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**CORRECTION OFFICER CORPORALS'  
C O N T R A C T**

**C U Y A H O G A   C O U N T Y**

**&**

**U A W   R E G I O N   2-B, LOCAL 70**

**Effective through 12/31/14**

# CORRECTION OFFICER CORPORALS' CONTRACT

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# **I. INTRODUCTORY**

## **Article 1: PREAMBLE**

This Agreement is entered into by and between Cuyahoga County, herein further known as "the County" or the "Employer", and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW Region 2-B, Local 70, herein further known as the "Union" representing Employees, defined herein as Corrections Officer Corporals and hereafter known as "Employees" in the Cuyahoga County Sheriff's Department located at 1215 West 3<sup>rd</sup> St., Cleveland, Ohio 44113, or any other location that is used in the normal use of everyday business conducted by the Cuyahoga County Sheriff's Department.

## **Article 2: PURPOSE OF AGREEMENT**

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

## **Article 3: HEADINGS**

It is understood and agreed that the use of headings before Articles is for convenience only and that no heading shall be used in the interpretation of said Article nor affect any interpretation of any such Article.

## **Article 4: PLEDGE AGAINST DISCRIMINATION**

**SECTION 1.** The provisions of this Agreement shall be applied equally to all Employees in the bargaining unit without discrimination on the basis of race, color, religion, sex, national origin, sexual orientation, disability, age, ancestry, marital status or political opinions or affiliations. Both parties equally share the responsibility for applying this provision of the Agreement.

## **Article 5: MANAGEMENT RIGHTS**

**SECTION 1.** Unless the Employer agrees otherwise in this Agreement, nothing impairs the right and responsibility of the Employer:

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

Further, this Article does not limit the rights of the Employer under Ohio Revised Code Section 4117.08.

## **II. UNION-RELATED**

### **Article 6: CORRECTIONS OFFICER CORPORAL UNIT**

**SECTION 1.** The Employer recognizes the position of Correction Officer Corporal as a supervisory level within the organizational structure of the Corrections Division. Those bargaining unit members currently with the title of Correction Officer Corporal not excluded from the unit by the S.E.R.B. ruling (dated September 23, 1985) will be governed by this Agreement.

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## **Article 7: 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 Corrections Corporals as described by and certified by the State Employment Relations Board (SERB) in Case Nos. 2010-REP-09-0150, dated February 28, 2011, and 2011-REP-10-0106, dated December 15, 2011, but excluding: All other employees.

**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 Corrections Corporals not excluded in Section 1 above, and cannot be changed by either individual Employees or the Employer.

## **Article 8: 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 180-day probationary period other than for leave of absence of that Employee during those 180 days. The Union may represent a probationary Employee, but neither the Union nor the probationary Employee may grieve any discipline or demotion imposed during the probationary period.

## **Article 9: UNION REPRESENTATION**

**SECTION 1.** The Union shall be represented by no more than six (6) stewards, one (1) of whom will be the Chief Steward. All stewards shall be elected by members of the bargaining unit. The Union may elect alternates who may serve in the absence of the stewards.

**SECTION 2.** The Chief Steward shall supply the Employer's designee with a current written list of the names of the stewards that represent this unit on the effective date of this Agreement and any time thereafter that change occurs. The Employer shall not be required to recognize an individual as a union steward until such time as written notification of his election to that position is given to the Employer.

**SECTION 3.** The Employer agrees that an International Union representative shall be permitted to meet for a reasonable period with the Union stewards about Union business 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 such visits should be given to the Employer's designee, the Director of Corrections or Warden.

**SECTION 4.** A steward shall be permitted to investigate and process a grievance within his location and attend meetings, as provided in the "Grievance Procedure", during the steward's working hours without loss of regular, straight time wage, provided that such activity shall take into consideration the Employer's operational needs and work requirements. All stewards investigating or processing a grievance shall first notify their immediate supervisor prior to beginning any such activity. Stewards shall not interfere with or disrupt the normal duties of Employees without first notifying and receiving permission from the appropriate area supervisor. The steward shall cease any activity immediately upon request of the area supervisor if the activity interferes with the normal duties of the Employees.

**SECTION 5.** The Chief Steward of this unit shall be assigned to work the shift which most closely corresponds to the normal business hours of the Sheriff's Department.

#### **Article 10: UNION SECURITY/CHECK-OFF OF MEMBERSHIP DUES**

**SECTION 1.** All Employees shall either become a member of the Union or be required to pay a Fair Share Fee to the Union. Employees may resign from the Union during a thirty (30) day period on each yearly anniversary date of union membership of that Employee. Notice of resignation must be in writing and presented to the Chief Steward and the Employer during this thirty (30) day period. The payment of dues and assessments uniformly required of the entire membership shall be the only required condition of employment.

