

**AMENDMENT TO THE
COLLECTIVE BARGAINING AGREEMENT**

BETWEEN

COUNTY OF CUYAHOGA

And,

COMMUNICATIONS WORKERS OF AMERICA

Local 4340

**(CLERK'S BARGAINING UNIT AT SHERIFF'S
DEPARTMENT)**

01/01/2021 – 12/31/2023

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Article 12: WAGES

SECTION 1. ~~Effective the first date of the first full pay period in January 2021, each step of the respective wage schedules for bargaining unit Employees shall be increased by two percent (2%) as follows:~~

~~a) Sheriff's Clerk~~

~~Pay Level 1: Imaging, Scanning Clerks, and Mailroom Clerks~~

Start	1	2	3	4
\$14.55	\$15.32	\$16.12	\$16.89	\$17.23

~~Pay Level 2: All other Sheriff's Clerks (Records Checks Clerks; Data Systems Clerks; Deeds Clerks, Fiscal Services; Clerks assigned to the Office of the Warden or Administration; Evictions/Executions Clerks; Release Clerks; Lien/Foreclosure Cashiers; Leads Clerks; Warrants Clerks; Commissary Clerks; Communication Clerks, Transportation Clerks; Lead Clerk, designated cross-trained Lead Clerk in Civil Writs; Identification Technician Clerks)~~

Start	1	2	3	4
\$15.61	\$16.45	\$17.30	\$18.14	\$18.50

~~b) Administrator Coordinator~~

Start	1	2	3	4
\$18.13	\$18.59	\$19.07	\$19.56	\$20.04

~~c) Data Systems Programmer / Data Systems Technician~~

Start	1	2	3	4
\$23.79	\$24.27	\$24.85	\$25.35	\$25.86

SECTION 2. ~~Effective the first date of the first full pay period in January 2022, each step of the respective wage schedules for bargaining unit Employees shall be increased by two percent (2%). In addition, as an equity adjustment, each step of the wage schedule for Sheriff's Clerks in Pay Level 2 only shall be increased by \$.50 after application of the two percent (2%) increase. The respective 2022 wage schedules for bargaining unit Employees are as follows:~~

~~a) Sheriff's Clerk~~

~~Pay Level 1: Imaging, Scanning Clerks, and Mailroom Clerks~~

Start	4	2	3	4
\$14.84	\$15.63	\$16.44	\$17.23	\$17.57

~~Pay Level 2: All other Sheriff's Clerks (Records Checks Clerks; Data Systems Clerks; Deeds Clerks, Fiscal Services; Clerks assigned to the Office of the Warden or Administration; Evictions/Executions Clerks; Release Clerks; Lien/Foreclosure Cashiers; Leads Clerks; Warrants Clerks; Commissary Clerks; Communication Clerks, Transportation Clerks; Lead Clerk, designated cross-trained Lead Clerk in Civil Writs; Identification Technician Clerks)~~

Start	4	2	3	4
\$16.42	\$17.28	\$18.15	\$19.00	\$19.37

~~b) Administrator Coordinator~~

Start	4	2	3	4
\$18.49	\$18.97	\$19.46	\$19.95	\$20.44

~~c) Data Systems Programmer / Data Systems Technician~~

Start	4	2	3	4
\$24.26	\$24.75	\$25.34	\$25.85	\$26.37

AMENDMENT: Effective the first day of the first full pay period following the ratification of this Amendment by Cuyahoga County Council, the above wage schedules for Sheriff's Clerk (Pay Level 2 only) and Administrator Coordinator shall be replaced (on a prospective/ non-retroactive basis) by the following wage schedule for the remainder of 2022:

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
\$19.08	\$19.57	\$20.04	\$20.41	\$20.78	\$21.15	\$21.50	\$21.88	\$22.25

Employees in the Sheriff's Clerk classification (Pay Level 2 only) shall be slotted from their former 2022 wage schedule into the new wage schedule as follows:

- a) Sheriff's Clerks who were in the "Start" (\$16.42) or "Step 1" (\$17.28) wage grades on the date County Council ratified this Amendment shall be slotted into the new Step 1 (\$19.08).
- b) Sheriff's Clerks who were in the "Step 2" (\$18.15) wage grade on the date County Council ratified this Amendment shall be slotted into the new Step 2 (\$19.57).

