



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CUYAHOGA COUNTY COURT OF COMMON PLEAS

AND

FRATERNAL ORDER OF POLICE OHIO LABOR COUNCIL

JANUARY 1, 2026

THROUGH

DECEMBER 31, 2028

TABLE OF CONTENTS

ARTICLE	PAGE
AGREEMENT	3
ARTICLE 1 - RECOGNITION	3
ARTICLE 2 - NON-DISCRIMINATION	4
ARTICLE 3 - CHECKOFF	4
ARTICLE 4 - MANAGEMENT RIGHTS	5
ARTICLE 5 - NO STRIKE NO LOCKOUT	6
ARTICLE 6 - LABOR MANAGEMENT COMMITTEE	7
ARTICLE 7 - GRIEVANCE PROCEDURE	7
ARTICLE 8 - SENIORITY	7
ARTICLE 9 - HOURS OF WORK AND OVERTIME	8
ARTICLE 10 - WAGES	9
ARTICLE 11 - INSURANCE	10
ARTICLE 12 - HOLIDAY OBSERVANCE	10
ARTICLE 13 - LEAVES	1 <u>1</u>
ARTICLE 15 - CURRENT PRACTICES	12
ARTICLE 16 - HEALTH & SAFETY	12
ARTICLE 17 - BULLETIN BOARDS	
ARTICLE 18 - LAYOFFS	13
ARTICLE 19 - FMLA	
ARTICLE 20 - LEAD OFFICER	14
ARTICLE 21 - PROBATIONARY PERIOD	15
ARTICLE 22 - DISCIPLINE PROCEDURE	
ARTICLE 23 - TRAINING	
ARTICLE 24 - PERFORMANCE EVALUATION PROCEDURE	
ARTICLE 25 - PERSONNEL FILES	
ARTICLE 26 - FOP REPRESENTATION	
ARTICLE 27 – DURATION	
APPENDIX A - WAGE TABLE	21
APPENDIX B - SIDE LETTER	23

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 bargaining unit employees (hereinafter referred to as "Member(s)") 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 bargaining unit employees.

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 ensure 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 Members in the bargaining 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 the Court bargaining unit employees.

<u>SECTION 2</u>: The bargaining unit shall consist of all regular full-time and regular parttime Members working the classifications or positions of Probation Lead Officer, Probation Officer, Probation Clerk, Laboratory Assistant and Laboratory Technologist.

<u>SECTION 3</u>: The FOP/OLC shall be provided an opportunity during new employee orientation to present information on FOP/OLC to new Members. The meeting shall be

scheduled by the bargaining unit Associate(s).

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 Members 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, restraint, intimidation, or coercion, related to the free exercise of the following rights of 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 process union dues deductions from the pay of Members upon receipt from the FOP/OLC of an individually signed authorization card executed by the Member for that purpose and bearing the Member's signature. In the event that the authorized monthly deduction amount is to be changed, the FOP/OLC shall notify the Court in writing at least thirty (30) days prior to the requested effective date of the change.

SECTION 2: A Member will have the right to revoke such authorization by giving

written notice to the Court and FOP/OLC. The Court's obligation to make deductions shall terminate upon timely receipt of a revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit. Each party (FOP Staff Representative and Court Administrator) will notify the other in writing of a Member who provides notice to revoke union membership. In January and July of each year, upon request, the Court will provide the FOP/OLC with a list of all Members.

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 from whose pay such deductions have been made. Upon receipt of that list, the FOP/OLC shall assume full responsibility for the disposition of all funds deducted.

SECTION 4: The sums deducted from Members' pay will be accompanied by a list of those Members and the amount deducted, and shall be forwarded to FOP/OLC, 222 East Town Street, Columbus, Ohio 43215-4611.

SECTION 5: The FOP/OLC shall indemnify and hold the Court, its Judges, 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 - 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;
- 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 Cuyahoga County Court of Common Pleas – General Division Personnel Policies and Procedures Employee's Handbook (hereinafter Court Employee's 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 5 - 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 Members. 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 Members covered by this Agreement.

ARTICLE 6 - LABOR MANAGEMENT COMMITTEE

A Labor Management Committee will continue to discuss matters of mutual concern within the Court. The parties shall meet quarterly, unless otherwise mutually agreed.

