



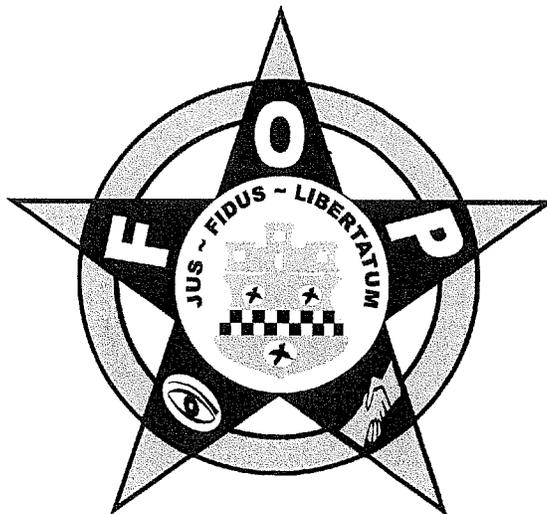
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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

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

AND



CUYAHOGA COUNTY
(SHERIFF'S DEPARTMENT)

(CORRECTIONS SERGEANTS' UNIT)

Effective: January 1, 2012
Expires: December 31, 2014

TABLE OF CONTENTS

<u>ARTICLES</u>		<u>PAGE(S)</u>
• ARTICLE 1	PREAMBLE	1
• ARTICLE 2	PURPOSE OF AGREEMENT	1
• ARTICLE 3	PLEDGE AGAINST DISCRIMINATION	1-2
• ARTICLE 4	EMPLOYER'S MANAGEMENT RIGHTS	2
• ARTICLE 5	UNION RECOGNITION	3
• ARTICLE 6	PROBATIONARY PERIOD	3
• ARTICLE 7	UNION REPRESENTATION	3-4
• ARTICLE 8	DUES CHECK-OFF	4-5
• ARTICLE 9	UNION BUSINESS LEAVE OF ABSENCE	5-6
• ARTICLE 10	NO STRIKE/NO LOCKOUT	6
• ARTICLE 11	BULLETIN BOARD	7
• ARTICLE 12	DISTRIBUTION OF RULES, DIRECTIVES, AND PROCEDURES	7
• ARTICLE 13	LABOR/MANAGEMENT MEETINGS	8
• ARTICLE 14	HOURS OF WORK/OVERTIME	8-9
• ARTICLE 15	COURT TIME/CALL-IN PAY	10
• ARTICLE 16	LONGEVITY	10
• ARTICLE 17	WAGES	10
• ARTICLE 18	HOLIDAYS	11
• ARTICLE 19	UNIFORM ALLOWANCE	11-12
• ARTICLE 20	SENIORITY	12
• ARTICLE 21	HEALTH AND SAFETY	13-15

TABLE OF CONTENTS CONTINUED

<u>ARTICLES</u>		<u>PAGE(S)</u>
• ARTICLE 22	HEALTHCARE/GROUP INSURANCE	15-16
• ARTICLE 23	EVALUATION OF SHERIFF CORRECTIONS SERGEANTS	16
• ARTICLE 24	EMPLOYEE DISCIPLINE	16-17
• ARTICLE 25	GRIEVANCE PROCEDURE	17-20
• ARTICLE 26	PROMOTIONAL EXAMINATIONS	20
• ARTICLE 27	PROMOTION OUT OF THE UNIT	21
• ARTICLE 28	PERSONNEL RECORDS	21
• ARTICLE 29	USE OF PERSONAL VEHICLES/PARKING	22
• ARTICLE 30	OUTSIDE EMPLOYMENT	22-23
• ARTICLE 31	LAYOFF AND RECALL	23-24
• ARTICLE 32	SICK LEAVE	24-26
• ARTICLE 33	SICK LEAVE DONATION	26
• ARTICLE 34	VACATION LEAVE	27
• ARTICLE 35	USE OF VACATION LEAVE	27-28
• ARTICLE 36	ON-DUTY INJURY/ILLNESS LEAVE	28-29
• ARTICLE 37	STRESS LEAVE	29
• ARTICLE 38	BEREAVEMENT LEAVE	29
• ARTICLE 39	COURT LEAVE/JURY DUTY LEAVE	30
• ARTICLE 40	PERSONAL COURT LEAVES	30
• ARTICLE 41	MILITARY LEAVE WITH PAY	31
• ARTICLE 42	EDUCATIONAL LEAVE AND TRAINING	31

