



01/29/2020
0513-15
17-MED-07-0827
38802

**An Agreement Between
Cuyahoga County
and
AFSCME, Local 2927 - 2
AFL-CIO**

January 1, 2018 – December 31, 2020

AFSCME LOCAL 2927 - 2

INDEX to CONTRACT

	<u>PAGE</u>
SECTION I. INTRODUCTORY	
Article 1 Preamble	1
Article 2 Pledge Against Discrimination	1
Article 3 Management Rights	2
SECTION II. UNION-RELATED	
Article 4 Union Recognition.....	2
Article 5 Probationary Period.....	2
Article 6 Check-off of Membership Dues	3
Article 6A Fair Share.....	4
Article 7 AFSCME P.E.O.P.L.E. Check-Off	4
Article 8 Union Representation	5
Article 9 Union Rights	6
Article 10 Union Visitation	6
Article 11 Union Business Leave of Absence	6
Article 12 No Strike/No Lockout	7
Article 13 Labor/Management Meetings	7
Article 14 Bulletin Board.....	8
SECTION III. WAGES & BENEFITS	
Article 15 Wages	8
Article 16 Overtime Premium Pay	8
Article 17 Shift Premium	9
Article 18 Longevity	9
Article 19 Holidays	10
Article 20 Group Insurance/Hospitalization	10
Article 21 AFSCME Ohio Health and Welfare Fund	12
SECTION IV. TERMS & CONDITIONS OF EMPLOYMENT	
Article 22 Hours of Work	12
Article 23 Breaks	12
Article 24 Lunch and Break Area	12
Article 25 Seniority	13
Article 26 Job Descriptions and Classifications	13
Article 27 Internal Notice of Job Posting	14
Article 28 Job Assignment Change	14
Article 29 Health and Safety	14
Article 30 Employee Evaluation	14

Article 31	Employee Discipline	15
Article 32	Grievance Procedure	15
Article 33	Personnel Records	18
Article 34	Layoff and Recall	18
SECTION V.	LEAVES	
Article 35	Sick Leave	19
Article 36	Personal Days	20
Article 37	Sick Leave Donation Program	20
Article 38	Vacations	21
Article 39	Accrued Time Records	23
Article 40	Bereavement Leave	23
Article 41	Family and Medical Leave (FMLA)	23
Article 42	Court Leave/Jury Duty Leave	23
Article 43	Personal Court Leave	24
Article 44	Military Leave with Pay	24
Article 45	Military Leave without Pay	24
Article 46	Leave of Absence without Pay	25
SECTION VI.	TERM OF EMPLOYMENT	
Article 47	Sick Leave Conversion	25
SECTION VII.	MISCELLANEOUS	
Article 48	Savings Clause	26
Article 49	Modifications	26
Article 50	Printing	26
Article 51	Expiration and Renewal	26
Article 52	Workplace Harassment	26
Article 53	Fitness-For-Duty Examination.....	27
Article 54	Driver's License.....	28
Article 55	Performance of Bargaining Unit Work.....	28

SECTION I. INTRODUCTORY

ARTICLE 1: PREAMBLE

This Agreement is entered into by and between the County of Cuyahoga (hereinafter referred to as the “County” or “Employer”, and Ohio Council 8 and Local 2927-2, American Federation of State, County, and Municipal employees, AFL-CIO, hereinafter referred to as the “Union.” This Contract has as its purpose the following:

- 1) to achieve and maintain a satisfactory and stabilized employer/employee relationship and to promote improved work performance;
- 2) to provide for the peaceful and equitable adjustment of differences which may arise, and to maintain the efficiency of the County. ;
- 3) to assure the effectiveness of service by providing an opportunity for employees and/or the Union to meet with the Employer to exchange views and opinions on policies and procedures affecting the conditions of their employment subject to the applicable provisions of Chapter 4117 of the Revised Code, federal laws and the Constitutions of the State of Ohio and the United States of America;
- 4) to ensure the right of every employee to fair and impartial treatment;
- 5) to provide an opportunity for the Union and the Employer to negotiate as to wages, benefits, and conditions of employment; this Agreement pertains to all employees within the bargaining unit as herein defined;
- 6) to provide for orderly, harmonious and cooperative employee relations in the interest, not only of the parties, but of the citizens of Cuyahoga County.

ARTICLE 2. PLEDGE AGAINST DISCRIMINATION

SECTION 1. The provisions of this Agreement shall be applied to all employees in the bargaining unit ensuring that Employees of the County will be employed in the public service without discrimination on the basis of race, color, religion, national origin, sexual orientation, gender identity, disability, age, ancestry, marital status or political opinions or affiliation. Both parties equally share responsibility for the application of this Article of the Agreement.

SECTION 2. The Employer agrees not to interfere with the right of all eligible employees to become members of the Union and there shall be no discrimination, interference, restraint or coercion by the Employer or its representatives against any legal employee activity or employees acting legally in an official capacity on behalf of the Union.

SECTION 3. The Union agrees not to interfere with the rights of employees not to become members of the Union and there shall be no discrimination, interference, restraint or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union.

ARTICLE 3. MANAGEMENT RIGHTS

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

- 1) 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 Employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- 2) direct, supervise, evaluate, or hire employee;
- 3) maintain and improve the efficiency and effectiveness of governmental operations;
- 4) determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- 5) suspend, discipline, demote, or discharge for just and proper cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- 6) determine the adequacy of the work force;
- 7) determine the overall mission of the Employer as a unit of government;
- 8) effectively manage the work force;
- 9) take actions to carry out the mission of the Employer as a governmental unit.

