

DEPUTY SHERIFFS' CONTRACT

CUYAHOGA COUNTY

&

**LABORER'S INTERNATIONAL UNION OF
NORTH AMERICA LOCAL NO. 860**

**EFFECTIVE January 1, 2024 THROUGH
DECEMBER 31, 2026**

DEPUTY SHERIFFS' CONTRACT

INDEX

I. INTRODUCTION	1
Article 1. PREAMBLE	1
Article 2. PURPOSE OF AGREEMENT	1
Article 3. PLEDGE AGAINST DISCRIMINATION	1
Article 4. EMPLOYER'S MANAGEMENT RIGHTS	1
II. UNION-RELATED	2
Article 5. UNION RECOGNITION	2
Article 6. PROBATIONARY PERIOD	2
Article 7. UNION REPRESENTATION	3
Article 8. UNION SECURITY/CHECKOFF OF UNION DUES	4
Article 9. UNION BUSINESS LEAVE OF ABSENCE	5
Article 10. NO STRIKE/NO LOCKOUT	6
Article 11. BULLETIN BOARD	6
Article 12. DISTRIBUTION OF RULES AND PROCEDURES	6
Article 13. LABOR/MANAGEMENT MEETINGS	7
III. WAGES AND BENEFITS	7
Article 14. WAGES	7
Article 15. HOURS OF WORK/OVERTIME	9
Article 16. COURT TIME/CALL-IN PAY/ON-CALL	10
Article 17. ASSUMPTION OF RANK	11
Article 18. LONGEVITY	11
Article 19. HOLIDAYS	11
Article 20. UNIFORMS	12
Article 21. IDENTIFICATION CARD	13
Article 22. GROUP INSURANCE	13
Article 23. EMPLOYEE'S NO SICK TIME	15
Article 24. HOSPITALIZATION DURING LAYOFFS	15
IV. TERMS & CONDITIONS OF EMPLOYMENT	15
Article 25. SENIORITY	15
Article 26. EMPLOYEE ASSIGNMENT AND TRANSFER	16
Article 27. HEALTH & SAFETY	17
Article 28. EVALUATION OF DEPUTY SHERIFFS	22
Article 29. INCIDENT WRITE UPS	22

Article 30. EMPLOYEE DISCIPLINE	22
Article 31. GRIEVANCE PROCEDURE	24
Article 32. PROMOTIONAL EXAMINATIONS	27
Article 33. PROMOTION OUT OF THE UNIT	27
Article 34. PERSONNEL RECORDS	27
Article 35. USE OF PERSONAL VEHICLES	28
Article 36. LAW ENFORCEMENT/ PEACE OFFICER DUTIES	28
Article 37. OUTSIDE EMPLOYMENT	29
Article 38. LAYOFF AND RECALL	30
V. LEAVES	31
Article 39. SICK LEAVE	31
Article 40. FITNESS-FOR-DUTY EXAMINATION	33
Article 41. SICK LEAVE DONATION	33
Article 40. VACATION LEAVE	34
Article 43. USE OF VACATION LEAVE	35
Article 44. ON-DUTY INJURY/ILLNESS LEAVE	35
Article 45. STRESS LEAVE	36
Article 46. BEREAVEMENT LEAVE	37
Article 47. COURT LEAVE/JURY DUTY LEAVE	37
Article 48. PERSONAL COURT LEAVES	37
Article 49. MILITARY LEAVE WITH PAY	38
Article 50. EDUCATIONAL LEAVE AND TRAINING	38
Article 51. LEAVE OF ABSENCE WITHOUT PAY	38
Article 52. PREGNANCY NOTIFICATION & MATERNITY LEAVE	39
Article 53. PAID PARENTAL LEAVE	40
VI. MISCELLANEOUS	400
Article 54 DIRECT DEPOSIT OF PAYCHECKS	40
Article 55. WAIVER IN CASE OF EMERGENCY	41
Article 56. SEPARABILITY CLAUSE	41
Article 57. CONDITIONS OF AGREEMENT	41
Article 58. REPRODUCTION AND DISTRIBUTION OF AGREEMENT	42
Article 59. EXPIRATION AND RENEWAL	42

I. INTRODUCTION

Article 1. PREAMBLE

This Agreement is entered into by and between Cuyahoga County, further known herein as the "Employer" or "County", and the Laborer's International Union of North America Local No. 860, herein known as the "Union" representing employees, defined herein as Deputy Sheriffs and herein known as "Employees" in the Cuyahoga County Sheriff's Department, located at 1215 West Third Street, Cleveland, Ohio 44113, or any other location that is used in the normal use of everyday business conducted by the Cuyahoga County Sheriff's Department.

Article 2. PURPOSE OF AGREEMENT

It is the intention of this Agreement to maintain harmonious relations between Cuyahoga County, specifically the Cuyahoga County Sheriff's Department and the Employees of the County represented by the Union. Further, all dealings between the parties to this Agreement shall be conducted in a legal manner and consistent with efficient and progressive service towards the County, Employees, and the public interest.

Article 3. PLEDGE AGAINST DISCRIMINATION

The provisions of this Agreement shall be applied equally to all Employees in the bargaining unit without discrimination on the basis of race, color, religion, sex, national origin, sexual orientation, gender identity, disability, age, ancestry, marital status, political opinions or affiliations, or for activities on behalf of the Union. Both parties equally share the responsibility for applying this provision of the Agreement.

Article 4. EMPLOYER'S MANAGEMENT RIGHTS

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

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

- 5) to suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, train, and administer tests based on the training, and schedule, promote and retain Employees;
- 6) to determine the adequacy and size of the work force;
- 7) to determine the overall mission of the Employer as a unit of government;
- 8) to effectively manage the work force;
- 9) to take actions to carry out the mission of the public Employer as a governmental unit;
- 10) to require a medical, toxicological, or psychological examination to determine performance capability and suitability for continued employment, at the Employer's expense, from a physician designated by the Employer.

Further, this Article does not limit the rights of the Employer under Ohio Revised Code Section 4117.08, nor the rights of either party under Chapter 4117, unless otherwise specifically limited in this Agreement.

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 sworn full-time Deputy Sheriffs, as described by the State Employment Relations Board (SERB), but excluding all others.

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

SECTION 3. All of the terms of this Agreement reached between the County and the Union are binding upon all Employees in the bargaining unit and cannot be changed by either individual Employees or the County.

Article 6. PROBATIONARY PERIOD

SECTION 1. Employees entering this unit are probationary Employees for a period of three hundred sixty-five (365) days. There shall be no extension of the three hundred sixty-five (365) day probationary period other than for a leave of absence of that Employee during that three hundred sixty-five (365) day period.

SECTION 2. A newly hired probationary employee shall be afforded union representation upon employment. Any Employee discharged during the probationary period shall not be eligible for arbitration under the "Grievance Procedure" article.

SECTION 3. Any Cuyahoga County benefits plan, including health care, shall be effective on the first (1st) day of the calendar month following the new Employee's date of hire as a Deputy Sheriff. Any new Deputy Sheriff who was enrolled in the County's benefits plan at the time of entering this bargaining unit shall continue to receive uninterrupted benefits.

Article 7. UNION REPRESENTATION

SECTION 1. Employees selected by the Union to act as Union representatives for the purpose of processing grievances under the Grievance Procedure shall be known as "stewards." Each steward shall have an alternate who shall act as steward when the regular steward is absent from work or is unavailable due to job duties.

SECTION 2. The County shall recognize up to eight (8) stewards and (4) alternates throughout the bargaining unit. The Union shall notify the County regarding the actual assignments of the stewards by location and/or unit.

SECTION 3. Stewards shall be permitted reasonable time to investigate and/or process grievances, to represent Employees in pre-discipline conferences or, investigatory interviews, and to handle other related union business during normal work hours without loss of pay, subject to the following rules:

A. Stewards shall endeavor to conduct union business with proper regard for the County's operational needs and work requirements.

B. An Employee having a grievance as defined herein shall notify his/her steward who will notify the Employee's immediate supervisor to arrange for the release of the Employee to meet with the steward. This shall be done in accordance with the provisions of Section 8 of this Article. If the Employee elects, the County will endeavor to allow the same Union steward to represent the Employee throughout the grievance procedure.

C. During work hours, before a steward may investigate or process a grievance or represent an Employee in a pre-discipline conference or investigatory interview, the steward must receive the consent of his/her immediate supervisor prior to leaving his/her work station to conduct such union business. Such supervisor consent will not be unreasonably withheld. The steward shall record on a special Steward Activity Sheet the time he/she starts his/her union work. (Upon request, a copy of this record will be furnished to the Union.)

D. When it is necessary for a steward to enter a department (or section of a department) supervised by a supervisor other than his/her own, he/she shall report first to the supervisor in charge and advise him/her of the purpose of his/her being there. When it is necessary for a steward to speak with a bargaining unit Employee regarding union business during times that the Employee is expected to be working, he/she shall report to the Employee's immediate superior to obtain consent. Such supervisor consent will not be unreasonably withheld.

E. Upon returning to his/her job, the steward shall first report to his/her own supervisor before resuming work if the supervisor is available (or if he/she is unavailable, as soon as possible after resuming work).

SECTION 4. Stewards are expected to perform their job duties and to meet the performance expectations of their jobs.

SECTION 5. The Union shall furnish the County a written list of names of stewards and alternate stewards, including locations to which each is assigned. The Union shall promptly furnish the County with a revised list as necessary to reflect any changes therein.

SECTION 6. A steward having an individual grievance in connection with his/her own work may ask a Union officer to assist him/her in adjusting the grievance with his/her supervisor.

