

COURT SECURITY OFFICERS' CONTRACT

CUYAHOGA COUNTY
SHERIFF'S DEPARTMENT

&

UAW, REGION 2-B

JANUARY 1, 2022 TO DECEMBER 31, 2024

COURT SECURITY OFFICERS' CONTRACT

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I. INTRODUCTION

Article 1. PREAMBLE

This is an agreement between Cuyahoga County, herein further known as the "Employer" or "the County," and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, Region 2-B, and its Local Number 70, hereinafter referred to as the "Union"; representing Employees, herein defined as "Court Security Officers": and hereafter referred to as "Employees," in the Cuyahoga County Sheriff's Department located at 1215 West 3rd Street, Cleveland, Ohio, 44113, or any other location that is used in the normal use of everyday business conducted by the Cuyahoga County Sheriff's Department.

Article 2. PURPOSE OF AGREEMENT

It is the intention of this Agreement to: (1) maintain harmonious relations between Cuyahoga County and its Employees represented by the Union; (2) that all dealings between the parties hereto shall be conducted in a legal manner and consistent with efficient and progressive service towards the Employer, the Employees, and the public interest; (3) to achieve and maintain a satisfactory and stabilized employer/employee relationship and to provide improved work performance; (4) to provide for the peaceful and equitable adjustment of differences which may arise, and to maintain the efficiency of the department; and (5) to provide for orderly, harmonious, and cooperative employee relations and to achieve and maintain the most efficient public service in the interest of not only the parties, but also the citizens of Cuyahoga County.

Article 3. PLEDGE AGAINST DISCRIMINATION

SECTION 1. The provisions of this Agreement shall be applied equally to all Employees in the bargaining unit. No person or persons or agency responsible to the Employer, nor the Union and its officers and members, shall discriminate against any Employee based on the following: age, sex, sexual orientation, gender identity, disability, marital status, race, religion, color, creed, national origin, political opinions or affiliation. The Union shall share equally with the Employer the responsibility of applying this provision of the Agreement.

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

Article 4. MANAGEMENT RIGHTS

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

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

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 Security Monitors as described by the State Employment Relations Board (SERB), Case No. 2011-REP-10-0112, certified December 1, 2011 (hereinafter referred to as "Court Security Officers").

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

SECTION 3. Any terms of this Agreement reached between the Employer and the Union are binding upon all Court Security Officers and cannot be changed by either individual Employees or the management of the Cuyahoga County Sheriff's Department.

Article 6. PROBATIONARY PERIOD

SECTION 1. Employees entering this Unit are probationary Employees for a period of one hundred eighty (180) days. There shall be no extension of the one hundred

eighty (180) day probationary period other than for a leave of absence.

SECTION 2. A newly hired probationary Employee shall be afforded Union Representation after the sixtieth (60th) day of employment. Any employee discharged between the 60th and 180th day shall not be subject to arbitration and the Employer's decision is final.

Article 7. UNION REPRESENTATION

SECTION 1. The Union shall be represented by no more than two (2) stewards, one (1) of whom will be the Chief Steward. Members of the bargaining unit shall elect all stewards. The Union may elect alternates, who may serve in the absence of the stewards.

SECTION 2. The Representatives shall provide the Department of Human Resources with a written updated list of the names of the stewards that represent this unit on the effective date of this Agreement and anytime thereafter that changes occur. The Employer shall not be required to recognize an individual as a union steward until written notification of that individual's election to that position is given to the Employer.

SECTION 3. The International Union Representative shall be permitted to meet with the Union stewards concerning Union business for a reasonable period on the Employer's premises during working hours, provided that at no time shall such business interfere with the work requirements of any Employee unless expressly permitted by the Employer. Reasonable advance notice of a visit shall be given to the Department of Human Resources.

SECTION 4. A Chief Steward shall be permitted to investigate and process a grievance within his/her location and attend meetings as provided in the "Grievance Procedure" article during his/her working hours without loss of regular, straight time wages, provided that such activity shall take into consideration the Employer's operational needs and work requirements. A Chief Steward investigating or processing a grievance shall first notify their immediate supervisor prior to beginning any such activity. The supervisor shall make arrangements to have Employees relieved as soon as practicable. Steward shall not interfere with or disrupt the normal duties of Employees.

Article 8. UNION SECURITY/CHECK-OFF OF MEMBERSHIP DUES

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

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

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

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

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

Article 9. UNION RIGHTS

SECTION 1. The Employer shall furnish the Union with all department policy and procedure, rules and regulation manuals, training manuals and employee handbooks within sixty (60) days after the signing of this Agreement.

SECTION 2. The Chief Steward of the Union, or his designee, shall be afforded the opportunity to speak about Union business to new unit members.

Article 10. UNION BUSINESS LEAVE OF ABSENCE

SECTION 1. Leaves of absences without loss of seniority shall be granted to those stewards or local Union officers involved in grievance matters, arbitration matters, local-regional Union matters, negotiation preparation and meetings. The above-mentioned personnel shall suffer no loss of pay or benefits for their Union Business Leave of Absence. The local Union (Local 70) shall be responsible to forward to the Employer the full cost of all lost time and benefits beyond the reservoir, prior to the closing date of the pay period. A reservoir of twenty-five working day benefits will be paid to any steward(s)

or officer(s) who claim time off for those events. The total of twenty-five (25) days is in the aggregate. The benefits paid shall include vacation time.

SECTION 2. Delegates and/or alternates to the Union convention shall be granted ten (10) days leave of absence without loss of seniority; the Union shall provide fourteen (14) calendar days' notice to the Employer.

SECTION 3. An Employee who has been selected by the local Union or the International Union to a full-time, permanent position shall be granted a leave to participate in Union activities without pay and without loss of seniority accrued to the date of leave; such leave shall not exceed two (2) years. Seniority shall accumulate during said leave. The local or International Union shall give notice to the Employer not less than fourteen (14) days prior to the date said leave becomes effective.

When the Employee returns to employment under the terms of this collective bargaining agreement, that Employee shall obtain the next vacancy in the unit to which he is entitled by way of seniority. The date of Employee availability must be within the twenty-four (24) month period and the vacancy to which entitlement is claimed cannot be more than forty-eight (48) months after the first day of original leave.