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

SECTION II. UNION-RELATED

ARTICLE 4. UNION RECOGNITION

SECTION 1. The Union is recognized as the sole and exclusive representative of employees of the County, inclusive of the following job classifications:

Process Servers

SECTION 2. The terms “employee” and “bargaining unit member” are used interchangeably throughout this Agreement and denote those individuals in the classifications listed above.

ARTICLE 5: PROBATIONARY PERIOD

SECTION 1. Newly-hired bargaining unit employees will be required to successfully complete a one hundred eighty (180) calendar day probationary period.

SECTION 2. The Employer shall have sole discretion to discipline or discharge such probationary employees and such actions during this period cannot be reviewed through the grievance procedure or otherwise affected by this Agreement. The Employer will not discharge a probationary employee because of union membership or union activity.

SECTION 3. Probationary employees will receive an evaluation at the midpoint of their probationary period and at one hundred eighty (180) days.

ARTICLE 6. CHECKOFF OF MEMBERSHIP DUES

SECTION 1. All employees in the bargaining unit covered by the Contract who are members of the Union on the date the Contract is signed and all other employees in the bargaining unit who become members of the Union at any time in the future shall, for the terms of this Contract continue to be members of the Union and the County will not honor dues deduction (checkoff) revocations from any such employee except as provided herein.

SECTION 2. The County will deduct regular monthly dues from the pay of employees covered by the Contract upon receipt from the Union of individual written authorization cards voluntarily executed by an employee for that purpose and bearing his/her signature, provided that any employee shall have the right to revoke such authorization by giving written notice to the Union at any time during the fifteen (15) calendar days prior to the termination of this Contract.

SECTION 3. The County's obligation to make deductions shall terminate automatically upon timely receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside of the bargaining unit.

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

SECTION 5. All deductions under Sections 4 and 5 of this Article, together with any alphabetical list of names of all employees whose fees and/or dues have been deducted, shall be transmitted to the Union no later than the tenth (10th) day following the end of the pay period in which the deduction is made. Upon receipt, the Union shall assume responsibility for the disposition of all funds deducted.

SECTION 6. The county shall place back on Check-off those employees who returned to the active payroll from a leave of absence, layoff, or suspension.

SECTION 7. In the event that a mistake is made with an employee's dues deductions, the County shall act with reasonable due diligence to address the matter (i.e., within (90) days of the Union's written notification of the mistake to the employer).

SECTION 8. The Employer shall provide the Union with a monthly list of employees who enter or exit the bargaining unit.

SECTION 9. The County agrees not to interfere with the rights of eligible employee to become members of the Union, and there shall be no interference, restraint, coercion, or reprisal by the county or its representatives against any legal employee activity or employees acting legally in an official capacity on behalf of the Union.

ARTICLE 6A: FAIR SHARE

SECTION 1. All bargaining unit employees, as a condition of employment, shall pay to the Union through payroll deduction, a fair share fee as a contribution toward the administration of this Contract.

SECTION 2. Any future bargaining unit employee who does not make application for union membership within sixty-one (61) days after being employed shall as a condition of employment, pay the Union through payroll deduction a fair share fee as a contribution toward the administration of this Contract.

SECTION 3. Employees who fail to comply with these requirements shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union. The fair share fee amount shall not exceed the monthly union dues and shall be certified to the County by the treasurer of the local union. On an annual basis, the Union will provide the Employer with the same information regarding its calculation of the fair share fee as it is required by law to provide to fair share fee payers. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require authorization for authorization for payroll deduction. Payment to the Union for fair share fees shall be made in accordance with the regular dues deduction as provided in Article 6 of this Contract.

SECTION 4. In the event that a mistake is made with an employee's fair share fee, the County shall act with reasonable due diligence to address the matter (i.e., within ninety (90) days of the Union's written notification of the mistake to the Employer).

SECTION 5. The Employer shall provide the Union with a monthly list of employees who are paying the fair share fee and the date that the employees began paying it.

ARTICLE 7. AFSCME P.E.O.P.L.E. CHECK-OFF

SECTION 1. The County will deduct voluntary contributions to the AFSCME International Union's Public employees Organized to Promote Legislative Equality (P.E.O.P.L.E.) Committee from the pay of employees covered by this Contract upon receipt from the Union of individual written authorization cards voluntarily executed by an employee provided that:

- A. An employee shall have the right to revoke such authorization by giving written notice to the County and the Union at any time and the authorization card shall state clearly on its face the right of an employee to revoke.
- B. The County's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.
- C. The contribution amount shall be certified to the County by the Union. The Union shall provide the County with thirty (30) days advance notification of any change in the contribution amount along with the written authorization card voluntarily executed by the employee. Contributions shall be transmitted to the Union in accordance with the provisions of Article 6 of this Contract. This transmittal shall be accompanied by an alphabetical list of all employees for whom deductions have been made and the names of employees for whom deductions have been terminated and the reason for termination.
- D. All P.E.O.P.L.E. contributions shall be made as a deduction separate from the fair share fee and dues deductions.

ARTICLE 8. UNION REPRESENTATION

SECTION 1. The Employer shall recognize a maximum of one (1) authorized union representatives who will be designated by the local union and one (1) alternate.

SECTION 2. Employees selected by the Union to act as Union representatives for the purpose of processing grievances under the Grievance Procedure shall be known as "stewards."

SECTION 3. If the need arises to adjust the number of stewards provided for in this Article, or to provide additional stewards, the Employer and the Union will endeavor to resolve the matter in a mutually satisfactory manner.

SECTION 4. The Union and the Employer will keep each other informed of their authorized representatives by providing an annual written list and timely notification of any changes to the annual list.

