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Final (01-06-2012)

Agreement Between

THE LAKE COUNTY SHERIFF'S DEPARTMENT

and

THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

Corrections Officers

EFFECTIVE DATE: April 1, 2011

ENDING: March 31, 2014

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ARTICLE 1

PURPOSE

Section 1.

This Agreement is made between the Lake County Sheriff, hereinafter referred to as the "Employer", and the Ohio Patrolmen's Benevolent Association (OPBA), hereinafter referred to as the "Union". The male pronoun or adjective used herein refers to the female also unless otherwise indicated. The term "employee" or "employees" where used herein refers to all employees in the Bargaining Unit. The purpose of the contract is to set out the terms and conditions of employment, including rates of pay, wages, hours and working conditions and to establish a peaceful procedure for the resolution of all differences between the parties.

Section 2.

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

ARTICLE 2

UNION RECOGNITION

Section 1.

The Lake County Sheriff and the Lake County Commissioners hereby recognize Ohio Patrolmen's Benevolent Association as the sole and exclusive bargaining agent for all employees in the following classifications: All Correction Officers below the rank of Sergeant employed by the Lake County Sheriff's Department. The Union, as a term of this agreement, has provided the Employer a notarized affidavit certifying compliance with the Ohio Revised Code Section 3517.13.

Section 2.

Exclusions to the Bargaining Unit, all management-level employees, professional employees, confidential employees, and supervisors as defined in the Code; and seasonal and casual employees as determined by the State Employment Relations Board; and all non-deputized Sergeants and above; and all other employees of the Lake County Sheriff's Department.

ARTICLE 3

NON-DISCRIMINATION

Section 1.

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

ARTICLE 4

NO STRIKE/NO LOCK OUT

Section 1.

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

Section 2.

The Union agrees to actively seek stoppage of any type of job action by a member of members of the Bargaining Unit and shall take whatever affirmative steps reasonably within their ability that are necessary to end such job action.

Section 3.

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

ARTICLE 5

MANAGEMENT RIGHTS

Section 1.

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

1. Hire, promote and transfer employees;
2. Discipline, suspend and discharge employees for just cause;

3. Determine the number of persons required to be employed, laid off or discharged;

4. Determine the qualifications of employees covered by this Agreement;

5. Determine the starting and quitting time and the number of hours to be worked by its employees;

6. Promulgate and enforce policies, rules and regulations;

7. Determine the work assignments of its employees;

8. Determine the basis for selection and retention of employees;

9. Utilize a promotional process whereby it shall be Management's right to develop the process and set the criteria for all promotions;

10. Determine the type of equipment used and the sequence of work processes;

11. Determine the making of technological alterations by revising either process or equipment, or both;

12. Determine work standards and the quality and quantity of work to be produced;

13. Select and locate buildings and other facilities;

14. Establish, expand, transfer and/or consolidate work processes and facilities;

15. Consolidate, merge or otherwise transfer any or all of its facilities, property, processes or work, or change in any respect the legal status, management or responsibilities of such property, facilities, processes or work;

16. Terminate or eliminate all or any part of its work or facilities.

Section 2.

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

herein.

ARTICLE 6

SENIORITY

Section 1.

Seniority shall be an employee's uninterrupted length of continuous full-time employment with the Lake County Sheriff's Department, from the last date of hire as a full-time employee. An employee shall have no seniority for the probationary period provided in Article 7, but upon completion of the probationary period, seniority shall be retro-active to the date of hire.

Section 2.

Seniority shall be terminated when an employee:

A. Quits or resigns;

B. Is discharged for just cause;

C. Is laid off for a period of more than thirty-six (36) consecutive months;

D. Is absent without leave for three (3) or more work days unless proper excuse for the absence is shown or if no notice was given, a satisfactory excuse for the failure to give notice;

E. Fails to report for work when recalled from layoff within five (5) calendar days from the date of receipt of recall notice sent by Certified mail (to the employee's last known address as shown on the Employer's records);

F. Retires;

G. Fails to report for work within forty-eight (48) hours of expiration of an approved leave of absence, unless otherwise mutually agreed to extend, secured in writing.

ARTICLE 7

PROBATIONARY PERIOD

Section 1.

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

Section 2.

Probationary employees shall be afforded Union representation and benefits as defined and set out in these Articles, the Employer shall have the right to discipline or discharge such employee and any such action shall not be appealable through the disciplinary or grievance procedures herein contained.

