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STATE EMPLOYMENT  
COMMISSION BOARD

K# 29426

**AGREEMENT BETWEEN** P 3:42

**LUCAS COUNTY  
SHERIFF'S OFFICE**

STATE EMPLOYMENT  
RELATIONS BOARD  
2013 APR - 1 2 3:42  
3:42

**AND**

**LUCAS COUNTY SHERIFF'S  
COMMAND OFFICERS UNIT  
LOCAL 12, UAW**

**JANUARY 1, 2012 - DECEMBER 31, 2014**

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## AGREEMENT

This Agreement entered into this 1st day of January, 2012 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 12, (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 Command Unit Employees in the Lucas County Sheriff's Office, with respect to classification, compensation, hours, and working conditions and other conditions of employment. The term (Employee) refers to employees of the Office including the rank of Corporal and above. Retired employees are excluded from this Agreement.

##### 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, political affiliation, or sexual orientation. 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: (1) shall after thirty (30) calendar days of 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 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 4. Probationary Period

Employees who are transferred or promoted within the Office must also serve a one hundred twenty (120) calendar day probationary period on the new 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.

## 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 reclassify 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

The union shall designate three (3) members of a Bargaining Committee from among employees in the Command bargaining unit, one of whom shall be designated the Chairperson. The Office agrees to release all members of the Bargaining Committee when they meet with the Office for the purpose of administering or modifying this Agreement or other union business. The Union shall notify the Sheriff of the names of the Bargaining Committee as they are elected. It is understood that the Bargaining Committee shall be relieved to attend a hearing or Union meeting.

The Office shall not discriminate in any manner against any member of the Bargaining Committee for the performance of any Union duties or attempt to resolve contractual disputes. Such Committee Person shall not be intimidated, coerced, harassed, or be denied an opportunity for Office advancement as a result of his/her role within the Union. It is further understood that the Committee Person must be properly relieved by the section head from the post assignment before conducting union business.

## ARTICLE IV

### EMPLOYEE'S BILL OF RIGHTS

- A. An employee has the right to the presence of counsel and/or a representative of his recognized bargaining unit and the right to cross-examination of witnesses at all disciplinary hearings before the employee's disciplinary board and the Sheriff or his designated representative.

- 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 shall be advised that his refusal to answer such questions or participate in such investigation may be made the basis of such a charge.
- D. Any interrogation, questioning or interview shall be conducted at a reasonable hour, preferably 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 material as a 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 requesting an employee to submit to 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. Employee Discipline Defined

The Sheriff's Office will utilize progressive discipline measures and may, depending on the seriousness of the offense, skip or repeat steps in the disciplinary procedure. All discipline will be for just cause and in accordance with Ohio Revised Code Section 124.34. The various forms of discipline may include:

- Verbal Warning.
- Written warning.
- Fine. For purposes of discipline, a fine is the deduction of a certain number of hours from employee's future vacation accrual.
- Working suspension. For purposes of discipline, a working suspension is a suspension that is not actually served but goes in the employee's discipline file for the purpose of progressive discipline actions.
- Suspension without pay.
- Demotion.
- Termination.

#### 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 any employee. Complaints must be referred to IA for investigation within five (5) calendar days from the Sheriff's knowledge of the alleged infraction. 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. The Office may waive the above "(5) and (30)" day provisions for exceptional cases. 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 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) working 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 & 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 3, except where it is immediately necessary to relieve the employee from duty for the safety and welfare of the community, other departmental 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. 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. 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 employees personnel work record.

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 6. Appeal of Disciplinary Action

The disposition of employee discipline may be referred either to the State Personnel Board of Review or by mutual agreement of the parties, through the grievance procedure established by this Agreement. In those cases where the Sheriff alters the findings of the Review Board, the employee shall have the option of choosing either of the two (2) methods. The Sheriff reserves the right to further appeal to the Court of Common Pleas. The employee may not seek both remedies for appeal. Any employee dissatisfied with his performance evaluation may file a grievance to seek redress.

