



02/15/12
10-MED-07-0899
1404-04
K28150

**AGREEMENT BETWEEN THE
LORAIN COUNTY SHERIFF
AND THE
LORAIN COUNTY DEPUTY ASSOCIATION (LCDA)
(DEPUTY UNIT)**

Effective through October 31, 2013

2010-MED-07-0899

TABLE OF CONTENTS

| | Page |
|---|------|
| PREAMBLE | 1 |
| ARTICLE 1 UNION RECOGNITION..... | 1 |
| ARTICLE 2 UNION REPRESENTATION..... | 2 |
| ARTICLE 3 DUES CHECK-OFF | 3 |
| ARTICLE 4 FAIR SHARE FEE..... | 4 |
| ARTICLE 5 MANAGEMENT RIGHTS | 5 |
| ARTICLE 6 EMPLOYEE RIGHTS | 6 |
| ARTICLE 8 SENIORITY | 8 |
| ARTICLE 9 LAYOFF AND RECALL | 10 |
| ARTICLE 10 PROBATIONARY PERIODS..... | 11 |
| ARTICLE 11 LATERAL ASSIGNMENTS AND TRANSFERS..... | 11 |
| ARTICLE 13 HEALTH AND SAFETY | 13 |
| ARTICLE 14 RULES AND REGULATIONS..... | 14 |
| ARTICLE 15 LABOR/MANAGEMENT MEETINGS | 14 |
| ARTICLE 16 UNION BULLETIN BOARDS..... | 15 |
| ARTICLE 17 CORRECTIVE ACTION..... | 16 |
| ARTICLE 18 GRIEVANCE PROCEDURE..... | 18 |
| ARTICLE 19 LEAVES OF ABSENCE | 22 |
| ARTICLE 20 DISABILITY LEAVE..... | 22 |
| ARTICLE 21 MILITARY LEAVE | 24 |
| ARTICLE 22 UNION LEAVE..... | 26 |
| ARTICLE 23 SEVERABILITY | 26 |
| ARTICLE 24 WAIVER IN CASE OF EMERGENCY | 26 |
| ARTICLE 25 SICK LEAVE..... | 27 |
| ARTICLE 26 HEALTH CARE BENEFITS..... | 30 |
| ARTICLE 27 BEREAVEMENT LEAVE..... | 31 |
| ARTICLE 28 LIABILITY | 31 |
| ARTICLE 29 HOLIDAYS | 32 |
| ARTICLE 30 LONGEVITY..... | 34 |
| ARTICLE 31 HOURS OF WORK AND OVERTIME | 34 |
| ARTICLE 32 UNIFORMS..... | 37 |
| ARTICLE 33 COURT LEAVE | 38 |
| ARTICLE 34 VACATION LEAVE..... | 38 |
| ARTICLE 35 MEAL PERIODS..... | 40 |
| ARTICLE 36 WAGES | 40 |
| ARTICLE 37 INJURY LEAVE | 41 |
| ARTICLE 38 LIFE INSURANCE..... | 43 |
| ARTICLE 39 PHYSICAL ABILITIES TESTING | 44 |
| ARTICLE 40 SUBSTANCE ABUSE TESTING..... | 46 |
| ARTICLE 41 NONDISCRIMINATION..... | 48 |
| ARTICLE 42 SERVICE WEAPON..... | 48 |
| ARTICLE 43 DURATION OF AGREEMENT | 49 |

TABLE OF CONTENTS

| | Page |
|--|-------------|
| SIGNATURE PAGE..... | 50 |
| APPENDIX A UNION REPRESENTATIVE TIME FORM | 51 |
| APPENDIX B LCDA AGENCY FEE PAYER OBJECTION POLICY | 52 |
| APPENDIX C GRIEVANCE FORM..... | 54 |
| APPENDIX D INJURY LEAVE AGREEMENT | 57 |
| SIDE AGREEMENT VACATION BONUS..... | 58 |
| SIDE LETTER AGREEMENT BODY ARMOR | 59 |
| SIDE LETTER AGREEMENT TRAINING OFFICER..... | 60 |
| LETTER OF INTENT AND UNDERSTANDING GRIEVANCE PROCEDURE | 61 |
| LETTER OF INTENT AND UNDERSTANDING PREEMPTION OF STATUTORY RIGHTS | 62 |
| SIDE AGREEMENT SCHEDULING | 63 |
| LETTER OF UNDERSTANDING PHYSICAL ABILITIES TESTING..... | 64 |

PREAMBLE

This agreement, entered into by the Lorain County Sheriff, hereinafter referred to as the "Employer," and the Lorain County Deputy Association (LCDA), 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 procedure for the resolution of differences in accordance with the grievance procedure contained herein.

ARTICLE 1 UNION RECOGNITION

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

Evidence Officer
Patrol Officer

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

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

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

ARTICLE 2
UNION REPRESENTATION

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

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

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

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

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

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

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

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

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

ARTICLE 3 **DUES CHECK-OFF**

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

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

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

Section 3.3. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

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

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

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

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

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

Section 3.9. The Employer will supply to the LCDA 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 LCDA at Elyria, Ohio. Dues shall be paid to the LCDA in the first week of the following month.

ARTICLE 4 **FAIR SHARE FEE**

Section 4.1. 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 to cover each employee's pro rata share of: (1) the direct costs incurred by the Union in negotiating and administering this agreement and of settling grievances and other disputes arising under this agreement; and (2) the Union's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees in the bargaining unit covered by this agreement. Fair share fees shall be deducted and remitted during the same period as dues provided the employees have 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, contained herein as Appendix B.

Section 4.2. 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 therefore shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 5
MANAGEMENT RIGHTS

Section 5.1. The Union shall recognize the right and authority of the Sheriff to administer the business of the Lorain County Sheriff's Office, and in addition to other functions and responsibilities which are required by law, the Union shall recognize that the Employer has and will retain the full right and responsibility to direct the operations of the Sheriff's Office, to promulgate rules and regulations, and to otherwise exercise the rights of management, and more particularly, including but not limited to, the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for just cause, and to maintain discipline among employees;
- B. To manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
- C. To determine each department's goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively and efficiently meet these purposes;
- D. To determine the size and composition of the work force and each department's organizational structure, including the right to layoff employees from duty due to lack of work or lack of funds;
- E. To determine the hours of work and work schedules, and to establish the necessary work rules for all employees;
- F. To determine when a job vacancy exists, and the duties to be included in all job classifications, and the standards of the quality and performance to be maintained;
- G. To determine the necessity to schedule overtime and the amount required thereof;
- H. To determine each department's budget and the uses thereof; and
- I. To maintain the security of records and other pertinent information.

Section 5.2. All rights and responsibilities of the Employer not specifically modified by this agreement or ensuing agreements shall remain the function of the Employer.

ARTICLE 6

EMPLOYEE RIGHTS

Section 6.1. Scope. The provisions of this article shall be followed whenever an employee is suspected of an action or inaction which could result in disciplinary action or criminal charges being filed against the employee.

Section 6.2. Notification. At the time any employee is notified that he or she is the subject of an investigation, the employee shall be given at least two (2) hours prior to any interview to contact a Union steward for the purpose of representation. The scheduled interview shall be delayed up to twenty-four (24) hours, if necessary, in order for the steward to be present. In the event of an employee-involved shooting, or use by an employee of physical force resulting in serious physical injury or death, the Sheriff may order an immediate investigation to determine compliance with departmental procedures. In such cases, the Employer will notify the Union steward of the investigation.

Section 6.3. Information Provided. An employee shall be informed of the nature of the investigation (whether disciplinary or criminal) and of the factual allegations against the employee known at that time, including a copy of any written complaint against the employee, prior to any questioning.

Section 6.4. Employee Records. Upon request, the employee shall be given a brief time prior to any questioning to locate and review any written documents the employee possesses regarding the event(s) being investigated in order to be fully prepared to accurately and completely respond to the questioning. An investigating officer may accompany the employee during his or her brief search and review of such documents.

Section 6.5. Criminal Charges. In advance of any questioning, an employee who is to be questioned as a suspect in an investigation that may lead to criminal charges shall be advised of his or her constitutional rights in accordance with the law.

Section 6.6. Conduct of Interview. Any interviewing of an employee will be conducted at hours reasonably related to the employee's shift, preferably during the employee's working hours. Interview sessions shall be for reasonable periods of time, and time shall be allowed during such questioning for attendance to physical necessities.

Section 6.7. Refusal to Answer Questions. Before an employee may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, the employee shall be advised that such conduct, if continued, may be made the basis for such a charge. Except as set forth below, no employee shall be charged with insubordination where such refusal is based on the employee's exercise of the rights afforded the employee in regard to a criminal investigation. However, if an employee is informed in writing by the investigating officer that his or her responses to questions will not result in criminal charges against the employee, and the employee is ordered to answer the questions, an employee's refusal to answer questions or refusal to participate in the investigation may form the basis for a charge of insubordination.

Section 6.8. Coercion. Any evidence or testimony obtained in the course of an internal investigation through the use of administrative pressures, threats, coercion, or promises shall not be admissible in any subsequent criminal action or disciplinary proceeding. However, notification to an employee that potential disciplinary action could result if the employee continues to refuse to answer questions or participate in an investigation shall not be construed as administrative pressures, threats, coercion, or promises.

