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COLLECTIVE BARGAINING AGREEMENT

Between

**THE CUYAHOGA COUNTY
COURT OF COMMON PLEAS**

and

**FRATERNAL ORDER OF POLICE
OHIO LABOR COUNCIL**

**FEBRUARY 1, 2014
THROUGH
DECEMBER 31, 2016**

FOP/OLC/COURT OF COMMON PLEAS
LABOR AGREEMENT

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AGREEMENT

SECTION 1: CUYAHOGA COUNTY COURT OF COMMON PLEAS, GENERAL DIVISION (hereinafter called the "Court") and the FRATERNAL ORDER OF POLICE/OHIO LABOR COUNCIL (hereinafter called the "FOP/OLC"), having engaged in discussions for the purpose of establishing harmonious employment relationships, acknowledge that this Agreement is designed to provide a fair and reasonable method by which employees covered by this Agreement can participate through their exclusive bargaining agent in the establishment of terms and conditions of their employment and to establish an orderly procedure for the resolution of differences between the Court and the members of the bargaining unit.

SECTION 2: The Court and FOP/OLC recognize that it is in the best interests of both parties and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and matures, the Court and FOP/OLC and their respective representatives at all levels will apply the terms of this Agreement fairly in accordance with its intent and meaning and consistent with the FOP/OLC's status as exclusive bargaining representative of all employees in the unit.

ARTICLE 1- RECOGNITION

SECTION 1: The Court recognizes FOP/OLC as the exclusive representative for purposes of collective bargaining with respect to matters such as wages, hours, terms or other conditions of employment of employees of the Court in the following bargaining unit.

SECTION 2: The bargaining unit shall consist of all regular full-time and regular part-time employees working the classifications or positions of Probation Officer, Receptionist, Clerk Typist and Lab Technician.

SECTION 3: The FOP/OLC shall be provided an opportunity during new employee orientation to present to new employees information on FOP/OLC. The meeting shall be scheduled by the Court.

SECTION 4: When a new bargaining unit employee is hired, the Court will inform the local FOP/OLC of the person's name, classification, title, work address and work telephone number.

ARTICLE 2 - NON-DISCRIMINATION

SECTION 1: The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination based upon age, sex, sexual orientation, genetic information, disability, marital status, race, color, creed, national origin, veteran or disabled veteran status, or union, religious, or political affiliation or non-affiliation. The FOP/OLC shall share equally with the Court the responsibility for applying this provision of the Agreement.

SECTION 2: The Court and the FOP/OLC agree that there shall be no discrimination in any form, including interference, restrain, intimidation or coercion, related to the free exercise of the following rights of bargaining unit members:

- (a) To be a member of the FOP/OLC
- (b) To not become a member of the FOP/OLC
- (c) To provide support to the FOP/OLC.

ARTICLE 3— CHECKOFF

SECTION 1: The Court will deduct dues levied from the pay of members of the bargaining unit upon receipt from the FOP/OLC of an individually signed authorization card executed by the member for that purpose and bearing the employee's signature. In the event that the authorized monthly deduction amount is to be changed, then the Association/FOP/OLC shall notify the Court in writing at least thirty (30) days prior to the requested effective date of the change.

SECTION 2: An employee shall have the right to revoke such authorization by giving written notice to the Court and FOP/OLC at any time during the last fifteen (15) days of each year. The Court's obligation to make deductions shall terminate automatically upon timely receipt of a revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

SECTION 3: All authorized deductions will be made from the member's pay on a regular monthly basis in the first paycheck of the month. All deductions shall be transmitted to the FOP/OLC no later than the 15th workday following the end of the month in which the deduction is made together with a list of the members of the bargaining unit from whose pay such deductions have been made, and upon receipt the Association/FOP/OLC shall assume full responsibility for the disposition of all funds deducted.

SECTION 4: Such sums deducted from a bargaining unit member's pay, accompanied by a list of bargaining unit members from whose pay they have been deducted and the amount deducted, shall be forwarded to F.O.P./O.L.C., 222 East Town Street, Columbus, Ohio 43215-4611.

SECTION 5: The FOP/OLC shall indemnify and hold the Court, its employees and any of its agents harmless against any and all claims, demands, suits, and other forms of liability that may arise out of, or by reason of actions taken or not taken by the Court and/or FOP/OLC for the purpose of complying with any of the provisions of this Article, or in reliance on any notice or authorization form furnished under any of the provisions of this Article.

ARTICLE 4 - FAIR SHARE FEE

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

SECTION 2: Any future bargaining unit employee who does not make application for union membership within sixty (60) days after being employed shall, as a condition of employment pay to the Union through payroll deduction a fair share fee as a contribution toward the administration of this Agreement. Such deductions shall go into

effect at the start of the month following the 60th day.

