



COLLECTIVE BARGAINING AGREEMENT

03-31-16

BETWEEN

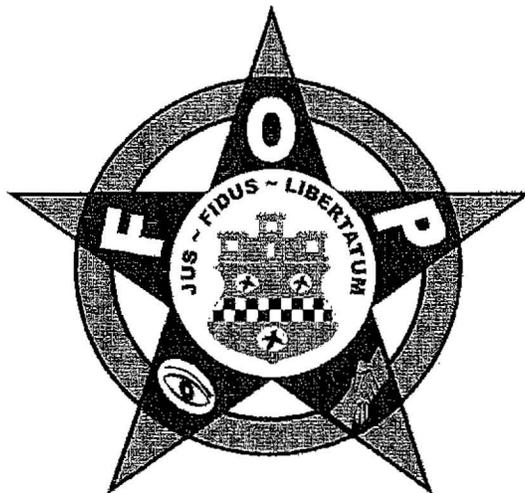
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**THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.**

K33387

AND



THE LAKE COUNTY SHERIFF'S DEPARTMENT

**Deputized Deputy Sheriffs
Court Officers
Court Officer Corporals**

Effective: April 1, 2014

Expires: March 31, 2017

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PREAMBLE

This Agreement entered into between the Sheriff of Lake County, Ohio (hereinafter referred to as "Sheriff", "Management", or "Employer") and the Fraternal Order of Police, Ohio Labor Council, Inc., (hereinafter referred to as "Union") witnesseth that;

ARTICLE 1

RECOGNITION AND PURPOSE

Section 1.

The Lake County Sheriff hereby recognizes the Union as the sole and exclusive bargaining agent for all employees designated as full-time Deputized Deputies, Court Officers, and Court Officer Corporals. The Union, as a term of this agreement, will provide the Employer a notarized affidavit certifying compliance with the Ohio Revised Code Section 3517.13.

Section 2.

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 3.

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 Office 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 Union and shall take whatever affirmative steps reasonably within their ability that are necessary to end such job action.

Section 3.

The Sheriff agrees 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 work 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.

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. Deputized Deputies and Court Officers 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 thirty-six (36) 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 five (5) 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 Deputies. 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.

Court Officer Corporals shall serve an initial probationary period of one (1) year. While

serving in the probationary period, it is the Employer's sole and exclusive right to demote/return employees to the position of Court Officer without cause.

Section 2.

Probationary Court Officers and Deputies 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 for disciplinary actions or procedures defined in this Agreement while serving in the probationary period. An employee removed during the probationary period shall have appeal rights to and by the rules and regulations set out under the State Personnel Board of Review as their exclusive remedy.

ARTICLE 7

LAYOFF AND RECALL

Section 1.

When the Employer determines layoffs are necessary, the following procedure shall be utilized. The Employer shall determine the classification and the number of employees within the affected classification to be laid off. Employees shall be laid off in inverse order of seniority, with the least senior employee being laid off first within their designated classification of Deputy or Court Officer.

All Part-time Road Deputies shall be laid off first before all full-time Road Deputies.

The Employer shall have the discretion to lay-off Court Officers, however, before any full-time officer is laid off, up to two part-time Court Officers shall have been laid off. Thereafter, the Sheriff may lay off full-time Officers without necessarily first laying off part-time officers through the expiration of this CBA.

Laid off employees shall have recall rights for thirty-six (36) months from the date of layoff. Recall shall be in the opposite order of layoff within the respective classification in which layoff occurred including Court Officer or Deputy.

ARTICLE 8

LABOR/MANAGEMENT COMMITTEE

Section 1.

A Labor/Management Committee consisting of two (2) representatives from the Bargaining Unit plus a Union official may attend. An appropriate number of two (2) or more persons will represent Management. This Committee will meet annually and/or as mutually agreed by the parties.

Section 2.