Section 6.9. Complaints. When any anonymous complaint is made against an employee and there is no corroborative evidence of any kind, then the complaint shall be classified as unfounded and the accused employee shall not be required to submit a written report. Also, when any citizen complaint is filed greater than sixty (60) calendar days after the date of the alleged event complained of, and where the complaint, if true, could not lead to a criminal charge of any type, such complaint shall be classified as unfounded and the accused employee shall not be required to submit a written report; but he or she shall be notified orally or in writing of such claim.

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

Section 6.10. Access. An employee (and his or her Union steward when one is involved) who is charged with violating Sheriff's Office rules and regulations shall be provided access to transcripts, records, written statements, and videotapes upon request. Such access shall be provided at the time the notice of predisciplinary conference is given to either the employee or the employee's Union steward.

Section 6.11. Transcripts. When an employee is being interviewed in an internal investigation, such interview shall be tape-recorded by the County if either the Employer or the employee so requests. Tapes of interviews will be made only by the County and a copy of the tape recording will be provided to the employee, upon the request of the employee or his or her Union steward. The cost of any transcript made will be split equally between the County and the Union. If desired, the employee or the employee's Union steward will be afforded the opportunity, upon written request directly to the Sheriff or his designee, to listen to and make personal notes or verify the accuracy of a transcript regarding a tape made of any interview.

Section 6.12. Supervisory Responsibility. All complaints, internal investigations, and departmental charges shall be under the initial province of the employee's immediate supervisor, or if determined necessary by the Sheriff or the Chief Deputy, then to a supervisor of a higher rank assigned by the Sheriff to investigate and make recommendations to the Sheriff.

Section 6.13. Polygraph. In the course of questioning, an employee may only be given a polygraph examination (or voice stress analysis, etc.) with his or her consent. Such consent shall set forth the purposes for which the test results may be used. Where an employee consents to such an examination, an examiner shall be chosen by mutual agreement of the County and the employee.

Section 6.14. Grievance. If any of these procedures are violated, such violation shall be subject to an Accelerated Grievance Procedure beginning at Step Two.

Section 6.15. Status of Investigations. An employee subject to investigation shall, upon request, be advised at reasonable intervals either that the matter is still under investigation or that the investigation has been concluded, and shall be advised of the conclusion and finding of such investigation.

ARTICLE 7 **NO STRIKE/NO LOCKOUT**

Section 7.1. Inasmuch as this agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Lorain County. Therefore:

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

ARTICLE 8 **SENIORITY**

Section 8.1. "Classification Seniority" shall, in all applications except for vacation accrual, be computed on the basis of the uninterrupted length of continuous service with the Employer, within a basic job classification. Such seniority shall hereinafter be defined as "Classification Seniority."

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

Basic Classification

Patrol Officer

Specialist Assignments:

Crime Prevention Officer
Detective 1
Canine Specialist
Drug Awareness Resistance Education (DARE) Officer
Process Server
Special Enforcement Agent

All other classifications shall be considered basic classifications as follows:

Evidence Officer

Section 8.2. "Seniority" for the purposes of vacation accrual shall be computed on the basis of total uninterrupted length of continuous service with the Employer. Such seniority shall hereinafter be defined as "Departmental Seniority."

Section 8.3. Other governmental unit employees who transfer to the Sheriff's Office shall not transfer prior service credit or seniority. However, employees who had been credited with prior service credit prior to execution of this agreement shall retain such prior service credit.

Section 8.4. Employees shall be entitled to exercise their classification seniority for purposes of priority overtime, vacation scheduling, and layoff, in accordance with the specific terms and conditions of this agreement.

Section 8.5. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, the employee loses all previously accumulated seniority.

Seniority shall be caused to terminate when:

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

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

Section 8.6. The Employer shall post a seniority list every twelve (12) months, on the departmental bulletin board, showing the continuous service (classification seniority and departmental seniority) of each employee. An employee shall have the right to challenge any information on the seniority list within ten (10) calendar days after the list is posted. One (1) copy of the seniority list shall be furnished to the Union upon request.

ARTICLE 9

LAYOFF AND RECALL

Section 9.1. Employees may be laid off as the result of lack of work or lack of funds, as determined by the Employer. Whenever a layoff becomes necessary, the Employer shall determine the classification(s) which will be affected, and the number of employees to be laid off within each affected classification. The Employer will notify the Union and affected employees fourteen (14) calendar days in advance of any pending layoff. The Employer and the Union shall meet, upon the request of either party, to discuss possible alternatives. Any requested meeting shall take place prior to any layoffs as long as the meeting takes place within the fourteen (14) day notice period.

Section 9.2. 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 9.3. Bargaining unit employees shall have no displacement rights from one basic classification to another.

Section 9.4. 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 9.5. Affected employees shall be notified in writing by the Employer of their eligibility for reinstatement upon the Employer determining that it is feasible to recall such employees. Affected employees shall have seven (7) calendar days from receipt of the notice within which to notify the Employer, in writing, of their acceptance or rejection of the offer of reinstatement. Failure of the employee to notify the Employer of his decision within the seven (7) day period shall be considered a rejection of the offer of reinstatement.

Section 9.6. All written notices required of the Employer or employee herein shall be by certified mail.

ARTICLE 10
PROBATIONARY PERIODS

Section 10.1. 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 10.2. 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) year. A newly promoted employee who evidences unsatisfactory performance shall be returned to his former position any time during his probationary period and shall have no appeal over such action.

Section 10.3. Probationary employees shall not be eligible for promotion to any other position until they have completed their probationary period.

ARTICLE 11
LATERAL ASSIGNMENTS AND TRANSFERS

Section 11.1. The Employer shall have the right to transfer and assign job duties within classifications based upon operational needs and for efficient and effective service, as deemed appropriate by the Employer.

Section 11.2. Employees interested in assignments or transfer to a specialist classification may make written request for consideration to the Sheriff. The last written request on file shall be considered to be the preference of the employee.

Section 11.3. It is understood that any increase in pay from a basic classification to a specialist classification shall be supplemental and effective only for the time period the affected employee is assigned and performing the duties of a specialist classification. Employees reassigned to the duties of a basic classification shall receive the appropriate base rate of pay and such reassignment shall not constitute a reduction in pay or position and shall not be appealable.

ARTICLE 12
JOB VACANCIES

Section 12.1. Whenever the Employer has determined that a vacancy exists in a full-time permanent position within the bargaining unit, exclusive of a lateral transfer assignment, or within a first level supervisory position, a vacancy announcement shall be posted for seven (7) consecutive calendar days. Employees who are on vacation or an approved leave of absence shall be mailed a copy of the job posting to the last address on record with the Sheriff's Office. Applications will be accepted

from both internal and external applicants. All applicants will be required to successfully pass a background investigation. The Employer shall not be obligated to consider applications submitted after the seven (7) day period has expired, or applicants who do not meet the qualifications for the job. The vacancy announcement shall contain:

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

Section 12.2. Whenever a vacancy occurs in accordance with Section 1 above, consideration will be given to those internal applicants who have completed their probationary period and have continued to demonstrate satisfactory performance. However, to be considered for a full-time permanent first-level supervisory position, an employee must have five (5) years work experience in the applicable basic classification. Every qualified applicant will be considered based upon the following criteria, as applicable:

1. Having attained a passing score of seventy (70) or above, or any other established passing score as validated by any independent test developer, on the Lorain County Sheriff's Office job-related examination.
2. Passing the Lorain County Sheriff's Office physical agility examination as set forth in Article 39 of this Agreement.
3. Related work experience:
 - a. Departmental;
 - b. Outside.
4. Related coursework and training.
5. Personal interview.
6. Job performance (inclusive of a peer evaluation for first-level supervisory positions when requested by the Sheriff).

Each applicant will be considered using the criteria to determine which applicant is best qualified for the required job duties of the position classification. Should the Employer determine that two (2) or more employees are equally qualified to assume the position; the position shall be awarded to the employee with the greatest classification seniority.

Section 12.3. If the vacancy is not filled in accordance with Sections 1 and 2 above, it shall then be considered an original appointment. Where a vacancy is to be filled by an original appointment, the Employer will use any established eligibility list for the classification of the vacancy. Said eligibility list shall contain the names of all persons who have successfully passed the examination. Any examining agency shall provide a copy to the Employer of the complete list of persons appearing on the eligibility list. If there is no eligibility lists available, the Employer shall request authorization to hire without such examination.

Section 12.4. 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 13 **HEALTH AND SAFETY**

Section 13.1. It is agreed that safety must be a prime concern and responsibility of both parties. Therefore, Management accepts its responsibility to provide safe working conditions, tools, equipment, and working methods for its employees. The supervisor will correct unsafe working conditions and see that the safety rules and safe working methods are followed by his employees. The employee(s) accepts the responsibility not to neglect or abuse his equipment, tools, or work area, and accepts the responsibility to follow all safety rules and safe working methods as prescribed by the Sheriff's Office standard operating procedures.