**SECTION 2.** An Employee who becomes a member of this unit shall either become a member of the Union or be required to pay a Fair Share Fee to the Union on or after a mutually-agreed probationary period or sixty (60) days following the beginning of employment, whichever is less. Employees who become members of the Union or pay a Fair Share Fee shall not pay more than the dues paid by members of the Union, in accordance with the terms of Ohio Revised Code Section 4117.09(C).

**SECTION 3.** The Union agrees to accept all present Employees in the bargaining unit into membership, provided they make proper and timely application and tender to the Union the uniform initiation fee, periodic dues and reasonable assessments.

**SECTION 4.** In the case of Employees rehired or returning to work after a layoff or leave of absence, or transferred back into the bargaining unit, who previously have properly executed authorization for check-off of dues forms, deductions will be made for initiation fees, membership dues and reasonable assessments.

**SECTION 5.** Where the Employee or the UAW has delivered to the Employer proper legal, voluntary authorization for such deductions, the Employer will deduct from the pay of each Employee during the life of this Agreement, all Union initiation fees, reasonable assessments and monthly dues. 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 20<sup>th</sup> day of each month. Any member shall have authorized deductions 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.

**SECTION 6.** The Union shall assume full and complete responsibility for the disposition of all check-off monies received and shall save the Employer harmless therefrom. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article.

**SECTION 7.** The deduction of a Fair Share Fee by the Employer from the payroll check of the Employee and its payment to the Union is automatic and does not require the written authorization of the Employee.

### **Article 11: UNION RIGHTS**

**SECTION 1.** The Employer shall furnish the Union with all policy and procedure directives, 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 given the opportunity to speak about Union business to newly-promoted Corporals.

### **Article 12: 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 (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 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 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/she 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 13: BULLETIN BOARD**

**SECTION 1.** The Employer shall provide space for a glass-enclosed bulletin board in the Corrections Center Roll Call Room. Any glass-enclosed bulletin board is to be provided by the Union, at the Union's expense, including any and all maintenance. The bulletin board shall be approximately four (4) feet by three (3) feet in size and shall be placed in an open, non-enclosed area. Stewards shall have the sole key for access 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 Employer's 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 Employer's designee 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 Section 2 above must receive prior approval of the Employer's designee, who has the right to order the stewards to remove any notice not receiving prior approval required herein, and the stewards shall immediately remove such notice.

## **III. WAGES and BENEFITS**

### **Article 14. WAGES**

**SECTION 1:** Retroactive to January 1, 2012, there shall be a one percent (1.0%) increase; the new hourly rate shall be \$25.19.

**SECTION 2:** Effective January 1, 2013, there shall be a two percent (2.0%) increase; the new hourly rate shall be \$25.69.

**SECTION 3:** Effective January 1, 2014, there shall be a two percent (2.0%) increase; the new hourly rate shall be \$26.20.

## **Article 15: PAYROLL ADJUSTMENTS**

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

**SECTION 2.** 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 as soon as reasonably possible.

## **Article 16: LONGEVITY**

**SECTION 1.** On their anniversary date of hire, Employees in the bargaining unit shall receive an annual payment, representing a longevity stipend for their years of service with the Sheriff's Office, in accordance with the following:

- 1) After five (5) years of continuous service, a longevity payment of one hundred twenty-five dollars (\$125.00) per year;
- 2) After each additional year of service beyond five (5) years, an additional seventy-five dollars (\$75.00) shall be paid per year until a maximum of one thousand six hundred twenty-five dollars (\$1,625.00) is reached.

**SECTION 2.** Once reached, the one thousand six hundred twenty-five dollar (\$1,625.00) maximum will be given to each bargaining unit member for the duration of that Employee's active full-time employment with the Sheriff's Department.

## **Article 17: UNIFORM ALLOWANCE**

**SECTION 1.** All Employees shall be in complete uniform whenever on duty, pursuant to the Uniformed Corrections Officer Uniform/Appearance Policy, attached hereto and incorporated by reference as Exhibit "A".

**SECTION 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 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 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 18: 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, including supplemental benefits (e.g. life insurance, dental and vision plans) 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.** 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 MetroHealth at no cost to employees.

#### **b) OTHER BENEFIT PLANS**

The biweekly health insurance contribution rates shall be as follows:

- 1) Effective upon approval of this Agreement, the current premium cost-sharing provision shall continue: Employer 95% of plan costs; Employee 5% plan costs;
- 2) Effective January 1, 2013: Employer 90% of plan costs; Employee 10% of plan costs; and
- 3) Effective January 1, 2014: Employer 90% of plan costs; Employee 10% 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.** Effective January 1, 2013 and for the duration of this Agreement, 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 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 6.** The Employer may implement or discontinue incentives for employees to participate in Employer-sponsored wellness programs, including, but not limited to, the right to offer the opportunity to reduce employee contributions through participation in wellness programs as determined by the Employer.

