid bereavement leave for the loss of a brother, sister, half-brother, half-sister, step-brother, step-sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, uncle, aunt, niece or nephew, or any relative residing with the Employee (proof of residency required).

To be eligible for bereavement leave, the Employee must provide appropriate documentation supporting the request for leave (e.g., obituary, funeral/memorial service program, death certificate, etc.). Bereavement leave must be used within sixty (60) calendar days of the loss. Bereavement leave may be taken as a continuous period or on an intermittent basis. If an Employee needs additional time away from work, the Employee may request to use accrued sick leave, vacation leave, compensatory and/or exchange time with the approval of the Sheriff. Once these paid leaves are depleted, Employees may request an unpaid personal leave of absence.

Article 55: COURT LEAVE/JURY DUTY LEAVE

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

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

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

Article 56: MATERNITY LEAVE OF ABSENCE

SECTION 1. Upon request and thirty (30) day notification, or as soon as practicable if circumstances dictate otherwise, any employee who becomes pregnant 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. After exhaustion of accrued sick leave or other employment time which has been approved by the Employer, the employee shall be placed on maternity leave of absence without pay for a period of time not to exceed six (6) months, provided the employee has sufficient service time with the Employer. An additional period of time up to six (6) months may be granted, subject to Employer approval.

SECTION 2. If the Employer has reason to believe that any 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.

Article 57: PATERNITY LEAVE

An employee who is the father of a newborn child shall receive leave consistent with the County's Family and Medical Leave Act policy if eligible under the policy.

Article 58: MILITARY LEAVE WITH PAY

SECTION 1. Employees who are members of the Ohio National Guard, the Ohio Military Reserve, the Ohio Naval Militia, or the Reserve Forces of the United States Armed Forces are entitled to military leave of absence from their duties, without loss of pay or benefits, for such time as they are in the military service, on field training or active duty for a period not to exceed thirty-one (31) days in any one calendar year. The maximum number of hours for which payment can be made in any one calendar year is one hundred seventy-six (176) hours.

SECTION 2. A copy of the military orders or notice to report shall be submitted to the Employer prior to the effective date of orders.

SECTION 3. The Employer will comply with all state and federal laws regarding members of the Ohio National Guard, the Ohio Military Reserve, the Ohio Naval Militia, or the Reserve Forces of the United States Armed Forces. The parties acknowledge that the state and/or federal law will control over any conflicting language within this CBA, as well as any current or future MOU or other agreement entered into between the parties.

Article 59: EDUCATIONAL LEAVE

An employee may be allowed time off from his position, without loss of pay and benefits, for the purpose of taking job-related educational courses or training at an approved institution. Maximum time off may not exceed ten (10) hours per week unless approved by the Human Resources Department and the Sheriff. If written approval was obtained from the Human Resources Department before the beginning of the course, tuition expenses may be reimbursed after satisfactory completion.

Article 60: LEAVE OF ABSENCE WITHOUT PAY

SECTION 1. A leave of absence without pay may be granted to an Employee. The granting of such leave is at the sole discretion of the Sheriff, based upon the unique circumstance of each request, and, therefore, shall not be subject to the grievance procedure or any other avenue of appeal. Such leave is not to exceed one hundred eighty (180) days. Application for such leave shall be made in writing at least fourteen (14) calendar days prior to the beginning of said leave, unless emergency conditions

prevent such notice. The application shall state the reason(s) for requesting the leave of absence, any associated documentation, and the dates for which the leave is being requested.

SECTION 2. If it is found that a leave is not actually being used for the purpose for which it is granted, the employee shall be subject to disciplinary action.

SECTION 3. An employee who fails to return to duty upon the 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.

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

SECTION VI. TERMINATION OF EMPLOYMENT

Article 61: RETIREMENT

SECTION 1. 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

SECTION 2. Members of the bargaining unit are employees of the Cuyahoga County Sheriff's Department and as such are classified civil servants in accordance with Chapter 123 of the Ohio Administrative Code. The retirement plan for all bargaining unit employees shall be in strict compliance with prevailing federal, state, and local statutes and regulations, and with Chapter 145 of the Ohio Revised Code (Ohio Public Employees Retirement System (OPERS)).

SECTION 3. The employee's retirement plan shall be governed by OPERS.

Upon ratification of the Agreement by all parties (or conciliation award, whichever is earlier), the Employer shall forthwith initiate implementation of a salary pickup plan pursuant to OPERS rules and Sections 401(A) and 501(A) of the Internal Revenue Code which provides for public employee pension plans to obtain tax deferred status. Said implementation shall be completed within thirty (30) days of ratification.

The full amount of the employee's statutorily required contribution to OPERS shall be deducted from the gross pay of each bargaining unit employee and shall be picked up by the Employer. The employee's pension contribution will not be included in gross taxable income when calculating Federal and State income tax withholding. The pickup plan has no impact on gross salary.

Article 62: SEPARATION AND RESIGNATION

When employment is terminated with a bargaining unit employee through resignation or removal, the employee shall receive full compensation at his/her current rate for accrued vacation, holiday and compensatory time.

