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**Agreement Between**

**THE LAKE COUNTY SHERIFF'S DEPARTMENT**

**and**

**THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION**

**Non-Commissioned**

**Sergeants and Lieutenants**

**EFFECTIVE DATE:** April 1, 2014

**ENDING:** March 31, 2017

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**CO Sgt. / Ltn. 2014**

**PREAMBLE**

This Agreement entered into between the Lake County Commissioners and the Sheriff of Lake County, Ohio (hereinafter referred to as Sheriff, Management, or Employer) and the Ohio Patrolman's Benevolent Association (hereinafter referred to as OPBA or Union). All references to employees in this Agreement designate both sexes, and wherever gender is used it shall be construed to include male and female employees and witness that;

**ARTICLE 1**

**RECOGNITION AND PURPOSE**

Section 1.

The Lake County Sheriff and the Lake County Commissioners hereby recognize the OPBA as the sole and exclusive bargaining agent for all employees designated as included in Appendix A, Section 1 of this Agreement. The Union, as a term and condition of this agreement, has provided the Employer a notarized affidavit certifying compliance with the Ohio Revised Code Section 3517.13.

Section 2.

Exclusions to the Bargaining Unit are designated in Appendix A, Section 2 of this Agreement.

Section 3.

The purpose of this Agreement is to establish all matters of wages, hours, terms and conditions of employment and to provide for orderly, harmonious and cooperative employee relations between the parties.

Section 4.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement.

**ARTICLE 2**

**NON-DISCRIMINATION**

Section 1.

It is a condition of this Agreement, agreed to by both parties, to provide equal opportunity to all employees and to prohibit any discrimination because of race, creed, sex, marital status, national origin, age, handicap or political affiliation.

Section 2.

Nothing in this contract shall provide, however, any additional rights, privileges, recourse or remedy other than those already provided by state and federal laws.

## **ARTICLE 3**

### **NO STRIKE/NO LOCK OUT**

#### Section 1.

The Union agrees for itself and its members that neither it nor they will directly or indirectly call for, instigate, sanction or encourage a strike or any concerted work stoppage or other job action designed to impair or impede the functions of the Lake County Sheriff's Department or any part thereof.

#### Section 2.

The Union agrees to actively seek stoppage of any type of job action by a member or members of the Ohio Patrolmen's Benevolent Association and shall take whatever affirmative steps reasonably within their ability that are necessary to end such job action.

#### Section 3.

The County of Lake, Ohio and the Sheriff agree not to lock out any employee in the Union during the term of this Agreement.

## **ARTICLE 4**

### **MANAGEMENT RIGHTS**

#### Section 1.

Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer through its appropriate agent retains the right to:

1. Hire, discharge, transfer, suspend and discipline employees;
2. Determine the number of persons required to be employed, laid off or discharged;

3. Determine the qualifications of employees covered by this Agreement;
4. Determine the starting and quitting time and the number of hours to be worked by its employees;
5. Make any and all rules and regulations;
6. Determine the work assignments of its employees;
7. Determine the basis for selection and retention of employees;
8. Utilize a promotional process whereby it shall be Management's right to develop the process and set the criteria for all promotions;
9. Determine the type of equipment used and the sequence of or processes;
10. Determine the making of technological alterations by revising either process or equipment, or both;
11. Determine work standards and the quality and quantity of work to be produced;
12. Select and locate buildings and other facilities;
13. Establish, expand, transfer and/or consolidate work processes and facilities;
14. Consolidate, merge or otherwise transfer any or all of its facilities, property, processes or work or change in any respect the legal status, management or responsibilities of such property, facilities, processes or work;
15. Terminate or eliminate all or any part of its work or facilities.

## Section 2.

In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its work force which the Employer through its appropriate agent has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

Section 3.

It is further agreed that the above Sections 1 and Section 2 shall not be subject to the grievance procedure herein contained.

**ARTICLE 5**

**SENIORITY**

Section 1.

Seniority shall be an employee's uninterrupted length of continuous full-time employment with the Lake County Sheriff's Department, from the last date of hire as a full-time employee. An employee shall have no seniority for the probationary period provided in Article 6, but upon completion of the probationary period, seniority shall be retro-active to the date of hire.

Section 2.

Seniority shall be terminated when an employee:

- A. Quits or resigns;
- B. Is discharged for just cause;
- C. Is laid off for a period of more than eighteen (18) consecutive months;
- D. Is absent without leave for three (3) or more work days unless proper excuse for the absence is shown or if no notice was given, a satisfactory excuse for the failure to give notice;
- E. Fails to report for work when recalled from layoff within fourteen (14) calendar days from the date of receipt of recall notice sent by Certified Mail (to the employee's last known address as shown on the Employer's records);
- F. Retires;
- G. Fails to report for work within forty-eight (48) hours of expiration of an approved leave of absence, unless otherwise mutually agreed to extend, secured in writing.

## **ARTICLE 6**

### **PROBATIONARY PERIOD**

#### **Section 1.**

All newly hired employees of the Lake County Sheriff's Department shall serve an initial probationary period. This period is one (1) year for all Sergeants and Lieutenants. While serving in the probationary period, it is the Employer's sole and exclusive right in determining to retain, promote, demote, suspend or discipline such employees.

#### **Section 2.**

Probationary employees shall be afforded Union representation and benefits as defined and set out in these Articles, but shall not be afforded access to the grievance procedure or disciplinary process defined in this Agreement while serving in the probationary period.

## **ARTICLE 7**

### **LAYOFF AND RECALL**

#### **Section 1.**

Employees may be laid off as the result of lack of work, lack of funds, for reasons of economy and efficiency or for a reorganization for an efficient operation as determined by the Employer. Whenever the Employer determines a layoff is necessary, the Employer shall determine the classification, rank, or position and the respective number of employees to be laid off.

The Employer will notify the Union and affected employees fourteen (14) calendar days in advance of any layoff.

## Section 2.

Once the number of layoffs and the respective positions, rank or classification have been determined by the Employer, affected employees shall be laid off based upon seniority with the least senior employee being laid off first, except that a ranking officer of Lieutenant shall be laid off based upon time in grade used to determine initial seniority.

If a ranking officer of Lieutenant upon receiving a notice of layoff wishes to bump down to a lower rank of Sergeant if his seniority allows, he shall give notice to the Employer within five (5) days of receipt of the notice of layoff.

The lower ranking officer of Sergeant affected will then receive notice of layoff within the original fourteen (14) days of the layoff notifications.

## Section 3.

Employees who have been laid off shall retain reinstatement rights to the classification from which they were laid off and shall be subject to recall by the Employer for a period of eighteen (18) months from the effective date of the layoff. It shall be the responsibility of the employee to keep the Employer advised, through written notice, of his current mailing address.

## Section 4.

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

## Section 5.

Employees shall be recalled in the reverse order of layoff according to seniority. An employee on layoff will be given fourteen (14) calendar days to return to work from the date on which the employee receives the recall notice.

Section 6.

Bumping rights shall be permitted for an employee promoted within the appointing authority for the length of the promoted employee's probationary period not to exceed one (1) year. The procedure for such bumping shall be the same as set out in Section Two (2) of this Article.

**ARTICLE 8**

**LABOR/MANAGEMENT COMMITTEE**

Section 1.

A Labor/Management Committee consisting of one (1) representative from each Bargaining Unit who will represent that Unit and an appropriate number of two (2) or more representing Management will be established. This Committee will meet in February, May, August and November of each year of this Agreement or as mutually agreed by the parties.

Section 2.

