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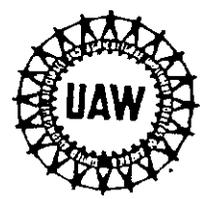


Agreement Between

Lucas County Sheriff's Office

AND

Lucas County Sheriff's Non-Command Officers Unit Local 3056, UAW



January 1, 2012 – December 31, 2014

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In each instance where notice is provided to the parties as required or permitted by this Agreement, such notice to the Employer shall be addressed to the attention of the Sheriff and Director of Internal Affairs, 1622 Spielbusch Avenue, Toledo, Ohio 43604. Notice to the Union shall be addressed to the Bargaining Unit Chairperson at his location of employment and the UAW International Representative at 1691 Woodlands Dr., Maumee, Ohio 43537.	39
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AGREEMENT

This Agreement entered into this 1st day of January, 2009 by and between the Sheriff of Lucas County, Ohio, (hereinafter referred to as "Office"), and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, and its affiliated Local Union 3056, (hereinafter referred to as the "Union").

The parties hereto in consideration of the promises and agreements herein set forth, and considering their mutual interest and their desire to stabilize employment, facilitate the operation of the Sheriff's Office in an efficient manner, to establish an orderly procedure for the settlement of differences between the Office and the Employees, and to secure a closer and more harmonious relationship between themselves, do hereby promise and agree as follows:

ARTICLE I

RECOGNITION

Section 1. Recognition

The Sheriff of Lucas County recognizes the Union as the sole and exclusive bargaining representative for the Non-Command Unit Employees in the Lucas County Sheriff's Office, with respect to classification, compensation, hours, and working conditions and other terms and conditions of employment. The term (Employee) refers to employees of the Office including all full-time Clerk Typists, Clerk I, Clerk II, Dispatcher/Clerk III, Maintenance (Sanitation) Workers, Counselors, Processor Servers, Deputy Sheriffs and Corrections Officers.

The parties of this Agreement agree that part-time employees can be utilized as mutually agreed upon by the parties. Regular part-time employees will be included in the bargaining unit.

Section 2. Non-Discrimination

The parties to this Agreement agree that they shall not discriminate against any persons because of race, creed, color, sex, age, marital status, physical or mental handicap, national origin or political affiliation. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include both male and female employees.

The Office agrees not to interfere with the rights of employees to become members of the Union and there shall be no discrimination, interference, restraint, or coercion by the Office or the Office representative against any employee activity in an official capacity on behalf of the Union, when the action is in accordance with this Agreement.

The Union agrees not to intimidate or coerce any employee in an effort to recruit membership for the Union.

Section 3. Dues/Fair Share Fee Deduction

All employees covered by the Agreement shall after thirty (30) calendar days for employment, become and remain members of the Union in good standing; or, in the alternative, an employee shall after thirty (30) calendar days of employment pay a fair share fee to the Union, which shall not exceed dues paid by members of the Union who are covered by the agreement.

The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. Deduction of the fair share fees and payment to the Union shall be made in accordance with regular dues deductions as provided in Section 4. The parties agree that all sums deducted under this section are deducted through the County Auditor's Office. The parties agree that the Office shall not be responsible for conditions in the County Auditor's Office that cause delay.

The Union assumes the risk of liability for all damages that may arise from the withholding of fair share fees and shall save and hold the Office harmless from all claims resulting there from.

Section 4. Dues Check Off

In accordance with applicable law and with an employee's signed voluntary authorization, the Office will deduct, on and after the thirtieth (30th) day of employment, in the amounts designated by the Union, from the wages of such an employee the initiation fees and monthly dues uniformly required. The Union shall be responsible for securing such a legal authorization from each such employee. The deductions will be made from the payroll checks in equal installments on a bi-weekly basis. The deductions and a check-off list setting forth the names and the amounts of the deductions will be forwarded to the Union during the week following the issuance of each of the payroll checks. The parties agree that all sums deducted under this section are deducted through the County Auditor's Office. The parties agree that the Office shall not be responsible for conditions in the County Auditor's Office that cause delay.

The Union assumes the risk or liability for all damages that may arise from the withholding of Union dues and assessments and shall save and hold the Office harmless from all claims resulting there from.

Section 5. Check off of Contributions of UAW-V-CAP

During the life of this Agreement, the Office agrees to deduct from the pay of each employee voluntary contributions to UAW-V-CAP, provided that such employee executes or has executed an Authorization for Assignment and Check Off of Contributions to UAW V-CAP form. The Union shall be responsible for securing such a legal authorization from each such employee. Deductions shall be made only in accordance with the provisions and in the amounts designated on the V-CAP form. A properly executed V-CAP form delivered to and on file with the Office shall be a prerequisite and precondition of such deductions. The deductions will be made from the payroll checks in equal installments on a bi-weekly basis. The deductions and a list setting forth the names and the amounts of the deductions will be forwarded to the Union during the week following the issuance of each of the payroll checks. The parties agree that all sums deducted under this section are deducted through the County Auditor's Office. The parties agree that the Office shall not be responsible for conditions in the County Auditor's Office that cause delay.

The Union assumes the risk or liability for all damages that may arise from the withholding of Union dues and assessments and shall save and hold the Office harmless from all claims resulting there from.

Section 6. Probationary Period

The probationary period for a new employee hired as a correction officer shall be for three hundred sixty-five (365) calendar days and shall begin upon being hired by the Office. The probationary period for a new employee hired for any position other than correction officer shall be three hundred sixty-five (365) calendar days and shall begin upon being hired by the Office. After the probationary period is completed, the employee shall be placed on the Office seniority list and his/her seniority date shall be retroactive to his/her original date of employment. After the first thirty (30) days of the probationary period, employees are entitled to the rights provided in the collective bargaining agreement except that employees do not have the right to grieve or otherwise challenge or appeal discipline or termination. Employees who are transferred or promoted within the Office must also serve a one hundred twenty (120) calendar day probationary period of the assignment. If an employee does not successfully complete the probationary period in the new position, he/she will return to his/her prior job section, if possible, with no loss of original wages or benefits. All employees affected by this change will also return to their prior job section with no loss of status.

In the case of a probationary period for employees who are promoted or transferred, the Sheriff, upon a review of an unsuccessful evaluation of the employee, may extend the probationary period an additional one hundred twenty (120) calendar days. This is in addition to the Sheriff's right to remove the employee from that position for proper cause and with a letter of explanation, a copy of which shall be provided to the Union.

ARTICLE II

MANAGEMENT RIGHTS

Subject to the provisions of this Agreement and applicable law, the Sheriff shall have the right to manage and direct the working forces, establish classifications for all positions subject to the approval of the State Department of Personnel, introduce new methods into the work force, hire and lay off employees, assign and distribute overtime, fix standards of quality and quantity of work to be done, determine job content and discipline employees for proper cause.

ARTICLE III

UNION REPRESENTATION

Section 1: Bargaining Committee

The Union shall designate nine (9) members of a Bargaining Committee from among employees in the Non-Command bargaining unit. The Bargaining Committee shall consist of one (1) Chairperson

and eight (8) Bargaining Committee members who shall be designated for the relevant sections as follows:

- A. Booking: one (1) Bargaining Committee Member;
- B. Inmate Services: one (1) Bargaining Committee Member;
- C. Lucas County Corrections Center (also referred to as Jail): three (3) Bargaining Committee Members, one (1) per shift;
- D. Field Operations: one (1) Bargaining Committee Member, representing the following classifications: Road Deputies, Detective Bureau, CSEA, and Unit 32;
- E. Dispatchers/Call-takers and Clerks: one (1) Bargaining Committee Member; and
- F. Administrative Services/Transportation, Municipal Courts, Common Pleas Court/Transportation, Juvenile Justice Center and Process Servers: one (1) Bargaining Committee Member.

The Union may designate one (1) alternate representative for each section to act in the absence of the representative. The Office agrees to release, with pay, all appropriate members of the Bargaining Committee when they meet with the Office for the purpose of administering or modifying this Agreement and when they meet with the Office for other Union business. The Union shall notify the Sheriff of the names of the Bargaining Committee as they are elected. It is further understood that the appropriate Bargaining Committee member(s) shall be relieved to attend a hearing. The Chairperson shall be assigned to 1st shift. The Chairperson shall be granted release time reasonably necessary to administer the Agreement. Release time shall be paid at the Chairperson's regular rate of pay.

Section 2. Stewards

The Office will recognize Non-Command employees designated by the Union as Stewards for employees in the bargaining unit for the purpose of processing grievances and attending meetings in accordance with the provisions of the grievance procedure contained herein. The Union may designate one (1) alternate representative for each section to act in the absence of the representative. While performing on shift duties as stewards, the employees shall receive their regular rate of pay. Stewards shall be designated for the relevant sections as follows:

- A. Booking: one (1) steward;
- B. Inmate Services: one (1) steward;
- C. Lucas County Corrections Center (also referred to as Jail): three (3) stewards, one (1) steward per shift;
- D. Field Operations: one (1) steward, representing the following classifications: Road Deputies, Detective Bureau, CSEA, and Unit 32;
- E. Dispatchers/Call-takers: one (1) steward;
- F. Clerks: one (1) steward; and
- G. Administrative Services/Transportation: three (3) stewards, one (1) steward representing the employees at Municipal Court, one (1) steward representing the employees in Common Pleas Court/Transportation, and Process Servers one (1) steward representing the employees at the Juvenile Justice Center.

