



**AGREEMENT BETWEEN THE
LORAIN COUNTY SHERIFF
AND THE
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION (OPBA)**

**Effective July 1, 2011
Through June 30, 2014**

Case #2010-MED-07-0898

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ARTICLE 1
PREAMBLE

This agreement, entered into by the Lorain County Sheriff, hereinafter referred to as the "Employer," and the Ohio Patrolmen's Benevolent Association (OPBA), hereinafter 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 relationship for the purpose of resolving differences.

ARTICLE 2
UNION RECOGNITION

Section 2.1. The Employer recognizes the Union as the sole and exclusive representative for the purpose of negotiating wages, hours, terms and other conditions of employment for those employees of the Employer in the bargaining unit. Wherever used in this agreement, the term "bargaining unit" shall be deemed to include those individuals employed full-time by the Employer in the classifications as set forth below:

Clerical Specialist
Corrections Officer
Maintenance Repair Worker 1
Maintenance Repair Worker 2
Technical Typist
Typist

Section 2.2. Notwithstanding the provisions of this article, management, confidential, professional, supervisory, part-time, temporary, seasonal, and employees in the unclassified service shall not be included in the bargaining unit.

Section 2.3. 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 2.4. Should a new classification be established which is not subjected to the exclusions outlined in Section 2 of this article, the Employer shall notify the Union. The parties may meet to discuss and attempt to reach agreement on the inclusion or exclusion of such position or classification within the bargaining unit. If the parties fail to reach agreement within thirty (30) days of such written request, either party may petition the State Employment Relations Board (SERB) for a unit clarification determination in accordance with Chapter 4117 ORC of the SERB rules and regulations. The determination of SERB shall be binding on both parties.

Section 2.5. Unless delineated specifically by clause, all provisions of this agreement apply equally to all classifications.

ARTICLE 3 **UNION REPRESENTATION**

Section 3.1. The Employer shall recognize five (5) employees selected by the Union to act as representatives and they shall be known as directors. The director may have an alternate director to act in his stead in the absence of the regular director.

Section 3.2. The Union shall notify the Employer, in writing, of the names of the directors before they will be recognized by the Employer. For the purpose 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 or as otherwise provided in Article 7;
- C. Attendance at meetings between the Union and the Employer where the director's attendance is requested by the member and/or Employer; and
- D. Any other business as deemed appropriate by mutual agreement of the parties.

Directors 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 department.

Section 3.3. Rules governing the activity of the Union director and alternate are as follows:

- A. The Union agrees that no official or director shall unnecessarily interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent specifically authorized by this agreement and the Employer;
- B. Directors shall not leave their assigned work area to conduct representational business until they have received authorization from their immediate supervisor or his designee;
- C. The directors shall cease representational activities immediately upon the request of a supervisor; and
- D. Directors found to be abusing the rules of this article may be subject to disciplinary action.

Section 3.4. Any changes made in the directors, alternate directors, or officers shall be furnished to the Employer before being recognized by the Employer.

Section 3.5. Before leaving the job to conduct Union activity, all Union representatives 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 4 **DUES CHECKOFF**

Section 4.1. Membership in the Union is available to all employees in the classifications as set forth in Article 2, Section 1.

Section 4.2. 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 Payroll Deduction Authorization Form along with a copy provided by 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 pay period following the pay period in which the authorization was received and dues are deducted by the Employer.

Payroll Deduction Authorization Form, Appendix B, shall be provided by the Employer through the Payroll Officer.

Section 4.3. 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 4.4. 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 this 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 4.5. 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 4.6. 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 sixty (60) 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 4.7. Deductions provided for in this article are subject to the approval of the County Auditor and 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 4.8. Each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this agreement, 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. A copy of the written revocation shall be forwarded to the Union. All dues deductions shall cancel upon the termination date of this agreement, unless the parties mutually agree to continue this agreement.

Section 4.9. The Employer agrees to remit a copy of all new Payroll Deduction Authorization Forms along with a warrant in the aggregate amount of the deduction to the Union.

ARTICLE 5

FAIR SHARE FEE

Section 5.1. Sixty (60) days following the date of hire, each employee who is not a member of the Union shall be required as a condition of employment to pay the Union a fair share fee pursuant to the provisions of Ohio Revised Code section 4117.09(C). Fair share fees shall be deducted and remitted during the same period as dues provided the employee has received sufficient wages during the applicable pay period to equal the deduction. The Employer's responsibility to deduct such fair share fees is contingent, however, upon the Union's fulfillment of all obligations imposed upon it by this article and its agency fee payer objection policy.

Section 5.2. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of this article regarding the deduction of fair share fees. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 5.3. The Employer will supply to the OPBA 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 OPBA.

Section 5.4. Any bargaining unit member who is a member of, and adheres to, established and traditional tenets and teaching of a bona fide religion or religious body, which has historically held a conscientious objection to joining or financially supporting an employee organization, and is exempt from taxation under the provisions of the Ohio Revised Code, shall not be required to join or financially support an employee organization as a condition of employment. The bargaining unit member shall submit proper proof of religious conviction to the State Employment Relations Board (SERB), and if the Board shall declare the employee exempt from becoming a member of or financially supportive of an employee organization, the employee shall be required, in lieu of the "fair share fee" to make payment to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, mutually agreed upon by the employee and

representative of the employee organization to which the employee would otherwise be required to pay a "fair share fee." The employee shall furnish to the employee organization written receipts evidencing such payment, and failure to make such payment or furnish such receipts shall subject the employee to the same sanctions as would non-payment of dues under the applicable collective bargaining agreement.

ARTICLE 6

MANAGEMENT RIGHTS

Section 6.1. The Union shall recognize the right and authority of the Sheriff to administer the business of the Lorain County Sheriff's Department 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 Department, to promulgate rules and regulations, and to otherwise exercise the prerogatives 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, lay off, 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, 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 6.2. The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this agreement or ensuing agreements shall remain the function of the Employer.

ARTICLE 7
EMPLOYEE RIGHTS

Section 7.1. All employees in the bargaining unit shall be entitled to the following rights:

- A. Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to a shift, unless operational necessities require otherwise. The sessions shall provide for rest periods and attendance to physical necessities.
- B. The employee's home address and photograph shall not be given to the press or news media without the employee's written consent. If any of the aforementioned are leaked to the media, it will not negate the Department's right to proceed with the matter at hand.
- C. Complaints against an employee, anonymous or otherwise, when designated by the Sheriff to be unfounded shall not be included in the personnel file of the employee and may not be used in any subsequent disciplinary proceeding.
- D. Whenever an employee is subjected to interrogation by any departmental personnel for reasons that could lead to disciplinary action, such employee shall be apprised of the nature of the investigation prior to the commencement of said questioning. The employee shall also be advised of the right to have a Union representative or a Union attorney present.
- E. In the event of a formal predisciplinary hearing, the employee shall have the right to the presence of a Union representative or a Union attorney. The Union representative or the Union attorney shall have the right of cross-examination of any witnesses proffering testimony against the employee.
- F. Before an employee may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, he/she shall be advised that such conduct may be the basis for disciplinary action.
- G. Any employee in the bargaining unit may be asked to submit to a polygraph examination or a voice stress analysis during an internal investigation, based upon reasonable cause to believe the employee committed the act being investigated. However, no employee will be disciplined or dismissed based solely on the results of the any such examination. Failure of an employee to submit to a polygraph examination or a voice stress analysis shall not be utilized as a reason for pursuing disciplinary action against an employee.
 - 1. Only an outside certified expert from an accredited polygraph school that would be recognized by the Ohio Association of Polygraph Examiners will be used to conduct polygraph examinations.
 - 2. The CVSA examiner must be a non-employee currently certified with an association recognized by NITV with a minimum of five (5) years of continuous and active certification.

- H. Whenever possible, complaints filed by a citizen shall be reduced to writing and signed by the claimant. A copy of such complaint shall be made available to the employee.
- I. In the event that the Employer determines it is necessary to record a disciplinary interview of an employee, the Employer will provide a copy of the tape upon the request of the employee.
- J. An employee who is to be questioned as a suspect in any investigation of any criminal charge against him shall be advised of his constitutional rights before any questioning begins. Internal questioning of the employee named in the criminal complaint, and any administrative charges against the employee, shall be delayed until after the trial stage of the criminal case, provided: (1) the employee involved declines to participate in the administrative investigation, and (2) the employee removes himself from duty without pay.