TABLE OF CONTENTS CONTINUED

<u>ARTICLES</u>		<u>PAGE(S)</u>
• ARTICLE 43	LEAVE OF ABSENCE WITHOUT PAY	31-32
• ARTICLE 44	PREGNANCY NOTIFICATION & MATERNITY LEAVE	32-33
• ARTICLE 45	RETIREMENT	33
• ARTICLE 46	WAIVER IN CASE OF EMERGENCY	33-34
• ARTICLE 47	CONDITIONS OF AGREEMENT	34
• ARTICLE 48	REPRODUCTION AND DISTRIBUTION OF AGREEMENT	35
• ARTICLE 49	DURATION	36
•	SIGNATURE PAGE	37

ARTICLE 1

PREAMBLE

Section 1.1. This Agreement is between Cuyahoga County further known herein as the "Employer", and the Fraternal Order of Police, Ohio Labor Council, Inc.; herein known as the "Union" representing employees, defined herein as Corrections Sergeants, hereinafter further referred to as Corrections Sergeants and herein known as "Employees" in the Cuyahoga County Sheriff's Office, 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 Office.

ARTICLE 2

PURPOSE OF AGREEMENT

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

ARTICLE 3

PLEDGE AGAINST DISCRIMINATION

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

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

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

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

ARTICLE 4

EMPLOYER'S MANAGEMENT RIGHTS

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

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

ARTICLE 5

UNION RECOGNITION

Section 5.1. The Employer hereby recognizes the Union as the sole collective bargaining agent with respect to wages, hours, terms and other conditions of employment for all full-time Employees.

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

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

ARTICLE 6

PROBATIONARY PERIOD

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

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

ARTICLE 7

UNION REPRESENTATION

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

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

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

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

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

ARTICLE 8

DUES CHECK-OFF

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

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

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

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

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

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

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

ARTICLE 9

UNION BUSINESS LEAVE OF ABSENCE

Section 9.1. Leaves of absences without loss of seniority shall be granted to those stewards or local Union officers involved in grievance matters, arbitration matters, local-regional Union matters, negotiation preparation and meetings. The above-mentioned personnel shall suffer no loss of pay or benefits for their Union Business Leave of Absence. The local Union (Local 70) shall be responsible to forward to the Employer the full cost of all lost time and benefits beyond the reservoir, prior to the closing date of the pay period. A reservoir of twenty-five (25) working day benefits will be paid to any steward(s) or officer(s) who claim time off for those events. The total of twenty-five (25) days is in the aggregate. The benefits paid shall include vacation time.

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

Section 9.3. An Employee who has been selected by the local Union or the International Union to a full-time, permanent position shall be granted a leave to participate in Union activities without pay and without loss of seniority accrued to the date of leave; such

leave shall not exceed two (2) years. Seniority shall accumulate during said leave. The local or International Union shall give notice to the Employer not less than fourteen (14) days prior to the date said leave becomes effective.

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

ARTICLE 10

NO STRIKE/NO LOCKOUT

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

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

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

ARTICLE 11

BULLETIN BOARD

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

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

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

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

ARTICLE 12

DISTRIBUTION OF RULES, DIRECTIVES, AND PROCEDURES

Section 12.1. When the Employer promulgates or amends any rules, directives, or procedures, the same shall be posted by the Employer, and made available to the Employees with their paychecks. Copies of such documents shall be furnished to, and, upon request, discussed with, a representative(s) of the Union.

Section 12.2. The parties recognize that it is the responsibility of the Employer to inform the Employees in advance of any change in departmental policies, procedures, and directives. This notice shall be by posting on the bulletin board, or through electronic means (e.g. email, intranet, or website) to all bargaining unit members. An Employee may request a copy of such policy, procedure, or directive through his/her Union Associate, and/or Steward or through the Human Resources Department.

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

ARTICLE 13

LABOR/MANAGEMENT MEETINGS

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

Section 13.2. The party initiating the meeting will furnish the other party at least five (5) working days in advance of the meeting with a list of the matters to be taken up and the names of the party representatives who will be in attendance. The purpose of such meetings shall be to:

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

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

Section 13.4. Employee representatives who are scheduled to be at work during the time of this meeting shall receive no loss of pay. It is further agreed that any Employee on duty may be required to return to work if an emergency arises during this meeting.