Section 3. Prior Approval and Non-Discrimination

The Committee Chair, Committee Members and Stewards must obtain prior approval from their Sergeant or other direct supervisor before leaving assigned duties to conduct Union business. Leaving assigned duties without approval or abuse of release time may result in disciplinary action. The Office shall not discriminate in any manner against any member of the Bargaining Committee or Steward for the performance of any Union duties or attempt to resolve contractual disputes. Such Committee Person or Steward shall not be intimidated, coerced, harassed, or be denied an opportunity for Office advancement as a result of his/her role within the Union.

ARTICLE IV

EMPLOYEE'S BILL OF RIGHTS

- A. An employee has the right to the presence of counsel and/or a representative of his/her recognized bargaining unit, and the right to cross examination of witness's at all disciplinary hearings before the employee's disciplinary board and the Sheriff or his designated representative. An employee has the right to a representative of his recognized bargaining unit if it is reasonable foreseeable that an employee may face disciplinary charges whether the Office intends to charge the employee or not.
- B. An employee who is to be questioned as a suspect in any investigation of any criminal charge against him shall be advised of his constitutional rights before any questioning starts.
- C. Before an employee may be charged with any violation of the Office Rules and Regulations for a refusal to answer questions or participate in an investigation, he/she shall be advised that his/her refusal to answer such questions or participate in such investigation may be made the basis of such a charge and shall have an opportunity to consult with a union representative.
- D. Any interrogation, questioning or interview shall be conducted at a reasonable hour, if possible, while the employee is working. Interrogation sessions shall be for reasonable periods of time and time shall be allowed during the questioning for rest periods or for other physical necessities. Employees may, at their request, have an attorney present during questioning by internal affairs.
- E. The employee shall be informed of the nature of the investigation prior to any questioning.
- F. When a ~~single anonymous complaint~~ is made against an employee and there is no corroborative evidence of any kind, the employee accused shall not be required to submit to interrogation.
- G. There shall be no press release by the Lucas County Sheriff's Office or the Union regarding the employee under investigation until the investigation is completed and the employee is either cleared or charged.
- H. When an employee suspected of a violation is being interrogated in an Internal Affairs investigation, such interrogation shall be recorded at the request of either party.
- I. An employee who has been charged with a violation of any Office policies or Rules and Regulations shall upon request be provided the opportunity to inspect and obtain copies of his or her

transcripts, recordings, written statements and any other materials as condition to its use at a hearing on such charge. Such request must be made forty-eight (48) hours prior to the scheduled hearing time. However, the forty-eight (48) hour provision may be waived in the event of extenuating circumstances.

J. No hearing that may result in dismissal, demotion, suspension or reprimand shall be held unless the employee is notified of the hearing and the reasons for it at least seven (7) calendar days prior thereto.

K. Any evidence obtained in the course of internal investigation through the use of administrative pressures, threats or promises made to the employee shall not be used in any subsequent criminal court action.

L. In the course of an Internal Affairs Investigation, substantial corroborative evidence must exist to warrant giving an employee a polygraph examination. Such examination is voluntary. If in the course of an internal investigation an employee has been given a polygraph examination, such examination shall not be used in any subsequent criminal court action.

M. When an employee is to be interviewed in an investigation of any other member of the Sheriff's Office, such interview shall be conducted in accordance with the procedure established herein.

N. If the rights of the employee who is under investigation as provided herein have been violated, the violation of procedure shall be subject to the grievance procedure.

ARTICLE V

EMPLOYEE DISCIPLINE

Section 1. Disciplinary Action Defined

An employee may be disciplined for just cause. The Office agrees to abide by the following guidelines in the disciplinary policy:

- A. The Performance Evaluation is a primary tool among several methods in gauging employee functioning. Any behavior which may result in disciplinary action may be brought to the attention of both the employee and the administration during the evaluation procedure, while giving him/her the opportunity to tell his/her side of the story under the "comments" section of the evaluation.
- B. The Warning is the first level of discipline. This is a written statement to the employee that certain specified behavior is unsatisfactory and if continued would be subject to further disciplinary action.
- C. The Reprimand is for the employee who has failed to heed a previous warning or warnings, or whose offense warrants this level of discipline. A copy of the reprimand is placed in the personnel file and becomes part of the permanent work record.
- D. Demotion can be used when an employee who has been disciplined for just cause.

- E. The Suspension is subject to appeal through the grievance procedure as set forth in Section 6.
- F. The Fine is the reduction of future accruals of earned vacation time. Fines may only be imposed with the employee's agreement and are not subject to appeal.
- G. Dismissal is the ultimate disciplinary measure provided by the Ohio Revised Code and is subject to appeal through the grievance procedure as set forth in Section 6.

Section 2. Employee Representation

No employee shall be disciplined without a hearing by the Lucas County Sheriff or Designee. At this hearing, the employee shall have the right to be represented by the Union.

Section 3. Internal Affairs/Review Board

Formal complaints which may result in disciplinary action may be filed against the employee. Complaints must be made within five (5) calendar days from the Office's knowledge of the alleged infraction. Any complaint filed against an employee must be investigated and reviewed by the Internal Affairs Bureau ("IA"). Upon reviewing the complaint(s), the IA shall make a determination of whether the complaint(s) is valid or invalid within thirty (30) calendar days. Failure to act within thirty (30) calendar days shall void the complaint. Any investigation of the employee shall be conducted during that employee's shift, or he/she shall be compensated for a minimum of two hours recall pay or the amount of time spent, whichever is greater. The Union will be notified in writing of such cases if the employee has been informed by IA that he/she is being investigated.

Any employee may elect a Review Board hearing regarding any formal charges. The Review Board shall consist of three (3) permanent members: one (1) member selected by the Administration (as Chairman), one (1) member selected by the Union, and a third (3rd) member chosen by the other two (2) members. This Board shall serve for a period of one (1) year and meet on a regular day each month and/or as necessary as determined by the Chairman.

The guidelines established by the Review Board must meet the approval of the Sheriff. A Review Board hearing shall be conducted on the written request of the charged employee. For purposes of this section, "working days" shall be construed as a work week of Monday through Friday. Either party (Union or Administration) may request a continuance of the hearing for just cause, provided such request is formally received at least twenty-four (24) hours prior to the scheduled hearing. For purposes of this section "working hours" shall be construed as 0800 hours through 1600 hours, Monday through Friday. In the event of a last minute emergency with just cause, a continuance must be mutually agreed upon by both parties (Chairman and Union Representative) and shall become a part of the formal written record of the hearing.

Upon completion of the investigation by the Internal Affairs Bureau, the findings shall be presented to the Sheriff and /or the appropriate hearing officer in writing. No employee shall be disciplined before he/she is afforded the opportunity to present the charges to the Review Board. Reassignment without a reduction in pay and removal with pay shall not be considered discipline.

Section 4. Relief From Duty

No employee shall be relieved from duty without first being afforded a hearing as provided in Article V, Section III, except where it is immediately necessary to relieve the employee from duty for the safety and welfare of the community, other Office employees or those persons placed in charge of said employee. Any employee may also be immediately relieved from duty to preserve the good order and discipline of the Lucas County Sheriff's Office. Should it become necessary to relieve an employee from duty, it shall be done only by the highest sectional command Officer available. This shall be followed by the immediate notification of the employee's division head or designee.

Any employee's relief from duty must be documented in writing and forwarded to that employee's division head or designee within twenty-four (24) working hours of said Administrative action. The division head or his designee must notify the Union in writing, pursuant to Article 23, Section 9, by the next business day of the employee's relief from duty. Any employee relieved from duty shall remain under that status until notified to return to duty by that employee's division head or their designees. Any employee in this status shall incur no loss of pay during this period.

Section 5. Counseling Sessions

Any employee determined to be improperly performing some facet of his/her duties and/or responsibilities may be counseled by his/her superior(s). This session shall indicate to the employee exactly what is not acceptable, why such action is not acceptable, and exactly what action is acceptable. Such sessions shall be documented and signed by both parties (Employee and Command). Any employee who has been counseled is entitled to a copy of the signed documentation upon request and may respond in writing if he/she disagrees with the counseling report.

Counseling sessions shall primarily be used as a basis for job evaluations and/or successful completion of a probationary period. Such sessions shall be used to advise, suggest and recommend and shall not be considered as a form of disciplinary action effecting any employee's personnel work record.

Section 6. Use of Discretion

Should a Command Officer deem it necessary to correct or counsel an employee of the Lucas County Sheriff's Office, it shall be done with discretion in a manner as not to cause public embarrassment to the employee.

Section 7. Appeal of Disciplinary Action

The review Board shall make recommendations as to whether discipline is warranted in each case. The matter shall then be referred to the Sheriff and/or appropriate hearing officer for final disposition. In the event the Sheriff and/or hearing officer does not follow the recommendation of the Review Board and imposes discipline, the Sheriff and/or Hearing Officer shall prepare a written statement explaining the reason(s) for departure from the recommendation(s) of the Review Board.

Disciplinary suspensions and terminations are subject to appeal through the grievance procedure. Suspensions and terminations will be submitted at the fourth step of the grievance procedure. Warnings and reprimands are not subject to appeal. Any disciplinary actions appealed to the State Personnel Board of Review and pending appeal at the time this Agreement is executed will proceed through the State

Personnel Board of Review and not be subject to the grievance procedure.

As stated in Ohio Revised Code Section 124.34, Conviction of a felony is a separate basis for terminating the employment of an employee even if the employee has already been demoted, disciplined or terminated for the same conduct that is the basis of the felony. An employee may not grieve or otherwise appeal any disciplinary action taken by the Office as a result of the employee's conviction of a felony. If an employee who has been terminated is reinstated as a result of an appeal through the grievance procedure, any conviction of a felony that occurs during the pendency of the grievance process and arbitration is a basis for further disciplinary action upon the employee's reinstatement.

