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AGREEMENT
BETWEEN THE
LORAIN COUNTY SHERIFF
AND THE
**FRATERNAL ORDER OF POLICE/
OHIO LABOR COUNCIL**
PROMOTED LAW ENFORCEMENT DIVISION UNIT

April 1, 2011 through March 31, 2014

SERB Case No. 2011-MED-01-0018

TABLE OF CONTENTS

<u>Article</u>		<u>Page No.</u>
	Preamble	1
Article 1	Recognition	1
Article 2	Union Representation.....	1
Article 3	Dues Checkoff	2
Article 4	Fair Share Fee	3
Article 5	Management Rights	4
Article 6	Employee Rights	5
Article 7	No Strike/No Lockout.....	6
Article 8	Seniority	7
Article 9	Layoff and Recall	8
Article 10	Promotional Opportunities.....	9
Article 11	Probationary Periods	9
Article 12	Health and Safety	10
Article 13	Rules and Regulations.....	10
Article 14	Labor/Management Meetings	10
Article 15	Union Bulletin Boards	11
Article 16	Corrective Action.....	12
Article 17	Grievance Procedure	13
Article 18	Leave Of Absence.....	16
Article 19	Disability Leave	17
Article 20	Military Leave.....	18
Article 21	Union Leave.....	20
Article 22	Nondiscrimination.....	21
Article 23	Severability	21
Article 24	Waiver In Case of Emergency	21
Article 25	Sick Leave.....	22
Article 26	Family and Medical Leave.....	25
Article 27	Health Care Benefits	25
Article 28	Bereavement Leave.....	26
Article 29	Liability	26
Article 30	Holidays	26
Article 31	Longevity	28
Article 32	Hours of Work/Overtime	29
Article 33	Uniforms	31
Article 34	Vacation Leave	31
Article 35	Meal and Rest Periods	33
Article 36	Occupational Injury Leave	33
Article 37	Life Insurance.....	36
Article 38	Rank Differential	36
Article 39	Physical Abilities Testing	36

TABLE OF CONTENTS

<u>Article</u>		<u>Page No.</u>
Article 40	Court Leave.....	38
Article 41	Substance Abuse Testing	39
Article 42	Service Weapon	42
Article 43	Duration of Agreement	42
	Signatures.....	43
	Appendix A, Union Representation Time Form.....	44
	Appendix B, FOP/OLC Dues Authorization	45
	Appendix C, Grievance Form	46
	Appendix D, Injury Leave Form	48
	Side Agreement, Election Day Holidays.....	49
	Side Agreement, Vacation Bonus	49
	Side Agreement, Shift Preference.....	49
	Letter of Intent and Understanding, Grievance Procedure.....	49
	Letter of Understanding, Promotional Opportunities	50
	Memorandum of Understanding, Physical Abilities Testing.....	50
	Side Agreement, Insurance Premiums	51

PREAMBLE

This Agreement, entered into by the Lorain County Sheriff, hereinafter referred to as the "Employer," and the Fraternal Order of Police/Ohio Labor Council, Incorporated, hereinafter referred to as the "Union," has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein; to provide for orderly and harmonious employee relations in the interest not only for the parties, but for the citizens of Lorain County; and to provide a peaceful procedure for the resolution of differences in accordance with the grievance procedure contained herein.

ARTICLE 1 RECOGNITION

Section 1.1. The Employer hereby recognizes the FOP, Ohio Labor Council, Inc., as the sole and exclusive bargaining agent with respect to wages, hours, terms and other conditions of employment for all full-time employees employed in the Lorain County Sheriff's Office occupying the positions of Road Patrol Sergeants and Lieutenants, excluding all confidential, management level, supervisory, student, seasonal and casual employees as defined in the act, and all other employees.

Section 1.2. All positions and job titles not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

ARTICLE 2 UNION REPRESENTATION

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

Section 2.2. The Union shall notify the Employer, in writing, of the names of the associates before they will be recognized by the Employer.

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

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

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

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

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

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

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

ARTICLE 3 **DUES CHECKOFF**

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

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

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

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

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

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

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

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

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

Section 3.9. The Employer will supply to the FOP, Ohio Labor Council, a list of all employees for whom deductions have been made and it will be transmitted along with the amount of deducted dues to the FOP, Ohio Labor Council, 222 East Town Street, Columbus, Ohio, 43215. Dues shall be paid to the FOP/OLC in the first week of the following month.

ARTICLE 4 **FAIR SHARE FEE**

Section 4.1. All employees covered by this Agreement who have completed sixty (60) days of employment with the Employer or upon completion of sixty (60) days of employment with the

- D. To determine the size and composition of the work force and each department's organizational structure, including the right to layoff employees from duty due to lack of work or lack of funds;
- E. To determine the hours of work, work schedules, and to establish the necessary work rules for all employees;
- F. To determine when a job vacancy exists, and the duties to be included in all job classifications, and the standards of the quality and performance to be maintained;
- G. To determine the necessity to schedule overtime and the amount required thereof;
- H. To determine each department's budget and the uses thereof; and
- I. To maintain the security of records and other pertinent information.

Section 5.2. The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the function of the Employer.

ARTICLE 6

EMPLOYEE RIGHTS

Section 6.1. All employees in the bargaining unit shall be entitled to the following rights:

- A. Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to a shift, unless operational necessities require otherwise. The sessions shall provide for rest periods and attendance to physical necessities.
- B. The employee's home address and photograph shall not be given to the press or news media without the employee's written consent. If any of the aforementioned are leaked to the media, it will not negate the Sheriff's Office's right to proceed with the matter at hand.
- C. Complaints against an employee, anonymous or otherwise, when designated by the Sheriff to be unfounded, shall not be included in the personnel file of the employee and may not be used in any subsequent disciplinary proceeding.
- D. Whenever an employee is subjected to interrogation by any departmental personnel for reasons that could lead to disciplinary action, such employee shall be apprised of the nature of the investigation prior to the commencement of said questioning. The employee shall also be advised of the right to have a Union representative or legal counsel present.
- E. In the event of a formal predisciplinary hearing, the employee shall have the right to the presence of a Union representative or legal counsel. The Union representative or legal counsel shall have the right of cross examination of any witnesses proffering testimony against the employee.

- F. Before an employee may be charged with insubordination or like offense, for refusing to answer questions or participate in an investigation, he/she shall be advised that such conduct may be the basis for disciplinary action.
- G. Any employee in the bargaining unit may be asked to submit to a polygraph examination during an internal investigation, based upon reasonable cause to believe the employee committed the act being investigated. However, no employee will be disciplined or dismissed based solely on the results of the examination. Only an outside certified expert from an accredited polygraph school that would be recognized by the Ohio Association of Polygraph Examiners will be used to conduct polygraph examinations. Failure of an employee to submit to a polygraph examination shall not be utilized as a reason for pursuing disciplinary action against an employee.
- H. Complaints filed by a citizen, which have been determined to be legitimate by the Employer, shall be reduced to writing and signed by the claimant. A copy of such complaint shall be made available to the employee.
- I. In the event that the Employer determines it is necessary to record a disciplinary interview of an employee, the Employer will provide a copy of the tape upon the request of the employee.
- J. Employees undergoing disciplinary investigations may be required to provide written statements concerning incidents in which they have personal involvement. Employees have the right to refuse to provide such written documentation.

ARTICLE 7
NO STRIKE/NO LOCKOUT

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

- A. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer by its members. When the Employer notifies the Union by certified mail that any of its members are engaged in any such strike activity, as outlined above, the Union shall immediately, conspicuously, post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress, and such notice shall instruct all employees to immediately return to work. Any employee failing to return to work after notification by the Union, as provided herein, may be discharged, and only the question of whether or not he/she did in fact participate in or promote such action shall be subject to appeal. This provision shall not negate any other legal recourse available to the Employer as provided by Chapter 4117 ORC.
- B. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of members of the Union.

ARTICLE 8 **SENIORITY**

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

Sergeant
Lieutenant

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

Section 8.3. Employees shall be entitled to exercise their classification seniority for purposes of priority overtime, vacation scheduling, and layoff, in accordance with the specific terms and conditions of this Agreement.

Section 8.4. A termination of employment lasting less than thirty-one (31) day shall not constitute a break in continuous service. Once continuous service is broken, the employee loses all previously accumulated seniority.

Seniority shall be caused to terminate when:

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

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

Section 8.5. The Employer shall post a seniority list every twelve (12) months, on the departmental bulletin board, showing the continuous service (classification seniority and departmental seniority) of each employee. An employee shall have the right to challenge any information on the seniority list within ten (10) calendar days after the list is posted. One (1) copy of the seniority list shall be furnished to the Union upon request.

Section 8.6. It is the intent of the parties that the terms and conditions of this article specifically preempt and prevail over the statutory rights set forth in Revised Code sections 124.321 through 124.328.

ARTICLE 9

LAYOFF AND RECALL

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

Section 9.2. Once the number of layoffs necessary and the affected classifications have been determined by the Employer, affected employees shall be laid off based upon classification seniority with the least senior employee being laid off first. Part-time and other non-full-time employees within the affected classifications shall be laid off prior to any full-time employees being laid off.

Section 9.3. A laid off employee shall have the right to displace an employee with less classification seniority, or an employee with less departmental seniority in a lower or equivalent classification, provided such employee is qualified/certified to perform the work. The laid off employee may not displace an employee in a classification if the employee does not meet the minimum qualifications of the classification. An employee may exercise the right to displace another employee within five (5) days of the date of receipt of a layoff notice. The failure to exercise the right of displacement shall not affect the employee's recall rights.