Article 11. BULLETIN BOARD

SECTION 1. The Employer shall provide space for an enclosed bulletin board in the male and female locker room area. A glass-enclosed bulletin board is to be provided by the Union, at the Union's expense, including any and all maintenance. The bulletin board shall be approximately four (4) feet by three (3) feet in size. Stewards shall have the sole key to this bulletin board.

SECTION 2. Any and all notices which the Union desires to post on the bulletin board shall be submitted to the Employee Relations Administrator or his designee. It is agreed that the following notices shall not require prior Employer approval:

- a) posting of rules and regulations of the Union;
- b) notices of Union meetings and election results;
- c) notices of recreational and entertainment activities;
- d) educational material.

The Union shall provide the Department of Human Resources with copies of any and all notices or documents which they desire to be placed on the bulletin board.

SECTION 3. All other notices of any kind not *covered* in (a) through (d) above must receive prior approval of the Employee Relations Administrator or his designee. The Employee Relations Administrator, or his designee, has the right to order the steward to remove any notice not receiving prior approval required by Section 3 above; the stewards shall immediately remove such notice.

Article 12. LABOR/MANAGEMENT COMMITTEE

SECTION 1. In the interest of sound labor/management relations, on a mutually agreeable day and time, the Employer or its designee(s) shall meet with the Union to discuss pending problems and to promote a more harmonious labor/management relationship. For purposes of this Section, the Union may consist of the Union Representative or his/her designee, the Chief Steward, and other stewards in the bargaining unit.

SECTION 2. The party initiating the meeting will furnish the other party at least five (5) working days in advance of the meeting with a list of the matters to be taken up and the names of the party representatives who will be in attendance. The purpose of such meetings shall be to:

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

SECTION 3. If special labor/management meetings have been requested and mutually agreed upon, they shall be convened as soon as feasible.

III. WAGES and BENEFITS

Article 13. WAGES

SECTION 1. For 2022 and 2023, Employees who are in active status as of the date this Agreement is ratified by the Cuyahoga County Council shall receive the following wage increases:

Retroactive to the first day of the first full pay period in January 2022 through July 2, 2022, an eighty-nine cent (\$0.89) equity adjustment, plus a two-percent (2%) wage increase.

Retroactive to July 3, 2022 through December 31, 2022, a one-percent (1%) wage increase

pursuant to Cuyahoga County Council Resolution No. 2022-120.

Retroactive to the first day of the first full pay period in January 2023, a nineteen cent (\$0.19) equity adjustment, plus a three-percent (3%) wage increase.

For 2024, the contract shall be reopened for the purpose of bargaining wages to be effective January 1, 2024.

SECTION 2. The wage schedule of the members of this bargaining unit shall be:

Start	1	2	3	4	5
2022	\$17.68	\$18.27	\$18.87	\$19.75	\$21.36
July 3, 2022- Dec. 31, 2022	\$17.86	\$18.45	\$19.06	\$19.95	\$21.57
2023	\$18.59	\$19.20	\$19.83	\$20.74	\$22.41

Step movement shall occur on the first day of the first pay period following the employee's anniversary date of becoming armed security. Step movement for new employees shall occur in the first pay period following their anniversary date of hire.

Article 13.1. PAYROLL ERRORS

In the event that an error regarding wages appears on an employee's pay warrant, the Employee shall contact the Payroll Department immediately upon the discovery of the error for assistance. In the event of an underpayment of wages in the excess of ten (10) hours, the employee shall notify the Payroll Department and a new payroll warrant will be issued no later than the close of the next business day of the County Fiscal Office.

Article 14. LONGEVITY

Employees in the bargaining unit shall receive longevity payment for their years of service within the bargaining unit in accordance with the following:

- 1) After five (5) years of continuous service, a longevity payment of two hundred fifty dollars (\$250.00) will be given to each bargaining unit member.
- 2) Commencing with the sixth (6th) year, and continuing each year thereafter, an additional seventy-five dollars (\$75.00) will be given for each year of full continuous service after the initial five-year period.

Article 14.1 ATTENDANCE BONUS

Upon ratification of this Agreement by Cuyahoga County Council, all Employees shall be eligible for a Five Hundred Dollar (\$500.00) "perfect attendance" bonus if they have zero absences for work and no tardies in a given payroll quarter (subject only to exceptions for vacation time that is submitted 7 days in advance of the absence, and comp time that is submitted 3 days in advance of the absence). For purposes of this Article, there shall be four payroll quarters defined as follows: Quarter 1 (commencing on the first day of pay period 1 and concluding on the last day of pay period 7); Quarter 2 (commencing on the first day of pay period 8 and concluding on the last day of pay period 14); Quarter 3 (commencing on the first day of pay period 15 and concluding on the last day of pay period 20); and Quarter 4 (commencing on the first day of pay period 21 and concluding on the last day of pay period 26/27).

Article 15. UNIFORMS

SECTION 1. The initial uniform issue shall be completed by the Employee's 90th day. The initial uniform issuance shall be:

Headgear	1	Winter	Duty Belt	1
Baseball Cap	1		Handcuffs	1
SS Shirts	4		Handcuff Case	1
LS Shirts	4		Ammunition	25
Badge	2		Kevlar Gloves	1
Dickie	1		Name Tag	1
Pants	4		All Purpose Jacket	1
Holster	1		Magazines	3
Belt keepers	4			

SECTION 2. All Employees shall receive an annual nine hundred dollars (\$900.00) uniform maintenance allowance, distributed on the Employee's anniversary date.

SECTION 3. It is hereby recognized and agreed that all items issued pursuant to Section 1 of this article remain the property of the Employer. At the termination of employment, either voluntary or involuntary, the Employee must return all items issued by the Employer. It is further agreed that any item issued under this article that is not returned shall be deducted from any compensation due the Employee including, but not limited to, wage, vacation, or compensatory time. Each Employee further agrees that the final paycheck shall be held until this account is settled.

Article 16. GROUP INSURANCE

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

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

A) MetroHealth Plan:

1) The County shall offer an HSA plan through the MetroHealth System at no biweekly cost to employees.

2) The bi-weekly contribution for a non-HSA plan offered through MetroHealth shall be as follows: 93% Employer, 7% Employee.