ARTICLE 14

HOURS OF WORK/OVERTIME

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

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

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

Section 14.4. At the Employee's option, these overtime hours may be credited to the Employee as compensatory time at one and one-half (1-1/2) times the normal accrual rate, provided that the total number of hours accrued does not exceed one hundred sixty (160) hours. Compensatory time shall be used within three hundred sixty-five (365) days of accrual. Use of compensatory time must be approved by the Employer and shall not be unreasonably withheld. In the event the Employee is unable to use compensatory time within three hundred sixty-five (365) days of accrual, the Employer shall pay the Employee all monies due in compensatory compensation by December of each year of this agreement.

Section 14.5. The Employer shall not show preferential treatment in the distribution of overtime and shall ensure an equitable distribution of overtime work, and shall be given by order of seniority within the bargaining unit.

Section 14.6. The Employer may schedule employees to work seven (7) shifts within a fourteen (14) day period with the normal workday consisting of twelve (12) hours with three (3) consecutive workdays and four (4) consecutive days off in one week, and four (4) consecutive workdays and three (3) consecutive days of the next week. This does not include specialty units.

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

Section 14.8. Shift and off day assignments shall be assigned pursuant to preference of unit members with priority for selection granted by seniority in the unit. In making off day assignments, the Employer will schedule Employees so that on a day to day basis manpower is relatively equal, but will not bind the Employer to minimum staffing levels.

ARTICLE 15

COURT TIME/CALL-IN PAY

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

ARTICLE 16

LONGEVITY

Section 16.1. Effective January 1, 2012, all Employees who have five (5) years of continuous, uninterrupted service with the Department shall be paid a longevity allowance of three hundred seventy-five dollars (\$375.00). Longevity will be included in the pay for the pay period in which the anniversary date occurs. The Employee shall also be paid the amount of seventy-five dollars (\$75.00) for each year of full continuous service after the initial five (5) years and is to be added to the original amount set for the five (5) year period. The said amounts, previously covered, shall be paid every year until the Employee retires. On the year of retirement, said fees shall be paid but include the full years and prorated months of service or seventy-five dollars (\$75.00) divided by twelve months = x dollars times number of months of service.

ARTICLE 17

WAGES

Section 17.1. Effective January 1, 2012, Correction Sergeants shall receive a two (2%) percent increase to their current hourly rate of pay. Effective January 1, 2013, Corrections Sergeants shall receive a two (2%) percent increase to their January 1, 2012 rate of pay. Effective January 1, 2014, Correction Sergeants shall receive a two (2%) percent increase to their January 1, 2013 rate of pay.

The wage scale shall be as follows:

<u>Rate of Pay</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
CO Sergeants	\$27.25	\$27.80	\$28.36

ARTICLE 18

HOLIDAYS

Section 18.1. The Employer shall observe the following eleven (11) paid holidays:

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

If a holiday falls on a Saturday, it shall be observed on the previous Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday. To be eligible for holiday pay, an Employee must work his full last scheduled shift before the holiday and his full first scheduled shift after the holiday, unless absent because of legitimate illness, that has been previously approved by the Employer or any documented emergency. Employees not scheduled or required to work on a recognized holiday shall be paid their regular scheduled work day at their regular hourly rate for that holiday.

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

ARTICLE 19

UNIFORM ALLOWANCE

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

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

Section 19.3. The Employer shall reimburse the Employee for any loss or damage to the Employee's personal property, including eyeglasses and watches, if said loss or damage occurs while the Employee is acting in the line of duty or engaged in official business of

the Sheriff's Department. Any such loss or damage shall be reported to the Employee's immediate supervisor within five (5) workdays from the date of loss or damage. The amount to be reimbursed in such cases shall be either the replacement cost or the estimated repair cost, whichever is less, as determined by the Employer.

Section 19.4. All Employees of the bargaining unit shall receive a three hundred dollar (\$300.00) uniform allowance per year, distributed on the Employee's anniversary date.

ARTICLE 20

SENIORITY

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

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

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

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

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

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

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

ARTICLE 21

HEALTH AND SAFETY

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

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

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

Section 21.4. It is the responsibility of an Employee to notify his immediate supervisor, in writing, when any unsafe condition exists in the work environment. Such notifications shall be immediately investigated by such supervisor, who shall respond verbally to the Employee concerning the alleged condition. In the event that the supervisor determines that the conditions are safe and the Employee disagrees, the Employee may request a review of the circumstances by the next level supervisor within the chain of command. In the event that a disagreement persists concerning the level of safety in the work environment, the Employee may request a temporary reassignment until his complaint can be further investigated. In the event that a supervisor determines any condition to be unsafe, the supervisor will correct such condition at the earliest possible time and submit a report to the Safety and Sanitation Supervisor concerning all circumstances.