The quarterly meetings are established to discuss items of concern which are inappropriate for contract discussions which deal with the Employer and the Employees. Each item shall be submitted ten (10) days prior to the meeting and each item shall be fully discussed in this written form as to what the concern is and what the possible solutions are. Both sides will then determine and set the agenda from these proposals prior to the meeting.

Section 3.

The names of those representatives for the employees shall be submitted to Management ten (10) days after the signing of this Agreement. Management shall submit to the Union the names of their representatives. If either side wishes to substitute a member, it must be done thirty (30) days in advance of the scheduled meeting.

Additional meetings may be held if necessary and agreed upon by all parties. Such meetings and locations shall be limited to the following:

1. Discussions on the implementation and general administration of this contract.
2. A sharing of general information to the interest of all parties.
3. Changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.
4. Items which the employee wishes Management to consider which are not conditions of the bargaining contract.

It is understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at Labor/ Management conferences, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

When absence from work is required to attend Labor/ Management meetings, Bargaining Unit members shall not be granted work leave unless approved by Management. Those Bargaining Unit members on off-duty time shall not be compensated for attending these meetings.

## **ARTICLE 9**

### **DUES DEDUCTIONS**

#### **Section 1.**

The Employer and the Union agree that membership in the Union is available to all employees designated as included in Appendix A of this Agreement.

#### **Section 2.**

The Employer shall make an automatic payroll deduction of Union dues or assessments from the wages of any employee, upon receipt by the Sheriff of a written authorization form,

Appendix B, signed individually and voluntarily by the employee.

Section 3.

The amount of dues uniformly applied shall be given to the Employer thirty (30) days in advance of such deduction or change in previous amount to be deducted. The Employer shall not be responsible for any calculation required to determine an amount of dues.

Section 4.

The Employer shall remit said amount, along with a list of those employees for whom deductions were made, to the designated official representative of the Union on a monthly basis.

Section 5.

The Union shall indemnify the County of Lake, Ohio and any Department of the County and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the County or any Department of the County for the purpose of complying with the provisions of this Article.

**ARTICLE 10**

**GRIEVANCE AND ARBITRATION**

Section 1.

A grievance is defined as an allegation that there is a complaint, dispute or other controversy of a specific article or section of this Agreement, including disciplinary actions as set out in Article 12, Section 3.

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this agreement and specifically waives any right of appeal through the State of Ohio Personnel Board of Review.

## Section 2.

Should the Administration fail to comply with the time limits herein, the Union may appeal immediately to the next step. Should the Union fail to comply with the time limits herein, the grievance shall be considered abandoned. All time limits may be extended by mutual consent.

## Section 3.

The following procedures shall be utilized when a grievance is initiated by a member of a Bargaining Unit. Grievances shall be initiated by the respective Bargaining Unit affected. There shall be no solicitation of grievances by representatives of the Union.

### STEP 1:

A grievance must be presented orally or in writing. At the choice of the aggrieved, to the Shift Supervisor or, in their absence, the Division Commander, within five (5) working days of the occurrence or within five (5) days after it has become known to the employee. The Shift Supervisor or, in their absence, the Division Commander shall have five (5) days following such presentation to submit an oral response. The employee shall be accompanied by a Union representative, if so requested.

### STEP 2:

If the grievance is not settled at the first step, the Union or the aggrieved will reduce the grievance to writing. The written grievance must be presented to the Chief Deputy within five (5) working days after receipt of the Step 1 answer. The Chief Deputy shall reply in writing within five (5) working days after receipt of the written grievance.

### STEP 3:

If the grievance is not settled at Step 2, the Union or aggrieved may appeal in writing to the Sheriff. Such appeal must be submitted within seven (7) working days after

receipt of the Step 2 reply. The Sheriff shall meet within thirty (30) calendar days with the Union or the aggrieved to attempt to resolve the grievance. The Sheriff shall reply in writing within ten (10) working days following such meeting.

STEP 4:

If the grievance is not resolved at Step 3, the Union may, within ten (10) days after the decision of the Sheriff certify in writing to the other party its intent to submit the grievance for arbitration.

A member of the Bargaining Unit and his grievance representative shall be allowed time off from regular duties with pay for attendance at scheduled meetings under the grievance procedure with prior approval of their respective supervisors. Such approval shall not be unreasonably withheld, and the withholding of such approval shall result in an automatic equivalent extension of time limits within which a grievant must appeal his grievance or have it heard.

ARBITRATION

SELECTION:

The Union shall request that the Federal Mediation and Conciliation Service submit a list of seven (7) arbitrators, selected from a Sub-Regional pool, to both parties. The parties shall meet within five (5) working days of receipt of said list for the purpose of selecting the arbitrator by alternately striking names from the list until one name remains. A determination to decide the order of striking of the names shall be determined in the following manner: a coin shall be flipped. The party flipping the coin shall do so in a way that it goes into the air and is allowed to hit the floor. The party not flipping the coin shall call "heads" or "tails" while the coin is in mid air. If the person calling the coin gets the

call he has made, he will have the choice as to the order used to strike names from the Mediator's list, i.e., whether they wish to strike the first and third names or the second and fourth names. If the party calling the flip does not win, the party flipping the coin shall have the right to decide whether he wishes to strike the first and third names or the second and fourth names.

HEARING TIME:

The arbitrator shall schedule a hearing within thirty (30) days at a time and place convenient to the parties.

JURISDICTION:

The arbitrator shall be expressly limited to the meaning, intent, or application of the provisions of this Agreement. He shall have no power to add to, detract from, or alter in any way, the provisions of this Agreement.

BINDING ON BOTH PARTIES:

The decision of the arbitrators shall be in writing and binding on both parties.

COST SHARING:

The fees and expenses of the Arbitrator and the cost of the hearing room, if any, will be equally shared between both parties. However, expenses relating to the calling of witnesses or obtaining of deposition or any other similar expenses associated with such proceedings shall be borne by the party at whose request such witnesses or deposition is required.

## ARTICLE 11

### REVIEW OF PERSONNEL FILES

#### Section 1.

Every member shall be allowed to review his personnel file at a reasonable time during regular office upon the written request to the Sheriff, and in the presence of the Sheriff or his designated representative. Except for Supervisory and Administrative personnel with a legitimate need to know, and except for the Office of the Director of Administrative Services, the State Employment Relations Board, and courts of competent jurisdiction that have subpoenaed them, or as required under the public records act.

## ARTICLE 12

### DISCIPLINARY PROCEDURE/APPEAL PROCESS

#### Section 1.

Disciplinary actions may be imposed upon an employee for just cause and may include any of the following:

1. Cautionary Warning
2. Written Reprimand
3. Suspension
4. Discharge

Other actions such as reassignment, counseling, rehabilitation program, or other conditional requirements may be imposed based on the nature of the event.

Normally, the Employer shall follow the tenants of progressive discipline except for infractions considered serious by the Employer. Progressive disciplinary actions shall not be categorized based on the nature of separate events.

Employees shall receive a copy of disciplinary actions and sign recognizing receipt.

## Section 2.

In such events where the Employer intends to discipline an employee in a manner that results in a loss of pay or benefits, a pre-disciplinary hearing shall be offered. The Employer shall give notice of the hearing which includes the nature of the charges and level of discipline intended.

The affected employee shall have the right of representation at any such pre-disciplinary hearing.

At such hearing, the Employer shall present the reasons for the intended action and offer an opportunity for the employee to respond.

## Section 3.

A letter of rebuttal for any cautionary reprimand may be placed in the employee's personnel file, and is not subject to the grievance procedure, except that those incidents may be reviewed, if led to a suspension or greater action.