Section 9.4. Employees who have been laid off shall retain reinstatement rights to the basic classification from which they were laid off and shall be subject to recall by the Employer for a period of two (2) years from the effective date of the layoff. It shall be the responsibility of the employee to keep the Employer advised, through written notice, of his current and accurate mailing address.

Section 9.5. Recalls from layoff will be in the inverse order of layoff (last laid off, first recalled), within the respective classifications included in the agreement; however, immediately prior to or simultaneously with a recall, an employee who has displaced to a lower classification shall be reinstated to his former classification. Further, no new employee or other employee shall be hired or promoted to a classification from which an employee has been laid off or from which he has displaced to a lower classification, nor shall a new employee be hired into a higher classification unless no current employee is qualified for promotion to the higher classification.

Section 9.6. Affected employees shall be notified in writing by the Employer of their eligibility for reinstatement upon the Employer determining that it is feasible to recall such employees. Affected employees shall have seven (7) calendar days within which to notify the Employer, in writing, of their acceptance or rejection of the offer of reinstatement. Failure of the employee to notify the Employer of his decision within the seven (7) day period shall be considered a rejection of the offer of reinstatement.

Section 9.7. All written notices required of the Employer or employee herein shall be by certified mail.

Section 9.8. It is the intent of the parties that the terms and conditions of this article specifically preempt and prevail over the statutory rights set forth in Revised Code sections 124.321 through 124.328.

ARTICLE 10 **PROMOTIONAL OPPORTUNITIES**

Section 10.1. Whenever the Employer determines that a promotional opportunity to a permanent vacancy within the bargaining unit exists, notices of such vacancy shall be posted for fifteen (15) calendar days, prior to filling the vacancy. All such notices shall contain a description of the position to be filled, including job duties, working hours, any special qualifications required, and location. During the posting period, any eligible person wishing to apply for the vacant position shall do so by submitting a written application to the Employer or his designee. The Employer shall not be obligated to consider any application submitted after the posting period or consider any applicants who do not meet the minimum qualifications for the job.

Section 10.2. The Employer will consider the following criteria in selecting the successful applicant: performance evaluations, ability to perform work, and formal coursework and/or training. The Employer will select the most qualified applicant based on these criteria. Should the Employer determine that two (2) or more employees are equally qualified to assume the position, the position shall be awarded to the employee with the greatest classification seniority.

Section 10.3. It is the intent of the parties that the terms and conditions of this article specifically preempt and prevail over the statutory rights set forth in Revised Code sections 124.27 through 124.32.

ARTICLE 11 **PROBATIONARY PERIODS**

Section 11.1. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee received compensation from the Employer, and shall continue for a period of one (1) calendar year. A newly hired probationary employee may be terminated any time during his probationary period and shall have no appeal over such removal.

Section 11.2. A newly promoted employee will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and shall continue for six (6) months. A newly promoted employee who evidences unsatisfactory performance may be returned to his former position any time during his probationary period and shall have no appeal over such action.

Section 11.3. Probationary employees shall not be eligible for promotion to any other position until they have completed their probationary period.

Section 11.4. It is the intent of the parties that the terms and conditions of this article specifically preempt and prevail over the statutory rights set forth in Revised Code section 124.27.

ARTICLE 12
HEALTH AND SAFETY

Section 12.1. It is agreed that safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts its responsibility to provide safe working conditions, tools, equipment, and working methods for its employees. The Employer will attempt to correct unsafe working conditions and see that the safety rules and safe working methods are followed by employees. The employee(s) accepts the responsibility not to neglect or abuse his equipment, tools, or work area, and accepts the responsibility to follow all safety rules and safe working methods as prescribed by the Sheriff's Office's standard operating procedures. All unsafe working conditions must be reported to the employee's immediate supervisor as soon as possible after the employee becomes aware of the existence of such condition.

Section 12.2. If an unsafe condition should not be corrected by the Employer to the satisfaction of the employee, it shall become a topic for consideration at a Labor/ Management meeting as provided for in Article 14 of this Agreement.

ARTICLE 13
RULES AND REGULATIONS

Section 13.1. The Employer agrees that, as of the date of the execution of this Agreement, any rules or regulations, policies or procedures issued by the Employer which conflict with any of the provisions contained herein shall no longer have any force and effect.

Section 13.2. Should new or revised work rules be established during the term of the agreement, the Employer agrees to meet with the Union and discuss the impact of such work rules.

Section 13.3. If agreement cannot be reached on new or revised rules, regulations, policies and/or procedures, and the Employer implements changes, the Union may grieve over whether or not a conflict exists between this Agreement and the newly implemented rules, regulations, policies and/or procedures. Said grievance may be filed by the Union at Step 4 of the grievance procedure.

Section 13.4. All new and revised rules shall be circulated among all affected employees. It shall be the employee's responsibility to read and sign a statement that acknowledges the fact that the rule or regulation, policy or procedure will be read and understood. Refusal by an employee to sign said acknowledgment shall be grounds for disciplinary action.

ARTICLE 14
LABOR/MANAGEMENT MEETINGS

Section 14.1. In the interest of sound labor/management relations, unless mutually agreed to otherwise, once each quarter on a mutually agreeable day and time, the Sheriff and/or his designee(s) shall meet with not more than three (3) representatives of the Union to discuss pending problems and to promote a more harmonious labor/management relationship.

Section 14.2. An agenda will be furnished at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up at the meeting, and the names of those Union representatives who will be attending. The purpose of such meeting shall be to:

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

Section 14.3. It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

Section 14.4. Employee representatives who are scheduled to be at work during the time of this meeting shall suffer no loss of pay. It is further agreed that any employee on duty may be required to return to work if an emergency arises during this meeting. Those who are in attendance, as provided for in Section 1 of this article, on their off-duty time, shall not be compensated; however, schedules may be adjusted as mutually agreeable.

Section 14.5. When mutually agreed upon by the bargaining unit, Employer, and the Ohio Labor Council, labor/management meetings may be utilized as negotiation sessions intended to alter and/or amend the collective bargaining agreement.

ARTICLE 15

UNION BULLETIN BOARDS

Section 15.1. The Employer agrees to provide space for one (1) 2' x 3' bulletin board in an agreed upon area of the work facility for use by the Union.

Section 15.2. All notices which appear on the Union's bulletin board shall be posted, dated with a removal date, and signed by a Union official in the bargaining unit during non-working time, and shall relate to items of interest to the members. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

- A. Union recreational and social affairs;
- B. Notice of Union meetings;
- C. Union appointments;
- D. Notice of Union elections;
- E. Results of Union elections;
- F. Reports of standing committees and independent arms of the Union; and
- G. Publications, rulings, or policies of the Union.

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

- A. Personal attacks upon any other member of any other employee;
- B. Scandalous, scurrilous or derogatory attacks upon the administration; and
- C. Attacks on and/or favorable comments regarding a candidate for public office.

ARTICLE 16

CORRECTIVE ACTION

Section 16.1. No employee shall be reduced in pay or position, suspended, discharged, or subjected to disciplinary action except for just cause.

Section 16.2.

- A. Discipline will be applied in a corrective, progressive, and uniform manner in accordance with the Sheriff's policy.
- B. Progressive discipline shall take into account the circumstances surrounding the incident, the nature of the violations, the employee's record of discipline, and the employee's record of performance and conduct.
- C. Any employee subject to a suspension without pay may request to forfeit vacation and/or incentive leave time in lieu of serving said suspension. The approval or denial of such request, either in all or in part, shall be at the sole discretion of the Employer.
- D. The Employer agrees that any major suspension (a suspension in excess of three [3] days) shall be issued in such a manner that the employee will not suffer a loss of pay for more than one (1) week in any one (1) payroll period.

Section 16.3. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner. Any employee in disagreement with the action taken by the Employer may file a grievance in accordance with the grievance procedure contained in this Agreement.

Section 16.4. It is the intent of the parties that the terms and conditions of this article specifically preempt and prevail over the statutory rights set forth in Revised Code section 124.34.

ARTICLE 17

GRIEVANCE PROCEDURE

Section 17.1. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of the agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this Agreement, nor those matters not covered by this Agreement which are controlled by resolutions of the Lorain County Board of Commissioners, or by provisions of the federal and/or state laws and/or by the United States or Ohio constitutions.

Section 17.2. A grievance, under this procedure, may be brought by any bargaining unit employee. Where a group of bargaining unit employees desire to file a grievance involving a situation affecting each employee in the same manner, one employee selected by the group will process the grievance and each employee desiring to be included shall sign the grievance.

Section 17.3. All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements to lapse without further appeal.

Any grievance not answered by management within the stipulated time limits shall be considered to have been answered in the negative, and may be appealed to the next step of the grievance procedure.

Section 17.4. The written grievance shall be submitted on the grievance form attached as Appendix C, and shall contain the following information:

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

Section 17.5. The time limitations provided for in this article may be extended by mutual written agreement between the Employer and the Union.

Section 17.6. Each grievance shall be processed in the following manner:

Step 1: An employee having a grievance will first bring that complaint verbally, within seven (7) working days after the aggrieved individual knew or reasonably should have known of the act, event, or condition giving rise to the grievance, to the attention of the employee's Division Commander. The Division Commander shall discuss the grievance with the employee and within five (5) working days of their discussion respond in writing to the employee with an answer, and a written acknowledgment (Appendix C) that this step has taken place. If the employee is not satisfied with the response given by the Division Commander, the employee may within five (5) working days reduce the grievance to writing and submit the grievance at Step 2.