B) Other Benefit Plans: The Employer shall pay 86% of plan costs and the employees shall pay 14% of plan costs.

C) Dental and Vision: The Employer shall pay 86% of plan costs and the employees shall pay 14% of plan costs.

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

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

SECTION 5. The Employer may implement or discontinue incentives for employees to participate in Employer sponsored wellness programs, including, but not limited to, the right to offer the opportunity to reduce employee contributions through participation in wellness programs as determined by the Employer.

SECTION 6. The Employer may offer incentives to encourage use of low cost providers/plans (including HSA plans) which may be discontinued or modified by the

Employer in future plans years with notification to the Union.

SECTION 7. A waiting period of no more than 120 calendar days may be required before new employees are eligible to receive health and/or other insurance benefits. During the waiting period, the Employer may require employees who desire coverage to purchase it through a third party vendor instead of participating in the County plans that are offered to regular full-time employees. New employees shall be eligible to participate in the County plans on the first date of the first month following completion of the waiting period.

Article 17. EMPLOYEE NO SICK TIME

SECTION 1. Any Employee who has exhausted his accrued sick time will continue to have hospitalization and surgical/medical benefits provided by the Employer to the extent set forth in the "Group Insurance" article. Family members who are eligible will also be covered under this plan. An Employee is entitled to utilize this contract provision once per calendar year.

SECTION 2. Employer-paid coverage for both the Employee and family is not to exceed two (2) months after the Employee's accrued sick time has been exhausted. This time may run concurrent with an approved FMLA leave.

Article 18. HOLIDAYS

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

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

If a holiday falls on a Saturday, it shall be observed on the previous Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday.

SECTION 2. Subject to the staffing needs of the Employer, a senior consenting

Employee may elect not to work on a recognized holiday. Employees not required to work on a recognized holiday shall be paid eight (8) hours straight time at their regular hourly rate. Employees required to work on one of the recognized holidays shall be entitled to receive compensation at the rate of one and one-half (1-1/2) times their regular rate of pay, in addition to receiving regular holiday pay.

SECTION 3. To be eligible for holiday pay, an Employee must work his last scheduled workday before the holiday and his first scheduled workday after the holiday, unless the Employee or his immediate family member is admitted to the hospital. For purposes of the article, a vacation or compensatory time day is not a scheduled workday.

SECTION 4. The Employer retains the right to require a doctor's slip from an Employee who is absent on a scheduled workday either immediately before or after a holiday when such Employee's absence occurs on a scheduled workday either immediately before or after a holiday more than once in a calendar year.

IV. TERMS and CONDITIONS OF EMPLOYMENT

Article 19. BARGAINING UNIT WORK

The Court Security Officer unit shall continue to supplement the Deputy Sheriffs in the function of monitoring persons entering the Justice Center, Lakeside Court House and, at the discretion of the Sheriff, any other areas where the Sheriff's Department is responsible for staffing and operating security equipment, i.e. x-ray machines and/or metal detectors. It is expressly understood by both Parties that nothing in this Article is intended to limit the County's right to make operational changes or to impede or effect in any way the conversion of bargaining unit employees to armed personnel as stated in the Parties' Side Letter of Agreement.

Article 20. HOURS OF WORK and OVERTIME

SECTION 1. This Article defines the normal work period for bargaining unit Employees and establishes the basis for computing overtime. It shall not be construed as a guarantee of hours of work within a normal work period nor prevent the Employer from revising work schedules in order to achieve and maintain effective and efficient staffing and operations. Employees will be permitted to use their seniority in the bargaining unit for the purpose of determining work schedule preference.

SECTION 2. The normal work week for full-time employees will be Monday through Friday and shall consist of forty (40) hours. Specific hourly and weekly work schedules may vary. Part-time employees shall not be scheduled for more than thirty-two (32) hours.

SECTION 3. Employees required to work more than forty (40) hours in any

workweek shall be compensated at one and one-half (1-1/2) times their regular rate of pay, or at their option, receive compensatory time credited at one and one-half (1-1/2) hours for each overtime hour worked (see "Compensatory Time" article). Paid vacation, paid holidays, compensatory time, and sick leave utilized for pre-approved medical appointments shall be considered time worked.

SECTION 4. Available overtime shall be offered to Employees on a volunteer basis, predicated on seniority. However, the Employer retains the right to choose the most senior Employee that will result in the least amount of overtime being utilized (e.g. selecting the most-senior Employee from the later shift to work until 6:00 p.m.). In the event all Employees on duty decline an overtime opportunity, on-duty Employees shall be required to work in inverse order of seniority, using a rotating list method.

SECTION 5. An Employee who is required to report back to work at a time that he/she is normally scheduled off shall receive a minimum of three (3) hours of work or three (3) hours of pay in lieu thereof at the applicable rate. If a call-in assignment or meeting is less than three (3) hours in duration, the Employer may give the Employee the option to stay and work for the full three (3) hours or to leave and be compensated at the applicable rate only for the time actually worked. If the Employer orders the Employee to go home, the Employee shall receive a minimum of three (3) hours of pay at the applicable rate.

Article 21. COMPENSATORY TIME

SECTION 1. Employees may accumulate up to two hundred sixty (260) hours of compensatory time. Employees shall be provided with the opportunity on a daily basis, to state their choice of compensation. Any compensatory time which is not used by the employee within two (2) years after accrual shall be paid in the following pay warrant.

SECTION 2. Requests for use of compensatory time must be made in writing seven (7) days in advance and approval shall not be unreasonably withheld.

SECTION 3. Upon approval of the Employer, up to twenty-four (24) hours of compensatory time per calendar year may be used with three (3) days' notice. Compensatory time may also be requested for emergency situations, provided the Employee submits appropriate documentation.

Article 22. LUNCH and BREAKS

SECTION 1. Employees shall be permitted to eat their lunch during regular work hours, unless circumstances prohibit.

SECTION 2. Employees shall receive two fifteen (15) minute breaks, one occurring approximately midway between the start of the work day and the lunch break, and the other midway between the lunch break and the end of the work day.

Article 23. SENIORITY

SECTION 1. Seniority shall be defined as an Employee's uninterrupted length of continuous service in the bargaining unit. In the event that more than one Employee has the same date of placement in the unit, seniority will be determined by alphabetical listing of their last name, with "A" being the highest and "Z" being the lowest in seniority on the initial date of placement in the unit.

