

AGREEMENT

**BETWEEN
THE CUYAHOGA COUNTY REGIONAL
FORENSIC SCIENCE LABORATORY (CCRFSL)**



AND



**THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.**

May 2, 2022 - December 31, 2024

SERB CASE NUMBER 2021-MED-06-0834

Table of Contents

Article 1. Agreement/Purpose.....	3
Article 2. Recognition.....	3
Article 3. Management Rights.....	4
Article 4. FOP/ OLC Dues/ Check Off.....	5
Article 5. FOP/ OLC Representation.....	7
Article 6. Non-Discrimination.....	8
Article 7. Equal Employment Opportunity.....	9
Article 8. Labor/Management Meeting.....	9
Article 9. Grievance Procedure.....	10
Article 10. Employee Discipline.....	13
Article 11. Personnel Files.....	14
Article 12. Probationary Period.....	15
Article 13. Seniority.....	15
Article 14. Layoff/Position Abolishment/Recall.....	16
Article 15. Bulletin Boards.....	17
Article 16. Work Rules.....	18
Article 17. Outside Employment.....	18
Article 18. Work Hours.....	18
Article 19. Overtime.....	19
Article 20. Jury Duty.....	20
Article 21. Clothing/Equipment.....	21
Article 22. Promotions.....	21
Article 23. Tuition Reimbursement.....	22
Article 24. Training and Travel.....	22
Article 25. Subcontracting.....	22
Article 26. Holidays.....	23
Article 27. Sick Leave.....	24
Article 28. Vacation Leave.....	24
Article 29. Leave Donation.....	25
Article 30. Wages.....	25
Article 31. Temporary Lead Assignment.....	25
Article 32. Emergency Leave.....	26
Article 33. Health and Safety.....	26
Article 34. Meal Periods/Rest Breaks.....	27
Article 35. Leave of Absence.....	28
Article 36. No Strike/No Lockout.....	28
Article 37. Health Insurance Benefits.....	29
Article 38. Fitness for Duty Examination.....	31
Article 39. Miscellaneous.....	33
Article 40. Duration of Agreement.....	33
Appendix A. Wage Table.....	35
Appendix B. Side Letter of Agreement Regarding Initial Wage Scale Placement.....	36

ARTICLE 1.

AGREEMENT/PURPOSE

Section 1.1

This Agreement entered into by the Cuyahoga County Regional Forensic Science Laboratory, hereinafter referred to as the "Employer," "Executive Director," or "County," and The Fraternal Order of Police, Ohio Labor Council, Inc. hereinafter referred to as the "FOP/OLC" or "Union" has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth in its entirety, the full and complete understandings and agreements between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein.

This agreement supersedes all prior agreements heretofore made by and between the parties.

Section 1.2

The express provisions of this Agreement may be changed only by mutual agreement between the parties. Negotiated changes shall be reduced to writing, dated and signed by the parties to this Agreement.

Section 1.3

Should any portion of this Agreement contained herein be declared invalid by operation of law, or by a court of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In addition, within twenty (20) calendar days following the effective date of such declaration of invalidity, the parties shall meet to codify such provision to comply with the applicable law.

Section 1.4

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. During the term of this Agreement, each party waives any right to demand negotiations on any subject except as may be provided by Ohio Revised Code 4117.08(C).and/or the State Employees Relations Board.

ARTICLE 2.

RECOGNITION

Section 2.1

The employer recognizes the Fraternal Order of Police, Ohio Labor Council, Inc. as the sole and exclusive representative for all employees in the bargaining unit as set forth in the certificates issued by the Ohio State Employment Relations Board in Case Number 2021 MED-06-0834 which included all full-time, part-time benefits eligible, and part-time employees working at the Cuyahoga County Regional Forensic Science Lab in the classifications of Forensic Scientist 1, Forensic Scientist 2, Forensic Scientist 3, Laboratory Technician, Evidence Technician,

Administrative Assistant I, Administrative Assistant II, and Automated Fingerprint Identification System ("AFIS") Program Officer, but excluding all other employees.

The term "employee" as used in this Agreement shall refer only to those persons in the bargaining unit who hold the position classifications as set forth in Section 2.1 of this agreement.

Section 2.2

In the event of a change of duties of a position within the bargaining unit, or in the event a new position is created within the department, the Employer shall determine whether the new or changed position will be included in/excluded from the bargaining unit and shall so advise the FOP/OLC in writing within twenty (20) calendar days. If the FOP/OLC disputes the Employer's determination of the bargaining unit status, the parties shall meet in an attempt to resolve their disagreement within a reasonable period of time. If the parties agree on the determination, it shall be implemented as agreed by the Employer and the FOP/OLC. If the parties do not agree, the position shall be subject to the challenge by the FOP/OLC to the State of Ohio Employment Relations Board (SERB) pursuant to Chapter 4117 of the Ohio Revised Code and SERB Rules and Regulations.

Section 2.3

Grant funded positions are not included as part of the bargaining unit.

ARTICLE 3. MANAGEMENT RIGHTS

Except as specifically limited by explicit provision of this Agreement, the Employer shall have the exclusive right to manage the operation, control the premises, direct the work force, and maintain efficiency of operations. Specifically, the Employer's exclusive management rights include, but are not limited to, the rights to:

- A. Determine the overall mission of the Employer as a governmental unit, and take actions to carry out that mission;
- B. Determine the size and composition of the Employer's work force, the organizational structure of the Employer and the methods by which operations are to be performed by employees;
- C. Manage the Employer's budget, including but not limited, to the right, within the provisions of the Ohio Revised Code to contract out or subcontract any work or operation of the Employer;
- D. Determine the nature, extent, type, quality and level of services to be provided to the public by employees and the manner in which those services will be provided;
- E. Determine, change, maintain, reduce, alter or abolish the technology, equipment, tools, processes or materials employees shall use;

- F. Restrict the activity of an employee organization on the Employer's time except as set forth in this agreement;
- G. Determine job descriptions, procedures and standards for recruiting, selecting, hiring, promoting, and training;
- H. Assign work, establish and/or change working hours, schedules and assignments as deemed necessary by the Employer to assure efficient operations, when reasonable and with not less than two (2) weeks notice;
- I. Direct, train, and supervise employees and establish and/or modify performance programs and standards, methods, rules and regulations, and policies and procedures applicable to employees;
- J. Hire, evaluate, promote, transfer (permanently or temporarily), reallocate, and take other personnel actions for reasons in accordance with the relevant statutes, rules and regulations and this Agreement;
- K. Discharge, remove, demote, reduce, suspend, reprimand or otherwise discipline employees for just cause and following the appropriate disciplinary process;
- L. Layoff employees of the Employer, or abolish job positions, because of lack of work or funds, or under conditions where continued work would not be efficient to the mission of the agency;
- M. Maintain and improve the efficiency and effectiveness of government operations;
- N. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, and organizational structure; and
- O. Determine the need for employees to comply with requirements of accrediting bodies related to conduct and performance of duties.

ARTICLE 4.

FOP/OLC DUES/CHECK OFF

Section 4.1

The Employer agrees to deduct FOP/OLC membership dues, fees, and assessments in accordance with this Article for all employees eligible for the bargaining units.

Section 4.2

The Employer agrees to deduct one-half (1/2) of the FOP/OLC membership dues in each of the first two (2) pay periods each month from the pay of any eligible employee in the bargaining unit

upon receiving written authorization individually and voluntarily signed by the employee. The employee (or designee) must present the signed payroll deduction form to the Employer. Upon receipt of the proper authorization, the Employer will deduct FOP/OLC dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the Employer received the authorization.

Section 4.3

The parties agree that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this Article regarding the deduction of FOP/OLC dues. The FOP/OLC hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the FOP/OLC, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the FOP/OLC.

Section 4.4

The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (A) termination of employment; (B) transfer to a job other than the one covered by the bargaining unit; (C) layoff from work; (D) an unpaid leave of absence; (E) revocation of the check-off authorization; or (F) resignation of the employee from the FOP/OLC.