SECTION 5. Employee union officers shall abide by the rules applicable to stewards. A steward or an employee union officer having an individual grievance or a pre-disciplinary conference in connection with his/her own work is entitled to representation by another employee union representative.

SECTION 6. A steward shall be permitted to investigate and process a grievance within his/her shift and attend meetings as provided in the grievance procedure during working hours without loss of wages, provided that such activity shall take into consideration the operational needs and work requirements of the Employer. All stewards investigating or processing a

grievance shall first request and receive approval from their immediate supervisor prior to beginning any such activity; permission shall not be unreasonably withheld.

SECTION 7. An employee who believes he/she has a grievance has a right to notify a Union steward of the situation and to discuss the alleged violation.

ARTICLE 9. UNION RIGHTS

SECTION 1. The Employer will provide the Union with copies of personnel related policies and procedures and work rules. Any changes or amendments will be provided to the Union staff representative at least seven (7) days of their effective date.

ARTICLE 10. UNION VISITATION

SECTION 1. A representative of the Union shall be permitted to visit on the premises of the Employer to meet with the Union stewards with 72 hour advance notice. The Union agrees that such visits will be kept to a minimum and shall be held in non-working areas.. The Employer reserves the right to deny entrance to any Union official.

ARTICLE 11. UNION BUSINESS LEAVE OF ABSENCE

SECTION 1. Members of the Union's bargaining committee shall be granted time away from duty without loss of straight-time pay or benefits for the purpose of negotiating an agreement with the Employer

SECTION 2. Delegates and/or alternates to the Union convention may be granted ten (10) days leave of absence without loss of seniority, and the Union shall give a fourteen (14) calendar day notice to the Employer.

SECTION 3. An employee who has been selected by the Local Union or Council 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 date of leave; such leave shall not exceed one (1) year. Seniority shall not accumulate during said leave. The Local Union or Council shall give notice to the Employer not less than fourteen (14) calendar days prior to the date said leave shall become 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 12. NO STRIKE/NO LOCKOUT

SECTION 1. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer by its members for the duration of this Agreement.

SECTION 2. When the Employer notifies the Union by certified mail that any of its members are engaged in any such strike activity as outlined above, the Union shall immediately and conspicuously post notice over the signature of an authorized representative of the Union, indicating that a violation is in progress; such notice shall instruct all employees to immediately return to work.

SECTION 3. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union unless those members shall have violated Section 1 of this Article.

ARTICLE 13. LABOR/MANAGEMENT MEETINGS

SECTION 1. In the interest of sound labor/management relations, the Employer or his designee shall meet with the Union, upon request, to discuss pending problems and to promote a more harmonious labor/management relationship.

SECTION 2. An agenda will be furnished to the Employer at least five (5) working days in advance of a scheduled meeting with a list of the matters to be taken up and the names of those Union 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 prior to implementation which affect bargaining unit members of the Union;
- c) disseminate general information of interest to the parties;
- d) discuss ways to increase productivity and improve efficiency;
- e) consider and discuss health and safety matters relating to employees; and
- f) consider recommendations for changes from the Union in standard operating procedure rules.

SECTION 3. It is further agreed that special labor/ management meetings shall be convened as soon as feasible.

SECTION 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. BULLETIN BOARD

SECTION 1. The Employer shall provide space for a glass-enclosed bulletin board. The glass-enclosed bulletin board is to be provided by the Union at the Union's expense.

- 1) Such bulletin board shall be used only for posting notices bearing the written approval of the President of the local Union or an official representative of AFSCME Ohio Council 8.
- 2) No notice or other writing may contain anything political, or critical of the Employer or any County departments, or any employee.
- 3) The Employer reserves the right to review and approve all postings prior to their being placed on the bulletin board with the exception of the following:
 - a) Notice of Union meetings;
 - b) Notice of Union elections;
 - c) Results of Union elections;
 - d) Union recreational and/or social correspondence.

Postings other than those listed may be removed by the Employer if deemed objectionable by the Employer, provided prior notification is given to the local Union President or, in his/her absence, any steward.

SECTION III. WAGES & BENEFITS

ARTICLE 15. WAGES

SECTION 1. General Wage Increase:

- 1) Employees have already received a 2% increase to their 2017 rates that was effective the first full pay in January, 2018;
- 2) 2% effective the first date of the first full pay period in January, 2019;
- 3) 2% effective the first date of the first full pay period in January, 2020.

ARTICLE 16. OVERTIME PREMIUM PAY

SECTION 1. All employees in the job classifications covered by this Agreement shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked in excess of forty (40) in one week, subject to Section 3 of this Article.

SECTION 2. All employees who work on a recognized holiday shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked on the holiday, in addition to their regular holiday pay as provided herein.

SECTION 3. For the purpose of computing overtime pay, holidays and vacations shall be considered hours worked. Paid sick leave shall not be considered hours worked. An employee may not claim overtime pay with another form of premium pay for the same hours worked (i.e., pyramid overtime pay).

SECTION 4. Employees must submit a request to work overtime to their immediate supervisor within seventy-two (72) hours after the monthly schedule has been posted.

SECTION 5. A daily sign-up sheet shall be provided for employees who want to work unscheduled overtime. If sufficient employees do not voluntarily sign-up, the Employer shall assign the overtime work to qualified employees on duty in the inverse order of seniority. Assignments will continue in inverse order of seniority until everyone has worked or until the start of a new pay period. Employees must work such overtime when assigned.

ARTICLE 17. SHIFT PREMIUM

SECTION 1. All employees who work regular second and/or third shift assignments, as defined herein, shall receive shift premium as set forth below.