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

Section 21.6. In regard to the identification and handling of inmates with communicable diseases, the Employer assigns, within the classification department, a screening officer to interview newly committed inmates and identify those needing special attention for security reasons, medical problems, psychiatric concerns or social service requests. Supervisory personnel are provided with a listing of inmates so identified and those suspected of exposure to a communicable disease are immediately referred to the jail physician. The appropriate placement and method of treatment are determined by the jail

physician. All Employees have the responsibility to become familiar with the Medical Unit's policies concerning special handling instructions for inmates within this category.

Section 21.7. The Employer shall provide appropriate policies, procedures, and training concerning emergency equipment which is located within the facility. Equipment inventory shall be in compliance with the "Minimum Standards for Jails in Ohio" (Ohio Administrative Code Chapter 5120).

Section 21.8. There shall be meetings between the Administrative Staff and representatives of the Corrections Sergeants' Unit and the Staff Representative to address health and safety issues. These meetings shall be held upon request at a mutually agreed time with representatives of both parties present. The dates of the meetings will not be absolute due to time restraints but shall require forty-eight (48) hour notification prior to cancellation or time change.

Section 21.9. Personal protective clothing and equipment required by the Employer to preserve the health and safety of Employees shall be furnished and maintained by the Employer without cost to Employees. Protective clothing shall be supplied by the Employer to the Employees and shall include disposable gloves, disinfectant, mouthpieces, and jackets.

Section 21.10. Upon written request, an Employee shall be provided with information on communicable diseases to which the Employee may have routine workplace exposure. Information provided to Employees shall include the symptoms of the diseases, modes of transmission, methods of self-protection, proper workplace procedures, special precautions, and recommendations for immunization where appropriate. The Employer recognizes that some Employees who work with individuals infected with the Hepatitis B virus may be at increased risk of acquiring Hepatitis B infection. In accordance with the U.S. Center for Disease Control guidelines, Hepatitis B vaccinations shall be provided upon request of Employees, including those who have direct contact with institutional or former institutional clients, at no cost to the Employee. If an inmate is found to carry a communicable disease, all appropriate precautions shall be taken.

Section 21.11. The Employer agrees to provide physical examinations without cost to Employees when such tests are necessary to determine whether the health of the Employees is being adversely affected by exposure to communicable diseases, harmful physical agents, or toxic materials. The Employer agrees to provide to each Employee the written report of any such medical examination related to occupational exposure. Employees shall be compensated at their regular rate of pay for time utilized in obtaining the physical examination.

Section 21.12. In the event that a supervisor has reasonable suspicion that an Employee is either mentally or physically disabled due to chemical/alcohol intoxication or other cause, the Employee shall not be allowed to work pending further medical, security, or toxicological testing and investigation pursuant to the Employer's "Drug Testing Policy", currently contained in the Policy and Procedures Manual. An Employee subjected to the

provisions of the Policy and Procedures Manual is entitled to union representation. In accordance with that policy, any Employee who reports for duty or works while under the influence of intoxicating drugs or alcohol shall be subject to disciplinary action, including dismissal. If an Employee is mentally or physically disabled because of an adverse reaction to a lawfully prescribed medication, said Employee shall not be allowed to work as scheduled and shall be charged with sick leave for all hours not worked as a result of said disability. Employees shall be placed on administrative leave with pay pending the outcome of the Employer's lab results; said administrative leave shall not be deducted from any Employee's accrued time.

ARTICLE 22

HEALTHCARE/GROUP INSURANCE

Section 22.1. 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 22.2. Effective January 1, 2012, bi-weekly Employee contributions for medical and prescription drug benefits shall be determined as follows:

a) METROHEALTH PLAN

The County shall offer a plan through Metro-Health at no cost to employees.

b) OTHER BENEFIT PLANS

The bi-weekly health insurance contribution rates shall be as follows:

- 1) Effective January 1, 2012: Employer 90% of plan costs; Employee 10% of plan costs;
- 2) Effective January 1, 2013: Employer 90% of plan costs; Employee 10% of plan costs;
- 3) Effective January 1, 2014: Employer 90% of plan costs; Employee 10% of plan costs.