#### Section 7. 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 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 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.

### ARTICLE VI

## GRIEVANCE PROCEDURE

### Section 1. Grievance Procedure Defined

Crucial to the cooperative spirit with which this Agreement is made between the Union and the Office, is the sense of fairness and justice brought by the parties to the adjudication of employee grievances.

### Section 2. Grievance Steps

Step 1 Should any employee believe that his rights and privileges under this Agreement have been violated, the employee shall first attempt to verbally resolve the grievance within a reasonable time. If this cannot be accomplished, the employee may request a committee person to assist in verbally resolving the grievance. If this cannot be accomplished, the committee person shall prepare a grievance and specify what part of the Agreement has been violated within five (5) calendar days of the knowledge of the occurrence. The immediate supervisor must render a decision within three (3) working days. Grievance settlements reached at this step shall not set a precedent. When two (2) or more employees believe a violation has occurred, one (1) grievance may be written for the affected employees. All affected employees may sign the grievance.

Step 2 If a satisfactory adjustment is not reached at this level, the grievance shall be presented by the committee person, within four (4) working days to the supervisor's immediate superior designated by the Office as having responsibility for processing employee grievances. It is agreed that either party may request a meeting to discuss the grievance. A decision in writing shall be made by the supervisor's immediate superior within four (4) working days. This decision shall be sent to the Committee person and a copy sent to the Chairperson.

Step 3 If a satisfactory adjustment is not reached at this level, the grievance shall be presented by the Chairperson to the employee's division head or his designee within five (5) workings days of the immediate supervisor's decision. It is agreed that either party may request a meeting to discuss the grievance. A decision in writing shall be made by the division head or his designee within five (5)

working days. This decision shall be sent to the Chairperson and a copy sent to the International Representative.

Step 4 A Grievance Committee comprised of three (3) member designated by the Sheriff and the Union Bargaining Committee shall meet to discuss and attempt resolve any grievance, prior to such grievance reaching the step level of the Sheriff or his designee. This step level shall be implemented only with the consent of both parties. This meeting will be held within five (5) working days and the Office's answer will be issued within ten (10) working days following the meeting.

Step 5 If a satisfactory adjustment is not reached at this level, the grievance together with all other pertinent material shall be presented to the Lucas County Sheriff by the International Representative and/or any other duly authorized representative of the Union within five (5) working days of the division head's or his designee's decision. A decision shall be made by the Lucas County Sheriff within five (5) working days.

In the event that either party fails to answer a grievance within the time required at any step of the grievance procedure, the grievance will automatically go to the next step. Time limits may be extended by mutual agreement in writing.

### Section 3. Mediation / Arbitration

If no agreement is reached in the preceding steps outlined, then either party may request in writing to submit the matter to arbitration. Within five (5) working days thereafter, the parties will jointly request a list of seven (7) arbitrators from the FMCS (either party may request an alternate panel). Within ten (10) working days after receipt of the list, the parties shall meet to strike out names alternately until only one (1) name remains on the list. The party to strike first shall be determined on an ad hoc basis by a coin toss. The FMCS shall be immediately and jointly notified of the name of the remaining arbitrator who will then serve as the arbitrator for the grievance. Only one (1) grievance shall be submitted to any single arbitrator at any one time,

except by mutual agreement of the parties.

The parties agree to accept the decision of the arbitrator as final and binding, except in those cases affected by Article V, Section 6, however, the Sheriff shall not be bound to accept a decision that abridges or supersedes his statutory authority. Further, the arbitrator shall not modify, detract from, or alter the provisions of this Agreement.

Expenses for the arbitrator's services and proceedings shall be paid by the loser. Each party shall be responsible for compensating its own witnesses.