Step 2: Division Commander: The Division Commander, upon receipt of a written grievance, shall schedule a formal meeting between him/herself and the employee filing the grievance. Prior to this meeting taking place, the Division Commander shall make a complete and thorough investigation of all the alleged allegations contained in the grievance. Within five (5) working days after receipt of the written grievance, the Division Commander shall provide the employee with his/her written response to the grievance. If the employee is not satisfied with the written response received from the Division Commander, the employee may within five (5) working days pursue the grievance to Step 3 of the procedure.

Step 3: Sheriff: The Sheriff or his designated representative, upon receipt of a written grievance, shall schedule a formal meeting between him/herself and the employee filing the grievance. Prior to this meeting taking place, the Sheriff or his designated representative shall make a complete and thorough investigation of all the alleged allegations contained in the grievance. Within ten (10) working days after receipt of the written grievance, the Sheriff or his designated representative shall provide the employee with his/her written response to the grievance.

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

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

Section 17.7. The representatives of the parties (the Union and the Employer) shall schedule a pre-arbitration meeting to be held within fourteen (14) calendar days after notification of a request of arbitrate to begin the selection process outlined below. The parties shall attempt to settle the grievance, and if it cannot be settled, attempt to draft an agreed-upon submission statement. If the parties are unable to agree upon a submission statement, but have agreed to proceed to arbitration over the underlying dispute, the arbitrator shall frame the issue or issues to be decided.

Section 17.8. The arbitrator shall be selected in the following manner: The American Arbitration Association (AAA) shall be jointly requested to submit a panel list of fifteen (15) arbitrators. The

arbitrator shall be selected in accordance with the rules of the American Arbitration Association (AAA) by the striking/order of preference method.

Section 17.9. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the specific articles and sections of this Agreement, and he shall be without power or authority to make any decision:

1. Contrary to or inconsistent with or modifying or varying any way the terms of this Agreement or of applicable laws. The arbitrator shall have the authority to modify disciplinary actions.
2. Limiting or interfering in any way with the powers, duties, or responsibilities of the Employer under applicable law. Limiting or interfering in any way with the powers, duties, or responsibilities of the Sheriff under its rulemaking powers not inconsistent with this Agreement.
3. Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules, or regulations presently or in the future established by the Employer so long as such practice, policy, rules, or regulations do not conflict with this Agreement.
4. Implying any restriction or condition upon the Employer from this Agreement, it being understood that, except to the extent that such restrictions or conditions upon the Employer are specifically set forth herein, or are fairly inferable from the express language of any article and section hereof, the matter in question falls within the exercise of rights set forth in the article of this Agreement entitled "Management Rights."
5. Concerning the establishment of wage scales, rates on new or changed jobs, or change in any wage rates.
6. Providing agreement for the parties in those cases where, by their contract, they may have agreed that future negotiations should occur to cover the matter in dispute.
7. Granting any right or relief on any alleged grievance occurring at any time other than the contract period in which such right originated.

Section 17.10. The hearing shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association (AAA).

Section 17.11. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the ground that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

Section 17.12. The decision of the arbitrator resulting from an arbitration of grievances hereunder shall be in writing and sent to the Employer, the Union, and the grievant. The decision of the arbitrator shall be final and binding upon both parties.

Section 17.13. The cost of the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, and rent, if any, for the hearing rooms, shall be borne by the losing party. In the event that neither party is determined to be the losing party by the arbitrator, both sides shall bear the cost of the arbitrator equally. The expenses of any non-employee witness shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcript. Any bargaining unit employee whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during his/her normally scheduled working hours on the day of the hearing.

Section 17.14. For the purposes of this article, the term working days shall mean Monday through Friday, excluding Saturdays, Sundays, and holidays.

Section 17.15. Any employee may choose to be represented by a Union associate at any step of this grievance procedure.

Section 17.16. When an employee covered by this Agreement represents himself in a grievance, the Employer will advise the Union of its disposition. No settlement shall be in conflict with any provisions of this Agreement. The Union shall be afforded the opportunity to be present at any final adjustment meeting.

Section 17.17. The grievance procedure set forth herein shall be the exclusive method of reviewing and settling disputes between the employee and the Employer.

ARTICLE 18

LEAVES OF ABSENCE

Section 18.1. The Employer may grant a leave of absence without pay to any employee for a maximum duration of six (6) months for any personal reasons of the employee. Such a leave may not be renewed or extended beyond six (6) months.

Section 18.2. Leave may be granted for a maximum period of two (2) years for purposes of education, training, or specialized experience which would be of benefit to county service by improved performance at any level; or for voluntary service in any governmentally-sponsored program of public betterment.

Section 18.3. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted.

Section 18.4. The employee's request for leave must be submitted to the Sheriff sixty (60) days prior to the desired commencement date. The granting of any leave of absence is subject to approval of the Sheriff or designee fifteen (15) days prior to commencement of the desired date. The time limits stated herein may be waived in the sole discretion of the Sheriff.

Section 18.5. An employee who has received an authorized leave of absence without pay does not earn sick or vacation leave credit while on an approved leave of absence.

Section 18.6. Upon completion of a leave of absence, the employee is to be returned to the basic classification formerly occupied, or to a similar classification if the employee's former position no longer exists. An employee who is hired as a replacement for an employee who is on leave of absence shall, upon the completion of said leave, be terminated. The terminated employee may be considered for other departmental vacancies.

Section 18.7. If it is found that leave is not actually being used for the purpose for which it was granted, the Employer may cancel the leave and direct the employee to return to work by giving written notice to the employee. An employee may return to work before the scheduled expiration of leave if requested in writing by the employee and approved by the Employer. Failure to return to duty within three (3) days of the expiration or notification of cancellation of a leave of absence shall be just cause for removal.

Section 18.8. It is the intent of the parties that the terms and conditions of this article specifically preempt and prevail over the statutory rights set forth in Revised Code section 124.382.

ARTICLE 19 **DISABILITY LEAVE**

Section 19.1. When an employee becomes physically or mentally unable to perform the essential functions of his or her position, but is still able to perform the essential functions of another vacant classification, he may voluntarily request a lateral transfer or reduction to the vacant classification. Such request shall be in writing, stating the reason for the request, and shall be accompanied by a physician's statement. The determination as to whether or not a vacancy exists and the approval of such voluntary lateral transfer or reduction requests shall be at the sole discretion of the Employer, based upon operational needs and requirements, and the ability of the employee to perform the essential functions of the job classification.

Section 19.2. A physically or mentally incapacitated employee, who has exhausted all available paid leave (sick, vacation, or bonus), and for whom voluntary reduction is not requested nor granted, may request a disability leave without pay. Such leave must be for a minimum duration of thirty (30) days, and shall not exceed a six (6) month duration. The Employer may waive this minimum duration requirement in emergencies and/or when special circumstances exist. Request for disability leave shall be submitted in writing to the Employer as soon as possible prior to the requested date, and include the anticipated probable date on which the employee will be able to return to work. Upon the Employer's approval, the disability leave will begin on the date the physician certifies that the employee is unable to perform the essential functions of his position. The disability leave will end on the date on which the physician certifies that the employee can perform the essential functions of his job classification.

Section 19.3. Disability Separation. A disability separation may, at the discretion of the Employer, be granted when an employee has exhausted his accumulated paid leave and disability leave without pay, where applicable, and is:

1. hospitalized or institutionalized, or on a period of convalescence following hospitalization or institutionalization as authorized by a physician at the hospital or institution; or
2. is declared physically incapable of performing the duties of his position by a licensed physician.

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

Section 19.4. Reinstatement. An employee given disability separation shall have the right to reinstatement within three (3) years from the date of separation to the same or similar position.

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

An employee who does not return from disability separation, formally resign, or take disability retirement within the three (3) years, shall be separated from service upon the expiration of the three (3) year period.

Section 19.5. If it is found that leave or separation is not actually being used for the purpose for which it was granted, the Employer may cancel the leave/separation and direct the employee to return to work by giving written notice, by personal service or certified mail, to the employee. An employee may return to work before the scheduled expiration of leave if requested in writing by the employee and approved by the Employer. The failure to return to duty within three (3) days of the expiration or notification of cancellation of a leave/separation shall be just cause for removal.

Section 19.6. It is the intent of the parties that the terms and conditions of this article specifically preempt and prevail over the statutory rights set forth in Revised Code section 124.385 and Ohio Administrative Code section 123:1-34-01.

ARTICLE 20 **MILITARY LEAVE**

Section 20.1. All employees of the County who are members of the Ohio National Guard, the Ohio organized militia, or members of other reserve components of the Armed Forces of the United States, are entitled to leave of absence from their respective duties without loss of pay for such time as they

are performing service in the uniformed services as defined in Section 5903.01 of the Ohio Revised Code for up to twenty-two (22) eight (8) hour workdays not to exceed one hundred seventy-six (176) hours in any one calendar year. The Employer will compensate the employee for his normal wages.

Section 20.2. The employee is required to submit to the appointing authority an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time. The maximum number of hours for which an employee is entitled to compensation in any one calendar year under this provision is one hundred seventy-six (176) hours.