Section 22.3. The costs of the medical and prescription drug plans will be determined through an actuarially certified process that is verified through an outside party and that includes reserves necessary to sustain the plans. In successive plan years, the Employer may add to or delete plans/providers offered and/or Employees may be offered additional plans with reduced or increased benefit levels.

Section 22.4. Effective January 1, 2012, the Employer shall contribute 90% of the costs for the ancillary benefit plans (i.e. vision and dental), and the Employee shall contribute 10% of the cost for ancillary benefit plans.

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

Section 22.6. The Employer may implement or discontinue incentives for employees to participate in Employer-sponsored wellness programs, including, but not limited to, the right to offer the opportunity to reduce employee contributions through participation in wellness programs as determined by the Employer.

Section 22.7. The Employer may offer incentives to encourage use of low cost providers/plans (including HSA plans) which may be discontinued or modified by the Employer in future years with notification to the Union.

Section 22.8. A waiting period of no more than one hundred twenty (120) calendar days may be required before new Employees are eligible to receive health and/or other insurance benefits. During the waiting period, the Employer may require Employees, who desire coverage, to purchase it through a third-party vendor instead of participating in the County plans that are offered to regular full-time Employees. New Employees shall be eligible to participate in the County plans on the first date of the first month following completion of the waiting period.

ARTICLE 23

EVALUATION OF SHERIFF CORRECTIONS SERGEANTS

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

ARTICLE 24

EMPLOYEE DISCIPLINE

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

Section 24.2. The Employer shall provide a pre-disciplinary hearing within five days of notification to the Employee and the Union, for an Employee who was alleged to have violated any departmental rules as defined in the Standard Schedule of Disciplinary Offenses and Penalties for Employees of the CCSO. This hearing shall be conducted by a neutral administrator selected from those administrators not directly in the chain of

command of the Employee. The Employer shall elect the neutral administrator. At the pre-disciplinary hearing, the Employee shall be represented by the Union Staff Representative and shall receive at least forty-eight (48) hours notice prior to the hearing. The Employee or his/her representative shall be afforded the opportunity to offer an explanation of any alleged misconduct. A report of the hearing shall be prepared by the hearing administrator.

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

Section 24.4 If it is determined by the Employer that disciplinary action is warranted, such action will be applied in a fair and uniform manner, and shall take into account the nature of the violation(s), the Employee's record of discipline, and the Employee's record of performance and conduct. The Employer shall not consider any previous non-attendance related disciplinary action rendered against the Employee which occurred more than twenty-four (24) months preceding the current charge if there has been no other discipline imposed during the preceding twenty-four (24) months; however, any discipline consisting of a verbal or written reprimand which occurred more than twelve (12) months preceding the current charge 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, and the Union.

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

Section 24.5. Investigations of bargaining unit members concerning disciplinary, civil or criminal matters shall be conducted by law enforcement supervisors above the rank of Sergeant.

ARTICLE 25

GRIEVANCE PROCEDURE

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

Section 25.2. A grievance may be brought by any Employee covered by this Agreement. If a group of bargaining unit Employees desires to file a grievance involving an incident affecting several Employees in the same manner, one Employee shall be selected by the

group to process the grievance. Each Employee who desires to be included in such grievance shall be required to sign the grievance. The Union may file a grievance on behalf of the entire bargaining unit, or an individual member for any breach of this Agreement, except for breaches relating to employee discipline.

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

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

Section 25.4. The time limitations established in this Article may only be extended by written mutual agreement between the Employer and the Union. "Working days", as used in this Article, shall not include Saturdays, Sundays, or holidays. Failure by the Employer to communicate a decision at any step of the formal grievance process within the specified time limit shall permit the grievance to be advanced to the next step of the process.

Section 25.5. An Employee may elect to have a Union Representative present at any step of the formal grievance process. It is the responsibility of the Employee to notify the Union Rep of each meeting and date and time. No employee who files a grievance shall be subject to reprisal, retaliation or any other negative job consequence.

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

STEP 1.