ARTICLE 8

LAYOFF AND RECALL

Section 1.

Employees may be laid off as the result of lack of work, lack of funds, for reasons of economy and efficiency or for a reorganization for an efficient operation as determined by the Employer. Whenever a layoff becomes necessary, the Employer shall determine the number of employees to be laid off. 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, prior to any layoff, to discuss possible alternatives.

Section 2.

Once the number of layoffs necessary have been determined by the Employer, affected

employees shall be laid off based upon seniority with the least senior employee being laid off first. Non-full-time Corrections Officers shall be laid off prior to any full-time Bargaining Unit employees being laid off.

Section 3.

Employees who have been laid off shall retain reinstatement rights to the classification from which they were laid off and shall be subject to recall by the Employer for a period of three (3) 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. Employees receiving a promotion shall maintain bumping rights into Corrections Officers Bargaining Unit, based on seniority, for the duration of their promotional probation period, (1 year).

Section 4.

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

Section 5.

Employees shall be recalled in the reverse order of layoff according to seniority. An employee on layoff will be given fourteen (14) calendar days to return to work from the date on which the employee receives the recall notice, from the Employer by certified mail to his last known address.

ARTICLE 9

LABOR/MANAGEMENT COMMITTEE

Section 1.

A Labor/Management Committee consisting of two (2) representatives from the

Bargaining Unit and two (2) representatives of the Employer will be established. The Committee shall meet not less than one (1) time per year or as mutually agreed by the parties. Both parties reserve the right to have in addition to the designated representatives, an outside representative present at these meetings.

Section 2.

The Committee is established to discuss items of concern which are related to employment including but not limited to implementation and general administration of the contract provisions, sharing of general information to the interest of the parties or items which the Bargaining Unit or Employer wishes the other to consider which are not conditions of the bargaining agreement.

Section 3.

Either party wishing to discuss an item or issue shall provide the other party with a written description of the item or issue and possible solutions. Such notice shall be provided ten (10) days prior to the scheduling meeting.

Section 4.

Labor/Management meetings shall be scheduled in a manner that meets the effective operation of the Agency and does not create overtime. Employees who would have normally been scheduled to work shall be made whole for such time they would have normally been scheduled to work.

The names of representatives for the Bargaining Unit shall be submitted at such time the notice of issues and possible resolutions are presented.

Section 5.

It is understood and agreed that such meetings shall be exclusive of the grievance

procedure and shall not serve for the purpose of altering any or all of the terms of this Agreement.

ARTICLE 10

DUES DEDUCTION

Section 1.

The Employer and the Union agree that membership in the Union is available to all employees, and that no employee is required to become a member of the Union.

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

If the Union, during the life of this Agreement, obtains seventy-five percent (75%) of the Bargaining Unit as dues paying members, then all Bargaining Unit employees who are not members in good standing with the Union, shall be required to pay a fair share fee to the Union as a condition of continued employment. The fair share fee shall be paid effective sixty-one (61)

days from the employee's hire date or the execution of this Agreement, whichever is later. All fair share fee provisions are subject to O.R.C. Section 4117.09.

Section 6.

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

ARTICLE 11

GRIEVANCE AND ARBITRATION

Section 1.

A grievance shall be defined as an allegation of a breach, miscellaneous interpretation or application of any provision of this Agreement, including disciplinary actions as set out in Article 12, Section 3, except new hire probationary employees, between the Union or a Bargaining Unit employee.

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and specifically waives any right of appeal through the State of Ohio Personnel Board of Review except for a probationary employee as set out in Article 7.

The establishment of this grievance procedure is not meant and does not alter normal chain of command for operational issues or directives.

When a grievance arises, the following procedure shall be observed.

A grievance shall be reduced to writing using the grievance form mutually agreed upon

by the Union and the Employer containing the following information:

1. Aggrieved employee's name;
2. Date of event leading to the grievance;
3. A description of the incident giving rise to the grievance;
4. Date grievance was submitted;
5. Specified articles or sections of Agreement of alleged violation;
6. Desired remedy to resolve the grievance;
7. Signature of employee or Union representative in cases of class action or grievances affecting the Union.