In the event that LMC again becomes viable, then the following procedure shall replace Section 3 as outlined above:

LMCC Mediation/Arbitration

If no agreement has been reached, either party may demand in writing a mediation hearing. A letter of intent shall be directed within ten (10) working days to the Executive Director of the Toledo-Labor-Management Citizens Committee, hereafter referred to L.M.C., with copies to the parties of this Agreement. After receiving the notice of request for a mediation hearing, the Executive Director of the L.M.C. shall set a hearing date within thirty (30) days.

Within ten (10) working days after the hearing date, the Executive Director of the L.M.C. shall inform both parties in writing of a recommended resolution of the dispute. The mediator shall be bound by and must comply with all of the terms of these policies unless the same is in conflict with an existing statute. He shall have no power to recommend a settlement which shall add to, delete from, or modify in any way any of the provisions of this Agreement. The expense of the mediation hearing shall be borne equally by the Office and the Union.

If no Agreement has been reached through mediation or either party refuses to implement the recommended resolution of the mediator, either party may request in writing to submit the matter

to arbitration. The Executive Director of the L.M.C. shall then provide a list of five members of the L.M.C. to serve as an arbitrator. Management and the Union shall alternately strike names until one of the five aforementioned L.M.C. members remain and shall serve as arbitrator. First strike from the list shall be determined by a flip of a coin with alternating strikes thereafter until one name remains. The parties agree to accept the decision of the arbitrator as final and binding, except in those cases affected by Article V, Section 6, however, the Sheriff shall not be bound to accept a decision that abridges or supersedes his statutory authority. Further, the arbitrator shall not modify, detract from, or alter the provisions of this Agreement.

Expenses for the arbitrator's services and proceedings shall be paid by the loser. Each party shall be responsible for compensating its own witnesses.

## **ARTICLE VII**

### **SENIORITY AND RECALL**

#### **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. Sectional seniority shall be defined as the length of full-time continuous service within a section of the Office. Rank seniority shall be defined as time held at a particular rank.

#### **Section 2. Seniority Lists**

The Office will provide an up-to-date seniority list 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.

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 for a period of one year. Within one year of accepting a position excluded from the bargaining unit, 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. Command Vacancies

Prior to filling a Sergeant's vacancy from the eligibility list, all present Sergeants shall be given the opportunity to submit a letter of interest to the Sheriff regarding the vacant position, and those Sergeants may be considered for the open position.

When a vacancy exists for the position of Lieutenant, all eligible Sergeants will be notified in writing of the intent to fill the vacancy and will be given a job description. The sheriff will accept letters of interest regarding the vacant Lieutenants position and may require interested candidates to submit to an interview for the position. Promotion to the position of Lieutenant is at the discretion of the Sheriff and will be made on the basis of qualification for that position.

When a vacancy exists for the position of Captain, all eligible Lieutenants will be notified in writing of the intent to fill the vacancy and will be given a job description. The sheriff will accept letters of interest regarding the vacant Captains position and may require interested candidates to submit to an interview for the

position. Promotion to the position of Captain is at the discretion of the Sheriff and will be made on the basis of qualification for that position.

#### Section 6. Vacancies Defined

1. Short Term Vacancy: Day to day vacancy due to absence of an employee from regularly assigned post up to fourteen (14) calendar days.
2. Temporary Vacancy: Exists when the Office becomes aware that the absence of a regularly assigned employee will extend beyond fourteen (14) calendar days.
3. Filling Vacancies: When a job vacancy exists that is not short term or temporary the following shall apply:
  - a. The office shall notify the Union in a timely manner not to exceed 6 months after the position was vacated, of the anticipated duration of the vacancy and intention for the position.
  - b. When a position is eliminated from the Bargaining Unit or the Office determines that the position will not be filled, the Office shall notify the Union in writing and in a timely manner, of the reasons for eliminating or not filling the position.
  - c. When promotions into or within the bargaining unit are made, the Office shall notify the Union of the promotions in a timely manner.

