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

SERB Case No. 2017-MED-08-0853

**NOVEMBER 1, 2017
through OCTOBER 31, 2020**

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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. 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 by the Lorain County Sheriff's Office occupying the positions of Corrections Sergeants and Lieutenants, and Corporals, excluding all confidential, management level, supervisory, student, seasonal and casual employees as defined in the Act, and all other employees.

Section 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 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. 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 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 4. Any changes made in the associates, alternates, or officers shall be furnished to the Employer as soon as practicable.

Section 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 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 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. 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 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 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 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 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 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 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 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 Employer, and have not become Union members, shall pay a “fair share fee,” not to exceed the Union's regular monthly dues as a condition of employment with the Employer.

Section 2. 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 each month.

Section 3. Any unit member of, and adhering to established and traditional tenets and teaching of a bona fide religion or religious body, which has historically held a conscientious objection to joining or financially supporting an employee organization, and is exempt from taxation under the provisions of the Ohio Revised Code, shall not be required to join or financially support an employee organization as a condition of employment. The unit member shall submit proper proof of religious conviction to the State Employment Relations Board (SERB), and if the Board shall declare the employee exempt from becoming a member of or financially supportive of an employee organization, the employee shall be required, in lieu of the “fair share fee” to make payment to a non-religious charitable fund exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code, mutually agreed upon by the employee and representative of the employee organization to which the employee would otherwise be required to pay a “fair share fee.” The employee shall furnish to the employee organization written receipts evidencing such payment, and failure to make such payment or furnish such receipts shall subject the employee to the same sanctions as would non-payment of dues under the applicable collective bargaining agreement.

Section 4. The FOP hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this article, and shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE 5
MANAGEMENT RIGHTS

Section 1. The Union shall recognize the right and authority of the Sheriff to administer the business of the Lorain County Sheriff's Office, and in addition to other functions and responsibilities which are required by law, the Union shall recognize that the Employer has and will retain the full right and responsibility to direct the operations of the Sheriff's Office, to promulgate rules and regulations, and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for just cause, and to maintain discipline among employees;

- B. To manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
- C. To determine each department's goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively and efficiently meet these purposes;
- 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 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 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 pre-disciplinary 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 or a voice stress analysis 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 any such examination. Failure of an employee to submit to a polygraph examination or a voice stress analysis shall not be utilized as a reason for pursuing disciplinary action against an employee.
 - 1. 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.
 - 2. The CVSA examiner must be currently certified with an association recognized by NITV with a minimum of five (5) years of continuous and active certification. The Employer shall propose a list of three examiners, and both the Union and the Employer shall have the ability to strike one name from the list. The list may not include any active or former member of any law enforcement agency within the County of Lorain.
- 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 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 1. “Departmental seniority” shall be the length of service in a permanent position or succession of positions within the employ of the department dating back to the last date of hire.

Section 2. “Bargaining unit seniority” shall be the length of continuous service in a classification within this bargaining unit. Such continuous service shall commence with the employee's date of promotion or transfer into a classification within this bargaining unit.

Section 3. “Classification Seniority” shall be the length of continuous service within the classification. Such continuous service shall commence with the employee's date of promotion or transfer into the classification. If two (2) or more employees have the same date of promotion, the promotional test score shall determine the seniority ranking, when applicable.

Section 4. Continuous service shall be interrupted only by the following:

- 1. separation because of resignation;
- 2. discharge for just cause;
- 3. failure to return from leave of absence;
- 4. failure to respond to recall from layoff;
- 5. failure to return from disability leave;

6. if employee retires;
7. if employee is laid off in excess of two (2) year period.

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.

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.

Section 5. “Seniority” for the purposes of vacation accrual shall be computed on the basis of total uninterrupted length of continuous service with the Employer.

Section 6. Other government unit employees who transfer to the Sheriff’s Office shall not transfer prior service credit or seniority. However, employees who had been credited with prior service credit prior to the execution of this agreement shall retain such prior service credit.

Section 7. Employees shall be entitled to exercise their bargaining unit seniority for the purpose of overtime and vacation scheduling, and layoff, in accordance with the specific terms and conditions of this agreement.

Section 8. The Employer shall post a seniority list every twelve (12) months, on the departmental bulletin board, showing the continuous service (departmental seniority and classification 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.

Section 9. It is the intent of the parties that the terms and conditions of this article specifically preempt and prevail over the statutory rights as set forth in Revised Code sections 124.321 and 123.328.

ARTICLE 9 **LAYOFF AND RECALL**

Section 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 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 3. A laid off employee shall have the right to displace an employee with less bargaining unit seniority, or an employee with less departmental seniority in a lower or equivalent classification within the Corrections Division, 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 4. Employees in classifications within this bargaining unit shall not be subject to displacement by any employee outside of this bargaining unit.