STEP 1 - A grievance shall be reduced to writing and presented to the Jail Administrator or his designee within five (5) working days after the employee has knowledge, or reasonably should have known of the event(s) which the grievance is based. The Jail Administrator or his designee shall either respond in writing or schedule a meeting to discuss the issue within five (5) days of receipt of the grievance. In the event a meeting is scheduled, a response shall be submitted within five (5) working days of conclusion of such meeting.

STEP 2 - If the grievance is not satisfactorily resolved with the first step response or failure to respond within five (5) work days, the grievance must be advanced by filing with the Chief Deputy or his designee. The Chief Deputy or his designee shall schedule a meeting to discuss the issue within fifteen (15) working days of receipt of the grievance. A response shall be submitted within fifteen (15) working days of the conclusion of such meeting.

Beginning at Step 2, it is understood and agreed that a Director or a Steward and a representative from OPBA and any other party reasonably necessary to provide the required information may attend a scheduled grievance meeting. In a class action

grievance affecting more than one employee, an affected employee shall be named to participate in behalf of others affected. The Employer reserves the right to designate or provide a representative to attend such scheduled grievance meetings.

STEP 3 - If the grievance is not satisfactorily resolved with the second step response or failure to respond within five (5) work days, the grievance must be advanced by filing with the Sheriff or his designee. The Sheriff or his designee shall either respond in writing or schedule a meeting to discuss the issue within fifteen (15) working days of receipt of the grievance. In the event a meeting is scheduled, a response shall be submitted within fifteen (15) working days of the conclusion of such meeting.

STEP 4 - Arbitration - If the grievance is not satisfactorily settled at Step 3, the Union may, within thirty (30) calendar days after receipt of the Step 3 answer, submit the matter to arbitration. Upon written notice of the Union's intent to arbitrate a grievance the parties shall, within seven (7) calendar days, jointly request the Federal Mediation and Conciliation Services (FMCS) submit a panel of seven (7) arbitrators, selected from a Sub-Regional pool**,** and the arbitrator shall then be chosen by alternately striking names until the last named arbitrator remains, who will be designated as the arbitrator to hear the case. The fee and expenses of the arbitrator shall be borne by the losing party. Prior to striking, either party shall have the option to reject the list of names provided by the FMCS and request another list. Each party may strike up to one (1) list.

Section 2.

In the event a grievance is submitted to arbitration, the arbitrator shall have jurisdiction, power and authority only over disputes arising out of grievances as to the interpretation and/or application of and/or compliance with provisions of this contract including disciplinary actions

as set out in Article 12, and in reaching his decision the arbitrator shall have no authority to add to or subtract from or modify in any way any of the provisions of this contract. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case to him.

Section 3.

All decisions of arbitrators consistent with Article 11, Section 1, and all pre-arbitration grievance settlements reached by the Union and the Employer shall be final, conclusive, and binding on the Employer, the Union, and the employees.

Section 4.

A policy grievance which affects a substantial number of employees may be initially presented by the Union at Step 2 of the grievance procedure as a class action grievance. The parties agree to designate an affected employee who will participate in behalf of the group.

Section 5.

The time limits set forth in the Grievance Procedure shall, unless extended by mutual written agreement of the Employer and the Union, be binding and any grievance not timely presented, or timely processed thereafter by the Union shall be considered withdrawn or settled based on last step response and shall not be arbitrable. The Union reserves the right to withdraw a grievance at any time.

Section 6.

All grievances for which no timely answer is submitted by the Employer shall automatically be advanced to the next step.

Section 7.

In computing the time for presenting, answering, or appealing a grievance, Saturdays, Sundays, and holidays shall not be counted as work days.

Section 8.

The aggrieved employee, a Union representative and reasonably necessary witness(es) shall not lose any regular straight-time pay for time off the job while attending scheduled grievance meetings.

ARTICLE 12

DISCIPLINARY ACTION

Section 1.

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

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

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

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

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

Section 2.

In such events where the Employer intends to suspend an employee, a pre-disciplinary hearing shall be offered. The Employer shall give notice of the hearing which includes the nature of the charges and level of discipline intended.

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

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

Section 3.

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

An employee shall have the right to grieve written reprimands through Step 2 of the Grievance Procedure. Employees who are suspended or discharged by the Employer for just cause in accordance with this Article may appeal such discipline through the grievance procedure set out in the Agreement. Such grievances shall be submitted directly to Step 2.