Section 13.2. All unsafe working conditions must be reported to the employee's supervisor in charge as soon as said unsafe working conditions are known. The responsible supervisor or department head shall investigate any safety complaint or incident reported. If he believes that corrective action is necessary, he shall take immediate corrective action to the extent possible and make such recommendations concerning any further corrective action to the Employer. The recommendations of the supervisor are advisory only, and shall not bind the Employer. The Supervisor shall notify the reporting employee of any corrective actions taken. Should the Union believe that a reported violation of this article has not been resolved, the matter may be discussed in a Labor Management meeting pursuant to Article 15.

Section 13.3. This article shall not be used as a means to challenge or grieve staffing levels.

ARTICLE 14
RULES AND REGULATIONS

Section 14.1. 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 14.2. The Union recognizes that the Employer or its designees, in order to carry out statutory mandates and goals, has the right to promulgate policies and work rules to regulate the conduct of employees when on the job and the conduct of the Employer's services and programs. It is the Employer's intent that policies and work rules shall be interpreted uniformly to all members of the bargaining unit.

Section 14.3. Should new or revised work rules be established during the term of the agreement, the Employer agrees to meet with the Union and discuss said rules prior to implementation.

Section 14.4. If agreement cannot be reached on new or revised rules, regulations, policies and/or procedures, and the Employer implements changes, the Union may grieve over whether or not a conflict exists between this agreement and the newly implemented rules, regulations, policies and/or procedures. Said grievance may be filed by the Union at Step 4 of the grievance procedure.

Section 14.5. All new and revised rules shall be provided to all affected employees. Each affected employee shall acknowledge in writing that he has received the new or revised policy or work rule and shall sign a statement that acknowledges the fact that the rule or regulation, policy or procedure will be read and understood. If the employee has any questions regarding the policy or work rule, he shall bring those questions to the attention of the employee's supervisor as soon as possible. Refusal by an employee to sign said acknowledgment shall be grounds for disciplinary action.

Section 14.6. This section shall not be interpreted to relieve an employee of his responsibilities to follow the established rules and procedures of good conduct, nor shall it relieve any employee from following instructions or orders in the normal course of work. Failure to follow such instructions and orders shall be grounds for disciplinary action.

ARTICLE 15
LABOR/MANAGEMENT MEETINGS

Section 15.1. In the interest of sound labor/management relations, unless mutually agreed to otherwise, once each quarter on a mutually agreeable day and time, the Sheriff and/or his designee(s) shall meet with not more than three (3) representatives of the Union to discuss pending problems and to promote a more harmonious labor/management relationship.

Section 15.2. An agenda will be furnished at least seven (7) calendar days in advance of the scheduled meetings with a list of the matters to be taken up at the meeting and the names of those Union representatives who will be attending. The purpose of such meeting shall be to:

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

Section 15.3. 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 15.4. Employee representatives who are scheduled to be at work during the time of this meeting shall suffer no loss of pay. It is further agreed that any employee on duty may be required to return to work if an emergency arises during this meeting. Those who are in attendance, as provided for in Section 1 of this article, on their off-duty time, shall not be compensated; however, schedules may be adjusted as mutually agreeable.

Section 15.5. When mutually agreed upon by the Employer and the LCDA, labor/management meetings may be utilized as negotiation sessions intended to alter and/or amend the collective bargaining agreement.

Section 15.6. The Employer shall prepare a written summary of any actions to be taken as a result of the labor management meeting within fourteen (14) days of the meeting.

ARTICLE 16

UNION BULLETIN BOARDS

Section 16.1. 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 16.2. 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 17 **CORRECTIVE ACTION**

Section 17.1. No employee shall be reduced in pay or position, suspended, discharged, or subjected to disciplinary action except for just cause.

Section 17.2.

- A. Discipline will be applied in a corrective, progressive, and uniform manner.
- B. Progressive discipline shall take into account the circumstances surrounding the incident, the nature of the violations, the employee's record of discipline, and the employee's record of performance and conduct.

- C. Disciplinary action may include: (a) one (1) or more instruction and cautionings; (b) one (1) or more written reprimands; (c) one (1) or more suspensions (including suspensions of record or without pay), (d) discharge from employment.
- D. Any employee subject to a suspension without pay may request to forfeit vacation and/or incentive leave in lieu of serving said suspension. The approval or denial of such request, either in all or in part, shall be at the sole discretion of the Employer.

Section 17.3. 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 17.4. Whenever the Employer determines that an employee may be disciplined for just cause that could result in a suspension, reduction, or termination, a predisciplinary hearing will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. Prior to the hearing, the employee shall be given written specifications of the charges. The process of predisciplinary hearings and notification of discipline, if any, shall be completed within thirty (30) calendar days from presentation to the employee of the written specifications of the charges.

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

At the predisciplinary hearing, the neutral hearing administrator will ask the employee or his representative to respond to the allegations of misconduct which were outlined to the employee. At the hearing, the employee may present any testimony, witnesses, or documents which explain whether or not the alleged misconduct occurred. The employee shall present a list of witnesses, and the name and occupation of the representative, if any, to the Employer as far in advance as possible, but not later than twenty-four (24) hours prior to the predisciplinary hearing. It is the employee's responsibility to notify his witnesses that he desires their attendance at the hearing.

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

Section 17.5. Disciplinary action, other than written warnings or written reprimands, may be appealed at Step 3 (Sheriff) of the grievance procedure. Appealable disciplinary actions must be filed at the Employer's level of the grievance procedure within seven (7) calendar days from the receipt of the notice of the discipline by the employee.

Section 17.6. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner. Any employee in disagreement with the action taken by the Employer may file a grievance in accordance with the grievance procedure contained in this agreement.

ARTICLE 18

GRIEVANCE PROCEDURE

Section 18.1. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of the agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this agreement, nor those matters not covered by this agreement which are controlled by resolutions of the Lorain County Board of Commissioners, or by provisions of the federal and/or state laws and/or by the United States or Ohio constitutions.

Section 18.2. A grievance, under this procedure, may be brought by any bargaining unit employee. Where a group of bargaining unit employees desire to file a grievance involving a situation affecting each employee in the same manner, one employee selected by the group or a Union steward will process the grievance and each employee desiring to be included shall sign the grievance.

Section 18.3. All grievances must be timely processed at the proper step in the progression in order to be considered at the subsequent step. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements to lapse without further appeal. A group grievance may only be withdrawn by an authorized representative of the Union.

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

Section 18.4. The written grievance shall be submitted by the employee at Step 2 on the grievance form attached as Appendix C, and shall contain the following information:

1. Aggrieved employee's name;
2. Aggrieved employee's classification;

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

Section 18.5. The time limitations provided for in this article may be extended by mutual written agreement between the Employer and the Union.

Section 18.6. Each grievance shall be processed in the following manner:

Step 1. An employee having a grievance will first bring that complaint verbally, within ten (10) calendar days after the aggrieved individual knew or reasonably should have known of the act, event, or condition giving rise to the grievance, to the attention of the employee's immediate supervisor. The immediate supervisor shall discuss the grievance with the employee and a written acknowledgement (Step 1 of Grievance Form, Appendix C) that this discussion has taken place shall be completed by the employee and the supervisor.

Within seven (7) calendar days of their discussion the immediate supervisor shall respond in writing to the employee with an answer. If the employee is not satisfied with the response given by the immediate supervisor, the employee may within seven (7) calendar days reduce the grievance to writing and submit the grievance at Step 2.

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

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

calendar days after receipt of the written grievance, the Sheriff or his designated representative shall provide the employee with his/her written response to the grievance.

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

The Union, based on the facts presented, has the right to decide whether to arbitrate a grievance. The right of the Union to request arbitration over an unadjusted grievance is limited to a period of fifteen (15) days from the date final action was taken or required to be taken on such grievance under Step 3 in the grievance procedure, and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the Employer.

Section 18.7. The representatives of the parties (the Union and the Employer) shall schedule a pre-arbitration meeting to be held within fourteen (14) calendar days after notification of a request to arbitrate to begin the selection process outlined below. The parties shall attempt to settle the grievance, and if it cannot be settled, attempt to draft an agreed-upon submission statement. If the parties are unable to agree upon a submission statement, but have agreed to proceed to arbitration over the underlying dispute, the arbitrator shall frame the issue or issues to be decided.

Section 18.8. The arbitrator shall be selected in the following manner: The American Arbitration Association (AAA) shall be jointly requested to submit a panel list of seven (7) arbitrators. The arbitrator shall be selected in accordance with the rules of the American Arbitration Association (AAA).

Section 18.9. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the specific articles and sections of this agreement, and he shall be without power or authority to make any decision:

1. Contrary to or inconsistent with or modifying or varying any way the terms of this agreement or of applicable laws. The arbitrator shall have the authority to modify disciplinary actions.
2. Limiting or interfering in any way with the powers, duties, or responsibilities of the Employer under applicable law. Limiting or interfering in any way with the powers, duties, or responsibilities of the Sheriff under its rulemaking powers not inconsistent with this agreement.
3. Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules, or regulations presently or in the future established by the Employer so long as such practice, policy, rules, or regulations do not conflict with this agreement.
4. Implying any restriction or condition upon the Employer from this agreement, it being understood that, except to the extent that such restrictions or conditions upon the Employer are specifically set forth herein, or are fairly inferable from the express language of any article and section hereof, the matter in question falls within the exercise of rights set forth in the article of this agreement entitled "Management Rights."

