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AGREEMENT

BETWEEN THE

LORAIN COUNTY SHERIFF

AND THE

**LORAIN COUNTY DEPUTY ASSOCIATION (LCDA)
IN AFFILIATION WITH
FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.
(DEPUTY UNIT)**

EFFECTIVE JANUARY 1, 2020

THROUGH

DECEMBER 31, 2022

SERB CASE #2019-MED-09-0981

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PREAMBLE

This agreement, entered into by the Lorain County Sheriff, hereinafter referred to as the “Employer,” and the Lorain County Deputy Association (LCDA) in affiliation with the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter jointly referred to as the “Union,” has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; to set forth 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; and to provide a peaceful procedure for the resolution of differences in accordance with the grievance procedure contained herein.

ARTICLE 1 UNION RECOGNITION

Section 1.1. The Employer recognizes the Union as the sole and exclusive representative for those employees of the Employer in the bargaining unit as described in the State Employment Relations Board’s order of February 6, 1997, in Case No. 96-REP-09-0199 and amended by the Board’s order of March 23, 2000, in Case No. 99-REP-09-0212 and the Board’s order of October 27, 2016, in 2016-REP-08-0081. Wherever used in this agreement, the term “bargaining unit” shall be deemed to include those individuals employed full-time in and holding one of the job titles listed in this section as follows:

Evidence Officer

Patrol Officer

Section 1.2. Notwithstanding the provisions of this article, management, confidential, professional, supervisory, part-time, probationary, temporary, seasonal, and employees in the unclassified service shall not be included in the bargaining unit.

Section 1.3. All positions and job titles not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit. The Employer agrees they will not change employees’ job titles for the purpose of exclusion from the bargaining unit. Changes in job titles which are necessary due to changes in job duties will also be included in the bargaining unit, except where such changes would cause the position to fall within one of the categories listed in Section 2 of this article.

Section 1.4. Unless delineated specifically by clause, all provisions of this agreement apply equally to all classifications.

ARTICLE 2
UNION REPRESENTATION

Section 2.1. Employees selected by the Union to act as Union representatives shall be known as associates. The associate may have an alternate associate to act in his stead in the absence of the regular associate.

Section 2.2. The Union shall notify the Employer, in writing, of the names of the stewards before they will be recognized by the Employer. The Union shall also notify the Employer, in writing, of the name(s) of the Union representative(s) who has the authority to make binding decisions on behalf of the Union.

For the purposes of this article, appropriate Union representative business is defined as:

- A. Representation of a member at any step of the grievance procedure;
- B. Representation of a member at a disciplinary conference;
- C. Attendance at meetings between the Union and the Employer where the associate's attendance is requested by the member; and
- D. Any other business as deemed appropriate by mutual agreement of the parties.

Provided they have prior authorization from the Sheriff or his designee, a recognized associate shall be permitted reasonable time off with pay to conduct appropriate Union representative business as defined in this section, so long as it does not affect the operations of the Sheriff's Office.

Section 2.3. Rules governing the activity of the steward and alternate are as follows:

- A. The associate or alternate must obtain in advance authorization from his/her immediate supervisor before beginning Union activities;
- B. The associate or alternate shall identify the reason for the request at the time Union activity time is requested;
- C. The associate or alternate shall cease Union activities immediately upon the reasonable order of the supervisor of the area in which Union activity is being conducted, or upon the reasonable order of the associate's or alternate's immediate supervisor; and
- D. Failure to comply with such order may result in disciplinary action if it is found the Union associate or alternate is abusing the rules of this section.

Section 2.4. Any changes made in the associates, alternates, or officers shall be furnished to the Employer as soon as practicable.

Section 2.5. Before leaving the job to conduct Union activity, all Union associates shall be required to complete the representative time form and submit the form to their supervisor. Said form shall be furnished by the Employer and made available to the Union (Appendix A).

ARTICLE 3 DUES CHECK-OFF

Section 3.1. The Employer and the Union agree that membership in the Union is available to all employees occupying job titles as has been determined by this agreement appropriately within the bargaining unit.

Section 3.2. The Employer agrees to deduct regular Union membership dues once each month from the pay of any employee eligible for membership in the bargaining unit upon the individual employee voluntarily signing a written authorization for dues deduction. The employee will sign the Authorization For Dues Deduction Form and provide a copy to the Payroll Officer. The Payroll Officer will send an authorization form and a copy to the County Auditor's Office. Upon receipt of the proper authorization form, the Auditor will deduct Union dues from the payroll check for the payroll period following the pay period in which the authorization was received and dues are deducted by the Employer.

Authorization For Dues Deduction Forms shall be provided by the Union.

Section 3.3. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article, and the Union 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 hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 3.4. The Employer shall be relieved from making such "check-off" deductions upon (a) termination of employment; or (b) transfer to a job other than one covered by the bargaining unit; or (c) layoff from work; or (d) an agreed leave of absence; or (e) revocation of the check-off authorization in accordance with its terms or with applicable law.

Section 3.5. The Employer shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deduction.

Section 3.6. It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions. If a claim of error is made to the Employer, in writing, within thirty (30) days after the date such error is claimed to have occurred, and it is found an error was made, the error will be corrected at the next pay period that Union dues are normally deducted by deducting the proper amount from the pay of the employee to correct said error. Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

Section 3.7. Deductions provided for in this article shall be made during one (1) pay period each month. In the event a deduction is not made for any Union member during any particular month, the Employer, upon written verification of the Union, will make the appropriate deduction from the following pay period if the deduction does not exceed the total of two (2) months regular dues. The Employer will not deduct more than two (2) months regular dues from the pay of any Union member.

Section 3.8. Each eligible employee's written authorization for dues deduction shall be honored by the Employer, unless an eligible employee certifies, in writing, that the dues check-off authorization has been revoked, at which point the dues deduction will cease to be effective the pay period following the pay period in which the written dues deduction revocation was received by the Employer, and a copy of the written revocation shall be forwarded to the Union.

Section 3.9. The Employer will supply to the Fraternal Order of Police, Ohio Labor Council, a list of all employees for whom deductions have been made and it will be transmitted along with the amount of deducted dues to the FOP/OLC, 222 East Town Street, Columbus, Ohio 43215. Dues shall be paid to the FOP/OLC in the first week of the following month.

ARTICLE 4 MANAGEMENT RIGHTS

Section 4.1. The Union shall recognize the right and authority of the Sheriff to administer the business of the Lorain County Sheriff's Office, and in addition to other functions and responsibilities which are required by law, the Union shall recognize that the Employer has and will retain the full right and responsibility to direct the operations of the Sheriff's Office, to promulgate rules and regulations, and to otherwise exercise the rights of management, and more particularly, including but not limited to, the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for just cause, and to maintain discipline among employees;
- B. To manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
- C. To determine each department's goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively and efficiently meet these purposes;
- D. To determine the size and composition of the work force and each department's organizational structure, including the right to layoff employees from duty due to lack of work or lack of funds;
- E. To determine the hours of work and work schedules, and to establish the necessary work rules for all employees;

- F. To determine when a job vacancy exists, and the duties to be included in all job classifications, and the standards of the quality and performance to be maintained;
- G. To determine the necessity to schedule overtime and the amount required thereof;
- H. To determine each department's budget and the uses thereof; and
- I. To maintain the security of records and other pertinent information.

Section 4.2. All rights and responsibilities of the Employer not specifically modified by this agreement or ensuing agreements or memorandums of understanding shall remain the function of the Employer.

ARTICLE 5 EMPLOYEE RIGHTS

Section 5.1. Scope. The provisions of this article shall be followed whenever an employee is suspected of an action or inaction which could result in disciplinary action or criminal charges being filed against the employee.

Section 5.2. Notification. At the time any employee is notified that he or she is the subject of an investigation, the employee shall be given at least two (2) hours prior to any interview to contact a Union associate or Union representative for the purpose of representation. The scheduled interview shall be delayed up to twenty-four (24) hours, if necessary, in order for the employee's choice of Union representative to be present.

- A. In the event of an employee-involved shooting, or use by an employee of physical force resulting in life-threatening physical injury or death, the employee shall be placed on paid administrative leave immediately.
 - 1. The Sheriff may order an immediate administrative investigation to determine compliance with departmental procedures. In such cases, the Employer will notify the Union staff representative of the investigation. However no administrative investigatory interview of the involved employee may take place prior to forty-eight (48) hours after the incident.
 - a. If necessary, the initial on-scene supervisor may administratively order an involved employee to immediately provide public safety information necessary to secure the scene, identify injured parties and pursue suspects. Public safety information is limited to such things as outstanding suspect information, direction of any shots fired, perimeter of the incident scene, identity of known or potential witnesses and any other pertinent information.
 - b. The initial on-scene supervisor should not attempt to order any involved officer to provide any information other than public safety information.

2. Any criminal investigations of an employee-involved shooting will be conducted in accordance with the protocols of the investigating agency. The involved employee shall be entitled to all constitutional rights in accordance with the law.

Section 5.3. Information Provided. An employee shall be informed of the nature of the investigation (whether disciplinary or criminal) and of the factual allegations against the employee known at that time, including a copy of any written complaint against the employee, prior to any questioning.

Section 5.4. Employee Records. Upon request, the employee shall be given a brief time (not to exceed thirty [30] minutes) prior to any questioning to locate and review any written documents the employee possesses regarding the event(s) being investigated in order to be fully prepared to accurately and completely respond to the questioning. An investigating officer may accompany the employee during his or her brief search and review of such documents.

Section 5.5. Criminal Charges. In advance of any questioning, an employee who is to be questioned as a suspect in an investigation that may lead to criminal charges shall be advised of his or her constitutional rights in accordance with the law.

Section 5.6. Conduct of Interview. Any interviewing of an employee will be conducted at hours reasonably related to the employee's shift, preferably during the employee's working hours. Interview sessions shall be for reasonable periods of time, and time shall be allowed during such questioning for attendance to physical necessities. Where it is necessary to interview an employee outside of the employee's working hours, the employee shall be paid his applicable rate of pay, including being paid overtime should the interview time bring the employee's total hours worked into overtime hours as defined in Article 30 of this Agreement.

Section 5.7. Refusal to Answer Questions. In the case of an administrative investigation, before an employee may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, the employee shall be advised that such conduct, if continued, may be made the basis for such a charge. Except as set forth below, no employee shall be charged with insubordination where such refusal is based on the employee's exercise of the rights afforded the employee in regard to a criminal investigation. However, if an employee is informed in writing by the investigating officer that his or her responses to questions will not result in criminal charges against the employee, and the employee is ordered to answer the questions, an employee's refusal to answer questions or refusal to participate in the investigation may form the basis for a charge of insubordination.

Section 5.8. Coercion. Any evidence or testimony obtained in the course of an internal investigation through the use of administrative pressures, threats, coercion, or promises shall not be admissible in any subsequent criminal action or disciplinary proceeding. However, notification to an employee that potential disciplinary action could result if the employee continues to refuse to answer questions or participate in an investigation shall not be construed as administrative pressures, threats, coercion, or promises.

Section 5.9. Complaints. When any anonymous complaint is made against an employee and there is no corroborative evidence of any kind, then the complaint may be classified as unfounded and the accused employee shall not be required to submit a written report. The Employer shall have the discretion to require the employee to submit a written report or statement addressing the complaint. Also, when any citizen complaint is filed greater than sixty (60) days after the date of the alleged event complained of, and where the complaint, if true, could not lead to a criminal charge of any type, such complaint shall be classified as unfounded and the accused employee shall not be required to submit a written report; but he or she shall be notified orally or in writing of such claim.

If in the course of an investigation the complaining party is unable to be contacted, or refuses to assist in the investigation within sixty (60) days of filing the complaint, the complaint shall be classified as unfounded, unless there is independent evidence of wrongdoing by the employee.

Section 5.10. Access. An employee who is charged with violating Sheriff's Office rules and regulations (and his or her Union associate or Union representative when one is involved) shall be provided access to transcripts, records, written statements, and videotapes upon request. Such access shall be provided no later than forty-eight hours (48) prior to the predisciplinary conference to the employee or the Union, at their request.

Section 5.11. Transcripts. When an employee is being interviewed in an internal investigation, such interview shall be tape-recorded by the County if either the Employer or the employee so requests. Tapes of interviews will be made only by the County and a copy of the tape recording will be provided to the employee, upon the request of the employee or his or her Union associate or Union representative. The cost of any transcript made will be split equally between the County and the Union. If desired, the employee or the employee's Union associate Union representative will be afforded the opportunity, upon written request directly to the Sheriff or his designee, to listen to and make personal notes or verify the accuracy of a transcript regarding a tape made of any interview.

Section 5.12. Supervisory Responsibility. All complaints, internal investigations, and departmental charges shall be under the initial province of the employee's immediate supervisor, or if determined necessary by the Sheriff or the Chief Deputy, then to another supervisor in the same division as the employee. In the event of a conflict of interest as determined by the Sheriff, a supervisor in another division may be assigned by the Sheriff to investigate and make recommendations to the Sheriff.

Section 5.13. Polygraph. In the course of questioning, an employee may only be given a polygraph examination (or voice stress analysis, etc.) with his or her consent. Such consent shall set forth the purposes for which the test results may be used. Where an employee consents to such an examination, an examiner shall be chosen by mutual agreement of the County and the employee. No adverse inferences may be drawn against any employee for refusal to submit to a polygraph examination.