Section 20.3. Employees who are members of those components listed in Section 20.1 and who are called or ordered to the uniformed services, as a result of an executive order issued by the President of the United States, an Act of Congress, or because of an order to perform duty issued by the Governor pursuant to Section 5919.29 or 5923.21 of the Revised Code for longer than one hundred seventy-six (176) hours in each calendar year in which the employee performed service in the uniformed services, are entitled, during the period designated in the order or act, to a leave of absence and to be paid during each monthly pay period of that leave of absence the lesser of the following:

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

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

Section 20.4. The employee shall be responsible for notifying the Employer upon notification to report for military duty. It is the employee's responsibility, therefore, to notify the Employer of the beginning/ ending dates of his/her military service and military rate of pay.

Section 20.5. Employees required to report for weekend/monthly drills must notify the Employer prior to the establishment of the next schedule. Failure to do so, on the part of the employee, will result in the time off without compensation differential.

Section 20.6. A "permanent public employee" as defined in ORC 5903.01 will be granted a leave of absence without pay to be inducted or to otherwise enter military service.

Section 20.7. An appointment may be made to fill a vacancy created when an employee enters military service. However, if the person filling such a vacancy also enters military service, he or she may be reinstated to the position after completion of service only if the first employee (the original incumbent) fails to apply for reinstatement within ninety (90) days of discharge, or makes a written waiver of all rights to the position.

Section 20.8. An employee who re-enlists while on active duty or a commissioned officer who voluntarily enters on extended active duty beyond that required upon accepting a commission is not eligible for reinstatement.

Section 20.9. Employees who are members of the Ohio National Guard will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. The leave will cover the official period of the emergency.

Section 20.10. A veteran separated or discharged under honorable conditions must make application for re-employment to the former position within ninety (90) days after release from hospitalization due to in-service injury or illness which has not exceeded a period of more than two (2) years. The following procedures apply:

- A. Reinstatement must be accomplished promptly (normally within thirty (30) days after application is received by the appointing authority).
- B. A photostatic copy of the discharge or certificate of service should accompany all requests for reinstatement or reappointment.
- C. The veteran must be physically qualified to perform duties of the position. Where a disability sustained in the military service precludes restoration to the original position, the veteran will be placed in a position of like status and pay, compatible with his or her physical condition.
- D. A veteran is entitled to all salary benefits or other advancement accruing to the position during military absence as follows:
 - 1. Sick Leave — that amount which had been accumulated at the time of entering service.
 - 2. Vacation Leave — time spent on military leave will be counted in determining the employee's length of service, but no vacation credit will accumulate during the time spent on military leave.
 - 3. Automatic Salary Adjustment (step increases where applicable).
 - 4. Any changes in classification or pay range which would have accrued to the position if the employee had been on the job.

ARTICLE 21
UNION LEAVE

Section 21.1. Union officers may be granted leave to attend annual conventions of the Union or other authorized Union activities at the discretion of the Sheriff. No more than two (2) Union officers shall be granted such leave at any one time. Requests for leave shall be submitted at least two (2) weeks in advance. The Sheriff, at his discretion, may authorize such Union leave to be with

pay; however, paid Union leave shall not exceed a cumulative total of forty (40) hours per contract year.

ARTICLE 22 **NONDISCRIMINATION**

Section 22.1. The provisions of this Agreement shall be applied equally to all bargaining unit employees without discrimination as to age, sex, marital status, race, color, religion, military status, genetic information, national origin, disability, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the agreement.

Section 22.2. The Employer and the Labor Council agree not to interfere with the desire of any person to become or remain a member of the Fraternal Order of Police and/or Labor Council.

Section 22.3. All references to employees in this agreement designate both sexes, and wherever a male gender pronoun is used, it shall be construed to include male and female employees.

ARTICLE 23 **SEVERABILITY**

Section 23.1. This agreement is subject to all applicable federal and state laws, and Chapter 4117 of the Ohio Revised Code, and shall be interpreted wherever possible so as to comply fully with such laws, provisions, or any official decision interpreting them.

Section 23.2. Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law, it shall be of no further force and effect, but such invalidation of a part of provision of this Agreement shall not invalidate the remaining portions, and they shall remain in full force and effect, and the parties shall meet at mutually agreeable times in an attempt to discuss a lawful provision on the same subject matter, if practicable.

ARTICLE 24 **WAIVER IN CASE OF EMERGENCY**

Section 24.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Lorain County Commissioners, the Lorain County Sheriff, or the federal or state legislature, such as acts of God and civil disorder, the following conditions of this Agreement shall automatically be suspended:

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

Section 24.2. Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure of this Agreement, and shall proceed from the point in the grievance procedure to which they (the grievance[s]) had properly progressed.

ARTICLE 25
SICK LEAVE

Section 25.1.

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

For purposes of this article, time spent on approved family medical leave shall not be considered as an incident of lost time.

Employees must possess a minimum of one (1) year of departmental seniority and maintain a sick leave balance of at least fifty-six (56) hours in order to use accumulated bonus time. Bonus time off must be scheduled and approved at least twenty-four (24) hours in advance in consideration of the operational needs of the Employer. This requirement may be waived at the discretion of the appointing authority in the case of an emergency.

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

Section 25.2. Retention of Sick leave. An employee who transfers from another public agency to Lorain County, or who has prior service with a public agency, as defined in Section 124.38 Ohio Revised Code, shall retain credit for any sick leave earned in accordance with that section, so long as he is employed by Lorain County, except that deduction shall be made for any payment or credit given by the previous agency in lieu of taking sick leave. The previously accumulated sick leave of an employee who has been separated from the public service shall be placed to his credit upon his re-employment in Lorain County, provided that such re-employment in Lorain County takes place within ten (10) years of the date on which the employee was last terminated from public service.

Section 25.3. Expiration of Sick Leave.

- A. If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a disability leave or a personal leave in accordance with the procedures identified in Articles 18 and 19 of this Agreement.
- B. An employee may petition fellow bargaining unit employees to donate sick leave in eight (8) hour increments. Such situations shall only be limited to catastrophic illness and/or injury, and will only be allowable when the disabled employee has exhausted all available paid leaves.

Any donation made by an employee in accordance with this section shall be on a voluntary basis, and the donating employee must have a minimum balance of eighty (80) hours of sick leave in order to donate time.

All such donated time shall be deducted from the donating employee's sick leave balance immediately upon authorization by the employee. Time donated to the disabled party shall not be repaid to the employee donor by the disabled party or the Employer.

Section 25.4. Uses of Sick Leave.

- A. Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:
 - 1. Illness or injury of the employee or a member of his immediate family;
 - 2. Medical, dental or optical examination or treatment of an employee or a member of his immediate family, which reasonably requires the attendance of the employee, and which cannot be scheduled during non-working hours;
 - 3. If a member of the immediate family is afflicted with a contagious disease or requires the care or attention of the employee or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others; and
 - 4. Pregnancy and/or childbirth and other conditions related thereto.

B. Definition of immediate family: grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, a legal guardian or other person who stands in place of a parent (loco parentis).

Section 25.5. Evidence Required for Sick Leave Usage. The Employer shall require an employee to furnish a standard written signed statement explaining the nature of the illness to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action, including dismissal.

Section 25.6. Notification by Employee. When an employee is unable to report to work, he/she shall notify his/her immediate supervisor, or other designated person, one (1) hour before the time he/she is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with his/her immediate supervisor.

Section 25.7. Physician's Statement. If medical attention is required, the employee shall be required to furnish a statement from a licensed physician notifying the Employer that the employee was unable to perform his/her duties. Where sick leave is requested to care for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person.

Section 25.8. Physician Examination. The Employer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of such examination shall be paid by the County.

Section 25.9. Sick Leave Conversion. Upon formal retirement under the Public Employees Retirement System (PERS) or death, bargaining unit employees shall be eligible to convert accumulated sick leave into pay, in accordance with the following table:

<u>Years Of Service</u>	<u>Percent Received</u>	<u>Not To Exceed</u>
Twenty (20) to twenty-five (25)	75%	960 hours
Twenty-six (26) to indefinite	100%	1,000 hours

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

Section 25.10. It is the intent of the parties that the terms and conditions of this article specifically preempt and prevail over the statutory rights set forth in Revised Code sections 124.38 and 124.382 through 124.39.

ARTICLE 26
FAMILY AND MEDICAL LEAVE

Section 26.1. Family and Medical Leave will be granted to an employee who has been employed for at least twelve (12) months by the Employer and who has provided at least 1,250 hours of work during the previous twelve (12) months. The leave will be granted for a period of up to twelve (12) weeks per year in accordance with the Employer's policy.

Section 26.2. An employee who exhausts the Family and Medical Leave may apply for disability leave pursuant to the provisions of the agreement.

ARTICLE 27
HEALTH CARE BENEFITS

Section 27.1. The Employer will provide health care benefits under the Lorain County Health Care Plan, except as otherwise provided for in this article, including basic surgical, hospitalization, major medical, dental, vision, and prescription drug coverage, and shall pay the premium cost for said insurance in accordance with Section 3 of this article.

Section 27.2. The Employer retains the right to select carriers and/or to otherwise determine the manner by which coverage is provided. Initial eligibility and maintenance of eligibility for coverage shall be subject to the terms and conditions identified in the Plan Document.

Section 27.3. Effective December of 2009, the employee will be required to contribute, through payroll deduction, an amount not to exceed ten percent (10%) of the premium cost per month for family or single coverage. In the case of a premium increase, the Employer shall provide the Union supporting documentation (including any actuarial report prepared for the Board of Commissioners) that an increase is necessary. If the Union disputes the premium increase, the Union may file a grievance directly at Step 3 of the grievance procedure.