By agreement to process disciplinary appeals through the grievance procedure, Bargaining Unit employees waive any right of appeals through the State Personnel Board of Review, except for a new hire employee as set out in Probationary Period, Article 7.

Section 4.

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

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

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

No provision set out in this Section pertains to probationary employees or to the Employer's right to remove, reduce, or fail an employee in a probationary capacity.

ARTICLE 13

SICK LEAVE

Section 1.

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

Full-time employees accumulate sick leave at the rate of 4.6 hours for each completed and paid eighty (80) hours of service. Credit is given for all time in active pay status, including vacation and sick leave, but not for time on leave of absence without pay or while receiving paid injury leave.

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

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

A. Illness, injury, or pregnancy-related conditions of the employee.

B. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.

C. Examination of the employee, including medical, psychological, dental or optical examination by an appropriate practitioner.

D. Death of a member of the employee's immediate family (refer to Bereavement

Section).

E. Illness, injury or pregnancy-related condition of a member of the employee's immediate family* where the employee's presence is reasonably necessary for the health and welfare of the employee's family member.

F. Examination, including medical, psychological, dental, or optical examination of a member of the employee's immediate family* by an appropriate practitioner where the employee's presence is reasonably necessary.

*DEFINITION OF IMMEDIATE FAMILY:

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

Section 2. - PROCEDURE

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

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

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

Section 3. - ABUSE OF SICK LEAVE

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

When the Employer can substantiate the abuse of sick time, either on an individual case

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

After four (4) continuous working days of illness, a physician's statement will be required. After four (4) undocumented occurrences in a rotating year, and upon the fifth occurrence, a physician's certificate may be required. An occurrence shall be defined as the period of time an employee is off from the start to the return, except no more than one occurrence accrues within a single day.

Section 4. - TRANSFER OF SICK LEAVE CREDITS

An employee who transfers from one public agency to another in the State of Ohio, or who is reappointed or reinstated, or who transfers from one state department to another, shall be credited with the unused balance of their accumulated sick leave, provided:

A. The time between separation and reappointment does not exceed ten (10) years.

B. That written verification thereof is obtained by employee and given to the Employer upon employment, or not later than sixty (60) days.

C. Cash payment was not received for balance of sick leave, the words, "Public Agency", as used herein include the state, counties, municipalities and townships.

Section 5.

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

Section 6. - UNUSED SICK LEAVE PAYMENT

The schedule for the payment of accrued unused sick leave is based upon nine hundred sixty (960) hours and is outlined below.

The terms of this section are based upon the resignation, death or retirement in good standing of employment of full-time County employees only.

During the 1993 negotiations, the parties agreed that for purposes of determining past service credit for sick leave cash out, employees hired prior to August 15, 1993 shall have years of employment calculated including prior service with another Ohio political subdivision, that may have been transferred upon employment. For all other employees hired on or after August 15, 1993, years of employment for purposes of cash out shall mean years of full time employment for a Lake County appointing authority under the general fund legislative authority of the Lake County Board of Commissioners, Utilities, and Human Services.

LAKE COUNTY POLICY PAYMENT SCHEDULE FOR

ACCRUED UNUSED SICK LEAVE

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

ARTICLE 14

HOLIDAYS

Section 1.

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

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

Section 2.

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

Section 3.

In the event that any of the aforementioned holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the

aforesaid holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday, in accordance with Section 124.18 of the Ohio Revised Code.

Section 4.

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

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

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

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

Section 5.

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

Employees shall schedule not less than a full day increment and shall not be allowed to schedule days off in anticipation of earning sick time to meet required banked hours and shall not be scheduled in a manner that creates overtime.

Such personal days are not cumulative from year to year. Use of such personal days as

granted here and above shall not be considered an occurrence for purposes of Article 14, Section 3.

ARTICLE 15

ANNUAL LEAVE (VACATION)

Section 1.

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

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

Section 2.

Generally, vacation shall be accrued in one (1) year and used in next year, based on the Employee’s anniversary date of hire. An employee may be allowed to accumulate and carry over vacation leave to the following year for meritorious reasons as determined by the Employer. Vacation leave will not be carried over for more than one (1) year. General provisions of scheduling of holidays, vacations, and personal days shall be set out in policy and procedure number 201D on a calendar year basis.

Section 3.