Any employee convicted of a felony immediately forfeits his employment with the Office on and after the date of conviction for the felony. If an employee is terminated as a result of the conviction of a felony or is subsequently convicted of a felony that involves the same conduct that was the basis for the termination, the employee is barred from receiving any compensation after the termination, notwithstanding any modification or disaffirmance of the termination, unless the conviction for the felony is subsequently reversed or annulled.

Section 8. Personnel Service Records

Any employee shall be permitted to make an appointment to review his/her Personnel Service Records. The Personnel Service Record of an employee is to be cleared of any offenses not related to abuse of sick leave in accordance with the following schedule:

- 1.) Warnings, fines working suspensions and suspensions without pay for three (3) days or less shall be removed from the file after one (1) year from the date of reprimand provided there are no intervening disciplines.
- 2.) Fines, working suspensions and suspensions without pay for at least four (4) days but not more than thirty (30) days shall be removed from the file after two (2) years provided there are no intervening disciplines, excluding warnings, fines, working suspension or suspensions without pay for three (3) days or less.
- 3.) Any fine, working suspension and suspension without pay of thirty-one (31) days or longer shall be removed from the file after three (3) years provided there are no intervening disciplines, excluding warnings, fines, working suspensions or suspensions without pay of three (3) days or less.

The Personnel Service Record of an employee is to be cleared of any offenses pertaining to abuse of sick leave in accordance with Article XII, Section 7.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 1. Grievance Procedure Defined

The term "grievance" shall mean an allegation by a bargaining unit employee or the employees' bargaining unit representative, that there has been a breach, misinterpretation, or improper application of this Agreement. The grievance procedure is not to be used to effect changes in the articles of this Agreement nor those matters not covered by this Agreement, nor to appeal disciplinary action except to the extent specifically provided for in Article 5, Section 6 of this Agreement.

Section 2. Grievance Steps

It is the mutual desire of the Employer and the Union to provide for prompt resolution of grievances, with the minimum amount of interruption of the work schedules. The Sheriff and the Union agree to make a reasonable effort to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following grievance procedure is established:

Step 1: Should any employee believe his/her rights and privileges under this Agreement have been violated, he/she shall bring the matter to the attention of the Office within seven (7) calendar days of his/her knowledge of the occurrence. The steward and the employee shall consult with the employee's Sergeant, who in turn, must render a decision concerning the grievance by the end of the Sergeant's next shift.

Any resolutions or agreements reached in the 1st Step of this procedure will be non binding upon the parties.

When two (2) or more employees believe a violation has occurred, one grievance may be written for the affected employees.

Step 2: If a satisfactory adjustment is not reached in Step 1, the grievance may be presented, in writing, by the appropriate Committee Member to the employee's Section Head or his designee within seven (7) calendar days of the Sergeant's decision being received by the employee/steward. The Section Head shall render a written decision within seven (7) calendar days of receiving the grievance. Copies of this written decision shall be sent to the Bargaining Committee Member who represents the area in which the grievance originated.

Step 3: If a satisfactory adjustment is not reached at Step 2, the grievances may be presented by Chairperson of the Bargaining Committee to the Division Head within seven (7) calendar days of the Section Head's decision being received by the Union. A meeting can be requested by either party to discuss the matter. The meeting shall be conducted within seven (7) calendar days of the request for a meeting. A written decision shall be rendered by the Division Head within seven (7) calendar days of the submission of the grievance to this step or within seven (7) calendar days of the meeting.

Step 4: If a satisfactory adjustment is not reached at Step 3, the grievances may be presented by Chairperson of the Bargaining Committee to the Sheriff or designee within seven (7) calendar days of the Division Head's decision being received by the Union. A meeting shall be conducted within seven (7) calendar days of submission of the grievance to this step. The meeting shall include the Sheriff/Designee, the Chairperson of the Bargaining Committee and the Committeeperson who's area the grievance originated. The Union may also include a representative of the International Union. A written decision

shall be rendered by the Sheriff/Designee within seven (7) calendar days of the meeting. The requirement for a meeting may be waived by mutual agreement.

Step 5: Mediation/Arbitration If the grievance is not satisfactorily resolved in Step 4, the matter may be referred to a mediator mutually selected by the parties. The request for mediation shall be made within ten (10) calendar days of the Sheriff's written decision at Step 4 being received by the Union. Unless mutually agreed, the Mediator's opinion will not be binding on the parties.

In the absence of such mutual agreement to seek a Mediator's binding opinion, the Union may make a written request for binding arbitration.

The International Union may make a written request to submit the matter to arbitration within ten (10) calendar days of the Mediator's opinion or within thirty (30) calendar days of the Sheriff's written decision at Step 4 being received by the Union.

Upon receipt of a request for arbitration, unless the parties have mutually selected an arbitrator within fifteen (15) calendar days, either the Sheriff or his designee or the representative from the International Union shall, within twenty (20) calendar days following the request for arbitration, request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS) from the Ohio, Michigan, Western Pennsylvania, and Indiana area. The parties may agree on a submission agreement outlining the specific issues to be determined by the arbitrator prior to requesting the list. Upon receipt of the list of seven (7) arbitrators, the parties shall select an arbitrator within ten (10) working days from the date the list is received. The parties shall use the alternate strike method from the list of seven (7) arbitrator submitted to the parties by FMCS. The parties shall flip a coin to determine who shall strike first. Then the other party shall strike a name, and alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. Either party shall have the option to completely reject the list of names provided by FMCS and request another list. All procedures relative to the hearing shall be in accordance with the rules and regulations of FMCS. The arbitrator shall hold the arbitration promptly and issue his/her decision and recommendation within a reasonable time thereafter. The arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of those specific articles and/or sections of this agreement in question. The arbitrator's decision shall be consistent with the applicable law.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement, nor add to, subtract from, or modify the language therein in arriving at his/her determination on any issue presented that is properly within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration, and shall have no authority to determine any other issue not submitted to him or submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which the right originated or to make any award based on rights arising under any previous agreement, grievance, or practices. The arbitrator shall have the authority to make his award effective back to the date of the grievance. The question of arbitrability of a grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's scope of authority or jurisdiction shall be the first question to be placed before the arbitrator, he/she will determine 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 on the same day(s).

Decisions of the arbitrator shall be final and binding upon the parties. The parties shall share equally all costs directly related to the services of the arbitrator. Expense of any witnesses shall be borne by the party calling the witness. The fees of any stenographic reporter shall be paid by the party seeking the same; such fees shall be split equally if both parties desire a stenographic reporter's recording, or request a copy of any transcript.

Section 3. Time Limits

All grievances must be timely proposed at the proper step to be considered at subsequent steps. The Union may withdraw a grievance at any point by submitting a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Office within the time limits stated herein may be advanced by the Union to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual written consent of the parties.

ARTICLE VII

SENIORITY AND BID SYSTEM

Section 1. Seniority Defined

Office seniority shall be defined as the length of full-time continuous service with the Office measured in the calendar days of employment with the office. Rank seniority shall be defined as time held at a particular rank. Office seniority will be used for recall, acting command and for the determination of seniority within a section. Office seniority will be used in all other instances.

Example: Furloughs

When two or more employees have the identical seniority, the following rule will prevail in all cases:

- Even years -** Forward by alphabet with "A" having the most seniority.
- Odd years -** Backward by the alphabet with "Z" having the most seniority.

Section 2. Seniority Lists

The Office will provide an up-to-date seniority list of those eligible for the bargaining unit quarterly, giving the employees' names, date of employment and classification. The list shall be made available to the Union. The Union shall be notified of any changes in classification of any employee covered by this Agreement as the quarterly updating occurs. New employees within the bargaining unit

will be indicated the first time they appear on the quarterly updated list including the unit to which they are assigned. A list of newly hired employees including names, date of hire, and a list of newly terminated employees will be supplied to the Union as they occur.

Section 3. "Continuous Service" Defined

The term "continuous service" as used in this Agreement shall be so construed that the absence from employment due to illness, accident, approved leaves of absences, or lay-off by the Office for any reason shall not be cause for break in the meaning of the term "continuous service" for the purpose of computing seniority. A leave of absence for medical or personal reasons, including for illness or injury will be canceled and employment terminated if the employee performs other work that requires physical efforts similar to that required to perform his job with the Office.

Section 4. Bargaining Unit Seniority

An employee who accepts a position excluded from the bargaining unit shall continue to maintain and accumulate bargaining unit seniority. Such employee may return to the bargaining unit to such classification for which he is qualified and his seniority entitles him to.

Any displacement created by such employee returning to the bargaining unit shall be incurred by the employee with the least amount of seniority in that classification.

Section 5. Posting job Vacancies

Seniority shall be considered for the filling of job openings covered by this Agreement.

The Office agrees to post all job openings on the bulletin boards as provided, ten (10) days in advance, to allow the employee an opportunity to submit bids for assignment to the vacancy.

Notice of such vacancy shall be read at all roll calls for the first three (3) days. The vacancy shall remain open for an additional seven (7) days, for a total of ten (10) calendar days.

With the exception of the Detective position, no bids shall be posted unless the Sheriff has determined that at least one (1) opening exists and that he intends to fill that position. It is the intent to fill openings as identified in the posted announcement. However, the Sheriff may elect not to fill said openings if economic conditions/budget constraints preclude him from doing so. The Union will be notified in writing should this be the case.

Bids shall be submitted as directed to the Personnel Office by 4:00 P.M., of the tenth (10th) day after posting. The posted announcement shall indicate the date the selection process is to begin, the job requirements, the number of openings to be filled, the bid closing date and the time, date and location of the testing.

After the closing of bids, the selection process must be completed and awarded on the one-

hundred and twentieth (120th) day. The period may be extended by the mutual agreement of both parties. If the Office does not award the job opening as prescribed above, the position shall be filled through the recall procedure at double time until the job is awarded.