The Employer recognizes that criminal investigations of an employee should be and will be handled in the same manner as a criminal investigation that would involve any citizen.

ARTICLE 8

NO STRIKE/NO LOCKOUT

Section 8.1. 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, or 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 discharged, 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 9

SENIORITY

Section 9.1. "Departmental seniority" shall be the length of service in a permanent position or succession of positions within the employ of the department dating back to the last date of hire; "classification seniority" shall be the length of continuous service in a classification beginning with the last date of hire or transfer into said classification. Such seniority shall be applicable as defined in this agreement.

Section 9.2. Continuous service shall be interrupted only by the following:

1. separation because of resignation or acceptance of a position outside this bargaining unit;
2. discharge for just cause;
3. failure to return from leave of absence;
4. failure to respond to recall from layoff;
5. failure to return from disability leave;
6. employee retirement;
7. employee layoff in excess of a two (2) year period.

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.

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.

Section 9.3. "Seniority," for the purposes of vacation accrual, shall be computed on the basis of total uninterrupted length of continuous service with the Employer.

Section 9.4. Other governmental unit employees who transfer to the Sheriff's Department shall not transfer prior service credit or seniority. However, employees who had been credited with prior service credit prior to the execution of this agreement shall retain such prior service credit.

Section 9.5. Employees shall be entitled to exercise their classification seniority for the purposes of overtime, vacation scheduling, and layoff, in accordance with the specific terms and conditions of this agreement and the Employer's overtime scheduling procedures in Appendix E. In the event that it becomes necessary for the overtime scheduling procedures to be revised, the Employer shall meet with the Union to negotiate revisions.

Section 9.6. The Employer shall post a seniority list every twelve (12) months, on the departmental bulletin board, showing the continuous service (departmental seniority and classification 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.

ARTICLE 10

LAYOFF AND RECALL

Section 10.1. 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.

Section 10.2. 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 10.3. Bargaining unit employees shall have no displacement rights from one basic classification to another.

Section 10.4. 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 10.5. 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 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 10.6. All written notices required of the Employer or employee herein shall be by certified mail.

ARTICLE 11 **PROBATIONARY PERIODS**

Section 11.1. 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 11.2. 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) calendar year. A newly promoted employee who evidences unsatisfactory performance may be returned to his former position any time during his probationary period and shall have no appeal over such action.

Section 11.3. Probationary employees shall not be eligible to apply for a promotional opportunity until they have successfully completed their probationary period.

Section 11.4. Employees who are promoted to classifications which are not included in the bargaining unit may be allowed to return to their former bargaining unit classifications at any time during the probationary period. Such return shall be allowed whether the return is voluntary or involuntary.

ARTICLE 12
LATERAL ASSIGNMENTS AND TRANSFERS

Section 12.1. The Employer shall have the right to transfer and assign job duties based upon operational needs and for efficient and effective service as deemed appropriate by the Employer.

ARTICLE 13
JOB VACANCIES

Section 13.1. 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 five (5) full consecutive working 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 Department. Applications will be accepted from bargaining unit employees, non-bargaining unit employees, 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 five (5) 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 13.2. Whenever a vacancy occurs in accordance with Section 13.1 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 currently serve and have three (3) years work experience with the Employer 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-five percent (75%) or above on the Lorain County Sheriff's Department job-related examination;
2. Passing the Lorain County Sheriff's Department physical agility examination;

3. Related work experience
 - a. departmental
 - b. outside;
4. Related formal 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, in the opinion of the Employer, is best qualified to perform 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.

Section 13.3. If the vacancy is not filled in accordance with Sections 13.1 and 13.2 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. An 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 list available, the Employer shall request authorization to hire without such examination.

Section 13.4. 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 14

HEALTH AND SAFETY

Section 14.1. It is agreed that safety must be a prime concern and responsibility of all parties. Therefore, the Employer accepts its responsibility to provide safe working conditions, tools, equipment, and working methods for its employees. The employee(s) accepts the responsibility to follow all safety rules and safe working methods of the Employer.

Section 14.2. Employees are responsible for reporting unsafe conditions or practices; the Employer is responsible for correcting unsafe conditions or practices. Employees are responsible for properly using and caring for facilities, vehicles, equipment, tools, and supplies provided by the Employer, and the Employer is responsible for safe and proper care of the same. A specific reporting procedure shall be established for each work unit. The responsible supervisor or department head shall note all reports of safety complaints and forward copies to the designated Safety Officer. The Safety Officer will investigate any safety complaint or incident reported. If he believes that corrective action is

necessary, he shall make such recommendations concerning corrective action to the Employer. The recommendations of the Safety Officer are advisory only, and shall not bind the Employer or prevent the employee(s) from filing a safety complaint or grievance.

Section 14.3. When work place engineering and work practice controls fail to adequately protect employees from safety hazards or reduce health hazards to an acceptable level, the Employer shall provide personal protective equipment, except when OSHA specifically requires engineering and work practice controls. The equipment provided must meet the requirements of OSHA or agencies referred to by OSHA (e.g., ANSI, MSHA, NIOSH). Failure to utilize or wear safety equipment and/or personal protective equipment where it has been deemed necessary shall subject the offending employee to disciplinary action.

Section 14.4. Employee exposure records (Environmental Monitoring and Material Safety Data Sheets) and accident reports shall be made available to the employee who is the subject of the record, or to his designated representative. Employee medical records, including biological monitoring, shall be made available to the employee and to his designated representative upon tendering to the Employer a signed written consent form from the employee who is the subject of the record.

Section 14.5. It is the Employer's responsibility to administer and enforce compliance with Occupational Safety and Health Administration requirements for those employees who are covered under the Public Employee Risk Reduction Act.

Section 14.6. Should the employee or Union seek remedy before any other agency on a safety or health complaint involving an allegation of a violation of a safety standard, then any request for arbitration of a grievance on the complaint shall be held until the agency responds, should the employee have an appeal right under ORC 4167. If no response is received within sixty (60) days, the Union shall reserve the right to move the arbitration of the grievance forward.

Section 14.7. First aid kits shall be provided by the Employer at its facilities.

Section 14.8. The Employer shall provide clean, sanitary, ventilated, and supplied restrooms.

Section 14.9. The Employer shall maintain furnished areas designated as a lunchroom for employees only, with an adequate number of tables and chairs for employees.

Section 14.10. Emergency procedures shall be developed by the Safety Officer. These procedures will be reviewed with employees and posted for reference in prominent locations within the facilities.

Section 14.11. Procedures for responding to medical and physical emergencies and provisions for emergency physical safety of the employees and the protection of the surrounding areas will be appropriate issues for discussion in Labor/Management meetings.

Section 14.12. Nothing in this article shall be interpreted as extending coverage under ORC 4167 to employees in the Corrections Officer classification series.

ARTICLE 15
PRIOR RULES AND REGULATIONS

Section 15.1. 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 15.2. 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 15.3. 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 4 of the grievance procedure.

Section 15.4. All new and revised rules shall be circulated among all affected employees. It shall be the employee's responsibility to read and sign a statement that acknowledges the fact that the rule or regulation, policy or procedure will be read and understood. Refusal by an employee to sign said acknowledgement shall be grounds for disciplinary action.

ARTICLE 16
LABOR/MANAGEMENT MEETINGS

Section 16.1. 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 four (4) representatives of the Union to discuss pending problems and to promote a more harmonious labor/management relationship. Additional representatives may attend by mutual agreement.

Section 16.2. An agenda will be furnished at least five (5) working 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 with the Union proposed changes made by the Sheriff which effect wages, hours, terms and other conditions of employment of bargaining unit members;
- C. 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;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve efficiency;
- F. Consider and discuss employee health and safety and the concerns of individual employees as they relate to alleged discrimination in the workplace; and

- G. To consider recommendations for changes from the Union in Standard Operating Procedures, Rules and Regulations.

Section 16.3. 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 16.4. 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 16.1 of this article, on their off-duty time shall not be compensated; however, schedules may be adjusted as mutually agreed.

Section 16.5. Whenever it is anticipated that a labor/management meeting will be utilized as a negotiation session intended to alter and/or amend the collective bargaining agreement, the Union will be provided with advance notification so they may arrange to have their negotiating team in attendance.

