

**AMENDMENT TO
COLLECTIVE BARGAINING AGREEMENT**

BETWEEN:

THE COUNTY OF CUYAHOGA

AND THE

**OHIO PATROLMEN'S BENEVOLENT
ASSOCIATION**

FOR THE

**CORRECTION OFFICERS'
BARGAINING UNIT**

SHERIFF'S DEPARTMENT

01/01/20 – 12/31/22

CORRECTION OFFICERS' CBA

	<u>Page</u>
SECTION I. INTRODUCTORY (NO CHANGES)	
SECTION II. UNION RELATED (NO CHANGES)	
◇	
SECTION III. WAGES & BENEFITS	
Article 14 Wages.....	2
◇	
SECTION IV. TERMS & CONDITIONS OF EMPLOYMENT	
Article 24 Overtime.....	3
Article 32 Health and Safety.....	5
◇	
SECTION V. LEAVES	
Article 47 Sick Leave.....	7
Article 52 Injury/Illness Leave.....	9
Article 54 Bereavement Leave.....	11
◇	
SECTION VI. TERMINATION OF EMPLOYMENT (NO CHANGES)	
SECTION VII. MISCELLANEOUS (NO CHANGES)	

Article 14: WAGES

~~**SECTION 1.** Annual Across the Board Increases to the wage schedule: the wage schedule for Correction Officers shall be increased by 2%, retroactive to the first day of the first full pay period in January 2020, and by 2%, effective the first date of the first full pay period in January 2021 and 2%, effective the first date of the first full pay period in January 2022.~~

SECTION 12. ~~Effective the first day of the first full pay in January of each calendar year, the wage schedule shall be: Due to the need for an equity adjustment, effective the first day of the first full pay period after the ratification of this amendment by Cuyahoga County Council, the wage schedule for the remainder of the 2021 calendar year shall be modified as follows:~~

<u>Step</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
New Hire Rate:	\$18.38	18.75	19.12	19.51
Step 1:	\$19.00	19.38	19.77	20.16
Step 2:	\$20.00	20.40	20.81	21.22
Step 3:	\$21.00	21.42	21.85	22.29
Step 4:	\$22.00	22.44	22.89	23.35
Step 5:	\$23.00	23.46	23.93	24.41
Step 6:	\$24.50	24.99	25.49	26.00

<u>Step</u>	<u>2021</u>
New Hire Rate:	\$24.00
Step 1:	\$25.00
Step 2:	\$26.00
Step 3:	\$28.00

Employees shall be slotted into the modified wage scale as follows:

- a) Employees who were in the "New Hire" wage grade on the date County Council ratified this amendment shall be slotted into the modified "New Hire" wage grade above (i.e., \$24.00).
- b) Employees who were in the "Step 1" wage grade on the date County Council ratified this amendment shall be slotted into the modified "Step 1" wage grade above (i.e., \$25.00).
- c) Employees who were in the "Step 2" wage grade on the date County Council ratified this amendment shall be slotted into the modified "Step 2" wage grade above (i.e., \$26.00).

d) Employees who were in the "Step 3," "Step 4," "Step 5," or "Step 6" wage grades on the date County Council ratified this amendment shall be slotted into the modified "Step 3" wage grade above (i.e., \$28.00).

Effective the first day of the first full pay period in January of 2022, each step of the above modified wage schedule shall be increased by two percent (2%) as follows:

<u>Step</u>	<u>2022</u>
<u>New Hire Rate:</u>	<u>\$24.48</u>
<u>Step 1:</u>	<u>\$25.50</u>
<u>Step 2:</u>	<u>\$26.52</u>
<u>Step 3:</u>	<u>\$28.56</u>

SECTION 2: Consistent with practice, during the term of this Agreement, an Employee shall advance one step on the wage schedule on each anniversary date of hire in the Correction Officer classification until the Employee reaches the maximum step.