Employees who have received a written reprimand may appeal such disciplinary action through the grievance procedure set out in this Agreement. Such grievances shall be submitted directly to Step 2, whose response shall be final with no further appeals.

Only employees who have been disciplined in a manner that results in a loss of pay or benefits may appeal such disciplinary action through the grievance and arbitration procedure set out in this Agreement. Such grievances shall be submitted directly to Step 3.

By agreement to process disciplinary appeals through the grievance procedure, Bargaining Unit employees waive any right of appeals through the State Personnel Board of Review, except for a new hire employee as set out in Probationary Period, Article 6.

#### Section 4.

Records of any cautionary or written reprimands will cease to have force and effect or to be considered in future disciplinary measures one (1) year after the effective date of the reprimand, providing there are no intervening reprimands during the period.

Records of any suspension of three (3) days or less will cease to have force and effect or be considered in future disciplinary measures five (5) years after the effective date of the suspension, providing there are no intervening suspensions during the period.

Records of any suspension greater than three (3) days will cease to have force and effect or to be considered in future disciplinary measures seven (7) years after the effective date of the suspension, providing there are not intervening suspensions during the period.

### **ARTICLE 13**

#### **INTERNAL INVESTIGATION PROCEDURES**

A Bargaining Unit member who is to be questioned as a suspect in any investigation which may result in his/her being charged under the criminal statutes of this or any other state or of the United States, shall be advised of his/her constitutional rights according to law. The members shall have the right to legal counsel and upon such a request, all questioning shall cease.

It shall be the duty of any officer who is the subject of any internal affairs investigation to cooperate fully with the Internal Affairs Unit.

Any officer who is contacted regarding any internal affairs investigation, whether or not he/she is the subject of the investigation, shall cooperate fully with the Internal Affairs Unit.

All officers requested to give any statement shall, when requested by an Internal Affairs Investigator, give a statement of facts concerning the incident being investigated. The request for

the statement should be timed so that a complete rational answer can be given. This statement shall be either in inner- office form or a formal statement, at the discretion of the Internal Affairs Investigator.

The County cannot in the course of an investigation obtain evidence through the use of administrative pressure, threats, coercion, or promise. The County may require an employee to give a blood sample, urine sample, or breath sample to be used in an internal investigation process. The County may ask that the employee voluntarily submit to a polygraph examination to be used in the course of an internal investigation.

Some of these situations may lead to disciplinary action at which time the employee will be offered the normal time sequence and the availability of witnesses of his own choosing.

If the investigation reveals criminal activity and the officer has not waived his/her constitutional rights, the officer may be represented by counsel, either in the form of an attorney, an OPBA representative, or a witness of his/her own choice.

All investigations of an internal nature shall be instituted at the discretion and under the specific orders of the Sheriff with the investigation under the direct supervision of the Administrative Aide or other designated Hearing Officer.

When a single anonymous complaint is made against a member of the Bargaining Unit and there is no corroborative evidence of any kind, the Bargaining Unit member accused shall not be required to submit to interrogation or make a report. If the complaint is found to be invalid or progress is not possible due to the lack of evidence, then the complaint shall be deemed unfounded and all records or entries placed in an investigation file.

The parties herein agree that there shall be no press release by the County or the OPBA regarding the employee under investigation, the nature of the investigation, or the progress of the

investigation, until the investigation is completed and the employee is either cleared or charged.

Any criminal penalties administered shall not be subject to the grievance procedure. All other discipline imposed in accordance with this Agreement shall be administered through the disciplinary process and shall not be subject to the grievance procedure.

## **ARTICLE 14**

### **SICK LEAVE**

#### **Section 1.**

All employees in full-time County service are entitled to earned sick leave with pay.

Full-time employees accumulate sick leave at the rate of 4.6 hours for each completed and paid eighty (80) hours of service. Effective the start of the next pay period upon implementation of this Agreement, employees shall accumulate sick leave at a rate of 3.077 hours for each completed and paid eighty (80) hours of service (ten [10] days per year). Credit is given for all time in active pay status, including vacation and sick leave, but not for time on leave of absence without pay or while receiving paid injury leave.

Sick leave is charged in minimum units of one (1) hour for the first hour, and then charged as used. The employee shall be charged for sick leave only for days upon which they would otherwise have been scheduled to work.

Sick leave may be granted for absences due to the following reasons:

- A. Illness, injury, or pregnancy-related conditions of the employee.
- B. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
- C. Examination of the employee, including medical, psychological, dental or optical examination by an appropriate practitioner.
- D. Death of a member of the employee's immediate family (refer to Bereavement Section).
- E. Illness, injury or pregnancy-related condition of a member of the employee's immediate family\* where the employee's presence is reasonably necessary for the health and welfare of the employee's family member.
- F. Examination, including medical, psychological, dental, or optical examination of a

member of the employee's immediate family\* by an appropriate practitioner where the employee's presence is reasonably necessary.

**\*DEFINITION OF IMMEDIATE FAMILY:**

Mother, father, sister, brother, son, daughter, grandmother, grandfather, grandson, granddaughter, spouse, or legal guardian

Section 2. - PROCEDURE

An employee who is ill and unable to report to work shall so notify their immediate supervisor within two (2) hours of their scheduled starting time. A shift worker must report the reason for their absence two (2) hours prior to their scheduled starting time, except for unusual circumstances beyond their control.

Where sick leave is requested to care for members of the immediate family, the Supervisor may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill member.

If illness or disability continues past the time covered by earned sick leave, the employee may be granted a leave of absence without pay.

Section 3. - ABUSE OF SICK LEAVE

When the Employer has a reasonable belief that the employee is feigning illness or injury, they shall have the right to investigate during reasonable hours by visiting the employee's home. If the employee is not at home, he/she must be at a doctor's office or pharmacy or other excused location.

When the Employer can substantiate the abuse of sick time, either on an individual case or by virtue of a demonstration pattern, they shall have the right to challenge the use of this sick time under Abuse of Sick Time. Employees failing to comply with the sick leave rules and regulations shall not be paid. Applications for sick leave with intent to defraud shall be grounds for disciplinary action which may include dismissal.

After four (4) continuous working days of illness, a physician's statement will be required.

After four (4) undocumented occurrences, a physician's certificate may be required. An occurrence shall be defined as the period of time an employee is off from the start to the return, except that no more than one (1) occurrence will be recorded in any single shift.

Section 4. - TRANSFER OF SICK LEAVE CREDITS

An employee who transfers from one public agency to another in the State of Ohio, or who

is reappointed or reinstated, or who transfers from one state department to another, shall be credited with the unused balance of their accumulated sick leave, provided:

- A. The time between separation and reappointment does not exceed ten (10) years.
- B. That written verification thereof is obtained by employee and given to the Employer upon employment or not to exceed sixty (60) days.
- C. Cash payment was not received for balance of sick leave, the words, "Public Agency", as used herein include the state, counties, municipalities and townships.

Section 5.

Time off for doctor or dental appointments for employees shall be charged to sick leave.

Section 6. - UNUSED SICK LEAVE PAYMENT

Employees are entitled under law to choose to receive payment for accrued unused sick leave pursuant to Ohio Revised Code Section 124.39 (A), (B) if eligible, or may choose to apply for payment pursuant to the Lake County Policy established herein.

Employees are eligible to receive payment under this policy for accrued unused sick leave upon separation from employment due to death, retirement or resignation provided the employee has the recommendation of their appointing authority that they were in good standing at the time of their separation from employment.