Section 5. 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 6. 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 7. 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 8. All written notices required of the Employer or employee herein shall be by certified mail.

Section 9. It is the intent of the parties that the terms and conditions of this article specifically preempt and prevail over the statutory rights as set forth in Revised Code sections 124.321 through 123.328.

ARTICLE 10
PROMOTIONAL OPPORTUNITIES

Section 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 2. Provided an employee has attained a passing score of seventy-five percent (75%) or above on the Lorain County Sheriff's Office job-related examination, the Employer will consider the following criteria in selecting the successful applicant: (1) personal interview; (2) performance evaluations; (3) ability to perform work; (4) 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 greater classification seniority.

Section 3. It is the intent of the parties that the terms and conditions of this article specifically preempt and prevail over the statutory rights as set forth in Revised Code section 124.27 through 124.32.

ARTICLE 11
PROBATIONARY PERIODS

Section 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 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 corporal shall begin on the effective date of the promotion and shall continue for one (1) calendar year. The probationary period for a newly promoted lieutenant or sergeant 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 3. Probationary employees shall not be eligible for promotion to any other position until they have completed their probationary period.

Section 4. It is the intent of the parties that the terms and conditions of this article specifically preempt and prevail over the statutory rights as set forth in Revised Code section 124.27.

ARTICLE 12 **HEALTH AND SAFETY**

Section 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 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.

Section 3. In the event that an employee has a reasonable belief that the employee has been exposed to a biological or chemical hazard that is verified by the employee's supervisor, the employee with the approval of the Division Commander shall be tested for any condition resulting from such exposure. Any cost of testing that is not covered by the employee's health insurance shall be paid by the Employer.

ARTICLE 13 **RULES AND REGULATIONS**

Section 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 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 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 2 of the grievance procedure.

Section 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 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 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 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 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 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 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 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 or 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 1. No employee shall be reduced in pay or position, suspended, discharged, or subjected to disciplinary action except for just cause.

Section 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 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 3. Employees who are suspended for absenteeism offenses shall be required to forfeit incentive and/or vacation leave in lieu of serving suspensions for such offenses. Employees shall forfeit the number of hours of vacation leave that equals the amount of time that the employee is to be suspended for the offense (e.g., one [1] day equals eight [8] hours). Should the employee have an insufficient amount of incentive and/or vacation leave to cover the duration of the suspension period, the employee shall forfeit whatever amount may be available in his incentive and/or vacation leave balance and serve the remaining suspension time as unpaid time off.

Section 4. 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 5. Employees who are suspended, reduced, or discharged by the Employer for just cause in accordance with this article may appeal such disciplinary action directly to Step 3 of the grievance procedure.

ARTICLE 17 **GRIEVANCE PROCEDURE**

Section 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 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 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 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 grievance was filed in writing at Step 1;
6. a statement as to the specific articles and sections of the agreement violated;
7. a brief statement of the facts involved in the grievance; and,
8. the remedy requested to resolve the grievance.

Section 5. The time limitations provided for in this article may be extended by mutual written agreement between the Employer and the Union.

Section 6. Each grievance shall be processed in the following manner:

Step 1 **Division Commander:** An employee having a grievance will reduce the grievance to writing and submit the grievance to the Division Commander within ten (10) calendar days after the after the aggrieved individual knew or reasonably should have known of the act, event, or condition giving rise to the grievance. 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 seven (7) calendar 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 seven (7) calendar days pursue the grievance to Step 2 of the procedure.

Step 2 **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 fourteen (14) calendar days after receipt of the written grievance or within seven (7) calendar days of the grievance meeting, whichever is later, the Sheriff or his designated representative shall provide the employee with his/her written response to the grievance.

Step 3: **Arbitration:** If the grievance is not satisfactorily resolved at Step 2, 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 twenty (20) calendar days from the date final action was taken or required to be taken on such grievance under Step 2 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 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 8. The arbitrator shall be selected in the following manner:

The Union shall submit a joint request to the Federal Mediation and Conciliation Service (FMCS) for a list of nine (9) Ohio-domiciled arbitrators who shall be either National Academy Certified or Ohio Supreme Court certified specialists in labor and employment law, within twenty (20) calendar days of the pre-arbitration hearing, or notice of arbitration, whichever is later, with a copy of such request delivered to the Employer.

Once the panel of arbitrators is submitted to the parties, each party shall have fourteen (14) calendar days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the FMCS. In the event that a party fails to return a ranked list to FMCS within the specified time period, the other party shall have his top preference appointed. Each party shall have the right to reject one (1) panel of arbitrators. The party rejecting the panel shall bear the cost of obtaining a new list.