SECTION 3: Upon ratification of this amendment by Cuyahoga County Council, all Employees shall be eligible for a \$1,000.00 "perfect attendance" bonus if they have zero absences from work and no tardies in a given payroll quarter (subject only to exceptions for vacation time that is approved seven (7) days in advance of the absence, compensatory time that is approved three (3) days in advance of the absence, and exceptions approved by the Sheriff or the Sheriff's designee for absences stemming from injuries incurred in the line of duty). For purposes of this Article, there shall be four (4) payroll quarters defined as follows: Quarter 1 (commencing on the first day of pay period 1 and concluding on the last day of pay period 7); Quarter 2 (commencing on the first day of pay period 8 and concluding on the last day of pay period 14); Quarter 3 (commencing on the first day of pay period 15 and concluding on the last day of pay period 20); and Quarter 4 (commencing on the first day of pay period 21 and concluding on the last day of pay period 26/27).

Article 24: OVERTIME

SECTION 1. An employee required to work more than forty (40) hours in any workweek shall be compensated at one and one-half (1-1/2) times his regular rate of pay or, at the employee's option, receive compensatory time credited at one and one-half (1-1/2) hours for each overtime hour worked. Employees will be provided with a weekly opportunity to state their choice of compensation. Compensated holidays, vacation or compensatory time shall be considered time worked. Employees called into work or court on a scheduled day off shall be compensated at the rate of one and one-half (1-1/2) times their regular rate of pay.

SECTION 2. Compensatory time may be accumulated up to the maximum permitted under the Fair Labor Standards Act as amended. Each employee may use up to twenty-four (24) hours of compensatory time each year for personal needs upon three (3) days'

notice, unless family or personal emergency precludes such notice. Requests for scheduling of other compensatory time shall be made in writing to the Employer at least seven (7) days in advance and approval shall not be unreasonably withheld.

Pre-approved compensatory time off can only be cancelled for a state of emergency or city emergency, not solely because it will create overtime.

Compensatory time (accumulated more than two (2) years prior to said pay period) which has not been used by the Employee shall not be subject to loss but shall be paid to the Employee by the Employer within three (3) pay periods.

SECTION 3. Except in the case of an emergency, an employee will not be required to work a consecutive period exceeding sixteen hours and fifteen minutes. It shall be the responsibility of the employee to notify the roster sergeant on a daily basis of his intention to work overtime, if overtime is available.

SECTION 4. The Employer shall equitably offer overtime to employees who have expressed the desire to work overtime using the process contained in Section 5 below.

SECTION 5. The following process shall be used in the order listed below:

First: overtime shall be offered to volunteers who are on-duty, based on seniority.

Second: in the event the number of overtime assignments exceeds the number of employees who have volunteered for daily overtime, the employees who are on a scheduled off day and present at roll-call shall be assigned by seniority.

Third: Each day, employees who have called-in to a phone line designated for this purpose and have left a voice-mail message with the phone number to be called, shall be offered overtime for that date by seniority provided the call is received at least one hour before the start of the shift.

Fourth: If there still remains a need for additional employees to work overtime, the Employer shall offer employees who have signed a volunteer overtime call-in list (and who have provided the Sheriff with a telephone number for this purpose) by seniority.

SECTION 6. If additional employees are still necessary, on-duty employees shall be required to work overtime in inverse order of seniority using a rotating list method. No employee will be forced to work more than eight (8) hours in a calendar week, nor forced on two (2) consecutive days.

SECTION 7. The Employer agrees to post and maintain the quarterly overtime list. The Union shall be provided the list within 24 hours of the request. Equitable distribution of available overtime opportunities shall be measured over each calendar quarter. Prior to the end of the quarter, the Employer shall have opportunity to rectify errors by offering overtime to employees who were inadvertently skipped in the process outlined in Section

5 above. If the Employer is unable to offer the skipped employee the same number of hours involved in the original error(s) during the quarter, said employee shall be paid the difference in hours at the overtime rate. If the same employees have been skipped more than once during a quarter because of the Employer's error, he/she shall be paid for all hours he/she was skipped during the quarter without the need to be subject to Section 5. Employees who are offered and refused overtime shall be credited with having worked the overtime. After senior employees have been credited with overtime, the Employer shall offer overtime to less senior employees.