5. Concerning the establishment of wage scales, rates on new or changed jobs, or change in any wage rates.
6. Providing agreement for the parties in those cases where, by their contract, they may have agreed that future negotiations should occur to cover the matter in dispute.
7. Granting any right or relief on any alleged grievance occurring at any time other than the contract period in which such right originated.

Section 18.10. The hearing shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

Section 18.11. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the ground that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

Section 18.12. The decision of the arbitrator resulting from an arbitration of grievances hereunder shall be in writing and sent to the Employer, the Union, and the grievant. The decision of the arbitrator shall be final and binding upon both parties.

Section 18.13. 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 18.14. Any employee may choose to be represented by a Union steward at any step of this grievance procedure.

Section 18.15. When an employee covered by this agreement represents himself in a grievance, the Employer will advise the Union of its disposition. No settlement shall be in conflict with any provisions of this agreement. The Union shall be afforded the opportunity to be present at any final adjustment meeting.

Section 18.16. The grievance procedure set forth herein shall be the exclusive method of reviewing and settling disputes between the employee and the Employer.

ARTICLE 19
LEAVES OF ABSENCE

Section 19.1. The Employer may grant a leave of absence without pay to any employee for a maximum duration of six (6) months for any personal reasons of the employee. Such a leave may not be renewed or extended beyond six (6) months.

Section 19.2. Leave may be granted for a maximum period of two (2) years for purposes of education, training, or specialized experience which would be of benefit to county service by improved performance at any level; or for voluntary service in any governmentally-sponsored program of public betterment.

Section 19.3. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted.

Section 19.4. The employee's request for leave must be submitted to the Sheriff sixty (60) days prior to the desired commencement date. The granting of any leave of absence is subject to approval of the Sheriff or designee fifteen (15) days prior to commencement of the desired date. The time requirements stated herein may be waived at the discretion of the Sheriff.

Section 19.5. An employee who has received an authorized leave of absence without pay does not earn sick or vacation leave credit while on an approved leave of absence.

Section 19.6. Upon completion of a leave of absence, the employee is to be returned to the basic classification formerly occupied, or to a similar classification if the employee's former position no longer exists.

Section 19.7. If it is found that leave is not actually being used for the purpose for which it was granted, the Employer may cancel the leave and direct the employee to return to work by giving written notice to the employee. An employee may return to work before the scheduled expiration of leave if requested in writing by the employee and approved by the Employer. Failure to return to duty within three (3) days of the expiration or notification of cancellation of a leave of absence without explanation acceptable to the Employer shall be considered job abandonment and shall be just cause for discipline, up to and including removal.

ARTICLE 20
DISABILITY LEAVE

Section 20.1. When an employee becomes physically or mentally unable to perform the essential functions of his/her position, but is still able to perform the essential functions of another vacant classification, he may voluntarily request a transfer or reduction to the vacant classification. Such request shall be in writing, stating the reason for the request, and shall be accompanied by a physician's statement. The determination as to whether or not a vacancy exists and the approval of

such voluntary transfer or reduction requests shall be at the sole discretion of the Employer based upon operational needs and requirements, and the ability of the employee to perform the essential functions of the job classification.

Section 20.2. A physically or mentally incapacitated employee who has exhausted all available paid leave (sick, vacation, or bonus time), and for whom a voluntary reduction is not requested nor granted, may request a disability leave without pay. Such leave must be for a minimum duration of thirty (30) days and shall not exceed a six (6) month duration. The Employer may waive this minimum duration requirement in emergencies and/or when special circumstances exist. Requests for disability leave shall be submitted in writing to the Employer as soon as possible prior to the requested date, and accompanied by an original signed physician's statement which includes the anticipated probable date on which he will be able to return to work. Upon the Employer's approval, the disability leave will begin on the date the physician certifies that the employee is unable to perform the essential functions of his position. The disability leave will end on the date on which the physician certifies that the employee can perform the essential functions of his job classification.

Section 20.3. A disability separation may, at the discretion of the Employer, be granted when an employee has exhausted his accumulated paid leave and disability leave without pay, where applicable, and is:

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

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

Section 20.4. Reinstatement. An employee given a disability separation shall have the right to reinstatement within three (3) years from the date of separation to the same or similar position.

An employee given a disability separation subsequent to a leave of absence without pay shall retain the right of reinstatement for a period of up to three (3) years from the date the employee began the leave of absence without pay. An employee must make written application to the Employer for reinstatement, and provide a physician's certification that the employee can perform the essential functions of the job classification. The cost of such examination shall be paid by the employee. A medical examination may also be requested and scheduled by the Employer and shall be conducted by a physician designated by the Employer. The cost of such examination shall be paid by the Employer. Within thirty (30) days after making written application and passing a medical examination showing full qualifications to perform the duties of the position, an employee will be reinstated to the same or similar position, provided such position(s) still exist and/or are utilized.

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

Section 20.5. If it is found that leave or separation is not actually being used for the purpose for which it was granted, the Employer may cancel the leave/separation and direct the employee to return to work by giving written notice to the employee. An employee may return to work before the scheduled expiration of leave if requested in writing by the employee and approved by the Employer. The failure to return to duty within three (3) days of expiration or notification of cancellation of a leave/separation without explanation acceptable to the Employer shall be considered job abandonment and shall be just cause for discipline up to and including removal.

ARTICLE 21 **MILITARY LEAVE**

Section 21.1. All employees of the County who are members of the Ohio National Guard, the Ohio organized Militia, or members of other reserve components of the Armed Forces of the United States, are entitled to leave of absence from their respective duties without loss of pay for such time as they are performing in the uniformed services, as defined in Section 5923.05 of the Ohio Revised Code, for periods not to exceed a total of one (1) month in any one (1) calendar year. For the purposes of this article, "month" shall mean twenty-two (22), eight (8) hour work days.

Section 21.2. 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 21.3. Employees called or ordered to the uniformed services, as a result of an executive order issued by the President of the United States, an Act of Congress, or because of an order to perform duty issued by the Governor, pursuant to Section 5919.29 or 5923.21 of the Revised Code, for longer than one hundred seventy-six (176) hours in a calendar year in which the employee performs service in the uniformed services, is entitled, during the period designated in the order or act, to a leave of absence and to be paid during each monthly pay period of that leave of absence the lesser of the following:

- A. the difference between the employee's gross monthly wage or salary as an employee and the sum of the employee's gross uniformed pay and allowances received that month;
- B. five hundred dollars (\$500.00).

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

same period.

Section 21.4. The employee shall be responsible for notifying the Employer upon notification to report for military duty. It is the employee's responsibility, therefore, to notify the Employer of the beginning/ ending dates of his/her military service and military rate of pay.

Section 21.5. 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 21.6. 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 21.7. 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 21.8 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 21.9. A veteran separated or discharged under honorable conditions must make application for re-employment to the former position within ninety (90) days after release from hospitalization due to in-service injury or illness which has not exceeded a period of more than two (2) years. The following procedures apply:

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

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

ARTICLE 22 **UNION LEAVE**

Section 22.1. Union officers or stewards may be granted paid leave to attend annual conventions of the Union or other authorized Union activities at the discretion of the Sheriff. Not more than two (2) Union officers or stewards shall be granted such leave at any one time. Requests for leave shall be submitted at least two (2) weeks in advance. The Sheriff, at his discretion, may authorize such Union leave to be with pay; however, paid Union leave shall not exceed a cumulative total of fifty (50) hours per contract year.

ARTICLE 23 **SEVERABILITY**

Section 23.1. 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 23.2. 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 24 **WAIVER IN CASE OF EMERGENCY**

Section 24.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Lorain County Commissioners, the Lorain

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

- A. Time limits for Management and Union's replies on grievances; and
- B. All work rules and/or agreements or practices relating to the assignment of all employees, excluding agreements and practices pertaining to compensation of any employee.

Section 24.2. 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 25 **SICK LEAVE**

Section 25.1.

- A. Sick Leave Accumulation. Effective January 1, 1988, each employee shall accumulate eight (8) days of sick leave per year. Said leave shall be earned at 2.46 hours for each eighty (80) hours of service in active pay status, including paid vacation and sick leave, but not during a leave of absence, lay-off or other period in inactive pay status. Unused sick leave shall accumulate without limit.
- B. Incentive Leave. Effective August 1, 1984, each employee shall earn one-half (1/2) day, four (4) hours, of incentive leave, or "bonus time," for each calendar month worked without any incident of lost time. An incident of lost time means any calendar day on which any employee is absent from work for any amount of time due to unexcused absence, suspension, unexcused tardiness, or absence without leave (AWOL). However, in the event an employee should establish an abusive absenteeism problem, the following provisions shall apply:
 - 1. An employee who receives an Instruction and Cautioning regarding abusive absenteeism shall not earn any bonus time for the month during which the Record of Instruction and Cautioning was issued;
 - 2. An employee who receives a Written Reprimand or Suspension for abusive absenteeism shall not earn any bonus time for the month during which said reprimand or suspension was issued. Such an employee shall be required to provide medical documentation for each absence for a period of one (1) year from the date of the reprimand or any other subsequent related disciplinary action. Failure to provide the medical documentation shall result in the requested sick leave or absence being counted as an incident of lost time.