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

**SECTION 8.** A waiting period of no more than 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 19: PERSONAL LIABILITY INSURANCE**

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

#### **Article 20: HOLIDAYS**

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

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

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

**SECTION 2.** Subject to the staffing needs of the Employer, a senior consenting Employee may elect not to work on a recognized holiday. An Employee not required to work on a recognized holiday shall be paid their regular scheduled work day 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.

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**SECTION 3.** To be eligible for holiday pay, an Employee must work his/her last scheduled day before the holiday and first scheduled day after the holiday, unless the absence has been previously approved by the Employer or due to any documented emergency. For purposes of this article, a vacation or compensatory time day is not a scheduled workday. Employees working in seven (7) day operations who are scheduled to work a holiday must work it to be entitled to holiday pay.

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

## **IV. TERMS & CONDITIONS OF EMPLOYMENT**

### **Article 21: BARGAINING UNIT WORK**

**SECTION 1.** Supervisory Employees shall only perform bargaining unit work under the following circumstances:

- a) In cases of emergency;
- b) When necessary to provide break or lunch relief;
- c) To instruct or train Employees;
- d) To allow the release of Employees for union or other approved activities;
- e) To provide coverage for no-shows;
- f) When the job classification provides that the supervisor does, as part of his job, some of the same duties as bargaining unit Employees;

**SECTION 2.** Except in emergency circumstances, overtime opportunities for work normally done by bargaining unit Employees shall first be offered to those unit Employees before it may be offered to non-bargaining unit Employees.

### **Article 22: ASSUMPTION OF RANK**

**SECTION 1.** At no time shall a unit member be required to assume the duties of a sergeant or shift supervisor unless said action is precipitated by an unanticipated emergency or illness. The consenting senior unit shift member shall be assigned the duties of shift supervisor or shift sergeant when an assignment is necessary and the member so assigned shall be paid at the rate of the higher ranking position to which he is assigned for all hours actually worked in that assignment. The least senior on-shift person may not refuse such assignment.

## **Article 23: HOURS OF WORK**

**SECTION 1.** The Employer will schedule employees to work seven (7) shifts within a fourteen (14) day period with the normal workday consisting of twelve (12) hours and fifteen (15) minutes, with three (3) consecutive workdays and four (4) consecutive days off in one week, and four (4) consecutive workdays and three (3) consecutive days off the next week.

**SECTION 2.** Modifications or adjustments to a work schedule which may have a significant effect on bargaining unit Employees shall be discussed with the Union prior to any such change. A minimum advance notice to the Employees of a work schedule change shall be thirty (30) days.

**SECTION 3.** Two fifteen (15) minute breaks will be provided to each Employee during a normal workday. One break will occur approximately midway between the start of duty and the meal break, and the other midway between the meal break and the end of duty.

**SECTION 4.** Corporal Unit members shall continue to receive a one-half hour lunch approximately midway between shift start and stop times. This time will be considered compensable time. Employees will be required to punch in and out for lunch and permitted to leave the premises.

## **Article 24: OVERTIME**

**SECTION 1.** An Employee required to work more than forty (40) hours in any workweek shall be compensated at one and one-half (1-1/2) times his regular rate of pay or, at his option, receive compensatory time credited at one and one-half (1-1/2) hours for each overtime hour worked. Compensated sick time, holidays, vacation or compensatory time shall be considered time worked. Employees called into work or court on a scheduled day off shall be compensated at the rate of one and one-half (1-1/2) times his regular rate of pay.

## **Article 25: ROLL-CALL COMPENSATION**

**SECTION 1.** Employees assigned to Roll Call activities, shift transition, or any pre-shift or post-shift job responsibilities shall be compensated for such activities at premium pay, pursuant to the "Overtime" and "Hours of Work" provisions of this Agreement. Employees, at their option, may be credited with such hours pursuant to the "Compensatory Time" provision of this Agreement.

**SECTION 2.** Roll Call, shift transition, or other pre- or post-shift assignments shall be scheduled for all bargaining unit members for a minimum of fifteen (15) minutes daily.

## **Article 26: COMPENSATORY TIME**

**SECTION 1.** Compensatory time may be accumulated up to the maximum permitted under the Fair Labor Standards Act as amended.

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

At the end of the 13<sup>th</sup> and 26<sup>th</sup> pay periods, compensatory time (accumulated more than one hundred eighty (180) days prior to said pay period) which has not been used by the Employee will not be subject to loss, but will be paid to the Employee by the Employer.

## **Article 27: SENIORITY**

**SECTION 1.** Seniority for purposes of this Agreement shall be defined as an Employee's uninterrupted length of continuous service to rank and shall be calculated from the Employee's initial date of promotion. In cases where the initial date of promotion for the affected Employees is the same, the initial date of hire as a Corrections Officer shall be used.