SECTION 8. It shall be the responsibility of any employee who suspects that he has been overlooked for overtime or that this Article has been misapplied to report to the roster sergeant at the conclusion of his shift to attempt to correct any errors or misapplications.

SECTION 9. The overtime assignment procedure set forth in Sections 3 through 6 shall not apply to overtime opportunities in specialized work assignments or when the employee is required to finish a work assignment. In the event an emergency occurs, the Employer reserves the right to assign officers to temporarily meet the emergency requirements, regardless of the overtime distribution.

SECTION 10. Overtime that is mandated by the Employer but is not worked shall be considered to be an unapproved absence and subject to discipline pursuant to the Employer's Attendance Control Policy, unless management, in its sole discretion, excuses the Employee's absence.

Article 32: HEALTH AND SAFETY

SECTION 1. This article is intended to define a health and safety policy in an effort to maximize a secure working environment for all employees. The Employer, the Union, and bargaining unit members recognize their shared responsibility concerning the development and maintenance of safe conditions of employment. The parties further recognize that all employees covered by this Agreement share this responsibility for maintaining a safe workplace. All SRT members will be equipped with two (2) SRT utility uniforms, "shank vests", gas masks, pepper spray, handcuffs, utility belt and tactical boots.

SECTION 2. The Employer shall maintain a record of written policies and procedure in regard to health and safety conditions, and such document(s) will be made available to the Union upon written request. It shall be the responsibility of the Safety and Sanitation Department to ensure departmental compliance with such written documents.

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

SECTION 4. Any unsafe or unhealthy conditions discovered by an employee should be reported to the employee's supervisor. The Employer shall take all appropriate steps, as

soon as reasonably possible, to correct any unhealthy or unsafe conditions.

SECTION 5. The Employer will continue the current practice of identifying, evaluating and disseminating information regarding any communicable disease(s) or other health related problems which might affect bargaining unit members.

SECTION 6. ~~In the event that a supervisor has reasonable articulable suspicion that an employee is either mentally or physically disabled due to chemical/ alcohol intoxication or other cause, the employee shall not be allowed to work pending further medical, security investigation, or toxicological testing, pursuant to the Employer's "Drug Testing Policy", currently contained in the Policies and Procedures Manual. In accordance with that policy, any employee who attempts to work while under the influence of intoxicating drugs or alcohol shall be subject to disciplinary action, including dismissal.~~

(A) 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.

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

(B) Post-Critical Incident Testing:

In the event that an Employee is involved in an on-duty critical incident, the Employee's immediate supervisor shall determine whether testing is warranted. If the supervisor determines that testing is warranted, 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.

SECTION 7. Employees are encouraged to maximize physical and mental health through appropriate life-style routines. Physical or mental disabilities which, in the Employer's opinion, may threaten the safety and security of the work place, or which prevent an employee from performing his job responsibilities in accordance with this Agreement, shall be sufficient cause to prevent and preclude a work assignment by the Employer.

SECTION 8. The Employer will continue to furnish basic emergency first aid for any work-related injuries occurring during working hours. Any such medical first aid provided by the Employer is intended to stabilize the medical condition of the affected employee until further treatment is obtained via the employee's health care provider; or for treatment of

a life-threatening emergency condition until outside emergency medical personnel are available.

SECTION 9. The parties shall form a Labor-Management Committee ("LMC") to address ongoing issues of operational security and safety, with one emphasis being the safe supervision of inmates. The County may require that Correction Officers take part in reasonable, valid and job-related training in matters such as inmate restraint, self-defense and other training consistent with the operational needs of the Employer.

In the interest of sound labor/management relations, unless mutually agreed otherwise, on a mutually agreeable day and time, the Employer or his designee(s) shall meet with the Union to discuss pending problems and to promote a more harmonious labor/management relationship. For purposes of this Section, the Union may consist of six (6) Union Representatives in the bargaining unit. Employee representatives who are scheduled to be at work during the time of this meeting shall receive no loss of pay. Employee representatives attending a meeting while off-duty shall be paid at their regular rate for the period of time spent at any session or meeting and the OPBA agrees to reimburse the Employer for all wages incurred for attending such meetings.