ARTICLE 17

UNION BULLETIN BOARDS

Section 17.1. 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 17.2. 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 18
CORRECTIVE ACTION

Section 18.1. No employee shall be reduced in pay or position, suspended, discharged, or be subjected to disciplinary action except for just cause.

Section 18.2.

- A. Discipline will be applied in a corrective, progressive, and uniform manner in accordance with the Sheriff's policy.
- 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. Any employee subject to a suspension without pay may request to forfeit vacation and/or holiday time 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 18.3. 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 18.4. 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.

Section 18.5. Whenever the Employer determines that there may be cause for an employee to be disciplined (suspended, reduced, discharged), a predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. The predisciplinary conference procedures shall be established by the Employer. The affected employee may elect to have a representative of the Union present at any such predisciplinary conference. It shall be the responsibility of the affected employee to notify the Union of any predisciplinary conference and/or resulting disciplinary action.

Section 18.6. Employees who are suspended, reduced, or discharged by the Employer for just cause in accordance with this article may appeal such disciplinary action directly to Step 4 of the grievance procedure.

ARTICLE 19 **PERSONNEL FILES**

Section 19.1. There shall be one (1) personnel file for each employee. An employee shall be allowed to review his personnel file upon written request. Any employee may obtain copies of documents that are subject to disclosure, in accordance with the Ohio Revised Code.

Section 19.2. If, upon examining his personnel file, a bargaining unit member believes that there are inaccuracies in documents contained therein, he may write a memorandum to the Employer explaining the alleged inaccuracy. After the Employer has dated and initialed the memorandum for the sole purpose of acknowledging receipt, the memorandum shall be placed in the personnel file and attached to the documents containing the alleged inaccuracy. The acknowledgement signature by the Employer does not indicate concurrence or disagreement with the employee's memorandum.

Section 19.3. Any disciplinary action for a minor offense shall cease to have force and effect and shall not be considered after two (2) years from the date of discipline.

Section 19.4. Any disciplinary action for a major offense shall cease to have force and effect and shall not be considered after four (4) years from the date of discipline.

ARTICLE 20 **GRIEVANCE PROCEDURE**

Section 20.1. The grievance procedure is a formal mechanism intended to assure that employee grievances arising under this agreement are given a forum for relief. The parties are encouraged to resolve any disagreements regarding the interpretation or application of this agreement prior to resorting to the grievance procedure set forth in this article. All grievance discussions shall be conducted in a professional manner, free of threats or intimidation. Punitive action shall not be taken against any bargaining unit employee for submitting the grievance in good faith.

Section 20.2. The term "grievance" shall mean an allegation by a bargaining unit employee, group of employees, the Union, or the Employer that there has been a breach, misinterpretation, or improper application of this agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this agreement, nor those matters not otherwise covered by, superseded by, or in conflict with this agreement which are controlled by resolutions of the Lorain County Board of Commissioners, or by the provisions of federal and/or state laws and/or by the United States or Ohio Constitutions.

Section 20.3. A grievance under this procedure may be brought by any bargaining unit employee. Where a group of bargaining unit employees desires to file a grievance involving a situation affecting several employees in the same manner, the director will process the grievance as a "class action" grievance. It shall not be necessary to have each affected employee sign the grievance nor require each affected employee to file a separate grievance.

Section 20.4. All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. Grievances which concern suspensions or removal from employment may be introduced at Step 4 of the grievance procedure.

Section 20.5. Any employee(s) may withdraw a grievance at any point by submitting in writing a statement to that affect, or by permitting the time requirements at any step to elapse without further appeal. Any grievance which is not appealed 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. All time limits on grievances may be extended upon mutual consent of the parties. Such extensions shall be reduced to writing and signed by both parties.

Section 20.6. The written grievance shall be submitted on the grievance forms attached as Appendix C, and shall contain the following information:

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

The Union shall have the responsibility for duplication, distribution and their own accounting of the grievance forms.

Section 20.7. Each grievance shall be processed in the following manner:

Step 1. Shift Sergeant (Immediate Supervisor)

Within seven (7) working days after the aggrieved person knew or reasonably should have known of the act, event, or condition on which a grievance is based the aggrieved person shall first bring that complaint verbally to the attention of the employee's shift sergeant, or in the case of non-corrections personnel, the employee's immediate supervisor. The shift sergeant/immediate supervisor shall discuss the grievance with the employee and within five (5) working days of their discussion respond in writing to the employee with an answer, and a written acknowledgment (Appendix C) that this step has taken place. If the employee is not satisfied with the response given by the shift

sergeant/immediate supervisor, the employee may within five (5) working days reduce the grievance to writing and submit the grievance at Step 2 with the employee's Lieutenant.

Step 2. Lieutenant

Within five (5) working days of his receipt of the written grievance, the Lieutenant may schedule and hold a meeting with the aggrieved person, and if the person elects, his director, to discuss the grievance and attempt to resolve it. Within three (3) working days after the meeting, the Lieutenant shall provide the aggrieved person and the Union with a written response to the grievance. In the event that no meeting is held, the Employer will provide a written response within five (5) working days of the date of receipt of the grievance. Those non-corrections employees whose immediate supervisor is the Lieutenant may elect to by-pass Step 1 and file a written grievance with the Lieutenant pursuant to the time line set forth in Step 1, e.g., within seven (7) working days after the aggrieved person knew or reasonably should have known of the act, event, or condition on which a grievance is based.

Step 3. Director of Corrections/Division Commander

If the grievance is not resolved at Step 2, the grievant may within five (5) working days after receiving the Step 2 reply refer the grievance in writing to the Director of Corrections/Division Commander. The Director or Commander shall have five (5) working days in which to schedule and/or hold a meeting with the grievant and his representative and respond in writing within five (5) working days of the meeting.

Step 4. Sheriff

If the grievance is not resolved in Step 3, the grievant may within five (5) working days after receiving the Step 3 reply refer in writing the grievance to the Sheriff. The Sheriff or his designee shall have five (5) working days in which to schedule and hold a meeting with the grievant and his representative, and respond in writing to the grievant and the Union within five (5) working days of the meeting.

Step 5. Arbitration

If the grievance is not satisfactorily resolved at Step 4, it may be submitted to arbitration upon written 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 fifteen (15) working days from the date final action was taken or required to be taken on such grievance under Step 4 in the grievance procedure, and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the Employer.

- A. No later than sixty (60) days after notifying the Employer of its intent to arbitrate, the Union shall request the Federal Mediation and Conciliation Service (FMCS) to submit a list of fifteen (15) impartial persons qualified to act as arbitrator in accordance with its then applicable rules and regulations. The Union shall request that all members of the panel be

members of the National Academy of Arbitrators whose principle place of business is in the State of Ohio. Upon receipt of the list from FMCS, the parties shall strike names alternately, with the party requesting arbitration striking first, until one (1) name remains. That person shall be the agreed upon arbitrator.

Either party may request a second panel of fifteen (15) names. The party requesting the second panel may request the second panel from either FMCS or the American Arbitration Association (AAA). The party requesting the list from AAA shall request "list only" service and shall pay the fee for the AAA request. If a list is requested from AAA, the arbitrator shall be selected using the alternative strike method, and the jurisdiction of AAA shall be limited to the selection and appointment of an arbitrator.

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 in 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 power, duties or responsibilities of the Sheriff under its rule making 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.
- B. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds 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.

- C. The decision of the arbitrator resulting from an arbitration of grievances hereunder shall be in writing and the parties shall request that it be issued within thirty (30) days of the close of the hearing and sent to the Employer, the spokesperson, and the grievant. The decision of the arbitrator shall be final and binding upon both parties.
- D. 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 the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcript. 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 20.8. Any employee may choose one (1) other employee to accompany him/her in Step 1 through 4 of the grievance procedure. Such employee may be the Union Director. When an employee covered by this agreement represents himself in a grievance, the Employer shall advise the Union of its disposition. No settlement shall be in conflict with any provisions of this agreement.

Section 20.9. For the purpose of this article, the term “working days” shall mean Monday through Friday excluding holidays.

Section 20.10. The grievance procedure set forth herein shall be the sole and exclusive method of appealing and settling disputes between the Employer and the bargaining unit employees and the Union.