An Employee having a grievance will first bring that complaint in writing to the attention of the Employee's immediate supervisor (i.e. Associate Warden or Warden) within five (5) working days of the incident giving rise to the grievance. The supervisor shall discuss the grievance with the Employee and a Union steward, if requested in accordance with this Article, within three (3) working days of such written complaint. Within two (2) working days of such discussion, the supervisor shall respond in writing to the Employee with an answer to the complaint. If the Employee is not satisfied with the written response given by the supervisor, the Employee may, within five (5) working days, pursue the grievance to Step 2 of the Procedure. Grievances concerning disciplinary suspensions or discharges must be commenced by reducing them to writing on the appropriate form and submitting them to the Employer in accordance with the procedures

specified in Step 2 below within five (5) working days of the imposition of disciplinary action. Processing of such grievance shall thereafter proceed at Step 2.

STEP 2.

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

STEP 3.

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

STEP 4.

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

Section 25.7. When a timely request for arbitration is submitted, the Union and the County Law Director or his designee shall attempt to select an arbitrator by mutual agreement. If the parties are unable to agree upon an arbitrator, then the Federal Mediation & Conciliation Service (FMCS) shall be requested to submit a panel of seven (7) qualified arbitrators, limited to the FMCS sub-region for Northern Ohio. The Union shall be responsible for the initial cost of the panel. If an arbitrator's panel is not requested by the union within thirty (30) days of the Employer's final response to the grievance at Step 3), the arbitration request will be deemed dropped and the Step 3

answer will be considered final. Each party has the right to request a second panel, one time each, for each grievance advanced to this step. The requesting party will be responsible for the full cost of such panel. Failing to mutually agree upon an arbitrator from the panel, the parties shall strike names alternately, with the Union's right to strike the first name. All decisions reached by the arbitrator shall be final and binding on both parties with the fee and expenses charged by the arbitrator to be borne equally by the losing party, as determined by the arbitrator. Each party shall pay the cost of its own representatives and witnesses, unless the employee is already on duty; then they shall not suffer loss of pay.

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

ARTICLE 26

PROMOTIONAL EXAMINATIONS

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

Section 26.2. The Employer shall appoint from the "rule of three" on the eligibility list, as established as a result of the examination.

Section 26.3. The Employer shall provide the Union with notification of all requests and schedules for promotional examinations at the time that the request or schedule is made. The Employer shall provide a list of applicable references and make available study material used in connection with the examination, where applicable or as determined by the testing entity. Upon receipt by the Employer, the Union shall be provided with a copy of the certified eligibility list generated from the results of the promotional examination.

ARTICLE 27

PROMOTION OUT OF THE UNIT

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

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

ARTICLE 28

PERSONNEL RECORDS

Section 28.1. Employees will be permitted to view the contents of their personnel file with a member of the Human Resources office after first making an appointment to do such with that office. Employees who are on duty during Human Resources' hours of operation must obtain written permission from their immediate supervisor 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 28.2. Employees may receive copies of any documents in their personnel file at the actual cost of reproduction (e.g. materials, equipment and other items incidental to the reproduction process), but not to exceed five (\$0.05) cents per page.

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

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

ARTICLE 29

USE OF PERSONAL VEHICLES /PARKING

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

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

ARTICLE 30

OUTSIDE EMPLOYMENT

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

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

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

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

ARTICLE 31

LAYOFF AND RECALL

Section 31.1. When the Employer determines that a layoff or job abolishment is necessary, the Employer shall notify the affected Employee(s) and the Union at least fourteen (14) days in advance of the effective date of such layoff or job abolishment. If the Union requests, the parties shall meet to discuss the Employer's action. Employees whose jobs are abolished shall have the same rights as a laid-off Employee, in accordance with the provisions of this Article.

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

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

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

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

Employee's responsibility to check these lists for accuracy and request correction of errors in a timely manner. Otherwise, the Employer may rely upon the information in such lists.

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

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

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

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

ARTICLE 32

SICK LEAVE

Section 32.1. Each member of the bargaining unit shall earn sick leave credit at the rate of four and six-tenths (4.6) hours for each eighty (80) hours of completed service. Sick leave credit shall be prorated to the hours of completed service, not to exceed one hundred twenty six (126) hours in one year. Unused sick leave may be carried forward from one calendar year to the next without a maximum.

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

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

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

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

For purposes of this section, definition of "immediate family" shall include: 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 32.4. The Employees shall submit a written and signed statement for the request and justification of sick leave to the Employer within forty eight (48) hours of return to duty.

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

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

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

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

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

ARTICLE 33

SICK LEAVE DONATION

Section 33.1. The intent of the Sick Leave Donation Program is to allow bargaining unit Employees to voluntarily provide assistance to co-workers in the bargaining unit who are in critical need of medical leave due to an extended injury or illness.