SECTION 10. Correction Officers must be fit to perform their jobs effectively and so that they do not constitute a threat to themselves or others. If the Employer has reasonable suspicion to believe that an Employee is unable to perform the duties of his/her job, the Employer may relieve the Employee from duty. The Employer shall place the Employee on paid administrative leave and pay the costs of a medical or psychological examination that is required by the Employer. An Employee found by the qualified medical professional to be unable to perform his/her duties shall be relieved of duty. If an Employee has been found unfit to perform his/her duties, an Employee may utilize any accumulated sick and/or vacation leave, which may be designated as FMLA leave at the Employer's initiative ~~or may utilize available FMLA~~ as permitted by law. If an Employee is found fit to be able to continue his/her duties, he/she shall be immediately returned to duty and made whole for any lost wages or used leave time.

SECTION 11. 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 a Correction Officer (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 shall be final and binding and not be subject to the grievance procedure.

Article 47. SICK LEAVE

SECTION 1. Each member of the bargaining unit shall earn sick leave credit at the rate of .0575 hours for each hour worked, not to exceed one hundred twenty-six (126) hours in one 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 a maximum.

SECTION 2. An employee who is unable to report for work, and who is not on a previously approved absence, shall notify the Employer at least one (1) hour prior to the start of the employee's scheduled work assignment, unless emergency conditions prevent such notification. The employee shall submit to the Employer a signed written statement for the request and justification of sick leave through the County's web based timekeeping system (currently MyHR) within eight (8) hours following the return to work. All required medical documentation must be submitted within three (3) calendar days. If such request is disapproved, the employee may be subject to disciplinary action, including dismissal.

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

- 1) Illness, injury, or pregnancy-related condition of the employee, or member of the employee's immediate family living in the employee's household or where the employee's presence is reasonably necessary for the health and welfare of the affected family member;
- 2) Exposure to a contagious disease which could jeopardize the health of other employees;
- 3) Examination or treatment of an employee, or member of his immediate family where the employee's presence is reasonably necessary including medical, psychological, dental, or optical examination by an appropriate practitioner. The employee shall notify the Department forty-eight (48) hours in advance of a medical appointment, unless emergency circumstances prevent such notice.

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

SECTION 4. When an employee requests the use of sick leave for three (3) consecutive days or more, the employee shall furnish to the Employer a certificate from a physician, dentist, or other licensed practitioner stating that the employee is able to return to work without restrictions. When an employee requests the use of sick leave for a period of time for which a previous request for use of other accrued leave (e.g. vacation or compensatory time) has been denied, the employee shall furnish a certificate from a physician, dentist, or other licensed practitioner immediately upon the employee's return to work.

SECTION 5. 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. An Employee who engages in the patterned use of sick leave shall be warned by the Employer before being subject to discipline. A pattern use/abuse of sick leave shall include, but not be limited to, consistent and repeated: consistent periods of sick leave usage before and/or after holidays, vacation days, regular days off; after pay days; absence related to overtime assignments following overtime worked; 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 ~~If the employee continues to engage in such conduct, the employee may be required~~ to submit medical documentation for the future use of sick leave.

SECTION 6. The Employer may require that an employee submit to a medical and/or psychological examination in order to determine the employee's capability to perform the employee's position. Such examination shall be conducted by a physician or licensed practitioner designated by the Employer, and the cost of the examination shall be paid by the Employer. If the employee is found to be unfit for duty, an eligible employee may be placed on sick leave, alternative work, leave of absence without pay, Family Medical Leave, or disability separation.

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 3 of this submission.

SECTION 8. If an employee uses sick leave under circumstances that qualify for leave under the Family and Medical Leave Act ("FMLA"), the use of sick leave and the use of any leave authorized or permitted under Section 7 and FMLA leave shall run concurrently.