Section 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 10. The hearing shall be conducted in a fair and impartial atmosphere.

Section 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 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 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 equally by the parties. 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 14. Any employee may choose to be represented by a Union associate at any step of this grievance procedure.

Section 15. 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 16. 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 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 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 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 4. The employee's request for leave must be submitted to the Sheriff thirty (30) 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.

Section 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 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 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 8. It is the intent of the parties that the terms and conditions of this article specifically preempt and prevail over the statutory rights as set forth in Revised Code sections 124.382.

ARTICLE 19
DISABILITY LEAVE

Section 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 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 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 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 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 6. It is the intent of the parties that the terms and conditions of this article specifically preempt and prevail over the statutory rights as set forth in Revised Code section 124.385 and Ohio Administrative Code section 123: 1-34-01.

ARTICLE 20 **MILITARY LEAVE**

Section 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 or not to exceed one hundred seventy-six (176) hours in any one calendar year.

Section 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 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 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 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.

Section 6. A "permanent public employee," as defined in Section 5903.01 of the Ohio Revised Code, will be granted a leave of absence without pay to be inducted or to otherwise enter military service.

Section 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 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 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 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 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 one (1) week 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 thirty-two (32) hours per contract year.

ARTICLE 22 **NONDISCRIMINATION**

Section 1. The provisions of this agreement shall be applied equally to all bargaining unit employees without unlawful discrimination as to age, sex, marital status, race, color, ancestry, religion, national origin, disability, military status, veteran’s status, genetic information, or political affiliation. The

Union shall share equally with the Employer the responsibility for applying this provision of the agreement.

Section 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 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 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 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 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 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 1. The parties agree that sick leave is a benefit and the usage of sick leave is not an entitlement. Regular and predictable attendance is an essential function of all employees. The

parties agree to the application of the policy and procedure for Abuse of Sick Leave/Absence Abuse (see Appendix E).

Section 2.

- A. **Sick Leave Accumulation.** 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 approved 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.** Each employee shall earn one-half (1/2) day, 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 unpaid absence, suspension, unexcused tardiness, or absence without leave (AWOL). (Any absence that qualifies as Family Medical leave is not an incident of lost time.) 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.

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 2003 may be carried over to 2004. The maximum amount of bonus time which may be converted to cash in any one year shall be nine (9) days.

Section 3. 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 4. 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 21 and 22 of this agreement.
- B. An employee may petition fellow bargaining unit employees to donate sick leave in eight (8) hour increments. Such situations shall be limited to catastrophic illness and/or injury, and will only be allowable when the disabled employee has exhausted all available paid leaves. The total length of time that an employee may be eligible to use donated sick leave for any single catastrophic illness and/or injury arising out of the same set of facts (e.g., single auto accident) shall be limited to six (6) months in duration unless extended at the discretion of the Sheriff. The Employer shall not unreasonably deny an employee's second request for donation.

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.

Once a donating employee has designated the total amount of sick leave to be donated, the donation is irrevocable, but donated sick leave shall not be deducted from the donating employee until utilized by the ill/injured employee. The sick leave donation program shall be administered on a pay period to pay period basis, drawing from each donating employee on a rotating basis based upon the order in which the donating employees signed up, beginning initially with the first employee to sign up. Donations shall be deducted from a donating employee's designated donation amount in eight (8) hour increments, drawing from each donating employee on a rotating basis. Donations of sick leave will not be considered actually donated and will not be deducted from the donating employee's balance or credited to the disabled employee's balance until the pay period such leave is actually used.

Section 5. 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: the employee's 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 6. Evidence Required for Sick Leave Payment. In order to request the payment of sick leave, employees are required to complete and sign a Request for Leave Form, supplied by the Employer. 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. Upon approval of the Employer, payment of sick leave benefits will be made. If approval is denied by the Employer, the employee shall be notified as to the reason for the denial. If medical attention is required, the licensed medical practitioner must complete and sign the physician's statement portion of the Request for Leave form in order to notify the Employer that the employee was unable to perform his duties. Employees failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud may result in disciplinary action up to and including dismissal. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action, including dismissal.

Section 7. 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 8. 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 essential functions. 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 9. 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 essential functions 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 10. Sick Leave Conversion.

- A. Upon formal retirement under the Public Employees Retirement System (PERS) or death, bargaining unit employees hired prior to January 1, 2015, 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>
20 - 25	75%	960 hours
26	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.

Any employee hired prior to January 1, 2015, that could receive greater benefits pursuant to Section 25.10 B below, may elect to receive those benefits.