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

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

- a) resigns or retires;
- b) is discharged for just cause;
- c) fails to return to work within ten (10) calendar days after the initial date of receipt of certified mailing of a recall notice after layoff.

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

## **Article 28: TRAINING**

**SECTION 1.** The Employer shall develop written policies and procedures for the training of Employees which is in full compliance with the prevailing minimum jail standards for Ohio. Such training shall also comply with any prevailing and applicable federal and state court standards, rules, orders, and directives. The Employer may develop training curriculum which is not required as specified above, but which is considered important to maximize the safety and security of the Correction Center facility.

All Employees shall be trained in the use of pepper spray, PR-24, cell extraction, and use of protective equipment available for the subduing of any inmate. Exposure to such training shall not be solely used to evaluate an Employee's continued ability to remain a corporal.

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

**SECTION 3.** All staff training shall be conducted during the Employee's normal working hours. In the event that such training cannot be held during the Employee's normal working hours, and it becomes necessary to reschedule that Employee's work hours, said rescheduling shall not result in double shifts for unit members nor shall the Employee suffer a loss in pay from such action or be required to use accrued time (holiday, vacation, or compensatory) to avoid a loss of pay due to the rescheduling. If an Employee's hours are to be changed for training purposes, that Employee shall be notified at the earliest possible time; in no case shall the notice be less than one (1) week prior to the start of said training.

**SECTION 4.** A copy of the written policy required by Section 1 of this Article shall be provided to the Union no later than thirty (30) days following the execution of this Agreement. Any revisions to the policy shall be provided to the Union prior to implementation.

## **Article 29: 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.

**SECTION 2.** Copies of applicable post orders shall be furnished to all Employees who are assigned to post positions. Copies of all post orders shall be available in the offices of the Director of Corrections, Warden, Associate Warden, shift supervisors, control rooms, and on said posts.

### **Article 30: SHIFT AND DAYS OFF ASSIGNMENT**

**SECTION 1.** 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.

**SECTION 2.** Employees on twelve (12) hour shifts will be assigned to either Sunday, Monday, Tuesday and every other Wednesday off, or Thursday, Friday, Saturday, and every other Wednesday off.

### **Article 31: NEW POSTS/JOB ASSIGNMENTS**

**SECTION 1.** In the event that a work assignment or new post is available for staffing by a Corporal, the Employer will accept for consideration any applications for that assignment or post from any Corporal.

**SECTION 2.** The determination of the Employee chosen will be based on seniority and the ability to do the job.

### **Article 32: PLACEMENT OF THE DISABLED**

The Employer has the sole discretion to require an employee on a duty-related temporary disability to report for "light duty" or an alternative work assignment.

Any injury or recurrence of any injury after the execution of this Agreement must be duty-related in order to qualify under this provision.

### **Article 33: CIVILIAN EMPLOYEES**

**SECTION 1.** Corporals will not be required to answer door alarms occurring outside of the jail proper. "Jail proper" shall be defined as a secured area within the structure of the jail towers wherein inmates are maintained or escorted without mechanical restraining devices by an unarmed Corrections Officer and where access to it is expressly controlled electronically or through mechanical means by an unarmed Corrections Officer on a twenty-four (24) hour a day basis, three hundred sixty-five (365) days a year.

**SECTION 2.** At no time will a Corporal be required to escort, monitor, pursue or search for inmates or others outside of the jail area as described in Section 1. It is the general procedure to escort and monitor inmates outside of the jail confines by armed deputies. In an extreme emergency, a Corporal may be directed to escort an inmate outside the jail. A PR-24 and night stick shall be placed in the locked box on the 11<sup>th</sup> floor for access by roof detail. The purpose of this section is to preserve the safety of the Corporal.

## **Article 34: PROMOTION**

**SECTION 1.** The promotion of Corrections Officers into this unit or Corporals out of this unit shall continue to be done in accordance with applicable Civil Service laws and regulations, unless otherwise superseded by procedures established by the Cuyahoga County Human Resources Commission, which shall be communicated to the Union.

**SECTION 2.** The Employer shall notify the Chief Steward of this unit of those Employees who are promoted out of the bargaining unit, promoted into the bargaining unit, or returned to the bargaining unit. This notice shall include date of leaving or return, seniority date, and position to which the Employee has been promoted or returned. The Chief Steward, or his designee, shall receive a notice of the request of a promotional exam.

**SECTION 3.** Any Employee promoted to a position outside of the bargaining unit who is later deprived of that position shall be returned to regular work within the bargaining unit with his name immediately restored to the bargaining unit seniority list with all seniority held at the time of promotion, but not accumulated. An Employee restored back into the bargaining unit will be assigned duties to which seniority would entitles him. If seniority will not carry, the Employee shall be placed in accordance with the layoff and recall procedure of this Agreement.