No vacation leave shall be credited for overtime hours worked.

Section 4.

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

Section 5.

Employees will be paid in full for all unused vacation time at point of termination or to their estate in the event of death.

Section 6.

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

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

ARTICLE 16

SENIORITY PAYMENT

Section 1.

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

are discharged prior to such payment.

No seniority payment will be made in 2011, 2012, 2013.

PAYMENT ONCE A YEAR

Years of Service	**Effective 2007**
1	None
2	None
3	None
4	None
5	None
6	None
7	650
8	650
9	650
10	650
11	875
12	875
13	875
14	875
15	875
16	1075
17	1075
18	1075
19	1075
20	1075
21	1200
22	1200
23	1200
24	1200
25	1200
26 and over	1350

Section 2.

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

ARTICLE 17

WAGES

Section 1.

Wages shall be established as set out in Appendix "B" of this Agreement. The wage rates in effect in Appendix B as of March 28, 2010 shall remain in effect through March 30, 2013. Wage rates effective for March 31, 2013 may be subject to a wage reopener.

Section 2.

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

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

Section 3.

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

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

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

ARTICLE 18

BEREAVEMENT DAYS

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

ARTICLE 19

LEAVE OF ABSENCE

Section 1.

The Employer shall grant an eligible employee up to twelve (12) weeks leave during a twelve (12) month period in accordance with provisions of the Family and Medical Leave Act. Accrued paid vacation, compensatory, personal or sick leave (if medically required) time shall be utilized first and shall count towards the leave.

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

Section 2. - LENGTH OF LEAVE - MATERNITY

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

Leaves of absence shall be limited to the period of time that the pregnant employee is unable to perform the substantial and material duties of the employee's position. This period may include reasonable pre-delivery, delivery, and recovery time, as certified by a physician, not to exceed six (6) months, including such time provided under the Family and Medical Leave Act. Failure by an employee to return to work as directed or at the conclusion of a pregnancy leave

will be considered as having voluntarily resigned effective with the date they were to report to work.

Section 3. - PHYSICIAN'S CERTIFICATE

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

Section 4.

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

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

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

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

If the results of this examination are in contrast to the Employer's physician, a third physician or medical facility mutually recommended by each party's physician or medical facility mutually recommended by each party's physician shall determine the employee’s fitness for duty. The cost of this examination shall be shared equally by the Employer and the employee.

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

Section 5.

The Employer may grant a leave of absence without pay to an employee who is a party to a lawsuit to attend court proceedings.

ARTICLE 20

INJURY LEAVE

Section 1.

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

Section 2.

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

Section 3.

No injury leave pay shall be paid at any time an employee is compensated by any other

means by the Employer, including but not limited to, holidays, vacation, personal days, sick leave, bereavement, compensatory time, or compensation paid through Workers' Compensation or other time off program funded by the Employer.

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

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

Section 4.

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

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

Section 5.

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

Such assignments may be made anywhere within the Sheriff's organization.

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

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

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

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

Section 6.

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

Section 7.

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

Section 8.

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

ARTICLE 21

MILITARY DUTY

Section 1.

An employee shall be granted a leave of absence for military duty in accordance with the federal and state laws.

ARTICLE 22

COURT TIME

Section 1.

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

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

Section 2.

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

Section 3.

Any employee called for jury duty or subpoenaed as a witness in a case they are not a party to will be granted a leave of absence for the period of the jury service or witness service, and will be compensated his regular pay upon submitting to the Employer, the pay received for jury duty or witness duty. Material documented proof of duty shall be presented upon return to work. Forms are provided by the Court.

ARTICLE 23

HOSPITALIZATION INSURANCE/DENTAL INSURANCE

Section 1.

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

ARTICLE 24

LIFE INSURANCE

Section 1.

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

Section 2.

The employee may, at his own expense, pick up additional life insurance at the rate in

existence at the time of purchase. This insurance may be purchased in the manner and at the levels established under County and provider policies and procedures.

Section 3.

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

ARTICLE 25

EDUCATION ASSISTANCE PROGRAM

Section 1.

When resources are available, each member of the Bargaining Unit shall be offered educational assistance as described in Lake County Board of Commissioners Resolution establishing a Lake County plan for job-related education courses to deter the cost of job-related courses in an accredited college or university in the same
manner as provided to all county general fund employees. Pre-approval, by the Sheriff, shall be done in a fair manner.