- B. A bargaining unit employee hired on or after January 1, 2015, with five (5) or more years of service under PERS shall, upon retirement or separation from service in good standing, be eligible to convert to cash payment up to one hundred percent (100%) of his accumulated sick leave to a maximum of two hundred fifty (250) hours.

Section 11. It is the intent of the parties that the terms and conditions of this article specifically preempt and prevail over the statutory rights as set forth in Revised Code sections 124.38 and 124.382 through 124.39.

ARTICLE 26
FAMILY AND MEDICAL LEAVE

Section 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 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 COVERAGE

Section 1. The Employer will provide full-time bargaining unit employees with the same types of

health care benefits as are offered to all non-bargaining unit employees under the Lorain County Health Care Plan, one of which will include basic surgical, hospitalization, major medical, dental, vision, and prescription drug coverage (base program), and shall pay the premium cost for said insurance in accordance with Section 4 of this article.

Section 2. The Board of Commissioners 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 3. Excluding of any costs which may be associated with non-mandatory individuals as provided for in Section 6 (i.e., those individuals for whom the County is not required to offer coverage) participating in County provided insurance, effective January 1, 2016, the parties will contribute to the cost of the health care coverage as follows:

<u>Type of Coverage</u>	<u>Employer's Monthly Contribution</u>	<u>Employee's Monthly Contribution</u>
Family Plan	90%	10%
Single Plan	90%	10%

Effective November 1, 2019, the parties will contribute to the cost of the health care coverage as follows:

<u>Type of Coverage</u>	<u>Employer's Monthly Contribution</u>	<u>Employee's Monthly Contribution</u>
Family Plan	88%	12%
Single Plan	88%	12%

Section 4. Notwithstanding the provisions of Sections 1 above, which provides for health care coverage, the Union agrees that the Board of Commissioners 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, during any enrollment period as established by the County. The potential loss in benefits as the result of preexisting conditions shall be explained to the employee prior to election of the alternative coverage.

The Board of Commissioners shall determine the terms and conditions and benefit levels of the base program and of any alternative programs, including the right to continue any alternative programs. The costs and/or the terms and conditions and benefit levels of said programs shall be at the discretion of the Board of Commissioners and may be subject to change, provided such changes are applied to non-bargaining unit employees as well.

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. However, once an employee elects to withdraw from the alternative program, he may not elect to change health care coverage programs again until the next open enrollment period.

Section 5. Full-time employees must remain in an active pay status in order to continue to be eligible for Employer paid health care coverage except as provided for in the Family and Medical Leave Act (FMLA) and the County's FMLA policy. Employees who are on an approved leave of absence shall be afforded the opportunity to pay for hospitalization, at the existing group rate, for the duration of their leave of absence.

ARTICLE 28
BEREAVEMENT LEAVE

Section 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 2. For purposes of this article, immediate family shall be defined as mother, father, sister, brother, spouse, child, father-in-law, mother-in-law, grandparents, grandchildren residing in the employee's household, adopted children, and children for whom the employee stands in loco parentis.

Section 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 6B and including aunts and uncles.

ARTICLE 29
LIABILITY

Section 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 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 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 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 1. Bargaining unit employees 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 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 3. In addition to the above-mentioned holidays, each employee in the bargaining unit shall be entitled to four (4) personal holidays as additional days off with pay. Employees who are eligible for personal holidays may use them anytime during the calendar year in which they were earned. The parties agree that said additional days off with pay shall be scheduled by the Employer upon receiving a written request from the employee seven (7) days prior to the date requested. 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 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 5. Employees who do not work the holiday shall be paid holiday pay in the amount of eight (8) hours pay at their straight time hourly rate for each of the holidays listed in Section 1 above.

Section 6. Any work performed by an employee on any one of the days listed in Section 1 shall be paid at the holiday rate of two and one-half times the employee's straight time hourly earnings, except as indicated below.

In order to be eligible for, the holiday pay as set forth in Section 5 or the holiday rate of pay as set forth in Section 6, employees must work their last scheduled day preceding the holiday and the first scheduled day following the holiday, unless the employee's absence is due to pre-approved leave. 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.

Section 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 8. Employees may elect to receive holiday compensation in accordance with Section 5, or may elect to convert the holiday to eight (8) hours of holiday time off to be taken at a later date.

Employees who elect to convert the holiday to holiday time off may not receive holiday pay or the holiday rate of pay for time worked on the holiday. The election of holiday time off must be made at least one (1) week prior to the observed holiday.