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 in this agreement.

SECTION 3. An Employee shall lose his seniority when the Employee:

- a.) resigns or retires or accepts a position outside the bargaining unit;
- b.) is discharged for cause;
- c.) fails to return to work within ten (10) calendar days after initial date of receipt of certified mailing of a recall notice after layoff;
- d.) fails to make application within 30 calendar days for immediate reinstatement following the cessation of PERS disability retirement benefits.

SECTION 4. Employees shall continue accrual of seniority while on military leave of absence and for other reasons specifically stated elsewhere in this Agreement.

Article 24. POST ORDERS

SECTION 1. The Employer shall provide written guidelines and instructions for each position where a bargaining unit member may be assigned. Said post orders shall be evaluated at least once a year and shall contain both general orders and post-specific orders. Unit members shall receive a copy of any significant change in post orders thirty (30) days prior to such change.

SECTION 2. Copies of applicable post orders shall be furnished to all Employees who are assigned to post positions and shall also be available in Perimeter.

Article 25. NEW POST/JOB ASSIGNMENT

Employee posts and shifts shall be bid on every six months on the basis of seniority. The Employer retains the right to modify an Employee's daily assignment when

staffing issues warrant.

Article 26. PROMOTIONS

In the event the Employer determines to establish a supervisory rank for this bargaining unit, the Employer shall promote from within this unit and in accordance with applicable Civil Service regulations.

Article 27. HEALTH AND SAFETY

SECTION 1. The Employer agrees to maintain sanitary, safe and healthful conditions in accordance with federal, state, and local laws, standards and regulations. The Union agrees that the Employees shall cooperate in maintaining all such conditions.

SECTION 2. It is the responsibility of an Employee to notify his immediate supervisor when any unsafe/unhealthy condition exists. Such notifications shall be immediately investigated by the supervisor. In the event that a supervisor determines any condition to be unsafe or unhealthy, action shall be promptly undertaken to correct the problem. Any action taken by the supervisor shall be documented and submitted through the chain of command.

SECTION 3. The Employer shall provide Employees with information on communicable diseases to which they may have routine workplace exposure. Informational training sessions, provided by a medical professional familiar with the workplace, shall include symptoms of the diseases, modes of transmission, methods of self-protection, proper workplace procedures, special precautions and provide for immunization where appropriate.

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

SECTION 5.

(A) Reasonable Suspicion Drug/Alcohol Testing

In the event that a supervisor has reasonable suspicion that an Employee is under the influence of alcohol, a controlled substance, harmful intoxicant, or other cause, the Employee shall not be allowed to work pending further medical, security, and/or toxicological testing and investigation pursuant to the Employer's "Drug Testing Policy" currently contained in Sections 8.03 and 8.04

of the Employee's Handbook. An Employee subject to the provisions of the "Drug Testing Policy" is entitled to union representation. In accordance with that policy, any Employee who reports for duty or works while under the influence of intoxicating drugs or alcohol shall be subject to disciplinary action, including dismissal. If an Employee is mentally or physically disabled because of an adverse reaction to a lawfully prescribed medication, the Employee shall not be allowed to work as scheduled and shall be charged with sick leave for all hours not worked as a result of said disability.

Pending the outcome of the Employer's lab results, Employees shall be placed on administrative leave with pay, which shall not be deducted from any of the Employee's accrued time categories.

(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 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) An "on-duty critical incident" as used in this Article, is defined as injury to the Employee resulting from active duty as a Court Security Officer, including the apprehension or attempted apprehension of a suspect, or active participation in the prevention of crimes. "On-duty critical incident" also includes any use of force by the Employee that results in death or injury to another.

(2) A "vehicular accident" is a motor vehicle accident that occurs in the course of County business where the Employee operates any motor vehicle that results in property damage and/or physical injury to any person involved in the accident.

(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:

<u>Drug Class.</u>	<u>Prelim. Cutoff</u>	<u>Confirm. Cutoff</u>
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, no change will be implemented during the term of this Agreement unless mutually agreed to by the parties.

ii. If the MRO has reported that the results of an Employee's random test are positive, the Employee may be subject to disciplinary action, up to and including removal. This section does not apply to those Employees who have independently sought treatment through any Employer's Employee Assistance Plan or private treatment/medical practitioner prior to notification of the random test. In those cases only, discipline is deferred and the Employee will be subject to proof of fitness for duty and proof of completion of affiliated treatment plans. Employees who are not fit for duty will be reviewed for separation from service, Employees who do not provide proof of completion of affiliated treatment plans may be subject to disciplinary action, up to and including removal.

lii, Any second failed random test will result in disciplinary action, up to and including removal.

SECTION 6. Employees are encouraged to maximize physical and mental health through appropriate lifestyle routines. Physical or mental disabilities, which, in the Employer's opinion, may threaten the safety and security of the workplace, 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 Employer.

SECTION 7. The Employer may require that an Employee submit to medical or psychological examinations for purposes of determining the Employee's fitness for duty in accordance with the procedures outlined in the Employer's Employee Handbook (currently Section 8.04). If a supervisor, in consultation with Human Resources, determines that an Employee's behavior and/or condition affects that person's ability to perform the essential functions of the Employee's position, a fitness-for-duty examination request form shall be completed by the supervisor and submitted to Human Resources and an examination scheduled with the appropriate qualified medical professional. The Employee shall be placed on paid administrative leave pending receipt of the medical professional's findings. If that medical professional determines that the Employee is fit for duty, the Employee shall return to work on the day immediately following the date of notification of the physician's findings or as soon as practicable. Failure to return to work will subject the Employee to discipline.

SECTION 8. An Employee found by a qualified medical professional to have a medical or psychological disorder, condition, syndrome, or is otherwise unable to perform his/her duties shall be relieved of duty. Such time off duty may be charged to any applicable sick, vacation or compensatory time at the Employee's request. An Employee relieved of duty under this Section must be given medical clearance by a qualified physician acceptable to the Employer before being allowed to return to work.

Article 28. ERGONOMICS

The Employer shall provide rubber mats in the work areas where appropriate.