<u>ARTICLE 7 - GRIEVANCE PROCEDURE</u>

SECTION 1: The Members covered by this Agreement shall have access to the same grievance procedure that is included in the Court Employee Handbook. In the event the Court modifies or changes the Grievance Procedure, the Court will contact the FOP/OLC in accordance with Article 15, Current Practices.

SECTION 2: In addition to the Grievance Step process as set forth in the Court Employee's Handbook. Members may submit the grievance to the Court of Appeals, for mediation through the Court of Appeals Administrator as a final non-binding step. Such action shall be initiated by submitting written notice to the Common Pleas Court Administrator within thirty (30) days of the Court's written determination on the grievance.

SECTION 3: Corrective counseling is not subject to the grievance procedure. Written reprimand is only grievable up to the level of the Common Pleas Court Administrator.

ARTICLE 8 - SENIORITY

SECTION 1: Unless otherwise specifically provided herein, seniority for Members shall be defined as that Member's length of service from the original date of placement in a

specific bargaining unit job classification within the bargaining unit. A Member shall have no seniority for the probationary period, but upon completion of the probationary period, seniority shall be retroactive to the original date of placement in a specific bargaining unit job classification.

SECTION 2: A Member who leaves a position in the bargaining unit but remains as a Court employee in a non-bargaining unit position, and later returns to a position within the bargaining unit, shall have their 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 the Member's employment with the Court shall cease when a Member:

- (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; or
- (e) fails to report for work when recalled from layoff within fourteen (14) workdays from the date on which the Court provides the Member notice via certified mail (to such Member's last known address as shown on the Court's records); unless, within this fourteen (14) workday period, a Member requests additional time, not to exceed three (3) workdays to report to work. Members are responsible for notifying the Court of any change of address.

ARTICLE 9 - HOURS OF WORK AND OVERTIME

SECTION 1: Alternate Work Schedule: All Members shall be eligible for any/all alternate work schedule options provided by the Court or established in the Court Employee's Handbook. A request for an alternate work schedule shall be considered based on the operational needs of the Court and shall not be unreasonably denied. The Court will endeavor to maintain a minimum of fifty percent (50%) of the total bargaining unit positions in each unit available for members to request alternate work schedule

hours.

SECTION 2: Lunch Break: All Members shall receive the same lunch break as non-bargaining unit employees as set forth in the Court Employee's Handbook.

SECTION 3: If the Court requires Members to change their regular work hours to work on weekends or on a different shift, it shall first canvass the Members 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 Members who normally perform the work. The least senior Member shall be selected first.

ARTICLE 10 - WAGES

SECTION 1: A step-system is set forth in Appendix A. On the last pay period in December of each calendar year, a singular adjustment shall be made to the step chart. Members that achieved at least a "meets expectations" status in all categories of their annual performance review shall be "slotted" into the appropriate step as of the maturation date reached in the last pay period of December of that year (specifically December 25, 2026, December 24, 2027, and December 22, 2028). No Member will be slotted more than one step up on the step-system wage chart (Appendix A) on the maturation date reached in any one calendar year.

The General Wage Increase (GWI) percentage increases and the step adjustments will be implemented according to the dates as set forth in Section 2 herein, i.e. the first day of the first full pay period in January.

SECTION 2: An across the board General Wage 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 2026, effective the first day of the first full pay period of January 2026, there
 will be a GWI of two percent (2%);
- For 2027, effective the first day of the first full pay period of January 2027, there

will be a GWI of two percent (2%);

For 2028, there will be a reopener to determine the effective GWI.

SECTION 3: Interpreter Services - Upon written application and prior approval of the Court, Members who perform the services of interpreting or signing shall receive a one thousand five hundred dollar (\$1,500.00) bi-lingual pay supplement in addition to their basic wage rate for the performance of such services. In order to qualify for the supplement, Members must perform a minimum of eight (8) hours of interpreting/signing services within the calendar year. The Court shall determine who receives a bi-lingual supplement. Interpreting services must be logged and submitted to the Court on a monthly basis. All logging records and application for supplement must be submitted to the Court for consideration no later than November 15th of the calendar year. The pay supplement shall be made in one lump sum, payable the first paycheck in December.