Section 4.5

The Employer shall not be obligated to make dues deductions from any employee who, during any pay periods involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of FOP/OLC dues.

Section 4.6

The parties agree that neither the employees nor the FOP/OLC shall have a claim against the Employer for errors in the processing of deductions unless a claim or error is made to the Employer in writing within sixty (60) days after the date of such an error is claimed to have occurred. If it is mutually agreed by the parties to this Agreement that an error was made, it will be corrected within a reasonable period of time, which will typically be at the next pay period that the FOP/OLC dues deduction would normally be made by deducting the proper amount.

Section 4.7

The rate of which dues are to be deducted shall be certified to the Employer (or designee) by the FOP/OLC by December of each year. One (1) month advance notice must be given to the Employer (or designee) prior to making any changes in an individual's dues deduction.

Section 4.8

Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement or until such employee submits a written revocation of the dues deduction authorization to the Employer (or designee.) The address to send dues, fees, and assessments is FOP/OLC, Inc., 222 East Town Street, Columbus, Ohio 43215.

ARTICLE 5.

FOP/OLC REPRESENTATION

Section 5.1

Representatives of the FOP/OLC shall be given reasonable access to the Employer's facilities, with prior notice to the Employer Authority, for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the FOP/OLC representative shall contact the Employer or the Employer's designee. Union visitation shall not interfere with the operations of the agency.

Section 5.2

The Employer shall recognize up to two (2) employees representing the bargaining unit, designated by the FOP/OLC to act as FOP/OLC Associate for the purpose of processing grievances in accordance with the Grievance Procedure. The Associate or a designated alternate shall be recognized as a representative, as provided herein.

Section 5.3

The FOP/OLC shall provide to the Employer an official roster of its officers and associates which is to be kept current at all times and shall include the following:

- A. Name
- B. Address
- C. Home telephone number
- D. Immediate Supervisor
- E. FOP/OLC office held

The Employer shall recognize no employee as FOP/OLC Associates until the FOP/OLC has presented the Employer with written certification of that person's selection.

Section 5.4

The investigation or writing of grievances (alleged or filed) by the Associate may be performed during working hours as needed. An Associate must give their supervisor notice of their intent to attend a grievance meeting sufficiently in advance of the meeting to avoid any disruption of the Employer's operations. The following are considered authorized representational activities, which may be conducted during an Associate's work time when release of the Associate will not unduly disrupt the operation of the Regional Forensic Science Laboratory:

- A. Preparation for and attendance at grievance and disciplinary hearings. The Associate will be given a reasonable amount of time immediately prior to a hearing for preparation.
- B. Investigation of any situation involving a work-related injury or death of a bargaining unit member.
- C. Any other representational activity specifically authorized by this agreement (such as Labor/Management meetings), or specifically authorized by the Employer (or designee.)

- D. A reasonable amount of time to consult with non-employee representatives of the FOP/OLC in order to complete the task.

After obtaining permission to engage in representational activities as provided for in this Section, each Associate or alternate will notify the appropriate supervisor of any absence from the Associate's work assignment. There shall be no union business conducted on the Employer's premises or during an employee's working hours except as permitted in this Agreement.

Section 5.5

The FOP/OLC shall be permitted, upon prior notification to the Employer, to place ballot boxes in the workplace for the purpose of collecting employee's ballots on FOP/OLC issues subject to ballot. Ballot boxes and their contents are the property of the FOP/OLC and shall not be subject to review by the Employer or other non-bargaining unit staff.

Section 5.6

The Employer shall provide Associates two (2) paid days off during each year of this Agreement to attend training provided by the Union unless it would be disruptive to County operations or scheduling. Associates shall provide the Employer with fifteen (15) calendar days advanced notice of such training.

Section 5.7

If negotiations occur during the employee's regularly scheduled work hours or if the employee's work hours are modified to accommodate the negotiating sessions, and adjusted to coincide with negotiating sessions, the hours in attendance at negotiating sessions during the employee's scheduled work hours will be paid for by the Employer. The number of Associates attending shall not exceed three (3).

ARTICLE 6.

NON-DISCRIMINATION

Section 6.1

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination on the basis of race, color, ancestry, national origin, language, religion, citizenship status, sex, age, marital status, sexual preference or orientation, gender identity/expression, ancestry, military/veteran status, disability, genetic information, membership in a collective bargaining unit, status with regards to public assistance, or political affiliation. Management's use of bona fide occupational qualifications in accordance with job characteristics shall not be construed as discrimination, and therefore are not subject to the Grievance Procedure Article. Both parties equally share the responsibility for applying this provision of the Agreement.

ARTICLE 7.
EQUAL EMPLOYMENT OPPORTUNITY

Section 7.1

The County is committed to providing equal employment opportunities for all individuals regardless of race, color, ancestry, national origin, language, religion, citizenship status, sex, age, marital status, sexual preference or orientation, gender identity/expression, military/veteran status, disability, genetic information, membership in a collective bargaining unit, status with regard to public assistance, or political affiliation.

Section 7.2

Equal opportunity extends to all aspects of the employment relationship, including but not limited to hiring, transfers, promotions, training, terminations, working conditions, compensation, benefits, and other terms and conditions of employment.

ARTICLE 8.
LABOR/MANAGEMENT MEETINGS

Section 8.1

In the interest of sound labor/management relations, the Employer or designee and the Union agree to meet at least one (1) time per quarter for the purpose of discussing matters contained below. Additional meetings may be scheduled if the parties agree it is necessary. If both parties (the Employer and the Union representative) agree that no meeting is needed for the quarter, no meeting needs to occur. Email communication is sufficient.

Section 8.2

The meeting will be scheduled by the Employer or designee. The meeting shall consist of the Employer and/or designee(s), up to two (2) bargaining unit members, and up to one (1) non-employee FOP/OLC representative. An agenda shall be presented at least forty-eight (48) hours prior to the meeting to facilitate in the efficiency of the meeting. The meeting shall cover items of mutual concern such as:

- A. The administration of this agreement;
- B. Notification of any changes made by the Employer that may affect the employees
- C. Discussion of grievances that have not been settled, when the discussions are agreed upon by all affected parties;
- D. General information that may affect both Employer and employees;
- E. Ways to improve work efficiency, productivity, and work performance;
- F. Health and safety matters; and,
- G. Training matters.

Attendance by an employee representative will be during the employee's scheduled work shift.

ARTICLE 9. GRIEVANCE PROCEDURE

Section 9.1

The term "grievance" shall mean an allegation by the Union, a bargaining unit employee, or group of bargaining unit employees that there had been a breach, misinterpretation or improper application of this Contract. It is not intended that the Grievance Procedure be used to effect changes in the Articles of this Contract nor those matters not covered by this Contract.

An employee wishing to submit a formal grievance shall reduce the grievance to writing and submit it to their supervisor.

- A.) Probationary employees shall not have access to, or rights under, the grievance and arbitration procedure. An employee and/or the Union shall be entitled to withdraw a grievance at any step of the grievance procedure.
- B.) The word "day" as used in this article means work day and days shall be counted by excluding the first and including the last day. For purposes of filing grievances, work days shall not include Saturdays, Sundays or holidays (as designated by this Agreement).
- C.) Grievances shall be presented on forms provided by the Union. The form shall contain:
 - i.) The aggrieved employee's name and signature;
 - ii.) The aggrieved employee's classification, division and unit assignment;
 - iii.) Name of the employee's immediate supervisor
 - iv.) The date of event(s) leading to the grievance;
 - v.) A description of the incident giving rise to the grievance and the article(s) of the contract alleged to have been violated;
 - vi.) The date that the grievance was filed at each step; and,
 - vii.) The desired remedy to resolve the grievance.
- D.) Grievances concerning suspension or discharge shall automatically commence at Step 3 of the grievance procedure.
- E.) Any grievance not answered by management within the stipulated time limits shall be considered to have been denied and may be appealed to the next step of the grievance procedure. Any grievance which is not processed to the next Step (by the employee and/or the Union) within the time limits provided herein shall be considered resolved based upon the Employer's last answer.