The years of employment for determining the percentage of accrued unused sick leave to be paid under this policy are defined as years of fulltime employment with a Lake County Appointing Authority that is under the legislative control of the Board of Lake County Commissioners and/or a Lake County Appointing Authority that receives at least half of its funding from the Lake County general revenue fund.

Employees hired prior to January 1, 1997 may include prior service with another Ohio political subdivision in the years of employment for determining whether accrued unused sick leave may be paid.

Effective upon execution of this Agreement, employees with less than 10 years of employment who separate from employment due to death, retirement or resignation shall not be entitled to any payout for accrued unused sick leave accumulated during the course of their employment.

All employees hired on or prior to April 1, 1998 (Tier A), shall be entitled to the following schedule:

LAKE COUNTY POLICY PAYMENT SCHEDULE FOR  
ACCRUED UNUSED SICK LEAVE

<u>YEARS OF EMPLOYMENT</u>	<u>% ACCRUED UNUSED SICK TIME (HOURS)</u>	<u>NOT TO EXCEED MAX # HOURS</u>
From 5th Yr Thru 9th Yr Inc.	25%	240 Hours
From 10th Yr Thru 14th Yr Inc.	50%	480 Hours
From 15th Yr Thru 19th Yr Inc.	60%	576 Hours
From 20th Yr Thru 24th Yr Inc.	70%	672 Hours
From 25th Yr Thru 29th Yr Inc.	80%	768 Hours
From 30th Yr Thru 34th Yr Inc.	90%	864 Hours
From 35th Yr or Over	100%	960 Hours

All employees hired between April 2, 1998 and April 1, 2005 (Tier B), shall be entitled to the following schedule:

LAKE COUNTY POLICY PAYMENT SCHEDULE FOR  
ACCRUED UNUSED SICK LEAVE

<u>YEARS OF EMPLOYMENT</u>	<u>% ACCRUED UNUSED SICK TIME (HOURS)</u>	<u>NOT TO EXCEED MAX # HOURS</u>
From 5th Yr Thru 9th Yr Inc.	25%	240 Hours
From 10th Yr Thru 14th Yr Inc.	50%	480 Hours
From 15th Yr Thru 19th Yr Inc.	60%	480 Hours
From 20th Yr Thru 24th Yr Inc.	70%	480 Hours
From 25th Yr Thru 29th Yr Inc.	80%	508 Hours
From 30th Yr Thru 34th Yr Inc.	90%	584 Hours
From 35th Yr or Over	100%	660 Hours

All employees hired on or after April 2, 2005 (Tier C), shall be entitled to the following schedule:

Effective upon execution of this Agreement, employees who have completed 10 years of employment who separates from employment due to death, retirement or resignation shall be entitled to a payout of 50% of their unused sick leave accumulation during the course of their employment up to a maximum payment of 480 hours.

Employees who have retired or resigned, but had not yet previously received cash payment for accrued unused sick leave may apply to receive payment under the Lake County policy if re-employed full time within 10 years of the date of separation from employment but only under the terms and conditions contained herein. The 10 year period is tolled for any period during which the employee holds elected public office whether by election or appointment.

## **ARTICLE 15**

### **HOLIDAYS**

#### **Section 1.**

The following days shall be considered holidays with pay for all employees provided that the employee works or is on active pay status the regularly scheduled working day immediately preceding and immediately following such holiday:

New Years Day (January 1st)  
Martin Luther King Day (3rd Monday in January)  
Washington/Lincoln Day (3rd Monday in February)  
Memorial Day (Last Monday in May)  
Independence Day (July 4th)  
Labor Day (1st Monday in September)  
Columbus Day (2nd Monday in October)  
Veterans Day (November 11th)  
Thanksgiving Day  
Christmas Day

#### **Section 2.**

Any employee who works on New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day between the hours of 12:01 a.m. and midnight, shall be compensated for such hours worked at time and one-half (1-1/2), exclusive of any other overtime benefits provided in this Agreement. This provision shall not result in pyramiding overtime.

### Section 3.

In the event that any of the aforementioned holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the aforesaid holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday, in accordance with Section 124.18 of the Ohio Revised Code.

### Section 4.

The Employer shall grant three (3) personal days per year. New employees may be entitled to personal days on a pro-rata basis. The determination shall be based on the number of full four (4) month periods remaining in the calendar year an employee is hired.

Such personal days shall be scheduled in accordance with the established policy governing personal days.

Personal days shall not be accumulative, and shall be waived if not used within the calendar year they are earned.

In the year of termination for any reason, excluding retirement or death, the employee shall have been eligible for one (1) personal day for each full four (4) month period completed prior to termination. Such employee shall either be compensated for such eligible unused days, or a deduction shall be made from the employee's final compensation for days utilized in excess of the allowance.

### Section 5.

The Employer will grant the use of two (2) sick days per calendar year, to be used as employee's personal days. To be eligible for such use, an employee shall have an accrued bank at a level which does not fall below forty (40) hours when such time is scheduled to be taken.

Employees shall schedule not less than a full day increment and shall not be allowed to

schedule days off in anticipation of earning sick time to meet required banked hours and shall not be scheduled in a manner that creates overtime.

Such personal days are not cumulative from year to year. Use of such personal days as granted here and above and bereavement leave as provided in Article 19, shall not be considered an occurrence for purposes of Article 14, Section 3.

**ARTICLE 16**

**ANNUAL LEAVE (VACATION)**

**Section 1.**

All Bargaining Unit employees shall earn vacation according to the schedule set out below based on the employee's anniversary date of service with the Lake County Sheriff's Department as a full-time employee.

<b><u>YEARS OF SERVICE</u></b>	<b><u>YEARLY ENTITLEMENT</u></b>
Less Than 1 Year	-0-
1 Year But Less Than 6 Years	(3.1 x 80)
6 Years But Less Than 12 Years	(4.6 x 80)
12 Years But Less Than 19 Years	(6.2 x 80)
19 Years But Less Than 25 Years	(7.7 x 80)
25 Years or More	(9.3 X 80)

**Section 2.**

Generally, vacation shall be accrued in one (1) year and used in the next year, based on the Employee=s anniversary date of hire. An employee may be allowed to carry over vacation leave to the following years for meritorious reasons as determined by the Employer. Vacation leave will not be carried over for more than one (1) years.

Section 3.

No vacation leave shall be credited for overtime hours worked.

Section 4.

If an employee works less than their normally scheduled work hours in a given bi-weekly pay period, their vacation leave credit shall be strictly proportionate to the total number of hours of active pay status.

Section 5.

Employees will be paid in full for all unused vacation time at point of termination.

Section 6.

Prior to March 30, 1987, any employees of the Bargaining Unit that, upon employment with the Lake County Sheriff's Department, had carried service credit from any other public agency shall continue to earn vacation based on the prior service credit date as their anniversary date.

There shall be no provision for carry over of vacation service credit between political sub-divisions for any employee hired after March 30, 1987.

**ARTICLE 17**

**SENIORITY PAYMENT**

Section 1.

A payment for seniority shall be made in the first pay period of December of each year based on the following schedule. Payments shall be made to those employees in the active pay status employed at such date. There shall be no severance payment to employees who resign or are discharged prior to such payment.

**PAYMENT ONCE A YEAR**  
**YEARS OF SERVICE EFFECTIVE 2007**

1	None
2	None
3	None
4	None
5	None
<hr/>	
6	None
7	650
8	650
9	650
10	650
<hr/>	
11	875
12	875
13	875
14	875
15	875
<hr/>	
16	1075
17	1075
18	1075
19	1075
20	1075
<hr/>	
21	1200
22	1200
23	1200
24	1200
25	1200
<hr/>	
26 and over	1350

Section 2.