Section 5.14. Grievance. If any of these procedures are violated, such violation shall be subject to an Accelerated Grievance Procedure beginning at Step Two.

Section 5.15. Status of Investigations. An employee subject to investigation shall, upon request, be advised at reasonable intervals either that the matter is still under investigation or that the investigation has been concluded, and shall be advised of the conclusion and finding of such investigation.

ARTICLE 6 NO STRIKE/NO LOCKOUT

Section 6.1. Inasmuch as this agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Lorain County. Therefore:

- A. The Union agrees that neither it, its officers, agents, representatives, nor members will authorize, instigate, cause, aid, condone, or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer by its members. When the Employer notifies the Union by certified mail that any of its members are engaged in any such strike activity, as outlined above, the Union shall immediately, conspicuously, post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress, and such notice shall instruct all employees to immediately return to work. Any employee failing to return to work after notification by the Union, as provided herein, may be disciplined, and only the question of whether or not he/she did in fact participate in or promote such action shall be subject to appeal. This provision shall not negate any other legal recourse available to the Employer as provided by Chapter 4117 ORC.
- B. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of members of the Union.

ARTICLE 7 SENIORITY

Section 7.1. “Classification Seniority” shall, in all applications except for vacation accrual, be computed on the basis of the uninterrupted length of continuous service with the Employer, within a basic job classification. Such seniority shall hereinafter be defined as “Classification Seniority.”

For purposes of lateral transfers, service in a specialist classification shall be counted as service in the basic classification:

Basic Classification

Patrol Officer

Specialist Assignments:

Crime Prevention Officer
Detective
Canine Officer
Drug Awareness Resistance Education (DARE) Officer
Environmental Crimes Officer
Civil Process Server
Scales (Highway Weight) Officer
School Resource Officer
Sex Offender Enforcement
Township Officer
Warrants Officer

All other classifications shall be considered basic classifications as follows:

Evidence Officer

Section 7.2. “Seniority” for the purposes of vacation accrual shall be computed on the basis of total uninterrupted length of continuous service with the Employer. Such seniority shall hereinafter be defined as “Departmental Seniority.”

Section 7.3. Other governmental unit employees who transfer to the Sheriff’s Office shall not transfer prior service credit or seniority. However, employees who had been credited with prior service credit prior to execution of this agreement shall retain such prior service credit.

Section 7.4. Employees shall be entitled to exercise their classification seniority for purposes of priority overtime, vacation scheduling, and layoff, in accordance with the specific terms and conditions of this agreement.

Section 7.5. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, the employee loses all previously accumulated seniority.

Seniority shall be caused to terminate when:

1. An employee is discharged for just cause;
2. An employee quits or resigns;
3. An employee retires;
4. An employee is laid off for a period in excess of two (2) years.

An approved leave of absence of six (6) months or less shall not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave. Once continuous service is broken, the employee loses all previously accumulated seniority.

Section 7.6. The Employer shall post a seniority list every twelve (12) months, on the departmental bulletin board, showing the continuous service (classification seniority and

departmental seniority) of each employee. An employee shall have the right to challenge any information on the seniority list within ten (10) calendar days after the list is posted. One (1) copy of the seniority list shall be furnished to the Union upon request.

Section 7.7. Any bargaining unit member returning to the bargaining unit from a position with the Employer that did not require membership in the Union shall return back into the classification seniority list as follows:

- A. Any returning bargaining unit member that was employed as a non-bargaining unit member for the Employer for less than six (6) months shall be returned to the seniority list in the same position as if he had continued in his bargaining unit position.
- B. Any returning bargaining unit member that was employed as a non-bargaining unit member for the Employer unit for six (6) months or more shall be returned to the seniority list in the position that his prior time as a bargaining unit member would place him subtracting any and all time spent in the non-bargaining unit position.

ARTICLE 8 LAYOFF AND RECALL

Section 8.1. Employees may be laid off as the result of lack of work or lack of funds, as determined by the Employer. Whenever a layoff becomes necessary, the Employer shall determine the classification(s) which will be affected, and the number of employees to be laid off within each affected classification. The Employer will notify the Union and affected employees fourteen (14) calendar days in advance of any pending layoff. The Employer and the Union shall meet, upon the request of either party, to discuss possible alternatives. Any requested meeting shall take place prior to any layoffs as long as the meeting takes place within the fourteen (14) day notice period.

Section 8.2. Once the number of layoffs necessary and the affected classifications have been determined by the Employer, affected employees shall be laid off based upon classification seniority with the least senior employee being laid off first. Part-time and other non-full-time employees within the affected classifications shall be laid off prior to any full-time employees being laid off.

Section 8.3. Bargaining unit employees shall have no displacement rights from one basic classification to another.

Section 8.4. Employees who have been laid off shall retain reinstatement rights to the basic classification from which they were laid off and shall be subject to recall by the Employer for a period of two (2) years from the effective date of the layoff. It shall be the responsibility of the employee to keep the Employer advised, through written notice, of his current and accurate mailing address.

Section 8.5. Affected employees shall be notified in writing by the Employer of their eligibility for reinstatement upon the Employer determining that it is feasible to recall such employees.

Affected employees shall have seven (7) calendar days from receipt of the notice within which to notify the Employer, in writing, of their acceptance or rejection of the offer of reinstatement. Failure of the employee to notify the Employer of his decision within the seven (7) day period shall be considered a rejection of the offer of reinstatement.

Section 8.6. All written notices required of the Employer or employee herein shall be by certified mail.

ARTICLE 9 PROBATIONARY PERIODS

Section 9.1. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee received compensation from the Employer, and shall continue for a period of one (1) calendar year. A newly hired probationary employee may be terminated any time during his probationary period and shall have no appeal over such removal.

Section 9.2. A newly promoted employee will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and shall continue for one (1) full calendar year. A newly promoted employee who evidences unsatisfactory performance, or voluntarily requests to be removed from the employee's newly promoted position, shall be returned to his former position any time during his probationary period and shall have no appeal over such action. There shall be no loss of seniority providing the employee returns to his/her former position within the one (1) calendar year probationary period.

Section 9.3. Probationary employees shall not be eligible for promotion to any other position until they have completed their probationary period.

ARTICLE 10 LATERAL ASSIGNMENTS AND TRANSFERS

Section 10.1. The Employer shall have the right to transfer and assign job duties within classifications for efficient and effective service, as deemed appropriate by the Employer.

Section 10.2. Employees interested in assignments or transfer to a specialist classification may make written request for consideration to the Sheriff. The last written request on file shall be considered to be the preference of the employee.

Section 10.3. It is understood that any increase in pay from a basic classification to a specialist classification shall be supplemental and effective only for the time period the affected employee is assigned and performing the duties of a specialist classification. Employees reassigned to the duties of a basic classification shall receive the appropriate base rate of pay and such reassignment shall not constitute a reduction in pay or position and shall not be appealable.

**ARTICLE 11
JOB VACANCIES**

Section 11.1. Whenever the Employer has determined that a vacancy exists in a full-time permanent position within the bargaining unit, exclusive of a lateral transfer assignment, or within a first level supervisory position, a vacancy announcement shall be posted for seven (7) consecutive calendar days. Employees who are on vacation or an approved leave of absence shall be mailed a copy of the job posting to the last address on record with the Sheriff's Office. Applications will be accepted from both internal and external applicants. All applicants will be required to successfully pass a background investigation. The Employer shall not be obligated to consider applications submitted after the seven (7) day period has expired, or applicants who do not meet the qualifications for the job. The vacancy announcement shall contain:

1. The job classification title;
2. The desired qualifications for the position;
3. The rate of pay for the classification;
4. The division work unit;
5. A brief description of the duties to be performed; and
6. Criteria to be considered in accordance with Section 2 herein.

Section 11.2. Whenever a vacancy occurs in accordance with Section 1 above, consideration will be given to those internal applicants who have completed their probationary period and have continued to demonstrate satisfactory performance. However, to be considered for a full-time permanent first-level supervisory position, an employee must have five (5) years work experience in the applicable basic classification. Every qualified applicant will be considered based upon the following criteria, as applicable:

1. Having attained a passing score of seventy (70) or above, or any other established passing score as validated by any independent test developer, on the Lorain County Sheriff's Office job-related examination.
2. Passing the Lorain County Sheriff's Office physical agility examination as set forth in Article 38 of this Agreement.
3. Related work experience:
 - a. Departmental;
 - b. Outside.
4. Related coursework and training.

5. Personal interview.
6. Job performance (inclusive of a peer evaluation for first-level supervisory positions when requested by the Sheriff).

Each applicant will be considered using the criteria to determine which applicant is best qualified for the required job duties of the position classification. Should the Employer determine that two (2) or more employees are equally qualified to assume the position; the position shall be awarded to the employee with the greatest classification seniority. The Employer shall utilize the promotional list resulting from the application process for subsequent vacancies within the same classification occurring within a period of up to one (1) year, provided that the posting applicable to that application process indicates the Employer's intent to do so.

Section 11.3. If the vacancy is not filled in accordance with Sections 1 and 2 above, it shall then be considered an original appointment. Where a vacancy is to be filled by an original appointment, the Employer will use any established eligibility list for the classification of the vacancy. Said eligibility list shall contain the names of all persons who have successfully passed the examination. Any examining agency shall provide a copy to the Employer of the complete list of persons appearing on the eligibility list. If there is no eligibility lists available, the Employer shall request authorization to hire without such examination.

Section 11.4. An individual selected for a vacant position shall be considered to have qualified for the position when he satisfactorily performs the required duties with no more supervision than is required by other qualified employees in the same or similar position, and when his record of quality and quantity of work meets the standards expected by the Employer, and when he has completed the required probationary period.

ARTICLE 12 HEALTH AND SAFETY

Section 12.1. It is agreed that safety must be a prime concern and responsibility of both parties. Therefore, Management accepts its responsibility to provide safe working conditions, tools, equipment, and working methods for its employees. The supervisor will correct unsafe working conditions and see that the safety rules and safe working methods are followed by his employees. The employee(s) accepts the responsibility not to neglect or abuse his equipment, tools, or work area, and accepts the responsibility to follow all safety rules and safe working methods as prescribed by the Sheriff's Office standard operating procedures.

Section 12.2. All unsafe working conditions must be reported to the employee's supervisor in charge as soon as said unsafe working conditions are known. The responsible supervisor or department head shall investigate any safety complaint or incident reported. If he believes that corrective action is necessary, he shall take immediate corrective action to the extent possible and make such recommendations concerning any further corrective action to the Employer. The recommendations of the supervisor are advisory only, and shall not bind the Employer. The Supervisor shall notify the reporting employee of any corrective actions taken. Should the Union

believe that a reported violation of this article has not been resolved, the matter may be discussed in a Labor Management meeting pursuant to Article 14.

Section 12.3. This article shall not be used as a means to challenge or grieve staffing levels.

ARTICLE 13 RULES AND REGULATIONS

Section 13.1. The Employer agrees that, as of the date of the execution of this agreement, any rules or regulations, policies or procedures issued by the Employer which conflict with any of the provisions contained herein shall no longer have any force and effect.

Section 13.2. The Union recognizes that the Employer or its designees, in order to carry out statutory mandates and goals, has the right to promulgate policies and work rules to regulate the conduct of employees when on the job and the conduct of the Employer's services and programs. Policies and work rules shall be interpreted uniformly to all members of the bargaining unit.

Section 13.3. Should new or revised work rules be established during the term of the agreement, the Employer agrees to meet with the Union and discuss said rules prior to implementation.

Section 13.4. If agreement cannot be reached on new or revised rules, regulations, policies and/or procedures, and the Employer implements changes, the Union may grieve over whether or not a conflict exists between this agreement and the newly implemented rules, regulations, policies and/or procedures. Said grievance may be filed by the Union at Step 3 of the grievance procedure.

Section 13.5. All new and revised rules shall be provided to all affected employees. Each affected employee shall acknowledge in writing that he has received the new or revised policy or work rule and shall sign a statement that acknowledges the fact that the rule or regulation, policy or procedure will be read and understood. If the employee has any questions regarding the policy or work rule, he shall bring those questions to the attention of the employee's supervisor as soon as possible. Refusal by an employee to sign said acknowledgment shall be grounds for disciplinary action.

Section 13.6. This section shall not be interpreted to relieve an employee of his responsibilities to follow the established rules and procedures of good conduct, nor shall it relieve any employee from following instructions or orders in the normal course of work. Failure to follow such instructions and orders shall be grounds for disciplinary action.

ARTICLE 14 LABOR/MANAGEMENT MEETINGS

Section 14.1. In the interest of sound labor/management relations, unless mutually agreed to otherwise, once each quarter on a mutually agreeable day and time, the Sheriff and/or his designee(s) shall meet with not more than three (3) representatives of the Union to discuss pending problems and to promote a more harmonious labor/management relationship.

Section 14.2. An agenda will be furnished at least seven (7) calendar days in advance of the scheduled meetings with a list of the matters to be taken up at the meeting and the names of those Union representatives who will be attending. The purpose of such meeting shall be to:

- A. Discuss the administration of this agreement;
- B. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- C. Disseminate general information of interest to the parties;
- D. Discuss ways to increase productivity and improve efficiency;
- E. Consider and discuss health and safety matters and to review current and proposed revisions to the Standard Operating Procedures which concern health and safety issues;
- F. Consider recommendations for changes from the Union in Standard Operating Procedures, Rules and Regulations;
- G. When mutually agreed upon by the bargaining unit, Employer, and the LCDA, to discuss the impact of operational changes made by the Employer on wages, hours, terms and other conditions of employment.