Article 29. PERSONAL LIABILITY INSURANCE

SECTION 1. The County will indemnify all Employees of this bargaining unit pursuant to applicable State law.

Article 30. STRESS LEAVE

SECTION 1. Stress leave is defined as the Employee's use of up to five (5) days off, scheduled at the Employer's option as a result of an on-duty critical incident. These days off will not be charged against any accrued time category. In exercising its option, the Employer shall not unreasonable deny the use of this leave.

As used in this Article, "on-duty critical incident" is defined as an incident involving an active duty Employee who apprehends or attempts to apprehend a suspect or otherwise actively prevents or attempts to prevent a crime. "On-duty critical incident" also includes the use of force by the Employee that results in death or serious injury to another.

SECTION 2. Employees authorized to use stress leave shall be subject to a mandatory referral to an employee assistance program that is designated by the Employer, e.g. Moore Counseling or other Employer-approved entity, which entity shall only confirm the Employee's attendance. All other information between the Employee and the assistance program entity shall remain confidential.

Article 31. INVESTIGATION

An internal security investigation may not deny an Employee due process required by the law such as warnings and notice of the charges against him. The Employee may be represented by the Union only; however, where such investigation intends to bring criminal charges, an attorney may represent the Employee.

Article 32. EMPLOYEE EVALUATIONS

SECTION 1. Upon request of the Department of Human Resources or the Employee a written performance evaluation shall be completed no more than once per calendar year. Evaluations are intended to assess an Employee's job performance and attendance. With regard to attendance, only patterns of abuse, and/or violations of established attendance policies may be negatively noted.

SECTION 2. A copy of the evaluation shall be included in the Employee's

personnel file. An Employee may submit a written response to the evaluation, which will be added to the personnel file.

SECTION 3. Performance evaluations shall be completed by a supervisor who has knowledge of the Employee's position description and job performance for the evaluation period.

Article 33. PERSONNEL RECORDS

SECTION 1. Employees will be permitted to view the contents of their personnel file with a member of the Human Resources Department after first making an appointment to do such with that office. Such appointment shall be on the Employee's own time.

Article 34. EMPLOYEE DISCIPLINE

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

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

SECTION 3. In imposing discipline, the Employer shall not take into account any previous non-attendance related disciplinary action rendered against the Employee which occurred more than twenty-four (24) months preceding the current charge(s), unless: (1) the pending disciplinary action is for the same or similar conduct for which the Employee was previously disciplined within the preceding five (5) years; and/or (2) there has been discipline imposed on the Employee during the preceding twenty-four (24) months. Copies of any disciplinary action rendered shall be given to the Employee and to the Chief Union Steward. An Employee may appeal any suspension without pay or discharge through the grievance procedure, beginning at Step 2 thereof, by filing a written grievance

with the Employee Relations Specialist assigned to the Sheriff's Department within five (5) working days from the date the disciplinary action is imposed. The Employee's and/or Union's failure to timely grieve a suspension without pay or discharge shall render that grievance ineligible for arbitration.

Article 35. GRIEVANCE PROCEDURE

SECTION 1. A grievance shall be defined as an allegation that there has been a breach of a provision of this Agreement. A grievance may be filed by the Union on behalf of the Employee or Employees on an agreed form.

SECTION 2. Each grievance shall be processed in the following manner:

STEP 1.-Immediate Supervisor (Sergeant):

An Employee having a grievance will first bring that complaint in writing to the attention of the Employee's steward who shall notify the immediate supervisor within three (3) working days of knowledge of the incident giving rise to the grievance. The immediate supervisor shall discuss the grievance with the Employee and a Union steward in accordance with this article within three (3) working days of receipt of such written complaint. Within two (2) working days of such discussion, the supervisor shall respond to the Employee and the Union in writing with an answer to the grievance. If the Employee is not satisfied with the oral response given by the immediate supervisor, the Employee and Union may, within five (5) working days, advance the grievance to Step 2 of the grievance procedure by reducing the grievance to writing on the grievance form provided for submitting said form to the Employee's department head.

STEP 2. - Department Head and/or Designee (Lieutenant):

The department head, or his designee, shall schedule a formal meeting to be held within five (5) working days of receipt of the grievance between himself, the grievant, and a Union steward. Prior to the day of this meeting, the department head, or his designee, shall make an investigation of all allegations contained in the grievance. Within three (3) working days of the above meeting, the department head, or his designee, shall provide the Employee with a written response to the grievance.

STEP 3.-Department of Human Resources:

If the Employee is not satisfied with the written response to the grievance at Step 2 above, the Employee and Union may, within five (5) working days of receipt of the written response from the department head, appeal the grievance in writing to the Employee Relations Administrator. Upon receipt of the written grievance, the Sheriff or his designee shall schedule a formal meeting within seven (7) working days with the grievant, the International Union representative, and a Union steward. Prior to this meeting taking place, the Sheriff, or his designee, shall make an investigation of the allegation(s)

contained in the grievance. Within ten (10) working days after the above meeting, the Sheriff shall provide the Employee, the Chief Steward, and the Union's International Representative with a written response to the grievance.

STEP 4. -Arbitration:

If the grievance is not satisfactorily settled in Step 3, the Union may make a written request to the Director of Law that the grievance be submitted to final and binding arbitration. A request for arbitration must be submitted within thirty (30) calendar days following receipt of the Employer's Step 3 response. In the event the grievance is not referred to arbitration within such time limit, the grievance shall be considered resolved based upon the Step 3 response.

SECTION 3. Within ten (10) working days following advancement to arbitration, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the Union shall obtain a panel from the Federal Mediation and Conciliation Service ("FMCS"). The panel shall be limited to members of the National Academy of Arbitrators from the Northern Ohio sub- region of FMCS. At the request of either party, one replacement panel may be obtained from FMCS. The panel members' names will be alternately stricken until one name remains, who shall be designated by the parties to hear the matter.

The arbitrator shall be advised of the selection within five (5) working days and requested to provide available hearing dates. In no event shall the date of hearing be conducted within thirty (30) days of selection of the arbitrator, unless otherwise agreed by the parties.

The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or any supplemental agreement, or to make any award requiring the commission of any act prohibited by law, or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement. The function of the arbitrator shall be limited to determining whether any provision of this Agreement or any supplemental agreement has been violated.