ARTICLE 21

LEAVE OF ABSENCE

Section 21.1. 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, including child care, adoption and paternity purposes. Such leave may not be renewed or extended beyond six (6) months. Employees shall use up accumulated vacation and/or compensatory time prior to requesting a personal leave of absence. The granting of any leave of absence without pay is subject to approval by the Employer. A requesting employee shall submit such request at least thirty (30) days in advance of the requested leave, unless emergency conditions make such advance notification impossible. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position. Any replacement in the position while an employee is on leave will be on an interim basis, not to exceed six (6) months, and will be relieved of such interim duties upon the reinstatement of the employee from leave.

Section 21.2. An employee shall be entitled to a leave of absence without pay for maternity purposes by submitting such request in writing to the Employer. The requested leave of absence must be accompanied by a signed physician's statement. The leave of absence will end on the date on which the physician releases the employee as medically able to return to work, or six (6) months after the start of such leave, if such time is granted by the Employer.

Should the employee's unpaid leave of absence for maternity purposes exceed six (6) months, the employee shall be placed on a disability leave in accordance with the provisions set forth in this agreement.

The employee may request that any or all accrued sick leave, vacation and/or compensatory time be used during the period prior to or after delivery that is covered by the physician's statement. An employee may request a personal leave of absence for purposes of child care following childbirth, but such leave shall be combined with the leave of absence for maternity purposes and limited to a maximum of six (6) months total.

Section 21.3. If it is found that leave is not actually being used for the purposes 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 he so requests in writing and the request is approved by the Employer. Failure to return to duty within five (5) days of the expiration or notification of cancellation of a leave of absence shall be just cause for removal.

Section 21.4. 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.

ARTICLE 22 **DISABILITY LEAVE**

Section 22.1. When an employee becomes physically or mentally unable to perform the duties of his or her position, but is still able to perform the essential functions of another vacant classification, he may voluntarily request a lateral 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 lateral transfer or reduction requests shall be at the sole discretion of the Employer, based upon operational needs and requirements, and the requesting employee's ability to perform the essential functions of the position. Such transfers shall not be permissible if they have the effect of displacing a bargaining unit member.

Section 22.2. A physically or mentally incapacitated employee, who has exhausted his accumulated sick leave and for whom voluntary reduction is not practicable, may request up to six (6) months of personal leave (leave without pay) only if he can present evidence as to the probable date on which he will be able to return to and perform the essential functions of the same or similar position within a six (6) month period. Such request should be submitted in writing to the Employer with a copy of a physician's statement attached.

Section 22.3. Disability Separation. A disability separation may be granted when an employee has exhausted his accumulated sick leave, and authorized vacation, bonus time and/or compensatory time, and any leave of absence 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. 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. Should the employee returning from disability separation be reinstated to another position, the temporary appointment will be made permanent.

Section 22.4. Reinstatement. An employee given a disability separation shall have the right to reinstate 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, except that where a PERS disability pension has been granted, the right of reinstatement shall be in accordance with Ohio law. An employee must make written application to the Employer for reinstatement containing the results of the medical examination. 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 should any question remain as to the employee's ability to return to work. 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 essential functions 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 or formally resign within the three (3) years, shall be separated from service upon the expiration of the three (3) year period. Where a PERS disability pension has been granted, reinstatement rights shall continue for five (5) years in accordance with Ohio law.

ARTICLE 23

FAMILY & MEDICAL LEAVE

Section 23.1. Family and medical leave will be granted to an employee who has been employed for at least twelve (12) months by the Employer and who has provided at least one thousand two hundred fifty (1,250) hours of work during the previous twelve (12) months. The leave will be granted for a period of up to twelve (12) weeks per year in accordance with the Employer's policy.

Section 23.2. An employee who exhausts the family and medical leave may apply for disability leave pursuant to the provisions contained in Article 22 of this agreement.

ARTICLE 24

MILITARY LEAVE

Section 24.1. All employees of the County who are members of the Ohio National Guard, the Ohio Defense Corps, the Naval 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 in the military service on field training or active duty, for periods not to exceed a total of one (1) month in any one calendar year. For the purpose of this article, "month" shall mean twenty-two (22), eight (8) hour work days.

Section 24.2. 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 24.3. Employees called or ordered to the uniformed services, as a result of an executive order issued by the President of the United States or an Act of Congress, 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 24.4. The employee shall be responsible for notifying the Employer upon notification to report for military duty. It is also the employee's responsibility to notify the Employer of the beginning/ending dates of his/her military service and military rate of pay.

Section 24.5. 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 24.6. 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 24.7. 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 24.8. 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 24.9. Employees who are members of the Ohio National Guard will be granted emergency leave for mob, riot, flood, civil defense or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. The leave will cover the official period of the emergency.

Section 24.10. 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, or any other period required by law. The following procedures apply:

- A. Reinstatement must be accomplished within thirty (30) days after application is received by the appointing authority.
- B. A photostatic copy of the discharge or certificate of service must accompany all requests for reinstatement or reappointment.
- C. The veteran must be physically qualified to perform the essential functions 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).
 4. Any changes in classification or pay range which would have accrued to the position if the employee had been on the job.

ARTICLE 25
UNION LEAVE

Section 25.1. The Employer agrees that officers of the bargaining unit shall be granted leave to attend annual conventions of the Union, seminars, or other authorized Union activities.

Not more than two (2) Union officers shall be granted such leave at any one time. Requests for leave shall be submitted at least three (3) 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 forty (40) hours per contract year.

Section 25.2. Any Union officer scheduled to be on duty during the time of the Union's monthly membership meeting may attend the monthly meeting without pay if his attendance does not interfere with the operational needs of the Department. The employee must have advance approval of his immediate supervisor to attend said meeting and is subject to immediate recall if operational needs require it during said meeting.

ARTICLE 26
SEVERABILITY

Section 26.1. 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 26.2. 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 27
WAIVER IN CASE OF EMERGENCY

Section 27.1. 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, 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 or the 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 27.2. 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 28
SICK LEAVE

Section 28.1. The parties agree that sick leave is a benefit and the usage of sick leave is not an entitlement. Regular and predictable attendance is an essential function of all employees. The parties agree to the application of the policy and procedure for Abuse of Sick Leave/Absence Abuse (see Appendix F).

Section 28.2.

- 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 approved sick leave, but not during a leave of absence, lay-off 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 unpaid absence, suspension, unexcused tardiness, or absence without leave (AWOL). (Any absence that qualifies as Family Medical leave is not an incident of lost time.) 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 2002 may be carried over to 2003. The maximum amount of bonus time which may be converted to cash in any one year shall be nine (9) days. Any employee who has an active disciplinary action at the level of a suspension or above for sick leave abuse may not convert his bonus time to sick leave time.

Section 28.3. Crediting of Sick Leave. Sick leave credit shall be earned at the rate of 2.46 hours for each eighty (80) hours of service in active pay status, including paid vacation and approved sick leave, but not during a leave of absence or layoff. Unused sick leave shall accumulate without limit.

Section 28.4. 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 28.5. 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 21 and 22 of this agreement.
- B. An employee may petition fellow bargaining unit employees to donate sick leave in eight (8) hour increments. Such situations shall be limited to catastrophic illness and/or injury, and will only be allowable when the disabled employee has exhausted all available paid leaves.

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.

All such donated time shall be deducted from the donating employee's sick leave balance immediately upon authorization by the employee. Time donated to the disabled party shall not be repaid to the employee donor by the disabled party or the Employer.

Section 28.6. 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: the employee's grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, a legal guardian or other person who stands in place of a parent (loco parentis).
- C. An employee who is injured at work and is sent by the Employer for immediate medical treatment or examination shall not be required to use sick leave and shall be paid his regular wages for that portion of the employee's shift that the employee is unable to complete. Verification of the treatment or examination by the examining licensed medical practitioner may be required by the Employer.

Section 28.7. Evidence Required for Sick Leave Usage. In order to request the payment of sick leave, employees are required to complete and sign a Request for Leave Form, supplied by the Employer. 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. Upon approval of the Employer, payment of sick leave benefits will be made. If approval is denied by the Employer, the employee shall be notified as to the reason for the denial. If medical attention is required, the licensed medical practitioner must complete and sign the physician's statement portion of the Request for Leave form in order to notify the Employer that the employee was unable to perform his duties. Employees failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud may result in disciplinary action up to and including dismissal. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action, including dismissal.

Section 28.8. Notification by Employee. When an employee is unable to report to work, he/she shall make every effort to notify his/her immediate supervisor, or other designated person, no later than two (2) hours before the time he/she is scheduled to report to work on each day of absence. Employees shall be required to provide no less than one (1) hour of notice unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with his/her immediate supervisor.