SECTION 7. Meetings between the County and the Union concerning grievances shall be scheduled by the County within the parameters established by the "Grievance Procedure" article. If such a grievance meeting is scheduled during regular duty hours of the grievant and/or the steward representing the grievant, neither, if present, shall suffer any loss of pay while attending the meeting. A steward must give his/her supervisor notice of intent to attend a grievance meeting sufficiently in advance of the meeting to avoid any disruption of County operations. A steward shall be permitted to record any meeting and the Union shall provide a copy of a recording it intends to introduce as an exhibit.

SECTION 8. If available, office space shall be provided to the Union. The location of said space shall be at the sole discretion of the County. The County will provide Union with space for a locked filing cabinet. The Union shall be responsible for purchasing and maintaining the locked filing cabinet at its expense.

Article 8. UNION SECURITY/CHECKOFF OF UNION DUES

SECTION 1. All bargaining unit Employees who are members of the Union on the date this Agreement is signed and all other Employees in the bargaining unit who become members of the Union at any time in the future are required to pay dues, initiation fees and other fees required by the Union's Constitution or Bylaws to maintain membership in good standing.

SECTION 2. All bargaining unit Employees who do not become or elect not to become members of the Union may voluntarily consent to pay to the Union through payroll deduction, a fair share fee as a contribution toward the administration of this Agreement. An Employee is not required to pay fair share fees unless the Employee voluntarily consents to do so. Should a bargaining unit Employee not voluntarily consent to pay a fair share fee to the Union and later requests the Union to represent him or her, the Union shall charge the Employee for representation services if permitted by law.

SECTION 3. The County will deduct fair share fees or regular monthly dues, initiation fees, readmission fees and other authorized fees from the pay of bargaining unit Employees upon receipt from the Union of individual written authorization cards voluntarily executed by an Employee for that purpose and bearing the Employee's

signature, provided that any Employee shall have the right to revoke such authorization in accordance with state and federal law. The County will be relieved of its obligation to check off an Employee's dues and/or other authorized fees if the Employee revokes checkoff in accordance with the Union's authorization card and notifies the County in writing. Copies of Employees' checkoff authorization cards are available from the Union on request. The Union agrees to hold the County harmless, financial or otherwise, in regards to any deductions made pursuant to this Article.

SECTION 4. Deductions will be made from the pay of all Employees bi-weekly. In the event an Employee's pay is insufficient for the deduction to be taken, the County will deduct the amount from the employee's next regular pay where the amount earned is sufficient.

SECTION 5. All deductions under this Article, together with an alphabetical list of names of all Employees whose fees and/or dues have been deducted, shall be transmitted to the Union no later than the tenth (10th) day following the end of the pay period in which the deduction is made. Upon receipt, the Union shall assume responsibility for the disposition of all funds deducted.

SECTION 6. The County shall place back on Check-off those Employees who return to the active payroll from a leave of absence, layoff, suspension, or who are transferred back into the bargaining unit.

SECTION 7. When the County deducts the incorrect amount of dues or fees from an Employee's paycheck, the County shall correct the error as soon as reasonably practicable.

SECTION 8. The County shall provide the Union with a seniority list of bargaining unit Employees on a monthly basis.

Article 9. UNION BUSINESS LEAVE OF ABSENCE

SECTION 1. Upon the written request of the Union Business Manager, a leave of absence without pay not to exceed seven (7) calendar days may be granted to no more than one (1) Employee in the bargaining unit to perform any function on behalf of the Union provided that the County receives notice fourteen (14) calendar days in advance of the leave of absence.

SECTION 2. 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 negotiating an agreement with the County. However, the Union shall reimburse the County for all hourly wages paid to bargaining unit members participating in said negotiations under this Section.

SECTION 3. A reservoir not to exceed twenty-six (26) working days shall be available to those members who claim time off under this Article in the first year of the contract and fifty-two (52) days will be available in the final year of the contract.

Article 10. NO STRIKE/NO LOCKOUT

SECTION 1. Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the County and the Union recognize their mutual responsibility to provide for the uninterrupted services to the citizens of Cuyahoga County.

Therefore, the Union agrees that neither it, its officers, agents, representatives, nor members will authorize, instigate, cause, aid, condone or participate in any strike, sympathy strike, work stoppage, or any other interruption of operations or services of the County by its members, or other Employees of the County, during the term of this Agreement. When the County notifies the Union that any of its members are engaged in any such strike activity, as outlined herein, the Union shall immediately, conspicuously post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all Employees to immediately return to work.

Should the Union fail to post such notice, the County shall have the option of seeking appropriate legal remedies. Any Employee failing to return to work after notification by the Union as provided herein, or who participates or promotes such strike activities as previously outlined, may be disciplined and/or discharged and only the question of whether or not the Employee did, in fact, participate in or promote such action shall be subject to appeal.

SECTION 2. The County agrees that neither it, its officers, agents, nor representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of bargaining unit Employees during the term of this Agreement.

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

Article 11. BULLETIN BOARD

The County shall continue to provide the Union with those bulletin boards currently in place. All bulletin board notices of the Union shall bear the signature of an official of the Union. A copy of all posted notices shall be given to the designated employee of the Department of Human Resources prior to posting. No postings shall contain derogatory or abusive statements or depictions of the County or its employees. These restrictions on postings shall not restrict the posting of materials that are considered protected concerted activity under R.C. 4117.01 et seq. Failure to follow the condition set forth above will be grounds for the County to remove any posting without recourse from the Union.

Article 12. DISTRIBUTION OF RULES AND PROCEDURES

SECTION 1. When the County promulgates or amends any rules or procedures, the same shall be posted on County bulletin boards, and/or online, and a hard copy shall be furnished to the Employees within a reasonable time prior to implementation of the rule or procedure. All other notices, announcements, and written directives shall be posted on the County bulletin boards and furnished to the Union.

SECTION 2. The parties recognize that it is the responsibility of the County to inform the Union and the Employees fourteen (14) days in advance of any change in rules, policies and procedures. 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 policy or procedure, through his/her steward or through the Department of Human Resources.

SECTION 3. It is understood that this Article does not relieve any Employee from following instructions or orders in the normal course of work.

SECTION 4. Each unit within the Sheriff's Department shall have the rules, regulations, and procedures posted and/or provided in a manual.

Article 13. LABOR/MANAGEMENT MEETINGS

SECTION 1. In the interest of promoting sound labor-management relations, the County and the Union agree to hold quarterly labor management meetings unless both parties desire to cancel the meeting.

SECTION 2. Labor-management meetings shall be scheduled at least five (5) working days in advance at a time mutually agreeable to the parties.

SECTION 3. Within seventy-two (72) hours prior to each labor-management meeting, the Union shall provide the County with an agenda outlining the matters for discussion, as well as the names of the stewards and Union representatives who will be in attendance. The County will advise the Union if it has any additional matters to include on the agenda.

SECTION 4. Labor-management meetings are not intended to, nor shall they result in, an alteration or modification of the labor Agreement.

SECTION 5. A steward who is scheduled to be at work during the time of this meeting shall receive no loss of pay. The parties agree that the County may require any steward to return to work if the County deems it necessary to meet operational needs and working requirements.

III. WAGES AND BENEFITS

Article 14. WAGES

SECTION 1.

Effective January 1, 2024, each step of the wage scale shall receive a two percent (2%) equity adjustment to each step, plus a two (2%) general wage increase on top of the equity adjustment. Plus there shall be a reduction in the steps from 5 to 4 steps. The following chart illustrates the above wage increases applied to the corresponding hourly step wage rates.

STEP	
1	\$33.67
2	\$35.87
3	\$38.09
4	\$40.29

(a) 2025:

Effective January 1, 2025, each step of the above, modified wage schedule shall be increased by a two percent (2%) equity adjustment, plus a two percent (2%) general wage increase as follows:

STEP	
1	\$35.03
2	\$37.32
3	\$39.63
4	\$41.92

(b) 2026:

Effective January 1, 2026, each step of the above, modified wage schedule shall be increased by a two percent (2%) general wage increase.

STEP	
1	\$35.73
2	\$38.07
3	\$40.42
4	\$42.76

SECTION 2. 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 Cuyahoga County Deputy Sheriff classification until the Employee reaches the maximum step.

SECTION 3. An applicant may be accepted as a lateral-transfer candidate under the following conditions:

- (a) applicant is currently employed as a sworn law-enforcement officer in the State of Ohio or has been laid off from such law-enforcement position within one (1) year of application;
- (b) applicant has a minimum of two (2) years of sworn law-enforcement employment (not including any period of layoff) prior to application; and,

(c) applicant is not currently under an internal affairs investigation or similar departmental investigation for any reason.

The County shall have the right to place newly hired Deputies who meet the conditions stated above at an advanced step of the wage schedule corresponding to documented years of prior experience as a law enforcement officer in a position with comparable qualifications, duties, and responsibilities to a Cuyahoga County Deputy Sheriff.

Article 15. HOURS OF WORK/OVERTIME

SECTION 1. This Article defines the normal work period for bargaining unit Employees and establishes the basis for computing overtime and shall not be construed as a guarantee of hours of work within a normal work period. Nothing contained herein shall be construed as preventing the County from revising work schedules in order to achieve and maintain effective and efficient staffing and operations.

SECTION 2. The normal work period for all full-time Employees within the bargaining unit shall be a forty (40) hour workweek. Specific hourly and weekly work schedules may vary depending upon job assignments. The County shall not implement any shift or schedule change without first providing the Union and affected employees with ten (10) days prior written notice. Scheduled adjustments shall not occur solely to avoid the payment of overtime. Paid holidays, paid vacation leave, compensatory time and pre-scheduled medical appointments shall be considered as time worked within the forty (40) hour workweek for purposes of this article. In addition, any sick leave used within the workweek **prior** to the accumulation of overtime shall be considered time worked.