SECTION 2. For purposes of this Article only, second (2nd) shift starting times begin at 2:45 p.m. and third (3rd) shift starting times begin at 10:45 p.m. The determination of the shift to which an employee is assigned is based on the employee's regular starting time.

SECTION 3. Employees who are designated as first shift employees shall receive no shift premium for all hours worked. Employees who are designated as second shift employees based on their regular starting time as stated in Section 2 shall receive shift premium of fifty cents (\$0.50) per hour for all hours worked. Employees who are designated as third shift employees as stated in Section 2 shall receive shift premium of sixty cents (\$0.60) per hour for all hours worked.

SECTION 4. If an employee works overtime either before or after his/her regular assigned shift, the premium follows the employee. For example, a designated second shift employee working third or first shift overtime will receive overtime pay with a shift premium of fifty cents (\$0.50) for hours worked. A designated third shift employee working first shift or second shift overtime will receive overtime pay with a shift premium of sixty cents (\$0.60) for hours worked. An employee on first shift working overtime on third shift or second shift receives overtime pay with no shift premium.

ARTICLE 18. LONGEVITY

SECTION 1. A stipend of one hundred twenty-five dollars (\$125.00) shall be paid to each bargaining unit member on the first payday following the member's anniversary date after five (5) years of continuous service with the Department. This amount shall be increased by

sixty-five dollars (\$65.00) each consecutive year, with a capacity not to exceed one thousand one hundred and twenty-five dollars (\$1,125.00) per year.

ARTICLE 19. HOLIDAYS

SECTION 1. All regular full-time employees shall be entitled to the following holidays:

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

SECTION 2. If any of the recognized holidays falls on Sunday, the following Monday shall be observed as the holiday. If any of the recognized holidays falls on a Saturday, the preceding Friday shall be observed as the holiday.

SECTION 3. To be entitled to holiday pay, an employee must be on the active payroll (i.e.; actually receives pay) during the week in which the holiday falls. Further, to be entitled to holiday pay, employees must actually work the scheduled workday before and the scheduled workday after the holiday. Employees working in seven (7) day operations who are scheduled to work a holiday must work the entire shift to be entitled to holiday pay. For purposes of this paragraph, prior approved leaves, verified bereavement leave and documented hospitalization will be considered as hours worked.

SECTION 4. An employee not required to work on a recognized holiday shall be compensated at his regular rate.

SECTION 5. All employees who work on a recognized holiday shall receive holiday pay for the regular shift in addition to time-and-one-half (1-1/2) their regular rate of pay for all hours worked on the holiday. The Employer will not adjust schedules for holidays.

ARTICLE 20. GROUP INSURANCE/HOSPITALIZATION

SECTION 1. An eligible employee is defined as a full time employee covered by this Agreement. The Flex Count Plan (the plan) is defined as the section 125 or cafeteria plan, which is provided by the Employer for health insurance benefits for County employees. The Employer shall provide eligible employees an 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. Within 30 days of execution of this agreement, Bi-weekly employee contributions for medical and prescription drug benefits shall be determined as follows:

a) MetroHealth Plan

- 1) For all three years of the Agreement, the County shall offer an HSA plan through the MetroHealth System with no bi-weekly contribution for bargaining unit employees.
- 2) The bi-weekly contribution for a non-HSA plan offered through MetroHealth shall be as follows:
 - a. 2018: 95% Employer, 5% Employee
 - b. 2019: 93% Employer, 7% Employee
 - c. In 2020, the bi-weekly health insurance contribution rates shall be the same as the County's internal pattern set forth in the collective bargaining agreement for AFSCME Local 1746. These contribution rates shall become effective at the ratification/implementation of the 1746 agreement.

b) Other Benefit Plans

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

- 1) 2018: 88% Employer, 12% Employee
- 2) 2019: 86% Employer, 14% Employee
- 3) In 2020, the bi-weekly health insurance contribution rates shall be the same as the County's internal pattern set forth in the collective bargaining agreement for AFSCME Local 1746. These contribution rates shall become effective at the ratification/implementation of the 1746 agreement.

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

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

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

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

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

ARTICLE 21. AFSCME OHIO HEALTH AND WELFARE FUND

The Employer shall contribute the sum of sixty-two dollars and seventy-five cents (\$62.75) per month to the AFSCME Ohio Health and Welfare Fund for each employee in the bargaining unit. The benefits which will be provided are: Vision I, Life I, and Hearing and Dental Level III.

SECTION IV. TERMS & CONDITIONS OF EMPLOYMENT

ARTICLE 22. HOURS OF WORK

SECTION 1. All process servers shall be on a 5 day workweek, the normal day shall consist of one 8 hour shift, inclusive of time allotted for lunch.

ARTICLE 23. BREAKS

SECTION 1. There shall be two (2) fifteen (15) minute break periods provided to each employee who works a regular shift. Break periods will be scheduled by the employee's supervisor but will not be scheduled immediately before or after the meal period or at the beginning or end of the day

SECTION 2. In the event of an emergency, the Employer reserves the right to suspend break periods until such time as the emergency situation terminates.

ARTICLE 24. LUNCH AND BREAK AREA

The Employer shall make an area available for the employees' use during their lunch and break periods. Lunch breaks shall be taken approximately midway during an employee's shift. Lunch breaks will not be granted on abbreviated work days when 5 or less hours are worked.

ARTICLE 25. SENIORITY

SECTION 1. Seniority shall be an employee's uninterrupted length of continuous service with the County. An employee shall have no seniority for the probationary period but, upon completion of the probationary period, seniority shall be retroactive to the date of hire, which is defined as the first calendar day the employee punched-in, signed-in or reported for work on "active pay status", defined in Ohio Administrative Code § 123:1-47-01(2) as "conditions under which an employee is eligible to receive pay."