Section 28.9. 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 essential functions. 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 28.10. 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 essential functions 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 28.11. Sick Leave Conversion.

A. Upon formal retirement under the Public Employees Retirement System (PERS) or death, bargaining unit employees hired prior to January 1, 2008, 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>
20 - 25	50%	960 hours
26 or more	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 January 1, 2008, that could receive greater benefits pursuant to Section 28.11 B below, may elect to receive those benefits.

B. A bargaining unit employee hired on or after January 1, 2008, 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 29
HEALTH CARE BENEFITS

Section 29.1. The Employer will provide health care benefits under the Lorain County Health Care Plan, except as provided for in Section 3 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 29.2. The Employer 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 29.3. 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 29.4. Effective January 1, 2009, the employee will be required to contribute, through payroll deduction, an amount not to exceed ten percent (10%) of the premium cost per month for family or single coverage.

Section 29.5. 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 4 of the grievance procedure.

ARTICLE 30 **BEREAVEMENT LEAVE**

Section 30.1. 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 30.2. For purposes of this article, immediate family shall be defined as parent, sister, brother, spouse, child, stepchild, father-in-law, mother-in-law, and grandparents.

Section 30.3. 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 other relatives not identified in Section 2 of this article but included in Article 28, Section 6 (B).

ARTICLE 31 **LIABILITY**

Section 31.1. 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 31.2. 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 31.3. 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 31.4. 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 32
HOLIDAYS

Section 32.1.

- A. Employees NOT ASSIGNED TO THE CIVIL DIVISION of the Lorain County Sheriff's Department 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	as observed
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 Division of the Lorain County Sheriff's Department shall be entitled to the following thirteen (13) 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
Veterans' Day	11th day of November
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve Day	24 th day of December
Christmas Day	25th day of December
New Year's Eve Day	31 st day of December

Section 32.2. Bargaining unit employees assigned to the Civil Division shall observe the holidays on the same days that the Lorain County Courts observe the holidays. All other employees shall observe the holidays on the dates on which they fall.

Section 32.3. In addition to the above mentioned holidays, each employee in the bargaining unit who is not assigned to the Civil Division shall be entitled to three (3) personal holidays as additional days off with pay. The three (3) personal holidays shall be credited to non-probationary employees at the beginning of each calendar 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 day off will be based upon the operational needs of the Department. 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.

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 assigned to the Civil Division will have Columbus Day, Christmas Eve Day, and New Year's Eve Day off in lieu of the above-mentioned personal holidays.

Employees who fail to schedule personal days off in accordance with this article shall forfeit said personal holidays for that year. No personal holidays shall carry over into the next year except as provided for probationary employees.

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 32.4. 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 32.5. 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 32.6. 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.

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 32.7. 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 any employee the holiday off in order to meet its determined staffing levels.

ARTICLE 33 **LONGEVITY**

Section 33.1. 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 33.2. Said payments shall be subject to all applicable deductions as required by law and shall be payable no later than July 30 of each year. The checks shall be separate from any other payment made by the Employer. Exception: the longevity payment will be made by the Employer, regardless of the time of the year, upon receiving the employee's formal written application for retirement.

Section 33.3. 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.

ARTICLE 34 **HOURS OF WORK AND OVERTIME**

Section 34.1. The scheduled work week for full-time employees shall normally consist of forty (40) hours per week, and the scheduled work day shall normally consist of eight (8) hours per day, exclusive of the time allotted for meal periods. The work period for employees in the Corrections Officer classification shall consist of fourteen (14) consecutive calendar days. The work period for other bargaining unit employees shall begin at 12:01 a.m. on each Sunday and continue for seven (7) consecutive calendar days ending at 12:00 midnight on the following Saturday.

Section 34.2. When an employee in the Corrections Officer classification is required to work in excess of eighty (80) hours in a fourteen (14) day period, he shall be paid overtime pay for such time worked over eighty (80) hours at the rate of one and one-half (1 1/2) times his regular hourly rate of pay. When a full-time employee in other bargaining unit classifications is required to work in excess of forty (40) hours during the seven (7) day work period, he shall be paid overtime for such time worked over forty (40) hours at the rate of one and one-half (1 1/2) times his regular hourly rate of pay. No employee shall be compensated for time fifteen (15) minutes prior to or after their regular eight (8) hour shift. Any time worked past fifteen (15) minutes shall be compensated at time and one-half (1 1/2) their regular base rate of pay from the end of their regularly scheduled shift in increments of tenths of an hour.

Section 34.3. 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 for corrections officer classification or forty (40) hours maximum for other bargaining unit classifications. However, such adjustment shall not cause any corrections officer 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 work week during the fourteen (14) day work period, unless the employee agrees to such an adjustment. Further, such adjustment shall not cause any other bargaining unit employee to be scheduled to work less than forty (40) hours per scheduled work week, unless the employee agrees to such an adjustment.

Section 34.4. Employees shall receive overtime pay at the rate of one and one-half (1 1/2) times the base rate of pay when called in from off-duty status for departmental business, court appearances, emergencies, special events, and required schooling, in a minimum amount of two (2) hours. Any amount of time in excess of two (2) hours shall be paid to the nearest tenth (1/10) of an hour.

Section 34.5. Whenever an employee is temporarily assigned to act in the capacity of a Shift Supervisor (OIC) for a period of two (2) hours or more, said employee shall be compensated at the probationary supervisory rate of pay for any hours worked in such assignment. Such temporary assignment shall be based upon operational needs, as determined by the Employer. Selection for these temporary assignments shall be rotated among employees who have completed three (3) years as a Corrections Officer and who have indicated in writing their willingness to accept such assignments. An employee refusing a temporary assignment as shift supervisor shall not be subject to discipline on account of such refusal.

Section 34.6. 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 Department.

Section 34.7. Time not worked in violation of the Department's Habitual Absenteeism and Tardiness Policy will be deducted from the computed work time for overtime compensation. (Example: Tardiness, AWOL, pattern of use, etc.)

Section 34.8. Bargaining unit employees may accumulate a maximum of forty (40) hours of compensatory time in lieu of receiving payment for hours worked in excess of eighty (80) in the fourteen (14) day work period. Said compensatory time shall not exceed forty (40) hours at any given time and shall not be credited to an employee until the fourteen (14) day period has been completed. The use of such 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.

ARTICLE 35 **UNIFORMS**

Section 35.1. Newly hired employees shall be provided with required uniforms and equipment as determined and approved by the Sheriff.

Section 35.2. Non-probationary employees shall be provided with an annual uniform allowance account as follows:

Classification	
Corrections Officer	\$900.00
Clerical Specialist	\$900.00
Typist	\$900.00
Maintenance Repair Worker	\$900.00

Payment for such uniform allowance shall be made to each employee no later than May 1 of each year. In order to be eligible, an employee must have completed the probationary period no later than April 15 of that particular year. Employees who are not in an active pay status as of April 15 shall receive their uniform allowance should they return to an active pay status.

Section 35.3. 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 department.

ARTICLE 36
COURT LEAVE

Section 36.1. 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 36.2. 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 36.3. 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 37
VACATION LEAVE

Section 37.1. 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 37.2. 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 37.3. 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 37.4. 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 37.5. 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 37.6. An employee wishing to change his/her scheduled vacation shall give the Employer two weeks advance notice. All changes in the February 1 schedule 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 37.7. 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 37.8. Employees shall forfeit their right to take or to be paid for any vacation leave to their 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 37.9. Days specified as holidays in Article 32 herein shall not be charged to an employee's vacation leave.

Section 37.10. 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 37.11. 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 37.12. 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 to his estate.

ARTICLE 38 **MEAL PERIODS**

Section 38.1. Each employee of the Employer shall be entitled during their normal work shift to a thirty (30) minute meal period.

Section 38.2. It is understood and agreed that because of the nature of the work of the Lorain County Sheriff's department, employees may be required during emergency situations which require immediate response to have their meal periods interrupted.

ARTICLE 39 **OCCUPATIONAL INJURY LEAVE**

Section 39.1. 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 performing the essential functions of his position may request to be placed on Occupational Injury Leave (OIL) as provided in this article.