Applicable pension deductions and contributions shall be made as determined by PERS.

## **ARTICLE 18**

### **WAGES**

#### **Section 1.**

Wages shall be established as set out in Appendix C of this Agreement.

#### **Section 2.**

Normally all new employees shall receive the entry rate of the classification they are hired for, and progress yearly to the next step of the wage scale.

If the Employer determines a new employee's skills and ability exceeds the entry level rates established, the Employer may place the employee at a step higher than entry level, but not above present Bargaining Unit employees.

#### **Section 3.**

In cases where an employee is promoted, the employee's step and hourly rate shall be set at the rate closest to their own with an increase of at least twenty-five (25) cents per hour. If below twenty-five (25) cents per hour, employee's step and rate shall be fixed at the next step if one exists.

In cases where an employee is demoted or is transferred to a classification whose top rate of the pay scale is less, the employee's step and hourly rate shall be set at the step equal to their present step at the applicable rate of the classification they are being assigned. (Except for a promotional probationary failure)

An employee who is demoted as a result of a promotional probationary failure shall be placed at his previously established step and rate as adjusted by time or possible scale changes.

Section 4.

For all employees employed in the classification of Corrections division, Lieutenants and Sergeants, effective upon the start of the next pay period upon execution by the Sheriff and Board of County Commissioners, shall be compensated at the applicable rate established as set out in Appendix C of this Agreement.

Corrections Lieutenants employed upon execution date, shall receive back pay which excludes overtime based on \$0.70 x 40 x number of weeks to and including March 30, 2014.

Corrections Sergeants employed upon execution date, shall receive back pay which excludes overtime based on \$0.62 x 40 x number of weeks to and including March 30, 2014.

Employees employed or transferred to this Unit after April 1, 2014 or on extended unpaid leaves during the period shall receive back pay in the same manner pro-rata to their respective date of hire, transfer, or working time provided they continue to be employed upon the effective date of wages.

Effective March 29, 2015 and March 27, 2016 rates of compensation shall be established as set out in Appendix C.

**ARTICLE 19**

**BEREAVEMENT DAYS**

Section 1.

In the event of the death in the immediate family, a Bargaining Unit employee will be granted a four (4) day leave of absence with pay to be charged against his accumulated paid sick leave, or without pay if no accumulated sick leave is available. For such purpose, the immediate family shall be considered to be a father, mother, brother, sister, spouse, child, mother-in-law,

father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent, grandchild, legal guardian, or a person who stands in a special filial relationship.

Section 2.

In the event of the death of a relative other than a member of his immediate family, an employee shall be granted a leave of absence with pay, to be charged against his accumulated paid sick leave, for one (1) day to attend the funeral if within the State of Ohio or two (2) days when the funeral is outside the State of Ohio.

Section 3.

Employees attending the funeral of a said immediate family member, as set out in Section 1 above, when the funeral is more than one hundred fifty (150) miles from their home, shall be entitled to five (5) days of funeral/bereavement leave.

Section 4.

The above sections shall only apply when the relationship is through blood or consanguinity.

Section 5.

These days shall be recorded as bereavement day/excused absences and deducted from employee's sick leave.

**ARTICLE 20**

**LEAVE OF ABSENCE**

Section 1.

The Employer shall grant an eligible employee up to twelve (12) weeks leave during a twelve (12) month period in accordance with provisions of the Family and Medical Leave Act.

Accrued paid vacation, compensatory, personal or sick leave (if medically required) time shall be utilized first and shall count towards the leave.

Paid Injury Leave time utilized in an uncontested Workers' Compensation injury leave shall not count towards the twelve (12) week period. Employees in such instances shall be permitted to continue health insurance coverage by pre-paying the employee monthly premium co-pay for a period of three (3) months after all paid Injury Leave time is exhausted.

#### Section 2. - LENGTH OF LEAVE - MATERNITY

A pregnant employee will be granted a leave of absence without pay, subject to the provisions of this rule.

Leaves of absence shall be 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 including such time provided under the Family and Medical Leave Act. Failure by an employee to return to work as directed or at the conclusion of a pregnancy leave will be considered as having voluntarily resigned effective with the date they were to report to work.

#### Section 3. - PHYSICIAN'S CERTIFICATE

A pregnant employee requesting a leave of absence without pay must present, at the time the request is made, a physician's certificate stating the probable period for which the employee will be unable to perform the substantial and material duties of the employee's position due to pregnancy, childbirth, or related medical conditions.

#### Section 4.

In an attempt to protect the Agency, the employee and the unborn child, the Employer may require a pregnant employee to begin an unpaid maternity leave after the sixth (6th) month of their

pregnancy. Such determination shall be made based on the employee's condition and duties in relation to position. In cases where an employee is required to begin an unpaid maternity leave, the Employer shall pay the cost of their hospitalization coverage until birth or loss of the child or sixty (60) days, whichever is less.

Section 5. - SICK LEAVE USAGE

A pregnant employee shall be permitted to use any or all of the employee's accumulated sick leave credit only 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. An employee using sick leave credit shall not be prevented from receiving a leave of absence without pay for the remainder of the period as certified by a physician.

Section 6. - FITNESS FOR DUTY

An employee found unfit for duty or unable to return to service after an extended medical leave as authorized by the Employer shall be removed from employment in a non-disciplinary manner.

Initiation of the process of removal may begin when the Employer reasonably believes that an ongoing condition renders an employee unfit for duty.

Such initial determination may be based on the employee's physician's medical statement or, at the Employer's expense, an employee may be required to submit to a medical examination to determine fitness for duty.

If an employee disputes the findings of the Employer's examination they may, at their expense, submit to a medical examination by a physician of their choosing.

If the results of this examination are in contrast to the Employer's physician, a third physician or medical facility mutually recommended by each party's physician shall determine the

employee's fitness for duty. The cost of this examination shall be shared equally by the Employer and the employee.

In cases where the condition allows use of sick leave, removal shall not occur prior to exhaustion of accrued sick leave or until accrued vacation, holiday, or compensatory time is exhausted.

## **NEW ARTICLE 21**

### **INJURY LEAVE**

#### **Section 1.**

Effective January 1, 2006, in the event of an uncontested duty related injury resulting in loss of work by an employee, the Employer shall pay injury leave pay for the time lost at work for a period not to exceed sixty (60) work days (eight (8) hour equivalent) in one (1) calendar year. Compensation shall begin after seven (7) calendar days on the sixth (6<sup>th</sup>) consecutive shift of absence as certified by a physician.

#### **Section 2.**

A total of sixty (60) days of granted pay shall be on a one (1) time basis, per one (1) calendar year period. An employee initially using a portion of said leave, shall be entitled to use the remaining period of time available within the calendar year. In such cases, additional absences as certified by a physician, require the employee to be off for a period of five (5) consecutive work days, where they returned to work prior to exhausting such injury leave within the calendar year period.

#### **Section 3.**

No injury leave pay shall be paid at any time an employee is compensated by any other means by the Employer, including but not limited to, holidays, vacation, personal days, sick leave,

bereavement, compensatory time, or compensation paid through Workers' Compensation or other time off program funded by the Employer.

Any paid time off, either pre-scheduled or naturally falling within the period an employee is off and being compensated injury leave pay, shall be charged to the appropriate designated account, such as vacation, holiday, sick leave, bereavement, etc.

There shall be no break in seniority during the period an employee is receiving injury leave pay. No sick time will be accrued for days compensated as injury leave pay.

#### Section 4.

The employee shall authorize the full release to the Employer of medical records and documents related to the incident or medical condition giving rise to the payment of injury leave pay.