SECTION 3. An Employee who is required to work more than forty (40) hours per week shall be paid overtime for such time at a rate of pay of one and one-half (1-1/2) times the Employee's regular rate of pay for time actually worked. Overtime accrued by the Employee during a forty (40) hour work week will be reduced by the number of sick leave hours used by the Employee after the accumulation of overtime, providing the sick leave hours were used on the day immediately following the day that overtime was accrued, and the sick leave hours will be paid at a normal accrual rate. For example, if an Employee earns eight (8) hours of overtime on Monday and then uses two (2) hours of sick leave on Tuesday, this would result in the County paying the Employee six (6) hours of overtime (at a rate of one and one-half (1 ½) times the normal accrual rate) and two (2) hours paid at the normal accrual rate.

The County will make a good faith effort to ensure that no employee will be required to work overtime more than sixteen (16) hours in a calendar week, nor mandated to work overtime two (2) consecutive days. This shall not be read to infringe upon any employee's right under this contract regarding voluntary overtime opportunities.

SECTION 4. At the Employee's daily option, these overtime hours may be credited to the Employee as compensatory time at one and one-half (1-1/2) times the normal accrual rate, provided that the total number of hours accrued does not exceed two hundred eighty (280) hours. Compensatory time shall be used within two (2) years of accrual. Use of compensatory time must be approved by the County and shall not be

unreasonably withheld unless it causes undue hardship to the Department. In the event the Employee is unable to use compensatory time within two (2) years of accrual, the County shall pay the Employee all monies due the Employee for overtime actually worked.

Each Employee may, at the Employee's option, cash out up to one-half (1/2) of the Employee's accrued unused compensatory time bank one time each calendar year, on a date to be determined by the County, by providing written notice to the payroll administrator.

SECTION 5. Employees in all Units, including, the FOU, shall be given the opportunity to volunteer for overtime in an overtime book ("the book") each week. The County shall exhaust all Employees who have volunteered for overtime prior to any other method of selection. The County shall award overtime opportunities to Employees on the basis of seniority with the Unit. If a specialty skill set such as Spanish language speaker, cryptocurrency knowledge, or a need for a specific gender or race is necessary to perform the work, the County reserves the right to bypass seniority. Upon exhaustion of all Employees in the book, the County shall page for volunteers. Volunteers who answer the page shall be awarded overtime on a first-come, first-served basis. After a reasonable time, unless impracticable due to an emergency situation, if the County still requires additional Employees for duty, the County may utilize on-call Employees. In the event that all prior methods have been exhausted, the County may mandate Employees to work overtime on the basis of inverse seniority.

SECTION 6. The Employer will grant the use of twenty-four (24) hours of compensatory time leave per year to be used as an employee's personal leave. Personal leave may be taken in four (4) hour increments. The employee must secure authorization seven (7) working days prior to the use of such personal days upon an application form provided by the Employer.

In case of an emergency, the seven (7) day notice may be waived by the Sheriff designee.

Article 16. COURT TIME/CALL-IN PAY/ON-CALL

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

SECTION 2. The County shall designate whether an Employee is in an on-call status. Employees must remain in a work-ready state while on call, and are prohibited from engaging in activities that impair the ability to perform the required job duties, such as consuming alcohol or use of prescription or over-the-counter drugs that impair work performance. Employees are required to respond to the designated location within a reasonable amount of time. Employees are required to keep lines of communication open during on-call periods in case the County attempts to make contact and may be required to carry a County phone or other communication device.

SECTION 3. The County shall designate the on-call period. Non-Specialty Unit Employees may elect to be on call for one-day increments during the on-call period. Employees shall receive 1.0 hours of straight time per scheduled workday and 2.0 hours of straight time per scheduled off day. These hours of straight time will not be credited as hours worked toward overtime. Employees who may be unable to fulfill their on-call obligations as scheduled shall be obligated to arrange for coverage by a qualified Employee. Employees must inform the County in advance and require prior authorization from the County to use substitute coverage either for the Employee's entire scheduled on-call period or on a day to day basis as may be necessary. Substitute Employees shall be compensated based on the scheduled Employee's normal work schedule. Approval from the County shall not be unreasonably denied.

Article 17. ASSUMPTION OF RANK

SECTION 1. An Employee assigned and performing the duties of the shift officer-in-charge shall be compensated at a pay rate of eighteen-and-one-half percent (18.5%) above the Employee's regular rate of pay for time worked as the officer-in-charge.

SECTION 2. Whenever a supervisor assigned to the Old Courthouse-Lakeside, Juvenile Court or second or third shifts in "Patrol" is unavailable, or when otherwise deemed necessary by the Chief Deputy or his designee, an officer-in-charge shall be assigned.

Article 18. LONGEVITY

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

Article 19. HOLIDAYS

SECTION 1. The County shall observe the following twelve (12) paid holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Day
Independence Day	
Labor Day	

If a holiday falls on a Saturday, it shall be observed on the previous Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday. Employees shall be paid holiday pay for working on holidays falling on Saturday or Sunday without regard to when the holiday is observed. In no event will an Employee be paid holiday pay for working both the actual holiday and observed holiday. To be eligible for holiday pay, an Employee must work his/her full last scheduled shift before the holiday, the holiday itself if so scheduled, and his/her full first scheduled shift after the holiday, unless on any approved leave permitted by this Agreement, except sick leave. However, Employees shall be permitted one (1) sick leave absence per calendar year on a scheduled work day either (1) immediately before or (2) immediately after the holiday. Thereafter, an Employee who is absent due to a sick leave on a scheduled work day, either immediately before or immediately after the holiday, shall not be eligible for holiday pay.

SECTION 2. An Employee not scheduled to work on a holiday shall receive straight time pay, at the Employee's regular hourly rate, for the number of hours the Employee is regularly scheduled to work on that day of the week. Any Employee required to work on one of the recognized holidays is entitled to receive compensation at the rate of one and one-half (1-1/2) times the Employee's regular rate of pay in addition to receiving regular holiday pay. An Employee may elect to receive holiday pay as compensatory time in lieu of holiday pay.

Article 20. UNIFORMS

SECTION 1. The County will continue to provide uniform clothing for Employees when they are hired. The initial issuance shall be completed by the Employee's 90th day of employment, and shall include the following(1) three seasons 3-1 Gortex Jacket; (2) BSSA Uniform Trouser; (2) BSSA S/S Uniform Shirt; (2) BSSA L/S Uniform Shirt; BSSA Uniform Hat, felt; (1) BSSA Neck Tie; (1) Gold Name Tag; (1) Duty Belt, (4) Belt Keepers; (2) Tactical S/S Polo Shirt; (2) Tactical L/S Shirt; (2) Tactical BDU Pant; (1) ballistic vest; (1) ballistic outer vest carrier; (1) side arm; (1) side arm holster (1) radio, and (1) body camera,

SECTION 2. After completion of the first year of employment, the County will provide compensation in the amount of one thousand four hundred dollars (\$1,400.00) per year for each bargaining unit Employee as a uniform and maintenance allowance.

SECTION 3. The County will insure that each Employee has two (2) uniform badges, sidearm, bullet-proof vest, less-than-lethal device, ammunition pouch, flashlight and holder, holster, handcuffs, whistle and chain, and a hat with hat badge. Unserviceable items, or items beyond the manufacturer's recommended service period, shall be replaced by the County as soon as possible.

SECTION 4. All Employees shall be issued a weapon. An Employee with twenty (20) years or more of service, upon retirement, may purchase the Employee's service weapon for One Dollar (\$1.00), provided the weapon has been in service for more than five (5) years.

Article 21. IDENTIFICATION CARD

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

curity purposes. The identification card is not required to be worn in transit from the agency and shall be presented upon arrival at any destination.

SECTION 2. When the County determines that an identification card is worn out, through no fault of the employee, or upon management's discretion, it shall be replaced at no cost.

SECTION 3. If an employee has not had an updated identification card within the last seven (7) years of the effective date of this agreement, and the employee's photograph is significantly different than the employee's current appearance, then the County shall provide the employee with an updated identification card. At an employee's request, the County shall provide an updated identification card after the employee's seventh anniversary date of hire and thereafter after the passage of seven (7) years from receipt of the updated card. Nothing in this Article is intended to limit the County's right to require that an ID card be updated whenever the County deems it appropriate.

Article 22. GROUP INSURANCE

SECTION 1. An eligible Employee is defined as a full time Employee covered by this Agreement. The Flex Count Plan (the plan) is defined as the section 125 or cafeteria plan, which is provided by the Employer for health insurance, benefits for County employees. The County 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, prescription drug, and ancillary (dental and vision) benefits shall be determined as follows:

a) METROHEALTH PLAN

- 1) For all three years of the Agreement, the County shall offer a plan through MetroHealth at no biweekly cost to employees
- 2) The bi-weekly contribution for a non-HSA plan offered through MetroHealth shall be as follows:
 - a. 2024: Effective at a date to be determined by the County, but no sooner than thirty (30) days following execution of the Agreement:

93% Employer, 7% Employee

b. 2025: 93% Employer, 7% Employee

c. 2026: 93% Employer, 7% Employee

b) OTHER BENEFIT PLANS

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

I. 2024: Effective at a date to be determined by the County, but no sooner than 30 days following execution of the Agreement:

86% Employer, 14% Employee

II. 2025: 86% Employer, 14% Employee

2026: 86% Employer, 14% Employee

c) DENTAL AND VISION

Effective January 1, 2024, , the County shall contribute 86% of the costs for the ancillary benefit plans (i.e. vision and dental) and the Employee shall contribute 14% of the cost of the ancillary benefit plans.

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 County may add to or delete plans/providers offered and/or Employees may be offered additional plans with reduced or increased benefit levels.

SECTION 4. The County shall be entitled to increase the cost containment features of the Flex Count plans which may include, but are not limited to, deductibles and co-insurance.

SECTION 5. The County 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 County.