Section 27.4. Notwithstanding the provisions of Section 1 above, which provides for health care coverage, the Union agrees that the Employer may offer alternative health care coverage programs during the term of the agreement. Each employee's participation in any such alternative program shall be at the election of the employee. Upon the request of the employee, any potential loss in benefits as the result of preexisting conditions shall be explained to employee prior to election.

The terms and conditions of such alternative programs, including the right to continue any alternative programs, shall be determined by the Board of Commissioners. The cost and/or the terms and conditions of said programs shall be at the discretion of the Board of Commissioners and may be subject to change.

In the event of changes in the cost and/or terms and conditions of such alternative programs, affected employees may withdraw from said program and shall be entitled to the benefits described in Section 1 above.

ARTICLE 28
BEREAVEMENT LEAVE

Section 28.1. In the event of a death in the immediate family of an employee, the employee shall be granted paid leave up to three (3) days (twenty-four [24] hours) to attend the funeral, make funeral arrangements, and carry out other responsibilities relative to the funeral. Said leave shall not be chargeable to sick leave.

Section 28.2. For purposes of this article, immediate family shall be defined as mother, father, sister, brother, spouse, child, father-in-law, mother-in-law, grandchild, children for whom the employee stands in loco parentis, and grandparents.

Section 28.3. Upon approval of the Sheriff, an additional two (2) days chargeable to sick leave may be granted to employees to attend funerals, make funeral arrangements, and carry out other responsibilities relative to the funeral. Additionally, a maximum of three (3) days chargeable to sick leave may be granted to employees to attend funerals of other relatives not identified in Section 2 of this article but included in Article 25, Section 4B.

ARTICLE 29
LIABILITY

Section 29.1. The Employer or its insurance carrier agrees to provide legal representation for the defense of any lawsuit brought against any employee for actions resulting from the employee acting in good faith and within the scope of his employment or official responsibilities.

Section 29.2. Further, the Employer or its insurance carrier shall be responsible for any judgments rendered against an employee as a result of such lawsuits where the employee acted in good faith and within the scope of his employment or official responsibilities.

Section 29.3. In no event shall the Employer or its insurance carrier be required to provide legal representation or pay any judgments where the employee acted manifestly outside the scope of his or her employment or official responsibilities.

Section 29.4. In no event shall the Employer be required to pay any judgments rendered against an employee as a result of a lawsuit where the employee was found to have engaged in wanton, malicious, or intentional misconduct.

ARTICLE 30
HOLIDAYS

Section 30.1. Bargaining unit employees not assigned to the Civil Division shall be entitled to the following ten (10) paid holidays:

New Year's Day	1st day in January
Martin Luther King Day	3rd Monday in January
Easter Sunday	
Memorial Day	Last Monday in May

Independence Day	4th day of July
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	24th day of December
Christmas Day	25th day of December

Section 30.2. In the event any of the aforementioned holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event any of the aforementioned holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday.

Section 30.3. In addition to the above-mentioned holidays, each employee in the bargaining unit who is not assigned to the Civil Division shall be entitled to four (4) personal holidays as additional days off with pay. Employees who are eligible for all four (4) personal holidays shall be required to schedule two (2) personal holidays during the first six (6) calendar months of each year and two (2) personal holidays during the second six (6) months of the year. The parties agree that said additional days off with pay shall be scheduled by the Employer upon receiving a written request from the employee fourteen (14) days prior to the beginning of a new schedule period. Scheduling of the employee's personal days off will be based upon the operational needs of the department. If more employees request the same day off than what the schedule permits, determination of who receives the day off will be made on the basis of classification seniority. Compensation for the additional days off (personal holidays) shall be at straight time and the employee shall be scheduled off for that day(s).

Employees who fail to schedule personal days in accordance with this article shall forfeit said personal holidays for that year. In the event of a bona fide emergency, an employee may request of the OIC his personal days off without the above-mentioned prior notice. The OIC shall make every effort to accommodate the employee's request.

Section 30.4. If an employee's work schedule is other than Monday through Friday, he is entitled to holiday pay for holidays observed on his day off regardless of the day of the week on which they are observed.

Section 30.5. Employees shall be paid for eight (8) hours at their straight time hourly rate for each of the holidays listed in Section 1 above.

Section 30.6. Any work performed by an employee on any one of the days listed in Section 1 shall be paid at the rate of one and one-half (1-1/2) times the employee's straight time hourly earnings for all hours worked in addition to the holiday earnings, except as indicated below.

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

If an employee is scheduled to work on a holiday but fails to report to work, the employee shall receive no pay for the holiday. Regardless of whether the employee's absence is counted as an excused absence, the employee may not use any form of paid leave to cover the absence. The Sheriff may, at his sole discretion, waive this requirement. Once the Sheriff sets a standard for discretionary waiver of any of the requirements of this section, that standard shall be applied equally to all employees.

Section 30.7. In the event the Employer decides to assign an employee or employees a holiday off, the following procedures shall apply: the Employer shall post on the bulletin board a notice stating the holiday, the number of employees who will be assigned the day off, and the shift affected. The notice shall be timely and employees wishing the day off shall sign the notice. The Employer will then assign the employee(s) with the most classification seniority receiving the holiday off. If the Employer is unable to obtain the designated number of employees off on the holiday affected in accordance with the procedures above, the Employer shall have the right to assign any employee the holiday off in order to meet its determined staffing levels.

Section 30.8. It is the intent of the parties that the terms and conditions of this article specifically preempt and prevail over the statutory rights set forth in Revised Code section 325.19.

ARTICLE 31
LONGEVITY

Section 31.1. All full-time regular employees shall be eligible for an annual longevity payment in accordance with the following schedule:

<u>Years Of Completed Service</u>	<u>Contract Year 1</u>	<u>Amount Per Year</u>
Three (3) through fifteen (15)		\$88.00
Sixteen (16) through twenty (20)		\$90.00
Twenty-one (21) through thirty (30)		\$94.00

<u>Years Of Completed Service</u>	<u>Contract Year 2</u>	<u>Amount Per Year</u>
Three (3) through fifteen (15)		\$88.00
Sixteen (16) through twenty (20)		\$90.00
Twenty-one (21) through thirty (30)		\$94.00

<u>Years Of Completed Service</u>	<u>Contract Year 3</u>	<u>Amount Per Year</u>
Three (3) through fifteen (15)		\$88.00
Sixteen (16) through twenty (20)		\$90.00
Twenty-one (21) through thirty (30)		\$94.00

Section 31.2. Said payments shall be subject to all applicable deductions as required by law and shall be payable no later than July 30th of each year. The checks shall be separate from any other payment made by the Employer. Exception: the longevity payment will be made by the Employer, regardless of the time of the year, upon receiving the employee's formal written application for retirement.

Section 31.3. For the purposes of this article, completed service shall include departmental seniority with no break in continuous service. Employees must be in an active pay status to receive their annual longevity compensation. The employee's length of service in a particular year shall be utilized in determining the amount of the longevity payment the employee is entitled to receive in that year.

ARTICLE 32

HOURS OF WORK AND OVERTIME

Section 32.1. The scheduled work week for full-time employees shall normally consist of forty (40) hours per week, and the scheduled work day shall normally consist of eight (8) hours per day, exclusive of the time allotted for meal periods.

Section 32.2. Employees who are required to work by the Employer more than eighty (80) hours in any fourteen (14) consecutive work day period shall be entitled to overtime compensation at time and one-half (1 1/2) their regular base rate of pay for all hours actually worked in excess of the eighty (80) hour maximum. The Employer shall have the right to change the beginning of the work period provided that such change is intended to be permanent and that the Union is notified forty-eight (48) hours in advance of any such change. No employee shall be compensated for time fifteen (15) minutes prior to or after their regular eight (8) hour shift. Any time worked past fifteen (15) minutes shall be compensated at time and one-half (1 1/2) their regular base rate of pay from the end of their regularly scheduled shift in increments of tenths of an hour.

Section 32.3. The Employer and an affected employee shall mutually agree to adjust the employee's schedule during the work period in order that the total number of hours actually worked does not exceed the eighty (80) hour maximum. However, such adjustment shall not cause any employee to be scheduled to work less than eighty (80) hours per work period or the equivalent of the ratio of forty (40) hours per scheduled work week during the fourteen (14) day work period, unless the employee agrees to such an adjustment.

Section 32.4. An employee, other than those who are furnished a support car, shall receive overtime pay at the base rate of one and one-half (1 1/2) times the base pay when called in from off duty status for departmental business, court appearances, emergencies, special events, and required schooling, in a minimum amount of three (3) hours. Any amount of time in excess of three (3) hours shall be paid to the nearest tenth (1/10) of an hour.

Section 32.5. Those employees that are furnished a support car by the Sheriff's Office shall receive a minimum of three (3) hours of overtime compensation for off duty appearances as outlined in Section 4. Any time in excess of three (3) hours will be paid to the nearest one-tenth (1/10) of an hour. The above affected employees that have a support car will not be compensated for the first ten (10) minutes of total time involved in any off duty support car activity to or from work or to or from

extra duty details. Once the work involvement exceeds ten (10) minutes, any time worked after ten (10) minutes will be paid at one and one-half (1 1/2) times the base rate of pay to the nearest one-tenth (1/10) of an hour. This shall not affect work that is assigned during the employee's normal eight (8) hours of work which takes the employee into overtime past his eight (8) hours of work. The Union recognizes that decision-making authority to utilize or not utilize support cars rests solely with the Sheriff and any such decision or related policy or procedure shall not in any way be subject to the terms of this Agreement nor procedure contained herein. The Employer retains the right to have the employees work for the full three (3) hour period.