The fees and expenses of FMCS, the arbitrator and the cost of the hearing room, if any, shall be shared equally by the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

The Union agrees to hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of the member's rights as provided by the grievance and arbitration procedures contained

herein.

Article 36. SECONDARY EMPLOYMENT

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

- a) The part-time employment may not be such as would in any manner adversely affect or interfere with the Employee's performance of duties for the Sheriff's Department;
- b) The part-time employment may not create an actual conflict of interest or the appearance of a conflict of interest with the operations of the Sheriff's Department;
- c) The part-time employment may not be such as would create an appearance of impropriety;
- d) The part-time employment may not be at a place of business where any principals or officers of the business itself are under investigation for serious criminal conduct;
- e) The part-time employment may not involve more than twenty (20) hours of work per week, if the work being performed involves law enforcement or any type of security duties.
- f) When deemed necessary by the Employer, the Employee seeking part-time employment must provide the Employer with evidence that liability insurance, satisfactory to the Employer, or a "hold harmless agreement" satisfactory to the Employer, has been secured which would hold the Employer, Cuyahoga County and their representatives harmless from any actions or omissions arising out of the Employee's part-time employment.
- g) The Employee shall also furnish proof to the County that any prospective secondary employer has obtained workers' compensation coverage, or that the prospective secondary employer has complied with Section 4123.35 of the Ohio Revised Code and has been authorized by the administrator of workers' compensation to directly compensate employees or dependents.

SECTION 2. Requests must be approved by the Employer prior to the commencement of part-time employment and such applications must be renewed annually thereafter. Requests for approval will be acted upon by the Employer as soon as practicable. The Employer shall have the right to rescind previously granted permission for part-time employment upon a change of circumstances and in accordance with the criteria set forth hereinabove in this submission.

SECTION 3. If an Employee is offered a unique opportunity on short notice for temporary (e.g. one-day or weekend-type) work, the Employee may request that his

supervisor expedite the request. An Employee is only eligible to submit an expedited request three (3) times per calendar year.

Article 37. LAYOFF and RECALL

SECTION 1. When the Employer determines that a layoff is necessary, the Employer shall notify the affected Employee(s) and the Union at least fourteen (14) days in advance of the effective date of such layoff. If the Union requests, the parties shall meet to discuss the Employer's action. Employees whose jobs are abolished shall have the same rights as Employees involved in a layoff action or who are on layoff due to reasons other than job abolishment.

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

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

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

SECTION 3. Employees who are laid off shall be placed on a recall list for a period of eighteen (18) months. If there is a recall, Employees who are still on the recall list shall be recalled in the reverse order of their layoff. Seniority will terminate after eighteen (18) continuous months of layoff. However, seniority will accrue during those eighteen (18) months.

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

SECTION 5. The recalled Employee shall have fourteen (14) calendar days following the date of the receipt of the recall notice to notify the Employer of his intention to return to work. The Employee shall have three (3) additional calendar days to report for duty, unless a later date for returning to work is otherwise specified in the notice.

V. LEAVES

Article 38. SICK LEAVE

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

SECTION 2. An Employee who is unable to report for work, and who is not on a previously approved vacation, sick leave, or leave of absence, shall be responsible for notifying the Employer at least one (1) hour prior to the Employee's scheduled work assignment unless emergency conditions prevent such notification. In the case of a condition exceeding five (5) consecutive calendar days, a physician's statement specifying the Employee's inability to report to work and the probable date of return to work shall be required.

SECTION 3. When hospitalization is required, the Employee shall be responsible for notifying the Employer upon admission to and discharge from such hospital, unless emergency conditions prevent such notification. When convalescence at home is required, the Employee shall be responsible for notifying the Employer of the start, the expected length, and the termination of such period of convalescence.

SECTION 4. Sick leave may be used by an Employee only for the following reasons:

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

SECTION 5. For purposes of this article, "immediate family" shall include: the Employee's spouse, child, mother, father, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, legal guardian, or other person who stands in the place of a parent.

SECTION 6. When an Employee returns to work, he shall submit a written and

signed explanation of absence/sick leave prior to the end of his shift on the date that he/she returns. This shall be submitted through the County's web based timekeeping system (currently MyHR). If professional medical attention is required by the Employee or his immediate family, a certificate from a licensed physician stating the nature of the condition shall be required by the Employer for justification and use of sick leave.

SECTION 7. Upon return from sick leave, the Employer may require that an Employee submit to a medical and/or psychological examination based upon the condition for which sick leave was utilized in order to determine the Employee's capability to perform the Employee's position. Such examination shall be conducted by a physician or licensed practitioner designated by the Employer, and the Employer shall pay the cost of the examination. If the Employee is found to be unfit for the duty, the Employee may be placed on sick leave, alternative work assignment, leave of absence without pay or disability separation.

SECTION 8. Any abuse patterned or excessive use, or falsification of reasons for use of sick leave shall be just and sufficient cause for disciplinary action. Abuse or patterned use of sick leave shall include, but not be limited to: consistent use of sick leave before and/or after holidays, vacation days or regular off-days; after pay days; absence following overtime worked; partial days; or a continued pattern of maintaining zero or near-zero sick leave balances.

SECTION 9. Any employee who uses no sick time, and has no attendance violations, as defined by the Employer's AWOL policy, during a rolling six-month period will be permitted to convert five (5) sick days to five (5) vacation days.

Article 39. SICK LEAVE DONATION PROGRAM

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

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

- a) a serious medical condition as defined under the Family Medical Leave Act (FMLA) that would require the Employee to be away from work for more than ten (10) consecutive working days; Employees with intermittent absences (less than 10 consecutive days) do not qualify for leave donation;
- b) exhausted all accrued leave, including sick time, vacation time, compensatory time, and workers compensation benefits;
- c) submitted documentation from a physician verifying the medical condition and duration;
- d) submitted a fully-executed FMLA Dept. of Labor Form WH-380;

- e) given written permission to inform the Employee's fellow bargaining unit members of the need for donated leave.

The maximum amount of donated leave that an Employee may receive is three hundred (300) hours.