ARTICLE 26

OVERTIME

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

Overtime shall be offered in a manner that provides equitable distribution of such opportunities. If an error occurs in the offering of overtime, such employee shall be offered the next opportunity that arises. Based on the nature of the operation, the parties recognize there are exceptions which may require offering overtime based on certifications, qualifications and sex or other determinative factors. General provisions of distribution of overtime shall be set out in policy and procedure number 201C.

Section 5.

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

Section 6.

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

Section 7.

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

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

In the event an employee is working overtime on a shift another employee(s) is off on compensatory time, employees shall be offered by seniority a choice between overtime pay or compensatory time accrual. The least senior employee(s) shall be paid overtime if the senior employee(s) request compensatory time accrual.

Section 8.

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

Section 9.

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

ARTICLE 27

PAY FOR TRAINING TIME

Section 1.

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

Section 2.

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

ARTICLE 28

REPRESENTATION TIME

Section 1.

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

ARTICLE 29

UNION LEAVE

Section 1.

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

Section 2.

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

ARTICLE 30

FATAL FORCE

Section 1.

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

A. The employee shall receive the necessary time off to relieve the stress which has resulted from the use of fatal force. The duration of the time shall be set by the Sheriff.

B. The employee shall continue to receive his pay and benefits for the duration of the time off without it being charged to his vacation or sick time.

C. The instituting of fatal force leave shall be determined by the Sheriff.

ARTICLE 31

TEMPORARY WORK LEVELS

Section 1.

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

A. Management reserves the right to determine when a temporary work level is necessary and to determine who shall fill that position.

B. That the Bargaining Unit member acts in that rank capacity for two (2) or more consecutive hours.

ARTICLE 32

SAVING CLAUSE

Section 1.

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

Section 2.

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

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

ARTICLE 33

SPECIALIZED TRAINING AND SKILLS PAYMENTS

1.	Spanish Speaking Translator	$100
2.	E.M.T., E.M.T.A. or Licensed Paramedic	$200
3.	Associate of Arts Degree	$400
4.	Bachelor of Arts/Bachelor of Science Degree	$800

NOTATION: Payments shall begin after an employee has been employed one (1) year. This payment will be made once each year to each qualified person based on his particular maximum qualification and are not accumulative. The Employer reserves the right to designate the number of employees to be compensated for categories listed in the #1 and #2 above, however, if an employee with such qualification or certification is assigned such duties during the course of the calendar year, they shall be compensated regardless if they have a year of service or not. All payments will be based on submission to the department sufficient documentation that the course(s) or degree has been completed, or Spanish speaking ability as determined by the Employer. All course(s) or degree(s) must be from an approved and accredited college or university. Payment of such shall be done in the same manner as set out in Article 17, Section 1, Seniority Payment.

ARTICLE 34

UNIFORMS

Section 1.

All Bargaining Unit employees required to wear uniforms shall have them provided

under a quartermaster system at no cost to the employee. The type of uniform worn and items issued shall be determined solely by the Employer. All such articles provided remain the property of the Employer.

Section 2.

As determined by the Employer, uniforms may be replaced due to damage, wear, or size variation.

ARTICLE 35

REVIEW OF PERSONNEL FILES

Section 1.

Every member shall be allowed to review his personnel file at a reasonable time during regular office hours, upon the written request to the Sheriff, and in the presence of the Sheriff or his designated representative.

ARTICLE 36

SUSPENSION OF CONTRACT IN EMERGENCY

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

If within thirty (30) days of the cancellation of the suspension of the contract, unresolved issues of re-implementation of the contract may be submitted to the grievance procedure.

ARTICLE 37

DRUG AND ALCOHOL TESTING

Section 1.

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

Section 2.

Drug and alcohol screening/testing may be conducted randomly and/or upon reasonable suspicion that an employee has a controlled substance in their system or is under the influence of

alcohol or drugs. Results of drug or alcohol screening or testing will not be released to a third party except as may be required for administrative proceedings or as required under Ohio Public Records requirements or by applicable law. The following procedures shall not preclude the Employer from administrative action based upon the test results.

Section 3.

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

Section 4.

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

Alcohol	Benzodiazepines	PCP
THC	Cocaine	Propoxyphene
Methadone	Barbiturates	Methaqualones
Opiates	Amphetamines	

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

Section 5.