SECTION 6. The County may offer incentives to encourage use of low cost providers/plans (including HSA plans) which may be discontinued or modified by the County in future plans years with notification to the Union.

SECTION 7. A waiting period of no more than one calendar month may be required before new Employees are eligible to receive health and/or other insurance benefits. During the waiting period, the County 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 8. Prior to adopting any change in the health insurance plans impacting the bargaining unit, the County shall meet with a union committee comprised of a Union representative and three (3) bargaining unit members. The purpose of the meeting is to provide the Union with an opportunity to discuss possible changes in the plans and to offer its input.

Article 23. EMPLOYEE'S NO SICK TIME

Any Employee who has exhausted accrued sick time may continue to participate in the same medical benefit plan provided by the County with the same premium cost sharing as provided in the "Group Insurance" article of this Agreement. Family members who are eligible will also be covered under this plan. Coverage for both the Employee and family is not to exceed two (2) months after the Employee's accrued sick time has been exhausted, utilized annually.

Article 24. HOSPITALIZATION DURING LAYOFFS

Any Employee who is laid off may continue to participate in the same medical benefit plan, exclusive of dental and vision care, with the same premium cost sharing as provided in the Group Insurance Article of this Agreement, for a period not to exceed six (6) months. Participation shall continue until the Employee obtains other employment. Family members who are eligible will also be covered under this plan.

III. TERMS & CONDITIONS OF EMPLOYMENT

Article 25. SENIORITY

SECTION 1. Seniority shall be defined as the uninterrupted length of continuous service with the County and shall be calculated from the date of hire. "Date of hire" is defined as the date of appointment as a Deputy Sheriff, as indicated in the written filing with the Clerk of the Common Pleas Court pursuant to Ohio Revised Code §311.04(B)(1). In the event that more than one Employee has the same date of hire, the following procedure shall apply:

- a) For Employees who did not take an entrance level examination, preference in seniority shall be determined in the following order:
 - 1) the Employee who has the greatest amount of documented prior experience as a law enforcement officer;
 - 2) the Employee who has the earlier date for initially reporting to duty and beginning work shall have preference in seniority.
- b) For Employees who did take an entrance level examination, preference in seniority shall be determined in the following order:

- 1) the Employee who has the highest civil service examination score;
- 2) the Employee who has the highest OPOTA examination score.

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 and continuous service if the Employee:

- a) resigns or retires;
- b) is discharged for just cause;
- c) is absent without official leave for three (3) or more consecutive workdays without valid excuse;
- d) fails to return to work with seven (7) calendar days after the date of receipt of certified mailing or other personal notification of a recall notice; or
- e) fails to apply for reinstatement within 45 calendar days of discontinuation of PERS disability retirement benefits.

SECTION 4. An Employee shall continue to accrue seniority during the following:

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

Article 26. EMPLOYEE ASSIGNMENT AND TRANSFER

SECTION 1. A Deputy Sheriff may bid for a transfer by seniority to the Courts unit or Field Operations unit. The Courts unit bid will include the particular unit (i.e. Lakeside Old Courthouse; Juvenile Court; or Justice Center-Courts Tower) sought by the Employee. A bid for assignment to the Field Operations or Courts Division shall be for shift and days off. Employees in a specialty area assignment at the time of the bid process may, at the Employee's option, participate in the bid process.

For the purposes of training newer Employees, the County may exempt positions on each shift in the Courts and Field Operations units from the bid by seniority process by written notification to the Union fourteen (14) calendar days prior to the start of the bid process, as set forth in the next paragraph. The number of exempt positions shall be equal to thirty percent (30%) of Employees in the bargaining unit then assigned to the Courts unit or Field Operations unit. Those positions exempted from the bidding process shall be equitably apportioned among the Courts and Field Operations units. Moreover, at no time between semi-annual bidding processes shall an Employee with less than three (3) years of service displace an Employee from that Employee's position obtained through the process.

A semi-annual seniority bid process shall take place for Employees then assigned to the Courts and Field Operations units, conducted from April 1st through April

15th and October 1st through October 15th revised assignments will then be effective the first Sunday of the beginning of the pay period in May and November. The parties agree that Employees then assigned to the Courts unit or Field Operations unit with the least amount of seniority, up to thirty percent (30%), shall not be eligible to participate in the seniority bid process. Employees then-assigned to any of the specialty areas will not participate in the semi-annual bidding process. The parties shall have the presence of a Union representative during the bidding process.

An Employee restored back into the bargaining unit cannot "bump" another Employee. In no event shall the County assign an employee to a specialty unit within the employee's first thirty (30) days of employment as a Deputy Sheriff.

SECTION 2. Except as provided hereinabove, all unit assignments shall be left to the sole discretion of the County; such assignments shall be made with a view toward maintaining and improving operations efficiency and effectiveness. In exercising its discretion, the Employer shall consider factors such as prior performance, ability, skills, seniority, and experience. When the County is considering making an assignment in one of the specialty areas (i.e. Narcotics, Detective, Transport, Civil, EMU, Compliance, Training, Sex Offender Registration, Canine, Interdiction, Warrants, Evidence, and Scientific Investigation), a notice to that effect will be posted. Employees interested in the assignment must express their interest in writing by the specified date. Assignments to the specialty areas will be made by the County. The County will take into account prior performance, ability, skills, seniority, experience, and any special requirements reasonably related to the bid position.

Employees rotated out of a specialty area assignment will then participate in the next scheduled semi-annual seniority bidding process for the Courts and Field Operations units, provided the Employee is not ineligible on seniority grounds.

SECTION 3. The County will provide a minimum of seven (7) days advance notice prior to changing an Employee's shift assignment, unless there is an emergency which would then provide twenty-four (24) hour notice. If a change in shift assignment creates a personal hardship for an Employee, the Employee should immediately bring the problem to the attention of the Employer for possible adjustment.

SECTION 4. The County shall notify the Union of all new hires and their assignments, in addition to all transfers of current Employees.

Article 27. HEALTH & 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 County and the Union recognize their shared responsibility concerning the development and maintenance of safe conditions of employment.

SECTION 2. The County 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 3. Any unsafe condition discovered by an Employee should be reported to the Employee's supervisor. The County shall take all appropriate steps as soon as reasonably possible to correct any unsafe condition .

SECTION 4. The County will continue the current practice of identifying, evaluating and disseminating information regarding any communicable disease(s) of other health-related problems which might affect bargaining unit members. While in uniform, an Employee shall be permitted to wear black leather pat-down gloves at times deemed appropriate by the Employee. In addition, the County shall make latex gloves available to Employees upon request. Further, masks will also be made available upon request, to be used in accordance with accepted medical practices and health guidelines.

SECTION 5. The County will offer the opportunity to receive the Hepatitis B vaccination at least annually. The County will offer annual tuberculosis (TB) screening to Employees.

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. A pre-disciplinary hearing will be held within ten (10) working days of receipt of the test results; the Employee may be continued on paid administrative leave pending the pre-disciplinary hearing.

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

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

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

For purposes of this Article:

(1) For purposes of this Article, an "on-duty critical incident" is defined as injury to the Employee resulting from active duty as a Deputy Sheriff exercising the powers of a law enforcement officer, including, apprehension or attempted

apprehension of suspects, active participation in the prevention of crimes including vehicular police patrol duty, pursuit of suspects, and vehicular transportation of inmates. "On-duty critical incident" also includes any use of force by the Employee that results in death or serious injury to another.

(2) A "vehicular accident" is a motor vehicle accident that occurs in the course of County business in a private or rental vehicle or in a County vehicle at any time that results in property damage of more than \$2,500.00 and/or physical injury to any persons involved in the accident requiring emergency medical transport.

(C) Random Drug/ Alcohol Testing:

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

Employees will be subject to a random test at a rate of ten percent (10%) per annum out of the pool of all bargaining unit Employees. The County will contract with an independent third party to provide random selection services through the use of a computerized random number generation program at the percentage discussed above.

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

a. Medical Review Officer:

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

b. Sample Collection:

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

c. Alcohol Testing:

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

d. Laboratory Procedures:

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

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

- vi. All initial and confirmatory testing shall be performed at a certified laboratory and not at any individual collection site.
- vii. The laboratory will report to the MRO. Upon receipt of an initial positive test, the MRO shall investigate whether there are other alternative medical explanations. The MRO shall contact the Employee to request a valid prescription or other lawful authorization to use such substance, or to determine whether some other

reasonable alternative medical explanation exists. Employees shall have 10 business days to submit such information to the MRO after being contacted. The MRO shall only report a positive result to the County in the case where both the preliminary and confirmatory test results are positive as to the same sample *and* the MRO's independent investigation provides no reasonable alternative medical explanation.

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

e. Change in Testing Procedures:

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

SECTION 7. Each Employee will be allotted a one-half (1/2) hour lunch break at all hospital details when staffing permits. All emergency room details will be handled by two (2) deputies, when staffing permits. No emergency room run shall be delayed because of the lack of a second deputy. In the event a second deputy is not immediately available, the County will make every effort to dispatch a second deputy to the emergency room as soon as possible.

SECTION 8. Employees are encouraged to maximize physical and mental health through appropriate life-style routines. Physical or mental disabilities which, in the County's opinion, may threaten the safety and security of the work place, or which prevent an Employee from performing job responsibilities in accordance with this Agreement, shall be sufficient cause to prevent and preclude a work assignment by the County.

SECTION 9. The County will furnish basic emergency first aid for any work-related injuries. Any such medical first aid provided by the County 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 10. The County shall provide appropriate policies, procedures and training to all bargaining unit members concerning universal medical precautions and issues concerning communicable and infectious diseases pursuant to OSHA standards.