Section 14.3. It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

Section 14.4. Employee representatives who are scheduled to be at work during the time of this meeting shall suffer no loss of pay. It is further agreed that any employee on duty may be required to return to work if an emergency arises during this meeting. Those who are in attendance, as provided for in Section 1 of this article, on their off-duty time, shall not be compensated; however, schedules may be adjusted as mutually agreeable.

Section 14.5. When mutually agreed upon by the Employer and the LCDA, labor/management meetings may be utilized as negotiation sessions intended to alter and/or amend the collective bargaining agreement.

Section 14.6. The Employer shall prepare a written summary of any actions to be taken as a result of the labor management meeting within fourteen (14) days of the meeting.

ARTICLE 15 UNION BULLETIN BOARDS

Section 15.1. The Employer agrees to provide space for one 2' x 3' bulletin board in an agreed upon area of the work facility for use by the Union.

Section 15.2. All notices which appear on the Union's bulletin board shall be posted, dated with a removal date, and signed by a Union official in the bargaining unit during non-working time, and shall relate to items of interest to the members. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

- A. Union recreational and social affairs;
- B. Notice of Union meetings;
- C. Union appointments;
- D. Notice of Union elections;
- E. Results of Union elections;
- F. Reports of standing committees and independent arms of the Union; and
- G. Publications, rulings, or policies of the Union.

All other notices of any kind not covered "A" through "G" above must receive prior approval of the Employer or his designated representative. It is also understood that no material may be posted on the Union bulletin boards at any time which contains the following:

- A. Personal attacks upon any other member or any other employee;
- B. Scandalous, scurrilous or derogatory attacks upon the administration; and
- C. Attacks on and/or favorable comments regarding a candidate for public office.

ARTICLE 16 CORRECTIVE ACTION

Section 16.1. No employee shall be reduced in pay or position, suspended, discharged, or subjected to disciplinary action except for just cause.

Section 16.2.

- A. Discipline will be applied in a corrective, progressive, and uniform manner.
- B. Progressive discipline shall take into account the circumstances surrounding the incident, the nature of the violations, the employee's record of discipline, and the employee's record of performance and conduct.
- C. Disciplinary action may include: (a) one (1) or more instruction and cautionings; (b) one (1) or more written reprimands; (c) one (1) or more suspensions (including suspensions of record or suspensions without pay), (d) discharge from employment.

- D. Any employee subject to a suspension without pay may request to forfeit vacation and/or incentive leave in lieu of serving said suspension. The approval or denial of such request, either in all or in part, shall be at the sole discretion of the Employer.

Section 16.3. Employees who are suspended for absenteeism offenses shall be required to forfeit incentive and/or vacation leave in lieu of serving suspensions for such offenses. Employees shall forfeit the number of hours of vacation leave that equals the amount of time that the employee is to be suspended for the offense (e.g., one [1] day equals eight [8] hours). Should the employee have an insufficient amount of incentive and/or vacation leave to cover the duration of the suspension period, the employee shall forfeit whatever amount may be available in his incentive and/or vacation leave balance and serve the remaining suspension time as unpaid time off.

Section 16.4. Whenever the Employer determines that an employee may be disciplined for just cause that could result in a suspension, reduction, or termination, a predisciplinary hearing shall be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. Prior to the hearing, the employee shall be given written specifications of the charges. The notification of discipline, if any, shall be completed within thirty (30) calendar days of the predisciplinary hearing.

Predisciplinary hearings shall be conducted by a neutral hearing administrator selected by the Employer. The employee may choose to: (1) appear at the hearing to present oral or written statements in his defense; or (2) appear at the hearing and have a chosen Union representative(s) present oral or written statements in defense of the employee; or (3) elect in writing to waive the opportunity to have a predisciplinary hearing. Failure to elect and pursue one of these three (3) options will be deemed a waiver of the employee's rights to the predisciplinary hearing.

At the predisciplinary hearing, the neutral hearing administrator will ask the employee or his Union representative to respond to the allegations of misconduct which were outlined to the employee. At the hearing, the employee may present any testimony, witnesses, or documents which explain whether or not the alleged misconduct occurred. The employee shall present a list of witnesses, and the name of the Union representative, if any, to the Employer as far in advance as possible, but not later than forty-eight (48) hours prior to the predisciplinary hearing. It is the employee's responsibility to notify his witnesses that he desires their attendance at the hearing. The Employer shall not deny an identified witness's ability to attend any predisciplinary hearing.

The employee will be permitted to confront and cross examine witnesses. A written report will be prepared by the neutral hearing administrator concluding whether or not the alleged misconduct occurred. The Employer will decide what discipline, if any, is appropriate. A copy of the neutral hearing administrator's report will be provided to the employee within five (5) days following its preparation.

Section 16.5. Disciplinary action, other than written warnings or written reprimands, may be appealed at Step 3 (Sheriff) of the grievance procedure. Appealable disciplinary actions must be filed at the Employer's level of the grievance procedure within seven (7) calendar days from the receipt of the notice of the discipline by the employee.

Section 16.6. Records of disciplinary action issued after this agreement is executed shall cease to have force and effect and shall not be considered for purposes of progressive discipline after the time periods set forth below, provided that there has been no other intervening discipline taken during the applicable time periods.

Letters of Instruction and Cautioning	twelve (12) months
Written Reprimands	twelve (12) months
Suspensions	twenty-four (24) months

Section 16.7. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner. Any employee in disagreement with the action taken by the Employer may file a grievance in accordance with the grievance procedure contained in this agreement.

ARTICLE 17 GRIEVANCE PROCEDURE

Section 17.1. The term “grievance” shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of the agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this agreement, nor those matters not covered by this agreement which are controlled by resolutions of the Lorain County Board of Commissioners, or by provisions of the federal and/or state laws and/or by the United States or Ohio constitutions.

Section 17.2. A grievance, under this procedure, may be brought by any bargaining unit employee or on behalf of the Union by a representative of the Union authorized pursuant to Article 2. Where a group of bargaining unit employees desire to file a grievance involving a situation affecting each employee in the same manner, one employee selected by the group or a Union associate will process the grievance and each employee desiring to be included shall sign the grievance.

Section 17.3. All grievances must be timely processed at the proper step in the progression in order to be considered at the subsequent step. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements to lapse without further appeal. A group grievance may only be withdrawn by an authorized representative of the Union.

Any grievance which is not submitted by the employee within the time limits provided herein shall be considered resolved based upon management’s last answer. Any grievance not answered by management within the stipulated time limits shall be considered to have been answered in the negative, and may be appealed to the next step of the grievance procedure within the required time limits as if the Employer had answered the grievance on the last day of the stipulated time limits.

The time limitations provided for in this article may be extended by mutual written agreement between the Employer and the Union.

Section 17.4. The written grievance shall be submitted by the employee at Step 2 on the grievance form attached as Appendix B, and shall contain the following information:

1. Aggrieved employee's name;
2. Aggrieved employee's classification;
3. Name of the employee's immediate supervisor;
4. Date and time of the incident giving rise to the grievance;
5. Date the grievance was filed in writing at Step 1;
6. A statement as to the specific articles and sections of the agreement violated;
7. A brief statement of the facts involved in the grievance; and,
8. The remedy requested to resolve the grievance.

Section 17.5. Each grievance shall be processed in the following manner:

Step 1 – Immediate Supervisor. An employee having a grievance will first bring that complaint in writing within ten (10) calendar days after the aggrieved individual knew or reasonably should have known of the act, event, or condition giving rise to the grievance, to the attention of the employee's immediate supervisor.

Within seven (7) calendar days of receipt of the written grievance the immediate supervisor shall respond in writing to the employee with an answer. If the employee is not satisfied with the response given by the immediate supervisor, the employee may within seven (7) calendar days pursue the grievance to Step 2 of the procedure.

Step 2 - Division Commander. The Division Commander, upon receipt of a written grievance, shall schedule a formal meeting between him and the employee filing the grievance. Prior to this meeting taking place, the Division Commander shall make a complete and thorough investigation of all the alleged allegations contained in the grievance. Within seven (7) calendar days receipt of the written grievance, the Division Commander shall provide the employee with his written response to the grievance. If the employee is not satisfied with the written response received from the Division Commander, the employee may, within seven (7) calendar days, pursue the grievance to Step 3 of the procedure.

Step 3 - Sheriff. The Sheriff or his designated representative, upon receipt of a written grievance, shall schedule a formal meeting between him/herself and the employee filing the grievance. Prior to this meeting taking place, the Sheriff or his designated representative shall make a complete and thorough investigation of all the alleged allegations contained in the grievance. Within fourteen (14) calendar days after receipt of the written grievance, the Sheriff

or his designated representative shall provide the employee with his/her written response to the grievance.

Step 4 - Arbitration. If the grievance is not satisfactorily resolved at Step 3, it may be submitted to arbitration upon request of the Union in accordance with this section of this article.

The Union, based on the facts presented, has the right to decide whether to arbitrate a grievance. The right of the Union to request arbitration over an unadjusted grievance is limited to a period of twenty (20) calendar days from the date final action was taken or required to be taken on such grievance under Step 3 in the grievance procedure, and any grievance not submitted to arbitration within such period shall be deemed settled on the basis of the last answer given by the Employer.

Section 17.6. The representatives of the parties (the Union and the Employer) shall schedule a pre-arbitration meeting to be held within fourteen (14) calendar days after notification of a request to arbitrate to begin the selection process outlined below. The parties shall attempt to settle the grievance, and if it cannot be settled, attempt to draft an agreed-upon submission statement. If the parties are unable to agree upon a submission statement, but have agreed to proceed to arbitration over the underlying dispute, the arbitrator shall frame the issue or issues to be decided.

Section 17.7. The arbitrator shall be selected in the following manner: The Union shall submit a joint request to the Federal Mediation and Conciliation Service (FMCS) for a list of nine (9) Ohio-domiciled arbitrators who shall be either National Academy Certified or Ohio Bar Association certified specialists in labor and employment law, within twenty (20) calendar days of the pre-arbitration hearing, with a copy of such request delivered to the Employer.

Once the panel of arbitrators is submitted to the parties, each party shall have fourteen (14) calendar days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the FMCS. In the event that a party fails to return a ranked list to FMCS within the specified time period, the other party shall have his top preference appointed. Each party shall have the right to reject one (1) panel of arbitrators. The party rejecting the panel shall bear the cost of obtaining a new list.

Section 17.8. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the specific articles and sections of this agreement, and he shall be without power or authority to make any decision:

1. Contrary to or inconsistent with or modifying or varying any way the terms of this agreement or of applicable laws. The arbitrator shall have the authority to modify disciplinary actions.
2. Limiting or interfering in any way with the powers, duties, or responsibilities of the Employer under applicable law. Limiting or interfering in any way with the powers, duties, or responsibilities of the Sheriff under its rulemaking powers not inconsistent with this agreement.

3. Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules, or regulations presently or in the future established by the Employer so long as such practice, policy, rules, or regulations do not conflict with this agreement.
4. Implying any restriction or condition upon the Employer from this agreement, it being understood that, except to the extent that such restrictions or conditions upon the Employer are specifically set forth herein, or are fairly inferable from the express language of any article and section hereof, the matter in question falls within the exercise of rights set forth in the article of this agreement entitled "Management Rights."
5. Concerning the establishment of wage scales, rates on new or changed jobs, or change in any wage rates.
6. Providing agreement for the parties in those cases where, by their contract, they may have agreed that future negotiations should occur to cover the matter in dispute.
7. Granting any right or relief on any alleged grievance occurring at any time other than the contract period in which such right originated.

Section 17.9. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the ground that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

Section 17.10. The decision of the arbitrator resulting from an arbitration of grievances hereunder shall be in writing and sent to the Employer, the Union, and the grievant. The decision of the arbitrator shall be final and binding upon both parties.

Section 17.11. The cost of the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, and rent, if any, for the hearing rooms, shall be borne by the losing party. In the event that neither party is determined to be the losing party by the arbitrator, both sides shall bear the cost of the arbitrator equally. The expenses of any non-employee witness shall be borne, if at all, by the party calling them. The fees of any court reporter shall be split equally by the parties. Any bargaining unit employee whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during his/her normally scheduled working hours on the day of the hearing.

Section 17.12. Any employee may choose to be represented by a Union associate at any step of this grievance procedure.

Section 17.13. When an employee covered by this agreement represents himself in a grievance, the Employer will advise the Union of its disposition. No settlement shall be in conflict with any provisions of this agreement. The Union shall be afforded the opportunity to be present at any final adjustment meeting.

Section 17.14. The grievance procedure set forth herein shall be the exclusive method of reviewing and settling disputes between the employee and the Employer.

ARTICLE 18 LEAVES OF ABSENCE

Section 18.1. The Employer may grant a leave of absence without pay to any employee for a maximum duration of six (6) months for any personal reasons of the employee. Such a leave may not be renewed or extended beyond six (6) months.