**SECTION 4.** Employees promoted into the Corporals' Unit will be required to successfully pass a drug/alcohol screen.

## **Article 35: HEALTH AND SAFETY**

**SECTION 1.** This article is intended to define a health and safety policy in an effort to maximize a secure working environment for all Employees. The Employer and the Union recognize their shared responsibility concerning the development and maintenance of safe conditions of employment.

**SECTION 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 3.** The Employer agrees to maintain sanitary, safe and healthful conditions in accordance with federal, state and local laws, standards and regulations. The Union agrees that the Employees shall cooperate in maintaining all such conditions.

**SECTION 4.** It is the responsibility of an Employee to notify his/her 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/her 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 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 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 Department's policies concerning special handling instructions for inmates within this category.

**SECTION 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 8.** There shall be meetings between the Administrative Staff and representatives of the supervisory Corporal Unit 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 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 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 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 12.** In the event that a supervisor has reasonable suspicion that an Employee is either mentally or physically disabled due to the use of illegal drugs, 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". Further, an Employee involved in a vehicular accident, as defined in the County Policies and Procedures Manual, may also be subject to post-accident alcohol and/or drug testing in accordance with that policy. An Employee required to submit to testing is entitled to union representation.

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. If the test results are negative, the Employee shall be returned to work on his/her regular shift. If the test results are positive, the Employee shall be subject to disciplinary action, up to and including removal.

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.

#### **Article 36: FACIAL HAIR**

**SECTION 1.** There shall be no restrictions upon the privilege of a unit member relative to facial hair or sideburns other than a requirement that said facial hair or sideburns be neatly trimmed.

#### **Article 37: INVESTIGATION**

An internal security investigation may not deny the unit member due process of law such as warnings and notice of the charges against him. The Employee may be represented by the Union only. However, where such investigation contemplates criminal charges, the Employee may be represented by an attorney.

### **Article 38: JAIL SECURITY INCIDENTS**

**SECTION 1.** A unit member involved in an incident with an inmate(s) shall be removed from the area immediately, or as soon as security considerations permit, after the incident has been brought under control.

**SECTION 2.** The purpose of this provision is to enable the Employee to prepare a report of the incident.

**SECTION 3.** If the incident is of a physical nature (fights, escape attempts, or restraint of any type) the Employee will be relieved for the time required to prepare a properly detailed report, but not less than one (1) hour.

### **Article 39: USE OF SHERIFF'S VEHICLES**

**SECTION 1.** A Corporal may be assigned to drive a Sheriff's Department marked vehicle only in the event of an emergency condition arising from Correction Center operations and in the absence of a Deputy Sheriff, provided that Corporal has a valid driver's license.

### **Article 40: NON-USE OF EMPLOYEE VEHICLE**

**SECTION 1.** The Employer shall not anticipate nor direct the Employee to use the Employee's vehicle for any working purpose whatsoever.

### **Article 41: PARKING**

**SECTION 1.** The Department shall continue the present parking arrangement in the Sheriff's garage, P2 Level in its current form as it is presently administered for all unit members.

### **Article 42: EMPLOYEE EVALUATIONS**

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

**SECTION 2.** All completed evaluations shall be maintained by the Human Resources Department and shall be made available for review by the Employee upon request. An Employee may submit a written response to the evaluation which shall be maintained in the Employee's 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 time period involved.

#### **Article 43: PERSONNEL RECORDS**

**SECTION 1.** Members of this bargaining unit 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.

**SECTION 2.** Any material that the Employee finds questionable or objectionable in his personnel file may be addressed through the established grievance procedure in this Agreement.

#### **Article 44: EMPLOYEE DISCIPLINE**

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

**SECTION 2.** The Employer shall provide a pre-disciplinary hearing for an Employee who was alleged to have violated any departmental rule(s) (excluding paid, or "working", suspensions) as defined in the Standard Schedule of Disciplinary Offenses and Penalties for Employees of the Cuyahoga County Sheriff's Department. This hearing shall be conducted by a neutral administrator selected by the Employer who is not directly in the chain of command of the Employee. At the pre-disciplinary hearing, the Employee shall have the right to be represented by the Union. The Employee shall be afforded the opportunity to offer an explanation of any alleged misconduct. Only the neutral administrator is authorized to tape record a pre-disciplinary hearing. If the neutral administrator elects to tape record the hearing, a copy of the tape recording will be provided to the Union upon written request and at Union expense. A report of said hearing shall be prepared by the neutral administrator. The Employer shall determine what discipline, if any, is appropriate.

Prior to the pre-disciplinary hearing, the Employer will provide the Employee and the Union with a written notice of the basis for the discipline, including the specifics of the alleged violation, copies of the documents and list of witnesses known at the time who may be used to support the charges.