Article 28. EVALUATION OF DEPUTY SHERIFFS

If the County elects to complete a written performance evaluation of an Employee, the following terms shall apply:

SECTION 1. The general purpose of such evaluation is to review and assess an Employee's job performance pursuant to the position description of the classification. Such position description shall be on file with the County. All completed evaluations shall be maintained by the Department of Human Resources and shall be available for review by the Employee upon request.

SECTION 2. Performance evaluations shall be in writing and shall contain the following information:

- a) The name of the Employee being evaluated;
- b) The specific evaluation time period, which shall not exceed twelve (12) months; and
- c) The name(s) of the evaluating supervisor(s).

SECTION 3. Performance evaluations shall be completed by a departmental supervisor or supervisors who shall have full knowledge of the Employee's position description and job performance for the evaluation time period specified. ,

Article 29. INCIDENT WRITE UPS

In the event that an Employee is involved in an on-duty incident and/or accident, the employee will be relieved for no less than the time required to prepare a properly detailed report. Upon request, the employee may view body cam video and County owned surveillance video before writing his/her report.

Article 30. EMPLOYEE DISCIPLINE

SECTION 1. Employees covered by this Agreement shall be disciplined and/or discharged in accordance with the Employer's Standard Schedule of Disciplinary Offenses and Penalties or any successor discipline policy.

SECTION 2. Prior to imposition of discipline involving a suspension without pay or removal, the County will provide the Employee and the Union with a written notice of the basis for the discipline (including the specifics of the alleged violation, copies of documents and a list of witnesses known at the time who may be used to support the charges) and afford the Employee the opportunity to respond. Written notice shall be provided a minimum of seventy-two (72) hours prior to the scheduled pre-disciplinary conference. For any discipline greater than a suspension without pay for more than three (3) days, the County shall provide a pre-disciplinary conference, which will be conducted within five (5) days following notification to the Employee and Union. The pre-disciplinary conference shall be conducted by a representative of the Department of Human Resources and a neutral Deputy Sheriff supervisor. The Employee who is alleged to have violated any departmental rule(s) shall be permitted representation by one Union steward and one Union representative at the pre-disciplinary conference. A report of said conference shall be prepared by the Department of Human Resources. Discipline shall be issued and provided to the affected employee and the Union no later than thirty (30) days following the pre-disciplinary conference.

SECTION 3. If it is determined that disciplinary action is warranted, such action will be applied in a fair and uniform manner, and shall take into account the nature of the violation(s), the Employee's record of discipline, and the Employee's record of performance and conduct. For the purpose of determining the severity of discipline being imposed on a current charge, the County shall not consider any previous non-attendance related disciplinary action rendered against the Employee which occurred more than twenty-four (24) months preceding the date of offense upon which the current charge is based, if there has been no other discipline imposed during the preceding twenty-four (24) months. However, any discipline consisting of a verbal or written reprimand which occurred more than twelve (12) months preceding the date of offense upon which the current charge is based shall not be considered if there has been no other discipline imposed during the preceding twelve (12) months. Copies of any disciplinary action rendered shall be given to the Employee.

An Employee may appeal any disciplinary action rendered through the Grievance Procedure beginning at Step 3 thereof by filing a written grievance with the County within five (5) working days from the date the disciplinary action is imposed.

SECTION 4. Investigations and the disciplinary process shall not be conducted by members of this bargaining unit except for the Use of Force Investigation team and an accident investigation unit.

SECTION 5. No investigative interview or, interrogation may proceed unless the Employee has first been advised that the Employee has a right to the presence of a Union steward and/or a Union representative during any investigative interview or interrogation and that a reasonable amount of time will be afforded to allow such steward and/or representative to appear.

SECTION 6. No procurement of any written statement from the Employee who is the subject of the investigation shall occur unless that Employee has first been advised by the County that the Employee has a right to consult with a Union steward and/or Union representative prior to submission of any statement and that a reasonable amount of time will be afforded to allow for such consultation. Upon request, the Employee may

view any body camera video and County owned surveillance video of the incident prior to making a written statement.

SECTION 7. The length of investigative interview and/or interrogation sessions shall be reasonable with reasonable interruptions permitted for personal necessities, meals, telephone calls, and rest.

SECTION 8. For an administrative investigation, employees shall be warned that an Employee cannot refuse to answer an employer's question based on the right not to self-incriminate and that if an employee refuses to answer, the employer may discipline and or terminate the employee, but that any answer cannot be used against the Employee in a criminal proceeding.

SECTION 9. In the absence of a search warrant or unless otherwise required by law (including Ohio Public Record Law), no member shall be required in the course of an investigation to produce or permit inspection of personally owned cellular phones or other personally owned electronic devices capable of storing personal data (e.g., personal computer), unless there is data on the device that constitutes a public record.

SECTION 10. Before a bargaining unit member may be charged with insubordination or like offense, for refusing to answer questions or participate in an investigation, he shall be advised that such conduct may be the basis for such a charge and may result in discipline up to termination.

SECTION 11. Further, in any investigation that may reasonably result in criminal charges, an Employee questioned as a suspect shall be advised of his/her constitutional rights prior to any questioning.

SECTION 12. No Employee shall be ordered to submit to a polygraph examination or CVSA/VSA. No employee shall be disciplined for refusal to submit to a polygraph examination or CVSA/VSA. An Employee may only be subjected to a polygraph examination or CVSA/VSA upon that Employee's consent.

SECTION 13. No Employee, after he/she has been once disciplined by the Department, will be re-disciplined, for any matters arising out of the same set of facts and circumstances surrounding the first disciplinary action, unless the employee is later found guilty of a felony arising out of those facts and is removed pursuant to R.C. 124.34.

SECTION 14. No Employee shall be disciplined, discriminated against, or transferred because he/she exercises his/her fifth amendment right before any grand jury, outside, non-county investigative body (unless contracted to investigate by the Employer), outside court or law enforcement agency - Federal, State and Local as well as any investigative committee of any legislative body - Federal, State and Local

Article 31. GRIEVANCE PROCEDURE

SECTION 1. The term "grievance" shall mean a written allegation by the Union, a bargaining unit Employee, or a group of bargaining unit Employees that there had been a breach, misinterpretation or improper application of this Agreement. It is not

intended that the Grievance Procedure be used to effect changes in the Articles of this Agreement nor those matters not covered by this Agreement.

A. Probationary employees shall not have access to, or rights under, the grievance and arbitration procedure. An Employee and/or the Union shall be entitled to withdraw a grievance at any step of the grievance procedure. Withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any other grievance, unless otherwise agreed to in writing.

B. The word "day" as used in this article means work day and days shall be counted by excluding the first and including the last day. For purposes of filing grievances, work days shall not include Saturdays, Sundays or holidays (as designated by this Agreement).

C. Grievances shall be presented on forms provided by the Union. The form shall contain:

- a. The aggrieved party's name and signature;
- b. If applicable, the aggrieved employee's classification, division and unit assignment;
- c. The date of event(s) leading to the grievance;
- d. A description of the incident giving rise to the grievance and the article(s) of the Agreement alleged to have been violated;
- e. Date that the grievance was filed at each step; and,
- f. Desired remedy to resolve the grievance.

D. 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.

E. Grievances concerning suspension or discharge shall automatically commence at Step 3 of the grievance procedure.

SECTION 2. Each grievance shall be processed in the following manner unless the parties agree to extend such deadlines in writing. Consent shall not be unreasonably withheld:

Step 1. Immediate Supervisor (Deputy Sheriff Sergeant)

An Employee who has a grievance shall provide a copy of the written grievance to his/her immediate supervisor within five (5) work days after the employee or the Union has knowledge or reasonably should have known of the events upon which the grievance is based. The supervisor shall conduct a meeting with the grievant accompanied by a steward within five (5) work days of his/her receipt of the written grievance. The supervisor shall give a written answer to the Employee and steward within five (5) work days of the meeting and shall verify the date, time, and result of such meeting.

Step 2. Deputy Sheriff Lieutenant

If the grievance is not satisfactorily settled at Step 1, it must be received in writing by the Deputy Sheriff Lieutenant or designee of the appropriate unit from the Union within five (5) working days after the receipt of the Step 1 answer. Within five (5) working days thereafter, the Deputy Sheriff Lieutenant and/or his/her designee(s) shall meet with the representative(s) of the Union in an attempt to resolve the grievance. No more than two Union representatives and a Steward may attend discussion of each grievance unless agreed to by the County. The County shall not unreasonably withhold agreement to additional Union representatives. Grievant may attend in the event of a disciplinary grievance. Within five (5) working days after the Step 2 meeting, the Director and/or his/her designee shall give a written answer to the Union. Designees of the appropriate administrator shall possess the same authority to handle grievances.

A policy grievance may initially be filed by the Union in writing at Step 2 no later than fifteen (15) work days after the events upon which the grievance is based. A meeting shall be conducted, and a written Step 2 answer given following the same timelines listed in Step 2. A policy grievance is defined as one that affects a group or classification of Employees similarly arising from the same event or set of facts. The Union will caption each policy grievance as "policy grievance" and shall state the specific division(s) of the County where the grievance arose.

Step 3. Department of Human Resources

If the grievance is not satisfactorily settled at Step 2, it must be received by the Deputy Director of Human Resources for Employment and Labor Relations or his/her designee from the Union within five (5) working days after receipt of the Step 2 answer. The designee of the Department of Human Resources shall consider the grievance at the Step 3 Grievance meeting to be held no later than seven (7) working days from receipt of the grievance. Multiple grievances may be heard at a Step 3 meeting with mutual agreement of the parties. A Union representative may join the meeting. Within ten (10) working days after the Step 3 meeting, the County's Step 3 designee shall give a written answer to the Union.