Section 9.2

When a grievance arises, the following procedure shall be observed:

Step 1. Immediate Supervisor

An employee who has a grievance shall provide a copy of the written grievance to their immediate supervisor within ten (10) work days after the employee or the Union has knowledge of the events upon which the grievance is based. The supervisor shall

conduct a meeting with the grievant accompanied by an Associate within five (5) work days of their receipt of the written grievance. The supervisor shall give a written answer to the employee and Associate within five (5) work days of the meeting and shall verify the date, time, and result of such meeting. If the employee grievance concerns their immediate supervisor, the grievance shall proceed to Step 2.

Step 2. Executive Director /Designee

If the grievance is not satisfactorily settled at Step 1, it must be received in writing by the Executive Director or designee of the appropriate unit from the Union within seven (7) working days after the receipt of the Step 1 answer. Within ten (10) working days thereafter, the Executive Director and/or their designee(s) shall meet with the representative(s) of the Union in an attempt to resolve the grievance. No more than two (2) Union representatives and an Associate may attend discussion of each grievance unless otherwise agreed to by the County. The County shall not unreasonably withhold agreement to additional Union representatives. The Grievant may also attend if mutually agreed to by the parties. Within ten (10) working days after the Step 2 meeting, the Executive Director and/or their designee shall give a written answer to the Union. Designees of the appropriate administrator shall possess the same authority to handle grievances.

A policy grievance may initially be filed by the Union in writing at Step 2 no later than fifteen (15) work days after the events upon which the grievance is based. A meeting shall be conducted, and a written Step 2 answer given following the same timelines listed in Step 2. A policy grievance is defined as one that affects a group or classification of employees similarly arising from the same event or set of facts. The Union will caption each policy grievance as "policy grievance".

Step 3. Department of Human Resources

If the grievance is not satisfactorily settled at Step 2, it must be received by the Director of Human Resources for Employment and Labor Relations or their designee from the Union within seven (7) working days after receipt of the Step 2 answer. The designee of the Department of Human Resources shall consider the grievance at the Step 3 Grievance meeting to be held no later than thirty (30) working days from receipt of the grievance. Multiple grievances may be heard at a Step 3 meeting with mutual agreement of the parties. A Union representative may join the meeting. Within twenty (20) working days after the Step 3 meeting, the County's Step 3 designee shall give a written answer to the Union.

Step 4. Arbitration

If the grievance is not satisfactorily settled at Step 3, the Union may, within thirty (30) calendar days after the receipt of the Step 3 answer, submit the issue to arbitration. The Union shall notify the Department of Law in writing of its intent to arbitrate. In lieu of selecting from a Federal Mediation and Conciliation Service (FMCS) panel, the Union

and the County's Director of Law or their designee may jointly agree to appoint an Arbitrator. In the event the parties do not agree on an Arbitrator, the Union must notify the FMCS and the Department of Law in writing within forty-five (45) calendar days from the date of the Union's original written submission to arbitration that the Union is requesting FMCS to supply a list of seven (7) impartial persons qualified to act as an Arbitrator. The requested panel shall be limited to the FMCS sub-region for Northern Ohio who are members of the National Academy of Arbitrators. If a panel is requested, the parties shall use the striking method to select an Arbitrator. Prior to striking, either party shall have the right to reject the initial panel in its entirety and request that a second panel be obtained from FMCS within fourteen (14) calendar days of the receipt of the panel from FMCS. Upon selection of the Arbitrator, the parties shall promptly notify the Arbitrator and schedule a date for hearing. The fees and expenses of arbitration shall be borne equally by the parties. If there is no mutual agreement on an Arbitrator and no written request for a FMCS panel within the forty-five (45) calendar day timeframe following the Union's original written submission, the grievance shall be deemed fully and finally resolved on the basis of the last written response of the County. The Arbitrator shall have no authority to modify or add to this existing agreement.

Expedited Arbitration. The parties agree grievances that involve a removal, suspension of five (5) days or more, or a policy grievance that arises from more than one division as defined at Step 2 of this Article, may be arbitrated on an expedited basis by agreement of the parties.

Section 9.3

All decisions of the Arbitrators and all pre-arbitration grievance settlements reached by the Union and the County shall be final, conclusive, and binding on the County, the Union, and the employee(s). However, a grievance may be withdrawn by the Union at any time and withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any other grievance, unless otherwise agreed to in writing.

Section 9.4

The time limits set forth in the grievance procedure may only be extended by written mutual agreement of the appropriate County representative for each step of the grievance procedure and the Union. Working days as used herein shall not include Saturdays, Sundays, or holidays.

Section 9.5

Unless otherwise grievable under another provision in this Agreement, employee evaluations, job evaluations, job descriptions and/or job classifications, promotional probationary failure resulting from promotions, promotional procedure, and probationary failure under the Layoff Article of this Agreement, shall not be subject to the provisions of the grievance procedure; except that any claim of personal prejudice or Union discrimination which results in a promotional probationary failure may be taken up as a grievance. Provided, however, that the County recognizes the right of the employee to appeal to the grievance procedure any disciplinary action based upon failure to meet the required standards of job performance, including the fairness of the standard.

ARTICLE 10. EMPLOYEE DISCIPLINE

Section 10.1

For the purpose of determining the severity of discipline being imposed on a current charge, the County shall not consider any prior disciplinary action that occurred more than two (2) years prior to the date that the offense occurred. Except in emergency situations, the County shall issue a notification of discipline within sixty (60) calendar days of the date of the Pre-Disciplinary Conference and shall not issue any discipline outside the sixty (60) day time period. A disciplinary action that must be served, i.e., suspension, may be served outside of the sixty (60) day time limitation as long the notice of suspension was issued within sixty (60) calendar days.

Section 10.2

An employee shall be given a copy of any warning, reprimand, or other disciplinary action entered into their personnel record as maintained by the Department of Human Resources within five (5) working days of the action taken. Further, the employee and the Union will receive a copy of any suspension and/or discharge notice within three (3) working days of the action taken.

Section 10.3

Any employee who has been disciplined by suspension or discharge will be given a written statement describing in detail the reason or reasons for which they have been suspended or discharged. In case of any discipline, the employee shall be advised of their right to have an Associate present. Further, if the employee so requests, they shall be granted a private interview with their Associate before the employee is required to leave the premises, except where an emergency circumstance may exist necessitating the immediate removal.

Section 10.4

Any suspension shall be for a specific number of consecutive days on which the employee shall be regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as workdays for the purposes of suspension only.

Section 10.5

It is important that the employee complaints regarding unjust or discriminatory suspensions and/or discharge be handled promptly. Therefore, all such disciplinary action may be reviewed through the Grievance Procedure, beginning at Step 3.

Section 10.6

Discipline must be applied in an objective, equitable and reasonable manner, and shall be progressive and corrective. It is expected that discipline will be imposed in a reasonably timely fashion under the facts and circumstances of a particular case. However, depending on the severity of the situation, the County may skip or repeat one or more of the steps in the disciplinary process. No employee shall be reduced in pay or position, suspended, discharged, or removed except for just cause. Whenever progressive discipline is appropriate, the County shall first issue oral counseling or coaching prior to disciplining an employee. Any employee may request a Union steward before and during the imposition of oral counseling (which is undertaken outside the presence of other employees), and discipline. Oral counseling and/or

coaching shall not be considered discipline.

ARTICLE 11. PERSONNEL FILES

Section 11.1

Each employee may request to review their own official personnel file maintained by the Employer. Review of the individual's personnel file shall be by scheduled appointment, requested in writing or by telephone or by person to the Employer or designee, and shall not interfere with the performance of duties. A County Human Resources Department employee must remain with the files during the time the files are being reviewed so that nothing can be added or removed. An employee may request to have documents copied from their official personnel file; all such copying shall be completed by Human Resources personnel. An employee may also authorize an attorney or Union representative to review such file by written authorization including signature.