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

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

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

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

The Union and Employer representatives will meet one year after the program is implemented to discuss issues that may exist.

ARTICLE 34

VACATION LEAVE

Section 34.1. Each full-time member of the bargaining unit, after service of one (1) year with the Employer, shall have earned, and will be due upon the attainment of the first year of employment, and annually thereafter, eighty (80) hours of vacation leave with full pay. One year of service shall be computed on the basis of twenty-six (26) 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.

Section 34.2. Each full-time member of the bargaining unit with six (6) 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 34.3. 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 34.4. Each full-time member of the bargaining unit with twenty-five (25) 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 34.5. Vacation leave shall be taken by the Employee during the year in which it earned and prior to the next recurrence of the anniversary date of employment. The Employer shall permit an Employee to accumulate and carry over his vacation leave to the following year. No vacation leave shall be carried over for more than three (3) years. Any vacation leave not carried over will be paid on the Employee's anniversary at the applicable rate of pay.

Section 34.6. An Employee is entitled to compensation, at his current rate of pay, for the prorated portion of any earned but unused vacation leave for the current year to his credit at time of termination of employment.

ARTICLE 35

USE OF VACATION LEAVE

Section 35.1. Vacation leave shall be taken only at the time mutually agreed to by the Employer and the Employee. With approval, Employees may use vacation time in one (1) hour increments, if staffing permits. The Employer shall approve or deny a request within two (2) weeks. Once annually, an Employee can combine any unused vacation

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

ARTICLE 36

ON-DUTY INJURY/ILLNESS LEAVE

Section 36.1. In the event an Employee is absent due to a disabling injury incurred on duty during an actual physical interaction with an inmate or while directly responding to a call for assistance, the Employee shall be carried on the payroll of the Employer for the period of disability, providing the extent of such injury or disability prevents such person from performing those duties as may be assigned 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 36.2. If an employee returns to work prior to the expiration of the original one hundred twenty (120) calendar period and then is disabled at a later date due to the same or similar injury, the same terms and conditions as set forth above, including a written statement from an attending physician or medical authority, shall apply.

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

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

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

ARTICLE 37

STRESS LEAVE

Section 37.1. When an Employee is involved in an on-duty critical incident (i.e. inmate death, suicide, hostage situation, and attempted suicide) resulting in serious physical injury to the inmate or death to the inmate or the Employee's co worker, the Employee may request stress leave. The highest ranking authority on duty in the Correction Center will immediately review the circumstances and decide whether the Employee is relieved of duty, with no loss of pay, for the remainder of the shift. Stress leave may be approved up to a maximum of five (5) days, which will not be charged against any accrued time category.

Section 37.2. Employees authorized to use stress leave shall utilize the services of a mental health professional or employee assistance program, e.g. Ease@Work or other Employer-approved entity, which entity shall only confirm the Employee's attendance. All other information between the Employee and the mental health professional or employee assistance program entity shall remain confidential.

ARTICLE 38

BEREAVEMENT LEAVE

Section 38.1. 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. These three (3) days of bereavement leave shall not be chargeable to the Employee's sick leave. Upon the Employee's request, 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 38.2. For purposes of this Article, definition of "immediate family" shall include: the Employee's mother, father, spouse, child, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, legal guardian or other person who stands in the place of a parent (loco parentis).

ARTICLE 39

COURT LEAVE/JURY DUTY LEAVE

Section 39.1. The Employer shall grant court leave with pay and without any loss of benefits to any Employee who is:

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

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

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

ARTICLE 40

PERSONAL COURT LEAVES

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

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

ARTICLE 41

MILITARY LEAVE WITH PAY

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

ARTICLE 42

EDUCATIONAL LEAVE AND TRAINING

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

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

ARTICLE 43

LEAVES OF ABSENCE WITHOUT PAY

Section 43.1. At the sole discretion of the Employer, a leave of absence without pay may be granted to an Employee by the Employer, provided the Employee has completed his probationary period. Such leave is not to exceed six (6) months. Applications for such leave shall be made in writing at least fourteen (14) calendar days prior to the beginning of said leave unless emergency conditions prevent such notice. The application shall state reason(s) for requesting the leave of absence, any associated documentation, and the days for which the leave is being requested.