Employees must possess a minimum of one (1) year of departmental seniority and maintain a sick leave balance of at least fifty-six (56) hours in order to use accumulated bonus time. Bonus time off must be scheduled and approved at least twenty-four (24) hours in advance in

consideration of the operational needs of the Employer. This requirement may be waived at the discretion of the appointing authority in the case of an emergency.

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

Section 25.2. 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 sick leave, but not during a leave of absence or layoff. Unused sick leave shall accumulate without limit.

Section 25.3. 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 25.4. 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 19 and 20 of this agreement.
- B. An employee may petition fellow bargaining unit employees to donate sick leave in eight (8) hour increments. Such situations shall only be limited to catastrophic illness and/or injury, and will only be allowable when the disabled employee has exhausted all available paid leaves.

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 25.5. 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: 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).

Section 25.6. Evidence Required for Sick Leave Usage. The Employer shall require an employee to furnish a standard written signed statement explaining the nature of the illness to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action, including dismissal.

Section 25.7. Notification by Employee. When an employee is unable to report to work, he/she shall notify his/her immediate supervisor, or other designated person, one (1) hour before the time he/she is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with his/her immediate supervisor.

Section 25.8. Physician's Statement. If medical attention is required, the employee shall be required to furnish a statement from a licensed physician notifying the Employer that the employee was unable to perform his/her duties. Where sick leave is requested to care for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person.

Section 25.9. Physician Examination. The Employer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of such examination shall be paid by the County.

Section 25.10. Sick Leave Conversion. Upon formal retirement under the Public Employees Retirement System (PERS) or death, bargaining unit employees shall be eligible to convert accumulated sick leave into pay, in accordance with the following table:

| <u>Years of Service</u> | <u>Percent Received</u> | <u>Not To Exceed</u> |
|---------------------------------|-------------------------|----------------------|
| Twenty (20) to twenty-five (25) | 50% | 960 hours |
| Twenty-six (26) to indefinite | 100% | 1,000 hours |

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

ARTICLE 26 **HEALTH CARE BENEFITS**

Section 26.1. The Employer will provide health care benefits under the Lorain County Health Care Plan, except as provided for in Section 4 of this article, including basic surgical, hospitalization, major medical, dental, vision, and prescription drug coverage, and shall pay the premium cost for said insurance in accordance with Section 4 of this article.

Section 26.2. 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 26.3. 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 26.4. 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. In the case of a premium increase, the Employer shall provide the Union supporting documentation (including any actuarial report prepared for the Board of Commissioners) that an increase is necessary. If the Union disputes the premium increase, the Union may file a grievance directly at Step 3 of the grievance procedure.

Section 26.5. Full-time employees must remain in an active pay status in order to continue to be eligible for Employer paid health care coverage except as provided for in the Family and Medical Leave Act (FMLA) and the Employer's FMLA policy. Employees who are on an approved leave of absence shall be afforded the opportunity to pay for hospitalization, at the existing group rate, for the duration of their leave of absence.

ARTICLE 27
BEREAVEMENT LEAVE

Section 27.1. 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 27.2. For purposes of this article, immediate family shall be defined as mother, father, sister, brother, spouse, child, father-in-law, mother-in-law and grandparents, grandchildren residing within the employee's household, adopted children, and children for whom the employee stands *in loco parentis*.

Section 27.3. 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 25, Section 5 "B."

ARTICLE 28
LIABILITY

Section 28.1. 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 28.2. 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 28.3. 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 28.4. 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 29
HOLIDAYS

Section 29.1.

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

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

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

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

Section 29.2. In the event any of the aforementioned holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event any of the aforementioned holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday.

Section 29.3. Personal Holidays

- A. In addition to the above mentioned holidays, each non-probationary employee in the bargaining unit **who is not assigned to the Civil Division** shall be entitled to four (4) personal holidays as additional days off with pay. Employees who are eligible for all four (4) personal holidays shall be required to schedule two (2) personal holidays during the first six (6)

calendar months of each year and two (2) personal holidays during the second six (6) months of the year. The parties agree that said additional days off with pay shall be scheduled by the Employer upon receiving a written request from the employee fourteen (14) days prior to the beginning of a new schedule period. Scheduling of the employee's personal days off will be based upon the operational needs of the Sheriff's Office. If more employees request the same day off than what the schedule permits, determination of who receives the day off will be made on the basis of classification seniority. Compensation for the additional days off (personal holidays) shall be at straight time and the employee shall be scheduled off for that day.

- B. Non-probationary employees assigned to the Civil Division will have Columbus Day off in lieu of one of the above mentioned personal holidays. In addition, those employees assigned to the Civil Division shall be entitled to three (3) personal holidays as additional days off with pay. Employees who are eligible for the three (3) personal holidays shall be required to schedule one (1) personal holiday during the first six (6) calendar months of each year and one (1) personal holiday during the second six (6) months of the year. The third personal holiday may be scheduled at any time during the year. The parties agree that said additional days off with pay shall be scheduled by the Employer upon receiving a written request from the employee fourteen (14) days prior to the beginning of a new schedule period. Scheduling of the employee's personal days off will be based upon the operational needs of the Sheriff's Office. If more employees request the same day off than what the schedule permits, determination of who receives the day off will be made on the basis of classification seniority. Compensation for the additional days off (personal holidays) shall be at straight time and the employee shall be scheduled off for that day.
- C. Probationary employees shall be credited with one (1) personal holiday after each three (3) months of employment. Thereafter, at the beginning of the calendar year following completion of their probationary period, new employees shall be credited in accordance with the provision above.

Employees who fail to schedule personal days in accordance with this article shall forfeit said personal holidays for that year. Said scheduling will be based upon the operational needs of the Sheriff's Office.

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 29.4. 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 29.5. 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 29.6. 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.

Section 29.7. In the event the Employer decides to assign an employee or employees a holiday off, the following procedures shall apply: the Employer shall post on the bulletin board a notice stating the holiday, the number of employees who will be assigned the day off, and the shift affected. The notice shall be timely and employees wishing the day off shall sign the notice. The Employer will then assign the employee(s) with the most classification seniority receiving the holiday off. If the Employer is unable to obtain the designated number of employees off on the holiday affected in accordance with the procedures above, the Employer shall have the right to assign employees in reverse order of seniority by assignment the holiday off in order to meet its determined staffing levels.

ARTICLE 30 **LONGEVITY**

Section 30.1. 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 30.2. Said payments shall be subject to all applicable deductions as required by law and shall be payable no later than July 30th of each year. 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 30.3. 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 31 **HOURS OF WORK AND OVERTIME**

Section 31.1. The scheduled workweek for full-time employees shall normally consist of forty (40) hours per week, and the scheduled workday shall normally consist of eight (8) hours per day, exclusive of the time allotted for meal periods.

Section 31.2. Employees who are required to work by the Employer more than eighty (80) hours in any fourteen (14) consecutive workday period shall be entitled to overtime compensation at time and one-half (1½) their regular base rate of pay for all hours actually worked in excess of the eighty (80) hour maximum. The Employer shall have the right to change the beginning of the work period provided that such change is intended to be permanent and that the Union is notified forty-eight (48) hours in advance of any such change. No employee shall be compensated for time fifteen (15) minutes prior to or after their regular eight (8) hour shift. Any time worked past fifteen (15) minutes shall be compensated at time and one-half (1½) their regular base rate of pay from the end of their regularly scheduled shift in increments of tenths of an hour.

Section 31.3. The Employer and an affected employee shall mutually agree to adjust the employee's schedule during the work period in order that the total number of hours actually worked does not exceed the eighty (80) hour maximum. However, such adjustment shall not cause any employee to be scheduled to work less than eighty (80) hours per work period or the equivalent of the ratio of forty (40) hours per scheduled workweek during the fourteen (14) day work period, unless the employee agrees to such an adjustment.

Section 31.4. An employee, other than those who are furnished a support car, shall receive overtime pay at the base rate of one and one-half (1½) times the base pay when called in from off duty status for departmental business, court appearances, emergencies, special events, and required schooling, in a minimum amount of three (3) hours. Any amount of time in excess of three (3) hours shall be paid to the nearest tenth (1/10) of an hour.

Section 31.5. Those employees that are furnished a support car by the Sheriff's Office shall receive a minimum of three (3) hours of overtime compensation for off duty appearances as outlined in Section 4. Any time in excess of three (3) hours will be paid to the nearest one-tenth (1/10) of an hour. The above affected employees that have a support car will not be compensated for the first ten (10) minutes of total time involved in any off duty support car activity to or from work or to or from extra duty details. Once the work involvement exceeds ten (10) minutes, any time worked after ten (10) minutes will be paid at one and one-half (1½) times the base rate of pay to the nearest one-tenth (1/10) of an hour. This shall not affect work that is assigned during the employee's normal eight (8) hours of work which takes the employee into overtime past his eight (8) hours of work. The Union recognizes that decision-making authority to utilize or not utilize support cars rests solely with the Sheriff and any such decision or related policy or procedure shall not in any way be subject to the terms of this agreement nor procedure contained herein.

The Employer retains the right to have the employees work for the full three (3) hour period.

Section 31.6. Whenever an employee is temporarily assigned to act in the capacity of a Shift Supervisor for a period of two (2) hours or more, said employee shall be compensated at the pay schedule for the probationary supervisory positions for all hours worked in such position. Such temporary assignment shall be based upon operational needs, ability, and qualifications as determined by the Employer.