When a vacancy is posted, closed but not filled through the selection process, when an employee is on vacation, sick leave, job injury, OTR continuous with vacation, he/she shall be afforded the opportunity to bid for any vacancy. Within thirty (30) calendar days after the vacancy has been awarded, employees affected by the above-mentioned circumstances will be interviewed, their work evaluated, seniority compiled and then placed on the eligibility list.

Section 6. Bid System

The following formula shall apply when permanent job openings exist within the Office of a promotional and non-promotional nature:

1. Job description, title, salary
2. Qualifications required: Standard qualification forms for all positions shall be made a part of this Agreement.
3. Test – 75 Points: A test on knowledge or skills directly related to the bid position: A study booklet will be made available at the time of bid. Test scores will be averaged; the top score will receive 75 points. The top 25 bidders will move on to the next step. Ties will be settled by seniority dates from highest to lowest at the time the BID is tabulated and posted.
4. Oral Interview – 13 Points: Interview questions will be based on the study guide (provided at time of bid). Panel will be composed of the following: (same panel shall interview all applicants)
 - A. Division Head
 - B. An immediate supervisor where vacancy exists.
 - C. Training/Inspection Officer or an officer from outside of the section.

The following categories will be utilized in the oral interview:

- 4 Points – Communication Skills
- 2 Points – Confidence
- 2 Points – Attitude
- 5 Points – Job Knowledge (Based on information in study materials)

5. Seniority – A maximum of 10 points will be awarded for bargaining unit seniority. One point will be assessed for each year of continuous Non –Command bargaining unit seniority.
6. Discipline – One point will be taken away for each suspension of a day or more occurring two years prior to the close of the bid.
7. (1) point for military and/or (1) point for Education (Associates Degree or greater)

The points will be calculated, the top score will be number 1 on the list the second highest will be number 2, and so on. Tie scores will be placed on the list using seniority from highest to lowest in their respective place on the list. These 25 bidders will constitute the eligibility list.

Employees must have at least three years Bargaining Unit Seniority to bid on Sergeants level positions.

Employees must serve their initial probationary period and be on the regular seniority list prior to the posted non-command vacancy in order to bid on such vacancy.

In the event there are two (2) or less employees on the eligibility list, and the Sheriff chooses neither of the two (2) remaining employees, he shall then make a temporary appointment per Article IV, Section 11, pending the establishment of a new eligibility list.

The Office will use the above factors for all permanent job openings where two (2) or more staff members bid on a position. The above factors will constitute an eligibility list which shall stand for eighteen (18) months. The Office will select from the top three (3) candidates from the eligibility list and recommend appointment to the Sheriff, except for task force officers which will be selected from the top twenty-five (25) candidates from the detective's eligibility list. In the event the officer is removed from the task force position or the task force position ceases to exist, the task force officer will return to his prior position. Any individual accepting a permanent position shall be frozen in that position for one (1) year unless a promotional opportunity exists at which point such individual would be allowed to bid.

Any qualified employee who is the top bidder in terms of eligibility and who is bypassed three (3) times for any position openings shall have the right to file a grievance on the denial of said position, be informed of the reason for the denial and may process grievance through the grievance procedure.

Employees who request to know their own individual scores on an eligibility list shall be provided with such information by the Office in confidence. A copy of the eligibility list shall be provided to the Union upon request.

An involuntary transfer will not constitute a bid and that employee will not be required to fulfill a one (1) year waiting period before bidding for another position in his classification for promotion.

Persons who are hired into the Sanitation classification shall neither be eligible to bid on any position posted by the Employer nor permitted to submit letters of interest on non-bid positions.

Section 7. Positions Exempt From Bidding

The following positions shall be exempt from the bidding procedure:

1. Sheriff, Division Heads, Secretaries to Sheriff and Division Heads
2. Affirmative Action
3. Armory
4. Internal Affairs
5. Directors
6. Evidence - Property Room
7. Child Support Enforcement Agency Investigators
8. Training Officers
9. Investigators, Toledo Metro Drug Unit
10. Municipal Court Security Officers
11. School Reassignment Officer
12. K-9 Officers
13. DARE Officers
14. Domestic Violence Officer
15. Counselors

These non-bid positions will be posted when vacant. Employees may submit a letter of interest to the Personnel Office regarding these positions.

Permanent positions that are exempt from the bidding procedure, such as all non-biddable and fiduciary positions, when vacant, may be filled after accepting and reviewing letters of interest from individuals within the Office. These positions may be filled by individuals from within the Office or from outside the Office, at the Sheriff's discretion. Temporary assignments of a special nature which are considered to be highly sensitive and confidential and which cannot be specifically defined shall be filled with consideration given to submitted letter of interest.

Employees shall be provided with periodic opportunity to submit letters of interest outlining their qualifications for non-bid positions. Qualifications will be reviewed in the selection process. Individuals selected for temporary non-bid assignments shall return to their original position upon completion of the temporary assignment.

The above process for filling non-bid positions is to provide equal opportunities to all members of the Office. The submission of a letter of interest for a particular assignment, is in no way, a guarantee that the individual will get the assignment. Qualifications, work record, sick record, disciplinary history, attitudes, training, education, cooperative attitude, seniority, and other traits and characteristics will be evaluated for particular assignments. Final selection remains the responsibility of the Sheriff, based upon the above criteria.

Section 8. Vacancies Defined

1. Short Term Absence: Day to day vacancy due to the absence of an employee from the

regularly assigned post.

2. Temporary Vacancy: exists when the Office becomes aware that the absence of a regularly assigned employee will extend beyond thirty (30) calendar days.
3. Permanent Position Awaiting Bid: Exists when a position has been vacated and the Office posts the vacancy for bid.

Section 9. Recall for Short Term Absence - Non-Command

When the Office decides that recall is necessary to fill short term absences, recall will be utilized as follows:

1st – The off-going shift will be asked to work on a voluntary basis by office seniority. The “off-going shift” includes persons regularly assigned to the shift, with persons working recall on that shift being offered the overtime after the regularly-assigned employee but prior to persons under Step 2 below. A person filling a vacancy pursuant to the recall process cannot be forced under Step 4 to work a vacancy on the immediately subsequent shift, except for an “emergency” as defined in this Agreement at Article IX.

2nd – If there are not sufficient volunteers, office seniority will be used to offer the recall to those persons not on the off-going shift who are otherwise regularly scheduled in the vacant job or post assignment.

3rd – If necessary, office seniority within the same Division (Corrections, Administrative Services, and Field Operations) shall be used to offer the recall to all qualified personnel within the same Division.

4th – If necessary, office seniority outside the Division (Corrections, Administrative Services, and Field Operations) shall be used to offer the recall to all qualified personnel outside the Division in which the vacancy exists.

5th - If positions still cannot be filled, the least senior employee on the off-going shift will be required to work, but not more than once during the four (4) day work schedule, except for a declared emergency.

An employee may be recalled on a Trade Day after Step IV but before Step V.

An employee may be recalled on a Vacation or OTR day for any shift other than the actual shift the employee requested for approved Vacation or OTR.

If any employee is not recalled properly pursuant to this process and is thereby denied an overtime opportunity, the remedy for such violation shall be an award of six (6) hours Recall Violation Bonus Hours, to be scheduled for use by the employee at a time mutually agreed upon by the Employer and the employee. Any Recall Violation Bonus Hours that are still unused one calendar year after their being awarded shall be paid to the employee at his current hourly wage rate.

Section 10. Recall for Short Term Absence – Command

If no Sergeant is available after all Command employees have been offered the opportunity for recall, pursuant to the Command collective bargaining agreement the most senior officer on the on-coming shift (any employee regularly scheduled to work that shift) shall be offered the opportunity to serve as Acting Sergeant. An officer may not be forced to accept the Acting Sergeant position, except that in the event no non-Command employee accepts the Acting Sergeant position, the most senior officer on the on-coming shift shall be forced to serve as Acting Sergeant.

No employee with less than three (3) years of office seniority shall be eligible to serve as Acting Sergeant.

Section 11. Temporary vacancy - Non-Command

In the event that a temporary Non-Command vacancy cannot be filled by use of the eligibility list, the position will be temporarily filled by using the following criteria:

1. The most senior ranking qualified employee within the section. Stewards will poll those people within the section and indicate to the Office those employees interested in filling that vacancy with the senior ranking person filling the vacancy for the first fourteen (14) days, the second most senior person filling it for the next fourteen (14) days, and so on.

Section 12. New Position

When it is necessary to fill a newly created position on a temporary basis, the temporary vacancy procedure shall be used. Such temporary appointments shall not exceed thirty (30) calendar days. After thirty (30) calendar days, such positions shall be filled in accordance with the bidding procedure and become permanent or be abolished. When the Office establishes any new position(s) and/or classification(s), either temporary or permanent, the Union will be advised by the Office in writing.

ARTICLE VIII

JOB DESCRIPTION

Section 1. Job Description Defined

Each employee shall receive within ninety (90) days from the signing of the agreement, a current, complete, accurate statement of his basic job description as contained on Form DSP-006 (State Position Description) or Form DSP-007 (County Position Description) or its equivalent. New employees shall receive the job description of the job he/she is assigned to immediately.

Any changes in basic job description will be provided in writing to the employee. No primary job duties stated in the basic job description shall be taken away if such transfer of duties would lessen the classification of the position without a hearing by the Sheriff and/or access by the employee to the procedures of the Department of State Personnel or the grievance procedure.

Section 2. Temporary Assignment Pay

Employees assigned temporarily to perform the duties of a position with an assigned higher pay rate than their current classification shall be paid at the higher rate for all time worked in the higher classification. Counselors shall receive the pay rate of the Counselors' Supervisor whenever a Counselor chairs a Disciplinary Board hearing or chairs the Classification meeting.