Section 32.6. The Union recognizes that those days declared as calamity days by the Lorain County Commissioners are non-applicable to employees of the Lorain County Sheriff's Office.

Section 32.7. Time not worked in violation of the Department's Habitual Absenteeism and Tardiness Policy will be deducted from the eighty (80) hour, fourteen (14) day schedule when computed for overtime compensation. (Example: Tardiness, AWOL, pattern of use, etc.)

Section 32.8. Bargaining unit employees may accumulate a maximum of two hundred forty (240) hours of compensatory time in lieu of receiving payment for hours worked in excess of eighty (80) in the fourteen (14) day work period, as identified in Section 2 of this article. Said compensatory time shall not exceed two hundred forty (240) hours at any given time and shall not be credited to an employee until the fourteen (14) day period has been completed. The use of such compensatory time shall be with the advance approval of the appropriate supervisory authority. Within an established fourteen (14) day period, any available flex time must be utilized prior to applying for the use of compensatory leave.

If an employee provides a written request to the Employer no later than thirty (30) calendar days prior to July 1 of each year, an employee may cash out and be paid for up to twenty-five percent (25%) of his accrued but unused compensatory time. Additionally, subject to the availability of funds and the approval of the Sheriff, the employee may cash out and be paid for up to an additional twenty-five percent (25%) of his accrued but unused compensatory time.

Section 32.9. Employees who are designated by the Sheriff to be in an "on-call" status shall receive a supplement of four (4) hours straight time in consideration for the inconvenience associated with this "on-call" status. These four (4) hours will not be credited as hours worked toward overtime. Employees shall be required to be in an "on-call" status for seven (7) day periods which will coincide with the pay period. Employees who may be unable to fulfill their "on-call" obligations as scheduled shall be obligated to arrange for coverage by a qualified employee. In the event that an employee fails to ensure coverage by a qualified employee for any period of time, said employee may be subjected to disciplinary action.

Section 32.10. It is the intent of the parties that the terms and conditions of this article specifically preempt and prevail over the statutory rights set forth in Revised Code section 4111.03.

ARTICLE 33
UNIFORMS

Section 33.1. Newly hired employees shall be provided with required uniforms and equipment as determined and approved by the Sheriff.

Section 33.2. Employees shall be provided with an annual uniform allowance as follows:

Amount of Uniform Allowance

\$1,050

Payment for such uniform allowance shall be made to each employee who is in an active pay status no later than May 1 of each year.

Section 33.3. The Employer shall determine the appropriate uniforms and equipment necessary for each classification. It shall be the responsibility of the employee to obtain such appropriate uniforms and equipment and to maintain such items in a professional manner. Upon separation from employment, all equipment purchased by the Employer and any identification insignia on uniforms shall be returned to the department.

ARTICLE 34
VACATION LEAVE

Section 34.1. Full-time employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of service, as follows:

<u>Length of Service</u>	<u>Vacation</u>
Less than 1 year	None
1 year but less than 8 years	80 hours
8 years but less than 15 years	120 hours
15 years but less than 25 years	160 hours
25 years or more	200 hours

Section 34.2. New employees shall not be entitled to vacation service credit or prior service credit for tenure with any other governmental unit or political subdivision of the State of Ohio.

Each employee of the Employer who has been previously credited with vacation credit or prior service credit prior to the execution of this Agreement shall retain such service credit.

Section 34.3. For payment purposes, vacation is credited each bi-weekly pay period at the following rates:

<u>Annual Vacation Entitled To</u>	<u>Credited Per Pay Period</u>
80 hours	3.1 hours
120 hours	4.6 hours
160 hours	6.2 hours
200 hours	7.7 hours

Section 34.4. No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he/she has completed one (1) year of employment with the Employer. Years of employment shall run from anniversary date to anniversary date.

Section 34.5. Vacations are scheduled in accordance with the workload requirements of the individual divisions. For this reason, the Employer may require vacation requests be made by January 1 of each year, and will post the vacation schedule within thirty-one (31) days. Adjustments to the January 1 schedule will be made based upon classification seniority and in accordance with the workload requirements as determined by the Employer.

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

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

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

Section 34.7. Generally, vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. The Employer may, in special circumstances, permit an employee to accumulate vacation from year to year. This accumulation of vacation time must be approved in advance, and must be in response to special circumstances as outlined in a written request submitted by the employee.

Section 34.8. Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the accrual of two (2) years. Such excess leave shall be eliminated from the employee's leave balance; the employee shall be notified in writing of the number of hours of leave eliminated.

Section 34.9. Days specified as holidays in Article 30 herein shall not be charged to an employee's vacation leave.

Section 34.10. An employee is entitled to compensation, at his current rate of pay, for the prorated portion of any earned but unused vacation leave for the current year to his credit at time of separation, and in addition, shall be compensated for any unused vacation leave accrued to his credit, with the approval of the Employer, for the two (2) years immediately preceding the last anniversary date of employment.

Section 34.11. If an employee, while on vacation, contracts an illness or injury, or experiences a death in the family which would warrant paid sick leave had the member been at work, such employee shall, upon showing proper evidence acceptable to the Employer, be allowed to charge such absence to sick leave rather than to vacation leave.

Section 34.12. In the case of the death of an employee, the approved unused vacation leave and unpaid overtime to the credit of any such employee shall be paid to his estate.

Section 34.13. An employee may request to receive cash payment for a maximum amount of unused vacation, as indicated below, and calculated at the employee's current rate of pay. Approval of the request shall be subject to the Employer's availability of funds. For the purpose of this section, "availability of funds" shall mean those funds that are within the monies budgeted to the Sheriff within any annual appropriation, and which may legally be utilized for such purpose. An employee must submit such request by November 1 of each year and shall be notified of such approval or disapproval by November 15.

<u>Amount of Vacation per Year</u>	<u>Maximum Cash Payment</u>
120 hours	40 hours
160 hours	80 hours
200 hours	120 hours

Section 34.14. It is the intent of the parties that the terms and conditions of this article specifically preempt and prevail over the statutory rights set forth in Revised Code sections 9.44 and 325.19.

ARTICLE 35
MEAL AND REST PERIODS

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

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

ARTICLE 36
OCCUPATIONAL INJURY LEAVE

Section 36.1. Any employee who becomes unable to perform duties as assigned by the Employer for more than seven (7) days due to a serious physical injury or illness suffered in the course of lawful bona fide law enforcement work may request to be placed on Occupational Injury Leave (OIL) as provided in this article.

- A. OIL consists of wage advance and the injured employee must apply for Workers' Compensation lost wage benefits (Temporary Total Disability) unless the employee is participating in a transitional work program.

- B. An employee will be deemed to have incurred a serious injury or illness in the course of bona fide law enforcement work if the injury or illness occurs while the member is responding to a call to duty or performing service which involves the investigation of a crime in progress, the enforcement of the law, the apprehension of a suspect, or the preservation of life or property.
- C. OIL is not available for injuries that occur while in the employ of another person or entity.

Section 36.2. If the inability to work due to the physical injury or illness exceeds seven (7) days, the employee may be eligible to continue to receive full pay for a period not to exceed one hundred eighty (180) calendar days from the date of the seventh (7th) day, or from the date the employee first requests OIL, whichever is later. OIL shall be computed as if the employee is at work on a regular schedule. The first seven (7) days of absence due to the injury or illness shall be chargeable to the employee's sick leave, vacation, or bonus leave. If the employee does not request OIL within the first seven (7) days after the injury, the OIL will not begin until after the request for leave is approved.

Section 36.3. The Employer may, in its discretion, extend an OIL for such additional time as the injury or illness may warrant. The Employer's decision regarding the extension of OIL shall not be subject to the grievance procedure.

Section 36.4. Application For OIL.

- A. The employee must report the injury by completing an Injury-on-Duty report. The report must be completed no later than forty-eight (48) hours after the injury, unless the employee is prevented from doing so due to the nature of the injury or illness. In such cases, the employee's supervisor may complete the Injury-on-Duty report.
- B. To apply for OIL, the employee must complete the following forms:
 - 1. Occupational Injury Leave Agreement (Appendix D)
 - 2. Medical Release Form
 - 3. Any Bureau of Workers' Compensation forms that may be required to process the lost wages claim, which may include but are not limited to:
 - a. First Report of an Injury (FROI-1)
 - b. Request for Temporary Total Compensation (C-84)
 - c. Authorization to Release Medical Information (C-101)
- C. Competent medical proof of inability to work must be provided via Form C-84 or Physician's Update and Physical Capabilities form.
- D. It shall be the duty of the Employer to conditionally approve or reject the application, and in doing so, he may require examination by a registered physician of his selection. Once the

Employer conditionally approves the application, the Employer will not oppose the employee's application for workers' compensation.

Section 36.5. In the event the employee's application for lost wage benefits is not approved by the Bureau of Workers' Compensation of the Industrial Commission of Ohio, the employee shall be charged with all time lost from work against his accumulated sick leave time, or at the employee's option, the benefits shall be repaid in cash, accumulated vacation, and/or bonus time. If the employee does not have accumulated sick leave, vacation, and/or bonus time to cover either all or part of the time off up to and including the date the claim is disallowed, then the employee shall repay any monies paid to the employee by the Employer under this article to the Employer.