SECTION 4: In addition to other forms of compensation specified herein, Probation Officers shall receive their necessary travel and other expenses from their principal place of employment for job responsibilities directly related to employment (*i.e.*, field work, NOT usual and customary commuting expenses such as daily mileage and daily parking). Request for reimbursement for actual expenses and mileage at the current IRS Standard Mileage Rate shall be obtained via Court-approved process, including submission of appropriate documentation.

ARTICLE 11 - INSURANCE

All Members shall be provided an opportunity to enroll in any/all health insurance and other benefit options made available by Cuyahoga County to non-bargaining unit employees of the Court.

ARTICLE 12 - HOLIDAY OBSERVANCE

The Court agrees that all Members shall be eligible for and receive all holidays provided by the Court to non-bargaining unit employees. If the Member is in unpaid status the day before or the day after a holiday, the Member will not be eligible for holiday pay.

ARTICLE 13 - LEAVES

SECTION 1: Vacation Leave - All Members shall be eligible for and receive any/all vacation leaves provided by the Court to non-bargaining unit employees in accordance with the Court Employee's Handbook.

<u>SECTION 2:</u> <u>Sick Leave</u> - All Members shall be eligible for and receive sick leave on the same terms and conditions as provided by the Court to non-bargaining unit employees in accordance with the Court Employee's Handbook. The Court agrees to adhere to the sick leave benefits as set forth in the Ohio Revised Code Section 124.38.

SECTION 3: Personal Day Leave: After successful completion of an employee's probationary period, all Members will be eligible for and receive personal day leave in accordance with the same terms and conditions as provided by the Court to non-bargaining unit employees. In order to utilize the personal day leave, each Member is required to provide their supervisor with a minimum of forty-eight (48) hours' notice, unless otherwise agreed to by Member and supervisor. A personal day leave will be only used in no less than eight (8) hour increments and cannot be carried over into a subsequent year. Personal day leave is not eligible for cash out.

SECTION 4: Military Leave: All Members shall be granted a leave of absence for military duty in accordance with Federal and State law.

SECTION 5: In the event the Court modifies or changes the sick and/or vacation benefits outlined in the Court Employee's Handbook, the Court agrees to contact the FOP/OLC in accordance with Article 15, Current Practices.

ARTICLE 14 - UNION LEAVE

Union Associates may be granted paid administrative leave to attend annual convention of the Union or other authorized Union activities at the discretion of the Court Administrator. Not more than five (5) Union Associates shall be granted such leave at any one time. Requests for leave shall be submitted at least two (2) weeks in advance. The Court Administrator, at their discretion, may authorize such Union leave to be with pay; however, paid Union leave shall not exceed a cumulative total of fifty (50) hours per year for all Union Associates. This provision shall not include any expenses nor reimbursement for travel, parking, lodging, etc.

ARTICLE 15 - CURRENT PRACTICES

When possible, within thirty (30) calendar days prior to the implementation of a substantive change or modification to the Court Employee's Handbook that affects terms and conditions of employment, the Court Administrator and/or their designee will meet with the Labor Management Committee to discuss such change.

ARTICLE 16 - HEALTH & SAFETY

The health and safety of all employees is a matter of the highest importance, and each party 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 FOP/OLC desires to have additional Members 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 Associate(s) representatives who shall be responsible for the posting of notices. The FOP/OLC shall notify the Court of the identity of those Associate(s).

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 their designee shall notify the FOP/OLC in the event disputed material is posted and such posting shall be removed immediately.

ARTICLE 18 - LAYOFFS

SECTION 1: If 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, Members shall be laid off in the affected classification based upon seniority with the Court, with the least senior Member in the affected classification being laid off first.

SECTION 2: Regular full-time Members will be given a minimum of fourteen (14) calendar days advance written notice of layoff, indicating the circumstances which make the layoff necessary. At the FOP/OLC's request, the Court shall meet and discuss necessity of the layoff.

SECTION 3: In the event of a layoff, affected Members shall receive payment for earned but unused vacation as quickly as possible, but no later than thirty (30) days after the effective date of layoff.

SECTION 4: Unless otherwise determined by the Court based on operational needs, laid off Members shall be recalled to their former classifications based on seniority, with the most senior Member on the recall list for that classification being recalled first. A Member on layoff will be given fourteen (14) calendar days' notice of recall from the date on which the Court sends the recall notice to the Member by certified mail to the Member's last known address (as shown on the Court's records). It is the obligation of the Member to keep the Court advised in writing of their current address and contact information which is the location that any notice (including notice of recall) is sent. Recall rights shall expire eighteen (18) months from the Member's first effective date of layoff.