Section 11.2

If an unfavorable statement or notation is in the official personnel file, the employee shall be given the opportunity to place a statement of explanation or rebuttal with the unfavorable statement. If there is any discipline administered after the execution of the contract, a copy shall be provided to the employee.

Section 11.3

Public records requests for an employee's official personnel file shall be processed in accordance with the following information:

- A. The request will be processed in accordance with the law.
- B. Employees will be made aware that a public records request has been made for the employee's personnel files and be given a reasonable amount of time to review prior to release.
- C. Prior to the release of information, the County Human Resources Department will make every effort to review the records and redact personally identifying information.

Section 11.4

An employee's medical records shall be kept in a separate file. Only the employee and the Employer shall have access to an employee's medical records. Release of an employee's medical records to anyone else shall only be authorized upon a signed written release by the employee or by a lawful subpoena, or other court or administrative order.

ARTICLE 12.
PROBATIONARY PERIODS

Section 12.1

Every newly hired full-time and part-time employee of the Cuyahoga County Regional Forensic Science Laboratory whose classification is covered by this Agreement will be required to successfully complete a one hundred and eighty (180) calendar days probationary period. A probationary employee shall have no recourse through the grievance procedure outlined in this Agreement for any type of discipline. The Employer will have no obligation to the Union to furnish reasons for the termination of any employee during the probationary period.

Section 12.2

Upon satisfactory completion of the probationary period, the employee will be given regular full-time or part-time status and shall have all the rights of other employees covered under this Agreement.

ARTICLE 13.
SENIORITY

Section 13.1

“Agency Seniority” shall be defined as an employee’s uninterrupted length of continuous full-time or part-time employment with the Cuyahoga County Regional Forensic Science Laboratory. “Classification Seniority” is the length of continuous service in an employee’s current classification beginning with the last date of hire, promotion or transfer into the classification. For purposes of this initial agreement, classification seniority will begin upon the date of full execution of this agreement after ratification by County Council.

A probationary employee shall have no Agency/Classification Seniority until satisfactory completion of the probationary period. After completion of the probationary period, the seniority time will be retroactive to the original date of hire as a full-time employee of the agency. “County Seniority” is the total length of continuous service in a position or succession of positions with the County of Cuyahoga, dating back to the last date of hire, excluding breaks in service.

Section 13.2

All seniority shall be terminated in the following situations:

- A. Resignation of the employee
- B. Discharge of employee for just cause and cause is upheld
- C. The employee fails to return at the expiration of a leave of absence
- D. The employee fails to report after a recall from a layoff in the specified time period
- E. The employee is laid off for a period greater than twelve (12) consecutive months

ARTICLE 14.
LAYOFF/POSITION ABOLISHMENT/RECALL

Section 14.1

The County may layoff from the work force whenever a reduction in force is necessary due to: lack of work, lack of funds, job abolishment, or reorganization.

Section 14.2

Bargaining unit employees shall be laid off in the following order:

- Part-time employees who have not completed their probationary period.
- Full-time employees who have not completed their probationary period.
- Part-time employees who have completed their probationary period.
- Full-time employees who have completed their probationary period.

Section 14.3

Layoffs shall be based upon Agency Seniority as defined in this Agreement in the order of least seniority to most seniority.

When layoffs are necessary, employees shall be laid off based on inverse order of Agency Seniority within their job classification. An employee who is displaced from their classification due to layoffs, can bump another less senior bargaining employee in a similar or lower classification in any unit in the Forensic Science Laboratory only when the displaced employee:

- A) has more Agency Seniority than the bumped employee;
- B) has the necessary qualifications for the bumped position; and,
- C) can perform the duties of the bumped employee with minimal training.

If Agency Seniority is the same, Classification Seniority will be used. If Classification Seniority is also the same, Seniority will then be determined by an alphabetical listing of their last name, with "A" being the highest and "Z" being the lowest in seniority. An employee who bumps into another classification or a position in the same classification but in a different unit of the Forensic Science Laboratory shall be required to serve a one hundred twenty (120) day probationary period. An employee who fails such probationary period shall be laid off and placed on a recall list.

Section 14.4

In the event an employee is laid off, the employee shall receive payment for earned but unused vacation and for any unpaid compensatory time no later than the next full pay period after the effective date of layoff.

Section 14.5

The employee shall be given at least fourteen (14) calendar days advance written notice of layoff indicating the circumstances under which the layoff is made, unless an emergency arose that would not permit fourteen (14) calendar days advance notice. Notice of layoff shall be provided by means of certified mail to the employee's home address as shown in the County personnel records, and via email to the employee.

Section 14.6

Recall lists shall be created for each classification for which there is an employee who was laid off. The most senior employee on the list for a given classification will be recalled when a vacancy that the County determines to fill in that classification arises provided that the employee is qualified to perform the work. The recall list shall be effective for a period of twelve (12) months from the effective date of the layoff.

Section 14.7

Notice of recall shall be provided by means of certified mail to the last known address as provided in the County personnel records. It is the obligation of the employee to keep the County advised in writing of their current address which shall be the location that any notice (including notice of recall) is sent.

Section 14.8

The recalled employee shall have five (5) calendar days after the date of receipt of the recall notice to notify the employer of their intention to return to work and shall have fourteen (14) calendar days following the day of receipt of the recall notice to report for duty, unless a different date for returning to work is specified in the notice.

Section 14.9

Failure to notify the Employer and report to duty within the established timeframe shall be deemed a rejection of the offer of recall and result in an immediate termination of seniority and employment and no further offer of employment shall be made.

ARTICLE 15. BULLETIN BOARDS

Section 15.1

The Employer will provide space for a bulletin board and provide the bulletin board for exclusive use by the Union. The bulletin board will be located in a conspicuous and mutually agreed upon location where it will be available to all employees. Any notices or literature posted do not have to be approved by the Employer prior to being posted. The Union agrees that no notices will be posted on the bulletin board that contains any or all of the following:

- A. Personal attacks upon any employees of the County
- B. Scandalous or derogatory attacks upon the administration or County Officials
- C. Any obscene or ethnic materials
- D. Attacks on any other employee organization

Section 15.2

The Executive Director or designee shall cause to be removed, anything posted on the bulletin board that is in violation of this Article.

ARTICLE 16. WORK RULES

Section 16.1

The Employer agrees that the work rules and regulations of the Cuyahoga County Regional Forensic Science Laboratory shall be furnished to all bargaining unit employees in written form for all duties performed by all bargaining unit employees.

Section 16.2

To the extent possible, the Employer agrees that amendments to the work rules shall be provided to the Union in written form fourteen (14) calendar days in advance of their implementation.

Section 16.3

The work rules and regulations shall be applied consistently by the Employer and may not violate any provisions of this Agreement, or any Federal, State or Local Laws.

Section 16.4

Job classifications shall be furnished to all employees in written form. Any changes in job classifications shall be reduced to writing, fourteen (14) calendar days in advance of implementation.

ARTICLE 17. OUTSIDE EMPLOYMENT

Section 17.1

An employee must notify and register with the County Inspector General's Office any outside employment within thirty (30) days of accepting such employment. An employee may have outside employment if there is no conflict of interest with the employee's county employment, as long as it does not impair performance as a County employee. No employee may consult, testify, or provide services, which are similar in nature to the job they hold with the Cuyahoga County Regional Forensic Science Laboratory for work that may occur in Cuyahoga County or any related counties. Employees shall keep the Employer apprised of any similar work and notify the Lab Director of such work to ensure that no conflict exists.

ARTICLE 18. WORK HOURS

Section 18.1

The standard workweek for all full-time employees covered by the terms of this Agreement shall be forty (40) hours. The workweek shall be computed based on a work period from 12:01 A.M. Sunday of each calendar week until 12 midnight the following Saturday. The Employer shall ensure that weekend assignments will be equitable to all full-time employees, when applicable.

Section 18.2

Employees shall normally work five consecutive days M-F, between the hours of 7am – 7pm, totaling forty (40) hours per week subject to operational needs. Each Employee shall have a set

schedule that is approved by the Employee's supervisor. The set schedule may be changed or flexed by Employee request and Employer approval. Each instance of flexing of an Employee's work day cannot impede agency operations and must be approved by their supervisors; such approval shall not be unreasonably withheld. Flex time may not be used to create a permanent, alternative schedule.