Section 18.2. Leave may be granted for a maximum period of two (2) years for purposes of education, training, or specialized experience which would be of benefit to county service by improved performance at any level; or for voluntary service in any governmentally-sponsored program of public betterment.

Section 18.3. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted.

Section 18.4. The employee's request for leave must be submitted to the Sheriff sixty (60) days prior to the desired commencement date. The granting of any leave of absence is subject to approval of the Sheriff or designee fifteen (15) days prior to commencement of the desired date. The time requirements stated herein may be waived at the discretion of the Sheriff.

Section 18.5. An employee who has received an authorized leave of absence without pay does not earn sick or vacation leave credit while on an approved leave of absence.

Section 18.6. Upon completion of a leave of absence, the employee is to be returned to the basic classification formerly occupied, or to a similar classification if the employee's former position no longer exists.

Section 18.7. If it is found that leave is not actually being used for the purpose for which it was granted, the Employer may cancel the leave and direct the employee to return to work by giving written notice to the employee. An employee may return to work before the scheduled expiration of leave if requested in writing by the employee and approved by the Employer. Failure to return to duty within three (3) days of the expiration or notification of cancellation of a leave of absence without explanation acceptable to the Employer shall be considered job abandonment and shall be just cause for discipline, up to and including removal.

ARTICLE 19 DISABILITY LEAVE

Section 19.1. When an employee becomes physically or mentally unable to perform the essential functions of his/her position, but is still able to perform the essential functions of another vacant classification, he may voluntarily request a transfer or reduction to the vacant classification. Such request shall be in writing, stating the reason for the request, and shall be accompanied by a

physician's statement. The determination as to whether or not a vacancy exists and the approval of such voluntary transfer or reduction requests shall be at the sole discretion of the Employer based upon operational needs and requirements, and the ability of the employee to perform the essential functions of the job classification.

Section 19.2. A physically or mentally incapacitated employee who has exhausted all available paid leave (sick, vacation, or bonus time), and for whom a voluntary reduction is not requested nor granted, may request a disability leave without pay. Such leave must be for a minimum duration of thirty (30) days and shall not exceed a six (6) month duration. The Employer may waive this minimum duration requirement in emergencies and/or when special circumstances exist. Requests for disability leave shall be submitted in writing to the Employer as soon as possible prior to the requested date, and accompanied by an original signed physician's statement which includes the anticipated probable date on which he will be able to return to work. Upon the Employer's approval, the disability leave will begin on the date the physician certifies that the employee is unable to perform the essential functions of his position. The disability leave will end on the date on which the physician certifies that the employee can perform the essential functions of his job classification.

Section 19.3. A disability separation may, at the discretion of the Employer, be granted when an employee has exhausted his accumulated paid leave and disability leave without pay, where applicable, and is:

1. Hospitalized or institutionalized, or on a period of convalescence following hospitalization or institutionalization as authorized by a physician at the hospital or institution, or
2. Is declared physically incapable of performing the essential functions of his position by a licensed physician.

If an examination is requested or required by the Employer, the Employer shall designate the physician and shall bear the costs of such examination. Any appointment made to a position vacated by disability separation will be on a temporary basis, and such employee will be made fully aware of its temporary nature.

Section 19.4. Reinstatement. An employee given a disability separation shall have the right to reinstatement within three (3) years from the date of separation to the same or similar position.

An employee given a disability separation subsequent to a leave of absence without pay shall retain the right of reinstatement for a period of up to three (3) years from the date the employee began the leave of absence without pay. An employee must make written application to the Employer for reinstatement, and provide a physician's certification that the employee can perform the essential functions of the job classification. The cost of such examination shall be paid by the employee. A medical examination may also be requested and scheduled by the Employer and shall be conducted by a physician designated by the Employer. The cost of such examination shall be paid by the Employer. Within thirty (30) days after making written

application and passing a medical examination showing full qualifications to perform the duties of the position, an employee will be reinstated to the same or similar position, provided such position(s) still exist and/or are utilized.

An employee who does not return from disability separation, formally resign, or take disability retirement within the three (3) years, shall be separated from service upon the expiration of the three (3) year period. Time spent on a disability separation shall be considered in determining an employee's length of service.

Section 19.5. If it is found that leave or separation is not actually being used for the purpose for which it was granted, the Employer may cancel the leave/separation and direct the employee to return to work by giving written notice to the employee. An employee may return to work before the scheduled expiration of leave if requested in writing by the employee and approved by the Employer. The failure to return to duty within three (3) days of expiration or notification of cancellation of a leave/separation without explanation acceptable to the Employer shall be considered job abandonment and shall be just cause for discipline up to and including removal.

ARTICLE 20 MILITARY LEAVE

Section 20.1. All employees of the County who are members of the Ohio National Guard, the Ohio organized Militia, or members of other reserve components of the Armed Forces of the United States, are entitled to leave of absence from their respective duties without loss of pay for such time as they are performing in the uniformed services, as defined in Section 5923.05 of the Ohio Revised Code, for periods not to exceed a total of one (1) month in any one (1) calendar year. For the purposes of this article, "month" shall mean twenty-two (22), eight (8) hour work days.

Section 20.2. The employee is required to submit to the appointing authority an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time. The maximum number of hours for which an employee is entitled to compensation in any one calendar year under this provision is one hundred seventy-six (176) hours.

Section 20.3. Employees called or ordered to the uniformed services, as a result of an executive order issued by the President of the United States, an Act of Congress, or because of an order to perform duty issued by the Governor, pursuant to Section 5919.29 or 5923.21 of the Revised Code, for longer than one hundred seventy-six (176) hours in a calendar year in which the employee performs service in the uniformed services, is entitled, during the period designated in the order or act, to a leave of absence and to be paid during each monthly pay period of that leave of absence the lesser of the following:

- A. the difference between the employee's gross monthly wage or salary as an employee and the sum of the employee's gross uniformed pay and allowances received that month;

B. five hundred dollars (\$500.00).

However, no employee is entitled to these payments if the sum of his gross uniformed service pay and allowances received in a pay period exceeds his gross wage or salary from the Employer for the same period.

Section 20.4. The employee shall be responsible for notifying the Employer upon notification to report for military duty. It is the employee's responsibility, therefore, to notify the Employer of the beginning/ending dates of his/her military service and military rate of pay.

Section 20.5. Employees required to report for weekend/monthly drills must notify the Employer prior to the establishment of the next schedule. Failure to do so, on the part of the employee, will result in disciplinary action.

Section 20.6. A "permanent public employee" as defined in ORC 5903.01 will be granted a leave of absence without pay to be inducted or to otherwise enter military service.

Section 20.7. An appointment may be made to fill a vacancy created when an employee enters military service. However, if the person filling such a vacancy also enters military service, he or she may be reinstated to the position after completion of service only if the first employee (the original incumbent) fails to apply for reinstatement within ninety (90) days of discharge, or makes a written waiver of all rights to the position.

Section 20.8. An employee who re-enlists while on active duty or a commissioned officer who voluntarily enters on extended active duty beyond that required upon accepting a commission is not eligible for reinstatement.

Section 20.9. A veteran separated or discharged under honorable conditions must make application for re-employment to the former position within ninety (90) days after release from hospitalization due to in-service injury or illness which has not exceeded a period of more than two (2) years. The following procedures apply:

- A. Reinstatement must be accomplished "promptly" (normally within thirty [30] days) after application is received by the appointing authority.
- B. A photostatic copy of the discharge or certificate of service should accompany all requests for reinstatement or reappointment.
- C. The veteran must be physically qualified to perform duties of the position. Where a disability sustained in the military service precludes restoration to the original position, the veteran will be placed in a position of like status and pay, compatible with his or her physical condition.
- D. A veteran is entitled to all salary benefits or other advancement accruing to the position during military absence as follows:

1. Sick Leave – that amount which had been accumulated at the time of entering service.
2. Vacation Leave – time spent on military leave will be counted in determining the employee’s length of service, but no vacation credit will accumulate during the time spent on military leave.
3. Automatic Salary Adjustment (step increases where applicable).
4. Any changes in classification or pay range which would have accrued to the position if the employee had been on the job.

**ARTICLE 21
UNION LEAVE**

Section 21.1. Union officers or associates may be granted paid leave to attend annual conventions of the Union or other authorized Union activities at the discretion of the Sheriff. Not more than two (2) Union officers or associates shall be granted such leave at any one time. Requests for leave shall be submitted at least two (2) weeks in advance. The Sheriff, at his discretion, may authorize such Union leave to be with pay; however, paid Union leave shall not exceed a cumulative total of fifty (50) hours per contract year.

**ARTICLE 22
SEVERABILITY**

Section 22.1. This agreement is subject to all applicable federal laws, Chapter 4117 of the Ohio Revised Code, and Equal Opportunity Commission rules and regulations, and shall be interpreted wherever possible so as to comply fully with such laws, provisions, or any official decision interpreting them.

Section 22.2. Should any part of this agreement or any provisions contained herein be declared invalid by operation of law or by a tribunal of competent jurisdiction, it shall be of no further force and effect, but such invalidation of a part or provision of this agreement shall not invalidate the remaining portions and they shall remain in full force and effect.

**ARTICLE 23
WAIVER IN CASE OF EMERGENCY**

Section 23.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Lorain County Commissioners, the Lorain

County Sheriff, and/or the federal or state legislature, such as acts of God and civil disorder, the following conditions of this agreement shall automatically be suspended:

- A. Time limits for Management and Union’s replies on grievances; and

- B. All work rules and/or agreements or practices relating to the assignment of all employees, excluding agreements and practices pertaining to compensation of any employee.

Section 23.2. Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this agreement, and shall proceed from the point in the grievance procedure to which they (the grievance[s]) had properly progressed.

ARTICLE 24 SICK LEAVE

Section 24.1.

- A. Sick Leave Accumulation. Each employee shall accumulate eight (8) days of sick leave per year. Said leave shall be earned at 2.46 hours for each eighty (80) hours of service in active pay status, including paid vacation and sick leave, but not during a leave of absence, layoff or other period in inactive pay status. Unused sick leave shall accumulate without limit.
- B. Incentive Leave. Each employee shall earn one-half (1/2) day, four (4) hours, of incentive leave, or “bonus time,” for each calendar month worked without any incident of lost time. An incident of lost time means any calendar day on which any employee is absent from work for any amount of time due to unexcused absence, suspension, unexcused tardiness, or absence without leave (AWOL). However, in the event an employee should establish an abusive absenteeism problem, the following provisions shall apply:
 - 1. An employee who receives an Instruction and Cautioning regarding abusive absenteeism shall not earn any bonus time for the month during which the Record of Instruction and Cautioning was issued;
 - 2. An employee who receives a Written Reprimand or Suspension for abusive absenteeism shall not earn any bonus time for the month during which said reprimand or suspension was issued. Such an employee shall be required to provide medical documentation for each absence for a period of one (1) year from the date of the reprimand or any other subsequent related disciplinary action. Failure to provide the medical documentation shall result in the requested sick leave or absence being counted as an incident of lost time.

Employees must possess a minimum of one (1) year of departmental seniority and maintain a sick leave balance of at least fifty-six (56) hours in order to use accumulated bonus time. Bonus time off must be scheduled and approved at least twenty-four (24) hours in advance in consideration of the operational needs of the Employer. This requirement may be waived at the discretion of the appointing authority in the case of an emergency.

No later than December 1 of each year, each employee shall notify the payroll office, in writing, of the manner in which he wishes to convert his unused bonus time. An employee may either convert his bonus time to cash at one-half (1/2) the value of his accumulated but unused bonus time or convert his bonus time to sick leave at the full value of his accumulated but unused bonus time. Unused bonus time may be carried over for a period of one (1) year, i.e., bonus time earned in 1985 may be carried over to 1986. The maximum amount of bonus time which may be converted to cash in any one year shall be nine (9) days.

Section 24.2. Retention of Sick leave. An employee who transfers from another public agency to Lorain County, or who has prior service with a public agency, as defined in Section 124.38 Ohio Revised Code, shall retain credit for any sick leave earned in accordance with that section, so long as he is employed by Lorain County, except that deduction shall be made for any payment or credit given by the previous agency in lieu of taking sick leave. The previously accumulated sick leave of an employee who has been separated from the public service shall be placed to his credit upon his re-employment in Lorain County, provided that such re-employment in Lorain County takes place within ten (10) years of the date on which the employee was last terminated from public service.

Section 24.3. Expiration of Sick Leave.

- A. If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a disability leave or a personal leave in accordance with the procedures identified in Articles 18 and 19 of this agreement.
- B. Sick Leave Donation. An employee may petition fellow bargaining unit employees to donate sick leave in eight (8) hour increments. Such situations shall only be limited to catastrophic illness and/or injury, and will only be allowable when the disabled employee has exhausted all available paid leaves. The total length of time that an employee may be eligible to use donated sick leave for any single catastrophic illness and/or injury arising from the same set of facts (e.g., a single auto accident) shall be limited to six (6) months in duration unless extended in the discretion of the Sheriff. The Sheriff shall not unreasonably deny an employee's second request for donation.

Any donation made by an employee in accordance with this section shall be on a voluntary basis, and the donating employee must have a minimum balance of eighty (80) hours of sick leave in order to donate time.