- c) Sheriff's Clerks who were in the "Step 3" (\$19.00) wage grade on the date County Council ratified this Amendment shall be slotted into the new Step 3 (\$20.04).
- d) Sheriff's Clerks who were in the "Step 4" (\$19.37) wage grade on the date County Council ratified this Amendment shall be slotted into the new Step 4 (\$20.41).

Employees in the Administrative Coordinator classification shall be slotted from their former 2022 wage schedule into the new wage schedule as follows:

- a) Administrative Coordinators who were in the "Step 4" (\$20.44) wage grade on the date County Council ratified this Amendment shall be slotted into the new "Step 5" (\$20.78).

Step progression will continue based on the Employees' respective anniversary dates.

SECTION 3. Effective the first date of the first full pay period in January 2023, each step of the respective wage schedules for bargaining unit Employees shall be increased by two percent (2%). In addition, effective the first date of the first full pay period in January 2023, a new "Step 5" shall be added to the above 2023 wage schedule for Sheriff's Clerk (Pay Level 1 only) that is 1.25% higher than the 2023 Step 4 rate. The respective 2023 wage schedules for bargaining unit Employees are as follows:

- a) Sheriff's Clerk - Pay Level 1 (Imaging, Scanning Clerks, and Mailroom Clerks)

Start	1	2	3	4	New 5
\$15.13	\$15.94	\$16.77	\$17.57	\$17.92	\$18.14

- b) Administrative Coordinator and Sheriff's Clerk - Pay Level 2 (All other Sheriff's Clerks - Records Checks Clerks; Data Systems Clerks; Deeds Clerks, Fiscal Services; Clerks assigned to the Office of the Warden or Administration; Evictions/Executions Clerks; Release Clerks; Lien/Foreclosure Cashiers; Leads Clerks; Warrants Clerks; Commissary Clerks; Communication Clerks, Transportation Clerks; Lead Clerk, designated cross-trained Lead Clerk in Civil Writs; Identification Technician Clerks)

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
\$19.46	\$19.96	\$20.44	\$20.82	\$21.19	\$21.57	\$21.93	\$22.32	\$22.70

c) Data Systems Programmer / Data Systems Technician

Start	1	2	3	4
\$24.75	\$25.25	\$25.85	\$26.37	\$26.90

SECTION 4. During each year of this Agreement, step progression along the above wage schedules shall occur on the Employee's anniversary date with the bargaining unit and shall continue annually thereafter.

Article 26: GRIEVANCE PROCEDURE

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

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

SECTION 3. A grievance may be brought by any Employee covered by this Agreement. When the Union and Employer agree that a grievance affects a group of Employees, or the entire bargaining unit, arising from the same event and/or set of facts, it shall be known as a "policy grievance". A "policy grievance" shall be captioned as such on the face of the grievance and filed at Step 2 of the Grievance Procedure by any steward within ten (10) working days of the event giving rise to the grievance.

SECTION 4. The written grievance shall be submitted on a grievance form and shall contain the following information [note: "policy grievances" must contain subsections (d), (f), (g), (h) and (i)]:

- 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; and
- i) the remedy requested to resolve the grievance.

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

SECTION 6. An Employee may elect to have a Union steward present at any step of the formal grievance process. A Union steward who is to accompany the Employee at any step of the grievance process must inform the Employer of such at least twenty-four (24) hours prior to each scheduled meeting date and time. It is the responsibility of the Employee to notify the Union steward of each meeting date and time.

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 Employee's immediate supervisor within ten (10) 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 provide a written response to the Employee, via a form created and approved by the Employer, which indicates whether the grievance is granted or denied via a checkmark in the applicable box on the form. 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 2.