- A. In order to be eligible for holiday time off, an employee must work his last scheduled day preceding the holiday and the first scheduled day following the holiday, unless the employee's absence is due to pre-approved leave. 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 his straight time hourly rate for all hours worked on the holiday and shall not be eligible to convert the holiday to holiday time off. The Sheriff may, at his sole discretion, waive this requirement.
- B. Scheduling of the employee's holiday time off will be based upon the operational needs of the department.
- C. No employee may carry over more than thirty-two (32) hours of accrued holiday time off from one year to the next. The Sheriff may, at his sole discretion, waive this limitation.

Section 9. It is the intent of the parties that the terms and conditions of this article specifically preempt and prevail over the statutory rights as set forth in Revised Code section 325.19.

ARTICLE 31
LONGEVITY

Section 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 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 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 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 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. Hours actually worked shall include all hours in which the employee is in active pay status except sick leave or leave used in lieu of sick leave which shall not be counted as hours worked. 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.

"Active pay status" - Means conditions under which an employee is eligible to receive pay, and includes, but is not limited to, vacation leave, sick leave, bereavement leave, administrative leave, compensatory time, holidays, and personal leave. For the purpose of determining overtime or compensatory time for an employee who is eligible for overtime compensation, active pay status does not include sick leave or leave used in lieu of sick leave. Mandated overtime shall always be paid at the base rate of time and one-half (1 1/2) the base rate.

Section 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 4. An employee, other than those who are furnished a support car, shall receive 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 5. Those employees that are furnished a support car by the Sheriff's Office shall receive a minimum of three (3) hours of pay at the base rate of one and one-half (1 1/2) times the base pay 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 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 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 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.

Section 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 10. It is the intent of the parties that the terms and conditions of this article specifically preempt and prevail over the statutory rights as set forth in Revised Code section 4111.03.

ARTICLE 33 **UNIFORMS**

Section 1. Newly hired employees shall be provided with required uniforms and equipment as determined and approved by the Sheriff.

Section 2. Non-probationary employees shall be provided with an annual uniform allowance as follows:

Amount of Uniform Allowance

\$1,200

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

Section 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.

Section 4. Personal Property Reimbursement.

A. Bargaining Unit Members shall be entitled to reimbursement for the repair or replacement of eyewear and time pieces that are damaged during the course of performing their assigned duties with due caution and without negligence. Upon presentation to the Employer of evidence of damage to an employee's eyewear or timepiece, the Employer agrees to pay for the repair or replacement of the personal property up to a maximum amount as set forth below:

<u>Personal Property</u>	<u>Maximum Amount of Reimbursement</u>
Time Piece	\$75.00
Eyewear (including contacts)	100% of amount not covered by Eye Care Insurance up to a maximum of \$200.00.

B. The Sheriff shall have the right to examine any item damaged, and may deny reimbursement for the item for just cause. Employees agree to cooperate fully with the Employer in any efforts made to obtain reimbursement from the party originally responsible for any damage to an employee's personal property.

Section 5. In lieu of receiving cash payment for uniform allowance as set forth in Section 2 above, bargaining unit employees may elect to receive the uniform allowance in the amount listed in Section 2 on a purchase requisition (voucher) system. Employees shall make the election no later than March 15th of each year. The purchase requisition system shall be pursuant to the Employer's rules, regulations and procedures for the purpose of purchasing and maintaining uniforms.

The parties shall meet to discuss and agree upon appropriate items to be included in the purchase requisition/voucher system.

ARTICLE 34
VACATION LEAVE

Section 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 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 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 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 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 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 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 8. Unless an extension is granted by the Sheriff in the Sheriff's sole discretion, upon application by an employee for good cause shown, an employee shall forfeit his right to take or to be paid for any vacation leave to the employee's credit which is in excess of the accrual of ~~two (2)~~ **three (3)** 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 9. Days specified as holidays in Article 30 herein shall not be charged to an employee's vacation leave.

Section 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 three (3) years immediately preceding the last anniversary date of employment.

Section 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 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 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 1st of each year and shall be notified of such approval or disapproval by November 15th.

Amount of Vacation per Year

Maximum Cash Payment

120 hours

40 hours

160 hours

80 hours

200 hours

120 hours

Section 14. It is the intent of the parties that the terms and conditions of this article specifically preempt and prevail over the statutory rights as set forth in Revised Code sections 9.44 and 325.19.

ARTICLE 35
MEAL PERIODS

Section 1. Each employee of the Employer shall be entitled, during their normal work shift, to a thirty (30) minute meal period.

Section 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 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 advancement 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 will generally not be available for injuries which occur while coming to or from work.
- D. OIL is not available for injuries that occur while in the employ of another person or entity.

Section 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 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 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 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 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 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 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 1. The Employer agrees to continue to provide each employee with a fifty thousand (\$50,000) life insurance policy.