Once a donating employee has designated the total amount of sick leave to be donated, the donation is irrevocable, but donated sick leave shall not be deducted from the donating employee until utilized by the ill/injured employee. The sick leave donation program shall be administered on a pay period to pay period basis, drawing from each donating employee on a rotating basis based upon the order in which the donating employees signed up, beginning initially with the first employee to sign up. Donations shall be deducted from a donating employee's designated donation amount in eight (8)

hour increments, drawing from each donating employee on a rotating basis. Donations of sick leave will be deducted from the donating employee's balance during the pay period such leave is actually paid out to the disabled employee.

Section 24.4. Uses of Sick Leave.

- A. Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:
1. Illness or injury of the employee or a member of his immediate family;
 2. Medical, dental or optical examination or treatment of an employee or a member of his immediate family, which reasonably requires the attendance of the employee, and which cannot be scheduled during non-working hours;
 3. If a member of the immediate family is afflicted with a contagious disease or requires the care or attention of the employee or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others; and
 4. Pregnancy and/or childbirth and other conditions related thereto.
- B. Definition of immediate family: grandchild residing in the employee's home, grandparents, brother, sister, father, father-in-law, mother, mother-in-law, spouse, child, step-mother, step-father, step-child, a legal guardian, or other person who stood in place of a parent (loco parentis).

Section 24.5. Evidence Required for Sick Leave Usage. The Employer shall require an employee to furnish a standard written signed statement explaining the nature of the illness to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action, including dismissal.

Section 24.6. Notification by Employee. When an employee is unable to report to work, he/she shall notify his/her immediate supervisor, or other designated person, one (1) hour before the time he/she is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with his/her immediate supervisor.

Section 24.7. Physician's Statement. If medical attention is required, the employee shall be required to furnish a statement from a licensed physician notifying the Employer that the employee was unable to perform his/her duties. Where sick leave is requested to care for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person.

Section 24.8. Physician Examination. The Employer may require an employee to take an

examination, conducted by a licensed physician, to determine the employee’s physical or mental capability to perform the duties of the employee’s position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of such examination shall be paid by the County.

Section 24.9. Sick Leave Conversion

- A. Upon formal retirement under the Public Employees Retirement System (PERS) or death, bargaining unit employees hired prior to September 15, 2014, shall be eligible to convert accumulated sick leave into pay, in accordance with the following table:

<u>Years of Service</u>	<u>Percent Received</u>	<u>Not To Exceed</u>
Twenty (20) to twenty-four (24)	50%	960 hours
Twenty-five (25) to indefinite	100%	1,000 hours

Payments shall be made as soon as practicable upon receipt of a formal written application by the retiring employee, or the deceased employee’s surviving spouse or estate.

Any employee hired prior to September 15, 2014, that could receive greater benefits pursuant to Section 25.11 B below, may elect to receive those benefits.

- B. A bargaining unit employee hired on or after September 15, 2014, with five (5) or more years of service under PERS shall, upon retirement or separation from service in good standing, be eligible to convert to cash payment up to one hundred percent (100%) of his accumulated sick leave to a maximum of two hundred fifty (250) hours.

**ARTICLE 25
HEALTH CARE BENEFITS**

Section 25.1. The Employer will provide health care benefits under the Lorain County Health Care Plan, except as provided for in Section 4 of this article, including basic surgical, hospitalization, major medical, dental, vision, and prescription drug coverage, and shall pay the premium cost for said insurance in accordance with Section 4 of this article.

Section 25.2. The Board of Commissioners retains the right to select carriers and/or to otherwise determine the manner by which coverage is provided. Initial eligibility and maintenance of eligibility for coverage shall be subject to the terms and conditions identified in the Plan Document.

Section 25.3. Notwithstanding the provisions of Section 1 above, which provides for health care coverage, the Union agrees that the Employer may offer alternative health care coverage programs during the term of the Agreement. The Board of Commissioners shall determine the terms and conditions of such alternative programs. The costs and/or the terms and conditions of

said programs shall be at the discretion of the Board of Commissioners and may be subject to change. In the event of changes in the costs and/or terms and conditions of such alternative programs, affected employees may withdraw from said program and shall be entitled to the benefits described in Section 1 above.

Section 25.4. Effective January 1, 2019, the parties will contribute to the cost of health care coverage as follows:

<u>Type of Coverage</u>	<u>Employer's monthly Contribution</u>	<u>Employee's monthly Contribution</u>
Family Plan	88%	12%
Single	88%	12%

Effective January 1, 2022, the parties will contribute to the cost of health care coverage as follows:

<u>Type of Coverage</u>	<u>Employer's monthly Contribution</u>	<u>Employee's monthly Contribution</u>
Family Plan	85%	15%
Single	85%	15%

In the case of a premium increase, the Employer shall provide the Union supporting documentation (including any actuarial report prepared for the Board of Commissioners) that an increase is necessary. If the Union disputes the premium increase, the Union may file a grievance directly at Step 3 of the grievance procedure.

Section 25.5. Full-time employees must remain in an active pay status in order to continue to be eligible for Employer paid health care coverage except as provided for in the Family and Medical Leave Act (FMLA) and the County's FMLA policy. Employees who are on an approved leave of absence shall be afforded the opportunity to pay for hospitalization, at the existing group rate, for the duration of their leave of absence.

ARTICLE 26 BEREAVEMENT LEAVE

Section 26.1. In the event of a death in the immediate family of an employee, the employee shall be granted paid leave up to three (3) days (twenty-four [24] hours) to attend the funeral, make funeral arrangements, and carry out other responsibilities relative to the funeral. Said leave shall not be chargeable to sick leave.

Section 26.2. For purposes of this article, immediate family shall be defined as an employee's parent, sibling, stepparent, spouse, child, stepchildren, father-in-law, mother-in-law, grandparents, grandchildren, adopted children, and children for whom the employee stands or stood in loco parentis.

Section 26.3. Upon approval of the Sheriff, an additional two (2) days chargeable to sick leave may be granted to employees to attend funerals, make funeral arrangements, and carry out other responsibilities relative to the funeral. Additionally, a maximum of three (3) days chargeable to sick leave may be granted to employees to attend funerals of the employee's grandparents-in-law, brother-in-law, sister-in-law, son-in-law, and/or daughter-in-law.

Section 26.4. One (1) day shall be charged to sick leave to permit the employee to attend the funeral, make funeral arrangements, and carry out the other responsibilities related to the funeral of the following: aunt, uncle, niece, or nephew.

ARTICLE 27 LIABILITY

Section 27.1. The Employer or its insurance carrier agrees to provide legal representation for the defense of any lawsuit brought against any employee for actions resulting from the employee acting in good faith and within the scope of his employment or official responsibilities.

Section 27.2. Further, the Employer or its insurance carrier shall be responsible for any judgments rendered against an employee as a result of such lawsuits where the employee acted in good faith and within the scope of his employment or official responsibilities.

Section 27.3. In no event shall the Employer or its insurance carrier be required to provide legal representation or pay any judgments where the employee acted manifestly outside the scope of his or her employment or official responsibilities.

Section 27.4. In no event shall the Employer be required to pay any judgments rendered against an employee as a result of a lawsuit where the employee was found to have engaged in wanton, malicious, or intentional misconduct.

ARTICLE 28 HOLIDAYS

Section 28.1.

A. Employees NOT ASSIGNED TO THE CIVIL OR COURTS DIVISION of the Lorain County Sheriff's Office shall be entitled to the following ten (10) paid holidays:

New Year's Day	1st day in January
Martin Luther King Day	3rd Monday in January
Easter Sunday	
Memorial Day	Last Monday in May
Independence Day	4th day of July
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	24th day of December
Christmas Day	25th day of December

- B. Employees assigned to the Civil or Courts Division of the Lorain County Sheriff's Office shall be entitled to the following eleven (11) paid holidays:

New Year's Day	1st day in January
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	4th day of July
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	11th day of November
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Day	25th day of December

Section 28.2. In the event any of the aforementioned holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event any of the aforementioned holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday.

Section 28.3. Personal Holidays

- A. In addition to the above mentioned holidays, each non-probationary employee in the bargaining unit who is not assigned to the Civil or Courts Division shall be entitled to four (4) personal holidays as additional days off with pay. Employees who are eligible for all four (4) personal holidays shall be required to schedule two (2) personal holidays during the first six (6) calendar months of each year and two (2) personal holidays during the second six (6) months of the year. The parties agree that said additional days off with pay shall be scheduled by the Employer upon receiving a written request from the employee fourteen (14) days prior to the beginning of a new schedule period. Scheduling of the employee's personal days off will be based upon the operational needs of the Sheriff's Office. If more employees request the same day off than what the schedule permits, determination of who receives the day off will be made on the basis of classification seniority. Compensation for the additional days off (personal holidays) shall be at straight time and the employee shall be scheduled off for that day.
- B. Non-probationary employees assigned to the Civil or Courts Division will have Columbus Day off in lieu of one of the above mentioned personal holidays. In addition, those employees assigned to the Civil or Courts Division shall be entitled to three (3) personal holidays as additional days off with pay. Employees who are eligible for the three (3) personal holidays shall be required to schedule one (1) personal holiday during the first six (6) calendar months of each year and one (1) personal holiday during the second six (6) months of the year. The third personal holiday may be scheduled at any time during the year. The parties agree that said additional days off with pay shall be scheduled by the Employer upon receiving a written request from the employee fourteen (14) days prior to the beginning of a new schedule period. Scheduling of the employee's

personal days off will be based upon the operational needs of the Sheriff's Office. If more employees request the same day off than what the schedule permits, determination of who receives the day off will be made on the basis of classification seniority. Compensation for the additional days off (personal holidays) shall be at straight time and the employee shall be scheduled off for that day. Employees assigned to the Court Unit may request to use a personal holiday for any day the Justice Center is closed.

- C. Probationary employees shall be credited with one (1) personal holiday after each three (3) months of employment. Thereafter, at the beginning of the calendar year following completion of their probationary period, new employees shall be credited in accordance with the provision above.

Employees who fail to request and schedule personal days in accordance with this article shall forfeit said personal holidays for that year.

It is agreed by the parties that in the event of a bona fide emergency, an employee may request of the OIC his personal day off without the above mentioned prior notice. The OIC shall make every effort to accommodate the employee's request.

Section 28.4. If an employee's work schedule is other than Monday through Friday, he is entitled to holiday pay for holidays observed on his day off regardless of the day of the week on which they are observed.

Section 28.5. Employees shall be paid for eight (8) hours at their straight time hourly rate for each of the holidays listed in Section 1 above.

Section 28.6. Any work performed by an employee on any one of the days listed in Section 1 shall be paid at the rate of one and one-half (1-1/2) times the employee's straight time hourly earnings in addition to the holiday earnings, except as indicated below.

In order to be eligible for both the hourly rate and the holiday rate, employees must work their last scheduled day preceding the holiday and the first scheduled day following the holiday. Any employee who fails to work the last scheduled day prior to the holiday or the first scheduled day following the holiday shall be paid their straight time hourly rate for all hours worked on the holiday. The Sheriff may, at his sole discretion, waive this requirement.

If an employee is scheduled to work on a holiday but fails to report to work, the employee shall receive no pay for the holiday. Regardless of whether the employee's absence is counted as an excused absence, the employee may not use any form of paid leave to cover the absence. The Sheriff may, at his sole discretion, waive this requirement.

Section 28.7. In the event the Employer decides to assign an employee or employees a holiday off, the following procedures shall apply: the Employer shall post on the bulletin board a notice stating the holiday, the number of employees who will be assigned the day off, and the shift affected. The notice shall be timely and employees wishing the day off shall sign the notice.

The Employer will then assign the employee(s) with the most classification seniority receiving the holiday off. If the Employer is unable to obtain the designated number of employees off on the holiday affected in accordance with the procedures above, the Employer shall have the right to assign employees in reverse order of seniority by assignment the holiday off in order to meet its determined staffing levels.

ARTICLE 29 LONGEVITY

Section 29.1. All full-time regular employees shall be eligible for an annual longevity payment in accordance with the following schedule:

<u>Years Of Completed Service</u>	<u>Amount Per Year</u>
Three (3) through fifteen (15)	\$88.00
Sixteen (16) through twenty (20)	\$90.00
Twenty-one (21) through thirty (30)	\$94.00

Section 29.2. The annual payment amount shall be calculated by the amount per year multiplied by the number of years of completed service as the employee's anniversary date of employment each year.

Section 29.3. For the purposes of this article, completed service shall include departmental seniority with no break in continuous service. Employees must be in an active pay status to receive their annual longevity compensation. The employee's length of service in a particular year shall be utilized in determining the amount of the longevity payment the employee is entitled to receive in that year.

Section 29.4. A full-time employee's longevity payment as outlined above will be divided by 2080 hours to determine his hourly longevity rate. The hourly longevity rate will then be treated like a supplement to the employee's hourly rate of pay and will be included in the calculation of the employee's gross biweekly earnings. The longevity supplement shall only increase pursuant to this article and shall not increase when the employee receives an increase to his regular hourly rate of pay. The longevity supplement, however, will be considered in determining the rate of pay for overtime work.

ARTICLE 30 HOURS OF WORK AND OVERTIME

Section 30.1. The scheduled workweek for full-time employees shall normally consist of forty (40) hours per week, and the scheduled workday shall normally consist of eight (8) hours per day, exclusive of the time allotted for meal periods.