Section 31.7. The Union recognizes that those days declared as calamity days by the Lorain County Commissioners are non-applicable to employees of the Lorain County Sheriff's Office.

Section 31.8. Time not worked in violation of the Sheriff's Office's Habitual Absenteeism and Tardiness Policy will be deducted from the eighty (80) hour, fourteen (14) day schedule when computed for overtime compensation. (Example: Tardiness, AWOL, pattern of use, etc.)

Section 31.9. The use of compensatory time shall be with the advance approval of the appropriate supervisory authority. Within an established fourteen (14) day period, any available flex time must be utilized prior to applying for the use of compensatory leave. In the event an employee's balance of compensatory time is in excess of forty (40) hours, all time in excess of forty (40) hours will be paid to the employee in the first paycheck of July of each year.

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

Section 31.10. Employees who are designated by the Sheriff to be in an "on-call" status shall receive a supplement of four (4) hours straight time in consideration for the inconvenience associated with this "on-call" status. These four (4) hours will not be credited as hours worked toward overtime. Employees shall be required to be in an "on-call" status for seven (7) day periods which will coincide with the pay period. Employees who may be unable to fulfill their "on-call" obligations as scheduled shall be obligated to arrange for coverage by a qualified employee. In the event that an employee fails to ensure coverage by a qualified employee for any period of time, said employee may be subjected to disciplinary action.

Section 31.11. Work performed by an employee on any one (1) of the days listed in Section 1 of Article 29 shall be paid at the rate of one and one-half (1½) times the employee's straight time hourly earnings for all hours worked in addition to the holiday earnings, except as indicated below.

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

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

ARTICLE 32
UNIFORMS

Section 32.1. Newly hired employees shall be provided with required uniforms and equipment as determined and approved by the Sheriff.

Section 32.2. Non-probationary employees shall be provided with an annual uniform allowance account as follows.

A. The annual uniform allowance for the classification listed below shall be as follows:

Classification

| | |
|------------------|------------|
| Evidence Officer | \$1,000.00 |
| Patrol Officer | \$1,000.00 |

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

Section 32.3. Patrol Officers assigned to the K-9 unit shall receive an additional allowance of one hundred and fifty dollars (\$150.00) per calendar year for related expenses and equipment involved with such special assignment. Employees receiving such an assignment during the course of the applicable year shall be entitled to the prorated amount of the annual allowance.

Section 32.4. The Employer shall determine the appropriate uniforms and equipment necessary for each classification. It shall be the responsibility of the employee to obtain such appropriate uniforms and equipment and to maintain such items in a professional manner. Upon separation from employment, all equipment purchased by the Employer and any identification insignia on uniforms shall be returned to the Sheriff's Office.

Section 32.5. Personal Property Reimbursement.

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

Personal Property

Maximum Amount of Reimbursement

Time Piece

\$75.00

Eyewear (including contacts)

100% of amount not covered by Eye Care Insurance up to a maximum of \$200.00.

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

ARTICLE 33
COURT LEAVE

Section 33.1. 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 33.2. 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 33.3. 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 34
VACATION LEAVE

Section 34.1. 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:

Length of Service

Vacation

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 34.2. 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 34.3. 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 34.4. 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 34.5. 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 34.6. An employee wishing to change his/her scheduled vacation shall give the Employer two (2) weeks advance notice. All changes after February 1st shall be on a "first come-first served" basis for those unscheduled and available weeks remaining. Any employee requesting vacation time on a "first come-first serve" basis shall make their request at least one (1) week in advance of the date(s) they are requesting. The Employer may waive the one (1) week advance notice if the employee can show that there is a bona fide emergency.

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

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

Section 34.7. 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 34.8. Unless an extension is granted by the Sheriff, in the Sheriff's sole discretion, upon application by an employee for good cause shown, an employee shall forfeit his right to take or to be

paid for any vacation leave to the employee's credit which is in excess of the accrual of two (2) years. Such excess leave shall be eliminated from the employee's leave balance; the employee shall be notified in writing of the number of hours of leave eliminated.

Section 34.9. Days specified as holidays in Article 29 herein shall not be charged to an employee's vacation leave.

Section 34.10. 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 34.11. 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 34.12. 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 35 **MEAL PERIODS**

Section 35.1. Each employee of the Employer shall be entitled during their normal work shift to a thirty (30) minute meal period.

Section 35.2. It is understood and agreed that, because of the nature of the work of the Lorain County Sheriff's Office, employees may be required during emergency situations which require immediate response to have their meal periods interrupted.

ARTICLE 36 **WAGES**

Section 36.1. For the duration of this agreement, the hourly base rates of pay shall be as follows:

| Classification | Probationary Rate | 1st Year Rate | 2nd Year Rate | Maximum Rate |
|-----------------------|------------------------------|--------------------------|--------------------------|-------------------------|
| Evidence Officer | \$19.73 | \$20.97 | \$22.21 | \$23.47 |
| Patrol Officer | \$22.54 | \$23.92 | \$25.31 | \$26.66 |

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.

Section 36.2. Effective the first full pay period following passage of the physical abilities test, bargaining unit employees shall be eligible to receive a physical abilities testing incentive bonus as set forth in Article 39.

ARTICLE 37 **INJURY LEAVE**

Section 37.1. Any employee who becomes unable to perform duties as assigned by the Employer for more than seven (7) days due to a serious physical injury or illness suffered in the course of lawful bona fide law enforcement work may request to be placed on Occupational Injury Leave (OIL) as provided in this article.

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

Section 37.2. 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 37.3. The Employer may, in its discretion, extend an OIL for such additional time as the injury or illness may warrant. The Employer's decision regarding the extension of OIL shall not be subject to the grievance procedure.

Section 37.4. 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 37.5. 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 37.4 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 37.6. 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 37.7. 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 37.8. After each thirty (30) day period that an employee is on OIL, the Employer shall have the right to request medical verification of the employee's injury or illness from his doctor. The Employer shall have the right, at its own expense, to send the employee to a doctor of its own choosing for medical verification of the employee's injury or illness. In the event there is a dispute between the employee's physician and the Employer's doctor, the employee will be sent to a third, neutral doctor whose decision regarding the employee's condition will be final.

Section 37.9. OIL payments will cease upon any of the following events:

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

ARTICLE 38 **LIFE INSURANCE**

Section 38.1. The Employer agrees to continue to provide each employee with a fifty thousand dollar (\$50,000) life insurance policy.

ARTICLE 39
PHYSICAL ABILITIES TESTING

Section 39.1. All employees shall participate in a Physical Abilities Testing program. The Physical Abilities Test shall measure whether employees are physically able to perform the essential functions of their position. The program may be subject to change for valid reasons following official notification to the LCDA. Employees who refuse to participate in any part of the Physical Abilities Testing program (other than due to a medical exemption) may be subject to disciplinary action.

Section 39.2. The Employer shall comply with the Americans With Disabilities Act (ADA), and shall defend, indemnify, and hold harmless the LCDA, and its agents, officers, representatives, and members against any and all claims and/or costs arising from or in any way related to the implementation and enforcement of Physical Abilities Testing, specifically including, but not limited to, any cost arising from an action in any court or administrative agency. This section shall not apply to any action brought by the LCDA.

Section 39.3. Employees shall be notified in writing of their Physical Abilities Test score upon completion of the test or as soon thereafter as is practical. Employees who successfully complete the Physical Abilities Test, shall receive an incentive bonus in the amount of \$750.00.

Section 39.4. An employee who is exempt under Section 7 below, or for any other reason set forth in this article, shall be required to engage in a fitness program, provided such program is approved by the employee's physician.

Section 39.5. All employees shall be tested once each year. This does not include any retests that an employee shall be required to complete in accordance with this article. The Employer shall schedule all test dates.

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

Section 39.6. Physical Abilities Test performance scores shall not be used as a criteria for promotions or special assignments, except in cases where it is reasonably determined that the candidate must possess a unique physical standard that is germane to that position.

Section 39.7. An employee may provide the Employer with a written statement from a licensed physician stating that participation in all or any part of the Physical Abilities Test will be detrimental to the employee's health. In such cases, the employee shall not be required to participate in the prohibited part(s) of the Physical Abilities Testing procedures except as hereinafter provided.

Section 39.8. An employee requesting an exemption from all or any part of the Physical Abilities Test, by providing a written statement from a licensed physician, may at the sole discretion of the Employer, be required to submit to a physical examination by a licensed physician selected by the Employer, at the Employer's expense. In the event that there is disagreement between the physician selected by the employee and the physician selected by the Employer as to whether participation by the employee in all or any part of the Physical Abilities Test will be detrimental to the employee's health, at the option of the Employer, another licensed physician shall be selected by agreement of the Employer and the employee to make a determination as to whether participation by the employee in all or any part of the Physical Abilities Test will be detrimental to the employee's health. The cost of this determination shall be shared by the Employer and the employee. The decision of the physician so selected by the Employer and the employee shall be binding upon the parties as to whether the employee shall be required to participate in the Physical Abilities Test.

Section 39.9. An employee who is temporarily unable to perform the essential functions of the position with a reasonable accommodation may be placed on leave.