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

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

The Sheriff's Department will not solicit leave donations from Employees; the Union and/or bargaining unit members will be responsible for solicitation of donations and completion of the necessary documentation. The donation of sick leave time will occur strictly on a voluntary basis. No Employee can be forced or coerced to donate. Any Employee who feels they are being pressured to donate should contact the Employee Relations Department. The Union and Sheriff's Department representatives will meet one year after the program is implemented to discuss any issues that may exist.

Article 40. PERSONAL TIME

SECTION 1. The Employer will grant the use of up to twenty-four (24) hours of sick leave per calendar year to be used by an Employee as personal time. The Employee must secure approval from the Employer no less than three (3) working days prior to the use of such personal time.

In case of an emergency, the three (3) day notice may be waived by the Employer.

Article 41. VACATION LEAVE

SECTION 1. Each full time permanent employee is eligible for vacation leave. One year of service shall be computed on the basis of twenty- six (26) bi-weekly pay periods. Employees accrue vacation leave based on years of service as stated below. Vacation accrual for eligible employees is pro-rated based on the number of hours

paid in a pay period. 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. Employees in unpaid status do not accrue vacation leave.

SECTION 2. Vacation accrual is computed as follows:

Length of Ohio Public Service	Accrual Rate (Hours earned per 80 hours in active status)	Annual Amount (Hours earned per 2080 hours in active pay status)	Maximum Accrual Balance (Total hours)
Less than 5 years	3.1	80	240
5 years - less than 15 years	4.6	120	360
15 years - less than 21 years	6.2	160	480
21 years or more	7.7	200	600

An individual who is hired by the County and provides proper documentation of prior service is entitled, immediately upon submission of the appropriate documentation, to begin accruing vacation benefits at the rate set forth in this Section that reflects their prior service level. The employee may use such vacation leave after the pay period that it is accrued upon approval from their supervisor (and consistent with the terms of this Agreement regarding scheduling of vacation leave).

SECTION 3. The Employer may 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 unused vacation leave which the Employer does not permit an Employee to carry over or is in excess of three (3) years shall be paid to the Employee at the applicable current rate of pay. Once an employee's vacation balance reaches the maximum accrual allowance, no further vacation leave will accrue until the balance drops below the maximum amount.

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

Article 42. USE OF VACATION LEAVE

SECTION 1. Vacation leave shall be taken only at a time mutually agreed to by the Employer and the Employee.

SECTION 2. The Employer shall grant first priority to vacation leave requests received at least six (6) months, but not more than one (1) year, prior to commencement

of the requested vacation leave period. Such vacation requests shall be granted with preference to Employees with the greatest classification seniority. Vacation leave requests received less than six (6) months prior to the commencement of the requested vacation leave period shall be granted with preference to requests from Employees with the greatest classification seniority.

Requests received more than six (6) months prior to the commencement of the requested vacation leave period shall receive priority over requests received less than six (6) months prior to the commencement of the requested vacation leave period, regardless of seniority.

SECTION 3. Notification of disapproval or tentative approval (e.g., proper seniority pick) will be given to the requesting Employee within two (2) weeks of the submission of the request.

SECTION 4. All other requests for vacation leave shall be made at least fourteen (14) days prior to the commencement of the requested vacation leave period.

SECTION 5. When an Employee requests a vacation leave due to hardship, emergency situations, or unique opportunities, said request shall be granted, if it would not unduly jeopardize the operations of the Employer.

Article 43. ACCRUED TIME RECORDS

The Employer will provide each Employee with a complete bi-weekly accounting of accrued time in all categories in which time may be accrued.

Article 44. INJURY AND ILLNESS LEAVE

SECTION 1. In the event a covered Employee is absent due to a disabling injury incurred on duty during an actual physical interaction with an unruly member of the public or while directly responding to a call for assistance, the Employee shall be carried on the payroll of the Employer for the period of disability, providing the extent of such injury or disability prevents such person from performing those duties as may be assigned and, provided further, such period shall not exceed one hundred twenty (120) calendar days. The injury shall not be the result of negligence, carelessness, or recklessness by the Employee. In order to be eligible, the Employee must submit an employee injury report and a written statement from the attending physician or medical authority which:

- 1) verifies the disability;
- 2) indicates the cause of the injury;
- 3) indicates that the Employee is unable to perform the assigned duties;
- 4) states the Employee's expected date of return to duty.

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

SECTION 2. If an Employee returns to work prior to the expiration of the original one hundred twenty (120) calendar day period and then is disabled at a later date due to the same or similar injury, the same terms and conditions as set forth above, including a written statement from an attending physician or medical authority, shall apply:

- 1) verifying the disability;
- 2) its cause by an earlier injury;
- 3) that the Employee is unable to perform the assigned duties;
- 4) the date when the Employee may resume performing his assigned duties.

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

SECTION 3. Employees are prohibited from engaging in outside employment during the period of time in which the provisions of this article are in effect. Violation of this prohibition shall result in disciplinary action, up to and including removal.

SECTION 4. The Employer reserves the right to have an Employee evaluated at the Employer's expense.

Article 45. FMLA

The Employee shall have the right to administer FMLA Leave to the full extent permitted by Federal Law, including, but not limited to, its coordination with any other leaves and other benefits.

Article 46. MATERNITY LEAVE OF ABSENCE

SECTION 1. Upon request and thirty (30) day notification, or as soon as practicable if circumstances dictate otherwise, any Employee who becomes pregnant shall be granted leave of absence from work for maternity purposes. Each Employee who requests such leave must submit a physician's certificate stating the probable period for which the Employee will be unable to perform her duties. The Employee, at her option, may utilize any or all of her accrued sick leave for maternity purposes. The Employee may also request approval for the Employer to utilize other forms of accrued employment time. After exhaustion of accrued sick leave or other employment time which has been approved by the Employer, the Employee shall be placed on maternity leave of absence without pay for a period of time not to exceed six (6) months, provided the Employee has sufficient service time with the Employer.

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

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

Article 47. PATERNITY LEAVE

Upon request and thirty (30) day notification, or as soon as practicable if circumstances dictate otherwise, an Employee whose wife bears a child shall be granted ten (10) working days off with pay if the Employee so requests. The above-mentioned pay shall be drawn from the Employee's accrued time categories.