Section 18.3

Alternative schedules (including four (4) 10-hour days, working Saturdays and Sundays, etc.) may be considered. Such alternative work schedules must allow for operational needs to be met and must be approved by the Employee's supervisor.

ARTICLE 19. OVERTIME

Section 19.1

Overtime is defined as any hours worked in excess of forty (40) hours in one (1) work week. These hours shall be compensated at one and one-half (1.5) times the regular rate of pay. The County shall have the right to offer compensatory time off in lieu of pay for overtime at a rate of one and one-half (1.5) times the overtime hours worked. When calculating an Employee's eligibility to receive overtime, the forty (40) hours worked will include actual work time, holiday time, and approved vacation/compensatory/exchange time used, but shall not include sick time used.

The County shall pay out any designated amount of accrued compensatory time within six (6) months of the end of the pay period within which the time was accrued. However, if the six (6) months falls within the middle of a pay period, then at the end of the pay period. Compensatory time off must be taken within one-hundred-eighty (180) calendar days of its accrual, or it will be converted into cash payment.

Section 19.2

A. Voluntary Overtime

The Employer shall post overtime opportunities for the laboratory staff to sign up on a voluntary basis. The Employer shall maintain a copy of the list of the Employee's overtime hours worked. Errors in the distribution of overtime hours shall be corrected at the earliest opportunity for overtime to be assigned. There shall be equal opportunity for all qualified employees to take on overtime hours.

B. Mandatory Overtime

If the Employer has exhausted the list of potential employees for voluntary overtime opportunities, the Employer may order employees by mandatory assignment, excluding those employees on pre-approved vacation. Mandatory overtime assignments shall be made in reverse order of classification seniority.

Section 19.3

Throughout this entire Agreement, there shall be no pyramiding of time or compounding of overtime for premium payments.

Section 19.4

Any employee required to be on stand-by status outside of their typical work hours shall receive a minimum of two (2) hours of compensation at the appropriate rate. Any employee required to report for duty while on stand-by status, or otherwise called in during hours not scheduled, shall receive a minimum of four (4) hours of compensation at the appropriate rate for each call in, but not less than the actual time spent on the call in, whichever is greater. If these hours worked exceed the employee's forty (40) hours for the work week, overtime rules apply. An employee shall not receive the two (2) hours of standby pay should they be called in.

Section 19.5

Any additional duties related to work performed in the lab shall first be offered to bargaining unit members before any non-bargaining unit employees of the County are considered. If training is required for said tasks, this will be provided by the employer.

Section 19.6

Employees subpoenaed and required to attend a court proceeding for a matter that is work-related shall do so during their normal working hours when feasible. If these hours exceed the 40-hour work week, overtime rules apply. If the employee must stay at court past their normal working hours or report prior to/after their normal working hours, they may flex the hours towards the 40-hour work week or accrue compensation time (at 1.5x hours worked) or earn overtime pay (at 1.5x regular pay rate). For each court appearance required of the employee in the course of their duties on a day that the employee is not scheduled to work, the affected employee shall be compensated for actual time at the court.

ARTICLE 20. JURY DUTY

Section 20.1

Any full-time employee who is summoned for jury duty shall be granted leave with full pay for the day of the jury duty. An employee shall provide the Employer with a copy of the jury duty summons when requesting such leave. Leave shall commence on the date of appearance noted on such summons. The Employer shall be notified immediately upon completion of the jury duty obligation.

Section 20.2

Any compensation or reimbursement for jury duty shall be remitted to the Employer. If the employee is released early from the jury duty obligation, the employee shall report to work in order to complete their assigned shift, provided that three (3) or more hours remain in such shift. In the cases of employees working other than the day shift when they are called to jury duty, the affected employee will be scheduled a day shift for that day or week in which the employee is required to report for jury duty.

ARTICLE 21. CLOTHING/EQUIPMENT

Section 21.1

All bargaining unit employees shall receive five (5) pairs of scrubs at the start of employment. Each successive year, each employee shall receive two (2) new sets of scrubs. Alternatively, an employee may decline the County's scrubs and may purchase scrubs from an outside vendor and submit their original receipts for reimbursement up to an amount equal to the cost of scrubs purchased by the County.

Section 21.2

Upon hire, employees receive an identification badge from the County at no cost. Employees are required to visibly wear their identification badges while on County property, and/or while performing County business. Employees must notify their supervisor as soon as practical if their identification badge is lost, stolen, damaged or stops working. If an employee loses their identification badge, replacement shall be at the employee's cost. The employee can submit a request for ID badge replacement form to the Human Resources Department to have a new identification badge issued. When the County determines that an identification card is worn out, through no fault of the employee, it shall be replaced at no cost. If an employee has not had an updated identification card within the last seven (7) years of the effective date of this Agreement, and the employee's photograph is significantly different from the employee's current appearance, then the County shall provide the employee with an updated identification card. Employees must return their identification badge to their supervisor or Human Resources upon end of employment.

ARTICLE 22. PROMOTIONS

Section 22.1

Promotions will be based upon consideration of the following factors:

- A. Attendance
- B. Disciplinary Action
- C. Education
- D. Experience
- E. Job Performance
- F. Seniority (considered in the following order: 1. Classification Seniority, 2. Agency Seniority, and 3 County Seniority);
- G. Skill; and
- H. Training

Section 22.2

Notice of all bargaining unit positions to be filled shall be emailed to all bargaining unit employees. If applicants are substantially equal, seniority shall govern. If no bargaining unit employees apply for the position, or none are qualified for the position, then the Employer may seek external candidates.

Section 22.3

Employees who are promoted to a higher position within the bargaining unit shall be placed at the lowest step in the appropriate pay range which provides a minimum of a four percent (4%) increase.

Section 22.4

A bargaining unit employee promoted to a Supervisory position and who is subsequently returned to the bargaining unit within one (1) year of promotion shall not forfeit the employee's seniority. The employee shall be returned to their position if it has not been filled, or if the County determines there is a vacancy. If the position has been filled, the County will use best efforts to return the employee to a similar position. However, return of employee to the bargaining unit does not guarantee return to the employee's original position if the position has been filled.

ARTICLE 23. TUITION REIMBURSEMENT

Section 23.1

Bargaining unit members shall be eligible for the same tuition reimbursement as non-bargaining employees as set forth in the Employee Handbook.

ARTICLE 24. TRAINING AND TRAVEL

Section 24.1

The Employer and Union agree that in order to maintain an efficient and professional work force within the Cuyahoga County Regional Forensic Science Laboratory, the Employer will provide and maintain an adequate internal training program for its employees. The Employer shall pay for all required training.

Section 24.2

Employees may be allowed to attend relevant external work trainings at the discretion of the employer and based on the funding of the Employer, with all employees receiving equal opportunity for these events. Additional opportunities will be considered based on Employer's discretion and funding availability.

Section 24.3

Travel and mileage reimbursement shall be in accordance with the Cuyahoga County Travel Policy.

ARTICLE 25. SUBCONTRACTING

Section 25.1

After consideration of offering overtime to qualified bargaining employees, in the interest of efficient and/or effective operations of the Regional Forensic Sciences Laboratory, and consistent with past practice, the County may contract out work that can be or has been

performed by bargaining unit employees provided that such assignment does not reduce the working hours, or result in the layoff of current bargaining unit employees. The County will not contract work out of the bargaining unit for arbitrary or capricious reasons.

ARTICLE 26. HOLIDAYS

Section 26.1

The following holidays are observed and paid if you are a full-time County employee:

- A. New Year's Day
- B. Martin Luther King Day
- C. President's Day
- D. Memorial Day
- E. Juneteenth
- F. Independence Day
- G. Labor Day
- H. Columbus Day
- I. Veteran's Day
- J. Thanksgiving Day
- K. The day after Thanksgiving
- L. Christmas Day

In the event, any of the aforesaid holidays fall on Saturday, the Friday immediately preceding the actual holiday shall be observed as the holiday. In the event, any of the aforesaid holidays fall on Sunday, the Monday immediately following the actual holiday shall be observed as the holiday.