SECTION 2. Within thirty (30) calendar days after the signing of the Agreement and semi-annually thereafter, the Employer shall provide the Union with a current seniority list. Said list shall be provided within ten (10) working days after receipt by the Employer of a written request by the Union to the Employer. The seniority list shall be made up by classification and shall contain, in order of seniority, the name, department, address, Social Security number and date of hire of each employee.

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

- a) quits or resigns;
- b) is discharged for just and proper cause;
- c) is laid off for a period of more than twelve consecutive months;
- d) is absent without leave for three (3) or more workdays unless proper excuse for the absence is shown or, if no notice was given, a satisfactory excuse is produced for the failure to give notice;
- e) fails to report for work when recalled from layoff within fourteen (14) days from the date on which the Employer sends the employee notice by registered mail to the employee's last known address as shown on the Employer's records, unless satisfactory excuse is shown.
- f) Fails to apply for reinstatement within 30 calendar days of discontinuation of PERS disability retirement benefits.

ARTICLE 26. JOB DESCRIPTIONS AND CLASSIFICATIONS

SECTION 1. The Employer agrees to provide a job description to every employee at the time of hire, transfer, or promotion into the Process Server classification.

SECTION 2. The Employer shall make available to the Union the current job descriptions for the process servers classification. Whenever a change occurs in the description of any such job, the Employer agrees to provide the Union with a copy of the new job description when the job description is put into effect. The Process Servers shall also be provided a copy of the new job description prior to implementation.

ARTICLE 27. INTERNAL NOTICE OF JOB POSTING

When the Employer determines a vacancy within a classification in the bargaining unit is available, a notice of such vacancy shall be posted on the Union bulletin board for a period of seven (7) days. Bargaining unit members possessing the requisite qualifications may apply for the vacancy by submitting an application to the County Human Resources department in accordance with the established procedures outlined in the County's job posting. The Employer retains the right to select the qualified candidate from either internal or external applicants.

ARTICLE 28. JOB ASSIGNMENT CHANGE

Before a change in regularly-assigned job duties extending beyond five (5) workdays, the Employer will provide the employee with a written explanation of the reasons for the reassignment, including whether the change is permanent or temporary, from the employee's immediate supervisor. Upon request by the Union, a labor-management conference shall be scheduled promptly to discuss the proposed change.

ARTICLE 29. HEALTH AND SAFETY

In the event that a Supervisor has reasonable suspicion that an employee is either mentally or physically impaired due to drugs or alcohol, the employee will not be permitted to work pending testing. Any employee who reports for duty or works while under the influence of intoxicating drugs or alcohol may be subject to disciplinary action, including dismissal. The Employer shall only use a laboratory approved and certified by NIDA (National Institute of Drug Abuse). Employees shall be entitled to have a Union representative present during all phases of the investigation and testing. Employees shall be entitled to draw double blind samples of any urine or blood for the purpose of independent testing by the employee at the employee's expense. Employees shall be placed on administrative leave with pay pending the outcome of the Employer's test results.

ARTICLE 30. 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 the employee on request.

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

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

ARTICLE 31. 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 conference 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, or any successor discipline policy. This conference shall be conducted by a neutral administrator selected by the Employer who is not directly in the chain of command of the employee. Prior to the pre-disciplinary conference, the employee will be notified of the right to Union representation at the conference. The Union President shall be notified of the place and time of the pre-disciplinary conference. 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 conference. If the neutral administrator elects to tape record the conference, a copy of the tape recording will be provided to the Union upon its written request and at its expense. A report of said conference shall be prepared by the neutral administrator. The Employer shall determine what discipline, if any, is appropriate. The Employer agrees to hold a pre-disciplinary conference within thirty (30) calendar days of the event upon which the discipline is based and will provide the Union and affected employee with its decision as soon as possible, but not later than twenty (20) calendar days after the pre-disciplinary conference.

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 twenty four (24) 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 Union President. 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 within five (5) working days from the date the disciplinary action is imposed. "Working days", as used in this article, excludes Saturdays, Sundays and holidays listed in the "Holidays" article.

ARTICLE 32. 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. The grievance procedure is not intended to be utilized to effect changes in this Agreement nor any matters not covered herein.

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. Each employee who desires to be included in such grievance shall be required to sign the grievance. The Union President shall have the right to file a grievance on behalf of all bargaining unit employees.

SECTION 4. The written grievance shall be submitted on the Union 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 listed in the “Holidays” article. 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. A Union Steward shall be present at all steps of the formal grievance process.

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

STEP 1. – Immediate Supervisor

An Employee and/or a steward on behalf of an Employee having a grievance will first complete the formal grievance form and bring the form to the Employee's immediate supervisor within three (3) working days of knowledge of the incident giving rise to the grievance. The immediate supervisor shall discuss the grievance with the Employee and a Union steward, if requested, within five (5) working days of receipt of the grievance form. Within five (5) working days of such discussion, the supervisor shall respond to the Employee with an answer to the complaint. Grievances concerning disciplinary suspensions or discharges must be commenced by reducing them to writing on the

appropriate form and submitting them to the Employer's administrative designee within five (5) working days of the imposition of the disciplinary action. Processing of such grievances shall thereafter proceed at Step 3.