Article 48. BEREAVEMENT LEAVE

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

SECTION 1. All Employees covered by this Agreement shall be entitled to receive up to three (3) 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, as defined herein. These three (3) days of bereavement leave shall not be charged to the Employee's sick leave. An additional two (2) days of bereavement leave may be granted by the Employer, which shall be charged against the Employee's accumulated paid sick leave.

SECTION 2. For purposes of this Article, "immediate family" shall include: the Employee's mother, father, spouse, child, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, legal guardian or other person who stands in the place of a parent (loco parentis).

Article 49. 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 commission, board or other legally

constituted body authorized by law to compel the attendance of wherein where the Employee is not a party to the action.

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

Article 50. PERSONAL COURT LEAVES

SECTION 1. An Employee who is appearing before a court of other legally constituted body in a matter to which the Employee is a party shall be granted vacation leave or compensatory time. Any unpaid leave of absence will be approved by the Employer if the Employee has no vacation leave or compensatory time accrued. Such instances would include, but not limited to, criminal or civil matters, traffic court, divorce proceedings, juvenile court as parent or guardian of a juvenile, and tax matters. An Employee shall request the time off for personal court leave no later than seven (7) days before the scheduled appearance.

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

Article 51. EDUCATIONAL LEAVE

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

Article 52. MILITARY LEAVE WITH PAY

SECTION 1. Bargaining unit Employees who are members of the Ohio organized militia, or other Reserve components of the Armed Forces of the United States, are entitled to a leave of absence from their respective duties without loss of pay for such time as they are performing service in the uniformed services for periods not to exceed one month in any 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 (twenty-two eight (8) hour work days).

SECTION 2. Bargaining unit Employees who are called or ordered to the uniformed services for longer than one month shall be compensated in the manner provided in Ohio Revised Code §5923.05.

SECTION 3. A copy of the military orders or notice to report shall be submitted

to the Employer prior to the effective date of orders. Upon returning from military duty, an Employee must provide the Employer with a certificate of performance of duty from the appropriate military official.

Article 53. LEAVE OF ABSENCE WITHOUT PAY

SECTION 1. A leave of absence without pay may be granted to an Employee by the Employer, provided the Employee has completed his probationary period. Such leave is not to exceed six (6) months. Application for such leave shall be made in writing at least fourteen (14) calendar days prior to the beginning of said leave, unless emergency conditions prevent such notice. The application shall state reasons for requesting the leave of absence, any associated documentation, and the date for which the leave is being requested.

SECTION 2. If a leave is not actually being used for the purpose for which it was granted, the Employer may cancel the leave and direct the Employee to report to work by giving written notice to the Employee. Such Employee may also be subject to disciplinary action.

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

SECTION 4. An Employee may return to active pay status prior to the originally scheduled expiration of the leave upon approval of the Employer.

VI. TERMINATION OF EMPLOYMENT

Article 54. TAX DEFERRAL: EMPLOYEE CONTRIBUTION TO P.E.R.S.

The Employees' retirement plan shall be governed by the Ohio Public Employees Retirement System (O.P.E.R.S.). Employee contributions to O.P.E.R.S. will not be included in the Employee's gross taxable income subject to Federal withholding taxes.

Article 55. RETIREMENT/SICK LEAVE CONVERSION

SECTION 1. An Employee may elect, at the time of formal retirement from

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

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

Article 56. TERMINATION & RESIGNATION

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

VII. MISCELLANEOUS

Article 57. REPRODUCTION OF AGREEMENT

SECTION 1. Upon the ratification and signing of the Agreement by both parties, the Employer shall post the contract online via the Department of Law's website.

SECTION 2. All changes of the Agreement and those items mentioned under "Union Rights" shall be provided to the Union on a forthwith basis.

Article 58. SEPARABILITY CLAUSE

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

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

Article 59. EXPIRATION AND RENEWAL

This Agreement is effective upon its execution, subject to approval by the Cuyahoga County Executive and Cuyahoga 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, 2024, at which time this Agreement shall terminate, unless the parties mutually agree in writing to an extension of any or all parts of the Agreement.

FOR THE COUNTY:

FOR THE UNION:

Chris Ronayne, County Executive

Benjamin Strickland, Representative
UAW Region 2-B

Date

Date

David Green
Region 2B Director, UAW

Date

Approved as to legal form:

Wesley Kretch
Assistant Law Director
Cuyahoga County
Department of Law

SIDE LETTER OF AGREEMENT BETWEEN CUYAHOGA COUNTY AND THE
INTERNATIONAL UNION, UNITED AUTOMOBILE, AREOSPACE AND AGRICULTURAL
WORKERS OF AMERICA, REGION 2-B, LOCAL 70("UAW")

Cuyahoga County and the UAW, representing employees in the Cuyahoga County Sheriff's Department, Court Security Officer classification are parties to a Collective Bargaining Agreement ("CBA") for the period of January 1, 2019, through December 31, 2021. As part of the negotiations for a successor CBA, the parties have agreed to modify the vacation accrual schedule in Article 42.

This agreed upon modification to Article 42, Section 2 changes the length of Ohio public service for obtaining a vacation accrual rate of 7.7 hours for every eighty (80) hours in active status from twenty-five (25) years to twenty-one (21) years or more. On November 26, 2022, two Court Security Officers obtained twenty-one years of service with the County and would have started accruing the higher rate of vacation time if the newly agreed upon modification rate had been in place.

Based upon the compelling facts and arguments brought forward by the UAW in this non-precedent setting and isolated circumstance, the Parties agree to retroactive vacation accrual for these two employees, Patrick Gheen and Rose Kresty, and only these two employees starting on the date of November 26, 2022.

Barth Stickland - 3/28/23
UAW

Karen Stuller on behalf of
Chris Ronayne per 50-
2023-0001

FOR THE COUNTY:

Chris Ronayne on behalf of
Chris Ronayne, County Executive
per EO-2023-0001

4/6/23

Date

FOR THE UNION:

Benjamin Stockland
Benjamin Stockland, Representative
UAW Region 2 B

Date

David Green
Region 2B Director, UAW

Date

Rose Kresty
Rose Kresty, Steward

3/23/23

Date

Patrick Gheen
Patrick Gheen, Steward

3-23-2023

Date

Approved as to legal form:

Wesley Kretch
Wesley Kretch
Assistant Law Director
Cuyahoga County
Department of Law