SECTION 9. Any employee who uses no sick time, and has no attendance violations, as defined by the Employer's attendance policy, for any "rolling" six (6) month period will be permitted, upon the employee's request, to convert up to 40 hours of sick leave to vacation leave. Such conversion may only occur twice in a 12 month period.

Article 52: INJURY/ ILLNESS LEAVE

SECTION 1. Upon receipt of a written statement from an Employee's attending physician or medical authority indicating that the Employee is unable to perform the Employee's job duties due to an illness/injury that is the direct result of: (1) responding to a call for assistance; or (2) participating in Employer-mandated training, the Employer may grant up to one hundred twenty (120) consecutive calendar days of injury/illness leave. The injury/illness shall not be the result of negligence, carelessness or recklessness by the Employee. The Employer may grant up to one hundred twenty (120) consecutive calendar days of injury/illness leave if such injury/illness is the direct result of: (1) responding to a call for assistance; or (2) participating in Employer-mandated training. The injury/illness shall not be the result of negligence, carelessness or recklessness by the employee.

SECTION 2. In the event an Employee is absent due to a disabling injury incurred on duty during an actual physical interaction with an inmate, the Eemployee shall be carried on the payroll of the Employer for the period of disability, providing the extent of such injury or disability prevents such person from performing those duties as may be assigned with or without a reasonable accommodation and, provided further, such period shall not exceed one hundred fifty (150) consecutive calendar days within one (1) year of the date of injury. In order to be eligible, the Employee must timely submit an Employee injury report and a written statement from the attending physician or medical authority which:

1. Verifies the disability;
2. Indicates the cause of injury;
3. Indicates that the Employee is unable to perform the assigned duties with or without a reasonable accommodation;
4. States the Employee's expected date of return to duty.

A written statement from the attending physician or medical authority shall be submitted by the Employee to the Employer and shall set forth the nature of the injury and that the Employee is unable to return to regular duty.

SECTION 3. The granting of injury/illness leave shall not be unreasonably denied and shall be granted or denied within seven (7) calendar days after ~~the a complete~~ request with all documentation and/or information required under this Article has been made.

SECTION 4. The Employer may grant the Eemployee injury/illness leave beginning on the eighth (8th) calendar day of absence, or the first (1st) day the Eemployee is admitted to a hospital as an inpatient, whichever is earlier. At the Employer's discretion, the Eemployee may be subject to examination by a physician selected by the Employer at the Employer's expense and/or required -to submit a supplemental written statement from the Employee's attending physician or medical authority verifying the need for continued illness/injury leave if the attending physician or medical authority did not identify a definite date of return to duty in the written statement originally submitted. Such examination will be at the expense of the Employer. The Employee is responsible for providing the Department of Human Resources with any changes to the Employee's address and/or phone number while on injury/illness leave.

SECTION 5. In order to be considered, a request for injury/illness leave must be made within seventy-two (72) hours of the timelines outlined in Section 3 above time at which the disabling injury occurred. However, the timelines established in this article do not relieve the Eemployee of any other workplace injury reporting obligations established by the Employer.

SECTION 6. The County Employer may require the Eemployee, if able, to accept an alternative work assignment. This determination shall be made by the County Employer based upon the medical evidence provided.

SECTION 7. Any Employee who is on leave subject to this Article shall apply for Worker's Compensation benefits. Any worker's compensation temporary-total benefits which

accrue during injury/illness leave shall be returned to the Employer for the duration of the leave. Any leave taken pursuant to this Article may be designated as FMLA leave at the Employer's initiative as permitted by law.


Article 54: BEREAVEMENT LEAVE

SECTION 1. All full-time Employees who experience the loss of a spouse, mother, father, step-parent, child, step-child, or persons to whom they stand in loco parentis or who stood in loco parentis to them, will be granted up to five (5) days of paid bereavement leave.

Full-time Employees are entitled to up to three (3) days of paid bereavement leave for the loss of a brother, sister, half-brother, half-sister, step-brother, step-sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, uncle, aunt, first cousin, niece or nephew, or any relative residing with the Employee (proof of residency required).