ARTICLE 38
RANK DIFFERENTIAL

Section 1. The rank differential for corporals shall be eight percent (8%) (calculated from the highest existing deputy rate) for the life of this agreement. The rank differential for a newly promoted corporal shall be six percent (6%) for the first twelve (12) months in the rank of corporal (calculated from the highest existing deputy rate). 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%) for the first six (6) months in the rank of sergeant (calculated from the highest existing deputy rate).

Section 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%) for the first six (6) months in the rank of lieutenant (calculated from the highest existing sergeant rate).

ARTICLE 39
COURT LEAVE

Section 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 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 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 4. It is the intent of the parties that the terms and conditions of this article specifically preempt and prevail over the statutory rights as set forth in Ohio Administrative Code section 123: 1-34-03.

ARTICLE 40
SUBSTANCE ABUSE TESTING

Section 1. Drug testing may be conducted, based upon reasonable suspicion, upon return to duty, on a follow-up basis, and randomly, as set forth in this article. Only the Sheriff, or in his absence a Captain, shall order employees to submit to random drug testing. A Captain or Lieutenant may order reasonable suspicion drug testing when the Sheriff is unavailable.

Section 2. All drug tests shall be conducted by a SAMSA certified laboratory and must be experienced and capable of quality control, documentation, chain of custody, technical expertise, and demonstrable proficiency in urinalysis testing. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody and control and split sample collection and testing.

Section 3. 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 4.

- A. 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.
- B. In the event the confirmatory test confirms the results of the first test, the Employer will proceed with sanctions as set forth in this article.
- C. 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).

Section 5. If the above drug testing produces a positive result, the employee will be subject to disciplinary action, up to and including termination.

Section 6. 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, the employee will be returned to his former position.

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

Section 7. If an employee refuses to cooperate with the testing procedure, adulterates his sample, or attempts to adulterate his sample, the employee will be subject to disciplinary action, up to and including termination.

Section 8. 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 9. 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 10. 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.

Section 11. Elevated Testing & Prescription Medications. Drug testing levels are applicable to all testing situations, except for those where an employee has been taking legally prescribed medications/narcotics and conforming to the prescribed dosage regimen. Any employee who tests above the NIDA established levels in these substance groups as a result of a legally prescribed medication/narcotic shall not be considered to have tested positive under this policy if the level reflects the dosage regimen. However, where the level is above the NIDA level and inconsistent with the dosage schedule, the employee shall be subject to discipline as a positive test.

ARTICLE 41 **PHYSICAL ABILITIES TESTING**

Section 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 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 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 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 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 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 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 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 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 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 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 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 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 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 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 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 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 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 42
DURATION OF AGREEMENT

Section 1. This agreement shall be effective as of November 1, 2017, and shall remain in full force and effect until October 31, 2020.

Section 2. 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. Notice to modify or terminate this agreement shall comply with O.A.C. 4117-1-02. 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.

Section 3. 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.

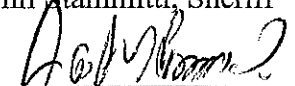
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and signed by their duly authorized representatives this 9th day of ~~April~~ April 2018.

FOR THE LORAIN COUNTY SHERIFF



Phil Stammitti, Sheriff

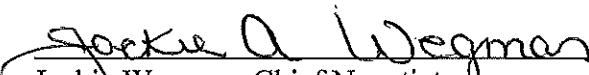


Jack Hammond, Captain

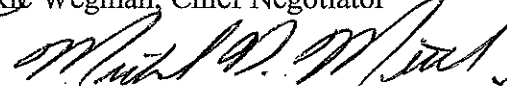


Robin L. Bell, Negotiator

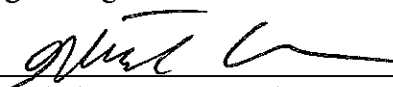
FOR THE FRATERNAL ORDER OF POLICE/OHIO LABOR COUNCIL



Jackie Wegman, Chief Negotiator



Negotiating Team Member



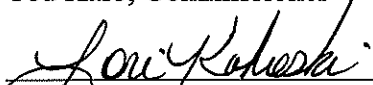
Negotiating Team Member

Negotiating Team Member

LORAIN COUNTY COMMISSIONERS



Ted Kalo, Commissioner

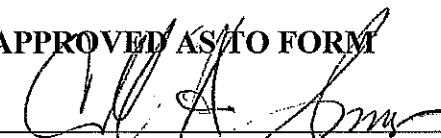


Lori Kokoski, Commissioner



Matt Lundy, Commissioner

APPROVED AS TO FORM



Gerald Innes, Assistant Co. Prosecutor

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 sums in such amount as may be certified to the County 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
GRIEVANCE REPORT FORM

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. (____) _____

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

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 _____

APPENDIX E
Abuse Of Sick Leave/Absence Abuse

This memorandum of understanding by and between the Lorain County Sheriff, hereinafter referred to as the “Employer,” and the Fraternal Order of Police/Ohio Labor Council (Promoted Corrections Unit), hereinafter referred to as the “Union,” agree to the following:

It is important that each employee demonstrate regular and predictable attendance. Therefore, the following policy concerning absence and sick leave abuse will take effect September 1, 2003.