**SECTION 3.** For the purpose of determining the severity of discipline being imposed, the Employer shall not take into account any previous disciplinary action rendered against the Employee which occurred more than thirty-six (36) months preceding the date of offense in the current charge. Copies of any disciplinary action rendered shall be given to the Employee and to the Chief Union Steward. An Employee may appeal any disciplinary action rendered through the grievance procedure, beginning at Step 3 thereof, by filing a written grievance with the Employer's designee within five (5) working days from the date of imposition of the disciplinary action.

## **Article 45: GRIEVANCE PROCEDURE**

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

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

**SECTION 3.** A grievance may be brought by any Employee covered by this Agreement. If a group of bargaining unit Employees desires to file a grievance involving an incident affecting several Employees in the same manner, one Employee shall be selected by the group to process the grievance. A steward shall have the right to file a grievance on behalf of all bargaining unit members. In the event multiple grievances are filed on an identical issue, the Employer, upon notification to the Union, shall consolidate the multiple grievances under one name and grievance number.

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

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

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

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

**STEP 1.**

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

**STEP 2.**

The Sheriff's administrative designee shall forward the Employee grievance to an appropriate intermediate manager. The intermediate manager shall schedule a formal meeting to be held within five (5) working days of the receipt of the grievance between himself, the aggrieved Employee and the Union. Prior to this meeting taking place, the intermediate manager shall make an investigation of all allegations contained in this grievance. Within three (3) working days of the above meeting, the intermediate manager shall provide the aggrieved Employee and the Union with a written response to the grievance. If the grievance is not resolved at Step 2, it may be appealed to Step 3 within five (5) working days.

**STEP 3.**

Upon receipt of a written grievance which has been processed through both Step 1 and Step 2 of this procedure, the Sheriff or other Employer representative (other than the administrative designee) shall schedule a formal meeting within seven (7) working days between the aggrieved Employee, the Union Representative, a union steward and the Sheriff or other Employer representative. Prior to this meeting taking place, the Sheriff or the representative shall investigate the allegation(s) contained in the grievance. The Sheriff or the representative shall provide the aggrieved Employee and the Union Representative with a written response to the grievance within ten (10) working days after the above meeting.

#### **STEP 4.**

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

**SECTION 8.** Within this thirty (30) day period, the parties will meet to attempt to mutually agree upon an arbitrator selected from the permanent panel created by this procedure. If such agreement is not reached, the panel members names will be alternately stricken (Employer striking first) until one name remains, who shall be designated by the parties to hear the matter.

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 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 hearing(s) shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association. The fees and expenses of 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.

There is hereby created the following permanent panel of arbitrators to be used for the selection of arbitrators pursuant to this Arbitration Procedure:

- (1) Jonathan Klein
- (2) James Mancini, Esq.
- (3) Nels Nelson
- (4) Thomas Nowel
- (5) Robert Stein

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 his rights as provided by the grievance and arbitration procedures contained herein.

## **Article 46: PART-TIME EMPLOYMENT**

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

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

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

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

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

## **Article 47: 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 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 twelve (12) months. If there is a recall, Employees who are still on the recall list shall be recalled in the inverse order of their layoff. Seniority will terminate after twelve (12) continuous months of layoff. Seniority will accrue during those twelve (12) months, however.

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

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

## **V. LEAVES**

### **Article 48: FAMILY AND MEDICAL LEAVE (F.M.L.A.)**

**SECTION 1.** The Employer 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 49: SICK LEAVE**

**SECTION 1.** All Employees shall accrue sick leave credit at the rate of four and six-tenths (4.6) hours for each eighty 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.** Employees who are unable to report for work, and who are not on a previously approved absence, shall notify the Employer at least one (1) hour prior to the Employee's scheduled work assignment, unless emergency conditions prevent such notification. . In the event of an anticipated extended absence in excess of three (3) consecutive work days, the Employee shall notify the Human Resources department of the absence and the estimated duration of same as soon as possible.

**SECTION 3.** Sick leave may only be used by an Employee 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 4.** For purposes of this article, the definition of 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 5.** When an Employee returns to work, a signed explanation of absence/sick leave on a form provided by the Employer shall be submitted prior to the end of the Employee's shift. Falsification of either the signed statement or a physician's certificate or application for use of sick leave with the intent to defraud shall be grounds for disciplinary action, up to and including dismissal.

In the event of an absence from work on sick leave exceeding three (3) consecutive work days, the Employee shall provide a physician's statement upon return to work specifying the Employee's ability to return to work without restrictions. If such absence was due to the illness or injury of an immediate family member, the physician's statement shall indicate that the family member was under a physician's care and that the Employee's presence was reasonably necessary for the health and welfare of the family member.

If in the current calendar year, an Employee's absences exceed five (5) undocumented occurrences directly preceding or directly following a regularly scheduled off day during a normal work week, 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.