#### Section 7. Recall – Command

##### A. Recall of Lieutenant

When it becomes necessary to recall a Sergeant to fill a short-term vacancy as a Lieutenant, it shall be filled by a qualified Sergeant who normally works in the section where the vacancy exists on a volunteer basis.

When a temporary vacancy for a Lieutenant occurs the most senior qualified Sergeant within the section shall fill the vacancy on a volunteer basis.

When a temporary vacancy exists in a section where no Sergeant is assigned, the most senior

qualified Sergeant in that division shall fill the vacancy on a volunteer basis.

#### B. Recall of Sergeants

When it becomes necessary to recall a Sergeant to fill any vacancy, the following process will be followed everywhere except in the Corrections Division:

1. A Sergeant within the same section on a rotating basis will fill the vacancy. Each section will prepare a list of Sergeants within the section who are willing to avail themselves for recall. The list initially will be in order of rank seniority. As the need for recall of a Sergeant is required, Sergeants will be called in order of the listing for acceptance or refusal. Acceptance or refusal will remove the name from the recall until, by acceptance or recall, the entire list has been exhausted. At this time, return to the top name again.

If no Sergeant is available for recall, the Sergeant vacancy will be filled by:

2. Sergeants shall be recalled from a list of qualified Command Officers who are normally assigned to other sections who voluntarily request to be considered for recall. Sergeants interested in being recalled for a department different than where the Sergeant is currently assigned, must submit a letter each January stating what positions the Sergeant is interested in being recalled for and why he/she believes he/she is qualified for those positions. The Sheriff's office will respond to the request and if the Sergeant is not believed to be qualified for a requested position for recall purposes, will provide an explanation of why the Sergeant is not qualified. Vacancies filled in this manner shall be on a rotating basis.
3. If no Command Officers are available for recall after implementing numbers 1 and 2 then the "Office" will fill the vacancy by utilizing other officers.

When a temporary vacancy exists within the Corrections Division, the Office maintains the right to either invoke the daily recall of eligible Sergeants or to appoint an Acting Sergeant in order to fill the temporary vacancy.

When a Non-Command Officer is filling a temporary vacancy in the capacity of Acting Sergeant, for recall purposes, their name will be placed at the top of the third step recall eligibility list for as long as they are filling the temporary vacancy.

#### Section 8. Recall Violation

In the event the next name on a recall list is inadvertently by passed, and the 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. Such awarded Recall Violation Bonus Hours are 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/her current hourly wage rate.

#### Section 9. 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 promotional procedures 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

this job description 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.

Basic job descriptions for all departmental positions as well as an Organizational Chart will be made available to the Union. The Union will be notified immediately when changes or revisions are made to any job description or the Organizational Chart.

#### 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 assigned higher rate for all time worked in the higher classification.

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.

### ARTICLE IX

#### WORKDAY

The employee 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.

#### 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 (1½ 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 appearances 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 (1½ times) for such required court appearances. In the event the employee is held beyond the guaranteed minimum of two (2) hour period, he shall be compensated at time and one-half (1½) 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

All overtime shall be governed by the Fair Labor Standards Act including the provision to allow the employee to accumulate four hundred and eighty (480) hours of compensatory time.

#### Section 5. Changing Shifts

Employees with identical rank within a section by mutual consent with the Sheriff's approval may exchange shifts on a monthly basis.

Section 6. Day off Scheduling

Supervisors will publish on or before the twenty-fifty (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
- c.) Employees exchanging days off (voluntarily)

Section 7, Assignments

Where more than one Command Officer of equal rank are assigned to the same section, rank seniority will be used to determine shift preferences unless otherwise decided by the Sheriff. It is understood that as Command Officers for the Lucas County Sheriff's Office, post assignments as well as shift assignments are at the sole discretion of the Sheriff.