ABUSE OF SICK LEAVE/ABSENCE ABUSE

Employees shall not abuse, excessively use, or show a pattern of sick leave usage or leave without pay usage. Abuse may include, but is not limited to:

1. Consistent usage of sick leave and/or leave without pay in conjunction with scheduled time off of any type;
2. Consistent usage of sick leave as it is earned, resulting in an extremely low balance of sick leave as compared to time in service;
3. Consistent usage of sick leave and/or leave without pay for periods of one (1) work day or less;
4. Consistent usage of sick leave for non-specific illness (e.g., headache, backache, upset stomach, flu, etc.);
5. The employee is absent more than twenty-four (24) hours in any four (4) month period. Death in the immediate family; hospitalization, institutionalization, illness, or examination/treatment of the employee or immediate family member; or utilization of sick leave for other approved family and medical leave purposes, as verified by a licensed medical practitioner's statement shall not be counted toward the twenty-four (24) hour benchmark. The Employer may require a second medical opinion where deemed appropriate.

When utilizing sick leave or requesting unpaid leave, it is the responsibility of the employee to request that the leave be charged against family and medical leave, and/or to provide sufficient and necessary information and documentation to the Employer so that the leave (family and medical leave) may properly be charged.

When assessing an employee’s attendance record, “consistent” usage as used within this policy, is limited to the Employer’s review of the employee’s attendance record within the past eighteen (18) months.

APPENDIX E
Abuse Of Sick Leave/Absence Abuse (Continued)

Employees will be notified of potential attendance problems under this policy in August of 2003. This initial notification will not count as a disciplinary action. Disciplinary action(s) will be taken if there is an abuse of sick leave and/or leave without pay.

Progressive discipline for reasons of sick leave abuse/absence abuse will normally occur as follows:

- | | |
|-------------------|--|
| 1. First Offense | Instruction and Cautioning with documentation entered into personnel file. |
| 2. Second Offense | Written reprimand. |
| 3. Third Offense | Three (3) work day suspension |
| 4. Fourth Offense | Ten (10) working day suspension |
| 5. Fifth Offense | Twenty (20) working day suspension |
| 6. Sixth Offense | Termination |

Records of any instruction and cautioning and written reprimands shall remain in full force and effect for eighteen (18) months provided there has been no further disciplinary action for sick leave / absence abuse. Once an employee has received a three (3) day suspension or higher level of discipline for sick leave / absence abuse, all records of lower level disciplinary action for sick leave / absence abuse shall remain in full force and effect for subsequent disciplinary action until two (2) years have passed without any further disciplinary action for sick leave / absence abuse.

The Employer may, in its sole discretion, determine on a case-by-case basis that the disciplinary procedure will not be applied at the level indicated. The Employer may, at its discretion repeat one (1) or more of the levels of discipline. Such application and exercise of discretion is not grievable and shall not be construed as establishing any precedent or past practice.

LETTER OF UNDERSTANDING

Meal Period

The Employer agrees to provide an uninterrupted one-half (1/2) hour meal period each work day. Should this lunch period be interrupted for any reason, the employee shall receive compensation for the period during which he performs work for the Employer.

LETTER OF UNDERSTANDING

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.

LETTER OF UNDERSTANDING

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 UNDERSTANDING

Injury Leave

The parties agree to continue to discuss changes to the Injury Leave article of the agreement between the parties during the life of the agreement.

Changes to this article shall only be made by mutual agreement.

LETTER OF UNDERSTANDING
Overtime Scheduling Procedures

The Employer agrees to meet with representatives of the bargaining unit to establish a procedure for the selection of overtime scheduling based on bargaining unit seniority; the procedure must be mutually agreed upon by the parties. The Employer further agrees that this issue shall be concluded and the newly established procedure shall be in effect within one hundred twenty (120) calendar days from the date of the signing of the agreement.