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

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

Section 6.

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

ARTICLE 38

TERM OF AGREEMENT

This Agreement shall become effective upon execution and continue in force until March 31, 2014 and thereafter, unless modified or changed by mutual agreement, except that either party may request to re-open Article 17 Wages to determine wage rates for the third year of the Agreement.

Either party desiring to renegotiate Article 17 Wages shall give the other party written notice of such intentions at least sixty (60) days prior to the second anniversary date of this Agreement.

Either party desiring to terminate, modify, or negotiate a successor agreement shall give the other party written notice of such intention at least sixty (60) days prior to the initial

termination date of this Agreement.

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

_____, 2012.

FOR THE LAKE COUNTY SHERIFF'S DEPARTMENT:

_____

_____

_____

FOR THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION:

_____

_____

_____

BOARD OF LAKE COUNTY COMMISSIONERS:

_____

_____

_____

APPENDIX A

DUES DEDUCTIONS

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

_____

Print Name

_____

Signature

_____

Date

_____

Social Security Number

APPENDIX B

LAKE COUNTY
NON-COMMISSIONED CORRECTIONS OFFICERS

RATE SCHEDULE EFFECTIVE March 28, 2010Through March 30, 2013

Start -	19.48
1 -	19.96
2 -	20.44
3 -	20.92
4 -	21.40
5 -	21.88

Either party may re-open the contract for wages only in 2013 by sending a Notice to SERB and opposing party.

LAKE COUNTY COs FURLOUGH AGREEMENT

1. All bargaining unit employees may choose to not receive eight (8) hours of straight time pay for six (6) unpaid "Furlough Days" (a total of forty-eight (48) hours) or may choose to not receive pay for six (6) "Holidays" or a combination of three (3) furlough days and three (3) Holidays. The furlough days to be scheduled throughout the calendar year 2012 in the same manner as the terms and conditions as when they were scheduled in 2011. Furlough Days are defined as unpaid days off that are in addition to any other normally assigned collective bargaining leave provisions.

2. Employees shall be permitted to request furlough days off by seniority, subject to management approval and based on operational needs of the department, provided the shift has two (2) employees above minimum requirements. The employee may move/transfer furlough days to another day provided the receiving shift has two (2) employees above minimum requirements.

3. The additional forty-eight (48) hours of unpaid furlough time or unpaid holiday time shall be reduced from employees' wages in accordance with Paragraph 5 below.

4. For purposes of daily or weekly overtime computation, the furlough day off/unpaid holiday or the adjustment of time specified in Paragraph 5 shall be treated as regular hours worked for the week. For example, if an employee is scheduled and works overtime hours during any day or week, the employee shall receive pay for the overtime hours worked at the rate of one and one-half times the employee's straight rate and the employee's overtime hours shall not be reduced by the furlough day off/unpaid holiday or the time adjustment in Paragraph 5.

5. For purposes of leave accruals per Article 13, section 1 (sick Leave), Article 15, section 1 (annual leave), the furlough day off shall be treated as regular hours worked for the week. Leave accruals per Article 13, section I; Article 15, section 1; contractual leave balances; and health insurance shall not be impacted or reduced as a result of employees participating in the furlough days/unpaid holiday program. Article 15, section 4 shall not apply to the employees' accrual of Annual Leave while on furlough days/unpaid holiday.

6. Rather than subtracting the full eight (8) hours of pay from each employee during the pay period for a furlough day/unpaid holiday, the Employer shall spread the cost to employees of unpaid time off over twenty-six (26) pay periods in 2012. Full-time employees shall have their gross pay reduced by an amount equal to one and eight-five one-hundred (1.85) hours of the employee's total rate of pay for each pay period between January 1, 2012 and December 31, 2012. Employees who separate from the Sheriff’s Office prior to December 31, 2012

shall have adjustments made for their final checks for furlough that have been used or unused.

7. In exchange for the cooperation of the bargaining unit in entering this Agreement, the Sheriff s Office agrees that the Sheriff s Office shall make a good faith effort to avoid further layoff of bargaining unit employees in 2012.

8. This Addendum does not supersede, alter or modify the collective bargaining agreement except to the extent specifically provided herein and to the extent necessary to implement the above provisions. All other terms, conditions and provisions of the collective bargaining agreement shall remain in effect through March 31, 2013.