Section 26.2

Part-time employees shall be paid time and one-half (1.5x) for those hours actually worked during the twenty-four (24) hour holiday period, starting at 12:00 AM and ending at 11:59 PM. Full-time employees will be paid time and one-half (1.5x) for those hours actually worked during the twenty-four (24) hour holiday period, in addition to the straight eight (8) hours of holiday pay. In cases where an employee's shift is split between a regular work day and a holiday, the employee will only receive time and one-half for those hours worked during the twenty-four (24) hour holiday period.

Section 26.3

The current practice of granting early dismissals and late arrivals at the discretion of the Employer during events of inclement weather/Holidays/etc. shall continue. Bargaining unit employees shall be granted these same benefits as non-bargaining unit County employees.

ARTICLE 27. SICK LEAVE

Section 27.1

Sick Leave shall be provided in accordance with the Employee Handbook. Any change to the Employee Handbook regarding Sick Leave shall be applicable to bargaining unit members. However, the benefits set forth in the Sick Leave provisions in the Employee Handbook shall not be less than the benefits set forth in the Employee Handbook as it existed at the time of County Council ratification of this Agreement.

ARTICLE 28. VACATION LEAVE

Section 28.1

All full-time employees shall earn vacation leave according to their service as follows:

Length of Ohio Public Service Completed	Accrual Rate (hours earned per 80 hours in active status)	Annual Amount (hours earned per 2080 hours in active pay status)	Maximum Accrual Balance (total hours)
Less than 5 years	3.1	80	240
5 years – less than 15 years	4.6	120	360
15 years – less than 25 years	6.2	160	480
25 years or more	7.7	200	600

Section 28.2

The Ohio Public Service required in each instance need not be continuous. An employee shall have prior service with an Ohio county, municipal corporation, township, or state agency counted for the purpose of computing the amount of the employee's vacation leave. However, an employee may not transfer vacation leave credit from another appointing authority to Cuyahoga County.

Section 28.3

Vacation is credited each biweekly pay period and shall accrue while employee is in active paid status.

Section 28.4

Part-time employees (those working less than thirty (30) hours per week) are not entitled to earn Vacation Leave. Part-time benefits eligible-employees shall be credited vacation time based on their hours worked during each pay period.

Section 28.5

An employee separating from the County is eligible for payout of their accrued vacation leave balance, minus any fees, charges, or outstanding financial obligations the employee may have to the County.

Section 28.6

All requests for vacation leave must be submitted and approved on the "Request for Leave" through the MyTime portal and must receive prior approval. An employee shall have sufficient time in their vacation bank, at the time of a request, to cover any requested vacation leave. Supervisors shall respond to time off requests in a timely manner and not deny requests without just cause.

ARTICLE 29. LEAVE DONATION

Section 29.1

Leave Donation shall be provided in accordance with the Employee Handbook. Any change to the Employee Handbook regarding Leave Donation shall be applicable to bargaining unit employees.

ARTICLE 30. WAGES

Section 30.1

Beginning with the first full pay period following ratification and approval of this Agreement by County Council and full execution by the parties, wage rates shall be established as set forth in the Wage Table attached as Appendix A to this Agreement.

Effective the first full pay period in January 2023, bargaining unit employees shall receive a two percent (2%) Cost of Living Adjustment ("COLA") as set forth in the Wage Table attached as Appendix A to this Agreement.

For calendar year 2024, there shall be a re-opener to establish the terms of the COLA.

Section 30.2

Effective the first full pay period in May 2023 and 2024, employees shall proceed to the next step in the wage grades set forth in Appendix "A."

Section 30.3

The County shall have the sole discretion to place a newly-hired employee at an advanced step of the wage schedule based on prior documented experience in an accredited forensic laboratory directly related to the bargaining unit position.

ARTICLE 31. TEMPORARY LEAD ASSIGNMENT

Section 31.1

When operational needs require, management may designate a Forensic Scientist 3 to temporarily assist with the duties of a supervisor during time of absence due to vacation, sick time, FMLA, or other form of absence. If the unit does not have an available Forensic Scientist

3 to serve as the temporary lead, a Forensic Scientist 2 may be considered. This temporary lead assignment shall be compensated at the rate of one dollar and seventy-five cents (\$1.75) per hour over the employee's applicable hourly wage rate for each hour of fulfilling such temporary assignment. The temporary lead shall schedule, assign, and direct work of other bargaining unit members at the direction of management. The temporary lead shall not have the authority to hire, fire, or discipline employees. To be eligible for the temporary lead rate, the employee must perform the lead duties for a minimum of three (3) consecutive days.

ARTICLE 32. EMERGENCY RELIEF

Section 32.1

In cases of emergency declared by the President of the United States, Governor of the State of Ohio, the Cuyahoga County Executive and Council, the Federal or State Legislature, or the Sheriff of Cuyahoga County, such as acts of God or civil disorder, the following conditions of the Agreement may be automatically suspended:

- A. Time limits for the Employer or the Union on replies on grievances
- B. Selected work rules and/or agreements and practices relating to the assignment of employees

Upon termination of the emergency, should valid grievances exist, they shall be processed in accordance with provisions outlined in the grievance procedure in Article 9, and proceed from the point they had been processed before the emergency.

ARTICLE 33. HEALTH AND SAFETY

Section 33.1

Safety in the workplace is the mutual concern of the Employer, the Union, and the employees. The Union will cooperate with the Employer in promoting employees to observe safety rules and regulations.

Section 33.2

All employees are responsible for notifying the Employer of any equipment or conditions that the employee believes to be unsafe. The Employer shall be responsible for evaluating and correcting any equipment or conditions, if determined to be unsafe by the Employer, within a reasonable period of time.

Section 33.3

Basic first aid and/or training related to hazards encountered on the job training shall be provided to employees, and necessary equipment to administer Basic First Aid and CPR shall be provided by the Employer. This includes training on the use/administration of and provision of non-expired at-hand emergency equipment (i.e. Narcan kits, AED machines). All employees that handle

firearms in the bargaining unit must perform annual firearm safety training (external or internal). Employees will not be required nor permitted to handle hazardous materials and/or firearms until this training has been completed.

Section 33.4

The Employer shall make all reasonable efforts to comply with applicable federal, state, and local safety regulations as they relate to employee's exposure to hazardous materials and/or unsafe working conditions.

Section 33.5

All Personal Protective Equipment, including gloves, masks, lab coats, and other related equipment used in performing work duties shall continue to be furnished at no cost to the employee. The employer will endeavor to furnish a product of adequate quality.

Section 33.6

An employee who suffers a blood born pathogen exposure in the workplace or in the performance of the employee's duties shall be referred to a health care facility appropriate for follow up.

Section 33.7

The Employer shall provide each new employee with the Hepatitis B vaccination series or appropriate Titer test to ensure the conversion of the Hepatitis B antibody. The employer shall provide for each new employee to schedule their first shot within the probationary period. The Employer shall refer each employee to a healthcare facility or appropriate laboratory for standardized blood tests for an occupational exposure.

Section 33.8

The County shall provide a safe and healthy workplace environment. The County shall continue to make reasonable provisions for the safety and health of its employees. A safe environment and efficient work operation are of mutual concern to the County and the Union.

ARTICLE 34. MEAL PERIODS/REST BREAKS

Section 34.1

Employees shall be allowed a one (1) hour paid lunch period. To qualify for the paid lunch period, employees must work a minimum of five and one half (5.5) hours inclusive of the lunch period. In addition, County employees may receive two paid breaks of up to fifteen (15) minutes in duration. Breaks shall follow the below guidelines:

- One break may be taken in the first half of the work day and one may be taken in the second half of the work day.
- Breaks shall not abut the end or beginning of the lunch period.
- Breaks and lunch periods cannot be used to make-up tardiness or quitting early. For example, an employee who is scheduled to end their day at 4:30 may not leave for the day at 3:30 p.m. and take their lunch from 3:30 to 4:30 p.m.