In an effort to better understand the interests of his staff, the Sheriff will allow Command Officers the opportunity to submit in writing any requests that they have regarding either post assignment or shift assignment. Such requests will be accepted annually between January 1<sup>st</sup> and January 14<sup>th</sup> of the calendar year. The Sheriff is under no obligation to honor these requests but will take them into consideration.

**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.

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

The scheduling of vacation for Command Officers shall be conducted utilizing office seniority. When two or more Command Officers assigned to the same section have identical office 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.

### 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 YEARS DAY	INDEPENDENCE DAY
MARTIN LUTHER KING DAY	LABOR DAY
PRESIDENT'S DAY	VETERAN'S DAY
COLUMBUS DAY	THANKSGIVING DAY
MEMORIAL 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.

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 twenty four hours.

12-hour employees who are scheduled to work or who work recall (voluntarily or involuntarily) on a holiday, and work at least six hours of their twelve 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 thirty six 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

Sick leave shall be earned and used in compliance with Ohio Revised Code No. 124.38. 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 employees 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 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 his 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 five (5) continuous work days or more, MUST present a doctor's certificate upon return to duty.
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

Any employee having ten (10) years or more 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. Such payment shall be based upon the employee's rate of pay at the time of retirement.

## Section 3. Use of Leave

(A) 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 intention self-inflicted wounds, use of illegal drugs, or alcoholic beverages or while committing a felony.

(B) Immediate family (defined) – Grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, grandchild, child, step child, step parent, legal guardian or 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. 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.

Any Command Officer required to report for jury duty on an assigned work day will be compensated in full for reporting. Officers scheduled to work 2<sup>nd</sup> shift will be considered reassigned for the same day they are to report. Officers working 3<sup>rd</sup> shift will be considered reassigned for the night prior to reporting for service.

#### Section 7. Bonus Days

Each employee is entitled to five (5) sick bonus days per calendar year contingent on unused sick leave. One-half (1/2) day of sick leave hours shall be deducted for each day of sick leave taken. Sick leave bonus days shall be deducted as time off during the calendar year following the year in which they are earned. Sick leave bonuses shall not be carried over into the following year except with the approval of the appointing authority. Any portion of a sick day used shall be considered a full day for the purpose of this section. Bonus days earned from 1-1-12 through 12-31-12 will be returned beginning 1-1-13 and so on for each year thereafter.

Instead of taking time off for earned sick bonus days, an employee can choose to be paid for the equivalent number of hours earned. The request must be made in writing and made by April 1<sup>st</sup> of the year following the year in which the sick bonus is earned. The employee will be paid at the employee's hourly rate at the time payment is made.

<b>BONUS DAYS- CANCELLATION TABLE</b>											
<b>MONTHS WORKED</b>	<b>SICK DAYS TAKEN</b>										
	0	1	2	3	4	5	6	7	8	9	10
12	5	4.5	4	3.5	3	2.5	2	1.5	1	.5	0
11	4.5	4	3.5	3	2.5	2	1.5	1	.5	0	
10	4	3.5	3	2.5	2	1.5	1	.5	0		
9	3.5	3	2.5	2	1.5	1	.5	0			
8	3	2.5	2	1.5	1	.5	0				
7	2.5	2	1.5	1	.5	0					
6	2	1.5	1	.5	0						
5	1.5	1	.5	0							
4	1	.5	0								
3	.5	0									

**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 Code as may be amended in accordance with state law.
- 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 of 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". 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 attendance 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. 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.

### Section 6: Union Leave

The Office may grant a leave of absence without pay for Union members to transact Union business for union meetings, conventions, conferences, and schools or other legitimate union business. Persons requesting this type of leave of absence must submit such a request not less than one (1) week in

advance of their intended absence. Union leave of absence shall not be unreasonably denied.