The names of the employees shall be submitted to Management five (5) days prior to the scheduled meeting. Management shall submit to the Union the names of their representatives.

Both sides will submit an agenda prior to the meeting.

Section 3.

The meeting(s) are established to discuss items of concern which are inappropriate for contract discussions which deal with the Employer and the Employees.

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, one (1) Bargaining Unit member shall be granted leave from work. Those Bargaining Unit members on off-duty time shall not be compensated for attending these meetings.

ARTICLE 9

DUES DEDUCTIONS

Section 1.

During the term of this Agreement, the Employer shall make payroll deductions from the pay or wages of those employees who have submitted a signed check-off card.

Section 2.

The amounts deducted shall be remitted to the Fraternal Order of Police, Ohio Labor Council, Inc.

The Union shall advise the Employer, in writing, of the amounts to be deducted. The Union shall designate, in writing, the address where the check off monies shall be remitted.

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 or accounting of insufficient dues of employees. If an employee has insufficient pay to satisfy the amount to be deducted, the Employer will make deductions from subsequent pays until the amount to be deducted has been satisfied, as certified by the Union.

Section 4.

Monies deducted pursuant to the provisions of this Article shall be remitted to the Union within thirty (30) days of their deduction.

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

Section 5.

Bargaining Unit employees who are not members in good standing with the Union, shall be required to pay a fair share fee to the Union as a condition of continued employment. The fair share fee shall be paid effective sixty-one (61) days from the employee's hire date or the execution of this Agreement, whichever is later. All fair share fee provisions are subject to O.R.C. Section 4117.09.

Section 6.

The fair share fee amount shall be certified to the Employer by the Union. The deduction of the fair share fee from any employee earnings shall be automatic and does not require written authorization for a payroll deduction.

Section 7.

Payment to the Union of the fair share fee deducted shall be made in accordance with the Union dues deduction with such amount of fair share fee uniformly applied as provided herein.

Section 8.

Upon request by the Union, the Employer shall provide a list of all Bargaining Unit employees which shall include name, address, and social security number.

Section 9.

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. The following constitutes the sole and exclusive method for resolving grievances.

Both parties agree that all grievances should be dealt with promptly and every effort should be made to settle grievances as close to the source as possible.

Section 2.

Should the Employer 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 the Bargaining Unit or the Union. There shall be no solicitation of grievances by representatives of the Union.

Where a grievance, other than disciplinary, affects more than one employee it shall be dealt with as a single grievance where possible.

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.

Section 4. - ARBITRATION

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 arrange 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 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.

Section 5.

If the parties are unable to mutually agree to schedule a hearing date within sixty (60) days of an appointment, the arbitrator shall be empowered to schedule a hearing.

Section 6.

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.

Section 7.

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

Section 8.

The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. However, expenses related 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 hours, upon the written request to the Sheriff, and in the presence of the Sheriff or his designated representative.

Section 2.

Employees shall have the right to obtain individual copies at no cost, up to fifty (50), of any material contained in his/her personnel file. A normal charge may be required for copies above the established limit. Employees shall have the right to add memoranda to his/her personnel file to clarify or rebut any other material contained therein.

ARTICLE 12

DISCIPLINARY PROCEDURE

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.

The Employer shall determine the person to be selected as the hearing officer, and the procedures for the disciplinary hearing. A disciplinary hearing officer shall not have the power to impose disciplinary action against a bargaining unit member that is more severe than the action recommended by the Employer.

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

Section 1.

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.

Before any employee may be charged with any violation of the 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 will be the basis of such a charge.

Section 2.

Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, or normal business hours as

operational necessities require otherwise. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities. Such sessions shall not normally be tape recorded, however, in the event the Employer elects to record the session, the employee may also record such session or be granted a copy of such tape.

Section 3.

When the Employer has a reasonable belief an employee may be under the influence of drugs or alcohol, the Employer may require an employee to give a blood sample, urine sample or breath sample to be used in an internal investigation process. The Employer may ask that the employee voluntarily submit to a polygraph examination to be used in the course of an internal investigation. No employee shall be ordered or required to take a polygraph examination.