- An employee must return to work after a lunch period for that period to be considered a paid lunch period.
- Employees who are nursing mothers should reference the Lactation Policy in the Employee Handbook.
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ARTICLE 35. LEAVE OF ABSENCE

Section 35.1 Leave of Absence Without Pay

Leave of Absence will be granted in accordance with the Employee Handbook. Any change to the Employee Handbook regarding Leave of Absence shall be applicable to bargaining unit employees. However, the benefits set forth in the Leave of Absence provisions in the Employee Handbook shall not be less than the benefits set forth in the Employee Handbook as it existed at the time of County Council ratification of this Agreement.

Section 35.2 Military Leave

Military leave shall be granted in accordance with applicable federal and state law. An employee seeking military leave (paid or unpaid) should contact Human Resources as soon as possible. Any supervisor or department director who becomes aware of an employee's possible need for military leave should immediately notify Human Resources.

Section 35.3 Family Medical Leave

The County will abide by the provisions of the Family Medical Leave Act of 1993 and in accordance with state and federal law.

Section 35.4 Bereavement Leave

Bereavement Leave shall be provided in accordance with the Employee Handbook. Any change to the Employee Handbook regarding bereavement leave shall be applicable to bargaining unit employees.

ARTICLE 36. NO STRIKE/NO LOCKOUT

Section 36.1

The Employer agrees not to cause, permit, or engage in any lockout of its employees during the term of this Agreement.

Section 36.2

The Union agrees that neither it, its agents, representatives, nor any of its members or any employees covered by this Agreement, individually or collectively during the term of this Agreement, shall for any reason, cause, permit or engage in picketing, a sit down, a strike, a boycott, a stand in, a slowdown, a work stoppage, curtailment or restriction of production or interference or interruption of work or other interference with the Employer's business, including

but not limited to a general strike, a sympathy strike, a slow down or other interference or interruption of work or the employer's business or operation.

Section 36.3

The Employer and Union agree that the Grievance Procedure of this Agreement is adequate to provide a fair and final determination of all grievances arising under the terms of this Agreement. It is the desire of the Union and the Employer to avoid strikes and work stoppages and any and all other conduct set forth above in this Article.

Section 36.4

In the event that any employee or group of employees engages in any of the conduct described above during the term of this Agreement, the Employer has the exclusive right to discipline, up to and including discharge, any employee who engages or participates in such activities.

Section 36.5

The Union and its officers, agents and members shall not authorize, condone, ratify, permit, sanction or acquiesce in any of the activities described above in this Article and, should any such activities occur, the Union, by its officers, agents and members, shall be obligated to take affirmative steps to terminate such activities including but not limited to promptly ordering its members to resume their normal work duties, notwithstanding the existences of any picket line.

ARTICLE 37. HEALTH INSURANCE BENEFITS

Section 37.1

An eligible Employee is defined as a full time Employee covered by this Agreement. The Flex Count Plan (the plan) is defined as the section 125 or cafeteria plan, which is provided by the Employer for health insurance benefits, including supplemental benefits (e.g. life insurance, dental and vision plans) for County employees. The Employer shall provide eligible Employees the opportunity to enroll in the plan once during each plan year at its annual open enrollment period. The plan year commences on January 1, and ends on December 31 of the calendar year, but is subject to change. All employees who work less than thirty (30) hours per week on a regular basis will not be eligible for health insurance benefits.

Section 37.2

Bi-weekly Employee contributions for medical and prescription drug benefits shall be determined as follows:

a) METROHEALTH PLAN

- 1) For all three years of the Agreement, the County shall offer an HSA plan through MetroHealth at no biweekly cost to employees.
- 2) The bi-weekly contribution for a non-HSA plan offered through MetroHealth shall be as follows:
 - a. 2022: 93% Employer, 7% Employee.

b. 2023: 93% Employer, 7% Employee

c. 2024: Re-opener

b) OTHER BENEFIT PLANS

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

1) 2022: 86% Employer, 14% Employee.

2) 2023: 86% Employer, 14% Employee.

3) 2024: Re-opener

Section 37.3

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

Section 37.4

Effective January 1, 2021, and through the expiration of this Agreement, the Employer shall contribute 86% of the costs for the ancillary benefit plans (i.e. vision and dental) and the Employee shall contribute 14% of the cost for ancillary benefit plans.

Section 37.5

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

Section 37.6

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

Section 37.7

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

Section 37.8

A waiting period of no more than one hundred twenty (120) calendar days may be required before new Employees are eligible to receive health and/or other insurance benefits. During the waiting period, the Employer may require Employees who desire coverage to purchase it through

a third-party vendor instead of participating in the County plans that are offered to regular full-time Employees. New Employees shall be eligible to participate in the County plans on the first date of the first month following completion of the waiting period.

ARTICLE 38.

FITNESS FOR DUTY EXAMINATION

Section 38.1

Where there is reasonable cause to believe that an individual employee is using, soliciting or is under the influence of drugs or alcohol at work, such employee will be directed to report to a County designated physician or medical clinic for a fitness for duty examination.

Section 38.2

The exam will be performed on County time and at County expense and will involve appropriate testing, including possible urine or blood tests or breathalyzer exam as determined by the appropriate medical personnel.

Section 38.3

An employee may be referred for such fitness for duty screening if a supervisor has reasonable suspicion that the employee is then under the influence of alcohol or a controlled chemical substance and shall be made based only upon specific, objective facts and reasonable inferences drawn from those facts in the light of experience, that the employee is then under the influence of drugs or alcohol so as to endanger fellow employees or otherwise adversely impact on the employee's ability to perform, the employee's job duties.

Section 38.4

When a supervisor has reasonable suspicion that an employee is impaired, the supervisor and one manager will complete a form which will be presented to the County Department of Human Resources the same day. If Human Resources determines that there is probable cause, it shall arrange for a Fitness of Duty Examination and notify the Union prior to testing.

Section 38.5

An employee may also be referred for mandatory urine or breathalyzer tests to determine substance abuse under the following circumstances:

(A) As part of a disciplinary probation for employees who have violated the County's drug and alcohol rules, or (B) For employees returning from leaves of absence if they have given management a reason to suspect possible illegal drug and/or alcohol abuse. Possible reasons to suspect substance abuse include, but are not limited to, documented evidence of deteriorating job performance or documentation of aberrant behavior in instances where these reasons arose in the six (6) month period immediately preceding the leave of absence. If the employee consents, then the County may refer the employee for a blood test.

Section 38.6

An employee shall be entitled to the presence of a Union representative before testing is administered.

Section 38.7

As concerns urine samples for drug testing, subject employees will undergo an initial screen (EMIT) test. For any positive results, a confirmatory test employing the gas chromatography/mass spectrometry (GC/MS) test will be used. The County will ensure that there is a continuous chain of custody of any sample taken from an employee. Specifically, the County shall ensure that each individual who handles the sample shall provide written documentation of test performed (or necessity for handling the sample), the date and time of the testing, and their name, as well as the next individual to whom the sample is delivered. Specimen collection will occur in a medical setting and every precaution shall be taken to ensure that the procedures shall not demean, embarrass, or cause physical discomfort to the employee.

Section 38.8

To the extent permitted by law, the results of any drug and alcohol screening test will be kept strictly confidential. An employee who tests positive for drugs and/or alcohol will have the opportunity to rebut the results. Copies of any such evaluation shall be provided to the County and to the individual tested. Where urine or blood samples have been taken, the samples will be preserved for a reasonable period of time and such employee will have the opportunity to take these samples to a reputable physician or laboratory of their choosing for re-testing.

Section 38.9

Employees who may be drug or alcohol dependent are encouraged to voluntarily seek professional assistance through a reputable treatment program. The County's Employee's Assistance Program (EAP) can provide counseling and referral. To the extent permitted by law, all records of an employee seeking medical rehabilitation for drug or alcohol dependency, either through EAP or otherwise, will be kept strictly confidential. Voluntary assistance should be sought before dependence affects job performance so as to endanger fellow employees or otherwise adversely impact the employee's ability to perform their job duties.