#### 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 agrees 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 in the Union Mail Box provided at the Office. If the rules 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/RECLASSIFICATION

##### 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.

For employees who do not have the right to return to the Non-Command Bargaining Unit under Article VII, Section 4 of the Non-Command Collective Bargaining Agreement, the Lucas County Sheriff's

Office shall layoff 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 Procedure

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 the 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.

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 lay-off from the Lucas County Sheriff's Office.

Section 3. Recall from Lay-off

The name 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 lay-off 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.

Section 4. Reclassification

For employees who have the right to return to the Non-Command Bargaining Unit under Article VII, Section 4 of the Non-Command collective bargaining agreement, when it becomes necessary to reduce the

membership of the Lucas County Sheriff's Office Command Unit, such reductions will be made on the basis of reverse rank seniority. The Office will make the determination as to what positions are to be eliminated and where those job responsibilities will be absorbed. If a Captain's position is to be eliminated, based on rank seniority, the least senior Captain in the bargaining unit will have the right to bump back to the rank of Lieutenant. Similarly, if the position of a Lieutenant is to be eliminated, either by Office determination, or by a higher ranking Officer bumping back to this rank, the least senior Lieutenant, based on rank seniority, will have the right to bump back to the rank of Sergeant. If the position of a Sergeant is to be eliminated, either by Office determination, or by a higher ranking Officer bumping back to this rank, the least senior Sergeant, based on rank seniority, will have the right to bump back to the Non-Command Unit.

In the event that Command Officers are bumped back to the Non-Command Bargaining Unit, they will be returned to the Command Unit in order of rank seniority, in the inverse order from which they were bumped, immediately upon a vacancy becoming available or a new position being created. Command Officers who are bumped back to the Non-Command Bargaining Unit will not be subject to re-bid for promotional opportunities; rather, they shall be restored as Command Bargaining Unit members prior to any new Non-Command Unit promotions being made.

## **ARTICLE XVI**

### **NO SLOW DOWN OR INTERRUPTION OF WORK**

#### **Section 1.**

It is understood and agreed that the services performed by the Lucas County Sheriff's Office employees included in the 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 Sheriff's Office agrees that it will not lockout or prevent employees from performing their regularly assigned duties.

#### **Section 2.**

In the event of any action by the employees in violation of Section 1 of this Article, the Union shall,

upon receiving notice thereof, urge its members to discontinue all actions in violation of Section 1, take immediate affirmative actions to accomplish the same, and immediately address a letter to the Sheriff's Office notifying the Sheriff's Office that such action was unauthorized by the Union.

Section 3.

The Sheriff's Office shall be entitled to discipline, including discharge, employees responsible for any violation of Section 1 of this Article, subject to Article 12 Grievance Procedure.

**ARTICLE XVII**

**MAINTENANCE OF STANDARDS**

The Office 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**

**OFFICE 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. All deputized Command Officers will be issued the same equipment regardless of division or section assignments. 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 contract year. The uniform allowance shall be as follows:

Effective January 1, 2012 - \$680

Effective July 1, 2012 – reopener for calendar year 2013 per full economic reopener in Article XXI, Section 11

Effective July 1, 2013 – reopener per full economic reopener in Article XXI, Section 11

Effective July 1, 2014 – reopener per full economic reopener in Article XXI, Section 11

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

### Section 2. Protective Vests

Upon request, protective vests will be issued to all deputized Command Officers at the discretion of the Sheriff.

### Section 3. Departmental Weapons

All Command Officers will be issued departmental weapons.

## ARTICLE XIX

### TRAINING PROGRAMS

Sheriff Office employees shall not be deputized until they have completed the prescribed departmental 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. Annual refresher courses will be made available to all employees.

## 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**

### **MISCELLANEOUS PROVISIONS**

#### **Section 1. Bulletin Boards**

The Union may provide one 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 related to official union business and a copy sent to the Sheriff or his designee.

#### **Section 2. 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 3. Union Space**

The union shall be provided with a locking file cabinet and meeting space made available when requested.