Section 4.

Any employee who may be subject to disciplinary action, the primary basis of which are generated by a citizen complaint, shall be entitled to a copy of such complaint prior to the implementation of disciplinary action. Unless there is corroborative evidence, unsigned and/or anonymous complaints shall not form the sole basis of disciplinary action, however, an unsigned and/or anonymous complaint may be the basis in which an investigation is conducted.

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 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 care 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; and not more than three (3) days per calendar year for mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.

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 during their normally scheduled hours, he/she must be at a doctor's office or pharmacy or other excused location. An employee on long-term illness/injury that is anticipated to extend beyond two (2) weeks and or is on an FMLA or on-duty illness/injury leave beyond two (2) weeks, need not be confined to home, upon prior approval of the Employer.

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.

As to Court Officers and/or Court Officer Corporals, 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, 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 shall grant the use of two (2) sick days per contract 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 shall not be considered an occurrence for purposes of Article 14, Section

3.

Section 6.

All requests for time off using Personal Days and comp time can be submitted as early as 60 days prior to the date(s) first being requested and up to the date requested. An electronic time stamp will be used as the determining factor in who submitted the request first and employees will be granted the requests by the earliest time stamp marked regardless of seniority or rank. The Employer shall either approve or deny the request in writing with a reason explaining any denial a minimum of ten (10) days prior to the date(s) first requested. If an employee submits a time off request ten (10) days or less prior to the date(s) requested off, the Employer will approve or deny the request as soon as possible.

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.

<u>YEARS OF SERVICE</u>	<u>YEARLY ENTITLEMENT</u>
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) calendar year and used in the next. 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) year.

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 subdivisions 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

<u>Years Of Service</u>	<u>Effective 2007</u>
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 A of this Agreement. The new rates will become effective on March 27, 2016.

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.

In lieu of retroactive pay, all fulltime employees employed in the classification of Deputy, Court Officer, or Court Officer Corporal upon the execution date by the Lake County Sheriff and by resolution by the Board of Lake County Commissioners shall be entitled to a one time payment of thirteen hundred dollars (\$1,300.00). Former employees who are not employed upon the execution date are not eligible for any payment.

Employees employed or transferred to this unit after April 1, 2014, shall receive a pro-rata payment of the one (1) time cash payment.

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.

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 (6th) 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.

The Employer shall comply with the applicable federal laws and Ohio Revised Code, section 5923.05 for members who also serve in the Armed forces.

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 three (3) hours.

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 party to the action or when the case is being heard in connection with the employees' 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 Employer 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 in the same manner as provided under the county-wide plan for job-related education courses and job-related seminars and conferences for all Lake County employees, 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 employee's normal rate for purposes of determining the overtime rate.

Section 3.

After four (4) occurrences of sick leave use excluding bereavement, personal or 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, vacations, 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.

An employee who works overtime on a shift 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 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.

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.

Section 3.

Notwithstanding provisions found in Article 26 – OVERTIME or Section 1 of this Article, an employee shall be compensated at a rate of time and one half (1-1/2) for such time at required training on their scheduled off duty day.

ARTICLE 29

REPRESENTATION TIME

Section 1.

The Employer agrees that one (1) previously identified non-employee representative of the Union shall be admitted to the Sheriff's Department 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.

Section 3.

Two (2) employee members of the negotiating Committee shall be allowed reasonable time off to participate in collective bargaining sessions/meetings with the Employer if scheduled by mutual agreement during the member's regular working hours without loss of pay.

ARTICLE 31

FOP BULLETIN BOARD

Section 1.