The employee may be required to submit to an examination by a physician designated by the Employer to determine work related eligibility issues or continued disability. If a claim is disallowed for any reason, the employee shall be required to reimburse the Employer for any compensation received. In the event a claim is contested by the Employer, and subsequently allowed, injury leave shall be paid or re-credited to sick, vacation, or other accounts where such deductions were originally made.

#### Section 5.

An employee receiving injury leave pay or compensation through Workers' Compensation, or similar program funded by the Employer, shall be required to work on a light duty or transitional assignment as determined by the Employer. Such assignment will be based on any limitations placed on an employee by the attending physician. Such assignments may be made anywhere within the Sheriff's organization.

Light duty or transitional assignments are temporary in nature. Both prognosis for, and actual time on such assignments will be for periods exceeding five (5) consecutive shifts or greater, not to exceed a total of twelve (12) weeks.

Employees placed on light duty or transitional assignments for less than twelve (12) weeks in a calendar year, may be required to return to such assignments for the number of weeks remaining in the calendar year.

Time worked on a light duty or transitional assignment shall not count toward the number of paid injury leave days an employee is entitled to.

An employee returned to work prior to exhausting injury leave on a light duty or transitional work assignment shall not be required to be off five (5) consecutive work days in order to use the remaining period of time available for the same injury should the light duty assignment end for any reason.

#### Section 6.

Light duty or transitional assignments shall not be restricted by or based on Bargaining Unit designations.

#### Section 7.

Employees may not work outside employment or jobs, without specific written authorization by the Employer, while receiving injury leave pay, Workers' Compensation, or compensation program funded by the Employer.

#### Section 8.

If an employee receiving injury leave pay is not at home, he/she must be at a doctor's office or pharmacy, or other excused location during the period of the employee's duty shift.

## **ARTICLE 22**

### **MILITARY DUTY**

#### **Section 1.**

County employees who are members of The Ohio National Guard, The Defense Corps, The Ohio Naval Militia, or members of other reserve components of the Armed Forces of the United States are entitled to a military leave of absence from their duties without loss of pay, for such time as they are in the military service on field training or active duty for a period not to exceed thirty- one (31) days in any one calendar year.

#### **Section 2. - EVIDENCE OF MILITARY DUTY**

County employees are required to submit to their appointing authority an order or statement from the appropriate military commander as evidence of military duty before military leave with pay will be granted.

#### **Section 3.**

Any County employee who has held a position for a period of at least ninety (90) days shall be granted a military leave of absence to be inducted or otherwise enter military duty. This military leave shall be without pay and shall be considered as a separation from service with reinstatement rights.

#### **Section 4.**

The provisions of this rule do not apply to an employee who re-enlists while on active duty, or a commissioned officer who voluntarily enters on extended active duty beyond that required by the acceptance of a commission. Upon re-enlistment or commencement of voluntary extended duty, the employee is not eligible for reinstatement.

**ARTICLE 23**

**COURT TIME**

**Section 1.**

Employees required to appear in court on off-duty time, on behalf of the Employer, or where the County is defending the employee as a result of their employment with Lake County Sheriff's Office to testify or appear in an official capacity or where the County is defending the employee, shall be entitled to overtime compensation at one and one-half (1-1/2) times their normal rate of pay for the time spent in court, with a minimum charge of two (2) hours if released within one (1) hour or three (3) hours if not released within one hour.

Employees will not be entitled to court leave when appearing in court for criminal or civil cases, or a commission, board, or other legally constituted body authorized by law to compel the attendance of witnesses in which the employee is a plaintiff or beneficiary to the action or when the case is being heard in connection with the employee's personal matters.

**Section 2.**

The employee will submit to their immediate supervisor a court time form indicating court, case number, date and time in court for compensation. The employee will sign the court time form to attest to their appearance as true and factual.

**ARTICLE 24**

**HOSPITALIZATION INSURANCE/DENTAL INSURANCE**

**Section 1.**

The Employer shall offer hospitalization, medical, and dental insurance to all eligible employees covered by this Agreement, in the same manner as provided under the county-wide insurance plan, under County and provider policies and procedures.

## **ARTICLE 25**

### **LIFE INSURANCE**

#### **Section 1.**

The County of Lake, Ohio shall provide, at no cost to the employee, a term life insurance policy in the amount of ten thousand dollars (\$10,000.00) for each member of the Bargaining Units.

#### **Section 2.**

The employee may, at his own expense, pick up additional life insurance at the rate in existence at the time of purchase. This insurance may be purchased in the manner and at the levels established under County and provider policies and procedures.

#### **Section 3.**

Any employee in an active pay status leave shall be covered by the life insurance policy.

## **ARTICLE 26**

### **EDUCATION ASSISTANCE PROGRAM**

#### **Section 1.**

Each member of the Bargaining Unit shall be offered educational assistance as described in Lake County Board of Commissioners Resolution establishing a Lake County plan for job-related education courses and job-related seminars and conferences for all Lake County employees, dated April 2, 1979, to defer the cost of job-related courses in an accredited college or university.

## **ARTICLE 27**

### **OVERTIME**

#### **Section 1.**

Except as set out in Section 3 of this Article, any employee working in excess of eight (8) hours on his assigned work day will be compensated at the rate of one and one-half (1-1/2) his normal rate of pay for all such excess time. Employees eligible for specialized training and skills payment and/or seniority payment shall be factored and added to an employee's normal rate for purposes of determining the overtime rate.

#### **Section 2.**

Except as set out in Section 3 of this Article, any employee who works on his normally scheduled day off will be compensated at the rate of one and one-half (1-1/2) his normal rate of pay for such time worked. Employees eligible for specialized training and skills payment and/or seniority payment shall be factored and added to an employees normal rate for purposes of determining the overtime rate.

#### **Section 3.**

After four (4) occurrences of sick leave use excluding bereavement, personal, injury on duty, sick leave will not be counted as time worked for purposes of determining overtime. After four (4) occurrences in a contract year, employees will be entitled to overtime (or comp time) for hours worked in excess of forty (40) hours per week, excluding sick leave. In addition to bereavement, personal, or sick leave used as injury on duty, hours paid as holidays, vacation, or compensatory time shall be considered hours worked for purposes of determining overtime. An occurrence is any continuous period of time off.

#### **Section 4.**

An employee entitled to overtime pay may in lieu of overtime compensation, be provided with compensatory time off up to a forty-eight (48) hour bank.

Section 5.

Compensatory time, if not taken, shall be carried over from year to year.

Section 6.

Compensatory time off shall be scheduled in a manner to meet the efficient operation and in accordance with established policy governing days off and shall not be scheduled in a manner that creates overtime.

An employee who works overtime on a day another employee is off on compensatory time will only be permitted to be paid at the applicable rate and not permitted to request compensatory time off in lieu of overtime pay.

Section 7.

Upon termination of service for any reason, the employee or his estate shall be compensated for any accrued unused compensatory time.

Section 8.

Employees working on the day and shift of the spring time change shall be scheduled to work eight (8) consecutive hours when such time change results in a seven (7) hour shift. Employees working on the day and shift of the fall time change shall be scheduled to work nine (9) consecutive hours when such time change results in a nine (9) hour shift and shall be compensated for the additional hour subject to the overtime provisions herein.

## **ARTICLE 28**

### **PAY FOR TRAINING TIME**

#### **Section 1.**

A Bargaining Unit member who is required to attend training programs on his off-duty time shall be compensated at the applicable rate for such training time.

#### **Section 2.**

Bargaining Unit members who attend required training time while on duty status shall receive no compensation other than their regular pay.