- A. OIL consists of wage continuation and the injured employee must apply for Workers' Compensation lost wage benefits (Temporary Total Disability).
- B. OIL will generally not be available for injuries which occur while coming to or from work.
- C. OIL is not available for injuries which occur while in the employ of another person or entity.

Section 39.2. 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 39.3. The Employer may, in its discretion, extend 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 39.4. 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 D)
 - 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 39.5. 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 39.4 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 39.6. 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 39.7. 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 39.8. 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, at the Employer's expense, to a third, neutral doctor whose decision regarding the employee's condition will be final.

Section 39.9. 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. In the case of a conflict, a third opinion as provided in section 39.8 may be sought.
- 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.

- 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 40
WAGES

Section 40.1. Corrections Officers. For the duration of this agreement, the hourly base rates of pay shall be as follows:

<u>Hourly Rates</u>	
Probationary	16.41
After 1 Full Year	18.73
After 2 Full Years	21.04
After 3 Full Years	24.54

Section 40.2. Correction Officers who have completed either their probationary period, one (1) full year, two (2) full years, or three (3) full years shall advance to the scheduled higher rate at the beginning of the first full pay period after their anniversary date.

Section 40.3. Support Staff.

For the duration of this agreement, the hourly base rates of pay shall be as follows:

Typist/Clerical Specialist/Maintenance Repair Worker 1

<u>Hourly Rates</u>	
Probationary	13.10
After 1 Full Year	14.00
After 2 Full Years	14.55
After 3 Full Years	14.85

Maintenance Repair Worker 2

<u>Hourly Rates</u>	
Probationary	15.80
After 1 Full Year	16.81
After 2 Full Years	17.23
After 3 Full Years	17.70

Section 40.3. Employees who have completed either their probationary period, one (1) full year, two (2) full years, or three (3) full years shall advance to the scheduled higher rate at the beginning of the first full pay period after their anniversary date.

Section 40.4. If the Lorain County Board of Commissioners approves an hourly rate increase or Lump Sum payment to a bargaining unit for which the Board of Commissioners is the appointing authority, the Employer agrees, upon the request of the Union, to meet and discuss such matter. After such meeting, the Union may, if it believes such is appropriate, request that the Employer reopen negotiations on the wage issue only.

ARTICLE 41 **LIFE INSURANCE**

Section 41.1. The Employer agrees to continue to provide each employee with a term life insurance policy in the amount of fifty thousand dollars (\$50,000).

ARTICLE 42 **SUBSTANCE ABUSE TESTING**

Section 42.1. 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 or Captain 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, and for which the employer arranges transportation to said licensed practitioner.
- B. Whenever a drug test is ordered based upon reasonable suspicion, the basis for the reasonable suspicion shall be articulated in writing prior to the reporting of the test results.

Section 42.2. The term “drug” includes cannabis as well as other controlled substances as defined in the Ohio Revised Code. The term “illegal use of drugs” includes the use of cannabis or any controlled substance that has not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed drug.

The only substances to be tested for, and the threshold substance levels that shall be considered a positive test result, are as follows:

<u>Test</u>	<u>Initial Screening Cutoff</u>	<u>Confirmation Level Cutoff</u>
Amphetamines	1000 NG/ML	500 NG/ML
Barbiturates	300 NG/ML	300 NG/ML
Benzodiazepines	300 NG/ML	300 NG/ML
Cocaine Metabolite	300 NG/ML	150 NG/ML
Marijuana Metabolite	50 NG/ML	15 NG/ML
Methadone	300 NG/ML	300 NG/ML
Opiates	2000 NG/ML	2000 NG/ML
Phencyclidine	25 NG/ML	25 NG/ML
Propoxyphene	300 NG/ML	300 NG/ML

Section 42.3. All drug tests shall be conducted by laboratories certified by a Department of Health & Human Services (DHHS) recognized certification program. The laboratory selected by the Employer to conduct the analysis must be experienced and capable of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urinalysis testing. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody and control and split sample collection and testing (the sample must be divided into at least three containers.)

Section 42.4. Urine Specimen Collection

- A. Specimen collection will occur in a medical setting and the procedures should not demean, embarrass, or cause physical discomfort to the employee. A professional medical interview with the employee prior to the test will serve to establish use of drugs currently taken under medical supervision.
- B. The employee designated to give a sample must be positively identified prior to any sample being taken.
- C. Specimen samples shall be sealed, labeled and checked against the identity of the employee to ensure the results match the testee. Samples shall be stored in a secured and refrigerated atmosphere until tested or delivered to the testing lab representative.
- D. Each step in the collecting and processing of the urine sample shall be documented to establish procedural integrity and the chain of evidence.

Section 42.5. Testing Procedures

- A. The testing or processing phase shall consist of a two-step procedure. The urine sample is first tested using a screening procedure. A specimen testing positive will undergo an additional confirmatory test. An initial positive report will not be considered positive; rather it will be classified as confirmation pending.
- B. All specimens identified as positive on the initial drug test (screen) shall be confirmed through the use of the gas chromatography/mass spectrometry method of detection, or any

other method that is professionally recognized as being as or more accurate than the gas chromatography/mass spectrometry method.

- C. Any sample that has been adulterated or is shown to be a substance other than urine shall be reported as such.
- D. 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), or a substance other than urine.
- E. All unconfirmed positive test records shall be destroyed by the laboratory. Where a positive report is received, urine specimens shall be maintained under secured storage for a period of not less than one (1) year, unless the employee and the Employer agree in writing to the destruction of the urine specimen.

Section 42.6. 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 42.7. Employees who as a result of being ordered to be drug tested are found to be abusing drugs may be subject to dismissal. Refusal to cooperate with the drug testing procedure, adulteration of, or switching a urine sample may also be grounds for dismissal.

Section 42.8. 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 and is capable of performing the essential functions of his position, 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 42.9. 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 42.10. 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 42.11. 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 43 **RESIDENCY**

Section 43.1. Within one hundred eighty (180) days of being hired by the Employer, newly-hired employees must establish and maintain their primary residence within Lorain County or any county contiguous to Lorain County. Existing employees who as of the effective date of this Agreement maintain their primary residence outside the required area shall not be required to move.

Section 43.2. An employee shall not satisfy this residency requirement by maintaining an apartment or other "residence" within the required area if that person primarily occupies a different residence outside the above required area. Residency shall be defined as the place of abode where an individual sleeps at least four (4) nights per week and maintains his/her voter registration.

Section 43.3. Extensions of time to comply with the residency requirement may be granted at the sole discretion of the Sheriff for good reason shown. A written request for an extension, stating the reason(s) for non-compliance, the expected date of compliance and the steps the employee is taking or will take to comply, must be submitted at least thirty (30) days prior to the end of the six (6) month deadline to be considered.

ARTICLE 44 **NON-DISCRIMINATION**

Section 44.1. The provisions of this agreement shall be applied equally to all bargaining unit employees without discrimination as to age, sex, marital status, race, ancestry, color, military status, genetic history, national origin, handicap, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the agreement.

Section 44.2. The Employer and the Ohio Patrolmen's Benevolent Association agree not to interfere with the desire of any person to become or remain a member of the Ohio Patrolmen's Benevolent Association.

ARTICLE 45 **DURATION OF AGREEMENT**

Section 45.1.

- A. This agreement shall be effective July 1, 2011, and shall remain in full force and effect until June 30, 2014.
- 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 sixty (60) calendar days prior to the expiration date, of this agreement. Such notice shall be by mail. 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 15 and 16 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 1st day of AUGUST 2011.