SECTION 3: The fair share fee amount shall not exceed the monthly union dues and shall be certified to the Employer by the Treasurer of the Local Union. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require authorization for payroll deduction. Payment to the Union for fair share fees shall be made in accordance with regular dues deduction as provided in Article 5 of this Agreement.

SECTION 4: The Union will indemnify and save the Employer from any action growing out of the deductions made by the Employer hereunder and commenced by an employee against the Employer (or against the Employer and the Union jointly).

SECTION 5: All employees who are not members of the Union shall have all rights and privileges set forth in Ohio Revised Code, Section 4117.09(C) pertaining to political expenditures by the Union.

ARTICLE 5— MANAGEMENT RIGHTS

SECTION 1: Unless the Court agrees otherwise in this Agreement, nothing in Chapter 4117 of the Revised Code impairs the rights and responsibilities of the Court 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 Court, standards of services, its overall budget, utilization of technology and organizational structure;
2. Direct, supervise, evaluate or hire employees;
3. Maintain and improve the efficiency and effectiveness of its operations;
4. Determine the overall methods, process, means, or personnel by which its operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause or layoff, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the workforce;
7. Determine the overall mission of the Court as a unit of government;
8. Effectively manage the workforce;

9. Take actions to carry out the mission of the Court as a governmental unit.

SECTION 2: The Court is not required to bargain on subjects that are not addressed in this Agreement, except as affect wages, hours, terms and conditions of employment. Unless otherwise modified by this Agreement, the parties shall be subject to all rights, protection, and obligations of the Court's Personnel Policies and Procedures Employee Handbook.

SECTION 3: Amendments and modifications of this Agreement may be made during the term of the agreement by mutual written agreement of the parties to this Agreement. When the parties engage in mid-term bargaining, mediation shall be the parties' exclusive impasse resolution process prior to any party declaring final impasse, unless the parties mutually agree in writing to another impasse resolution process.

ARTICLE 6— NO STRIKE NO LOCKOUT

SECTION 1: The Court and the FOP/OLC agree that any and all differences arising under this Agreement shall be resolved by peaceful and appropriate means without any interruption of the Court's programs and operations. Specifically, there shall be no strikes, slowdown, blue-flu, picketing, or boycott in any form whatsoever which involve the FOP/OLC, or employees. Moreover, the FOP/OLC further agrees that at no time shall it call or sanction any strike, picketing, slowdown, or any interruption of the normal operations of the Court.

SECTION 2: The Court agrees that during the term of this Agreement it shall not lockout any bargaining unit members covered by this Agreement.

ARTICLE 7— LABOR MANAGEMENT COMMITTEE

A Labor/Management Committee shall be established to discuss matters of mutual concern within the Court consisting of an equal number of Court representatives and FOP/OLC representatives. The parties shall meet not less than once every three (3) months, unless otherwise mutually agreed.

ARTICLE 8— GRIEVANCE PROCEDURE

SECTION 1: The employees covered by this Agreement shall have access to the same grievance procedure that is included in the Court's Personnel Policies and Procedures Employee Handbook. In the event the Court modifies or changes the Grievance Procedure, the Court agrees to contact the FOP/OLC in accordance with Article 16.

SECTION 2: In addition to the Grievance Step process as set forth in the Cuyahoga County Common Pleas Court Personnel Policies and Procedures Employees Handbook, as a final step, bargaining unit members may submit the grievance to the Court of Appeals, for mediation through the Court's mediation staff, or, with the Court Administrator of the Court of Appeals.

ARTICLE 9— SENIORITY

SECTION 1: Unless otherwise specifically provided herein, seniority for employees shall be that employee's length of service from the original date of placement in as specific bargaining unit job classification within the bargaining unit. 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.

SECTION 2: An Employee who leaves a position in the bargaining unit, but later returns to a position within the bargaining unit, shall have his/her name restored to the seniority list with all seniority held at the time of leaving, but without accumulation during the period of absence from the bargaining unit.

SECTION 3: Seniority shall be broken and an employee's employment with the Court shall cease when an employee:

- (a) Quits or resigns
- (b) Is discharged for just cause
- (c) Is laid off for a continuous period exceeding eighteen (18) months
- (d) Is absent without notice for three (3) consecutive workdays
- (e) Fails to report for work when recalled from layoff within fourteen

(14) workdays from the date on which the Court delivers the employee notice via certified mail (to such employee's last known address as shown on the Court's records), unless an employee requests within this fourteen workday period additional time, up to three workdays to report. Employees are responsible for notifying the Court of any change in their address.