## **ARTICLE 29**

### **REPRESENTATION TIME**

#### **Section 1.**

The Employer agrees that one (1) previously identified non-employee representative of the Ohio Patrolmen's Benevolent Association shall be admitted to the Sheriff's Office facilities and sites during working hours. Such visitation shall be for the purpose of processing grievances or to attend other meetings permitted herein. Such activities shall not interfere with the normal work duties of employees, except to the extent authorized in advance by the Sheriff. In the event of an emergency, such officer or representative shall give as much advance notice as possible under the circumstances to the Sheriff or his designee. At time of arrival, they shall make their presence known to the Sheriff.

## **ARTICLE 30**

### **UNION LEAVE**

#### **Section 1.**

For each year of this Agreement, the Union will be entitled to a total of five (5) unpaid leave days for required attendance at meetings on behalf of the Union.

Section 2.

The Union will notify the Employer in writing at least three (3) weeks prior to use of Union leave. The Union agrees that by the use of this Union leave provision, no overtime situations will be created and the days shall be scheduled as not to interfere with the normal County operations.

**ARTICLE 31**

**FATAL FORCE**

Section 1.

Any time an employee is required to administer fatal force, the following provisions shall apply:

- A. The employee shall receive the necessary time off to relieve the stress which has resulted from the use of fatal force. The duration of the time shall be set by the Sheriff.
- B. The employee shall continue to receive his pay and benefits for the duration of the time off without it being charged to his vacation or sick time.
- C. The instituting of fatal force leave shall be determined by the Sheriff.

**ARTICLE 32**

**TEMPORARY WORK LEVELS**

Section 1.

Any member of the Bargaining Units who is requested to assume a position of rank other than one of their own rank shall be paid at the step of the rank worked in that capacity where such rate provides an increase not less than twenty-five cents (\$.25) upon the following conditions and circumstances:

- A. Management reserves the right to determine when a temporary work level is necessary and to determine who shall fill that position.
- B. That the Bargaining Unit member acts in that rank capacity for two (2) or more consecutive hours.

### **ARTICLE 33**

#### **SUSPENSION OF CONTRACT IN EMERGENCY**

##### Section 1.

In the event of any riot, civil disturbance, catastrophe, natural disaster, or other disastrous occurrences, as determined and declared by the Sheriff, all provisions of this Agreement may be suspended, except those provisions establishing rates of compensation.

##### Section 2.

Once such disastrous or emergency event has ceased, there shall be a grace period, not to exceed thirty (30) days, in which all suspended terms of this Agreement shall be re-implemented.

##### Section 3.

Any disastrous or emergency event shall, however, be deemed to have ended no later than forty-five (45) days after the date of the suspension of the contract, and re-implementation will immediately begin.

##### Section 4.

Should the Sheriff deem it necessary to declare that an emergency exists and the terms of this contract, except for those establishing rates of compensation, are to be suspended, then the Sheriff shall notify the OPBA, by its officers, that an emergency has been declared and that the terms of this section are to be implemented. Such notification shall be in writing if possible.

**ARTICLE 34**

**SAVING CLAUSE**

**Section 1.**

If any provision of this Agreement is subsequently declared by competent legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable laws, statutes, ordinances and regulations of the United States of America, the State of Ohio, the County of Lake, and other competent, legal authorities and jurisdictions, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

**Section 2.**

The Employer and the Union agree to meet the following notification by either party that any provision of the Agreement has been determined unlawful, or the purpose of reviewing the implementation of the decision.

**ARTICLE 35**

**SPECIALIZED TRAINING AND SKILLS PAYMENT**

1.	Spanish Speaking Translator	\$100
2.	Associate of Arts Degree	\$400
3.	Bachelor of Arts/Bachelor of Science Degree	\$800

**NOTATION:**

Payments shall begin after an employee has been employed one (1) year. This payment will be made once each year to each qualified person based on his particular maximum qualifications and are not accumulative. The Employer reserves the right to designate the number

of employees to be compensated for categories listed as #1 above, however, if any employee with such qualification is assigned such duties during the course of the calendar year, they shall be compensated regardless if they have a year of service or not. All payments will be based on submission to the department sufficient documentation that the course(s) or degree has been completed, or Spanish speaking ability as determined by the Employer. All course(s) or degree(s) must be from an approved and accredited college or university. Payment of such shall be done in the same manner as set out in Article 17, Section 1, Seniority Payment.

## **ARTICLE 36**

### **DRUG AND ALCOHOL TESTING**

#### **Section 1.**

The unlawful manufacture, distribution, sale, purchase, possession, or use of a controlled substance, as set out in Section 4, is strictly prohibited. An employee who violates this section is subject to the discipline up to and including immediate termination from employment, consistent with Article 12 - Disciplinary Procedure, and/or referred to an appropriate law enforcement authority.

#### **Section 2.**

Drug and alcohol screening/testing may be conducted randomly and/or upon reasonable suspicion that an employee has a controlled substance in their system or is under the influence of alcohol or drugs. Results of drug or alcohol screening or testing will not be released to a third party except as may be required for administrative proceedings or as required under Ohio Public Records requirements or by applicable law. The following procedures shall not preclude the Employer from administrative action based upon the test results.

Section 3.

All drug and/or alcohol screening tests shall be based upon a urine sample and conducted by a certified SAMHSA Agency. In the case of incapacitation, the drug or alcohol screening may be based on a blood sample drawn by appropriate medical personnel. The procedure utilized by the test lab shall include a chain of custody procedures and mass spectroscopy confirmation of any positive initial screening.

Section 4.

Drug screening test shall be given to employees to detect the illegal use of controlled substances as follows:

Alcohol	Benzodiazepines
THC	Cocaine
Methadone	Barbiturates
Opiates	Amphetamines
Propoxyphene	Methaqualones
PCP	

Alcohol tests will be given to determine if an employee is impaired (.04 or greater) while on the job. If an initial drug and/or alcohol screening is positive, a confirmatory test using the gas chromatography-mass spectrophotometry method shall be performed from a portion retained from the original sample. The Employer shall pay for the initial test and its confirmation, if positive. The employee may have a second confirmatory test done at a certified SAMHSA Agency of his choosing, at his expense, utilizing a portion retained from the original sample.

Section 5.

If the Employer or his designee orders, the employee shall submit to screening or testing in accordance with the procedure set forth above. Refusal to submit to screening or testing after being ordered to do so may result in disciplinary action up to and including discharge.

Results of any testing ordered by the Employer under this article shall not be used in any criminal proceeding. Testing requested as a part of a criminal investigation shall not be considered ordered by the Employer.

Section 6.

Random testing will not exceed twenty percent (20%) of the total number of employees employed by the Lake County Sheriff's office in any calendar year. An outside entity shall determine the random testing times, dates, and personnel to be tested.

**ARTICLE 38**

**TERM OF AGREEMENT**

This Agreement shall become effective upon execution and continue in force until March 31, **2017**, and thereafter, unless modified or changed by mutual agreement.

Either party desiring to amend or modify this Agreement shall give the other party written notice of such intention at least sixty (60) days prior to the initial termination date of this Agreement.

This Agreement may be terminated after the initial expiration date by either party to the other party with seventy-two (72) hours of advanced written notice.

IN WITNESS THEREOF, the parties have caused this contract to be executed 12/30/2014.

FOR THE LAKE COUNTY SHERIFF'S  
OFFICE

FOR THE OHIO PATROLEMEN'S  
BENEVOLENT ASSOCIATION:  
CORRECTIONS SGT. / LTN.