#### **Section 4. Mileage Reimbursement**

The Office agrees to maintain mileage reimbursement at the current level until amount of reimbursement is raised by the Lucas County Commissioners.

Section 5. 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 6. Law Enforcement Service Factor

To give recognition to the unique nature of the 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 payment in the sum of:

January 1, 2012 - \$320.00

July 1, 2012 – reopener for calendar year 2013 per full economic reopener in Article XXI, Section 11

July 1, 2013 – reopener per full economic reopener in Article XXI, Section 11 July

1, 2014 – reopener per full economic reopener in Article XXI, Section 11

The County will make every effort to pay the law enforcement service factor allowance as soon as possible after January 1 of each year of the contract.

Section 7. Employee Assistance Program

A voluntary and confidential Employee's Assistance Program (EAP) has been in existence since 1995. At least one member of the Command Officer Bargaining Unit will serve as a representative of the EAP and will report directly to the Sheriff regarding EAP issues.

Section 8. Family and Medical Leave Act

During the term of this Agreement bargaining unit employees shall be provided with information relating to the Family and Medical Leave Act.

Section 9. Parking

Command Bargaining Unit members will be provided with parking permits which will allow them to park on Canton Street and in the first three (3) spaces on Spielbusch Avenue

closest to Jackson Street during first shift hours. On second and third shift, Command Officers will additionally be permitted to park in front of the Jail on Spielbusch Avenue. These spaces will be available on a first come first serve basis.

Employees who due to limited available parking spaces, are not able to park their vehicle at no cost while they are on duty for the Office, 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 Office, by the first pay period in November each calendar 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 Office.

#### Section 10. Command Officer Supervisory Allowance

To give recognition to the unique nature of the services performed by the Command Officer Supervisors, and to compensate for the constant occupational stress of their duties, each employee shall receive payment in the sum of:

January 1, 2012 - \$225.00

July 1, 2012 – reopener for calendar year 2013 per full economic reopener in Article XXI, Section 11

July 1, 2013 – reopener per full economic reopener in Article XXI, Section 11

July 1, 2014 – reopener per full economic reopener in Article XXI, Section 11

The County will make every effort to pay the law enforcement service factor allowance as soon as possible after January 1 of each year of the contract.

#### Section 11. Economic Reopeners

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

Section 12. Efficiencies

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

Section 13. 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 of Lucas County, 1622 Spielbusch Avenue, Toledo, Ohio 43604. Notice to the Union shall be addressed to the Bargaining Unit Chairperson at his/her location of employment and the UAW International Representative at 1691 Woodlands Drive, Maumee, Ohio 43537.

**ARTICLE XXII**

**INSURANCE PROGRAM**

The Employer 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 XXIII**

**SAVINGS 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 rider thereto, or the application of such article or section to persons or circumstances other than these 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 XXIV**

#### **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.

The parties agree that members of the Joint Health and Safety Committee will receive committee member training provided the Health and Safety Department of the International Union, UAW.

The office agrees to pay lost time and benefits for two (2) Union members of the Health and Safety Committee to attend further training, provided by the Health and Safety Department of the International Union, UAW, one (1) time during the term of this agreement.

#### **ARTICLE XXV**

#### **RATES OF PAY**

Rates of pay for Lucas County Sheriff's Office employees covered by this Agreement are as follows: For the six (6) month period effective January 1, 2012, there will be no increase. Six (6)

months into the Agreement there will be a wage reopener subject to the full economic reopener contained in Article XXI, Section 11. Eighteen (18) months into the Agreement there will be a wage reopener subject to the full economic reopener contained in Article XXI, Section 11. Thirty (30) months into the Agreement there will be a wage reopener subject to the full economic reopener contained in Article XXI, Section 11.