Step 4. Arbitration

Arbitration. If the grievance is not satisfactorily settled at Step 3, the Union may, within thirty (30) calendar days after the receipt of the Step 3 answer, submit the issue to arbitration. However, in no case where the alleged economic amount in dispute is less than one thousand and five hundred dollars (\$1,500.00) will arbitration be a viable option unless such case concerns zero economic damages, disciplinary action, and/or wages. The Union shall notify the Department of Law in writing of its intent to arbitrate. In lieu of selecting from a Federal Mediation and Conciliation Service (FMCS) panel, the Union and the County's Director of Law or his/her designee may jointly agree to appoint an Arbitrator. In the event the parties do not agree on an Arbitrator, the Union must notify the FMCS and the Department of Law in writing within forty-five (45) calendar days from the date of the Union's original written submission to arbitration that the Union is requesting FMCS to supply a list of seven (7) impartial persons qualified to act as an Arbitrator. The requested panel shall be limited to the FMCS sub-region for Northern Ohio who are members of the National Academy of Arbitrators. If a panel is requested,

the parties shall use the striking method to select an Arbitrator within thirty (30) calendar days of receipt of the panel from FMCS. Prior to striking, either party shall have the right to reject the initial panel in its entirety and request that a second panel be obtained from FMCS within fourteen (14) calendar days of the receipt of the panel from FMCS. Upon selection of the Arbitrator, the parties shall promptly notify the Arbitrator and schedule a date for hearing. The fees and expenses of arbitration shall be borne equally by the parties. If there is no mutual agreement on an Arbitrator and no written request for a FMCS panel within the forty-five (45) calendar day timeframe following the Union's original written submission, the grievance shall be deemed fully and finally resolved on the basis of the last written response of the County. The Arbitrator shall have no authority to modify or add to this existing agreement.

Expedited Arbitration. The parties agree grievances that involve a removal, suspension of five (5) days or more, or a policy grievance that arises from more than one division as defined at Step 2 of this Article, may be arbitrated on an expedited basis by mutual agreement of the parties. The parties shall mutually agree upon the procedures to be utilized during the expedited arbitration.

SECTION 3. All decisions of the Arbitrators and all pre-arbitration grievance settlements reached by the Union and the County shall be final, conclusive, and binding on the County, the Union, and the employee(s).

Article 32. PROMOTIONAL EXAMINATIONS

All promotions to the position of Deputy Sheriff Sergeant shall be from within the bargaining unit.

Article 33. PROMOTION OUT OF THE UNIT

SECTION 1. An Employee promoted to a position outside of the bargaining unit who is later deprived of that position and is returned to regular work within the bargaining unit shall have his/her name immediately restored to the bargaining unit seniority list with all seniority held at the time of promotion, but not accumulated. If seniority will not carry, the Employee shall be placed in accordance with the "Layoff and Recall" article of the current Agreement.

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

Article 34. PERSONNEL RECORDS

SECTION 1. Employees will be permitted to view the contents of their personnel file with a member of the Department of Human Resources after first making an appointment to do such with that Department. Employees who are on duty during Human Resources' hours of operation must obtain written permission from their immediate supervisor in order to view their file while on duty. Such permission shall not be unreasonably withheld, unless operational and/or staffing needs preclude it.

SECTION 2. Employees may receive copies of any documents in their personnel file at the actual cost of reproduction (e.g. materials, equipment and other items incidental to the reproduction process), but not to exceed three cents (\$0.03) per page.

SECTION 3. Employees will receive prompt notification any time an inquiry is made to view their personnel file, unless the request is made by Deputy Sheriff supervisory personnel, a member of the executive staff of the Sheriff or other authorized Employer representative.

SECTION 4. At the Employee's request, any discipline in that Employee's personnel file that is beyond any "reckoning period" contained in either this Agreement or the "Standard Schedule of Disciplinary Offenses for Employees of the Cuyahoga County Sheriff's Department" shall contain a notation of that fact.

Article 35. USE OF PERSONAL VEHICLES

SECTION 1. Bargaining unit Employees shall not be required to utilize their personal vehicles during the performance of their duties.

SECTION 2. The County shall provide secure parking at no cost for Employees on the second and third shifts.

Article 36. LAW ENFORCEMENT/ PEACE OFFICER DUTIES

Except in emergencies, the County shall not use Special Deputies or other non-Deputy Sheriff employees to perform the usual and customary law enforcement duties regularly performed by members of this bargaining unit. When transporting and guarding inmates from the Cuyahoga County Corrections Center for medical treatment by the Cuyahoga County Sheriff Department, the Sheriff can use a Correction Officer along with a Deputy when two people are necessary. When only one person is necessary, the Sheriff will use a Deputy Sheriff.

In addition, the powers and duties reserved to Deputy Sheriff law enforcement officers and/or peace officers under the laws of the State of Ohio shall not be performed by any other non-Deputy Sheriff. When transporting and guarding inmates from the Cuyahoga County Corrections Center for medical treatment by the Cuyahoga County Sheriff Department, the Sheriff can use a Correction Officer along with a Deputy when two people are necessary. When only one person is necessary, the Sheriff will use a Deputy Sheriff.

The number of bargaining unit Employees shall not be decreased below 136.

The language allowing the Sheriff to use a Corrections Officer to perform medical transport is a temporary measure and effective through the expiration of this agreement only. If the Sheriff wishes to continue the language into the successor agreement, the Sheriff will have to bargain it back in

Article 37. OUTSIDE EMPLOYMENT

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

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

SECTION 2. Requests shall be approved by the County prior to the commencement of outside employment and such applications shall be renewed annually thereafter. Requests for approval will be acted upon by the County as soon as is practicable and shall not be unreasonably denied. The County shall have the right to rescind previously granted permission for outside employment upon a change of circumstances and in accordance with the criteria set forth above in this Article. The County's denial of a request for outside employment nor the County's rescission of previously granted permission for such employment shall be subject to the grievance procedure.

SECTION 3. Employees who are unable to work due to illness or injury shall notify management of their intention to continue engaging in non-law enforcement outside employment during the period of incapacity. Management may limit outside employment during incapacity where the job requirements for the Employee's secondary employment are substantially similar to their requirements as a Deputy.

SECTION 4. It shall be considered a conflict of interest where an employee engages in or accepts outside employment or renders services that are incompatible with, or creates the appearance of impropriety as it relates to the proper discharge of his or her official duties, or would tend to impair his or her independent judgment or action in the performance of his or her official duties, i.e. bail bondsman.

Article 38. LAYOFF AND RECALL

SECTION 1. Whenever it is necessary because of lack of work or funds or whenever it is advisable in the interest of economy or efficiency to reduce the working force, employees shall be laid off based on inverse order of seniority. Prior to a layoff, the County will consider normal attrition, but in no event will the County be obligated to defer to normal attrition. Decisions regarding layoffs, including but not limited to, the number of employees to be laid off and the timing of layoffs, shall remain the exclusive right of the County, except as limited by this agreement.

SECTION 4. Before any bargaining unit employee is notified of his/her layoff or a facility is closed, the County shall make a good faith effort to give the Union thirty (30) days written advance notice of the impending layoff or closure and provide it with the opportunity to discuss the matter and provide input.

SECTION 5. Affected employees shall be given a minimum of fourteen (14) calendar days advanced written notice of layoff, job abolishment, or facility closure.

SECTION 6. In the event an employee is laid off, he/she shall receive payment for earned but unused vacation, and for any unpaid compensatory time off, as soon as reasonably practicable, but no later than thirty (30) calendar days after the effective date of layoff.

SECTION 7. Recall lists shall be created.-The most senior employee on the list will be recalled when a vacancy that the County determines to fill arises.

SECTION 8. An employee on layoff will be given fourteen (14) calendar days' notice of recall from the date on which the County sends the recall notice to the employee by certified mail to his/her last known address as shown on the County's official personnel records.

SECTION 9. It is the obligation of the employee to keep the County advised in writing of his/her current address which shall be the location that any notice (including notice of recall) is sent.

SECTION 10. If an employee fails to report back to work when recalled within the fourteen (14) calendar day period stated above, his/her employment shall be separated, unless satisfactory excuse is shown.

Section 11. In the event that two or more employees have the same date of entry into the bargaining unit, the employees shall be laid off on the basis of the OPOTA scores, with the lower score being the first employee to be laid off.

SECTION 13. The Employer shall post an up-to-date seniority list upon the bulletin board once quarterly. Said list shall remain posted for a fourteen (14) day calendar period and shall include the Employee's name and initial date of hire. After posting the list, any errors which are brought to the attention of the Employer within thirty (30) days of the posting shall be corrected. It is the Employee's responsibility to check these lists for accuracy and request correction of errors in a timely manner. Otherwise, the Employer may rely upon the information in such lists.

V. LEAVES

Article 39. SICK LEAVE

SECTION 1. Each member of the bargaining unit shall earn sick leave credit at the rate of four and six-tenths (4.6) hours for each eight (80) hours of completed service. Sick leave credit shall be prorated to the hours of completed service, not to exceed one hundred twenty (120) hours in one year. Unused sick leave may be carried forward from one calendar year to the next without a maximum.

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

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

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

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

SECTION 4. An Employee shall submit request and justification of sick leave through the County's web based timekeeping system within twenty-four (24) hours

following the return to work. If such request is disapproved, the Employee may be subject to disciplinary action. Requests for leave for pre-scheduled appointments under Section 3 above should be submitted at least twenty-four (24) hours in advance of the requested leave.

In the event of an absence from work exceeding five (5) consecutive calendar days, the Employee shall provide a physician's statement upon return to work specifying the Employee's ability to return to work without restrictions. If such absence was due to the illness or injury of an immediate family member, the physician's statement shall indicate that the family member was under a physician's care and that the Employee's presence was reasonably necessary for the health and welfare of the family member.

SECTION 5. 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.

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

SECTION 7. The Employer may require a medical examination of the Employee to substantiate the leave of absence without pay or disability separation; the Employer shall bear the cost of such examination.