STEP 2 – Department of Human Resources

The Employer's administrative designee shall forward the Employee grievance to the Department of Human Resources assigned to the Sheriff's Department, who shall schedule a formal meeting to be held within fifteen (15) working days of the receipt of the grievance with the Employee who filed the grievance and a Union steward. Prior to this meeting taking place, the Human Resources designee shall make an investigation of all allegations contained in this grievance. Within fifteen (15) working days of the above meeting, the Human Resources designee, shall provide the Employee and a steward with a written response to the grievance.

STEP 3 - Arbitration

If the grievance is not answered to the Union's satisfaction in Step 2, the Union may make written request that the grievance be submitted to final and binding arbitration. Requests for arbitration must be submitted to the County Department of Law within thirty (30) working days following the date the Union received the Employer's Step 2 response. In the event the grievance is not referred to arbitration within such time limit, the grievance shall be considered resolved based upon the answer given by the Employer in Step 2.

SECTION 8. Failure by the Employer or the Employer's agent to timely answer a grievance at any step after Step 1 of the procedure shall result in the grievance being advanced to the next step.

SECTION 9. 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, 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. Failure to make a timely request for a list of arbitrators shall constitute a resolution of the grievance based upon the Employer's Step 3 response.

Within ten (10) working days of receipt of the list of arbitrators, 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 proposed 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 so selected shall be advised of selection within ten (10) working days after the selection is made and requested to provide available hearing dates. In no event shall the date of 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 to determine whether any provision of the Agreement has been violated by an interpretation or application of the Agreement. Back pay awards may not be retroactive to any period preceding the date on which the grievance was submitted to the first applicable step of the grievance procedure. The arbitrator shall render a decision within thirty (30) days from the last date evidence was submitted unless additional time is requested and mutually agreed to by the parties.

SECTION 10. The arbitrator's fees and expenses shall be borne by the losing side of the arbitration, as determined by the arbitrator.

SECTION 11. Notwithstanding any of the above language in this Article, in no case where the alleged economic amount in dispute is less than one thousand and five hundred dollars (\$1,500.00) will arbitration be a viable option in the Grievance Procedure unless such case concerns zero economic damages and/or wages. In addition, arbitration remains a viable option in the Grievance Procedure for disciplinary action, except for written or verbal warnings, written or verbal reprimands, and/or working suspensions.

Article 27: 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, excluding overtime hours, not to exceed one hundred twenty (128) hours in a calendar year. 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. Employees who are unable to report for work, and who are not on a previously approved absence, shall notify the Employer at least thirty (30) minutes before the start of their shift, unless emergency conditions prevent such notification. In the event of an anticipated extended absence in excess of three (3) consecutive work days, the Employee shall notify the Department of Human Resources of the absence and the estimated duration of same as soon as possible.

SECTION 3. Sick leave usage must be requested for a minimum of one (1) hour.

SECTION 4. With 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 Employee's immediate family where the Employee's presence is reasonably necessary for the health of the affected family member;
- 2) 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;
- 3) For purposes of this article, definition of "immediate family" shall include: spouse, child, stepchild, mother, father, mother-in-law, father-in-law, grandparents, and grandchildren.

SECTION 5. The Employee shall submit a signed, written statement to the Employer for the request and justification of sick leave upon returning to work through the County's web based timekeeping system (currently MyHR). Falsification of either the signed statement or a physician's certificate or application for use of sick leave with the intent to defraud shall be grounds for disciplinary action, up to and including dismissal.

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

SECTION 6. An Employee who engages in the pattern use of sick leave shall be warned by the Employer before being subject to discipline. A pattern use of sick leave shall include, but not be limited to: consistent and repeated periods of sick leave usage before and/or after holidays, vacation days, regular days off; after pay days; absence related to overtime assignments; partial days; or a continued pattern of maintaining zero or near zero leave balances. The Employer may require Employees who have been warned and/or disciplined for such conduct to submit medical documentation for the future use of sick leave.

SECTION 7. Unless otherwise approved by the Employer, only accumulated sick leave may be utilized for compensation of an approved absence(s) as defined in Section 4 of this article.