The Employer agrees to provide space for a bulletin board in the Lake County Sheriff's Office. The space provided for the bulletin board shall be approximately 2' x 4'. The FOP agrees that this shall be the only area used by the FOP or its members for the posting of notices of FOP business. All notices which appear on the FOP's bulletin board shall be posted and signed by an FOP official in the bargaining unit during non-working time and shall relate to items of interest to the members. FOP notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

- A. FOP's recreational and social affairs;
- B. Notice of FOP's meetings;
- C. FOP's appointments;
- D. Notice of FOP's elections;
- E. Results of FOP's elections;
- F. Reports of standing committees and independent arms of the FOP; and
- G. Legislative reports.

Section 2.

All other notices of any kind not covered in "A" through "G" above must receive prior approval of the Employer or his designated representative. It is also understood that no material may be posted on the FOP bulletin board at any time which contains the following:

- A. Personal attacks upon any other member or other employee;
- B. Scandalous, scurrilous or derogatory attacks upon the Administration; and,

- C. Attacks on and/or favorable comments regarding a candidate for public office.

ARTICLE 32

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.

ARTICLE 33

TEMPORARY WORK LEVELS

Section 1.

Any member of the Bargaining Units who is requested to assume a position or rank higher than their own rank shall be paid an additional one dollar (\$1.00) per hour added to their base rate of pay 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 34

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 Union, 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 as soon as practicable.

ARTICLE 35

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, for the purpose of reviewing the implementation of the decision, and negotiating the issue pursuant to ORC 4117.

ARTICLE 36

SPECIALIZED TRAINING AND SKILLS PAYMENT

1.	Licensed Paramedic	\$100
2.	30-Hour Certificate of Approved and Authorized Job-Related Courses	\$200
3.	Associate of Arts Degree	\$400
4.	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 qualification. All payments will be based upon submission to the department sufficient documentation that the course(s) or degree has been completed. 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 37

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 terminate, modify, or negotiate a successor 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. If neither party gives notice at least sixty (60) days prior to expiration, this Agreement will continue in full force and effect for one (1) year.

IN WITNESS THEREOF, the parties have caused this contract to be executed

March 24, 2016

FOR THE LAKE COUNTY
SHERIFF'S DEPARTMENT:

FOR THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.

Sherriff David Dandy Charles
Chief Deputy Scott Sankowski James A. Whelan
Thomas Stalarezyk _____

BOARD OF LAKE COUNTY COMMISSIONERS:

Judy Moran
David P. Troy
[Signature]

APPENDIX A

LAKE COUNTY

DEPUTIZED DEPUTY SHERIFFS,
COURT OFFICERS, COURT OFFICER CORPORAL

Rate schedule effective March 27, 2016

COURT OFFICER

COURT OFFICER CORPORAL

DEPUTIES

Start - \$26.02

1 - 26.50

2 - 26.98

3 - 27.46

4 - 27.94

5 - 28.42

Start- \$27.60

1 - 28.08

2 - 28.56

3 - 29.04

4 - 29.52

5 - 30.00

Start- \$29.17

1- 29.65

2- 30.13

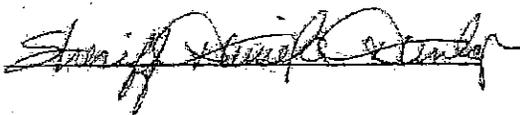
3- 30.61

4- 31.09

5- 31.57

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
LAKE COUNTY SHERIFF'S OFFICE
AND
THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.**

The parties agree to meet at minimum, monthly during 2016 to develop a system and process for the scheduling of time off allocations allowed by the contract. The Labor Management Committee shall include one (1) member from each of the units assigned to both court services and road patrol, and members of the Management Team. The goal and purpose of the committee is to offer an opportunity to discuss potential changes in the manner in which paid time off is scheduled, taking into account regular days off. Scheduling concerns of both the Employer and the Employees will be taken into consideration. Should the parties to this memorandum of understanding reach an agreement to modify the current scheduling process, implementation may occur at the next scheduling cycle.



03-23-16
DATE



3/22/2016
DATE