Section 39.10. An employee who is exempted from all or any part of the Physical Abilities Test shall, upon request from the Employer, give the Employer a medical information release authorization which will allow the Employer to obtain information from the licensed physician issuing the written statement describing the medical or physical condition of the employee, and how such condition relates to the Physical Abilities Test, or any particular part of the test, in such a way as to make participation in the test, or any part thereof, detrimental to the employee's health. All information received by the Employer shall be confidential and maintained separately from the employee's personnel file.

Section 39.11. Employees shall provide the Employer a medical clearance from the employee's physician on a form provided by the Employer. The form shall be updated not less than every two (2) years. The form shall describe the tests the employee will be required to undergo.

Section 39.12. During the testing process, any employee who exhibits or complains of any condition which suggests that further participation in the testing process may be detrimental to the employee's health shall not be required or permitted to continue in the testing process. The Employer, at the Employer's sole discretion, or at the request of the employee, may transport the employee to a licensed physician or emergency care facility for immediate attention, or if immediate attention is not deemed necessary, the Employer may require the employee to provide a new medical clearance. The cost of any emergency or immediate medical attention shall be paid by the Employer.

Section 39.13. An employee who fails to achieve a satisfactory level of physical fitness may be subject to administrative action. An employee shall be deemed physically fit for his position if the employee achieves the minimum passing score on the test adopted by the Employer as part of the Physical Abilities Testing program. The Employer may deem an employee unfit for duty for physical reasons if the employee does not achieve the minimum passing score on the test at the conclusion of the retest periods set forth below.

Section 39.14. After the first failure to achieve a minimum passing score on the Physical Abilities Test, an employee shall be retested again after ninety (90) days. However, an employee may, fifteen (15) or more days after the first failure, submit to the Employer a written request to be retested. An employee who makes such request shall be retested within fourteen (14) days after the written request is submitted to the Employer. An employee passing a mandatory or requested retest shall not be tested again until the next regularly scheduled test for that employee. An employee who fails a retest which the employee requested shall not be subject to administrative action because of such failure.

Section 39.15. An employee who fails the first required retest shall be issued a counseling letter suggesting how the employee could improve test performance, and shall be retested again after sixty (60) days. An employee failing a second retest shall be issued a warning letter advising the employee that, should the employee fail the next scheduled retest, the employee may be deemed unfit for duty for physical reasons and may be separated from service.

Section 39.16. Counseling letters and written warnings received for a failed Physical Abilities Test shall not be recorded as disciplinary action. These entries shall be recorded only as notices to the employee and shall not be used as part of any future progressive discipline.

Section 39.17. An employee receiving a written warning after failing the second retest shall be retested not less than thirty (30) days later. If the employee fails to pass the Physical Abilities Test after the thirty (30) day period, the employee may be deemed by the Employer to be physically unfit to perform the duties of his position and may be separated from service for physical ability reasons.

Section 39.18. Notwithstanding any other provision of this article, nothing shall restrict the right of the Employer to remove an employee from employment if the employee is unable to perform the essential functions of the position, with or without reasonable accommodation. The separation of any employee for physical ability reasons shall be subject to the grievance and arbitration procedure set forth in this agreement.

ARTICLE 40

SUBSTANCE ABUSE TESTING

Section 40.1. Drug testing for the illegal use of drugs may be conducted, based upon reasonable suspicion, upon return to duty, on a follow-up basis, whenever a serious injury occurs at work, and randomly, as set forth in this article. Only the Sheriff, or in his absence a Chief Deputy or Captain, shall order employees to submit to random drug testing. A Chief Deputy, Captain, or Lieutenant may order reasonable suspicion drug testing when the Sheriff is unavailable.

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

Section 40.2. All drug tests shall be conducted by laboratories certified by a Department of Health & Human Services (DHHS) recognized certification program. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody and control and split sample collection and testing.

Section 40.3. The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory drug test result is positive shall have the right to request a certified copy of the testing results in which the laboratory shall affirm that the test results were obtained using professionally recognized testing methods. The employee shall provide a signed release for disclosure of any and all testing results to the Employer. The Employer shall not disclose the testing results without the consent of the employee, except as otherwise required by a court order, or as necessary to defend any disciplinary action taken against the employee as the result of a positive test.

Section 40.4.

- A. 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.
- B. In the event the confirmatory test confirms the results of the first test, the Employer will proceed with sanctions as set forth in this article.
- C. In the event the initial and confirmatory test results are positive, the employee is entitled to have the split sample tested in the manner prescribed above at the employee's expense. The results of this test shall be determinative, except in those instances where the first test and confirmatory test indicated the presence of adulterant(s).

Section 40.5. If the above drug testing produces a positive result, the employee will be subject to disciplinary action, up to and including termination.

Section 40.6. An employee who, prior to being called to submit to a test, voluntarily admits a substance abuse problem, may request to use sick time, compensatory time, or vacation leave in order to complete a voluntary rehabilitation program. If no such leave time is available, the employee may request to be placed on disability leave without pay for the period of the rehabilitation program. Upon completion of such program, as certified by a substance abuse professional, and upon receiving results from a return-to-duty test demonstrating that the employee is no longer under the influence of controlled substances, the employee will be returned to his former position.

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

Section 40.7. If an employee refuses to cooperate with the testing procedure, adulterates his sample, or attempts to adulterate his sample, the employee will be subject to disciplinary action, up to and

including termination.

Section 40.8. The cost of drug screening and confirmatory tests shall be borne by the Employer, except any test initiated at the request of the employee shall be at the expense of such employee. The cost of any return-to-duty tests shall also be at the expense of the employee. All records pertaining to drug test results shall be kept in a confidential manner, except as otherwise required by law.

Section 40.9. Random drug testing may be conducted by the Employer no more than four (4) times each calendar year. No more than twenty-five percent (25%) of the bargaining unit shall be randomly tested during any one testing period. Selection of those employees to be randomly tested shall be by lottery conducted by the testing laboratory.

Section 40.10. Nothing contained in this article shall be construed as a waiver of the Union's right to appeal any disciplinary action imposed pursuant to this article.

ARTICLE 41 **NONDISCRIMINATION**

Section 41.1. The provisions of this agreement shall be applied equally to all bargaining unit employees without discrimination as to age, sex, marital status, race, color, national origin, handicap, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the agreement.

Section 41.2. The Employer and the LCDA agree not to interfere with the desire of any person to become or remain a member of the LCDA.

Section 41.3. All references to employees in this Agreement designate both sexes, and wherever a male gender pronoun is used, it shall be construed to include male and female employees.

ARTICLE 42 **SERVICE WEAPON**

Section 42.1. Upon his retirement from the Lorain County Sheriff's Office, any employee covered by this agreement may purchase his or her service weapon from the Employer for the cost of twenty-five dollars (\$25.00), provided the employee retires on a full service pension or through a disability pension governed by the rules of the Public Employees Retirement System (LE). However, the employee is not eligible to purchase said weapon if the retirement is based on a mental condition or a mental disability. The Employer agrees to furnish the retired employee with two (2) magazines as permitted by law.

ARTICLE 43
DURATION OF AGREEMENT

Section 43.1.

- A. This Agreement covers the period of November 1, 2010, through October 31, 2013, and shall become effective as of the date of execution. It shall remain in full force and effect until October 31, 2013, unless otherwise terminated as provided herein.

- B. If either party desires to modify, amend, or terminate this agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date, of this agreement. Such notice shall be by certified mail with return receipt. 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 14 and 15 of this agreement.

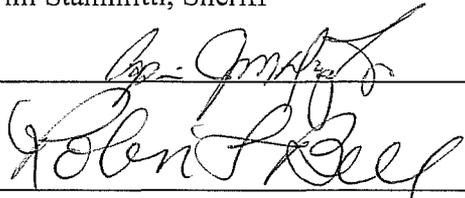
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and signed by their duly authorized representatives this 4th day of November, 2011.

**FOR THE LORAIN COUNTY
SHERIFF**



Phil Stammitti, Sheriff

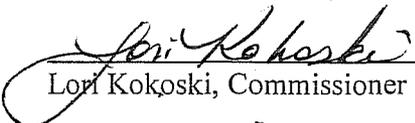


Robin Bell, Consultant

LORAIN COUNTY COMMISSIONERS



Ted Kalo, Commissioner

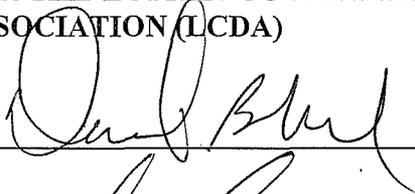


Lori Kokoski, Commissioner



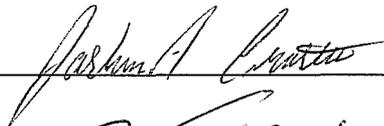
Tom Williams, Commissioner

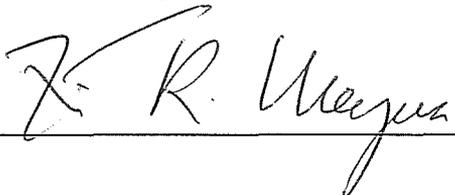
**FOR THE LORAIN COUNTY DEPUTY
ASSOCIATION (LCDA)**



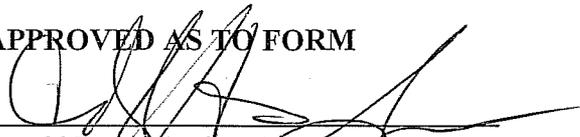








APPROVED AS TO FORM



Gerald Innes, Assistant Co. Prosecutor

APPENDIX A
UNION REPRESENTATIVE TIME FORM

Union Official's Name _____

Work Area _____

Date _____ Grievance No. _____

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

Attend Meeting With The Employer

Process Grievance

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

Attend Disciplinary Conference

Began _____ a.m.
Ended _____ p.m.