Section 30.2. Employees who are required to work by the Employer more than eighty (80) hours in any fourteen (14) consecutive workday period shall be entitled to overtime compensation at time and one-half (1 1/2) their regular base rate of pay for all hours actually worked in excess of the eighty (80) hour maximum. Hours actually worked shall include all hours in which the

employee is in active pay status except sick leave or leave used in lieu of sick leave which shall not be counted as hours worked. The Employer shall have the right to change the beginning of the work period provided that such change is intended to be permanent and that the Union is notified forty-eight (48) hours in advance of any such change. No employee shall be compensated for time fifteen (15) minutes prior to or after their regular eight (8) hour shift unless said time exceeds the eighty (80) hours in the fourteen (14) day work period.

“Active pay status” - Means conditions under which an employee is eligible to receive pay, and includes, but is not limited to, vacation leave, sick leave, bereavement leave, administrative leave, compensatory time, holidays, and personal leave. For the purpose of determining overtime or compensatory time for an employee who is eligible for overtime compensation, active pay status does not include sick leave or leave used in lieu of sick leave.

Section 30.3. The Employer and an affected employee shall mutually agree to adjust the employee’s schedule during the work period in order that the total number of hours actually worked does not exceed the eighty (80) hour maximum. However, such adjustment shall not cause any employee to be scheduled to work less than eighty (80) hours per work period or the equivalent of the ratio of forty (40) hours per scheduled workweek during the fourteen (14) day work period, unless the employee agrees to such an adjustment.

Section 30.4. An employee, other than those who are furnished a support car, shall receive pay at the base rate of one and one-half (1 1/2) times the base pay when called in from off duty status for departmental business, court appearances, emergencies, special events, and required schooling, in a minimum amount of three (3) hours. Any amount of time in excess of three (3) hours shall be paid to the nearest tenth (1/10) of an hour.

Section 30.5. Those employees that are furnished a support car by the Sheriff’s Office shall receive a minimum of three (3) hours of pay at the base rate of one and one-half (1 1/2) times the base pay for off duty appearances as outlined in Section 4. Any time in excess of three (3) hours will be paid to the nearest one-tenth (1/10) of an hour. The above affected employees that have a support car will not be compensated for the first ten (10) minutes of total time involved in any off duty support car activity to or from work or to or from extra duty details. Once the work involvement exceeds ten (10) minutes, any time worked after ten (10) minutes will be paid at one and one-half (1 1/2) times the base rate of pay to the nearest one-tenth (1/10) of an hour. This shall not affect work that is assigned during the employee’s normal eight (8) hours of work which takes the employee into overtime past his eight (8) hours of work. The Union recognizes that decision-making authority to utilize or not utilize support cars rests solely with the Sheriff and any such decision or related policy or procedure shall not in any way be subject to the terms of this agreement nor procedure contained herein. The Employer retains the right to have the employees work for the full three (3) hour period.

Section 30.6. Whenever an employee is temporarily assigned to act in the capacity of a Shift Supervisor for a period of two (2) hours or more, said employee shall be compensated at the pay schedule for the probationary supervisory positions for all hours worked in such position. Such temporary assignment shall be based upon operational needs, ability, and qualifications as determined by the Employer.

Section 30.7. The Union recognizes that those days declared as calamity days by the Lorain County Commissioners are non-applicable to employees of the Lorain County Sheriff's Office.

Section 30.8. Time not worked in violation of the Sheriff's Office's Habitual Absenteeism and Tardiness Policy will be deducted from the eighty (80) hour, fourteen (14) day schedule when computed for overtime compensation. (Example: Tardiness, AWOL, pattern of use, etc.)

Section 30.9. The use of compensatory time shall be with the advance approval of the appropriate supervisory authority. Within an established fourteen (14) day period, any available flex time must be utilized prior to applying for the use of compensatory leave. In the event an employee's balance of compensatory time is in excess of forty (40) hours, all time in excess of forty (40) hours will be paid to the employee in the first paycheck of July of each year.

If an employee provides a written request to the Employer no later than thirty (30) calendar prior to July 1st of each year, an employee may cash-out and be paid for all accrued but unused compensatory time.

Section 30.10. Employees who are designated by the Sheriff to be in an "on-call" status shall receive a supplement of four (4) hours straight time in consideration for the inconvenience associated with this "on-call" status. These four (4) hours will not be credited as hours worked toward overtime. Employees shall be required to be in an "on-call" status for seven (7) day periods which will coincide with the pay period. Employees who may be unable to fulfill their "on-call" obligations as scheduled shall be obligated to arrange for coverage by a qualified employee. In the event that an employee fails to ensure coverage by a qualified employee for any period of time, said employee may be subjected to disciplinary action.

ARTICLE 31 UNIFORMS

Section 31.1. Newly hired employees shall be provided with required uniforms and equipment as determined and approved by the Sheriff.

Section 31.2. Non-probationary employees shall be provided with an annual uniform allowance account as follows.

A. Effective January 1, 2017, the annual uniform allowance for the classification listed below shall be as follows:

Classification

Evidence Officer	\$1,100.00
Patrol Officer	\$1,100.00

Payment for such uniform allowance shall be made to each employee no later than May 1st of each year.

Section 31.3. Patrol Officers assigned to the K-9 unit shall receive an additional allowance of one hundred and fifty dollars (\$150.00) per calendar year for related expenses and equipment involved with such special assignment. Employees receiving such an assignment during the course of the applicable year shall be entitled to the prorated amount of the annual allowance.

Section 31.4. The Employer shall determine the appropriate uniforms and equipment necessary for each classification. It shall be the responsibility of the employee to obtain such appropriate uniforms and equipment and to maintain such items in a professional manner. Upon separation from employment, all equipment purchased by the Employer and any identification insignia on uniforms shall be returned to the Sheriff's Office.

Section 31.5. Personal Property Reimbursement.

A. Bargaining Unit Members shall be entitled to reimbursement for the repair or replacement of eyewear and time pieces that are damaged during the course of performing their assigned duties with due caution and without negligence. Upon presentation to the Employer of evidence of damage to an employee's eyewear or timepiece, the Employer agrees to pay for the repair or replacement of the personal property up to a maximum amount as set forth below:

<u>Personal Property</u>	<u>Maximum Amount of Reimbursement</u>
Time Piece	\$75.00
Eyewear (including contacts) Insurance	100% of amount not covered by Eye Care up to a maximum of \$200.00.

B. The Sheriff shall have the right to examine any item damaged, and may deny reimbursement for the item for just cause. Employees agree to cooperate fully with the Employer in any efforts made to obtain reimbursement from the party originally responsible for any damage to an employee's personal property.

**ARTICLE 32
COURT LEAVE**

Section 32.1. The County shall grant full pay for regularly scheduled working hours on any day when an employee is subpoenaed for any court or jury duty by the United States, the State of Ohio, or a political subdivision which is not job related. All compensation received for court or jury duty is to be remitted by the employee to the Employer, unless such duty is performed totally outside of normal working hours.

Section 32.2. Employees shall not be entitled to paid court leave when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc. These absences would be leave without pay or vacation, as scheduled in advance with the Employer.

Section 32.3. It is understood that an employee released from jury duty prior to the end of his/her scheduled work day shall report to work for the remaining hours.

**ARTICLE 33
VACATION LEAVE**

Section 33.1. Full-time employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of service, as follows:

<u>Length of Service</u>	<u>Vacation</u>
Less than 1 year	None
1 year but less than 8 years	80 hours
8 years but less than 15 years	120 hours
15 years but less than 25 years	160 hours
25 years or more	200 hours

Section 33.2. New employees shall not be entitled to vacation service credit or prior service credit for tenure with any other governmental unit or political subdivision of the State of Ohio.

Each employee of the Employer, who has been previously credited with vacation credit or prior service credit prior to the execution of this agreement, shall retain such service credit.

Section 33.3. For payment purposes, vacation is credited each biweekly pay period at the following rates:

<u>Annual Vacation Entitled To</u>	<u>Credited Per Pay Period</u>
80 hours	3.1 hours
120 hours	4.6 hours
160 hours	6.2 hours
200 hours	7.7 hours

Section 33.4. No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he/she has completed one (1) year of employment with the Employer. Years of employment shall run from anniversary date to anniversary date.

Section 33.5. Vacations are scheduled in accordance with the workload requirements of the individual divisions. For this reason, the Employer may require vacation requests be made by January 1 of each year, and will post the vacation schedule within thirty-one (31) days. Adjustments to the January 1 schedule will be made based upon classification seniority and in accordance with the workload requirements as determined by the Employer.

Section 33.6. An employee wishing to change his/her scheduled vacation shall give the Employer two (2) weeks advance notice. All changes after February 1st shall be on a "first come-first served" basis for those unscheduled and available weeks remaining. Any employee

requesting vacation time on a “first come-first serve” basis shall make their request at least one (1) week in advance of the date(s) they are requesting. The Employer may waive the one (1) week advance notice if the employee can show that there is a bona fide emergency.

The Employer shall have the right to deny vacation requests if workload requirements so mandate.

The Employer will notify employees requesting vacation on a “first come-first served” basis within two (2) working days of their request if it is approved or denied.

Section 33.7. Generally, vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. The Employer may, in special circumstances, permit an employee to accumulate vacation from year to year. This accumulation of vacation time must be approved in advance and must be in response to special circumstances as outlined in a written request submitted by the employee.

Section 33.8. Unless an extension is granted by the Sheriff, in the Sheriff’s sole discretion, upon application by an employee for good cause shown, an employee shall forfeit his right to take or to be paid for any vacation leave to the employee’s credit which is in excess of the accrual of two (2) years. Such excess leave shall be eliminated from the employee’s leave balance; the employee shall be notified in writing of the number of hours of leave eliminated.

Section 33.9. Days specified as holidays in Article 28 herein shall not be charged to an employee’s vacation leave.

Section 33.10. An employee is entitled to compensation, at his current rate of pay, for the prorated portion of any earned but unused vacation leave for the current year to his credit at time of separation, and in addition shall be compensated for any unused vacation leave accrued to his credit, with the approval of the Employer, for the two (2) years immediately preceding the last anniversary date of employment.

Section 33.11. If an employee while on vacation contracts an illness or injury or experiences a death in the family which would warrant paid sick leave had the member been at work, such employee shall, upon showing proper evidence acceptable to the Employer, be allowed to charge such absence to sick leave rather than to vacation leave.

Section 33.12. In the case of the death of an employee, the approved unused vacation leave and unpaid overtime to the credit of any such employee shall be paid in accordance with Ohio Revised Code section 2113.04 or to the employee’s estate.

ARTICLE 34 MEAL PERIODS

Section 34.1. Each employee of the Employer shall be entitled during their normal work shift to a thirty (30) minute meal period.

Section 34.2. It is understood and agreed that, because of the nature of the work of the Lorain County Sheriff's Office, employees may be required during emergency situations which require immediate response to have their meal periods interrupted.

**ARTICLE 35
WAGES**

Section 35.1. Effective the first full pay period of county fiscal year 2020, the hourly base rates of pay shall be as follows:

2020 (3%)	Probationary Rate	1st Year Rate	2nd Year Rate	3rd Year Rate
Evidence Officer	\$23.33	\$24.79	\$26.28	\$27.76
Patrol Officer	\$26.67	\$28.30	\$29.95	\$31.52

Effective the first full pay period of county fiscal year 2021, the hourly base rates of pay shall be as follows:

2021 (3%)	Probationary Rate	1st Year Rate	2nd Year Rate	3rd Year Rate
Evidence Officer	\$24.03	\$25.54	\$27.06	\$28.59
Patrol Officer	\$27.47	\$29.15	\$30.85	\$32.46

Effective the first full pay period of county fiscal year 2022, the hourly base rates of pay shall be as follows:

2022 (3%)	Probationary Rate	1st Year Rate	2nd Year Rate	3rd Year Rate
Evidence Officer	\$24.75	\$26.30	\$27.88	\$29.45
Patrol Officer	\$28.29	\$30.03	\$31.78	\$33.44

Section 35.2. Effective the first full pay period following passage of the physical abilities test, bargaining unit employees shall be eligible to receive a physical abilities testing incentive bonus.

Section 35.3. Those officers selected as field training officers shall receive an additional one dollar (\$1.00) per hour for each hour they actually serve in the capacity of a field training officer. Each field training officer shall receive two (2) hours of FTO time off for each forty (40) hours of time they actually serve in the capacity of a field training officer. FTO time off must be scheduled according to the language of Section 28.3, Personal Holidays.

ARTICLE 36 INJURY LEAVE

Section 36.1. Any employee who becomes unable to perform duties as assigned by the Employer for more than seven (7) days due to a serious physical injury or illness suffered in the course of lawful bona fide law enforcement work may request to be placed on Occupational Injury Leave (OIL) as provided in this article.

- A. OIL consists of wage advance and the injured employee must apply for Workers' Compensation lost wage benefits (Temporary Total Disability), unless the employee is participating in a transitional work program.
- B. An employee will be deemed to have incurred a serious injury or illness in the course of bona fide law enforcement work if the injury or illness occurs while the member is responding to a call to duty or performing service which involves the investigation of a crime in progress, the enforcement of the law, the apprehension of a suspect, or the preservation of life or property.
- C. OIL is not available for injuries which occur while in the employ of another person or entity.