STEP 2. – Department Head

The administrative designee shall forward the employee grievance to the department head responsible for the work area where the aggrieved employee is assigned. The department head or his/her designee shall schedule a formal meeting with the grievant and a union steward to be held within five (5) working days of the receipt of the grievance. Prior to this meeting taking place, the department head or designee shall make an investigation of all allegations contained in this grievance. Within three (3) working days of the above meeting, the department head or designee shall provide the Union Steward with a written response to the grievance. If the Union is not satisfied with the written response at Step 2, the Union may, within five (5) working days of the Employer's response, pursue the grievance to Step 3.

STEP 3. – Department of Human Resources

Upon receipt of a written grievance which, is properly at Step 3, the Employer's designee (other than the administrative designee) shall schedule a formal meeting within seven (7) working days with the Union Council Representative and the Union President. Prior to this meeting taking place, the Employer's designee shall investigate the allegation(s) contained in the grievance. The designee shall provide the Union President and the Union Council Representative with a written response to the grievance within ten (10) working days after the above meeting.

STEP 4. - Arbitration

If the grievance is not answered to the Union's satisfaction in Step 3, the Union may make written request that the grievance be submitted to final and binding arbitration. Requests for arbitration must be submitted to the Cuyahoga County Law Department within thirty (30) calendar days following the date the grievance was answered in Step 3 of the grievance procedure. 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. When a timely request for arbitration is submitted, the parties shall attempt to select an arbitrator by mutual agreement. In the event that no mutual agreement is reached within ten (10) working days of the request, the Union will request a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS), the Ohio State Employment Relations Board (S.E.R.B.), or any other mutually-agreed labor arbitration service which shall contain the names of at least seven (7) arbitrators. FMCS requested panels shall be limited to the FMCS sub-region for Northern Ohio.) Within ten (10) working days after receiving such list, the representatives of the parties shall proceed to select an arbitrator using the strike-off method, if necessary, unless either party finds all of the arbitrators unacceptable. If either party finds all the

arbitrators unacceptable, a second list shall be requested and both parties shall be required to strike-off from this list until an arbitrator is selected. The Union shall strike the first name; in subsequent instances the Employer and the Union shall alternate striking the first name from such panels.

The arbitrator shall be advised of his selection within five (5) working days after the selection is made and requested to provide available dates for a hearing on the matter. In no event shall the date of the hearing be sooner than thirty (30) days from the date of selection unless waived by the parties. The decision of the arbitrator shall be final and binding upon both parties and employee(s) involved. An arbitrator shall be limited to hearing one grievance at any one time, unless the parties agree otherwise.

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 limited to determining 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 the arbitrator and mutually agreed to by the parties.

SECTION 9. Arbitration fees and expenses shall be borne equally by the Employer and the Union.

ARTICLE 33. PERSONNEL RECORDS

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

SECTION 2. Any material that the employee finds questionable or objectionable in his/her personnel file may be addressed through the established grievance procedure in this Agreement. However, this section does not apply to material, e.g. discipline, employee evaluations, for which the employee had a prior knowledge and an opportunity to address or acknowledge.

ARTICLE 34. LAYOFF AND RECALL

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

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

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

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

SECTION 3. Recall shall be conducted in reverse order of Section 2.

SECTION V. LEAVES

ARTICLE 35. SICK LEAVE

SECTION 1. All employees shall accrue sick leave at the rate of 4.6 hours for each eighty (80) hours in active pay status. Sick leave credit shall be prorated to the hours of completed service in each pay period. Unused sick leave may be carried forward from one calendar year to the next without maximum.

SECTION 2. An employee who is unable to report for work, and who is not on a previously approved absence shall be responsible for notifying the Radio Room and the Shift Supervisor at least two (2) hours prior to the employee's scheduled work assignment, unless emergency conditions prevent such notification.

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

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

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

SECTION 4. If an employee abuses sick leave in a pattern, as defined below, the Employer will notify the employee in writing that pattern abuse is suspected. Any subsequent requests for leave must be accompanied by a doctor's certificate. A pattern abuse of sick leave shall include, but not be limited to: consistent periods of sick leave usage before and/or after holidays; vacation days; regular days off; after pay days; absence following overtime worked; partial days; or a continued pattern of maintaining zero or near-zero leave balances.

SECTION 5. The employee shall submit a written and signed statement to the Employer for the request and justification of sick leave through the County's web based timekeeping system (currently MyHR) at the beginning of the scheduled shift on the employee's date of return. 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.

SECTION 6. Unless otherwise approved by the Employer, only accumulated sick leave may be utilized for compensation of an approved absence(s) as defined in Section 3 of this article.

SECTION 7. An employee who is scheduled to work on a weekend and does not work will be rescheduled unless the employee is on sick leave (paid or unpaid) of at least five (5) consecutive work days; or is on approved funeral leave; or is hospitalized during the weekend on which the employee is assigned to work.

ARTICLE 36. PERSONAL DAYS

SECTION 1. The Employer will grant the use of twenty-four (24) hours of sick leave per year to be used as an employee's personal leave. The leave must be used in full-shift increments. The employee must secure authorization seven (7) working days prior to the use of such personal days upon an application form provided by the Employer. The employee must have at least 80 sick hours in their sick leave balance in order to utilize the two sick days as personal days.

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

ARTICLE 37. 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 done 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 permission to inform the employee's fellow bargaining unit members of the need for donated leave.

The maximum amount of donated leave that a done employee may receive is two hundred forty (240) 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-two (32) hours per calendar year. Donations must be in full hour increments;
- c) retains a minimum of forty (40) hours of accrued sick leave at the time of donation;
- d) completes a leave donation form identifying the recipient employee, the number of hours being donated and certifying that the leave donated is voluntary.