ARTICLE 10— HOURS OF WORK AND OVERTIME

SECTION 1: Flex-time: All bargaining unit employees shall be eligible for any/all flex-time options provided by the Court or established in the Cuyahoga County Common Pleas Court Personnel Policies and Procedures Employees Handbook. Requests for flex-time shall be considered based on the operational needs of the Court and shall not be unreasonably denied.

SECTION 2: Breaks: All bargaining unit employees shall be eligible for and receive any/all breaks provided by the Court to non-bargaining unit employees as stated in the Court's Personnel Policies and Procedures Employees Handbook.

SECTION 3: If the Court requires employees to change their regular work hours to work on weekends or on a different shift, it shall first canvass the employees who normally perform the work for volunteers. If there are insufficient volunteers, the Court shall assign the weekend or off-shift schedule by seniority among the employees who normally perform the work. The least senior employee shall be selected first.

ARTICLE 11— WAGES

SECTION 1: A step-system was adopted as set forth in Appendix A. On the last pay period in December, 2015, (i.e. December 26) a singular adjustment shall be made to the "frozen" step chart. Employees that achieve at least a "meets expectations" status in all categories of their upcoming job performance evaluation shall be "slotted" into the appropriate step (or steps) as of the maturation date of December 26, 2015 only. After that date, the step increases will again be "frozen" until the 2016 wage reopener negotiations.

Although the COLA percentage increases will be implemented according to the dates as set forth herein, the pay increases resulting from the December 26, 2015 step adjustment will be reflected in the first pay period in January, 2016.

SECTION 2: An across the board cost of living increase is not intended to include Step increases or longevity increases based on years in a non-bargaining classification and increases of this kind shall not trigger the agreement stated above.

For 2014, there shall be a COLA wage rate increase of two percent (2%), effective February 1, 2014.

For 2015, there shall be a COLA wage rate increase of two percent (2%), effective February 1, 2015.

For 2016, there shall be a wage reopener. The parties shall reconvene no later than November 30, 2015 for the purpose of negotiating wages for 2016. Notices to negotiate may be conducted via electronic communication.

SECTION 3: Employees who are required by the Court to perform the services of interpreting or signing shall receive a \$1000.00 bi-lingual pay supplement in addition to their basic wage rate for the performance of such services. The Court shall determine who receives a bi-lingual supplement.

ARTICLE 12— INSURANCE

The Court agrees that all bargaining unit employees shall be eligible for and receive any/all Health Insurance provided by the Court to non-bargaining unit employees.

ARTICLE 13— HOLIDAY OBSERVANCE

The Court agrees that all bargaining unit employees shall be eligible for and receive any/all holidays provided by the Court to non-bargaining unit employees.

ARTICLE 14— VACATION LEAVE

The Court agrees that all bargaining unit employees shall be eligible for and receive any/all vacation leaves provided by the Court to non-bargaining unit employees.

ARTICLE 15— CURRENT PRACTICES

Prior to the effective date of a substantive change in the Cuyahoga County Common Pleas Court Personnel Policies and Procedures Employees Handbook that effects terms and conditions of employment, the Court Administrator and/or his designee will provide the Union reasonable opportunity to meet and discuss such change if the Union desires.

ARTICLE 16— HEALTH & SAFETY

The Court and FOP/OLC agree that the health and safety of all employees is a matter of

the highest importance, and that each will promote and encourage health and safety in all matters, including safe working conditions. Issues of Health and Safety are appropriate subjects for discussion at Labor/Management Committee meetings. If the Union desires to have additional employees attend Labor/Management Committee meetings to discuss health and safety issues and provides advance notice, such attendance shall not be unreasonably denied.

ARTICLE 17— BULLETIN BOARDS

SECTION 1: The Court shall furnish bulletin boards at locations mutually agreed upon by the FOP/OLC and Court for the exclusive use of the FOP/OLC. The FOP/OLC shall designate representatives who shall be responsible for the posting of notices and shall notify the Court of the identity of those representatives.

SECTION 2: The use of the bulletin board will be for posting notices regarding the business of the FOP/OLC. Notices or announcements shall not contain any statements critical of the Court or any of its employees. The Court Administrator or his or her designee shall notify the President of the FOP/OLC in the event disputed material is posted and such posting shall be immediately removed.

ARTICLE 18 – LAYOFFS

SECTION 1: When it becomes necessary to reduce the working force of the Court, due to a lack of funds, lack of work, or reorganization for the efficient operation of the Court, bargaining unit employees shall be laid off in the affected classification based upon seniority with the Court, with the least senior employees in the affected classification being laid off first.