SECTION VII. MISCELLANEOUS

Article 63: SEPARABILITY CLAUSE

SECTION 1. If any clause, sentence, paragraph, or part of this Agreement, or the application thereof to any person or circumstances shall, for any reason, be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement or if the provisions of this Agreement shall become invalid by any present or future law, then the remainder of this Agreement and supplemental Agreements shall remain in full force and effect for the term of the Agreement.

SECTION 2. The Union and Employer shall meet to renegotiate or correct the article, clause, paragraph, sentence, word or part thereof, to come into compliance with the law.

Article 64: REPRODUCTION OF AGREEMENT

The County will post this Agreement on-line. Bargaining unit employees may obtain a hard-copy upon request at the Department of Human Resources.

Article 65: EXPIRATION AND RENEWAL

This Agreement is effective upon the date of ratification by County Council, and notwithstanding any other dates referenced on the cover the Agreement, as footers on each page or elsewhere therein, unless specifically indicated. The Agreement shall remain in full force and effect until 11:59 p.m. on, December 31, 2025 and shall thereafter continue in full force and effect from year to year and shall be renewed for successive years unless written notice of termination or a desire to modify or change this Agreement is given, in writing, by either party at least sixty (60) days prior to the expiration date. Upon receipt of such notice, a conference shall be arranged within thirty (30) days.

Article 66: REASSIGNMENT OF NON-SECURITY WORK

SECTION 1. So long as there is no reduction in the number of Correction Officers, in the interest of maintaining efficiency and economy of operations, the Employer may assign non-security functions to persons/entities outside of the bargaining unit. Such non-security functions include but are not limited to: preparing food in the kitchen, washing/folding laundry, loading/unloading docks, providing commissary, or the performance of clerical tasks. This is not meant to be an exhaustive list but is meant to provide clarity regarding the parties' intent concerning the definition of non-security functions. The parties agree that security may still need to be provided in the kitchen, laundry room, dock areas, etc. The Employer's decision as to what is considered a non-security function is subject to the grievance procedure.

SECTION 2. Should the Employer opt to exercise its rights under Section 1, it shall provide the Union with at least thirty-days (30) notice of the change and offer to discuss the effects of such action on the members of the bargaining unit.

Article 67: NEW TECHNOLOGIES

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

Article 68: FACILITIES

In the event of a relocation of the Cuyahoga County Corrections Center, bargaining unit employees, including those on leave or laid off, shall be provided first opportunity to transfer to the new facility, according to seniority, before any new correction officers are hired.

FOR THE OPBA:



Adam M. Chaloupka,
OPBA General Counsel

8/7/2023

Date

FOR THE COUNTY:

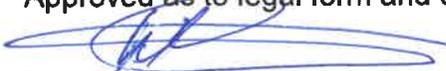


Chris Ronayne,
County Executive or Designee Pursuant to
Executive Order No. 2023-0003

8/9/23

Date

Approved as to legal form and correctness:



Cuyahoga County Department of Law

Exhibit A

Cuyahoga County Sheriff's Department Corrections Officers Uniform / Appearance Policy

1. In an effort to project a professional appearance, all uniformed Corrections Officers of all ranks will comply with the basic guidelines of personal hygiene and uniform maintenance. Good hygiene begins with clean skin and breath.
2. The issued uniform will consist of and be worn in the following manner:
 - Issued uniform trousers, clean and pressed.
 - Issued uniform shirt, clean and pressed, that must be tucked in and buttoned one button below the collar at all times while wearing the uniform. This is maintained on and off duty. Officers are issued lockers and uniforms will be worn but must be purchase. Officers working in Facility Services (Laundry, Kitchen, and SSD) may purchase black T-shirts with Corrections Officer patch on sleeves to wear on duty in these areas.
 - White crew neck T-shirt, clean and in good condition. All undergarment sleeves must be covered.
 - Black socks.
 - Black (only) tie up shoes or boots polished.
 - Black leather belt with open, non-ornamental buckle.
 - Issued picture ID badge worn on the upper torso with picture visible at all times.
3. Additional attachments to the Uniform:
 - Cloth badges will be issued and must be sewn on the left breast above the pocket.
 - The American flag is the only additional patch allowed to be added to the uniform shirt and must be worn on the right breast above the pocket.
 - No earrings, tongue rings or other facial jewelry are to be worn on duty.
 - Plain black or navy-blue sweaters or jackets will be permitted with Corrections Officer patch on sleeves, on other visible symbols.
4. Hair Regulations:
 - Hair including facial hair, shall be neat and groomed.
 - Hair beyond the collar shall be neatly pulled back.
 - Haircuts, hairstyles, or hair coloring must be neat and professional.
 - Black Sheriff's Department baseball caps may be worn with bill directly to the front.
5. Additional Permitted Items:
 - Small Maglite flashlights

- Issued handcuffs for Officers trained to use them
- Key fobs
- Prescription glasses
- Glove packs
- Pocket notepads and pens
- Black protective gloves
- Pagers

6. Special Response Team (SRT, K-9)

- Black T-shirt.
- Black issued pants.
- Black issued shirt.
- Tactical boots with the pants bloused or tucked in above the boot (polished).
- Tactical gloves.
- All issued equipment must be worn at all times.