Section 36.6. The employee may be requested to return to work in a transitional work assignment as administered by the Bureau of Workers' Compensation, if available, during such period of disability. If a transitional work assignment is not applicable due to the employee's injury, or as determined by the Employer, the employee shall, at the request of the Employer, submit to a physical exam by a licensed physician of the Employer's choice to determine if physical therapy may aid in the recuperation and return to work of the employee. Physical examinations required pursuant to this article shall be at the Employer's expense.

Section 36.7. After each thirty (30) day period that an employee is on OIL, the Employer shall have the right to request medical verification of the employee's injury or illness from his doctor. The Employer shall have the right, at its own expense, to send the employee to a doctor of its own choosing for medical verification of the employee's injury or illness. In the event there is a dispute between the employee's physician and the Employer's doctor, the employee will be sent to a third, neutral doctor whose decision regarding the employee's condition will be final.

Section 36.8. OIL payments will cease upon any of the following events:

- A. The attending physician releases the employee to return to work or at such time a physician appointed by the Employer declares the employee capable of performing his normal duties.
- B. The employee returns to work for another employer.
- C. If offered, the employee fails to return to a transitional assignment consistent with his medical restrictions as approved by the injured employee's treating physician.
- D. The employee fails to appear for an Employer-sponsored medical examination.
- E. The employee has reached maximum medical recovery and/or the condition has become permanent.
- F. The claim is found to be fraudulent after payment has commenced.
- G. The employee's employment is terminated.

ARTICLE 37
LIFE INSURANCE

Section 37.1. The Employer agrees to continue to provide each employee with a fifty thousand dollar (\$50,000) life insurance policy.

ARTICLE 38
RANK DIFFERENTIAL

Section 38.1. The rank differential for sergeants shall be sixteen percent (16%) for the life of this Agreement (calculated from the highest existing deputy rate). The rank differential for a newly promoted sergeant shall be ten percent (10%) above the highest existing deputy rate for the first six (6) months in the rank of sergeant.

Section 38.2. The rank differential for lieutenants shall be sixteen percent (16%) for the life of this Agreement (calculated from the highest existing sergeant rate). The rank differential for a newly promoted lieutenant shall be ten percent (10%) above the highest existing sergeant rate for the first six (6) months in the rank of lieutenant.

ARTICLE 39
PHYSICAL ABILITIES TESTING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 40 **COURT LEAVE**

Section 40.1. The Employer shall grant full pay for regularly scheduled working hours on any day when an employee is subpoenaed for any court or jury duty by the United States, the State of Ohio, or a political subdivision which is not job related. All compensation received for court or jury duty is to be remitted by the employee to the Employer, unless such duty is performed totally outside of normal working hours.

Section 40.2. Employees shall not be entitled to paid court leave when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc. These absences would be leave without pay or vacation, as scheduled in advance with the Employer.

Section 40.3. It is understood that an employee released from jury duty prior to the end of his/her scheduled work day shall report to work for the remaining hours.

Section 40.4. It is the intent of the parties that the terms and conditions of this article specifically preempt and prevail over the statutory rights set forth in Ohio Administrative Code section 123:1-34-03.

ARTICLE 41
SUBSTANCE ABUSE TESTING

Section 41.1. Drug testing for the illegal use of drugs may be conducted, based upon reasonable suspicion, upon return to duty, on a follow-up basis, whenever a serious injury occurs at work, and randomly, as set forth in this article. Only the Sheriff, or in his absence a Chief Deputy or Captain, shall order employees to submit to random drug testing. A Chief Deputy or Captain may order reasonable suspicion drug testing when the Sheriff is unavailable.

- A. For the purposes of this article, “serious injury” shall mean any injury for which the employee requires the immediate medical attention of a licensed practitioner, and for which the Employer arranges transportation to said licensed practitioner.
- B. Whenever a drug test is ordered based upon reasonable suspicion, the basis for the reasonable suspicion shall be articulated in writing prior to the reporting of the test results.

Section 41.2. The term “drug” includes cannabis as well as other controlled substances as defined in the Ohio Revised Code. The term “illegal use of drugs” includes the use of cannabis or any controlled substance that has not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed drug.

The only substances to be tested for, and the threshold substance levels that shall be considered a positive test result, are as follows:

<u>Test</u>	<u>Initial Screening Cutoff</u>	<u>Confirmation Level Cutoff</u>
Amphetamines	1000 NG/ML	500 NG/ML
Barbiturates	300 NG/ML	300 NG/ML
Benzodiazepines	300 NG/ML	300 NG/ML
Cocaine Metabolite	300 NG/ML	150 NG/ML
Marijuana Metabolite	50 NG/ML	15 NG/ML
Methadone	300 NG/ML	300 NG/ML
Methaqualone	300 NG/ML	300 NG/ML
Opiates	2000 NG/ML	2000 NG/ML
Phencyclidine	25 NG/ML	25 NG/ML
Propoxyphene	300 NG/ML	300 NG/ML

Section 41.3. All drug tests shall be conducted by laboratories certified by a Department of Health & Human Services (DHHS) recognized certification program. The laboratory selected by the Employer to conduct the analysis must be experienced and capable of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urinalysis testing. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody, use of a Medical Review Officer, and control and split sample collection and testing (the sample must be divided into at least three containers.)

Section 41.4. Urine Specimen Collection.

- A. Specimen collection will occur in a medical setting and the procedures shall not demean, embarrass, or cause physical discomfort to the employee. A professional medical interview with the employee prior to the test will serve to establish use of drugs currently taken under medical supervision.
- B. The employee designated to give a sample must be positively identified prior to any sample being taken.
- C. Specimen samples shall be sealed, labeled and checked against the identity of the employee to ensure the results match the testee. Samples shall be stored in a secured and refrigerated atmosphere until tested or delivered to the testing lab representative.
- D. Each step in the collecting and processing of the urine sample shall be documented to establish procedural integrity and the chain of evidence.

Section 41.5. Testing Procedures.

- A. The testing or processing phase shall consist of a two-step procedure. The urine sample is first tested using a screening procedure. A specimen testing positive will undergo an additional confirmatory test. An initial positive report will not be considered positive; rather it will be classified as confirmation pending and shall not be reported to the Employer.
- B. All specimens identified as positive on the initial drug test (screen) shall be confirmed through the use of the gas chromatography/mass spectrometry method of detection, or any other method that is professionally recognized as being as or more accurate than the gas chromatography/mass spectrometry method.
- C. Any sample that has been adulterated or is shown to be a substance other than urine shall be reported as such.
- D. In the event the initial and confirmatory test results are positive, the employee is entitled to have the split sample tested in the manner prescribed above at the employee's expense. The results of this test shall be determinative, except in those instances where the first test and confirmatory test indicated the presence of adulterant(s), or a substance other than urine.

- E. All unconfirmed positive test records shall be destroyed by the laboratory. Where a positive report is received, urine specimens shall be maintained under secured storage for a period of not less than one (1) year, unless the employee and the Employer agree in writing to the destruction of the urine specimen.

Section 41.6. The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory drug test result is positive shall have the right to request a certified copy of the testing results in which the laboratory shall affirm that the test results were obtained using professionally recognized testing methods. The employee shall provide a signed release for disclosure of any and all testing results to the Employer. The Employer shall not disclose the testing results without the consent of the employee, except as otherwise required by a court order, or as necessary to defend any disciplinary action taken against the employee as the result of a positive test.

Section 41.7. Employees who as a result of being ordered to be drug tested are found to be abusing drugs may be subject to dismissal. Refusal to cooperate with the drug testing procedure, adulteration of, or switching a urine sample may also be grounds for dismissal.

Section 41.8. An employee who, prior to being called to submit to a test, voluntarily admits a substance abuse problem, may request to use sick time, compensatory time, or vacation leave in order to complete a voluntary rehabilitation program. If no such leave time is available, the employee may request to be placed on disability leave without pay for the period of the rehabilitation program. Upon completion of such program, as certified by a substance abuse professional, and upon receiving results from a return-to-duty test demonstrating that the employee is no longer under the influence of controlled substances and is capable of performing the essential functions of his position, the employee will be returned to his former position.

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

Section 41.9. The cost of drug screening and confirmatory tests shall be borne by the Employer, except any test initiated at the request of the employee shall be at the expense of such employee. The cost of any return-to-duty tests shall also be at the expense of the employee. All records pertaining to drug test results shall be kept in a confidential manner, except as otherwise required by law.

Section 41.10. Random drug testing may be conducted by the Employer no more than four (4) times each calendar year. No more than twenty-five percent (25%) of the bargaining unit shall be randomly tested during any one testing period. Selection of those employees to be randomly tested shall be by lottery conducted by the testing laboratory.

Section 41.11. Nothing contained in this article shall be construed as a waiver of the Union's right to appeal any disciplinary action imposed pursuant to this article.

ARTICLE 42
SERVICE WEAPON

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

ARTICLE 43
DURATION OF AGREEMENT

Section 43.1.

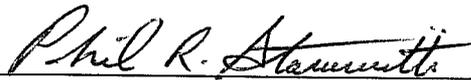
- A. This agreement shall be effective as of April 1, 2011, and shall remain in full force and effect until March 31, 2014.
- B. If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration, nor later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent. Modifications or amendments at any other time than that established above shall only be by the mutual written consent of the parties.

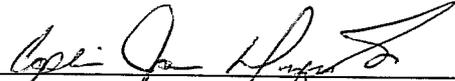
The parties acknowledge that during the negotiations which resulted in this Agreement that each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union both agree that they shall not be obligated to bargain on any matters during the term of this Agreement except as provided for in Articles 13 and 14 of this Agreement.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives this _____ day of September 2011.