Section 38.10

The EAP program does not supplant or alter the normal discipline and grievance procedure. An employee subjected to disciplinary charges which include substance abuse on the job will be given access to the drug or alcohol screening results, the ability to have privately tested the blood or urine sample at an independent laboratory, and the opportunity to rebut the allegation of substance abuse. Any disciplinary order issued to an employee which includes allegations or substance abuse on the job shall list the basis upon which it was determined that there was reasonable cause to believe that the employee was using drugs or was under the influence of drugs or alcohol at work.

Section 38.11

Any employee found to have positive screens for drugs and/or alcohol must be given medical clearance by a qualified physician acceptable to the County before returning to work.

ARTICLE 39.
MISCELLANEOUS

Section 39.1

The Employer shall provide and pay the premiums for individual life insurance coverage with a death benefit at the current level for full-time employees. The plan will only be modified if Cuyahoga County's life insurance plan is modified, and the Union will be given notice of the change.

Section 39.2

The Employer shall continue to provide flexible-spending account benefits to all bargaining unit employees, including Medical FSA, Dependent Care FSA, and Transportation FSA. The plan will only be modified if Cuyahoga County's FSA plan is modified, and the Union will be given notice of the change.

Section 39.3

The Employer shall continue to provide bargaining unit employees with a Wellness Program and shall offer the same incentives that are offered to non-bargaining unit county employees. The plan will only be modified if Cuyahoga County's Wellness program is modified, and the Union will be given notice of the change.

Section 39.4

Employees will continue to participate in the Ohio Public Employee Retirement System. The contribution rates will continue to be set by the state of Ohio. The plan will only be modified if Cuyahoga County's Retirement Plan is modified, and the Union will be given notice of the change.

Section 39.5

Employees can choose to contribute to a Deferred Compensation Plan. Employees may authorize a portion of their pay to be withheld and invested to supplement their future retirement income. Unless otherwise provided by law, money contributed to a Deferred Compensation Plan and any earnings on those contributions are not subject to federal or state income tax until those monies are paid to the employee, at the point of retirement or at the point of an approved withdrawal.

Section 39.6

Employees in this bargaining unit will continue to receive employee assistance through the Employee Assistance Program offered to non-bargaining unit employees. The plan will only be modified if Cuyahoga County's EAP is modified, and the Union will be given notice of the change.

ARTICLE 40.
DURATION OF AGREEMENT

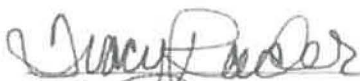
Section 40.1

This Agreement shall be effective upon full execution of this Agreement after ratification and approval by County Council and shall remain in full force and effect until December 31, 2024, at 11:59 p.m.

Section 40.2

If either party desires to modify, or amend this Agreement upon its termination, it shall give written notice of such intent to a representative of the other party no earlier than one hundred and twenty (120) calendar days prior to nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by electronic mail as approved by the State Employee Relations Board.

FOR THE UNION:
Fraternal Order of Police,
Ohio Labor Council, Inc.



Tracy Rader, Staff Representative

4/28/2022

Date

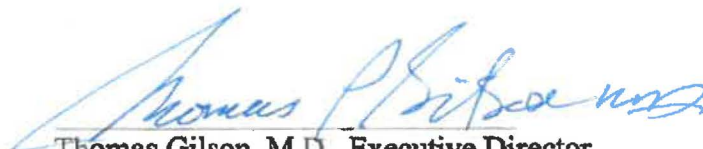
FOR THE COUNTY:



Armond Budish, Cuyahoga County
Executive

5-2-22

Date



Thomas Gilson, M.D., Executive Director
Cuyahoga County Regional Forensic
Science Laboratory

4/28/22

Date

Approved as to legal form and correctness:



Nora L. Hurley
Cuyahoga County Law Department

APPENDIX A
WAGE TABLE

Wage Grade 1	Classification(s) Included	Year	1	2	3	4	5	6	7	8	9	10
	Administrative Assistant 1	2022	\$17.51	\$18.00	\$18.47	\$18.96	\$19.45	\$19.95	\$20.44	\$20.82	\$21.20	\$21.57
		2023	\$18.22	\$18.72	\$19.21	\$19.72	\$20.23	\$20.75	\$21.26	\$21.65	\$22.05	\$22.44
		2024	Reopener									

Wage Grade 2	Classification(s) Included	Year	1	2	3	4	5	6	7	8	9	10
	Evidence Technician	2022	\$19.70	\$20.09	\$20.50	\$20.91	\$21.32	\$21.75	\$22.19	\$22.63	\$23.08	\$23.54
		2023	\$20.09	\$20.50	\$20.91	\$21.32	\$21.75	\$22.19	\$22.63	\$23.08	\$23.54	\$24.01
		2024	Reopener									

Wage Grade 3	Classification(s) Included	Year	1	2	3	4	5	6	7	8	9	10
	Administrative Assistant II	2022	\$20.67	\$21.25	\$21.81	\$22.41	\$22.96	\$23.54	\$24.12	\$24.58	\$25.01	\$25.46
		2023	\$21.49	\$22.10	\$22.68	\$23.31	\$23.88	\$24.49	\$25.09	\$25.57	\$26.01	\$26.48
		2024	Reopener									

Wage Grade 4	Classification(s) Included	Year	1	2	3	4	5	6	7	8	9	10
	Laboratory Technician	2022	\$24.74	\$25.23	\$25.74	\$26.25	\$26.78	\$27.31	\$27.86	\$28.42	\$28.99	\$29.57
		2023	\$25.23	\$25.74	\$26.25	\$26.78	\$27.31	\$27.86	\$28.42	\$28.99	\$29.57	\$30.16
		2024	Reopener									

Wage Grade 5	Classification(s) Included	Year	1	2	3	4	5	6	7	8	9	10
	Forensic Scientist 1	2022	\$29.09	\$29.67	\$30.27	\$30.87	\$31.49	\$32.12	\$32.76	\$33.42	\$34.08	\$34.77
		2023	\$29.67	\$30.27	\$30.87	\$31.49	\$32.12	\$32.76	\$33.42	\$34.08	\$34.77	\$35.46
		2024	Reopener									

Wage Grade 6	Classification(s) Included	Year	1	2	3	4	5	6	7	8	9	10
	Forensic Scientist 2	2022	\$35.14	\$35.84	\$36.56	\$37.29	\$38.04	\$38.80	\$39.57	\$40.36	\$41.17	\$42.00
		2023	\$35.84	\$36.56	\$37.29	\$38.04	\$38.80	\$39.57	\$40.36	\$41.17	\$42.00	\$42.84
		2024	Reopener									

Wage Grade 7	Classification(s) Included:	Year	1	2	3	4	5	6	7	8	9	10
	-Forensic Scientist 3	2022	\$41.82	\$42.66	\$43.51	\$44.38	\$45.27	\$46.17	\$47.10	\$48.04	\$49.00	\$49.98
	-AFIS Program Officer	2023	\$42.66	\$43.51	\$44.38	\$45.27	\$46.17	\$47.10	\$48.04	\$49.00	\$49.98	\$50.98
		2024	Reopener									

APPENDIX B

SIDE LETTER OF AGREEMENT **REGARDING INITIAL WAGE SCALE PLACEMENT**

For the purposes of this initial agreement, employees shall be placed at the step on their classification's wage table based upon the table below. Employees shall be placed in accordance with their Agency Seniority.

Initial Union Wage Grade Step Placement				
	Step 1	Step 3	Step 5	Step 7
FS1	< 4 Years	4-<6 Years	6-<9 Years	9+
FS2	< 4 Years	4-<6 Years	6-<9 Years	9+
FS3	< 4 Years	4-<9 Years	9-<15 Years	15+
All others	< 4 Years	4-<6 Years	6-<9 Years	9+