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

Section 43.3. An Employee who fails to return to duty upon completion or cancellation of a leave of absence without pay, without written explanation which has been approved by the Employer, may be subject to disciplinary action. An Employee who fails to return

to service from a leave of absence without pay, and is subsequently removed from service, is deemed to have a termination date corresponding to the starting date of the leave of absence. An Employee who desires to request an extension of a prior approved leave of absence shall personally appear, when feasible, at the Human Resources Department no later than seven (7) calendar days prior to the expiration of the leave and submit a written application for extension of leave. The application is subject to review and approval by the Employer.

Section 43.4. An Employee may be returned to active pay status prior to the originally scheduled expiration of the leave if such earlier return is agreed to by the Employer.

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

ARTICLE 44

PREGNANCY NOTIFICATION & MATERNITY LEAVE

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

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

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

Section 44.4. Upon request and thirty (30) day notification, or as soon as practicable if circumstances dictate otherwise, a pregnant Employee shall be granted leave of absence

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

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

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

ARTICLE 45

RETIREMENT

Section 45.1. Employees shall receive the retirement plan governed by the Public Employees Retirement System (PERS) as is currently in effect and amended hereafter. The Employer shall continue the current salary reduction plan pursuant to PERS rules and Section 401(A) and 501(A) of the Internal Revenue Code, which provides for public employee pension plans to receive tax deferred status.

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

Years of Service

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

ARTICLE 46

WAIVER IN CASE OF EMERGENCY

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

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

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

ARTICLE 47

CONDITIONS OF AGREEMENT

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

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

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

ARTICLE 48

REPRODUCTION AND DISTRIBUTION OF AGREEMENT

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

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

Section 48.3. Copies of this Agreement shall be distributed to the Employees within sixty (60) days after all parties have executed this Agreement.

ARTICLE 49

DURATION

Section 49.1. This Agreement shall be effective as of January 1, 2012 and shall remain in full force and effect until December 31, 2014.

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

Section 49.3. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the FOP/OLC and all prior agreements, either oral or written, are hereby canceled. Therefore, the Employer and the FOP/OLC each voluntarily and unequivocally waive the right and each agrees that the other shall not be obligated to bargain collectively on any subject matter for the life of this Agreement, unless specifically addressed within the provisions of the current Agreement.

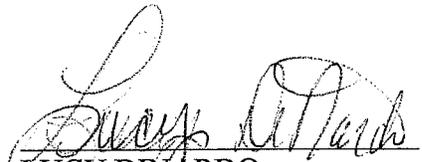
SIGNATURE PAGE

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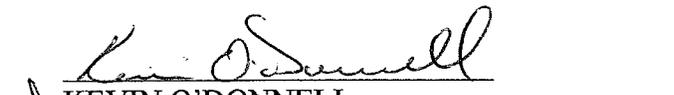
FOR CUYAHOGA COUNTY:

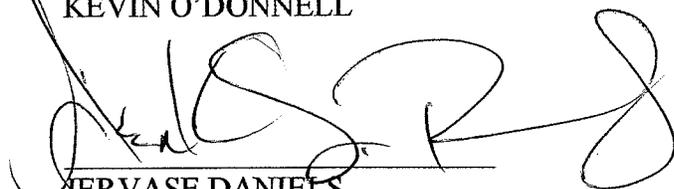

EDWARD FITZGERALD
Cuyahoga County Executive

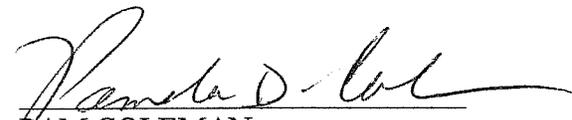
FOR THE UNION:


LUCY DINARDO
FOP/OLC Staff Representative


RUSS JAENKE


KEVIN O'DONNELL


JERVASE DANIELS


PAM COLEMAN

DATED: 4.23.12

DATED: 4-23-2012

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.,
EMPLOYEE ORGANIZATION,

and,

CUYAHOGA COUNTY SHERIFF,
EMPLOYER.

}
} Case No(s): 11-MED-04-0635
} (Correction Sergeants)
}
}
}
}
}
}

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files a copy of the Collective Bargaining Agreement executed between the parties in the above captioned case(s).

Respectfully Submitted,



Tara M. Crawford
Paralegal
F.O.P., O.L.C.I.
222 East Town Street
Columbus, Ohio 43215
614-224-5700

cc: Mr. Christopher Russ
cruss@cuyahogacounty.us