SECTION 2: Regular full-time employees shall be given a minimum of fourteen (14) calendar days in advance written notice of layoff indicating the circumstances which make the layoff necessary. At the Union's request, the Employer shall meet and discuss with the Union the necessity of the layoff.

SECTION 3: In the event an employee is laid off, he shall receive payment for earned but unused vacation as quickly as possible, but no later than fourteen (14) days after layoff.

SECTION 4: Unless otherwise determined by the Employer based on operational needs, laid off employees shall be recalled to their former classifications based on seniority, with the most senior employee on the recall list for that classification being recalled first. An employee on layoff will be given fourteen (14) calendar days notice of recall from the date on which the Employer sends the recall notice to the employee, by certified mail, to his last known address (as shown on the Employer's records). Recall rights shall expire eighteen (18) months from the employee's first effective date of layoff.

SECTION 5: While any bargaining unit employees are on layoff status, the Court shall not increase the use of interns for the purpose of performing the work of the laid off bargaining unit employees.

ARTICLE 19 – FMLA

SECTION 1: The Court agrees to comply with all applicable provisions of the Family Medical Leave Act of 1993 ("FMLA"), and the Americans with Disabilities Act of 1990.

SECTION 2: The Court 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 20 – LEAD OFFICER

SECTION 1: As compensation for additional duties performed by Lead Officers, any bargaining unit members selected as Lead Officers shall receive an annual one-time lump sum payment of one thousand forty dollars (\$1040.00), payable the first pay period in December, provided that such bargaining unit member served as Lead Officer for a minimum of six (6) months within the calendar year. For those bargaining unit members who serve as Lead Officers less than six (6) months of the calendar year, such payment will be prorated based upon the number of months served.

SECTION 2: In order to receive Lead Officer compensation, the Lead Officer's evaluation must meet or exceed evaluation criteria in all categories as outlined in the annual Performance Review, including the Supervisor portion.

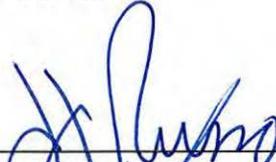
SECTION 3: Lead Officer compensation shall be paid in a one-time lump sum and shall not affect the base hourly wage rate.

SECTION 4: The total number of Lead Officers shall not exceed fifteen (15) employees.

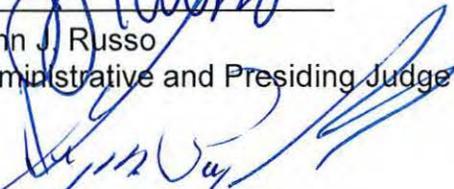
ARTICLE 21— DURATION

It is mutually agreed and understood that this Agreement remains in full force and effect in accordance to its terms and conditions until December 31, 2016. A meeting between the parties will be held no later than thirty (30) days prior to the termination date of this Agreement to determine future arrangements. By signing below, the parties cause this Agreement to become effective February 1, 2014.

For the Court:

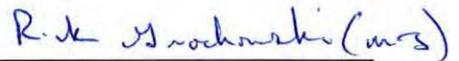


John J. Russo
Administrative and Presiding Judge

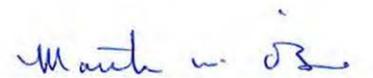


Greg Popovich
Court Administrator

For the Union:



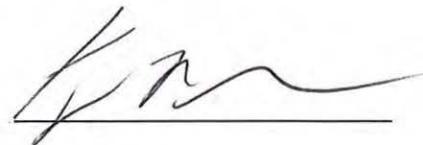
R. De Mochowski (Mrs)
FOP/OLC



FOP/OLC



Eureka Group
FOP/OLC



FOP/OLC

For the County:



Edward FitzGerald
County Executive

APPENDIX A

Probation Officer & Laboratory Technician Step Structure

Service	Current	2% Rate Effective 2/1/2014	2% Effective Date 2/1/2015
0 < 2 Years	36,709.29	37,443.48	38,192.35
2 < 5 Years	40,038.04	40,838.80	41,655.58
5 < 10 Years	43,365.65	44,232.96	45,117.62
10 < 15 Years	50,046.12	51,047.04	52,067.98
15 < 16 Years	53,970.24	55,049.64	56,150.64
16 or More Years	57,894.35	59,052.24	60,233.28

Clerical and Laboratory Assistant Step Structure

Service	Current	2% Rate Effective 2/1/2014	2% Effective Date 2/1/2015
0 < 4 Years	27,672.62	28,226.07	28,790.59
4 < 9 Years	30,248.96	30,853.94	31,471.02
9 or More Years	38,644.41	39,417.30	40,205.64

APPENDIX B

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CUYAHOGA COUNTY COURT OF COMMON PLEAS
AND
FRATERNAL ORDER OF POLICE
OHIO LABOR COUNCIL
PERSONAL LEAVE**

The above referenced parties recently completed a three year successor contract negotiations that shall amend the labor agreement which is in effect for the period from February 1, 2014 through December 31, 2016. This memorandum of understanding shall be effective upon ratification of the Collective Bargaining Agreement by both parties and shall terminate on December 31, 2016.