Section 36.2. If the inability to work due to the physical injury or illness exceeds seven (7) days, the employee may be eligible to continue to receive full pay for a period not to exceed one hundred eighty (180) calendar days from the date of the seventh (7th) day, or from the date the employee first requests OIL, whichever is later. OIL shall be computed as if the employee is at work on a regular schedule. The first seven (7) days of absence due to the injury or illness shall be chargeable to the employee's sick leave, vacation, or bonus leave. If the employee does not request OIL within the first seven (7) days after the injury, the OIL will not begin until after the request for leave is approved.

Section 36.3. The Employer may, in its discretion, extend an OIL for such additional time as the injury or illness may warrant. The Employer's decision regarding the extension of OIL shall not be subject to the grievance procedure.

Section 36.4. Application For OIL.

- A. The employee must report the injury by completing an Injury-on-Duty report. The report must be completed no later than forty-eight (48) hours after the injury, unless the employee is prevented from doing so due to the nature of the injury or illness. In such cases, the employee's supervisor may complete the Injury-on-Duty report.
- B. To apply for OIL, the employee must complete the following forms:
 - 1. Occupational Injury Leave Agreement (Appendix C)

2. Medical Release Form
 3. Any Bureau of Workers' Compensation forms that may be required to process the lost wages claim, which may include but are not limited to:
 - a. First Report of an Injury (FROI-1)
 - b. Request for Temporary Total Compensation (C-84)
 - c. Authorization to Release Medical Information (C-101)
- C. Competent medical proof of inability to work must be provided via Form C-84 or Physician's Update and Physical Capabilities form.
- D. It shall be the duty of the Employer to conditionally approve or reject the application, and in doing so, he may require examination by a registered physician of his selection. Once the Employer conditionally approves the application, the Employer will not oppose the employee's application for workers' compensation.

Section 36.5. The employee may apply for OIL if he becomes unable to perform his duties for more than seven (7) days as a result of the reoccurrence of a prior OIL injury or illness or follow-up medical treatments related to the original injury or illness. OIL granted for reoccurrence or follow up treatment shall be charged to the original one hundred eighty (180) days and such additional leave that the Employer may grant. The employee must comply with Section 36.4 in order to receive continuation of wages. In no event shall payments under this article be payable after two (2) years from the date of the original injury or illness.

Section 36.6. In the event the employee's application for lost wage benefits is not approved by the Bureau of Workers' Compensation of the Industrial Commission of Ohio, the employee shall be charged with all time lost from work against his accumulated sick leave time, or at the employee's option, the benefits shall be repaid in cash, accumulated vacation, and/or bonus time. If the employee does not have accumulated sick leave, vacation, and/or bonus time to cover either all or part of the time off up to and including the date the claim is disallowed, then any monies paid to the employee by the Employer under this article shall be repaid by the employee to the Employer.

Section 36.7. The Employee may be required to return to work in a transitional work assignment, if available, during such period of disability. Said assignment shall be at the sole discretion of the Employer. If a transitional work assignment is not applicable due to the employee's injury, or as determined by the Employer, the employee shall, at the request of the Employer, submit to a physical exam by a licensed physician of the Employer's choice to determine if physical therapy may aid in the recuperation and return to work of the employee. Physical examinations required pursuant to this article shall be at the Employer's expense.

Section 36.8. After each thirty (30) day period that an employee is on OIL, the Employer shall have the right to request medical verification of the employee's injury or illness from his doctor. The Employer shall have the right, at its own expense, to send the employee to a doctor of its

own choosing for medical verification of the employee's injury or illness. In the event there is a dispute between the employee's physician and the Employer's doctor, the employee will be sent to a third, neutral doctor whose decision regarding the employee's condition will be final.

Section 36.9. OIL payments will cease upon any of the following events:

- A. The attending physician releases the employee to return to work or at such time the employee is declared capable of performing his normal duties by a physician appointed by the Employer.
- B. The employee returns to work for another employer.
- C. If offered, the employee fails to return to a transitional assignment consistent with his medical restrictions as approved by the injured employee's treating physician.
- D. The employee fails to appear for an Employer-sponsored medical examination without a reasonable excuse acceptable to the Employer.
- E. The employee has reached maximum medical recovery and/or the condition has become permanent.
- F. The claim is found to be fraudulent after payment has commenced.
- G. The employee's employment is terminated.

ARTICLE 37 LIFE INSURANCE

Section 37.1. The Employer agrees to continue to provide each employee with a fifty thousand dollar (\$50,000) life insurance policy.

ARTICLE 38 PHYSICAL ABILITIES TESTING

Section 38.1. All employees shall participate in a Physical Abilities Testing program. The Physical Abilities Test shall measure whether employees are physically able to perform the essential functions of their position. The program may be subject to change for valid reasons following official notification to the LCDA. Employees who refuse to participate in any part of the Physical Abilities Testing program (other than due to a medical exemption) may be subject to disciplinary action.

Section 38.2. The Employer shall comply with the Americans With Disabilities Act (ADA), and shall defend, indemnify, and hold harmless the LCDA, and its agents, officers, representatives, and members against any and all claims and/or costs arising from or in any way related to the implementation and enforcement of Physical Abilities Testing, specifically including, but not

limited to, any cost arising from an action in any court or administrative agency. This section shall not apply to any action brought by the LCDA.

Section 38.3. Employees shall be notified in writing of their Physical Abilities Test score upon completion of the test or as soon thereafter as is practical. Employees who successfully complete the Physical Abilities Test shall receive an incentive bonus in the amount of \$750.00.

Section 38.4. An employee who is exempt under Section 7 below, or for any other reason set forth in this article, shall be required to engage in a fitness program, provided such program is approved by the employee's physician.

Section 38.5. All employees shall be tested once each year. This does not include any retests that an employee shall be required to complete in accordance with this article. The Employer shall schedule all test dates.

Newly hired employees must take and pass the Physical Abilities Testing as a condition of their employment on the first scheduled test date during their probationary period. No compensation will be given for probationary employees. A probationary employee will not be required to take another physical abilities test until completion of his probationary period. Thereafter, annual testing shall be mandatory.

Section 38.6. Physical Abilities Test performance scores shall not be used as a criteria for promotions or special assignments, except in cases where it is reasonably determined that the candidate must possess a unique physical standard that is germane to that position.

Section 38.7. An employee may provide the Employer with a written statement from a licensed physician stating that participation in all or any part of the Physical Abilities Test will be detrimental to the employee's health. In such cases, the employee shall not be required to participate in the prohibited part(s) of the Physical Abilities Testing procedures except as hereinafter provided.

Section 38.8. An employee requesting an exemption from all or any part of the Physical Abilities Test, by providing a written statement from a licensed physician, may at the sole discretion of the Employer, be required to submit to a physical examination by a licensed physician selected by the Employer, at the Employer's expense. In the event that there is disagreement between the physician selected by the employee and the physician selected by the Employer as to whether participation by the employee in all or any part of the Physical Abilities Test will be detrimental to the employee's health, at the option of the Employer, another licensed physician shall be selected by agreement of the Employer and the employee to make a determination as to whether participation by the employee in all or any part of the Physical Abilities Test will be detrimental to the employee's health. The cost of this determination shall be shared by the Employer and the employee. The decision of the physician so selected by the Employer and the employee shall be binding upon the parties as to whether the employee shall be required to participate in the Physical Abilities Test.

Section 38.9. An employee who is temporarily unable to perform the essential functions of the position with a reasonable accommodation may be placed on leave.

Section 38.10. An employee who is exempted from all or any part of the Physical Abilities Test shall, upon request from the Employer, give the Employer a medical information release authorization which will allow the Employer to obtain information from the licensed physician issuing the written statement describing the medical or physical condition of the employee, and how such condition relates to the Physical Abilities Test, or any particular part of the test, in such a way as to make participation in the test, or any part thereof, detrimental to the employee's health. All information received by the Employer shall be confidential and maintained separately from the employee's personnel file.

Section 38.11. Employees shall provide the Employer a medical clearance from the employee's physician on a form provided by the Employer. The form shall be updated not less than every two (2) years. The form shall describe the tests the employee will be required to undergo.

Section 38.12. During the testing process, any employee who exhibits or complains of any condition which suggests that further participation in the testing process may be detrimental to the employee's health shall not be required or permitted to continue in the testing process. The Employer, at the Employer's sole discretion, or at the request of the employee, may transport the employee to a licensed physician or emergency care facility for immediate attention, or if immediate attention is not deemed necessary, the Employer may require the employee to provide a new medical clearance. The cost of any emergency or immediate medical attention shall be paid by the Employer.

Section 38.13. An employee who fails to achieve a satisfactory level of physical fitness may be subject to administrative action. An employee shall be deemed physically fit for his position if the employee achieves the minimum passing score on the test adopted by the Employer as part of the Physical Abilities Testing program. The Employer may deem an employee unfit for duty for physical reasons if the employee does not achieve the minimum passing score on the test at the conclusion of the retest periods set forth below.

Section 38.14. After the first failure to achieve a minimum passing score on the Physical Abilities Test, an employee shall be retested again after ninety (90) days. However, an employee may, fifteen (15) or more days after the first failure, submit to the Employer a written request to be retested. An employee who makes such request shall be retested within fourteen (14) days after the written request is submitted to the Employer. An employee passing a mandatory or requested retest shall not be tested again until the next regularly scheduled test for that employee. An employee who fails a retest which the employee requested shall not be subject to administrative action because of such failure.

Section 38.15. An employee who fails the first required retest shall be issued a counseling letter suggesting how the employee could improve test performance, and shall be retested again after sixty (60) days. An employee failing a second retest shall be issued a warning letter advising the employee that, should the employee fail the next scheduled retest, the employee may be deemed unfit for duty for physical reasons and may be separated from service.

Section 38.16. Counseling letters and written warnings received for a failed Physical Abilities

Test shall not be recorded as disciplinary action. These entries shall be recorded only as notices to the employee and shall not be used as part of any future progressive discipline.

Section 38.17. An employee receiving a written warning after failing the second retest shall be retested not less than thirty (30) days later. If the employee fails to pass the Physical Abilities Test after the thirty (30) day period, the employee may be deemed by the Employer to be physically unfit to perform the duties of his position and may be separated from service for physical ability reasons.

Section 38.18. Notwithstanding any other provision of this article, nothing shall restrict the right of the Employer to remove an employee from employment if the employee is unable to perform the essential functions of the position, with or without reasonable accommodation. The separation of any employee for physical ability reasons shall be subject to the grievance and arbitration procedure set forth in this agreement.

ARTICLE 39 SUBSTANCE ABUSE TESTING

Section 39.1. Drug testing for the illegal use of drugs may be conducted, based upon reasonable suspicion, upon return to duty, on a follow-up basis, whenever a serious injury occurs at work, and randomly, as set forth in this article. Only the Sheriff, or in his absence a Chief Deputy or Captain, shall order employees to submit to random drug testing. A Chief Deputy, Captain, or Lieutenant may order reasonable suspicion drug testing when the Sheriff is unavailable.

- A. For the purposes of this article, “serious injury” shall mean any injury for which the employee requires the immediate medical attention of a licensed practitioner.
- B. Whenever a drug test is ordered based upon reasonable suspicion, the basis for the reasonable suspicion shall be articulated verbally prior to the employee being sent for testing.

Section 39.2. All drug tests shall be conducted by a SAMHSA accredited facility. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody and control and split sample collection and testing.

Section 39.3. The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory drug test result is positive shall have the right to request a certified copy of the testing results in which the laboratory shall affirm that the test results were obtained using professionally recognized testing methods. The employee shall provide a signed release for disclosure of any and all testing results to the Employer. The Employer shall not disclose the testing results without the consent of the employee, except as otherwise required by a court order, or as necessary to defend any disciplinary action taken against the employee as the result of a positive test.

Section 39.4.

- A. Scientifically accepted analytical methods or procedures will be used to test the sample and will include a confirmation test if a positive test result by gas chromatography, gas chromatography-mass spectrometry, or other reliable analytical method before the test results are used as a basis for any action. All confirmation tests will be performed by a clinical laboratory.

Laboratory Analysis Procedures

Initial Test: The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for the below identified drugs or classes of drugs:

	Initial Screen (Ng/ml)	Confirmatory Screen (Ng/ml)
Marijuana metabolites	50	15
Cocaine metabolites	150	100
Hydrocodone/Hydromorphone	300*	100
Phencyclidine (PCP)	25	25
Amphetamines	500	250 amphetamine 250 methamphetamine
Opiates (Codeine/Morphine)	2,000 ng/ml	2,000 ng/ml
Oxycodone (Oxycotin)/Oxymorphone	100 ng/ml	100 ng/ml
Propoxyphene (e.g., Darvon/Darvocet)	300 ng/ml	300 ng/ml
Benzodiazepines (e.g., Xanax/Vicoden)	300 ng/ml	300 ng/ml
Barbiturates (CNS depressants)	200 ng/ml	200 ng/ml
Amphetamine, Methamphetamine, MDMA/MDA (Ecstasy)	500 ng/ml	250 ng/ml
6-Acetylmorphine	10 ng/ml	10 ng/ml
Phencyclidine	25 ng/ml	25 ng/ml

*25 Ng/ml if immunoassay specific for free morphine

However, the above commonly listed drug names are in no way to be considered a limitation on the testing process and are for illustrative and informative purposes only. The fact that a specific medication or drug is not listed beside the drug category does not mean that an employee is excused from the consequences of testing above the prescribed category levels in this article.