LETTER OF UNDERSTANDING
Abuse of Sick Leave Discipline

An employee may request in writing that written warnings and reprimands issued pursuant to the Abuse of Sick Leave policy cease having force and effect twelve (12) months after their effective date, and records of discipline of other kind issued pursuant to the Abuse of Sick Leave policy cease having force and effect eighteen (18) months after their effective date. This request shall be made to the Sheriff or his designee and shall be based upon demonstration by the employee that the employee has taken steps to improve his job performance. The employee shall not be eligible where there is intervening disciplinary action taken or pending during the effective period of the discipline. The determination as to whether the employee's request will be granted is within the discretion of the Sheriff or his designee, and shall not be appealable through the grievance process.

LETTER OF UNDERSTANDING
Certified Peace Officers School

The parties agree that a Lieutenant may request to attend a Certified Peace Officer school. Upon approval of the Employer, the following will apply:

1. The Employer will pay for the tuition and related costs for attendance at the school.
2. The Employer and the Union will agree that the schedule may be adjusted to permit the employee to attend school on off-duty time.
3. The Employer and the Union agree that attendance at the school is for the betterment of the employee and is not a requirement for the position held by the lieutenant. Therefore, the Employer is under no obligation to pay the employee wages for the time spent at school or for any activities related to school.
4. The employee will be required to repay all expenses paid by the Employer if the employee voluntarily leaves employment with the Sheriff's Office within two (2) years of attendance at the Certified Peace Officer School.
5. In order to participate in this program, the employee will be required to execute an agreement agreeing to the matters herein.

LETTER OF UNDERSTANDING
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.

MEMORANDUM OF UNDERSTANDING
Spousal Coverage/Spousal Surcharge

In the event the Board of Commissioners determines that a spousal carve out/spousal surcharge is appropriate, such term/condition shall not be effective until on or after January 1, 2019. At the discretion of the Board of Commissioners, spousal coverage may be made available only upon proof that the employee's spouse does not have other medical insurance coverage available to him/her through the spouse's employer. Additionally, in lieu of imposing a spousal carve out, the Board of Commissioners may establish a spousal surcharge rate (applied in addition to the base contribution share for family coverage) that would allow for a spouse who would otherwise be ineligible for coverage based on having access to insurance through the spouse's employer to remain on the plan by paying the separate spousal surcharge, in addition to the base contribution share. The spousal surcharge is not subject to the premium cost sharing provisions of Article 27 and is paid entirely by the participating employee.

MEMORANDUM OF UNDERSTANDING
Wage Settlement

Section 1. The Lorain County Sheriff and the Fraternal Order of Police/ Ohio Labor Council on behalf of the Promoted Corrections Bargaining Unit hereby agree to the following Memorandum of Understanding for the purpose of reaching a wage settlement prior to the settlement of the negotiations with the LCDA bargaining unit. This letter of understanding shall cease to have effect upon expiration the 2017-2020 agreement between the parties or upon the effective date of any final wage increase in the contract between the Lorain County Sheriff and the LCDA that would result in an increase in wages to members of this bargaining based only upon the rank differential contained in Article 38.

Section 2. Effective the first full pay after November 1, 2017, all members of the bargaining unit shall receive a two and three tenths percent (2.3%) pay increase to their hourly rate of pay based upon the rank differentials in Article 38 calculated from the highest existing deputy rate in the LCDA contract expired October 31, 2016. Said rates of pay, which would be considered the effective rate of pay for 2017, shall be:

New Corporal	\$31.27
Corporal	\$31.86
New Sergeant	\$32.45
Sergeant	\$34.22
New Lieutenant	\$37.65
Lieutenant	\$39.70

Section 3. Effective the first full pay after January 1 2018, all members of the bargaining unit shall receive a one and seven tenths percent (1.7%) pay increase to their hourly rate of pay based upon the above 2017 rate of pay under this MOU. Said rates of pay shall be:

New Corporal	\$31.80
Corporal	\$32.40
New Sergeant	\$33.01
Sergeant	\$34.81
New Lieutenant	\$38.29
Lieutenant	\$40.37

Section 4. Effective January 1, 2019, all members of the bargaining unit shall receive a two percent (2.0%) pay increase to their hourly rate of pay based upon the 2018 rate of pay under this MOU. Said rates of pay shall be:

New Corporal	\$32.44
Corporal	\$33.05
New Sergeant	\$33.67
Sergeant	\$35.50
New Lieutenant	\$39.06
Lieutenant	\$41.18

Section 5. Members of the bargaining unit shall receive a lump sum payment equivalent to any retroactive amounts due pursuant to Sections 2 and 3 above, and a separate MOU may be executed by the parties to indicate the amounts being paid.

Section 6. Should any final wage increase in the contract with the LCDA result in higher wages pursuant to the rank differential, members of this bargaining unit will receive a lump sum payment equivalent to the difference in pay rates retroactive to the date the pay increase for the LCDA becomes effective.