## **ARTICLE XXVI**

### **LABOR-MANAGEMENT COMMITTEE**

There is hereby established a Labor-Management Committee (LMC). In the interest of sound labor/management relations, unless mutually agreed otherwise, meetings with the Command LMC will be scheduled within five (5) days before or after LMC meetings with the Non-Command Unit. Not more than four (4) representatives from 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 (4) representatives when they attend LMC meetings.

## **ARTICLE XXVII**

### **AGREEMENT TERMINATION**

The non-economic and economic portion of this Agreement shall be effective as of the 1st day of January, 2012 and shall remain in full force and effect until December 31, 2014. It which shall be automatically renewed every year thereafter unless either party shall notify the other in writing sixty (60) 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 thirty (30) 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 matter set forth in this provision. This article will not bar the parties hereto from agreeing upon any subject of mutual interest

## Signature Page:

### LUCAS COUNTY SHERIFF'S OFFICE

James Telb

James Telb, Lucas County Sheriff

John Tharp

John Tharp, Commander of Administrative Services

Kevin Helminski

Kevin Helminski, Director of Finance and Operations

### United Automobile, Aerospace, Agricultural Workers of America (UAW) Lucas County Sheriff's Command Officers Unit of Local 12

Tricia White

Lt. Tricia White, Unit Chairperson

Matthew Luettker

Sgt. Matthew Luettker, Bargaining Committee

Shari Olm

Sgt. Shari Olm, Bargaining Committee

Bobby Chromik

Sgt. Bobby Chromik, Bargaining Committee

Ken Lortz

Ken Lortz, Director, Region 2-B, UAW

Linda Neundorfer

Linda Neundorfer, International Representative Region 2-B, UAW

DATE: 12/28/2011

DATE: 12/28/2011

*(Signatures on file with LCSO Administration and UAW Region 2-B)*

**Appendix A**

**Wage Schedule**

**Effective January 1, 2012**

	<u>0-14 Years</u>	<u>15-21 Years</u>	<u>22-25 Years</u>	<u>25+ Years</u>
Sergeant	\$26.76	\$27.42	\$27.68	\$28.09
Lieutenant	\$29.42	\$30.13	\$30.42	\$30.88

**Effective July 1, 2012**

Wage reopener per full economic reopener in Article XXI, Section 11

**Effective July 1, 2013**

Wage reopener per full economic reopener in Article XXI, Section 11

**Effective July 1, 2014**

Wage reopener per full economic reopener in Article XXI, Section 11

Letter of Understanding  
**Sheriff's Office Review**

The UAW Local 12, Command Officer's Unit and the Lucas County Sheriff's Office recognize that during the first six (6) 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 Lucas County Sheriff's Office**

**On Behalf of UAW, Command Unit**

Brenda G. Meyer

Sarah Ogdahl Laws

James O'Neal

Tricia White

Kevin Helminski

Matt Luetke

Date 12/28/11

Date 12/28/11

Letter of Understanding  
**Compensatory Time**

The UAW Local 12. Command Officer's 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 480 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 Lucas County Sheriff's Office**

Brenda G. Meyer

James O'Neal

Kevin Helminski

Date 12/28/11

**On Behalf of UAW, Command Unit**

Sarah Laws

Tricia White

Matt Luettker

Date 12/28/11

## **Know Your Weingarten Rights**

Under the Supreme Court's Weingarten decision, when an investigatory interview occurs, the following rules apply:

### **Rule 1:**

The employee must make a clear request for union representation before or during the interview. The employee cannot be punished for making this request.

### **Rule 2:**

After the employee makes this request, the employer must choose from among three options. The employer must either:

- Grant the request and delay questioning until the union representative arrives and has a chance to consult privately with the employee; or
- Deny the request and end the interview immediately; or
- Give the employee a choice of (1) having the interview without representation or (2) ending the interview.

### **Rule 3:**

If the employer denies the request for union representation, and continues to ask questions, it commits an unfair labor practice and the employee has a right to refuse to answer. The employer may not discipline the employee for such a refusal.