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

ARTICLE 19 - FMLA

SECTION 1: The Court will 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 Members selected as Lead Officers shall receive an annual one-time lump sum payment of two thousand eighty dollars (\$2080.00), payable the first paycheck in January of the succeeding calendar year. For those Members who serve as Lead Officers less than one (1) year of the full calendar year, such payment will be prorated based upon the number of full workday(s) served.

SECTION 2: In order to receive Lead Officer compensation, the Lead Officer's annual Performance Review 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 equal the number of Court Probation Supervisors. When a Court Probation Supervisor is absent from work for more than ten (10) consecutive work days, and a Lead Officer is performing those supervisory duties, the Lead Officer shall be paid at the starting rate of pay of a Court Probation Supervisor for all hours worked during such absence.

SECTION 5: Commencing January 1, 2023, in an effort to allow opportunities for all Members to serve as a Lead Officer in their currently assigned unit, each Lead Officer shall serve for a three (3) year period and then be subject to the re-application process.

ARTICLE 21 - PROBATIONARY PERIOD

SECTION 1: Employees entering the bargaining unit, or changing classifications or positions as defined by Article 1, Section 2, are probationary employees for a period of one hundred eighty (180) calendar days. In the event the employee is absent more than three (3) consecutive workdays, the probationary period shall be tolled and will resume upon the employee's return to full duty. At the option of the Employer, the probationary period may be extended.

SECTION 2: The Court shall have sole discretion to discipline or remove such probationary employees, and those actions during the probationary period cannot be reviewed through the grievance procedure.

SECTION 3: A probationary employee shall receive an evaluation by their immediate supervisor as soon as possible after the completion of the first half of their probationary period. Each probationary employee shall receive a final probationary evaluation by their immediate supervisor before the end of the probationary period. Initial probationary periods may be extended for up to an additional one hundred eighty (180) days at the Court's discretion if the final evaluation indicates unsatisfactory progress. A probationary employee shall be entitled to FOP/OLC representation with Court Administration if the final evaluation is unsatisfactory and recommends non-retention of the probationary employee.

SECTION 4: Probationary employees are not eligible for any merit-based compensation or eligible to use accrued vacation leave during the probationary period, regardless of prior public service.

ARTICLE 22 - DISCIPLINE PROCEDURE

<u>SECTION 1</u>: Non-probationary Members covered by this Agreement shall not be disciplined except for just cause and shall have access to the discipline procedure included in the Court Employee's Handbook. In the event the Court modifies or changes the discipline procedure, the Court will contact the FOP/OLC in accordance with Article 15, Current Practices.

SECTION 2: Lead Officers who also serve as an Associate shall not represent Members in the Lead Officer's same unit during the disciplinary process. The Member may be represented by a different Associate.

ARTICLE 23 - TRAINING

All new hire, mandated, in-service and other general topic training shall be conducted in accordance with the Probation Department's Policy Manual and the usual and customary procedures. Upon assignment/transfer to any position, each Member shall receive on-the-job training from the Member's immediate supervisor. In the absence of the Member's immediate supervisor, a unit specific supervisor or Lead Officer shall provide the training. Training shall be documented and maintained in the Member's training record file. Training shall include all duties, responsibilities, tasks, policies, and procedures specific to the particular unit.

ARTICLE 24 - PERFORMANCE EVALUATION PROCEDURE

SECTION 1: Each Member, upon assignment/transfer to any position, shall receive a job description specific to that unit, including general job requirements and responsibilities and shall be provided a description or example of factors considered for each category on the performance evaluation.

SECTION 2: Performance evaluations shall be based on an objective appraisal system and shall be completed twice during the probationary period: first evaluation at or near the midpoint (90 days) of the initial probationary period and a subsequent evaluation

completed approximately thirty (30) days prior to the probationary period end date. Thereafter, evaluations shall occur on an annual basis during the Court's performance review for all Court employees in the month of November. Each performance rating shall include justification for any rating above or below "meets expectations." Evaluations shall be completed by the Member's supervisor or other supervisory personnel with full knowledge of the Member's job description, training, and job performance for the time period under consideration.