Each bargaining unit member shall receive two (2) personal days to be used during calendar year 2014 and two (2) personal days to be used during calendar years 2015 and 2016. Said days shall be only used in no less than eight (8) hour increments and cannot be carried over into a subsequent year. In order to utilize these personal days each bargaining unit member is required to provide his/her supervisor with a minimum of forty eight (48) hours notice, unless otherwise agreed to by the bargaining unit member and supervisor. Personal days are not eligible for cash out.

APPENDIX C

MEMORANDUM OF UNDERSTANDING BETWEEN

CUYAHOGA COUNTY COURT OF COMMON PLEAS GENERAL DIVISION

AND

**FRATERNAL ORDER OF POLICE
OHIO LABOR COUNCIL**

RE: PRIOR COURT SERVICE CREDIT

For purposes of this Agreement, the following bargaining unit employees will receive a one-time service credit adjustment, up to a maximum of five (5) years, for their prior service with the Cuyahoga County Court of Common Pleas, General Division. This service credit adjustment shall only apply to these listed bargaining unit employees and shall not affect the accumulation of service credit for any other employee moving forward. The parties agree that any future step movement will be based on the merit based requirements set forth in Article 11 of the CBA and the service credit earned in the employee's job classification within the bargaining unit.

<i>PROBATION OFFICERS WITH PRIOR COURT SERVICE</i>	<i>Start Date as Probation Officer</i>	<i>Adjusted Start Date including prior court service (max 5 yrs)</i>	<i>Extra Service Credit Recognized</i>
Mooney, Meghann O.	15-Nov-12	15-Nov-07	5.0
Johnson, Alex V.	03-Jun-13	03-Jun-08	5.0
Burens, John C.	03-Jun-13	03-Jun-08	5.0
Rahm, Michael T.	03-Jun-13	06-Dec-10	2.5
Colbert, Rachel W.	06-Dec-10	06-Dec-05	5.0
O'Brien, Matthew W.	11-Aug-08	18-Jan-05	3.6
Malik, Timothy	29-Nov-04	22-Mar-04	0.7
Becker, Erin E. (60)	09-Nov-09	27-Jun-05	4.4
Urbancich, Mathew J.	29-Jan-01	22-Feb-00	0.9
Rauscher, Mary L.	31-Jul-00	31-Jul-95	5.0
Quinones, Miguel A.	29-Jan-90	11-Jul-88	1.6
Oliver, Floyd B.	15-Jul-96	15-Jul-91	5.0
Stroh, Gerianne A.	06-Jan-86	15-Jan-85	1.0
Kazy, Brian C.	19-Jun-08	31-Jan-08	0.4
LaBanc, Amanda	29-Aug-11	26-Apr-10	1.3
Hawthorne, Kubaza	05-Dec-11	08-Nov-10	1.1
Wherry, Stephanie	02-Jun-97	12-Nov-95	1.6

APPENDIX D

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CUYAHOGA COUNTY COURT OF COMMON PLEAS, GENERAL DIVISION
AND
FRATERNAL ORDER OF POLICE
OHIO LABOR COUNCIL**

RE: MERIT BASED STEP INCREASE

In an effort to clarify the merit based Step Increase process as identified in Article 11, Section 1, an employee that does not achieve at least a "meets expectations" status in all categories of their job performance evaluation (in 2015) will have the opportunity to undergo a re-evaluation within six (6) months of the date of the last evaluation.

Upon re-evaluation, if the employee has achieved at least a "meets expectations" in all categories of their job performance evaluation, then the Step Increase will be applied. In addition, at any time prior to the six month re-evaluation, the employee may request to meet with the Human Resource Director to discuss and review the performance evaluation with the employee and his or her supervisor.

In the event that the Court revises the current performance evaluation process and/or standards, a "meets expectations" or its equivalent will be maintained and utilized for purposes of job performance evaluation. The parties agree that a labor management meeting will be conducted prior to implementation of any anticipated changes in current performance evaluation process and/or standards.

Prior to the next job performance evaluation in 2014, the Court will complete specialized training for all supervisors relative to performance evaluations.