SECTION 8. Unless otherwise approved by the Employer, only accumulated sick leave may be utilized for compensation of an approved absence, as defined in Section 3 of this article.

SECTION 9. If an Employee abuses sick leave in a pattern, as defined below, the Employer will notify the Employee in writing that pattern abuse is suspected and that the Employee may be subject to discipline. Any subsequent requests for leave must be accompanied by a doctor's certificate. A pattern abuse of sick leave shall include, but not be limited to: consistent periods of sick leave usage before and/or after holidays, vacation days, regular days off; after pay days; absence following overtime worked; partial days; or a continued pattern of maintaining zero or near zero leave balances.

SECTION 10. Any Employee who uses no sick time, and has no attendance violations, as defined by the Employer's attendance policy, for any "rolling" six month period will be permitted, upon the Employee's request, to convert five (5) sick days to five (5) vacation days. Such conversion may only occur twice in a 12 month period.

SECTION 11. Upon receipt of documentation that an Employee who has completed ten (10) or more years of service has retired from active service with the

County and has been approved for receipt of retirement benefits by the Ohio Public Employees Retirement System, the Employee shall be entitled to be paid cash for one-half (½) of the value of accrued but unused sick leave credit, not to exceed six hundred forty (640) hours, [eighty (80) days].

Article 40. FITNESS-FOR-DUTY EXAMINATION

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

SECTION 2. An Employee relieved of duty under the preceding Section must be given medical clearance acceptable to the County 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 the Employee's position with or without a reasonable accommodation. If there is a disagreement between the respective qualified medical professionals contemplated in this Article, then the matter is subject to the applicable grievance procedure.

Article 41. SICK LEAVE DONATION

SECTION 1. Employees may donate accrued sick or vacation leave to a fellow County employee who has a serious health condition as defined under the FMLA and are in critical need of time off due to the condition. Employees receiving leave must be on a continuous absence of 15 or more days. Intermittent use of donated leave is not permitted.

SECTION 2. To be eligible to donate sick leave a bargaining unit employee:

1. Must voluntarily elect to donate leave to a designated recipient who has qualified for the donation program and does so with the understanding that donated leave which is used by the recipient will not be returned;
2. Possess a sick leave balance of at least 80 eighty (80) hours after their donation;
3. Is in active pay status at the time their sick time is to be used.

SECTION 3. When an Employee or someone on his behalf requests sick leave donation, written notification shall be made to the Sheriff or his designee. The Sheriff or his designee will then post a notice for ten (10) working days (excluding Saturdays, Sundays and holidays) informing Employees about the request for sick leave donations. Donations shall be made after ten (10) working days. All donations are voluntary.

SECTION 4. Bargaining unit employees may donate sick leave in two (2) hour increments. Such situations will be allowable when the receiving employee has exhausted all available paid leaves. The total length of time that an employee may be eligible to use donated sick leave for any single illness and/or injury arising from the same set of facts (e.g. a single auto accident) shall be limited to twenty six weeks in duration unless extended in the discretion of the County. The County shall not unreasonably deny an employee's second request for donation.

Once a donating employee has designated the total amount of leave to be donated to a specified employee, the donation is irrevocable if it has been used by the recipient. The donated leave shall not be deducted from the donating employee until utilized by the recipient of the leave. Donated leave will be drawn from the first employee to donate to the specified employee until the donated leave hours are exhausted. Leave will then be drawn from other donating employees in chronological order based upon date/time their donations were submitted to HR. Donations of leave will be deducted from the donating employee's balance during the pay period the leave is actually utilized.

Article 42. VACATION LEAVE

SECTION 1. Each full-time member of the bargaining unit is eligible for vacation leave. One year of service shall be computed on the basis of twenty-six (26) biweekly pay periods, except in those years with twenty-seven (27) biweekly pay periods. Such vacation leave shall accrue to the Employee at the rate of three and one-tenth (3.1) hours each biweekly period. Employees accrue vacation leave based on years of service as stated below. Vacation accrual for eligible employees is pro-rated based on the number of hours paid in a pay period. Overtime hours are not included in the accrual of vacation leave. Vacation leave is earned during the time the employee is in active pay status.

SECTION 2. Each full-time member of the bargaining unit with five (5) or more years of service with the Employer shall have earned, and is entitled to, one hundred twenty (120) hours of vacation leave with full pay. Such vacation leave shall accrue to the Employee at the rate of four and six-tenths (4.6) hours each biweekly period.

SECTION 3. Each full-time member of the bargaining unit with fifteen (15) or more years of service with the Employer shall have earned, and is entitled to, one hundred sixty (160) hours of vacation leave with full pay. Such vacation leave shall accrue to the Employee at the rate of six and two-tenths (6.2) hours each biweekly period.

SECTION 4. Each full-time member of the bargaining unit with twenty (20) years of service with the Employer shall have earned, and is entitled to, two hundred (200) hours of vacation leave with full pay. Such vacation leave shall accrue to the Employee at the rate of seven and seven-tenths (7.7) hours each biweekly period.

SECTION 5. Vacation leave may be taken by the Employee during the year in which it is earned and prior to the next recurrence of the anniversary date of employment. The Employer shall permit an Employee to accumulate and carry over his

vacation leave to the following year. No vacation leave shall be carried over for more than three (3) years. Any vacation leave not carried over will be paid on the Employee's anniversary at the applicable rate of pay.

SECTION 6. An Employee is entitled to compensation, at his/her current rate of pay, for the prorated portion of any earned but unused vacation leave at termination of employment.

Article 43. USE OF VACATION LEAVE

SECTION 1. Vacation leave shall be taken only at the time mutually agreed to by the Employer and the Employee. With approval, Employees may use vacation time in one hour increments, if staffing permits.

SECTION 2. No earlier than the first of January of each year of this contract, and no later than January 31, each Employee shall submit to his/her immediate supervisor a vacation request form supplied by the Employer requesting the use of that Employee's earned vacation leave for that calendar year. Requests shall be honored and vacation time awarded pursuant to such request. In the event more than one Employee requests the same vacation, and staffing requirements preclude granting all such requests, vacation shall be awarded on the basis of seniority, and the less senior Employee(s) shall submit vacation requests for a different time period within seven (7) days of notification of the disallowance of the prior requested vacation. Any Employee who does not submit a vacation request form by January 31st of each year may request vacation leave during the year; such vacation leave will be granted on a first come, first serve basis, but subject to both staffing needs and previously approved vacations.

Article 44. ON-DUTY INJURY/ILLNESS LEAVE

SECTION 1. Any bargaining unit member who suffers bodily injury or who contracts or becomes afflicted with a serious disabling illness as a result of an on-duty critical incident shall be paid his regular rate of pay during the period he is disabled as a result of such injury/illness upon determination of the County and confirmed by a physician chosen by the County. However, the County may require the employee, if able, to accept an alternative work assignment within the Sheriff's Department. This determination shall be made by the County based upon the medical evidence provided.

SECTION 2. "On duty critical incident" is defined as an injury resulting from a Deputy Sheriff performing law enforcement duties.

SECTION 3. An Employee is prohibited from engaging in or accepting secondary law enforcement employment during on-duty injury/illness leave.

SECTION 4. Pay made in accordance with this Article shall not be charged to the Employee's accumulation of sick leave credit.

SECTION 5. Leave shall be paid for such period of time as the Employee is actually disabled, not to exceed nine hundred and sixty (960) consecutive work hours. In its sole discretion, however, the County may extend on-duty injury leave up to an

additional ninety (90) calendar days for aggravation of a prior on-duty injury. The County may require verification of injury/illness status every thirty (30) days or as otherwise deemed necessary.

SECTION 6. 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 County for that nine hundred and sixty (960) work-hour period. Any leave taken pursuant to this Article may be designated as FMLA leave at the County's initiative as permitted by law.

SECTION 7. Employees who exhaust their on-duty injury pay benefits but have not recovered sufficiently to return to full duty may be permitted to return to work and will be assigned a restricted work assignment once appropriate medical documentation has been submitted by the employee, i.e. a physicians statement outlining all restrictions, the nature duration and prognosis of the disability. The restricted work assignment may be permitted until the employee is physically able to perform the essential functions of Deputy Sheriff.

Article 45. STRESS LEAVE

SECTION 1. Stress leave is defined as the use of up to five (5) days off, scheduled at the Employer's option, in conjunction with an on-duty critical incident in which the Employee is one of the direct primary participants (e.g. shooting, stabbing, assault, etc.). These days off will not be charged against any accrued time category.

SECTION 2. An "on-duty critical incident" is defined as injury resulting from a Deputy Sheriff performing law enforcement duties.

SECTION 3. Employees authorized to use stress leave shall be subject to a mandatory referral to an employee assistance program that is designated by the County, which entity shall only confirm the Employee's attendance. All other information between the Employee and the assistance program entity shall remain confidential to the extent permitted by law.

SECTION 4. An Employee involved in a shooting incident may be placed on paid administrative leave, pending the outcome of any investigation and determination of the County. Any assignment of paid administrative leave shall not be interpreted to imply or indicate improper conduct by the Employee. While on paid administrative leave or stress leave, the Employee shall remain available at all times for official investigation regarding the shooting incident and shall be subject to recall to duty at any time.

In any case where any person has been injured or killed as a result of a firearm discharge, the Employee may be required to undergo debriefing with a psychologist, selected and paid for by the County, as soon as possible, preferably within twenty-four (24) hours of the incident. The purpose of this debriefing will be to allow the Employee to discuss his/her feelings and any moral, ethical and/or psychological after-effects of the incident.