SECTION 3: Members receiving a satisfactory evaluation ("meets expectations" in all categories) may be eligible for "step increases" as specified in Article 10, Section 1. A Member who receives an unsatisfactory evaluation, shall be provided a Performance Improvement Plan and re-evaluation within six (6) months of the annual evaluation, as further described in Section 4 of this Article. The Court shall provide a list of Members receiving an unsatisfactory evaluation to the FOP/OLC no later than January 15th following completion of the evaluation process. Re-evaluations shall not begin before March 1st and will be completed no later than May 31st. The results of those re-evaluations shall be forwarded to the FOP/OLC no later than June 15th.

SECTION 4: Upon re-evaluation, if the Member has achieved at least a "meets expectations" in all categories of their annual performance evaluation, then the step increase will be applied. In addition, at any time prior to the six (6) month re-evaluation, the Member may request to meet with the Deputy Court Administrator/Director of Human Resources to discuss and review the performance evaluation with the Member and the Member's supervisor. After such meeting, the Member may submit a written request to meet with the Court Administrator to discuss the annual performance evaluation.

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 annual performance evaluations. A labor management meeting will be conducted prior to implementation of any anticipated changes in current performance evaluation process and/or standards.

SECTION 5: A supervisor shall notify a Member in writing of substandard performance on the date first known by the supervisor or as soon as practicable. Justification for all ratings below "meets expectations" must at a minimum be supported by documented evidence of notification of substandard performance and accompanying documented evidence of non-corrected performance.

SECTION 6: Performance evaluations will be based on the performance review form in existence at the time of execution of this Agreement. If the performance review form is modified, the Court will provide the FOP/OLC reasonable opportunity to meet and discuss such change. Thereafter, performance evaluations will be conducted from the new performance review form.

ARTICLE 25 - PERSONNEL FILES

Personnel files are considered "administrative documents" as defined by the applicable section of the Rules of Superintendence for the Courts of Ohio. Members shall have access to and be permitted to review the contents of their personnel files, including any files maintained for the purpose of collecting personal, training, performance evaluation, discipline, attendance and payroll information.

ARTICLE 26 - FOP REPRESENTATION

SECTION 1: Non-Court employee representatives of the FOP/OLC shall be admitted to the Court's facilities for the purpose of collective bargaining and administering this Agreement. Such visits shall be made upon providing prior reasonable notice to Court Administration and shall not interfere with the work of any employee or the operations of the Court and/or the Probation Department.

SECTION 2: The FOP/OLC shall designate a bargaining committee comprised of up to five (5) members elected by the union membership for the purposes of aiding the FOP/OLC staff representative in collective bargaining, labor/management committee discussions, and processing grievances. Of the five (5) members elected, one (1)

member shall be either a Laboratory Assistant or Probation Clerk.

SECTION 3: Members shall have the right to representation from non-employee the FOP/OLC and/or Member/ representatives of (1) Associate in pre-disciplinary conferences, disciplinary conferences, or grievance proceedings. In addition, upon request, bargaining unit members have the right to representation at investigatory interviews if the bargaining unit member has reasonable grounds to believe that the interview may be used to support disciplinary action against that member. Union Associates will not represent Members from their unit. If the FOP representative and non-unit Associate are not available at the scheduled time, the Court will reschedule the conference or proceeding.

ARTICLE 27 - DURATION

It is mutually agreed and understood that this Agreement remains in full force and effect in accordance with its terms and conditions until December 31, 2028. A meeting between the parties will be held no later than sixty (60) days prior to the termination date of this Agreement to determine future arrangements. By signing below, the parties cause this Agreement to become effective as of the date of execution, but not sooner than January 1, 2026.

For the Court:

Brendan Sheehan

Administrative and Presiding Judge

Date

Gregory Popovich Court Administrator

Date 12/14/2015

For the Union:

Otto Holm Jr.