Supervisor Or Manager

Steward

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

APPENDIX B
LCDA AGENCY FEE PAYER OBJECTION POLICY

The Lorain County Deputy Association (LCDA) has approved the following policy governing objections by LCDA-represented public employee non-member agency fee payers to expenditure of their service fees for purposes not related to the costs of exclusive representation.

1. The service fee chargeable to non-member agency fee payers in the unit(s) to which this policy applies shall be an amount determined in accordance with this policy. Such amount shall be calculated as a percentage of the Union dues and fees uniformly charged as membership dues for LCDA members in the same bargaining unit.
2. The LCDA's fiscal year is the calendar year. The LCDA fee year shall run from May 1 to May 1 of the following calendar year.
3. At the end of each year, the LCDA's expenditures shall be reviewed in order to establish, on a pro rata basis, what portion of LCDA expenditures were expended on matters related to the costs of exclusive representation (the "chargeable amount"). The LCDA will then prepare, by the 15th of April following the close of each fiscal year, a report setting forth the results of this review with respect to that previous fiscal year (the "report"). The methods of determining the chargeable amount and the allocation of LCDA expenditures contained in the report will be verified by a certified public accountant. Such report will thereafter be mailed by the LCDA to the last known address of each non-member agency fee payer to which this policy applies.
4. Each May 1, the service fee charged to non-member agency fee payers will be determined for the fee year commencing on that day. The service fee so charged will be equal to that portion of Union dues determined to be the chargeable amount as described in Paragraph 3 of the policy.
5. Any non-member agency fee payer who claims that the chargeable amount determined in the report was not properly calculated or was not in accordance with the standard set forth in Paragraph 3 of this policy may object to the LCDA's determination of the chargeable amount reflected in the report. Such an objection shall be commenced by filing such objection in writing with: Lorain County Deputy Association, Elyria, Ohio. Any such objection must be filed no later than the 30th day of May following issuance of the report required by Paragraph 3 of this policy. The objection shall state the basis for the claim that the chargeable amount as set forth in the report is not in accord with the standard set forth in Paragraph 3 of this policy.
6. All objections filed pursuant to Paragraph 5 of this policy will be referred to an impartial decision-maker. Until further notice, all such appeals shall be referred by the LCDA to the

APPENDIX B
LCDA AGENCY FEE PAYER OBJECTION POLICY
(Continued)

American Arbitration Association (“AAA”), pursuant to its “Rules for Impartial Determination of Union Fees Effective June 1, 1986.” The LCDA will have the authority to have any or all such appeals consolidated before the impartial decision-maker selected by the AAA. The impartial decision-maker shall issue his or her determination as to the appeals

within sixty (60) days of the filing of the last appeal so consolidated. The impartial decision-maker's jurisdiction shall be limited to determining whether the chargeable amount determined by the LCDA with respect to the appellants is in accord with the standard set forth in Paragraph 3 of this policy. The determination of the impartial decision-maker shall be final and binding.

7. Immediately upon receiving any objection pursuant to Paragraph 5 of this policy, the LCDA will deposit an amount of money equal to the service fees to be charged during that fee year to the objecting non-member agency fee payer in an interest-bearing escrow account maintained by Lorain National Bank.
8. For the purposes of this policy, “file,” “filing,” and/or “filed” means receipt by the recipient designated herein, after mailing by first class mail.
9. LCDA reserves the right to further amend or modify this policy, as it deems appropriate, to comply with then-applicable law, or to terminate this policy, if permitted by then-applicable law.

**APPENDIX C
GRIEVANCE FORM
(Continued)**

APPEAL TO STEP 2 (DIVISION COMMANDER)

Date _____ Grievance No. _____

Employee (Grievant) _____ Division _____

Grievance first discussed with _____ Date and Time _____

Date of Supervisor's Answer _____ Copy Attached _____

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 (Division Commander) _____

Division Commander _____ Date _____

Answer is Accepted _____ Date _____

**APPENDIX C
GRIEVANCE FORM
(Continued)**

APPEAL TO STEP 3 (SHERIFF)

Appealed by _____ Date _____

Received by _____ Date _____

Date of Meeting _____ Time _____ Place _____

Answer of Sheriff _____

Sheriff _____ Date _____

Answer is Accepted _____ Date _____

APPEAL TO STEP 4 (ARBITRATION)

Appealed by _____ Date _____

Received by _____ Date _____

APPENDIX 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 Office and has filed a claim for Workers' Compensation, said injury having occurred on or about _____, and the claim being numbered _____, and

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

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

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

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

Lorain County Sheriff

Employee

Date _____

**SIDE AGREEMENT
VACATION BONUS**

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

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

Such vacation bonus shall be in addition to the vacation leave identified in Article 34 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 34, Sections 5 and 6.

LORAIN COUNTY SHERIFF

**LORAIN COUNTY DEPUTY
ASSOCIATION**

DATE SIGNED _____

DATE SIGNED _____

SIDE LETTER AGREEMENT
BODY ARMOR

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

LORAIN COUNTY SHERIFF

DATE SIGNED _____

**LORAIN COUNTY DEPUTY
ASSOCIATION**

DATE SIGNED _____

SIDE LETTER AGREEMENT
TRAINING OFFICER

The parties agree that the existing field training officer program as issued on March 27, 1998, be continued for the duration of the contract provided that paragraph number three of the published program shall read as follows:

Those officers selected to as field training officers shall receive an additional one dollar (\$1.00) per hour for each hour they actually serve in the capacity of a field training officer.

LORAIN COUNTY SHERIFF

**LORAIN COUNTY DEPUTY
ASSOCIATION**

DATE SIGNED _____

DATE SIGNED _____

LETTER OF INTENT AND UNDERSTANDING
GRIEVANCE PROCEDURE

The Lorain County Sheriff's Office and the LCDA agree to the following procedures that supplement and modify Section 18.8, Grievance Procedure, of the collective bargaining agreement.

1. In the event the parties must select an arbitrator to resolve a grievance, each party will prepare a list of seven (7) arbitrators and will present such list to the other party.
2. If there is more than one (1) name which appears on both lists, the parties will select the arbitrator from those names which appear on both lists through the use of the alternate strike method. If there is only one (1) name that appears on both lists, such person shall be considered the arbitrator.
3. If the above procedure fails to produce an arbitrator, each party will prepare a second list and will repeat the procedure. This process will be completed within ten (10) calendar days after the LCDA notifies the Employer, in writing, of its intent to seek arbitration over the unresolved grievance. If the above procedure fails a second time, the parties will select an arbitrator from a list provided by the American Arbitration Association (AAA) in accordance with Section 4 of this letter.
4. Within ten (10) calendar days after the Employer's receipt of a request to arbitrate, the AAA shall be jointly requested to submit a panel list of seven (7) arbitrators. The parties will request, if possible, that such arbitrators be members of the National Academy of Arbitrators and residents of the State of Ohio. The parties shall select the arbitrator in accordance with the rules of the AAA.
5. The remainder of Article 18 of the labor agreement will remain unchanged.

LORAIN COUNTY SHERIFF

**LORAIN COUNTY DEPUTY
ASSOCIATION**

DATE SIGNED _____

DATE SIGNED _____

**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 8, Seniority | ORC 124.321 – 123.328 |
| Article 9, Layoff and Recall | ORC 124.321 – 124.328 |
| Article 10, Probationary Periods | ORC 124.27 |
| Article 11, Job Vacancy | ORC 124.27 – 124.32 |
| Article 16, Corrective Action | ORC 124.34 |
| Article 18, Leave of Absence | ORC 124.382 |
| Article 19, Disability Leave | ORC 124.385; OAC 123: 1-34-01 |
| Article 24, Sick Leave | ORC 124.38; 124.382 – 124.39 |
| Article 28, Holidays | ORC 325.19 |
| Article 30, Hours of Work/Overtime | ORC 4111.03 |
| Article 32, Court Leave | OAC 123: 1-34-03 |
| Article 33, Vacation Leave | ORC 325.19, 9.44 |

LORAIN COUNTY SHERIFF

**LORAIN COUNTY DEPUTY
ASSOCIATION**

DATE SIGNED _____

DATE SIGNED _____

**SIDE AGREEMENT
SCHEDULING**

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

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

LORAIN COUNTY SHERIFF

**LORAIN COUNTY DEPUTY
ASSOCIATION**

DATE SIGNED _____

DATE SIGNED _____

LETTER OF UNDERSTANDING
PHYSICAL ABILITIES TESTING

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

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

Section 2. Should either party to the agreement have concerns with regard to the test being conducted or the passage requirements, the parties agree to address the issue in good faith in a labor management meeting.

LORAIN COUNTY SHERIFF

**LORAIN COUNTY DEPUTY
ASSOCIATION**

DATE SIGNED _____

DATE SIGNED _____