To be eligible for bereavement leave, the Employee must provide appropriate documentation supporting the request for leave (e.g., obituary, funeral/memorial service program, death certificate, etc.). Bereavement leave must be used within ~~six (6) months~~ sixty (60) calendar days of the loss. Bereavement leave may be taken as a continuous period or on an intermittent basis. If an Employee needs additional time away from work, the Employee may request to use accrued sick leave, vacation leave, compensatory and/or exchange time with the approval of their ~~supervisor~~ Sheriff. Once these paid leaves are depleted, Employees may request an unpaid personal leave of absence.

FOR THE OPBA:


Adam Chaloupka, OPBA Attorney

9/15/2021

Date

FOR THE COUNTY:


Armond Budish, County Executive

9/20/21

Date

Approved as to legal form:


Sarah A. Nemastil, Assistant Law Director

County Council of Cuyahoga County, Ohio

Resolution No. R2021-0205

Sponsored by: **County Executive Budish/County Sheriff and Department of Human Resources**

Co-sponsored by: **Councilmember Simon**

A Resolution approving an amendment to a Collective Bargaining Agreement between Cuyahoga County and The Ohio Patrolmen's Benevolent Association representing employees in the classification of Correction Officer at the Sheriff's Department for the period 1/1/2020 - 12/31/2022, to modify Article 14 (Wages), Article 24 (Overtime), Article 32 (Health and Safety), Article 47 (Sick Leave), Article 52 (Injury/Illness Leave), and Article 54 (Bereavement Leave); directing that funds necessary to implement the amended Agreement be budgeted and appropriated; authorizing the County Executive to execute the amended Agreement and all other documents consistent with this Resolution; and declaring the necessity that this Resolution become immediately effective.

WHEREAS, the County has been engaged in negotiations with the Ohio Patrolmen's Benevolent Association (hereinafter referred to as the "OPBA") to amend Article 14 (Wages), Article 24 (Overtime), Article 32 (Health and Safety), Article 47 (Sick Leave), Article 52 (Injury/ Illness Leave), and Article 54 (Bereavement Leave) of the Collective Bargaining Agreement ("CBA") between the parties; and,

WHEREAS, the parties have met in a concerted effort to negotiate terms and have reached a tentative agreement on an amended CBA; and,

WHEREAS, the Cuyahoga County Sheriff's Department ("Sheriff's Department") has experienced difficulty hiring and retaining Correction Officers, and the proposed amendment to Article 14 (Wages) is intended to support the recruitment and retention of Correction Officers; and,

WHEREAS, the proposed amendments to Article 14 (Wages), Article 47 (Sick Leave), Article 52 (Injury/Illness Leave), and Article 54 (Bereavement Leave) are intended to provide additional support to the Sheriff's Department in its management of operational needs related to attendance; and,

WHEREAS, the proposed amendment to Article 32 (Health and Safety) is for the purpose of promoting safety and security in the Cuyahoga County Corrections Center by expanding the circumstances under which the Sheriff's Department may order a Correction Officer to undergo drug/ alcohol testing to allow for such testing following a post-critical incident; 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 thirty 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 County Executive, the Sheriff's Department, and the Department of Human Resources are recommending that Council approve the proposed CBA amendment; 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 proposed amendments to Article 14 (Wages), Article 24 (Overtime), Article 32 (Health and Safety), Article 47 (Sick Leave), Article 52 (Injury/Illness Leave), and Article 54 (Bereavement Leave) of the CBA between the County and the OPBA (Correction Officers' Bargaining Unit) and authorizes the County Executive to execute all documents consistent with this Resolution.

SECTION 2. Funds necessary to implement the amendment to the CBA between the County and the OPBA shall be budgeted and appropriated.

SECTION 3. It is necessary that this Resolution become immediately effective for the usual daily operation of the County and the reasons set forth in the preamble. Provided that this Resolution receives the affirmative vote of at least eight members of 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. Brown, the foregoing Resolution was duly adopted.

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

Nays: None


County Council President

9/15/21
Date


County Executive

9-15-21
Date


Clerk of Council

9/14/2021
Date

Additional Sponsorship Requested on the Floor: September 14, 2021

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