FOR THE LORAIN COUNTY SHERIFF

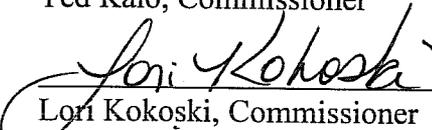

Phil Stammitti, Sheriff

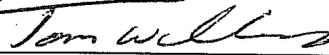

James Drozdowski, Captain


Robin L. Bell, Consultant

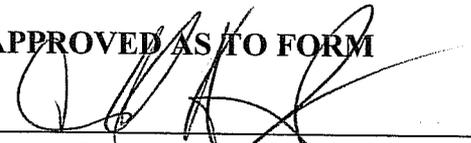
FOR THE LORAIN COUNTY BOARD OF COMMISSIONERS


Ted Kalo, Commissioner

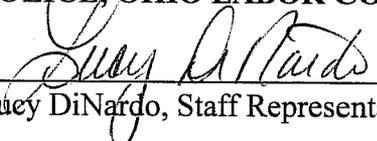

Lori Kokoski, Commissioner


Tom Williams, Commissioner

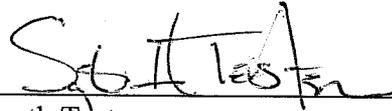
APPROVED AS TO FORM

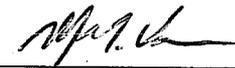

Gerald Innes, Assistant Co. Prosecutor

FOR THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL


Lucy DiNardo, Staff Representative


Louis Silva
Negotiating Committee Member


Heath Tester
Negotiating Committee Member


Mark Varady
Negotiating Committee Member

APPENDIX A
Union Representative Time Form

Union Official's Name _____

Work Area _____

Date _____

Grievance No. _____

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

Attend Meeting With The Employer

Process Grievance

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

Attend Disciplinary Conference

Began _____ a.m.

Ended _____ p.m.

Supervisor Or Manager

Associate

Complete In Duplicate: 1 Copy Associate
 1 Copy Supervisor or Department Head

APPENDIX B
Authorization For Union Dues Deduction
**Fraternal Order of Police/
Ohio Labor Council, Inc.**

Application for Membership and Authorization for Dues Deduction

I hereby make application for membership in the Fraternal Order of Police, Ohio Labor Council, Inc., and authorize it to represent me and negotiate on my behalf with all appropriate officials of the County of Lorain on all matters that affect my employment.

I further authorize the Lorain County Auditor to deduct from my pay and pay over to the FOP/OLC sums in such amount as may be certified to the County by appropriate officers of the FOP/OLC, Inc. This authorization is to continue until withdrawn by me in accordance with law.

Name _____ Unit No. _____

Street _____

City _____

Telephone No. _____ Date _____

Department _____

Date Of Birth _____ S.S. # _____

Signature _____

Date Of Appointment _____

APPENDIX C

FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.
222 EAST TOWN STREET
COLUMBUS, OHIO 43215-4611
(614) 224-5700
FAX (614) 224-5775
1-800-FOP-OLCI



O.L.C. Unit _____ Employer _____
O.L.C. Grievance No. _____ Address _____
Phone No. (____) _____

GRIEVANCE REPORT FORM

PLEASE PRINT OR TYPE

A copy of this form
must be sent to the
O.L.C. Office -
IMMEDIATELY

Please have your Associate
call your Staff Representative
when filing a grievance

Name of Grievant _____ Badge No. _____
Grievant address _____ Phone No. (____) _____
Classification _____ Assignment _____
Shift _____ Date of appointment _____

Immediate Supervisor at time of incident _____
O.L.C. Representative _____ Date and time _____
Grievance first discussed with _____ Date and time _____
Article and section number of contract violation _____

Statement of Grievance (Give times, dates, who, what, when, where, why, and how):

Remedy requested: _____

Grievant's signature _____ Date and time _____

STEP ONE

Received by _____ Date and time _____

Respondent Name and Title

Date of meeting _____ Time _____ Place _____

Step one response _____

Name and Title _____ Date and Time _____

Received by _____

Grievant

Date and Time _____

ANSWER IS: Accepted _____ Rejected _____

APPENDIX C (Continued)

STEP TWO if applicable

Received by _____ Date and time _____
Respondent Name and Title
Date of Meeting _____ Time _____ Place _____
Step two response _____

Name and Title _____ Date and Time _____
Received by _____
Grievant _____ Date and Time _____
ANSWER IS: Accepted _____ Rejected _____

STEP THREE if applicable

Received by _____ Date and time _____
Respondent Name and Title
Date of Meeting _____ Time _____ Place _____
Step three response _____

Name and Title _____ Date and Time _____
Received by _____
Grievant _____ Date and Time _____
ANSWER IS: Accepted _____ Rejected _____

STEP FOUR if applicable

Received by _____ Date and time _____
Respondent Name and Title
Date of Meeting _____ Time _____ Place _____
Step four response _____

Name and Title _____ Date and Time _____
Received by _____
Grievant _____ Date and Time _____
ANSWER IS: Accepted _____ Rejected _____

F.O.P./O.L.C. intention to arbitrate (Yes) _____ (No) _____
Signature _____

APPENDIX D
Injury Leave Agreement

The Lorain County Sheriff, the Employer, and _____, the employee, agree as follows:

Whereas, the employee has been injured during the course of his or her employment with the Lorain County Sheriff's Office and has filed a claim for Workers' Compensation, said injury having occurred on or about _____, and the claim being numbered _____, and

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

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

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

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

Lorain County Sheriff

Employee

Date _____

SIDE AGREEMENT
Election Day Holidays

It is recognized by the parties that one of the personal holidays identified in Article 30, section 3, was agreed upon in lieu of the one-half (1/2) day holidays for the primary and general election days.

SIDE AGREEMENT
Vacation Bonus

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

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

Such vacation bonus shall be in addition to the vacation leave identified in Article 34 of the agreement and shall be credited to the employee on the day following the date of continuous employment in each of the years identified.

Vacation bonus shall be scheduled in accordance with Article 34, Sections 5 and 6.

SIDE AGREEMENT
Shift Preference

The Employer agrees to continue the existing practice with regard to the expression of an interest in a specific shift assignment as contained in the operational directive.

LETTER OF INTENT AND UNDERSTANDING
Grievance Procedure

The Lorain County Sheriff's Office and the FOP/OLC agree to the following procedures that supplement and modify Section 17.8, Grievance Procedure, of the collective bargaining agreement. The parties agree that this letter of intent and understanding can be canceled at any time by either party.

1. In the event the parties must select an arbitrator to resolve a grievance, each party will prepare a list of seven (7) arbitrators and will present such list to the other party.
2. If there is more than one (1) name which appears on both lists, the parties will select the arbitrator from those names which appear on both lists through the use of the alternate strike method. If there is only one (1) name that appears on both lists, such person shall be considered the arbitrator.

3. If the above procedure fails to produce an arbitrator, each party will prepare a second list and will repeat the procedure. This process will be completed within ten (10) calendar days after the FOP/OLC notifies the Employer, in writing, of its intent to seek arbitration over the unresolved grievance. If the above procedure fails a second time, the parties will select an arbitrator from a list provided by the American Arbitration Association (AAA) in accordance with Section 4 of this letter.
4. Within ten (10) calendar days after the Employer's receipt of a request to arbitrate, the AAA shall be jointly requested to submit a panel list of fifteen (15) arbitrators. The parties will request, if possible, that such arbitrators be members of the National Academy of Arbitrators and residents of the State of Ohio. The parties shall select the arbitrator in accordance with the rules of the AAA.
5. The remainder of Article 17 of the labor agreement will remain unchanged.

LETTER OF UNDERSTANDING
Promotional Opportunities

The parties agree to continue to meet to negotiate a new promotional procedure. If the parties have not reached agreement by March 1, 2001, then the parties may agree to submit their final positions to an arbitrator selected from the American Arbitration Association. The arbitrator shall be authorized only to select one of the parties' positions and shall not have the authority to structure a promotional procedure that differs from one of the proposals. The decision of the arbitrator shall be incorporated into the agreement.

MEMORANDUM OF UNDERSTANDING
Physical Ability Testing

The Lorain County Sheriff ("Employer") and the Fraternal Order of Police, Ohio Labor Council, Inc., on behalf of the Promoted Law Enforcement Unit ("Union") hereby agree as follows with regard to Article 39, Physical Ability Testing.

1. Participation in the Physical Ability Testing program as set forth in Article 39, Physical Ability Testing shall be voluntary for all employees who were members of the Lorain County Deputy Association bargaining unit as of July 2002. Participation in the Physical Ability Testing program as set forth in Article 39, Physical Ability Testing shall also be voluntary all employees who were members of the Promoted Law Enforcement bargaining unit as of July 2002.
2. Any employee who is promoted within the bargaining unit (i.e., from sergeant to lieutenant) shall not be required to participate in the Physical Ability Testing pursuant to Article 39 unless he/she was hired after July 2002.
3. Those employees who voluntarily take the Physical Ability Test shall be eligible to receive the incentive bonus set forth in Section 39.3.

SIDE AGREEMENT
Insurance Premiums

The parties agree that if the Lorain County Board of Commissioners approves any decrease and/or waives any increase in the employee's share of the health insurance premium for any bargaining unit for whom the Board of Commissioners is the appointing authority, such decrease and/or waived increase in insurance premium shall be applied to those employees covered by this Collective Bargaining Agreement.