Any person appointed to fill these temporary vacancies must have the approval of the immediate supervisor. If in the judgment of the supervisor, the assignment should be filled by an individual of higher or equal classification, no additional payment will be made.

Section 3. Employee Classification

The Office agrees to the following policy in the assignment of classifications:

- A. New employees shall serve in the entry level classification for a period specified by the rules and regulations of the Ohio Department of State Personnel unless hired in advanced classification as a result of previous relevant experience.

- B. Employees shall be reclassified to the normal working level classification upon meeting the following requirements:
1. The employee meets the State Department of Personnel standards and specifications for the normal working level.
 2. The employee has completed his probationary period in the entry level classification
 3. The employee has performed satisfactorily at the entry level.
 4. Where inefficiency can be established, an exception can be taken to the above.
- C. Employees normally assigned duties and responsibilities above those duties assigned to employees in the normal working level in any classification shall be classified at a higher appropriate level providing such employees meet the specifications of the Department of State Personnel.

The employer agrees to advise the Union of new classifications and their utilization within twenty-one (21) calendar days after they are established by the Department of State Personnel and the Lucas County Sheriff's Office.

ARTICLE IX

WORKDAY

The employees' workday shall be the regularly scheduled shift with a fixed starting and quitting time. Except in cases of emergencies, there shall be no changes in the existing workday schedule without consulting the parties to this agreement. In the event of a workday schedule change due to an emergency, such change shall be only for the duration of the emergency.

An emergency shall be defined as a situation which presents an immediate threat to the public's safety and welfare, or the safety and security of the staff and inmates of the Office as determined by the Sheriff or his designee down through the command structure to shift commander. Disagreements over use of this declaration will be resolved in Labor/Management meetings.

Section 1. Tardiness

Upon receiving the third (3rd) late slip within a twelve (12) month period, the employee shall receive a written warning; the fourth (4th) late slip, a written reprimand; the fifth (5th) late slip shall be cause for a disciplinary hearing before the Sheriff or his designee. All employees

shall be docked in pay for any one lateness beyond fifteen (15) minutes.

Section 2. Overtime

Overtime at the rate of time and one-half (1-1/2 times) of the employee's regular rate of pay shall be paid for all time worked when an employee works in excess of his regular shift with the approval of his immediate supervisor. Sick leave is not credited toward the standard work period. During any pay period of eighty (80) hours, overtime shall not be paid until the overtime hours exceed any sick leave taken during the same pay period. When an employee is required to report to work at a time not contiguous to his regularly scheduled workday, he shall be guaranteed a minimum of four (4) hours pay at the overtime rate.

Section 3. Court Appearances

Employees who are required to make court appearance because of employment with the Office at a time not contiguous to the beginning or end of the shift shall be paid a minimum of two (2) hours at time and one-half (1-1/2 times) for such required court appearances. In the event the employee is held beyond the guaranteed minimum of the two (2) hour period, he shall be compensated at time and one-half (1-1/2 times) to the nearest tenth (10th) for the amount of time his presence is required by the court.

This section will include required appearance at the inmate disciplinary hearings.

The Office shall pay for only those charges authorized by the Office.

Section 4. Compensatory Time

Any bargaining unit employee may request to accumulate compensatory time off in lieu of overtime pay for any authorized overtime worked up to a maximum of two hundred forty (240) hours.

An employee shall request, using a designated form, to use accumulated compensatory time upon approval by the Office, which approval will not be unreasonably withheld. If the request to use compensatory time is denied, the reason shall be included on the form denying the use of the Compensatory time. The request cannot be made more than 30 calendar days in advance of the date requested. In the event more employees request compensatory time off on a certain day than can be reasonably accommodated by the Office, the Office shall grant the use of compensatory time to the person(s) who makes the request for use of compensatory time first.

No employee shall be denied the ability to work assignments or attend Office functions due to having accumulated the maximum amount of compensatory time. If an employee accumulates the maximum amount of overtime, and is assigned to work a project or attend an Office function which is determined by the Office to be payable only as compensatory time, said employee will be paid the appropriate amount of pay whether it be at the appropriate hourly wage

rate or the appropriate overtime rate.

The Office shall publish each individual employee's balance of accrued compensatory time on the employee's pay stub.

Section 5. Bidding and Changing Shifts

Employees shall bid shift assignments every six months, and shifts shall be awarded on the sole basis of seniority except where the Employer requires special certification, qualifications and/or training. Employees with identical rank within a section by mutual consent with the supervisor's approval may exchange shifts on a monthly basis.

Section 6. Day Off Scheduling

Supervisors will publish on or before the twenty-fifth (25th) day of the preceding month, the day off and vacation schedule for the personnel under their command.

During the scheduled month supervisors will make no changes in the day off assignment, except:

- a) In extreme emergency
- b) There exists no alternative

Employees exchanging days off (voluntarily). By mutual agreement, two employees may exchange days off provided they notify and obtain written approval from both of their immediate supervisors at least seventy-two (72) hours in advance of the proposed exchange, exclusive of weekends and holidays. Approval for exchanging days off shall not be unreasonably denied. The accommodating officer must exchange thirty (30) days before or after the proposed exchange.

ARTICLE X

VACATION

Section 1. Vacation Leave

Employees shall be entitled to vacation leave as provided by Section 325.19 Ohio Revised Code.

In accordance with Section 325.19, vacation leave is as follows:

1. Two (2) weeks after one (1) year.
2. Three (3) weeks after seven (7) years or more.

3. Four (4) weeks after fourteen (14) years or more.
4. Five (5) weeks after twenty (20) years or more.
5. Six (6) weeks after twenty-five (25) years or more.

The approved provided vacation leave is in addition to the designated holidays specified as holidays in Article XI and shall not be charged to an employee's vacation leave.

When available, the Office shall publish each individual employee's balance of vacation leave on the employee's pay stub.

The Sheriff may permit such employees to accumulate and carry over vacation leave for the following year. No vacation shall be carried over for more than three (3) years. Such permission must be in writing signed by the Sheriff on an annual basis.

An employee is entitled to his current rate of pay for the pro-rated portion of any earned but unused vacation leave for the current year to his credit at the time of separation, and in addition shall be compensated for unused vacation leave accrued to his credit with the permission of the Sheriff, immediately preceding the last anniversary date of employment.

Section 2. Scheduling Vacations

Employees shall request vacation annually in accordance with the Employer's policy. If after a vacation request is approved, the Employer changes the shift assignment of an employee, that employee's already-approved vacation cannot be refused or revised to accommodate the new shift assignment. In the event an employee requests a new shift assignment and is granted the same, that employee's previously approved vacation request may be subject to revision by the Employer to accommodate the new shift assignment.

ARTICLE XI

HOLIDAYS

Section 1. Holidays Defined

In addition to vacation leave, Sheriff Office employees are entitled to eight (8) hours of holiday pay for:

- | | |
|-------------------------|-------------------------------|
| NEW YEAR'S DAY | MARTIN LUTHER KING DAY |
| PRESIDENTS' DAY | MEMORIAL DAY |
| INDEPENDENCE DAY | LABOR DAY |
| COLUMBUS DAY | VETERANS' DAY |
| THANKSGIVING DAY | DAY AFTER THANKSGIVING |
| CHRISTMAS DAY | |

of each year.

Section 2. Holiday Pay

Holidays shall occur on the days specified in Section 1.14 of the Revised Code. In the event that any of the aforesaid holidays fall on a Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the aforesaid holidays fall on a Sunday, the Monday immediately succeeding shall be observed as the holiday.

Holiday pay is defined as a day off work with regular pay. 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.

If an employee fails to work their entire scheduled work week that includes the holiday set forth in Section 124.19 of the revised code (work week is defined as Monday through Sunday for 12-hour shift personnel; work week is defined as the 4-day working set for 4-on and 2-off personnel) for any reason other than a scheduled day off, vacation day or comp. day, such employees will not be entitled to any pay for the observed holiday. This provision shall include trade days.

If such employee, for any reason, should work the observed holiday, yet violate the foregoing stipulations, he shall receive straight time for the holiday worked.

8-Hour employees who are scheduled to work or who work recall (voluntarily or involuntarily) on a holiday shall receive two times their regular rate of pay in addition to eight hours of pay or eight hours of compensatory time off for a total of 24 hours.

12-Hour employees who are scheduled to work or who work recall (voluntarily or involuntarily) on a holiday, and work at least 6 hours of their 12-hour shift on the actual holiday, shall receive two times their regular rate of pay in addition to twelve hours of pay or twelve hours of compensatory time off for a total of 36 hours.

Employees recalled to work on a holiday will be paid in accordance with the above method, just as if they had been scheduled to work the holiday.

ARTICLE XII

SICK LEAVE AND ABSENCE FOR FUNERALS

Section 1. Sick Leave Defined

The record of each employee's accumulated sick leave shall be posted on his absentee record in January showing the sick leave accumulated as of the preceding December 31.

Each employee shall be entitled for each completed eighty (80) hours service to sick leave of 4.6 hours with pay. Employee may use sick leave upon approval of the Sheriff, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which may be communicated to other employees, and to illness, injury and death in the employee's immediate family as defined by Ohio Revised Code.

Unused sick leave shall be cumulative. When sick leave is used it shall be deducted from the employee's credit on the basis of one (1) hour for every one (1) hour of absence from previously scheduled work.

The previously accumulated sick leave of an employee who has been separated from the Sheriff's Office shall be placed to his credit upon his re-employment in the Sheriff's Office, provided that such re-employment in the Sheriff's Office, provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from the Sheriff's Office.