FOR THE LORAIN COUNTY SHERIFF



Phil Stammitti, Sheriff



James Drozdowski, Captain



Consultant

FOR THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION (OPBA)



Kevin Powers



Anthony Coonrod



Pam Gates



Brenda Meador



Michael Mettler

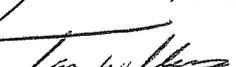
LORAIN COUNTY COMMISSIONERS



Ted Kalo, Commissioner

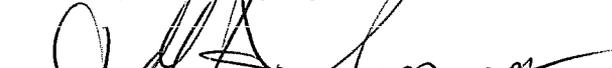


Lori Kokoski, Commissioner



Tom Williams, Commissioner

APPROVED AS TO FORM



Gerald Innes, Lorain County Prosecutor's Office

APPENDIX B
AUTHORIZATION FOR UNION DUES DEDUCTION

APPENDIX C
OPBA GRIEVANCE FORM

STEP 1 OF GRIEVANCE ACKNOWLEDGEMENT

My signature on this form acknowledges that I did participate in Step 1 of the grievance procedure on _____ (date). At this time, we did discuss the following matter:

Signature of Grievant

Signature of Sergeant/Immediate Supervisor

Answer of Supervisor: _____

Supervisor

Date

APPENDIX C
OPBA GRIEVANCE FORM

STEP 2 OF GRIEVANCE

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 Two Answer (Lieutenant) _____

Lieutenant _____ Date _____

Answer is Accepted _____ Date _____

APPENDIX C
GRIEVANCE FORM
(Continued)

APPEAL TO STEP 3 (DIVISION COMMANDER)

Appealed by _____ Date _____

Received by _____ Date _____

Date of Meeting _____ Time _____ Place _____

Answer of Director of Corrections/Division Commander:

Director of Corrections/Division Commander Date _____

Answer is Accepted _____ Date _____

APPENDIX C
GRIEVANCE FORM
(Continued)

APPEAL TO STEP 4 (SHERIFF)

Appealed by _____ Date _____

Received by _____ Date _____

Date of Meeting _____ Time _____ Place _____

Answer of Sheriff _____

Sheriff _____ Date _____

Answer is Accepted _____ Date _____

APPEAL TO STEP 5 (ARBITRATION)

Appealed by _____ Date _____

Received by _____ Date _____

APPENDIX D
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 Department 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

APPENDIX E
OVERTIME SCHEDULING PROCEDURE

SUPERVISION RESPONSIBILITIES AND DUTIES

ADMINISTRATIVE DUTIES FOR SUPERVISORS

PROCEDURE A - SCHEDULING AUTHORITY/RESPONSIBILITY

OVERTIME SYSTEMS - The Sheriff's department identifies four (4) categories of overtime (Advanced, Priority, Mandatory and Emergency). The categories are defined in parts (A), (B), (C), and (D) of this procedure.

Administrative Division maintains departmental records of said overtime with computation cards (3 X 5). All segments of overtime worked must be documented with the Administrative Division. Employees are required to complete either a green card (OT notification for pay) or an orange card (OT notification for flex/comp time) upon completion of each segment of overtime. Said card requires the signatures of the employee and supervisor. The completed card shall be submitted to Administrative Personnel or placed into the counter slot designated for same.

Management personnel from each division shall establish the need for advanced overtime for each schedule period. Overtime slots will be identified by date, time and shift, and then posted prior to the commencement of said schedule. Management shall document any/all schedule changes (Master and Divisional) and cause same to be communicated to shift supervisors. Advanced overtime provides seniority rights by classification (see part (A) this procedure).

Supervisory personnel from each division shall assess their perspective shifts and determine the need for priority overtime on a daily basis. Each primary shift commander shall establish a seniority list of all personnel assigned on their respective shifts prior to commencement of the schedule period. Said lists shall be on the authorized form and utilized for all overtime documentation. Priority overtime provides limited seniority rights by classification (see Part (B) this procedure). In the event priority overtime procedures fail to provide the necessary personnel for shift operations, the supervisor shall employ the mandatory overtime procedure (see Part (C) of this procedure).

The following parts of this procedure define each category of overtime and the guidelines/rules thereof:

- A. Advanced overtime - advanced overtime recognizes deficiencies in scheduling and/or personnel vacancies noted on the master schedule for each twenty-eight (28) day schedule period.

Advanced overtime positions for upcoming schedules shall be posted at least seven (7) days and not more than fourteen (14) days prior to the commencement of a new schedule. The posting shall stand for five (5) days. The termination date and time will be on the posting.

APPENDIX E
OVERTIME SCHEDULING PROCEDURE
(Continued)

Each overtime position (based on an eight hour need) shall consist of two (2), four (4) hour slots. Officers may select a single slot of four hours or both slots for eight hours but shall not work back to back eight (8) hour shifts.

Seniority rights prevail based on classification eligibility and seniority bumping is allowed.

Officers wishing to work the advanced overtime shall personally report to the shift supervisors' office and sign the appropriate slot(s) on said copy. The supervisor shall verify seniority bumping according to the seniority list issued from the Administrative Division. On the fifth day of the posting at the designated time, the person(s) signed with the most classification seniority assumes the duty and responsibility thereof.

A copy of the official overtime schedule shall be posted in roll-call within twenty-four (24) hours of termination time.

Person(s) assigned advanced overtime position(s) are responsible for same. Advanced overtime positions shall not be traded to another officer.

Person(s) not reporting for advanced overtime duty shall be considered AWOL and subject to departmental discipline.

Advanced overtime positions not filled during the five (5) day posting shall be void and scheduled under priority overtime procedure.

- B. Priority overtime - priority overtime is instituted to meet day to day operations of a shift and shall be scheduled as needed.

Priority overtime shall be limited to working personnel on preceding and post shifts of the overtime slot (based on an eight (8) hour need). The overtime position shall be divided into two (2), four (4) hour slots with the preceding shift working four (4) hours and the post shift working the second four hours.

Example: If day shift requires one (1) for eight (8) hours of overtime. One (1) officer from the mid-night shift shall work over four (4) hours and one officer from the afternoon shift will come-in four (4) hours early.

Seniority rights prevail on priority overtime with exception of person(s) not scheduled to work on the preceding or post shift of the required overtime and exception of person(s) working advanced overtime (not regularly scheduled).

The supervisor of the preceding shift shall refer to the seniority sheet designated for his/her shift, mark off the officer(s) not working and offer the overtime according to seniority. Said sheet shall reflect the solicitation(s).

APPENDIX E
OVERTIME SCHEDULING PROCEDURE
(Continued)

The supervisor of the shift utilizing the overtime shall refer to the seniority sheet for the post shift and follow the same procedure as above.

Priority overtime not filled through this procedure shall become mandatory overtime and filled accordingly.

NOTE: Officers may waive their seniority rights for priority overtime for any twenty-eight (28) day schedule by submitting a misc. report to the shift supervisor within the first five (5) days of said schedule period.

The supervisor shall file the request and place a mark on the seniority sheet by said officer's name. This act will prevent said officer from notification of priority overtime during that schedule period. Once the waiver is placed it shall remain for the duration of the schedule.

C. Mandatory overtime - Mandatory overtime is instituted to meet day-to-day operations of a shift when voluntary overtime systems fail to fill said need.

There is no waiver from mandatory overtime other than sick and/or bereavement leave.

The following steps shall be followed by supervisors for securing mandatory overtime:

STEP 1 - NEED - The supervisor establishes the need for overtime and verifies the priority overtime procedure was applied.

STEP 2 - ELIGIBILITY - Personnel must be working as outlined for priority overtime and person(s) already working overtime shall be exempt.

Personnel are exempt from working two consecutive days of mandatory overtime.

Probationary officers not cleared for minimum mandatory positions are exempt.

Male personnel are excluded from mandatory female positions.

Logistics personnel are excluded because of their shift hours.

Booking positions are limited to qualified/trained booking personnel.

STEP 3 - SELECTION - The least senior officer in classification shall be directed to work the mandatory position. Said officer(s) are exempt on the following day and next in line shall work.

APPENDIX E
OVERTIME SCHEDULING PROCEDURE
(Continued)

- D. Emergency Overtime - In the event of an emergency and time is of the essence, overtime procedures do not apply and promoted personnel may direct overtime at will to meet the emergency.

APPENDIX F
SIDE AGREEMENT ON
ABUSE OF SICK LEAVE/ABSENCE ABUSE POLICY

This memorandum of understanding by and between the Lorain County Sheriff, hereinafter referred to as the "Employer," and the Ohio Patrolmen's Benevolent Association (OPBA), hereinafter referred to as the "Union," agree to the following:

It is important that each employee demonstrate regular and predictable attendance. Therefore, the following policy concerning absence and sick leave abuse will take effect November 1, 2002.

ABUSE OF SICK LEAVE/ABSENCE ABUSE

Employees shall not abuse or show a pattern of sick leave usage or leave without pay usage. Abuse may include, but is not limited to:

1. Consistent usage of sick leave and/or leave without pay in conjunction with scheduled time off of any type;
2. Consistent usage of sick leave as it is earned, resulting in an extremely low balance of sick leave as compared to time in service;
3. Consistent usage of sick leave and/or leave without pay for periods of one (1) work day or less;
4. Consistent usage of sick leave for non-specific illness (e.g., headache, backache, upset stomach, flu, etc.);
5. The employee is absent more than twenty-four (24) hours in any four (4) month period. Death in the immediate family; hospitalization, institutionalization, illness, or examination/treatment of the employee or immediate family member; or utilization of sick leave for other approved family and medical leave purposes, as verified by a licensed medical practitioner's statement, shall not be counted toward the twenty-four (24) hour benchmark. The Employer may require a second medical opinion where deemed appropriate.