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LAKE COUNTY BOARD OF COMMISSIONERS:

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\_\_\_\_\_  
  
\_\_\_\_\_

## **APPENDIX A**

### **DESIGNATION OF BARGAINING UNITS**

#### **Section 1.**

All Full-Time Non-Commissioned Sergeants and Lieutenants of the Lake County Sheriff's Office.

#### **Section 2.**

Excluded: All management, supervisory, professional, casual and seasonal employees including Sheriff, Chief Deputy, Non-Commissioned Dispatchers, Road Patrol Division and Line Corrections Officers - Cooks and Clerks and staff, and all other employees.

**APPENDIX B**

**DUES DEDUCTIONS**

I hereby authorize the Employer to deduct from my earnings, the regular monthly dues in the amount certified by the Financial Officer of the Ohio Patrolmen's Benevolent Association, and further authorize the remittance of such amount(s) to said Local Union in accordance with the currently effective Agreement between the County of Lake and said Local Union. This authorization is revocable by a notice in writing by certified mail to the Lake County Sheriff with a copy of said Local Union.

---

Pint Name

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Signature

---

Date

---

Social Security No.

APPENDIX C

**NON-COMMISSIONED SERGEANTS AND LIEUTENANTS**  
**CORRECTIONS DIVISION**

All employees employed in the classification of Corrections division Lieutenant and Sergeant effective beginning the next pay period upon execution of this agreement by the Sheriff and Board of Commissioners, shall be compensated at the applicable rate established below:

**CORRECTIONS SERGEANTS**

**CORRECTIONS LIEUTENANTS**

Start – 22.91  
1 – 23.39  
2 – 23.87  
3 – 24.35  
4 – 24.83  
5 – 25.31

1 – 26.95  
2 - 27.43  
3 – 27.91  
4 – 28.39  
5 - 28.87

**Rate schedule effective March 29, 2015**

**CORRECTIONS SERGEANTS**

**CORRECTIONS LIEUTENANTS**

Start – 23.54  
1 – 24.02  
2 – 24.50  
3 – 24.98  
4 – 25.46  
5 – 25.94

1 – 27.67  
2 - 28.15  
3 – 28.63  
4 – 29.11  
5 - 29.59

**Rate schedule effective March 27, 2016**

**CORRECTIONS SERGEANTS**

**CORRECTIONS LIEUTENANTS**

Start – 24.19  
1 – 24.67  
2 – 25.15  
3 – 25.63  
4 – 26.11  
5 – 26.59

1 – 28.41  
2 - 28.89  
3 – 29.37  
4 – 29.85  
5 - 30.33

IN WITNESS THEREOF, the parties have caused this contract to be executed 12/30/2014.

FOR THE LAKE COUNTY SHERIFF'S  
OFFICE

FOR THE OHIO PATROLEMEN'S  
BENEVOLENT ASSOCIATION:  
CORRECTIONS SGT. / LTN.

Sherriff [Signature]

Michael J. Foster

Chief Deputy [Signature]

[Signature]

Thomas M. [Signature]

[Signature]

LAKE COUNTY BOARD OF COMMISSIONERS:

Daniel P. Troy

Judy Moxer

[Signature]

**APPENDIX C**

**NON-COMMISSIONED SERGEANTS AND LIEUTENANTS**  
**CORRECTIONS DIVISION**

All employees employed in the classification of Corrections division Lieutenant and Sergeant effective beginning the next pay period upon execution of this agreement by the Sheriff and Board of Commissioners, shall be compensated at the applicable rate established below:

**CORRECTIONS SERGEANTS**

Start – 22.91  
1 – 23.39  
2 – 23.87  
3 – 24.35  
4 – 24.83  
5 – 25.31

**CORRECTIONS LIEUTENANTS**

1 – 26.95  
2 - 27.43  
3 – 27.91  
4 – 28.39  
5 - 28.87

Rate schedule effective March 29, 2015

**CORRECTIONS SERGEANTS**

Start – 23.54  
1 – 24.02  
2 – 24.50  
3 – 24.98  
4 – 25.46  
5 – 25.94

**CORRECTIONS LIEUTENANTS**

1 – 27.67  
2 - 28.15  
3 – 28.63  
4 – 29.11  
5 - 29.59

Rate schedule effective March 27, 2016

**CORRECTIONS SERGEANTS**

Start – 24.19  
1 – 24.67  
2 – 25.15  
3 – 25.63  
4 – 26.11  
5 – 26.59

**CORRECTIONS LIEUTENANTS**

1 – 28.41  
2 - 28.89  
3 – 29.37  
4 – 29.85  
5 - 30.33

The Board of County Commissioners, in and for Lake County, Ohio, met this day in regular session with the following members present:

Commissioners: Troy, Aufuldish, and Moran

Commissioner Moran presented the following resolution and moved its adoption.

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE LAKE COUNTY BOARD OF COMMISSIONERS ON BEHALF OF THE LAKE COUNTY SHERIFF'S DEPARTMENT AND THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION NON-COMMISSIONED CORRECTIONS SERGEANTS AND LIEUTENANTS, EXPIRING MARCH 31, 2017**

WHEREAS, the Board of County Commissioners hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board of County Commissioners, and that all the deliberations of this Board of County Commissioners and of its committees, if any, which resulted in formal actions, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Revised Code, and

WHEREAS, the Lake County Sheriff has submitted an Agreement between the Lake County Board of Commissioners on behalf of the Lake County Sheriff and the Ohio Patrolmen's Benevolent Association Non-Commissioned Corrections Sergeants and Lieutenants, effective for a three year period, expiring March 31, 2017; and

WHEREAS, the Agreement is the result of a conciliator's award between the Union and the Lake County Sheriff's Office pursuant to Ohio Revised Code 4117.14 (G)(10) with said Agreement incorporated herein by reference and made part of this resolution; and

WHEREAS, according to Section 4117.14(j) of the Ohio Revised Code, the issuance of a final offer settlement award constitutes a binding mandate to the public employer and the exclusive representative to take whatever actions are necessary to implement the award; and

WHEREAS, it is requested that the Board of County Commissioners review and approve the Agreement submitted to them by the Lake County Sheriff's Office.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners, in and for Lake County, Ohio, hereby approves the Agreement on behalf of the Lake County Sheriff's Department and the Ohio Patrolmen's Benevolent Association Non-Commissioned Corrections Sergeants and Lieutenants, effective for a three year period, expiring March 31, 2017.

BE IT FURTHER RESOLVED, that the Assistant Clerk of the Board is hereby directed to forward certified copies of this resolution to the Lake County Auditor; Lake County Sheriff's Department; Mike Hostler Esq., OPBA, 10147 Royalton Road, Ste. #J, North Royalton, OH 44133; and Tom Grabarczyk, Labor Relations Management, Inc., 6800 W. Central Avenue, Ste. L-2, Toledo, OH 43617.

Commissioner Aufuldish seconded the resolution and the roll being called upon its adoption, the vote resulted as follows:

"AYES": Commissioners: Troy, Aufuldish, and Moran

"NAYS": None

Resolution adopted,  
Amy Elszasz, Clerk

CLERK'S CERTIFICATION

I, Amy Elszasz, duly appointed Clerk of the Board of County Commissioners, do hereby certify that this is a true and accurate copy of a resolution adopted by said Board on December 30, 2014, and recorded in the Commissioners' Journal, Volume 2014.

WITNESS my hand this thirtieth day of December, 2014, in Painesville, Ohio.

  
\_\_\_\_\_  
Amy Elszasz, Clerk  
Board of Commissioners, in and  
for Lake County, Ohio