- B. In the event the confirmatory test confirms the results of the first test, the Employer will proceed with sanctions as set forth in this article.
- C. In the event the initial and confirmatory test results are positive, the employee is entitled to have the split sample tested in the manner prescribed above at the employee's expense.

The results of this test shall be determinative, except in those instances where the first test and confirmatory test indicated the presence of adulterant(s).

- D. For purposes of this Article, and pursuant to O.R.C. 3796.28, medical marijuana, whether properly prescribed or not, shall be considered a prohibited substance. Any test showing the presence of medical marijuana shall be considered a violation of this article and subject the employee to discipline as outlined below.

Section 39.5. If the above drug testing produces a positive result, the employee will be subject to disciplinary action, up to and including termination.

Section 39.6. An employee who, prior to being called to submit to a test, voluntarily admits a substance abuse problem, may request to use sick time, compensatory time, or vacation leave in order to complete a voluntary rehabilitation program. If no such leave time is available, the employee may request to be placed on disability leave without pay for the period of the rehabilitation program. Upon completion of such program, as certified by a substance abuse professional, and upon receiving results from a return-to-duty test demonstrating that the employee is no longer under the influence of controlled substances, the employee will be returned to his former position.

Such employee may be subject to follow-up tests, conducted randomly, during the first twelve (12) months following his return to work. A positive test result will result in termination.

Section 39.7. If an employee refuses to cooperate with the testing procedure, adulterates his sample, or attempts to adulterate his sample, the employee will be subject to disciplinary action, up to and including termination.

Section 39.8. The cost of drug screening and confirmatory tests shall be borne by the Employer, except any test initiated at the request of the employee shall be at the expense of such employee. The cost of any return-to-duty tests shall also be at the expense of the employee. All records pertaining to drug test results shall be kept in a confidential manner, except as otherwise required by law.

Section 39.9. Random drug testing may be conducted by the Employer no more than four (4) times each calendar year. No more than twenty-five percent (25%) of the bargaining unit shall be randomly tested during any one testing period. Selection of those employees to be randomly tested shall be by lottery conducted by the testing laboratory.

Section 39.10. Nothing contained in this article shall be construed as a waiver of the Union's right to appeal any disciplinary action imposed pursuant to this article.

ARTICLE 40 NONDISCRIMINATION

Section 40.1. The provisions of this agreement shall be applied equally to all bargaining unit employees without unlawful discrimination as to age, sex, marital status, race, color, national

origin, disability, religion, military status, veteran's status, genetic information or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the agreement.

Section 40.2. The Employer and the LCDA agree not to interfere with the desire of any person to become or remain a member of the LCDA.

Section 40.3. All references to employees in this Agreement designate both sexes, and wherever a male gender pronoun is used, it shall be construed to include male and female employees.

ARTICLE 41 SERVICE WEAPON

Section 41.1. Upon his retirement from the Lorain County Sheriff's Office, any employee covered by this agreement may purchase his or her service weapon from the Employer for the cost of twenty-five dollars (\$25.00), provided the employee retires on a full service pension or through a disability pension governed by the rules of the Public Employees Retirement System (LE). However, the employee is not eligible to purchase said weapon if the retirement is based on a mental condition or a mental disability. The Employer agrees to furnish the retired employee with two (2) magazines as permitted by law.

ARTICLE 42 DURATION OF AGREEMENT

Section 42.1.

- A. This Agreement covers the period of January 1, 2020, through December 31, 2022, and shall become effective as of the date of execution. It shall remain in full force and effect until December 31, 2022, unless otherwise terminated as provided herein.
- B. If either party desires to modify, amend, or terminate this agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date, of this agreement. Such notice shall be by electronic mail pursuant to the rules of the State Employment Relations Board. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent. Modifications or amendments at any other time than that established above shall only be by the mutual written consent of the parties.

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Employer and the Union both agree that they shall not be obligated to bargain on any matters during the term of this agreement except as provided for in Articles 13 and 14 of this agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and signed by their duly authorized representatives this 22nd day of June 2020.

FOR THE LORAIN COUNTY SHERIFF

Sheriff Phil Stammitti
Phil Stammitti, Sheriff
Captain Jack Hammond
Jack Hammond, Captain
Robin Bell
Robin Bell, Consultant

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

Lucy DiNardo
Lucy DiNardo, Staff Representative

FOR THE LORAIN COUNTY DEPUTY ASSOCIATION (LCDA)

Jason Eschik

LORAIN COUNTY COMMISSIONERS

Lori Kokoski
Lori Kokoski, Commissioner
Matt Lundy
Matt Lundy, Commissioner
Sharon Sweda
Sharon Sweda, Commissioner

APPROVED AS TO FORM

Gerald H. Innes
Gerald Innes, Assistant Co. Prosecutor

**APPENDIX A
UNION REPRESENTATIVE TIME FORM**

Union Official's Name _____

Work Area _____

Date _____ Grievance No. _____

Left Work Area _____ a.m.
_____ p.m.
Process Grievance

Attend Meeting With The Employer

Returned To _____ a.m.
Work Area _____ p.m.
Began _____
Ended _____

Attend Disciplinary Conference

a.m.
p.m.

Supervisor Or Manager

Associate

Complete In Duplicate: 1 Copy Associate
1 Copy Supervisor Or Department Head

**APPENDIX B
GRIEVANCE FORM**

Date _____ Grievance No. _____

Employee (Grievant) _____ Division _____

Grievance first discussed with _____ Date and Time _____

Nature of Grievance/Article and Section Violated _____

Statement of Facts (Give times, dates, who, what, when, where, and how) _____

Relief Requested _____

Grievant's Signature _____ Date _____

Received By _____ Date _____

Date of Meeting _____ Time _____ Place _____

Step One Answer (Immediate Supervisor) _____

Immediate Supervisor _____ Date _____

Answer is Accepted _____ Date _____

**APPENDIX B
GRIEVANCE FORM
(Continued)**

APPEAL TO STEP 2 (DIVISION COMMANDER)

Appealed by _____ Date _____

Received by _____ Date _____

Date of Meeting _____ Time _____ Place _____

Answer of Division Commander _____

Division Commander _____ Date _____

Answer is Accepted _____ Date _____

APPEAL TO STEP 3 (SHERIFF)

Appealed by _____ Date _____

Received by _____ Date _____

Date of Meeting _____ Time _____ Place _____

Answer of Sheriff _____

Sheriff _____ Date _____

Answer is Accepted _____ Date _____

APPEAL TO STEP 4 (ARBITRATION)

Appealed by _____ Date _____

Received by _____ Date _____

**APPENDIX C
INJURY LEAVE AGREEMENT**

The Lorain County Sheriff, the Employer, and _____, the employee, agree as follows:

Whereas, the employee has been injured during the course of his or her employment with the Lorain County Sheriff's Office and has filed a claim for Workers' Compensation, said injury having occurred on or about _____, and the claim being numbered _____, and

Whereas, the employee desires and/or did desire to be paid regular compensation by the Employer while the employee is and/or was disabled as the result of the aforesaid injury and also intends to file and/or has filed with the Industrial Commission of Ohio a claim for loss of wages during the employee's disability resulting from such injury;

Now therefore, it is agreed by the Employer and the employee as follows:

That if the Employer pays or has paid the employee's regular compensation during the period of the employee's disability aforesaid, such employee shall reimburse the Employer to the extent he or she is awarded Workers' Compensation for loss of wages when the same is received.

The Employer authorizes a copy of this agreement to be filed with the Industrial Commission of Ohio and it is hereby authorized to carry out the terms and provisions thereof.

Lorain County Sheriff

Employee

Date _____

**SIDE AGREEMENT
VACATION BONUS**

Bargaining unit employees who have twenty-one (21) or more years of service with the Employer shall be eligible for a vacation bonus as follows:

<u>Years Of Continuous Service</u>	<u>Number Of Bonus Days</u>
21	1
22	2
23	3
24	4
25+	5

Such vacation bonus shall be in addition to the vacation leave identified in Article 33 of the agreement and shall be credited to the employee on the day following the date of continuous employment in each of the years identified.

Vacation bonus shall be scheduled in accordance with Article 33, Sections 5 and 6.

**SIDE LETTER AGREEMENT
BODY ARMOR**

The Employer agrees to provide bullet resistant vests to all members of the bargaining unit whose duties necessitate the use of such vests. Such vests shall be replaced by the Employer when necessary due to ordinary wear and tear in normal use in the employee's work, and upon the replacement date recommended by the manufacturer. Any replacement of vests made necessary by negligence, carelessness, loss, or fault of the employee shall be such employee's expense.

**LETTER OF INTENT AND UNDERSTANDING
PREEMPTION OF STATUTORY RIGHTS**

Section 1. The parties enter into this Letter of Understanding for the purposes of explicitly demonstrating the intent of the parties to preempt statutory rights, as required by the Ohio Supreme Court in its decision of State ex rel. OAPSE v. Batavia Local School Dist. Bd. of Educ., 89 Ohio St. 3d 191 (2000). The parties agree that should the Ohio Supreme Court overrule the Batavia decision, this Letter of Understanding shall not be needed to indicate the intent of the parties and shall dissolve, with no impact on the agreement or the rights of the parties.

Section 2. In accordance with the provisions of Ohio Revised Code section 4117.10 (A), this agreement governs the wages, hours, and terms and conditions of employment to the extent provided herein. It is therefore the intent of the parties that the terms and conditions of this agreement specifically preempt and/or prevail over the statutory rights of public employees as set forth below:

<u>Contract Article</u>	<u>Statute/Regulation Preempted</u>
Article 7, Seniority	ORC 124.321 – 123.328
Article 8, Layoff and Recall	ORC 124.321 – 124.328
Article 9, Probationary Periods	ORC 124.27
Article 11, Job Vacancy	ORC 124.27 – 124.32
Article 16, Corrective Action	ORC 124.34
Article 18, Leave of Absence	ORC 124.382
Article 19, Disability Leave	ORC 124.385; OAC 123: 1-34-01
Article 24, Sick Leave	ORC 124.38; 124.382 – 124.39
Article 28, Holidays	ORC 325.19
Article 30, Hours of Work/Overtime	ORC 4111.03
Article 32, Court Leave	OAC 123: 1-34-03
Article 33, Vacation Leave	ORC 325.19, 9.44

**SIDE AGREEMENT
SCHEDULING**

The parties agree that they will meet at least once a year to discuss the operational needs of the Sheriff's Patrol Division, including staffing levels.

The parties recognize and agree that staffing levels are an inherent management right and that this Side Agreement shall not be construed as a waiver of the Sheriff's right to determine staffing levels.

**LETTER OF UNDERSTANDING
PHYSICAL ABILITIES TESTING**

Section 1. Employees who were members of the bargaining unit as of July 26, 2002, shall not be required to participate in the Physical Abilities Testing Program.

- A. Participation by those employees exempted from mandatory testing under this section shall be on a voluntary basis and no disciplinary measures shall be taken against any such employee for failing to pass on two (2) attempts.
- B. Any such employee shall not receive additional pay if he or she is unable to pass the physical abilities testing on his or her second attempt within the calendar year.
- C. Voluntary participation in the testing process shall take place on off-duty time.

Section 2. Should either party to the agreement have concerns with regard to the test being conducted or the passage requirements, the parties agree to address the issue in good faith in a labor management meeting. The parties agree that fifteen (15) seconds shall be added to the test time for a total passing time of seventy-five (75) seconds and further agree that the test shall remain the same for the duration of the agreement.

**LETTER OF UNDERSTANDING
PERSONAL HOLIDAYS**

The Sheriff will establish preferred staffing levels for the purpose of approval of personal days off based upon objective criteria. Once preferred staffing levels are established, personal days off shall be granted if staffing levels are met. The parties understand that some operational necessities may require staff levels be higher, but said instances shall be applied consistently in each unit (e.g., patrol, court, detective, etc.).

The parties agree to meet in Labor Management Committee for the purpose of determining the types of operations that would necessitate denial of personal days off for staff above the preferred staffing levels. The parties will further discuss the establishment of a consistent procedure for the request and approval/denial of days off so that consistency in application can be monitored.

**LETTER OF UNDERSTANDING
SHIFT PREFERENCE**

The Employer agrees to continue the existing practice with regard to the expression of an interest in a specific shift assignment as contained in the operational directive.

**LETTER OF UNDERSTANDING
SPOUSAL SURCHARGE**

In the event the Board of Commissioners determines that a spousal carve out /spousal surcharge is appropriate, such term/condition shall not be effective until on or after January 1, 2019. At the discretion of the Board of Commissioners, spousal coverage may be made available only upon proof that the employee's spouse does not have other medical insurance coverage available to him/her through the spouse's employer. Additionally, in lieu of imposing a spousal carve out, the Board of Commissioners may establish a spousal surcharge rate (applied in addition to the base contribution share for family coverage) that would allow for a spouse who would otherwise be ineligible for coverage based on having access to insurance through the spouse's employer to remain on the plan by paying the separate spousal surcharge, in addition to the base contribution share. The spousal surcharge is not subject to the premium cost sharing provisions of Article 25 and is paid entirely by the participating employee.