When utilizing sick leave or requesting unpaid leave, it is the responsibility of the employee to request that the leave be charged against family and medical leave, and/or to provide sufficient and necessary information and documentation to the Employer so that the leave (family and medical leave) may properly be charged.

When assessing an employee's attendance record, "consistent" usage, as used within this policy, is limited to the Employer's review of the employee's attendance record within the past eighteen (18) months.

APPENDIX F
SIDE AGREEMENT ON
ABUSE OF SICK LEAVE/ABSENCE ABUSE POLICY
(Continued)

Employees will be notified of potential attendance problems under this policy in October of 2002. This initial notification will not count as a disciplinary action. Disciplinary action(s) will be taken if there is an abuse of sick leave and/or leave without pay.

Progressive discipline for reasons of sick leave abuse/absence abuse will normally occur as follows:

- | | | |
|----|----------------|--|
| 1. | First Offense | Instruction and Cautioning with documentation entered into personnel file. |
| 2. | Second Offense | Written reprimand. |
| 3. | Third Offense | Three (3) work day suspension |
| 4. | Fourth Offense | Ten (10) working day suspension |
| 5. | Fifth Offense | Twenty (20) working day suspension |
| 6. | Sixth Offense | Termination |

Records of any instruction and cautioning and written reprimands shall remain in full force and effect for eighteen months (18) provided there has been no further disciplinary action for sick leave/absence abuse. Once an employee has received a three (3) day suspension or higher level of discipline for sick leave/absence abuse, all records of lower level disciplinary action for sick leave/absence abuse shall remain in full force and effect for subsequent disciplinary action until two (2) years have passed without any further suspension for sick leave/absence abuse.

The Employer may, in its sole discretion, determine on a case-by-case basis that the disciplinary procedure will not be applied at the level indicated. The Employer may, at its discretion, repeat one (1) or more of the levels of discipline. Such application and exercise of discretion is not grievable and shall not be construed as establishing any precedent or past practice.

FOR THE EMPLOYER

Phil R. Starnutt
Robin L. Beale
April J. Smith
DATE SIGNED 08-07-11

FOR THE UNION

Kevin Powers
Anthony L. Conrad
Michael D. Mitchell

SIDE AGREEMENT
CORRECTIONS OFFICER PROBATIONARY EVALUATION SYSTEM

The parties hereby agree to the following procedures to provide opportunities for career development.

I. PROBATIONARY CORRECTION OFFICER

Each newly hired or promoted Correction Officer shall be required to successfully complete a one (1) year probationary period. This probationary period requires satisfactory completion of three (3) independent training components:

- A. On the Job Orientation: This component consists of three (3) twenty-eight (28) day schedules where the probationary employee is assigned to work with a training coach. This process affords the opportunity for the probationary employee to become fully oriented regarding Correction Division operations, daily routine and policies/procedures.

The designated training coach shall have the responsibility to evaluate the employee at the conclusion of each twenty-eight (28) day schedule. The evaluations are on a pass/fail basis. Failed schedules may be repeated with a different coach. Each twenty-eight (28) day schedule may be repeated at least one (1) additional time.

- B. Formal Training: This component consists of the successful participation in and completion of the Lorain County Basic Correction School or the equivalent Ohio Peace Officer Training Academy Basic Corrections School.
- C. Performance Evaluation: This component consists of a series of performance evaluations to ensure that the probationary employee has the ability to apply principles and practical knowledge. The probationary employee shall be evaluated by the Division Sergeant at intervals of three (3), six (6), nine (9) and eleven (11) months. Successful completion of this component will require the achievement of the following evaluation scores:

<u>Evaluation</u>	<u>Points</u>
Three (3) month	50
Six (6) month	50
Nine (9) month	55
Eleven (11) month	60

SIDE AGREEMENT
FLEXIBLE BENEFIT PROGRAM

This side agreement is intended to cover employees in the OPBA bargaining unit.

The parties agree to allow bargaining unit employees the opportunity to continue to participate in an expanded flexible benefit program. These expanded programs shall be effective January 1, 1996.

Voluntary enrollment will continue to take place in December of each year, and presentations concerning these programs will be made periodically.

SIDE AGREEMENT
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 policy as currently exists at the signing of this agreement.

SIDE AGREEMENT
ACTING SUPERVISOR

Should an employee in one (1) of the below-noted classifications be required to serve as an acting supervisor, said employee shall receive that rate of pay that provides an increase of six percent (6%) to their existing hourly rate of pay:

Classification

Supervisory Classification

Typist, Clerical Specialist, or
Technical Typist

Office Manager

SIDE AGREEMENT
SAFETY WEAR

Between the Lorain County Sheriff and the Ohio Patrolmen's Benevolent Association (OPBA):

This side agreement is specifically intended to cover Maintenance Repair Worker I and Maintenance Repair Worker II.

The Employer agrees to provide prescription safety glasses and safety foot wear to employees in the above-mentioned classifications. Safety glass and/or footwear shall not be used by the employee other than when in the active employ of the Employer. The Union agrees that the safety glasses and/or footwear provided to the employee shall have a minimum of a two (2) year service life. The employee shall be responsible for maintenance and upkeep on provided equipment and shall be responsible for replacement within the two (2) year period on a pro-rated basis. Selection of styles and vendors is at the Employer's discretion and shall comply with 29 CFR 1910; ANSI, and the

Employer's safety policies. The Employer shall encourage practical input from the employees regarding styles and features.

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 37 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 37, Sections 5 and 6.

SIDE AGREEMENT
INSURANCE PREMIUMS

The parties agree that if the Lorain County Board of Commissioners approves any decrease and/or waives any increase in the employee's share of the health insurance premium for any bargaining unit for whom the Board of Commissioners is the appointing authority, such decrease and/or waived increase in insurance premium shall be applied to those employees covered by this Collective Bargaining Agreement.

FOR THE EMPLOYER

Phil R. Starnutte
Robert J. Beel
Eric J. [Signature]

DATE SIGNED 08-07-11

FOR THE UNION

Kerri [Signature]
Antony L. [Signature]
Michael D. [Signature]

LETTER OF INTENT AND UNDERSTANDING
PREEMPTION OF STATUTORY RIGHTS

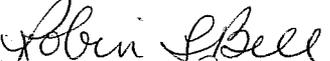
Section 1. The parties enter into this Letter of Understanding for the purposes of explicitly demonstrating the intent of the parties to preempt statutory rights, as required by the Ohio Supreme Court in its decision of State ex rel. OAPSE v. Batavia Local School Dist. Bd. of Educ., 89 Ohio St. 3d 191 (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.

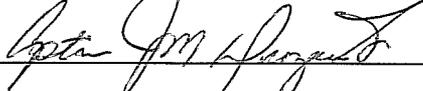
Section 2. In accordance with the provisions of Ohio Revised Code section 4117.10 (A), this agreement governs the wages, hours, and terms and conditions of employment to the extent provided herein. It is therefore the intent of the parties that the terms and conditions of this agreement specifically 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 9, Seniority	ORC 124.321 – 123.328
Article 10, Layoff and Recall	ORC 124.321 – 124.328
Article 11, Probationary Periods	ORC 124.27
Article 12, Lateral Assignments and Transfers	ORC 124.27 – 124.32
Article 13, Job Vacancy	ORC 124.27 – 124.32
Article 18, Corrective Action	ORC 124.34
Article 21, Leave of Absence	ORC 124.382
Article 22, Disability Leave	ORC 124.385; OAC 123: 1-34-01
Article 28, Sick Leave	ORC 124.38; 124.382 – 124.39
Article 32, Holidays	ORC 325.19
Article 34, Hours of Work/Overtime	ORC 4111.03
Article 36, Court Leave	OAC 123: 1-34-03
Article 37, Vacation Leave	ORC 325.19, 9.44

FOR THE EMPLOYER







FOR THE UNION







DATE SIGNED 08-07-11