An occurrence shall be defined as any amount of consecutive sick time used by the Employee including, but not limited to, consecutive full days.

**SECTION 6.** An Employee who engages in the pattern use of sick leave shall be warned by the Employer. A pattern use of sick leave shall include, but not be limited to: consistent periods of sick leave usage before and/or after vacation days; absence following overtime worked; partial days; or a continued pattern of maintaining zero or near zero leave balances. If the Employee continues to engage in such conduct, the Employee may be required to submit medical documentation for the future use of sick leave.

**SECTION 7.** Any Employee who uses no sick time, and has no attendance violations as defined by the Employer's AWOL policy, for a six month period (January 1 – June 30 / July 1 – December 31) will be permitted to convert three (3) sick days to three (3) vacation days.

## **Article 50: FITNESS-FOR-DUTY EXAMINATION**

**SECTION 1.** If the Employer has reasonable suspicion to believe that an Employee is medically or psychologically unable to perform all of the duties of the Employee's position, the Employer may relieve the Employee from duty. If relieved from duty, the Employee shall be placed on paid administrative leave and the Employer shall pay the costs of a medical or psychological examination that is required by the Employer. An Employee found by the qualified medical professional selected by the Employer to have a medical or psychological disorder, condition, syndrome, or is otherwise unable to perform his/her duties shall not be permitted to work and further time off duty may be charged to any applicable sick leave or vacation leave at the Employee's request or may be designated as FMLA leave at the Employer's initiative as permitted by law.

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Correction Officer Corporals  
Effective through 12/31/14

**SECTION 2.** An Employee relieved of duty under the preceding Section must be given medical clearance acceptable to the Employer by a qualified medical professional before being allowed to return to work. Such documentation must certify that the Employee is able to perform all of the duties of his/her position (unless there is an A.D.A. issue that can be reasonably accommodated). If there is a disagreement between the respective qualified medical professionals, they shall select a third qualified medical professional by mutual agreement. The third examination shall be mutually paid for by the Employer and the Employee and the results and conclusions of that examination shall be final and binding and not be subject to the grievance procedure.

### **Article 51: SICK LEAVE DONATION PROGRAM**

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

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

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

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

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

- a) Voluntarily elects to donate the leave and does so with the understanding that the donated leave time will not be returned;
- b) Donates a minimum of one (1) hour and does not exceed thirty-six (36) hours per calendar year. Donations must be in full hour increments;
- c) Retains a minimum of thirty-six (36) hours of accrued sick leave at the time of donation;

- d) Completes a leave donation form identifying the recipient Employee, the number of hours being donated and certifying that the leave donated is voluntary.

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 Human Resources Department.

## **Article 52: VACATION LEAVE**

**SECTION 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 2.** Each full-time member of the bargaining unit with eight (8) or more years of service with the Employer shall have earned, and is entitled to, one hundred twenty (120) hours of vacation leave with full pay. Such vacation leave shall accrue to the Employee at the rate of four and six-tenths (4.6) hours each biweekly period.

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

**SECTION 4.** Each full-time member of the bargaining unit with twenty-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 5.** Vacation leave shall be taken by the Employee during the year in which it is accrued and prior to the next recurrence of the anniversary date of employment. The Employer may permit an Employee to accumulate and carry over vacation leave to the following year. No vacation leave shall be carried over for more than three (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.

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

### **Article 53: USE OF VACATION LEAVE**

**SECTION 1.** Vacation leave shall be taken only at a time mutually agreed to by the Employer and the Employee. With Employer approval, Employees may use vacation time in full one (1) hour increments, if staffing permits. Once annually, an Employee can: (1) combine any unused vacation balances of less than twelve (12) hours with available compensatory time to equal one full vacation day; or (2) use the balance of less than twelve (12) hours on a "no pay/no AWOL" basis.

**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 request 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 disapproved 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 requests shall be granted if they would not unduly jeopardize the operation of the jail.

### **Article 54: ACCRUED TIME RECORDS**

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

### **Article 55: INJURY AND ILLNESS LEAVE - (BY INMATE)**

**SECTION 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 fifty (150) calendar days within one (1) year of the date of injury. 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:

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- (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.** Intermittent and recurring absence from work of less than five (5) consecutive scheduled work days as the result of an accident/illness at work are not covered under this article. Recurring absence of more than five (5) consecutive scheduled work days shall be covered if appropriate medical documentation is provided. However, in no case will more than one hundred fifty (150) calendar days of injury leave within one (1) year of the date of injury be approved.

**SECTION 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 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 56: STRESS LEAVE**

**SECTION 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 days, which will not be charged against any accrued time category.

**SECTION 2.** Employees authorized to use stress leave shall utilize the services of an 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 assistance program entity shall remain confidential.