FOP/OLC Senior Staff Representative

Date

FOP/OLC Union Associate Date 12 10 25

	1-1-11
For the County:	Michelle Hoiseth
•	FOP/OLC Union Associate
	Date
/	0
1 1/ 1-1	
Mary Har	1
Chris Ronayne	Ricardo Sanders
	FOP/OLC Union Associate
Cuyahoga County Executive	
By: Katherine A. Gallagher, Deputy Chief	Date 12/10/1025
of Staff for Operations and Community	20 - 10 - 1
Innovation pursuant to Executive Order	$\mathbf{m} \simeq \mathbf{m} \simeq \mathbf{m}$
EO2023-0003, dated July 6, 2023	111 1/1/1/1/
Date	Mikki Anderson
	FOP/OLC Union Associate
	Date 12 11 35
	1 1
	1
	Ga Ta
	Javares Green
	FOP/OLC Union Associate
	Date / 2. 11. 2025
	Mary 10 Mary 1
	FOP/OLC bargaining committee
	Date
	BUT BUT & DUT

Approved as to legal form and correctness:

Nora L. Hurley
Cuyahoga County Department of Law

20

APPENDIX A

TIER I - Probation Officer & Laboratory Technician Step Structure:

Service	Current	2% Rate Effective 1/12/2026	2% Rate Effective 1/11/2027	Wage Reopener 1/10/2028
0<4 years	\$52,353.60	\$53,414.40	\$54,496.00	\$54,496.00
4<9 years	\$64,043.20	\$65,332.80	\$66,643.20	\$66,643.20
9 or more years	\$75,691.20	\$77,209.60	\$78,769.60	\$78,769.60

TIER II - Probation Officer & Laboratory Technician Step Structure:

Service	Current	2% Rate Effective 1/12/2026	2% Rate Effective 1/11/2027	Wage Reopener 1/10/2028
0<4 years	\$54,516.80	\$55,619.20	\$56,742.40	\$56,742.40
4<9 years	\$66,206.40	\$67,537.60	\$68,889.60	\$68,889.60
9 or more years	\$77,854.40	\$79,414.40	\$81,016.00	\$81,016.00

Clerical and Laboratory Assistant Step Structure:

Service	Current	2% Rate Effective 1/12/2026	2% Rate Effective 1/11/2027	Wage Reopener 1/10/2028
0<4 years	\$40,476.80	\$41,288.00	\$42,120.00	\$42,120.00
4<9 years	\$48,568.00	\$49,545.60	\$50,544.00	\$50,544.00
9 or more years	\$56,680.00	\$57,824.00	\$58,988.80	\$58,988.80

Please note that all annual salaries have been rounded for a 26 pay period year.

Appendix A, page 1 of 2

Tier Description:

Tier I (Non-CCA/ Specialized Dockets)	 Low, Low Moderate, Moderate, Regular, CBI Supervision, Intervention Lieu Conviction (ILC), Interstate Compact, Re-Entry Court, Pretrial Homeless Shelter, ISP Misdemeanor GPS Case Monitoring Officer, GPS Jail Installer PSI writers, Expungement, Diversion Investigation
Tier II (CCA/ Specialized Dockets)	Moderate ISP
	Specialty Dockets
	Gun Violence Intervention Program, Recovery Court, Drug Court, Veterans Court, High Risk Domestic Violence
	High Risk High Risk, Extremely High Risk, Supervision GPS/ Work Release, CBCF, MHDD, Domestic Violence, Sex Offender, CBCF, Criminal Non-Support,
	Pretrial Diversion Supervision, Pretrial, Pretrial MHDD, Pretrial GPS, Jail Reduction

APPENDIX B

SIDE LETTER OF AGREEMENT REGARDING 2027 CUYAHOGA COUNTY GWI

Pursuant to Article 10, Wages, the parties have negotiated a two percent (2%) General Wage Increase (GWI) for 2027. The parties hereby further agree that if the County negotiates an across-the-board General Wage Increase (GWI) for calendar year 2027 with another bargaining unit under the authority of the County Executive that is greater than two percent (2%), then the 2027 2% GWI established in this Agreement shall be increased to equal that voluntarily agreed upon GWI.

This Side Letter shall not be invoked upon Fact Finding awards accepted or rejected by County Council or binding conciliation awards. This Side Letter excludes other components of compensation, including wage equity adjustments, and other matters with cost implications. This Side Letter applies only to across-the-board General Wage Increases negotiated by the County in a successor collective bargaining agreement.

This Side Letter shall expire on December 31, 2027.

For the Employer:	For the Union:
Dury on. Pyou	(III) + 161em
Date: 12/19/2016	Date: 12/10/25