SECTION 8. Any Employee who uses no sick time, and has no attendance violations, as defined by the Employer's Attendance Control Policy, for a six month period (January 1- June 30 / July 1 – December 31) will be permitted to convert five (5) sick days to five (5) vacation days, to be used in accordance with the provisions of the "Vacation Leave" article.

Article 28: FITNESS-FOR-DUTY EXAMINATION

SECTION 1. If the Employer has reasonable suspicion to believe that an Employee is medically or psychologically unable to perform all of the duties of the Employee's position, the Employer may relieve the Employee from duty. If relieved from duty, the Employee shall be placed on paid administrative leave and the Employer shall pay the costs of a medical or psychological examination that is required by the Employer. An Employee found by the qualified medical professional selected by the Employer to have a medical or psychological disorder, condition, syndrome, or is otherwise unable to perform the Employee's duties shall

not be permitted to work and further time off duty may be charged to any applicable sick leave or vacation leave at the Employee's request or may be designated as FMLA leave at the Employer's initiative as permitted by law.

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

SECTION 3. The Employer shall institute a disability separation in accordance with its Personnel Policies and Procedures Manual (Employee Handbook) if an Employee has not submitted medical clearance acceptable to the Employer certifying that the Employee is able to perform the duties of the Employee's position, with or without a reasonable accommodation, within six (6) months after the Employee has been relieved from duty under Section 1 of this Article. If an Employee submitted medical certification within the six (6) month period but the Employer's qualified medical professional disagrees with that certification, the Employer shall not issue a disability separation unless and until the third examination required under the preceding section is complete and the results and conclusions of that examination deem that the Employee is unable to perform all of the duties of the Employee's position, with or without a reasonable accommodation.

NEW Article: DRUG/ ALCOHOL TESTING

SECTION 1. Reasonable Suspicion Drug/ Alcohol Testing:

In the event that a supervisor has reasonable suspicion that an Employee is either mentally or physically impaired due to the use of illegal drugs, alcohol, chemical or harmful intoxicants, or any other cause, the Employee shall not be allowed to work pending further testing. 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 the test results are positive, the Employee may be subject to disciplinary action, up to and including removal. A pre-disciplinary hearing will be held within ten (10) working days of receipt of the test results; the Employee may be continued on paid administrative leave pending the pre-disciplinary hearing.

As used in this Article, "Chemical or harmful intoxicants" shall be defined as substances which are prohibited by the Ohio Revised Code and/or federal law.

SECTION 2. Post-Vehicular Accident Drug/ Alcohol Testing:

In the event that an Employee is involved in a vehicular accident where the Employee is the operator of the vehicle the Employee shall immediately contact a Deputy Sheriff supervisor. The supervisor shall determine whether testing is warranted. If testing is required as a result of the provisions in this Article, the Employee ordered to submit to such testing shall be placed on paid administrative leave pending the results of the testing. If the test results are negative, the Employee shall be returned to work. If the test results are positive, the Employee may be subject to disciplinary action, up to and including removal.

For purposes of this Article, a "vehicular accident" is a motor vehicle accident that occurs in the course of County business in a private or rental vehicle or in a County vehicle at any time that results in property damage of more than \$2,500.00 and/or physical injury to any persons involved in the accident requiring emergency medical transport.

SECTION 3. Random Drug/ Alcohol Testing:

Employees are subject to "random" drug and alcohol testing at the following percentage:

Employees will be subject to a random test at a rate of ten percent (10%) per annum out of the pool of all bargaining unit Employees. The County will contract with an independent third party to provide random selection services through the use of a computerized random number generation program at the percentage discussed above.