## **Article 57: 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 paid leave. After exhaustion of accrued sick leave or other accrued paid leave 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 three (3) months, inclusive of all paid leave taken.

All leave taken for maternity purposes shall be counted against the Employee's F.M.L.A. entitlement.

**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 fitness-for-duty examination in accordance with the provisions of that article in this Agreement.

## **Article 58: BEREAVEMENT LEAVE**

**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. These three (3) days of bereavement leave shall not be charged 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 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 59: COURT LEAVE/JURY DUTY LEAVE**

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

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

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

## **Article 60: PERSONAL COURT LEAVES**

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

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

## **Article 61: EDUCATIONAL LEAVE**

**SECTION 1.** 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 62: MILITARY LEAVE WITH PAY**

**SECTION 1.** Any Employee who is a member of the National Guard or any reserve component of the Armed Forces of the United States will be entitled to a military leave in pay status during which time the Employee is engaged in the performance of official duty or training under competent orders. While on such leave, such Employee shall be paid the Employee's regular rate of pay, not to exceed a total of thirty-one (31) calendar

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days, or one hundred seventy-six (176) paid hours, in any one payroll year. However, to receive payment of salary, an Employee must file, prior to the leave, a copy of official orders with the head of the Department and upon return, a certification from the Commanding Officer of performance of duty in accordance with terms of the orders.

Where such annual military leave exceeds thirty-one (31) calendar days annually and is pursuant to Executive Order or other legislative action of the Congress, such Employee shall be entitled only to the difference between his regular wage and military pay, as set forth in Ohio Revised Code § 5923.05.

### **Article 63: LEAVE OF ABSENCE WITHOUT PAY**

**SECTION 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/her 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 dates for which the leave is being requested.

**SECTION 2.** If it is found that a leave is not actually being used for the purpose for which it 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.** An Employee who fails to return to duty upon the completion or cancellation of a leave of absence without pay, without written explanation which has been approved by the Employer, may be subject to disciplinary action. An Employee who fails to return to service from a leave of absence without pay and is subsequently removed from service is deemed to have a termination date corresponding to the starting date of the leave.

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

## **VI. TERMINATION OF EMPLOYMENT**

### **Article 64: RETIREMENT**

**SECTION 1.** When an Employee retires with ten or more years of service time with the Cuyahoga County Sheriff's Department, the Employee may elect to be paid for unused accumulated sick leave in accordance with the following schedule:

Years of Service

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

**SECTION 2.** The Employee's retirement plan shall be governed by the Public Employees Retirement System.

The Employer shall continue the existing salary pickup plan pursuant to PERS rules and Sections 401(A) and 501(A) of the Internal Revenue Code which provides for public employee pension plans to obtain tax deferred status. Said implementation shall be completed within thirty (30) days of ratification.

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

### **Article 65: TERMINATION & RESIGNATION**

**SECTION 1.** When employment is terminated with a bargaining unit Employee through resignation or removal, the Employee shall receive full compensation at his/her current rate of pay for accrued vacation, holiday or compensatory time.

## **VII. MISCELLANEOUS**

### **Article 66: REPRODUCTION OF AGREEMENT**

**SECTION 1.** Upon the ratification and signing of the Agreement by both parties, the Employer shall arrange for the reproduction of this Agreement in booklet form.

**SECTION 2.** The Employer shall arrange for a sufficient number of booklets to be printed for each Employee and shall be responsible for distribution to Employees. The Employer shall also maintain a copy of the Agreement on-line, which may be utilized by new members of the bargaining unit.

**SECTION 3.** For purposes of this article, the cost of printing shall be divided equally between the Employer and the Union.

### **Article 67: SEPARABILITY CLAUSE**

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

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

### **Article 68: TOTAL AGREEMENT**

This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the written provisions of this Agreement, all rules, regulations, benefits, and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, without any such modification or discontinuance being subject to any grievance or appeal procedure contained herein.

### **Article 69: EXPIRATION AND RENEWAL**

This Agreement is effective upon the date of ratification by the County Council, and notwithstanding any other dates referenced on the cover of the Agreement, as footers on each page or elsewhere therein, unless specifically indicated. The Agreement shall remain in full force and effect until 11:59 p.m. on December 31, 2014,

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and shall thereafter continue in full force and effect from year to year and shall be renewed for successive years unless written notice of termination or a desire to modify or change this Agreement is given by either party at least ninety (90) days prior to the expiration date. Upon receipt of such notice, a conference shall be arranged within thirty (30) days.

FOR THE COUNTY:

FOR THE UNION:

  
EDWARD FITZGERALD      Date  
CUYAHOGA COUNTY EXECUTIVE

  
KEN LORTZ      Date  
DIRECTOR, REGION 2-B, UAW

  
CHRIS FREEMAN      Date  
INTERNATIONAL REPRESENTATIVE

  
ROBERT MOORE      Date  
STEWARD