In reporting sick, the employee must call at least one (1) hour prior to the beginning of the shift of the first day of sickness. When the employee has a doctor's certificate stating the employee's date of return to duty, the employee must notify the Office of his date of return.

It is further agreed by the parties of this Agreement that:

Notwithstanding lack of language or language to the contrary, in this Agreement or any other directives on the captioned subject, the following rules are effective at once, and hereby made a part of this Agreement:

- 1) Any employee after sick leave absence of three (3) continuous work days or more, MUST present a doctor's certificate upon return to work.
- 2) In cases of Sheriff-declared emergencies, any employee after sick leave absence of one (1) or more days, MUST present a doctor's certificate upon return to duty.

Section 2. Accumulation of Sick Leave

Employees having ten (10) or more years of service shall at the time of retirement be paid in cash for sixty-five percent (65%) of the value of their accrued but unused sick leave credit. Such payment shall be based on the employee's rate of pay at the time of retirement.

In the event of the death of an employee, in active service, with ten (10) or more years of service with the Office who would have been eligible for retirement at the date of death, said date of death shall be construed as retirement, and any sick leave payment for which the decedent would have otherwise qualified shall be paid to the decedent's surviving spouse or the estate.

Section 3. Use of Sick Leave

- A. From January 1 to December 31 of each year, an eight (8) hour shift employee is allowed to take up to a maximum of forty-eight (48) hours for purposes of sick leave without medical verification and a twelve (12) hour shift employee is allowed to take up to a maximum of sixty (60) hours for purposes of sick leave without medical verification. After accumulation of such forty-eight (48) or sixty (60) hour amount, medical verification will be required for sick leave to be allowed. This assumes the employee has the sick leave time available. For any sick leave taken without medical verification after the accumulation of the above-referenced forty-eight (48) or sixty (60) hours, disciplinary action may be taken

up to and including dismissal per Section 7 of this Article.

- B. Sick leave shall be granted to an employee only upon approval of the appointing authority and for the following reasons:
- 1) Illness or injury of the employee or a member of his immediate family.
 - 2) Sick leave shall not be granted to any employee as a result of any action within the control of the employee, such as intentional self-inflicted wounds, use of illegal drugs, or alcoholic beverages or while committing a felony.
- C. "Immediate family," for purposes of this Article, shall be defined as per Ohio Revised Code Section 124.39. At the time this Agreement is executed, such definition includes the following persons: Employee's spouse, mother, father, brother, sister, child, grandparent, step-child, step-parent, step-brother, step-sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchild, or legal guardian or other person who stands in the place of a parent (in loco parentis).

Section 4. Bereavement Leave

In the event of the death of the employee's mother, father, spouse, child, brother or sister, the employee will be paid for time off up to five (5) days.

In the event of the death of the employee's grandmother, grandfather, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father-in-law, mother-in-law, grandchild, step-child, step-parents, legal guardian, or loco parentis, the employee will be paid for time off up to three (3) days.

Requests for extended leave due to a death must be approved by the Sheriff.

Section 5. Leave Without Pay

Employees may request the Sheriff to grant additional leave without pay when sick leave has expired. Such requests and the response shall be in writing on a form to be designated by the Office. (Such additional unpaid sick leave time shall be determined by the merit of the case.) A Sheriff's order covers the procedures for such leave.

Section 6. Bonus Days

Each employee is entitled to three (3) sick bonus days per 6-month period (January 1 through June 30 and July 1 through December 31) based on the number of sick days used during the same period. One-half sick bonus day shall be deducted for each day of sick leave taken during the periods described above. Earned sick bonus days can be used as time off during the six month period following the period in which they were earned. Sick bonus days shall not be

carried over into subsequent periods except with the approval of the appointing authority. Any portion of a sick day used shall be considered a full day for the purposes of calculating the earned sick bonus hours. Employees will be notified of their earned sick bonus days by August 1 for the January through June period, and by February 1 for the July through December period.

Employees may choose to be paid for earned sick bonus days. The request must be made in writing by September 1 for the January through June period, and by March 1 for the July through December period. The employee will be paid based on their hourly rate at the time the payment is made.

BONUS DAYS- CANCELLATION TABLE										
MONTHS WORKED	SICK DAYS TAKEN									
	0	1	2	3	4	5				
			4							
		4								
	4									
6	3	2.5	2	1.5	1	.5				
5	2.5	2	1.5	1	.5	0				
4	2	1.5	1	.5	0					
3	1.5	1	.5	0						
2	1	.5	0							
1	.5	0								

Section 7. Sick Leave Abuse

Discipline for sick abuse offenses will be administered and Personnel Service Records will be cleared of sick abuse offenses as set forth below.

Progressive Discipline

Step One Written Reprimand

Removed from file after one (1) year from date of reprimand provided there are no intervening disciplines

Step Two Three day working suspension. An employee can elect to attend EAP.

Removed from file after two (2) years from date of reprimand provided there are no intervening disciplines

- Step Three Ten day working suspension
- Removed from file after three (3) years from date of suspension provided there are no Intervening disciplines
- Step Four Twenty day working suspension and last chance agreement
- Removed from file after three (3) years from date of suspension provided there are intervening disciplines
- Step Five Termination

ARTICLE XIII

LEAVE OF ABSENCE

Section 1. Leave of Absence Defined

An unpaid leave of absence may be granted to any employee of the Lucas County Sheriff's Office upon application to the Lucas County Sheriff. If granted, the leave shall be granted in accordance with the following conditions:

- A. A leave of absence shall not exceed six (6) months, except as otherwise provided for in the Administrative Rules of the Department of State Personnel.
- B. A leave of absence for purposes other than illness shall not exceed a period of thirty (30) days unless certain requirements are satisfied. An employee who receives a leave of absence for purposes other than illness for a period in excess of thirty (30) days shall file a written request with the Lucas County Sheriff, wherein he shall state the reason why this leave has been requested. The usage of compensatory time, vacation time or time off without pay during a leave of absence shall be subject to the discretion of the Sheriff.

If an employee leaves the service of the Lucas County Sheriff's Office and does not comply with any of the above provisions, he automatically loses his "seniority rights" for the purpose of bid process of Article VII. Or if he is re-employed, he will be regarded as a new employee.

Section 2. Maternity Leave

A full time employee who has a minimum of six months continuous service shall be granted, upon her request, a maternity leave to cover the time she is unable to work due to pregnancy, child birth, and related conditions as certified by her physician.

Pursuant to the provisions contained in Chapter 123:1-33 of the Ohio Administrative Code and Civil Service Rule 123:1-34-01, an employee shall be granted leave of absence limited to the period of time that the pregnant employee is unable to perform the substantial and material duties of the employee's position. This period may include reasonable pre-delivery, delivery and recovery time as certified by a physician, not to exceed six (6) months. Upon request, a pregnant employee shall be permitted to use any or all of the employee's accumulated sick leave credit for the period of time as certified by the physician's certificate that the employee is unable to work as a result of pregnancy, childbirth or related medical conditions. Vacation leave and accumulated approved compensatory time may also be used; unpaid leave will be granted for any part of the maternity period not otherwise covered by paid time.

Upon completion of a maternity leave of absence, the employee will be returned to the position formerly occupied or to a similar position if the former position no longer exists.

If possible, at least thirty (30) days prior to the last day of work before taking a maternity leave, the employee shall submit the written request/certificate from her physician to the Office Head indicating the anticipated length of the maternity leave, the date of return and outlining the type of leave (i.e. sick, vacation, comp. Leave without pay) that will be used to cover the absence. A copy of the request shall also be provided to the Personnel Office.

A personal leave as outlined above will also be granted upon the request of the employee, upon the adoption of a child.

Lucas County will provide medical and other insurance coverage for the period of time that said employee is eligible for the above mentioned leave, not to exceed six (6) months.

Section 3. Military Leave

All leaves of absence shall be in accordance with the rules and regulations of the Ohio Department of State Personnel. Under no circumstances shall an employee lose seniority rights as a result of military service, providing he requests re-employment within ninety (90) days following his discharge from the Armed Forces.

Section 4. Training Leave

Paid time off from regular work assignment will be permitted for work-related activities such as attendances at conferences, institutes, seminars, and workshops, provided budget and other considerations are such that prior approval can be given by the Sheriff. The Sheriff's Office will make every reasonable effort to disseminate information about such activities as soon as it is available.

Employees desiring information and scheduling considerations to permit their attendance at the above mentioned work-related activities should direct their inquiries to the Lucas County Sheriff's Office, Training Officer. An order covering this provision has been placed into effect.

Section 5. Jury Duty

Any employee who is required to serve on the jury in any court of record shall be paid his regular rate of pay during such periods. In order for the employee to receive pay under this section, he must secure a certificate from the Clerk of Courts in which he served evidencing the fact of his having been required to serve.

Section 6. Abuse of Leave of Absence

No employee shall be granted a leave of absence for the purpose of entering employment for another employer or becoming self-employed. If a leave of absence is falsely obtained and the employee is found to be employed by another employer or to be self-employed while on leave, the employee shall be given the opportunity to resign from service with the Sheriff's Office. If the employee fails or refuses to resign, then the employee may be discharged provided that the discharge will be subject to review under the grievance procedure provided herein.

ARTICLE XIV

WORKING RULES

Should a dispute arise with regard to an issue which is not specifically covered by this Agreement, the parties should negotiate on the basis of the cooperative spirit of the Agreement to resolve said issue or issues. To this end, the Office and the Union agree to meet in an established Labor/Management Committee to discuss and resolve such issues by Letters of Understanding to this Agreement.

The Union and the Lucas County Sheriff's Office consider themselves mutually responsible to improve the public service through creation of improved employee morale and efficiency. In this connection, the parties shall encourage employees to conduct themselves in a workmanlike and professional manner at all times.