SECTION 4. Written notification of the need for donated leave shall be made by the employee or union steward or President to the Employer's designee. A notice will then be posted for ten (10) calendar days informing employees of this unit about the request for sick leave donations. No donations will be accepted after that ten (10) day posting period. The 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 38. VACATIONS

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 five (5) years or more 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. An employee becomes eligible for vacation leave on the first anniversary of his/her employment with the Employer. Vacation leave shall be taken by the employee within twelve (12) months after it is earned. The Employer may permit an employee to accumulate and carry over his/her vacation leave to the following year, but in no case shall vacation leave be carried over more than three (3) years.

SECTION 6. Vacation leave may be taken in four (4) hour increments no more than four (4) times per calendar year.

SECTION 7. If an employee is terminated voluntarily or involuntarily prior to taking vacation, he/she shall receive the prorated portion of any fully earned but unused vacation leave at the time of separation in accordance with this Article. In case of death of an employee, the unused vacation leave shall be paid to the employee's estate.

SECTION 8. If a recognized holiday falls within an employee's vacation leave, the employee shall receive an additional paid vacation day in lieu of the holiday.

SECTION 9. Employees may take their vacations during the calendar year. During the first quarter of each calendar year, employees will be given an opportunity to indicate on forms provided by the Employer their vacation leave preference. By May 1st of each year, a written vacation schedule will be prepared, with priority given to employees according to their Sheriff's Department seniority. Once the vacation is determined, it shall be posted and shall not be changed without the consent of the involved employee. Any employee who fails to make a vacation application during the appropriate period will be given vacation leave without regard to seniority based upon the date the application was made. Approvals or denials of vacation requests shall be in writing.

ARTICLE 39. ACCRUED TIME RECORDS

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

ARTICLE 40. BEREAVEMENT LEAVE

SECTION 1. All employees covered by this Agreement shall be entitled to receive up to three (3) days of bereavement leave with pay in the event of the death in the employee's immediate family as defined herein. The three (3) days of bereavement leave shall not be charged to an employee's sick leave. An additional two (2) days of bereavement leave shall be granted by the Employer and shall be charged against an 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 place of a parent (in loco parentis).

ARTICLE 41. FAMILY AND MEDICAL LEAVE (FMLA)

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 42. 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 43. PERSONAL COURT LEAVE

SECTION 1. An employee who is a party to a lawsuit shall be granted time off without pay to attend the court proceedings. The employee will furnish proof by showing his immediate supervisor or department head official notification of the scheduled hearing.

SECTION 2. Employees shall not be entitled to paid court leave when appearing in court for criminal or civil cases when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc. These absences would be leave without pay as scheduled in advance with the Employer.

SECTION 3. The hours spent on court leave shall not count as hours worked for the purpose of computing overtime.

SECTION 4. An employee charged with a felony may be placed on administrative leave without pay until the disposition of the felony case. Prior to being placed on unpaid administrative leave, the Employee shall be provided with a notice and an opportunity to respond to the issue of whether the Employee has been charged with a felony. If the Employee is not convicted of a felony and is not terminated or suspended, the Employee shall be paid regular work hours for time off at his regular straight time rate. The employee may elect to use accrued vacation and/or compensatory time off in lieu of unpaid leave. Vacation or compensatory hours shall be reinstated to the Employee's leave balance if he is not convicted of a felony.

ARTICLE 44. MILITARY LEAVE WITH PAY

SECTION 1. An employee shall be granted and unpaid leave of absence for military leave in accordance with applicable Federal and state law.

SECTION 2. Bargaining unit employees who are members of the Ohio National Guard, Ohio Defense Corps, Naval Militia, or other Reserve components of the Armed Forces of the United States, are entitled to a leave of absence from their respective duties without loss of pay for such time as they are in military service and field training or active duty for periods not to exceed thirty-one (31) days in any calendar year. The maximum number of hours for which payment can be made in any one calendar year is one hundred seventy-six (176) hours.

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

ARTICLE 45. MILITARY LEAVE WITHOUT PAY

SECTION 1. An employee shall be granted an unpaid leave of absence for military leave in accordance with applicable Federal law.

ARTICLE 46. 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 who has completed his/her probationary period and has exhausted all paid leave categories. Such leave is not to exceed one hundred eighty (180) days, provided, however, that any F.M.L.A. leave utilized for the same reason as the requested leave shall be set off against the one hundred eighty (180) day period. 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 the reason(s) for requesting the leave of absence, associated documentation, and the days for which the leave is being requested.

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

SECTION 3. An employee who fails to return to duty upon completion or cancellation of a leave of absence without pay, without written explanation which has been approved by the 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 (not to exceed the six (6) month period specified in Section 1) shall submit a written application for extension of leave to the Human Resources Department no later than seven (7) calendar days prior to the expiration of the leave, specifying the reasons supporting the request. The application is subject to review and approval by the Employer.

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

SECTION VI. TERMINATION OF EMPLOYMENT

ARTICLE 47. SICK LEAVE CONVERSION

SECTION 1. At the time of formal retirement from active service with the Employer and with ten (10) or more years of prior service with the State or any political subdivision, an employee may elect to be paid in cash for twenty-five percent (25%) of his total unused accumulated paid sick leave. Such payment for sick leave on this basis shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall only be made once to any employee. The maximum payment shall not exceed thirty (30) days.

SECTION VII. MISCELLANEOUS

ARTICLE 48. SAVINGS CLAUSE

SECTION 1. It is the intent of the Employer and the Union that this Agreement comply in every respect with applicable legal statutes and applicable administrative regulations adopted pursuant thereto. If any article or section thereof is declared invalid, or in conflict, the Union shall indemnify and hold the Employer harmless. Further, the article or section thereof shall be null and void, and shall not affect the validity of the remaining sections or articles of this Agreement. In the event any article or section thereof is declared invalid or in conflict, the Employer and the Union shall meet within thirty (30) calendar days for the purpose of negotiating a lawful alternative provision.