Article 46. BEREAVEMENT LEAVE

SECTION 1. Employees shall be entitled to receive up to four (4) consecutive days of bereavement leave with pay, one of which must be used to attend the funeral, in the event of a death in the Employee's immediate family. These four (4) days of bereavement leave shall not be chargeable to the Employee's sick leave. Upon the Employee's request, one (1) additional day of bereavement leave shall be granted by the County, which shall be charged against the Employee's accumulated paid sick leave.

SECTION 2. "Immediate family" is defined as follows:

- a) Employee's parents (natural, step or foster)
- b) Spouse
- c) Children and step-children
- d) Brothers and brothers of one's spouse
- e) Sisters and sisters of one's spouse
- f) Natural grandparents
- g) Spouse's parents
- h) Grandchildren
- i) Brother's spouse
- j) Sister's spouse
- k) Son-in-law (current)
- l) Daughter-in-law (current)

Step, foster or natural parents as defined in this Article refer to the person(s) who reared the Employee as a child.

Article 47. 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 County to be eligible to receive full pay.

Article 48. PERSONAL COURT LEAVES

SECTION 1. An Employee who is appearing before a court or other legally constituted body in a matter in which the Employee is a party may be granted vacation, holiday or compensatory time by the Employer, upon seven (7) days advance written notice to the County. Such instances include, but are not limited to, criminal or civil matters, traffic court, divorce proceedings, juvenile court as parent or guardian of juvenile, and tax matters. In the event seven (7) days' written notice is impracticable, the

Employee shall notify his/her immediate supervisor immediately upon receipt of the notice of court appearance.

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

Article 49. MILITARY LEAVE WITH PAY

SECTION 1. All employees shall be granted a leave of absence for military duty in accordance with Federal and State law.

SECTION 2. Employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or are members of 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 on 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 3. A copy of the military orders, or notice to report, shall be submitted to the County prior to effective date of orders, or as soon as reasonably possible after receipt.

Article 50. EDUCATIONAL LEAVE AND TRAINING

SECTION 1. An Employee may be allowed time off from his/her position without loss of pay for the purpose of taking job-related courses or training at an approved institution. The maximum time off may not exceed more than ten (10) hours per week unless otherwise approved by the County. If written approval was obtained before the beginning of the course, tuition expenses only may be reimbursed upon satisfactory completion of the curriculum.

SECTION 2. Any educational information received by the Department as to job-related courses, approved by the Ohio Peace Officer's Training Council or institution approved by the Department within the State of Ohio, shall be posted on the Union bulletin board. The County reserves the right to limit the number of Employees who may be given time off without loss of pay to attend these courses offered.

SECTION 3. The County will arrange that all Deputies in the bargaining unit be updated in any courses or instruction as are required by the Ohio Peace Officer's Training Council to maintain Peace Officer certification. When so required, attendance shall be mandatory.

Article 51. LEAVE OF ABSENCE WITHOUT PAY

SECTION 1. At the sole discretion of the County, a leave of absence without pay may be granted to an Employee. Such leave is not to exceed six (6) months. Applications for such leave shall be made in writing at least fourteen (14) calendar days prior to the beginning of said leave unless emergency conditions prevent such notice. The application shall state reason(s) for requesting the leave of absence, any associated

documentation, and the days for which the leave is being requested. At no time shall such leave be granted for a period of time of less than seven (7) days.

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

SECTION 3. An Employee who fails to return to duty upon completion or cancellation of a leave of absence without pay, without written explanation which has been approved by the County, may be subject to disciplinary action. An Employee who fails to return to service from a leave of absence without pay, and is subsequently removed from service, is deemed to have a termination date corresponding to the starting date of the leave of absence. An Employee who desires to request an extension of a prior approved leave of absence shall submit a written application for extension of leave to the Department of Human Resources no later than seven (7) calendar days prior to the expiration of the leave, specifying the reasons supporting the request. The application is subject to review and approval by the County.

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 County.

SECTION 5. Upon return from a leave of absence without pay, the Employee shall be assigned to whatever position is available for which, in the opinion of the County, the Employee is qualified. If no positions are available in the bargaining unit, the Employee shall be placed on layoff status.

Article 52. PREGNANCY NOTIFICATION & MATERNITY LEAVE

SECTION 1. The Employee will notify her immediate supervisor of her pregnancy as soon as she knows she is pregnant and will furnish written confirmation from her physician indicating estimated date of birth.

SECTION 2. With her physician's written approval, a pregnant Employee will be permitted to work as long as she is able to perform the regular duties of her assigned position with or without reasonable accommodations; or where the employee cannot perform one or more essential functions where the inability is: (1) temporary, (2) the Employee could perform the essential functions "in the near future"; and (3) the inability to perform the essential functions can be reasonably accommodated, including the ability to be outfitted with all necessary equipment.

SECTION 3. The County Shall administer requests for accommodations in accordance with the Pregnant Workers Fairness Act as laid out in the Cuyahoga County Employee Handbook.

SECTION 4. Upon request and thirty (30) day notification, or as soon as practicable if circumstances dictate otherwise, a pregnant Employee shall be granted leave of absence from work for maternity purposes. Each Employee

who requests such leave must submit a physician's certificate stating the probable period for which the Employee will be unable to perform her duties. The Employee, at her option, may utilize any or all of her accrued sick leave for maternity purposes. The Employee may also request approval for the County to utilize other forms of accrued employment time.

An Employee may retain forty (40) hours of accrued paid leave. After exhaustion of other accrued sick leave or other accrued leave which has been approved by the County, the Employee shall be placed on maternity leave of absence without pay for a period of time not to exceed six (6) months, inclusive of accrued leave exhausted by the Employee. An additional period of time up to six (6) months may be granted, subject to County Approval.

SECTION 5. The Employee will be reinstated with full seniority, provided the Employee contacts the County within thirty (30) days after the date of birth and indicates a return-to-work date, consistent with the leave durations outlined in Section 4, and, further, provides a written release from her physician to return to full duty.

Article 53: PAID PARENTAL LEAVE

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

VI. MISCELLANEOUS

Article 54: DIRECT DEPOSIT OF PAY CHECKS

SECTION 1. The County shall have the right to pay employees solely through direct deposit unless the employee can document that he/she made good faith efforts to obtain an account (e.g. savings or checking) and was unable to obtain one.

SECTION 2. The County shall make a good faith effort to correct pay shortage if employees have not received pay for their regular work hours. Where possible (e.g., if all action is in control of the County), such corrections shall be made as soon as reasonably practicable, but no later than the following pay period following the receipt of the written notification by the employees to the Manager of the Division of Payroll.

SECTION 3. Employees shall be required to repay the County in situations where payroll errors resulted in employee overpayments when the employee knew or should have known that such overpayment occurred. In the event that an employee receives an overpayment, the parties agree that the County has the right to recoup the overpayment. Prior to recouping the overpayment, the County shall meet and discuss the terms of repayment with the employee. In the event that pay back is required, the County shall not require employees to repay all over-paid funds in one lump sum. Instead, the County shall give the option to repay such overpaid funds pursuant to a structured payment plan with the County.

Article 55. WAIVER IN CASE OF EMERGENCY

SECTION 1. In cases of emergency declared by the Cuyahoga County Sheriff such as civil disorder, the following conditions of this Agreement shall automatically be suspended:

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

SECTION 2. Upon termination of the emergency, if valid grievances exist, they shall be processed in accordance with the "Grievance Procedure" article of this Agreement and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed.

Article 56. SEPERABILITY CLAUSE

SECTION 1. If any clause, sentence, paragraph, or part of this Agreement or the application thereof to any person or circumstances shall be adjudged by a court of competent jurisdiction to be invalid for any reason, such judgment shall not affect, impair, or invalidate the remainder of this Agreement and the application of such provision to the other provisions, persons, or circumstances, but shall be confined in its application to the clause, sentence, paragraph, or part thereof directly involved in the controversy in which such judgment shall have been rendered and to the person or circumstances involved. The remainder of this Agreement and supplemental agreements shall remain in full force and effect for the Agreement term.

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

Article 57. CONDITIONS OF AGREEMENT

SECTION 1. No agreement, alteration, variation, waiver, or modification or any of the terms of conditions contained herein shall be made by an Employee or group of Employees with the County and no amendment or revision of any of the terms or conditions contained herein shall be binding upon the parties hereto unless executed in writing by the parties hereto. However, any interpretation or application of any provision of this Agreement agreed upon between the County and the Union in writing shall be binding upon all Employees. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

SECTION 2. The County and the Union acknowledge that this Agreement, and any supplement thereto, embody the complete and final understanding reached by the parties as to the wages, hours, and all other terms and conditions of employment of all Employees covered by this Agreement. Neither party intends to be bound or obligated except to the extent that it has expressly so agreed herein, and this Agreement shall be strictly construed.

Article 58. REPRODUCTION AND DISTRIBUTION OF AGREEMENT

The County, upon the ratification and signing of the Agreement by the parties, shall post the Agreement electronically on the Law Department's website. Hard copies will be available upon request to the Department of Human Resources.

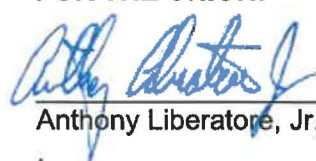
Article 59. EXPIRATION AND RENEWAL

This Agreement is effective upon the date of ratification by the County Council, and notwithstanding any other dates referenced on the cover of the Agreement, as footers on each page or elsewhere therein, unless specifically indicated. The Agreement shall remain in full force and effect until 11:59 p.m. on December 31, 2026, 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 by either party at least one hundred twenty (120) days prior to the expiration date. Upon receipt of such notice, a conference shall be arranged within thirty (30) days.

FOR THE COUNTY:

 8/28/24
Chris Ronayne Date
Cuyahoga County Executive

FOR THE UNION:

 8/27/24
Anthony Liberatore, Jr. Date

Approved as to legal form:

 8/27/24
Assistant Law Director
Cuyahoga County
Department of Law