All new rules and special orders shall be issued in written form. The Union shall receive a copy of all orders prior to taking effect by the Employer's sending such copies to UAW Local 3056, 1700 Suite 5, Canton St., Toledo, Ohio 43604. If the rule or order is deemed in violation of this contract, it then shall be subject to the grievance procedures provided herein immediately at the fourth (4th) step to the office of the Sheriff or his designee.

ARTICLE XV

LAY-OFFS

Section 1. Reverse Seniority

Whenever it is necessary because of lack of work or funds, or whenever it is advisable in

the interest of economy or efficiency to reduce the working force of the Office, there shall not be a reduction of the normal work week, except by mutual agreement between the Union and the Sheriff.

The Lucas County Sheriff's Office shall lay off employees in the following order after a fourteen (14) day notice directed by the Ohio Revised Code.

- A. Employees who have not completed their probationary period.
- B. Employees who have satisfactorily completed their probationary period.

Section 2. Bumping Procedures

Within the categories enumerated above, employees shall be laid off on the basis of seniority within their classification. All layoffs shall be on the basis of Lucas County Sheriff's Office seniority. In the event an employee cannot hold in his present classification, he shall have the right to "bump" an employee with lesser seniority in a lower rated classification. An employee who has been "bumped" from his classification shall be afforded the same rights to "bump" an employee with lesser seniority in a lower rated classification or to take a direct layoff from the Office.

For the purpose of this section, the rate of a classification shall be determined by referencing the wage rate reflected in the 5 - 9 years of service period in Appendix "A" of the Agreement.

It is understood that an employee must possess the qualifications for the classification into which he is bumping.

It shall be at the option of the employee as to whether he shall exercise his seniority rights to bump into a lower rated classification or to take a direct layoff from the Lucas County Sheriff's Office.

Employees who exercise their right to bump shall have a minimum of three months to train and qualify for the classification into which they bump.

Section 3. Recall From Layoff

The names of the employees who have been laid off shall be put on a recall list according to their seniority. The employee with the most seniority shall be recalled first when job vacancies are to be filled or when funds and work are available. Employees shall be rehired from layoff in the inverse order from which they were laid off before any new employees are hired. In recalling employees, the Office shall use registered mail to the employee's last known address; the laid off employee is responsible for giving written notice to the Office of address change during this period of lay off.

ARTICLE XVI

NO STRIKE OR LOCKOUT

It is understood and agreed that the services performed by the Lucas County Sheriff's Office employees included in this Agreement are essential to the public health, safety, and welfare. The Union, therefore, agrees that there shall be no interruption of work for any cause whatsoever, nor shall there be a work slowdown or other interruption of work for any cause whatsoever, nor shall there be a work slowdown or other interference with these services. The management agrees that it will not lockout or prevent employees from performing their regularly assigned duties.

ARTICLE XVII

MAINTENANCE OF STANDARDS

The employer agrees that all conditions of employment in its operation relating to all working conditions and employee benefits shall be maintained for no less than the highest minimum standards in effect at the time of signing this Agreement. Such conditions shall be improved wherever provisions for improvement are made elsewhere in this Agreement.

ARTICLE XVIII

EQUIPMENT

All necessary equipment shall be issued by the Office and kept in good working condition by the employee, and any necessary repairs or replacement will be made by the Sheriff's Office. A detailed list of all equipment will be provided by the Office.

Section 1. Uniforms and Maintenance Allowance

The Sheriff's Office agrees to provide four (4) uniforms to newly hired officers as soon as possible and two (2) additional uniforms to present officers during the duration of the Agreement year.

The uniform allowance shall be as follows:

Effective January 1, 2012 - \$680.00

Effective July 1, 2012 – reopener for calendar year 2013 per full economic reopener in Article XXIII, Section 9

Effective July 1, 2013 – reopener per full economic reopener in Article XXIII, Section 9

Effective July 1, 2014 – reopener per full economic reopener in Article XXIII, Section 9

The County will make every effort to pay the uniform allowance as soon as possible after January 1 of each year of the Agreement. Uniform allowance payments will be made in one lump sum each year.

Section 2. Protective Vests

Protective vests will be issued to Field Operations Officers and upon request to any other employec(s) at the discretion of the Sheriff.

Section 3. Miscellaneous

The Office will place a copy of Ohio Revised Code at the Sub-station. (1.01 - 6161.03) Annotated and kept current.

ARTICLE XIX

TRAINING PROGRAMS

Sheriff Office employees shall not be deputized until they have completed the prescribed Office sponsored Law Enforcement Training.

Office sponsored training shall be made available to all qualified employees. Employees shall be notified of training opportunities at the regular briefings.

Employees who are required to carry weapons as a normal part of their employment shall be provided firearms training each year as required by State Law.

First Responder Medical Training shall be provided to all officers receiving Deputy's Training. Annual refresher courses will be made available to all employees.

Any Non-Command Unit Employee that serves as a training officer shall be paid an additional \$1.00 per hour for all hours worked during the period of training.

ARTICLE XX

EDUCATIONAL PROGRAMS

Employees attending work related Office mandated educational programs shall be reimbursed for all out-of-pocket expenses incurred as a result thereof upon presentation of appropriate receipts.

Work schedules shall be adjusted to provide the minimum amount of disruption of the schedule to accommodate employees attending school programs.

Opportunities for participation in such programs shall be made equally available to all employees to whom said programs relate.

ARTICLE XXI

INSURANCE

The Office agrees to maintain the same life insurance, family hospitalization plan(s), family dental plan(s), and prescription drug plans for all employees as are provided by the Lucas County Commissioners. The parties agree to a re-opener on this Article during the late fall of each year if either party requests said re-opener.

ARTICLE XXII

LABOR-MANAGEMENT COMMITTEE

There is hereby established a Labor-Management Committee (LMC). In the interest of sound labor/management relations, unless mutually agreed otherwise, on a quarterly basis during the months of January, April, July and October on a mutually agreeable day and time, the Sheriff and/or his designees shall meet with representatives of the Union. Not more than four (4) representatives for the Office and not more than four (4) representatives of the Union shall attend labor-management meetings, unless mutually agreed by the parties in advance of the meeting. The Office agrees to release, with pay, the four representatives when they attend LMC meetings.

An agenda will be furnished and/or exchanged at least five (5) working days in advance of the scheduled meetings with a list of matters to be taken up in the meeting. The Union shall also supply the names of those Union representatives who will be attending. The purpose of these meetings shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the Union of changes by the Employer which affect bargaining unit members of the Union;
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest by the parties;
- E. Discuss ways to increase productivity and improve effectiveness;
- F. To consider and discuss health and safety matters relating to employees.

If special labor-management meetings have been requested, and mutually agreed upon, they shall be convened as soon as possible.

Labor-management meetings are not intended to be negotiation sessions to alter or amend the basic Agreement.

ARTICLE XXIII

MISCELLANEOUS PROVISIONS

Section 1. EAP Program

A voluntary and confidential employee's assistance program will be established. A joint labor/management committee must agree upon the program prior to its implementation.

Section 2. Law Enforcement Service Factor

To give recognition to the unique nature of services performed for the Lucas County Community by the employees of the Sheriff's Office, and to compensate for the constant occupational stress of their duties, each employee shall receive a lump sum payment according to the following schedule:

January 1, 2012 - \$320.00

July 1, 2012 – reopener for calendar year 2013 per full economic reopener in Article XXIII, Section 9

July 1, 2013 – reopener per full economic reopener in Article XXIII, Section 9

July 1, 2014 - reopener per full economic reopener in Article XXIII, Section 9

Section 3. Bulletin Boards

The Union may provide one (1) bulletin board in each office building of the Office for exclusive use by the Union. These bulletin boards shall be placed in a conspicuous place where they are available to all employees. Notices posted on these bulletin boards shall be approved by the Sheriff or his designee prior to the material being posted.

Section 4. Union Access to Premises

The Office agrees to permit upon request, the authorized representatives of the Union to enter the premises during the normal business hours for the purpose of individual discussion of working conditions with the employees, provided there is no interruption of work details.

Section 5. Mileage Reimbursement

The Office agrees to maintain mileage reimbursement at the current level until amount of reimbursement is raised by the Lucas County Commissioners. Not later than April 1, 2003, the Employer shall provide vehicles for use by Deputy Sheriffs who are Process Servers, at which

time and thereafter, Process Servers shall not receive mileage reimbursement and shall be paid at the same rate of pay set forth in Article XXVI for Deputies and Corrections Officers.

Section 6. Legal Information Services

The Office agrees to provide all employees with periodic updating of legal information as it relates to Law Enforcement and Corrections.

Section 7. Parking

Employees who are not able to park their vehicles at no cost while they are on duty for the Employer shall be reimbursed annually \$100 for parking expenses. The parking reimbursement shall be issued each year during the first pay period of December, provided the employee who seeks reimbursement under this provision provides the Employer by the first pay period in November each year with an affidavit of need which indicates the employee has spent at least \$100 during the calendar year on parking expenses directly attributed to the employee's work schedule with the Employer.

Section 8. Notice.

In each instance where notice is provided to the parties as required or permitted by this Agreement, such notice to the Employer shall be addressed to the attention of the Sheriff and Director of Internal Affairs, 1622 Spielbusch Avenue, Toledo, Ohio 43624. Notice to the Union shall be addressed to the Bargaining Unit Chairperson at his location of employment and the UAW International Representative at 1691 Woodlands Dr., Maumee, Ohio 43537.

Section 9. Full Economic Reopener

This collective bargaining agreement is subject to full economic reopeners at the intervals of six (6), eighteen (18) and thirty (30) months.