ARTICLE 49. MODIFICATIONS

SECTION 1. Amendments and modifications of this Agreement may be made by mutual written agreement of the parties to this Agreement.

ARTICLE 50. PRINTING

SECTION 1. The County shall post the Agreement on-line and bargaining unit employees desiring one shall be given an opportunity to print a hard copy.

ARTICLE 51. EXPIRATION AND RENEWAL

This Agreement is effective upon its execution and approval by the Cuyahoga County Council, and notwithstanding any other dates referenced on the cover of the Agreement, as footers on each page or elsewhere therein, unless specifically indicated. The Agreement shall remain in full force and effect until 12:00 o'clock midnight on December 31, 2020, and shall thereafter continue in full force and effect from year to year and shall be renewed for successive years unless written notice of termination or a desire to modify or change this Agreement is given by either party at least one hundred twenty (120) days prior to the expiration date. Upon receipt of such notice, a conference shall be arranged within thirty (30) days.

ARTICLE 52: WORKPLACE HARASSMENT

SECTION 1. "Workplace harassment" is defined as (a) conduct, whether verbal, non-verbal, of physical; (b) that is based on a person's "protected characteristic"; and (c) creates an intimidating, hostile or offensive work environment that unreasonably interferes with work or negatively affects an individual's employment opportunities. Workplace harassment can occur

between co-workers, an employee and a supervisor/manager, or an employee and a non-employee who conducts business with the County.

Workplace harassment also includes “sexual harassment”, which is defined as unwelcome sexual advances, requests for sexual favors, and other verbal, non-verbal or physical conduct of a sexual nature that takes place under the following conditions: (a) submission to or rejection of this conduct is used explicitly or implicitly as a factor in decisions affecting hiring, evaluation, promotion, pay increases, termination or other aspects of employment; or (b) such conduct substantially interferes with an individual's employment or creates an intimidating, hostile or offensive work environment.

SECTION 2. “Protected characteristics” are defined as race, religion, sex/gender, national origin, sexual orientation, disability, age, ancestry, veteran or military status, or genetic information.

SECTION 3. This article is a statement of commitment to these principles and follows the provisions of the Cuyahoga County Department of Human Resources Policies and Procedures Manual on this issue.

SECTION 4. Any employee who believes he/she is being subjected to workplace harassment shall report it pursuant to the procedures contained in the Human Resources Policy and Procedures Manual. All complaints of workplace harassment shall be investigated in accordance with the County’s Human Resources Policies and Procedures Manual.

SECTION 5. Any retaliatory conduct, as defined in the County’s Human Resources Policies and Procedures Manual, is strictly prohibited and shall be reported and investigated in conformity with the procedures outlined therein.

ARTICLE 53: FITNESS-FOR-DUTY EXAMINATION

SECTION 1. If the Employer has reasonable suspicion to believe that an Employee is medically or psychologically unable to perform the essential functions 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 the essential functions of his/her position, with or without reasonable accommodation in accordance with the ADA, shall not be permitted to work and further time off duty may be charged to available sick leave, or if none, vacation leave at the Employee's request or may be designated as FMLA leave at the Employee’s or the Employer’s initiative as permitted by law. If there is substantial documentation that an employee shall not be able to return to work, or the employee has not returned to work within six (6) months, the Employee may be disability separated.

SECTION 2. An Employee relieved of duty under the preceding Section must be given medical clearance acceptable to the Employer by a licensed healthcare professional before being allowed to return to work. Such documentation must certify that the Employee is able to perform the essential functions of his/her position, with or without reasonable accommodation in accordance with the ADA. If there is a disagreement between the healthcare professionals of the Employee and Employer, then the matter shall be submitted to a third health care professional whose decision shall be final and binding. The third health care professional shall be selected through agreement of the Employee's and the Employer's healthcare providers. Cost of the third examination shall be paid by the Employer.

SECTION 3. If the Employer has reasonable suspicion that an Employee is using, soliciting or under the influence of a substance of abuse (e.g., illegal drugs or alcohol) at work, the Employee shall be required to submit to a drug/alcohol test. The Employee shall not be allowed to work pending receipt of the test results. An Employee ordered to submit to such testing shall be placed on paid administrative leave pending the results of the testing. If the test results are negative, the Employee shall be returned to work, if they are otherwise fit for duty. If the test results are positive, the Employee shall be subject to disciplinary action, up to and including removal. A negative result does not limit the potential for discipline if any offense or rule violation has occurred.

ARTICLE 54: DRIVER'S LICENSE

SECTION 1. All bargaining unit members are required to have a valid driver's license at all times, and have valid driver's/car insurance.

ARTICLE 55: PERFORMANCE OF BARGAINING UNIT WORK

SECTION 1. In the interest of the safe, effective and efficient operation of the County, the County may assign work that can be or has been assigned to bargaining unit employees to persons outside the bargaining unit, so long as it does not result in layoffs of current process servers.

FOR THE UNION

FOR THE COUNTY OF CUYAHOGA

Paul A. Jure 1/8/19
Date
AFSCME, OHIO COUNCIL 8

Armond Budish 1-30-19
Date
ARMOND BUDISH
COUNTY EXECUTIVE

[Signature] Jan 16, 19
Date
AFSCME, LOCAL 2927 - 2

Approved as to legal form: *Todd M. Ellsworth*
Todd M. Ellsworth
Assistant Law Director
Cuyahoga County
Department of Law