9. This Memorandum shall be null and void and shall cease to have further effect after December 31, 2012.

10. This Agreement contains the entire agreement among the parties and no other promise, term or condition shall be binding unless it is set forth in writing and is signed by all parties.

The parties hereby warrant and affirm that they understand and agree to each and every term of this Addendum and they affix their signatures below to indicate their assent.

For the Union:		For the Employer:	
_____		_____	
OPBA	Date	Sheriff	Date
_____		_____	
Director	Date	Employer Representative	Date
_____		_____	
Director	Date	Employer Representative	Date
_____		_____	
Director	Date	Employer Representative	Date
_____		_____	
Director	Date	Employer Representative	Date

LAKE COUNTY COs FURLOUGH AGREEMENT

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2. Employees shall be permitted to request furlough days off by seniority, subject to management approval and based on operational needs of the department, provided the shift has two (2) employees above minimum requirements. The employee may move/transfer furlough days to another day provided the receiving shift has two (2) employees above minimum requirements.

3. The additional forty-eight (48) hours of unpaid furlough time or unpaid holiday time shall be reduced from employees' wages in accordance with Paragraph 5 below.

4. For purposes of daily or weekly overtime computation, the furlough day off/unpaid holiday or the adjustment of time specified in Paragraph 5 shall be treated as regular hours worked for the week. For example, if an employee is scheduled and works overtime hours during any day or week, the employee shall receive pay for the overtime hours worked at the rate of one and one-half times the employee's straight rate and the employee's overtime hours shall not be reduced by the furlough day off/unpaid holiday or the time adjustment in Paragraph 5.

5. For purposes of leave accruals per Article 13, section 1 (sick Leave), Article 15, section 1 (annual leave), the furlough day off shall be treated as regular hours worked for the week. Leave accruals per Article 13, section I; Article 15, section 1; contractual leave balances; and health insurance shall not be impacted or reduced as a result of employees participating in the furlough days/unpaid holiday program. Article 15, section 4 shall not apply to the employees' accrual of Annual Leave while on furlough days/unpaid holiday.

6. Rather than subtracting the full eight (8) hours of pay from each employee during the pay period for a furlough day/unpaid holiday, the Employer shall spread the cost to employees of unpaid time off over twenty-six (26) pay periods in 2012. Full-time employees shall have their gross pay reduced by an amount equal to one and eight-five one-hundred (1.85) hours of the employee's total rate of pay for each pay period between January 1, 2012 and December 31, 2012. Employees

who separate from the Sheriff's Office prior to December 31, 2012 shall have adjustments made for their final checks for furlough that have been used or unused.

7. In exchange for the cooperation of the bargaining unit in entering this Agreement, the Sheriff s Office agrees that the Sheriff s Office shall make a good faith effort to avoid further layoff of bargaining unit employees in 2012.

8. This Addendum does not supersede, alter or modify the collective bargaining agreement except to the extent specifically provided herein and to the extent necessary to implement the above provisions. All other terms, conditions and provisions of the collective bargaining agreement shall remain in effect through March 31, 2013.

9. This Memorandum shall be null and void and shall cease to have further effect after December 31, 2012.

10. This Agreement contains the entire agreement among the parties and no other promise, term or condition shall be binding unless it is set forth in writing and is signed by all parties.

The parties hereby warrant and affirm that they understand and agree to each and every term of this Addendum and they affix their signatures below to indicate their assent.

For the Union:		For the Employer:	
		02-08-12	
OPBA	Date	Sheriff	Date
02-06-12		2-6-2012	
Director	Date	Employer Representative	Date
1/24/12		1/9/2012	
Director	Date	Employer Representative	Date
02/06/12			
Director	Date	Employer Representative	Date
Director	Date	Employer Representative	Date

IN WITNESS THEREOF, the parties have caused this contract to be executed February 28, 2012.

FOR THE LAKE COUNTY SHERIFF'S DEPARTMENT:

FOR THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION:

Thomas M. Szabarczyk

BOARD OF LAKE COUNTY COMMISSIONERS:

Daniel P. Troy

Final (01-06-2012)

Agreement Between

THE LAKE COUNTY SHERIFF'S DEPARTMENT

and

THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

Corrections Officers

EFFECTIVE DATE: April 1, 2011

ENDING: March 31, 2014