Section 10. Efficiencies

Both parties agree to continue to cooperatively work towards operational and economic efficiencies within the Sheriff's Office.

ARTICLE XXIV

SAVING CLAUSE

This Agreement supersedes all former Agreements, but does not, except where rules are changed, alter former accepted and agreed to practices, working conditions and interpretations.

If any article or section of this Agreement or any rider thereto should be held invalid by

operation of law or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any render thereto, or the application of such article or section to persons or circumstances other than those to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby.

It is the intent of the parties that should any article or section of this Agreement be held invalid or inoperable, that section or article shall be renegotiated in an attempt to provide validity, operability or acceptability to such section or article.

ARTICLE XXV

SAFETY AND HEALTH

The Lucas County Sheriff recognizes that the safety and health of his employees is of prime importance in maintaining high morale and maximum job efficiency. Violations of Health and Safety Regulations will be subject to the normal grievance procedure.

ARTICLE XXVI

RATES OF PAY

Section 1. Rates of pay for Lucas County Sheriff's Office employees covered by this Agreement are set forth in Appendix A, which is attached hereto and hereby made a part of this Agreement. For the six month period effective January 1, 2012, there will be no increase. Six months into the Agreement there will be a wage reopener subject to the full economic reopener contained in Article XXIII, Section 9. Eighteen months into the Agreement there will be a wage reopener subject to the full economic reopener contained in Article XXIII, Section 9. Thirty months into the Agreement there will be a wage reopener subject to the full economic reopener in Article XXIII, Section 9.

Effective July 1, 2012

Wage reopener per full economic reopener in Article XXIII, Section 9

Effective July 1, 2013

Wage reopener per full economic reopener in Article XXIII, Section 9

Effective July 1, 2014

Wage reopener per full economic reopener in Article XXIII, Section 9

ARTICLE XXVII

AGREEMENT TERMINATION

This Agreement shall be effective as of this 1st day of January, 2012 and shall remain in full force and effect until the 31st day of December, 2014, and which shall be automatically renewed every year thereafter unless either party shall notify the other in writing ninety (90) days prior to the anniversary date that it desires to terminate or modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in this provision.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth in this provision.

This article will not bar the parties hereto from agreeing upon any subject of mutual interest.

**FOR THE LUCAS COUNTY
SHERIFF'S OFFICE**

FOR THE UAW

**James A. Telb
Lucas County Sheriff**

**Pat Mangold
President, Local 3056 UAW**

**Aaron Nolan
Chairman Bargaining Committee**

**John Tharp
Commander of Administrative Svcs**

**Ralph Green
Bargaining Committee**

**Brian Kennedy
Bargaining Committee**

**Kevin Helminski
Director of Finance & Operations**

**Jessica Modlin
Bargaining Committee**

**Will Carpenter
Bargaining Committee**

**Juan Martinez
Bargaining Committee**

**Frank Holtzmann
Bargaining Committee**

**David Fridell
Bargaining Committee**

**Ken Lortz
Director, Region 2-B UAW**

**Javier Martinez
Bargaining Committee**

**Joseph R. Rioux
Int'l Representative, Region 2-B UAW**

**Reggie Arrington
Bargaining Committee**

SIGNATURE PAGE ON FILE WITH EMPLOYER AND UNION

LETTER OF UNDERSTANDING

The UAW Non-Command Unit and the Lucas County Sheriff's Office agree to Health and Safety Improvements including:

1. Kevlar or similar puncture-resistant gloves for booking and road officers, the extraction team, and additional pairs available for the jail, limited to approximately one hundred (100) pairs.
2. Formation of an Extraction Team in the correction center, including the purchase of appropriate equipment and proper training. Appointment to Extraction Team will be by letter of interest.
3. Purchase of approximately fifty (50) shank proof outer vests to be pooled and available for booking and correction center officers to be worn at officer's discretion.
4. Mace foam will be made available, on a trial basis, in the correction center. The mace foam will be stored in sergeant's office and used only under the sergeants' supervision. Officers working on the road have the option of using mace foam once current supplies of mace are depleted.
5. Patrol cars, estimated at forty (40) vehicles will be equipped with shotgun racks.
6. The booking section of the correction center will be scheduled to be cleaned regularly on a weekly basis.
7. It is agreed that the Sheriff's Office, the nurses unit Local 12, UAW and the UAW non Command Unit will form a Health and Safety Committee to discuss issues of mutual importance.

Additionally, the Sheriff's Office, in conjunction with the Lucas County Commissioners Office, has embarked on extensive improvements in the correction center, including the replacement of the camera/monitor security system.

On Behalf of UAW Non-Command
Bargaining Unit

On Behalf of Lucas County
Sheriff's Office

Joe Rioux 3/6/07
Date

Jon Rogers 3/6/07
Date

Joe Gorney 3/6/07
Date

Jim O'Neal 3/6/07
Date

Sam Mysinger 3/6/07
Date

Date

LETTER OF UNDERSTANDING

The UAW, Non-Command Unit and the Lucas County Sheriff agree to the creation of the following committees:

UNIFORM COMMITTEE

A joint committee will be formed to investigate and determine the feasibility of changing uniforms to BDU uniforms.

TWELVE HOUR SHIFT COMMITTEE

A joint committee will be formed to investigate and explore the benefits of scheduling the road patrol employees for twelve (12) hour shifts.

On Behalf of UAW Non-Command
Bargaining Unit

Joe Rioux 3/6/07
Date

Joe Gorney 3/6/07
Date

Sam Mysinger 3/6/07
Date

On Behalf of Lucas County
Sheriff's Office

Jon Rogers 3/6/07
Date

Jim O'Neal 3/6/07
Date

Date

LETTER OF UNDERSTANDING

During the 2009 contract negotiations, the parties agreed to make modifications to Article VII of the Agreement. It is agreed that any eligibility list already established or in the process of being established at the time of the signing of the ratification of the Agreement will remain in effect for a period of one (1) year from establishment of said list. Following the expiration of the above lists, the procedures negotiated in the Collective Bargaining Agreement effective January 1, 2009 will be followed.

On Behalf of UAW Non-Command
Bargaining Unit

On Behalf of Lucas County
Sheriff's Office

Joe Rioux 3/6/07
Date

Jon Rogers 3/6/07
Date

Joe Gomey 3/6/07
Date

Jim O'Neal 3/6/07
Date

Sam Mysinger 3/6/07
Date

Date

LETTER OF UNDERSTANDING

Sheriff's Office Review

The UAW Local 3056, Non-Command Officers Unit and the Lucas County Sheriff's Office recognize that during the first six months of 2012 a review of operations at the Sheriff's Office will take place. The review process will assist in identifying ways to improve operational and security procedures, cost savings measures and review funding levels. Participants in the review process will be the administration of the Sheriff's Office, the leadership of the UAW, the Lucas County Office of Management and Budget and an as yet undetermined source of outside expertise. The UAW will participate in the process to select such expertise.

On Behalf of the Lucas County Sheriff's Office

On Behalf of UAW, Non-Command Unit

Brenda G. Meyer

Joseph R. Rioux

James O'Neal

Patrick Mangold

Kevin Helminski

Aaron J. Nolan

Date 12/28/11

Date 12/28/11

LETTER OF UNDERSTANDING

Compensatory Time

The UAW Local 3056, Non-Command Officers Unit and the Lucas County Sheriff's Office recognize that as a result of the agreement to take overtime as compensatory time from September 2010 through December 2011, some members of the bargaining unit have accumulated compensatory time above the 240 hours contained in Article IX, Section 4 of the Collective Bargaining Agreement. The parties agree to work to determine how to address the outstanding balances.

On Behalf of the Lucas County Sheriff's
Office

On Behalf of UAW, Non-Command
Unit

Brenda G. Meyer

Joseph R. Rioux

James O'Neal

Patrick Mangold

Kevin Helminski

Aaron J. Nolan

Date 12/28/11

Date 12/28/11

ATTACHMENT "A"

ATTACHMENT "A"

Classification	Wage Rates							
	0-2 yrs	2 yrs	3 yrs	4 yrs	5-9 yrs	10-14 yrs	15-19 yrs	20+
Law Enforcement Deputy Sheriff*	\$14.57	\$16.26	\$17.90	\$19.55	\$22.47	\$22.58	\$22.68	\$22.76
Counselor	\$16.37	\$17.79	\$19.22	\$20.64	\$22.06	\$22.14	\$22.27	\$22.36
Deputy Sheriff/Correction Office	\$13.60	\$15.29	\$16.93	\$18.58	\$21.50	\$21.61	\$21.71	\$21.79
Sanitation	\$16.93			\$18.58	\$21.50	\$21.61	\$21.71	\$21.79
Clerk III/Dispatcher	\$15.68	\$16.86	\$18.03	\$19.21	\$20.38	\$20.47	\$20.55	\$20.64
Clerk II	\$14.25	\$15.53	\$16.81	\$18.07	\$19.37	\$19.40	\$19.48	\$19.55
Clerk I	\$12.09	\$13.32	\$14.57	\$15.80	\$17.04	\$17.10	\$17.13	\$17.22
Clerk/Typist	\$9.26	\$10.14	\$11.01	\$11.90	\$12.77	\$12.80	\$12.86	\$12.92

*Law Enforcement Deputy Sheriffs include:

Road Deputies & Unit 32
 Homeland Security Task Force
 Detective Bureau
 Investigating Drug Enforcement Task Force
 N.W. Ohio Fugitive and Violent Crimes Task Force

Investigators, Toledo Metro Drug Unit
 Arson Task Force
 K-9 Officers
 Gang Task Force Officers
 N.W. Ohio Sheriff's Task Force Unit