As the purpose of "random" testing is to proactively keep Employees and citizens safe from the effects of drugs and alcohol in the workplace, all "random" testing of Employees will be for illegal drugs, alcohol, and/or chemical or harmful intoxicants. In an effort to ensure the accuracy, confidentiality and trustworthiness of the process, the following methodologies will be required for "random" drug and alcohol testing:

- a. Medical Review Officer:
 - i. The Medical Review Officer (MRO) must be a licensed physician in the State of Ohio. The MRO may not have any business relationship with the laboratory used for testing that causes a conflict of interest or the appearance of a conflict of interest as defined under D.O.T. guidelines.

b. Sample Collection:

- i. The collection of samples shall be performed only by health care professionals who are qualified and authorized to do such collections and meet current D.O.T. collection standards and certification requirements, operating under the direction of the MRO.
- ii. The collection site will operate using non-federal testing that follows the federal model. A sufficient sample will be collected in all cases to provide for split specimen testing.
- iii. The collection site will begin the chain of custody of all samples submitted using the federal model, identifying each specimen through use of an identifying number only with no other Employee information. Identities of each Employee will be kept in the custody of the MRO/collection site.

c. Alcohol Testing:

- i. Preliminary alcohol testing will be by a certified technician as provided for above, using an Evidentiary Breath Testing Instrument.
- ii. A preliminary test result of .04 grams per 210 liters of breath will be considered positive. Preliminary test results that are below .04 shall result in the discontinuation of testing.
- iii. Test results that are positive shall result in an immediate confirmatory test being run. The confirmatory test shall be a second breath alcohol content test unless the Employee requests a blood alcohol content test. A confirmatory test result of .04 grams per 100 ml of blood and/or .04 grams per 210 liters of breath will be considered a positive test result and reported to the MRO.

d. Laboratory Procedures:

- i. The laboratory utilized for blood and urine testing shall be designated by the County.
- ii. Strict chain of custody procedures must be followed for all samples as set by NIDA. A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. All samples must be stored in a scientifically acceptable preservation manner as established by NIDA.

- iii. All positive confirmed samples and related paperwork must be retained by the laboratory for at least one year or for the duration of any grievance, disciplinary action or legal proceedings regarding the sample, whichever is longer. At the conclusion of said period, the sample is to be destroyed along with laboratory maintained paperwork.
- iv. The laboratory is authorized to test only for the following drugs or classes of drugs: marijuana metabolites, cocaine metabolites, opiate metabolites, Phencyclidine and amphetamines. The laboratory shall test only for these substances within the limits of initial and confirmation tests as currently defined by DHHS/SAMHSA. Initial testing will consist of a preliminary immunoassay (EMIT Screen). If initial testing results are negative, testing shall be discontinued.
- v. Under this Agreement, the following cutoff levels shall be used in determining test results as positive or negative:

Drug Class.	Prelim. Cutoff	Confirm. Cutoff
Marijuana metabolites	100 ng/ml	15 ng/ml
Cocaine metabolites	300 ng/ml	150 ng/ml
Opiate metabolites	2,000 ng/ml	2,000 ng/ml
Phencyclidine	25 ng/ml	25 ng/ml
Amphetamines	1,000 ng/ml	500 /ml

- vi. All initial and confirmatory testing shall be performed at a certified laboratory and not at any individual collection site.
- vii. The laboratory will report to the MRO. Upon receipt of an initial positive test, the MRO shall investigate whether there are other alternative medical explanations. The MRO shall contact the Employee to request a valid prescription or other lawful authorization to use such substance, or to determine whether some other reasonable alternative medical explanation exists. Employees shall have 10 business days to submit such information to the MRO after being contacted. The MRO shall only report a positive result to the County in the case where both the preliminary and confirmatory test results are positive as to the same sample *and* the MRO's independent investigation provides no reasonable alternative medical explanation.
- viii. In the event that tests are altered, invalid, diluted positive or positive test results, upon request to the MRO, each covered Employee will be provided with a report of the confirmed positive results of each test that includes the types of tests conducted, the

results of each test, the detection level used by the laboratory and any other information provided to the County by the laboratory.

e. Change in Testing Procedures:

- i. The parties recognize that during the life of this agreement, there may be improvements in the technology of testing procedures providing for more accurate testing. In that event, the parties agree to meet and discuss whether this Article should be amended to include such testing procedures in lieu of the procedures set forth in this Article.
- ii. If the MRO has reported that the results of an Employee's random test are positive, the Employee may be subject to disciplinary action, up to and including removal. This section does not apply to those Employees who have independently sought treatment through any Employer's Employee Assistance Plan or private treatment/medical practitioner prior to notification of the random test. In those cases only, discipline is deferred and the Employee will be subject to proof of fitness for duty and proof of completion of affiliated treatment plans. Employees who are not fit for duty will be reviewed for separation from service, Employees who do not provide proof of completion of affiliated treatment plans may be subject to disciplinary action, up to and including removal.
- iii. Any second failed random test will result in disciplinary action, up to and including removal.

NEW Article: License/Certification

The Employer reserves the right to determine, in its sole discretion, whether an Employee is required to possess any certification and/or license, including, but not limited to, a LEADS certification, as a condition of their continued employment with the County. The Employer shall notify all Employees who are required to possess any certification and/or license as a condition of their continued employment.

Employees will immediately notify their immediate supervisor if a required certification and/or license has expired, or has been restricted, revoked, suspended, or otherwise denied by the certifying or licensing body, within twenty-four hours of the expiration, restriction, revocation, suspension, or denial.


If an Employee fails to obtain or maintain a required certification and/or license, the Employer shall provide the Employee with thirty (30) calendar days to attempt compliance before taking adverse employment action against the

Employee. If an Employee fails to obtain the required certification and/or license within this thirty (30) calendar day period, the County shall terminate the Employee.

The termination of an Employee for failure to possess a required certification and/or license is subject to the parties' Grievance Procedure, except for arbitration proceedings. The parties agree that arbitration is not a viable option for any grievances challenging the termination of an Employee for failure to possess a required certification and/or license.

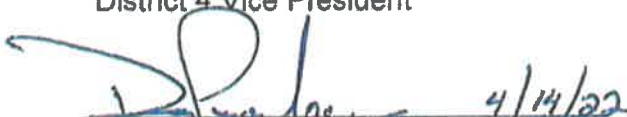
This Amendment is effective upon the date of ratification by the Cuyahoga County Council.

FOR THE UNION:


Linda L. Hinton, District 4 Vice President Date 4/17/22

FOR THE COUNTY:


Armond Budish, County Executive Date 4-20-22


David Passalacqua, President CWA, Local 4340 Date 4/14/22

Approved as to legal form: Sarah A. Nemastil
Sarah A. Nemastil
Assistant Law Director
Cuyahoga County
Department of Law

SIDE LETTER OF AGREEMENT REGARDING 2022 and 2023 COLA

For 2022 or 2023, if Cuyahoga County Council approves an across-the-board cost of living adjustment (COLA) for non-bargaining County Executive employees that exceeds two percent (2%), the 2022 or 2023 rates set forth in the Wage Article of this Agreement shall be increased to equal the across-the-board percentage increase to the COLA approved for non-bargaining employees, with the same effective date.

This Side Letter does not apply to any other compensation and/or wage increases provided to other County employees. Rather, this Side Letter is only triggered if all non-bargaining employees under the County Executive's jurisdiction receive a COLA for 2022 or 2023 that exceeds two percent (2%).

This Side Letter shall expire December 31, 2023.

FOR THE UNION:


 4/17/22

Linda L. Hinton, Date
District 4 Vice President

FOR THE COUNTY:

 9-20-22

Armond Budish, Date
County Executive

 4/15/22

David Passalacqua, President Date
CWA, Local 4340

Approved as to legal form:



Sarah A. Nemastil
Assistant Law Director
Cuyahoga County
Department of Law

County Council of Cuyahoga County, Ohio

Resolution No. R2022-0084

<p>Sponsored by: County Executive Budish/County Sheriff/Department of Law</p>	<p>A Resolution approving an Amendment to the Collective Bargaining Agreement between Cuyahoga County and Communication Workers of America, Local 4340, Sheriff's Department Bargaining Unit, representing approximately 38 employees in various classifications at the Sheriff's Department, including the Sheriff's Clerk classification, for the period 1/1/2021 - 12/31/2023; directing that funds necessary to implement the Amendment to the Collective Bargaining Agreement be budgeted and appropriated; authorizing the County Executive to execute the Amendment to the agreement and all other documents consistent with this Resolution; and declaring the necessity that this Resolution become immediately effective.</p>
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WHEREAS, the Cuyahoga County Department of Law on behalf of the County of Cuyahoga (hereinafter collectively referred to as "County"), has been engaged in collective bargaining negotiations with the Communication Workers of America, Local 4340, Sheriff's Department Bargaining Unit (hereinafter referred to as "CWA Local 4340"), in an effort to amend the Collective Bargaining Agreement ("CBA") for the period of 01/01/2021-12/31/2023, covering approximately 38 employees in various classifications at the Sheriff's Department, including the Sheriff's Clerk classification; and

WHEREAS, the parties have met in a concerted effort to negotiate terms and have reached a tentative agreement on an Amendment to the Collective Bargaining Agreement; and

WHEREAS, the Cuyahoga County Sheriff's Department ("Sheriff's Department") has experienced difficulty hiring and retaining employees to serve in the Sheriff's Clerk classification, and the proposed Amendment to Article 12 (Wages) is intended to support the recruitment and retention of Sheriff's Clerks; and

WHEREAS, the remaining proposed Amendments to the Collective Bargaining Agreement are intended to support the overall mission of the Sheriff's Department and efficient and effective operations therein; and

WHEREAS, the members of the bargaining unit met and voted to ratify the proposed Amendment to the Collective Bargaining Agreement in full; and

WHEREAS, O.R.C. 4117.10 (B) requires that a public employer submit a request for funds necessary to implement an agreement, and for approval of any other matter requiring the approval of the appropriate legislative body to the legislative body within fourteen days of the date on which the parties finalize the agreement, unless otherwise specified or if the legislative body is not in session at the time, then within fourteen days after it convenes; and

WHEREAS, O.R.C. 4117.10(B) further states that the legislative body must approve or reject the submission as a whole, and the submission is deemed approved if the legislative body fails to act within thirty days after the public employer submits the agreement; and

WHEREAS, the Department of Law, the County Executive, Department of Human Resources and the County Sheriff are recommending that Council approve the proposed Amendment to the CBA for the period 1/1/2021 – 12/31/2023; and

WHEREAS, it is necessary that this Resolution become immediately effective to ensure the efficient operation of the Sheriff's Department.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:

SECTION 1. The Cuyahoga County Council hereby approves the Amendment to the CBA between Cuyahoga County and CWA Local 4340, representing approximately 38 employees in various classifications in the Sheriff's Department, including the Sheriff's Clerk classification, for the period of 1/1/2021 – 12/31/2023, and authorizes the County Executive to execute all documents consistent with this Resolution.

SECTION 2. Funds necessary to implement the CBA between the County and CWA Local 4340 shall be budgeted and appropriated.

SECTION 3. It is necessary that this Resolution become immediately effective for the usual daily operation of the County; the preservation of public peace, health or safety in the County, and any additional reasons set forth in the preamble. Provided that this Resolution receives the affirmative vote of at least eight members of the Council, it shall take effect and be in force immediately upon the earliest occurrence of any of the following: (1) its approval by the County Executive through signature, (2) the expiration of the time during which it may be disapproved by the County Executive under Section 3.10(6) of the Cuyahoga County Charter, or (3) its passage by at least eight members of Council after disapproval pursuant to Section 3.10(7) of the Cuyahoga County Charter. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

SECTION 4. It is found and determined that all formal actions of this Council relating to the adoption of this Resolution were adopted in an open meeting of the Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

On a motion by Mr. Jones seconded by Ms. Turner the foregoing Resolution was duly adopted.

Yeas: Simon, Baker, Miller, Sweeney, Tuma, Gallagher, Schron, Conwell, Turner, Stephens and Jones

Nays: None


County Council President

4/15/2022
Date


County Executive

4-18-22
Date


Clerk of Council

4-14-22
Date

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