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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

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

**AND THE**



**ERIE COUNTY SHERIFF**

**DEPUTY SHERIFF SERGEANTS  
&  
DEPUTY SHERIFF LIEUTENANTS**

**January 1, 2018 - December 31, 2020**

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## **PREAMBLE**

This Agreement, entered into by the Erie County Sheriff, hereinafter referred to as the "Employer", and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "Labor Council" or "Union" and members of the bargaining units, hereinafter referred to as "employees", has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; to set forth the Agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining units as defined herein; and to provide a peaceful procedure for the resolution of differences in accordance with the grievance procedure contained herein.

## **ARTICLE 1 UNION RECOGNITION**

1.01. The Employer recognizes the Union as the sole and exclusive representative for the purpose of negotiating wages, hours, terms and other conditions of employment for the employees of the Employer ~~in~~ the bargaining units. Wherever used in this Agreement, "bargaining units" shall be deemed to include those individuals employed full time by the Employer in the classifications as designated in Appendix A

1.02. All current positions and classifications not specifically established as in Appendix A as being included in the bargaining unit shall be deemed excluded from the bargaining units.

1.03. During the life of the Agreement, should the Employer create new position classifications in the department, it shall meet with the Union in order to attempt to reach agreement as to the position(s) inclusion in or exclusion from the bargaining unit. Should the parties fail to reach agreement within thirty (30) days from the creation of said position(s), either may petition SERB to rule on the matter. SERB's determination shall be final and binding on all parties.

1.04. The parties recognize that this agreement covers the terms and conditions of the classifications of non-ranked Deputy Sheriffs. This agreement shall not be interpreted to grant rights in any other collectively bargained agreement not covering such classifications.

## **ARTICLE 2 MANAGEMENT RIGHTS**

2.01. Except as may be specifically limited within this Agreement, the Employer retains the right and responsibility to:

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy, such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employee;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the employer as a unit of government;

- H. Effectively manage the work force; and,
- I. Take actions to carry out the mission of the public employer as a governmental unit.

2.02. The Union recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified herein and as provided by law shall remain the function of the Employer.

2.03. The Union waives the right to bargain the decision of the Employer in accordance with 2.03 of this Article, but, specifically retains the right to bargain the effect of any such decision.

### **ARTICLE 3 STEWARDS, REPRESENTATIVES, BARGAINING TEAM**

3.01. The Employer will recognize one (1) employee of each of the bargaining units to act as Labor Council; Associate, and one (1) alternate representative to act in the absence of the Labor Council Associate. No employees shall be recognized by the Employer until the Labor Council has presented written notice of an employee's selection. Except as otherwise provided in this Article, two (2) representative of the bargaining unit may attend meetings with management while on duty, without loss of pay or benefits, should the meeting coincide with the representative's assigned duty hours. Employees and representatives shall not be compensated for attendance at meetings during non-duty hours.

3.02. The investigation and writing of grievances shall if at all possible, be conducted during non-duty hours. If grievance hearings are scheduled during the employees' or representative's regular duty hours, the employees and/or representative shall not suffer any loss of pay or benefits.

3.03. One (1) non-employee Union staff representative will be recognized by the Employer and admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein.

3.04. Rules governing the activity of Union staff representatives are as follows:

- A. The Union agrees that no official of the Union, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent specifically authorized in this Agreement; and,
- B. The Labor Council Associate, or his alternate, shall not leave his assigned work area to conduct Union business until he has been released by his immediate supervisor.

3.05. The Employer shall make reasonable provisions for authorizing vacation or other paid leave for Labor Council representatives to attend Union or F.O.P. functions.

### **ARTICLE 4 DISCIPLINE**

4.01. No employees, except newly hired probationary employees, shall be reprimanded, reduced in pay or classification (position), suspended, discharged or removed or otherwise disciplined, except for just cause. The Employer may take disciplinary action based on a employees' acts of incompetency, inefficiency, dishonesty, being under the influence of alcohol or controlled substances while on duty or available for duty, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, failure of good behavior or any other acts of malfeasance, misfeasance or nonfeasance.

4.02. Except in instances where an employee is found guilty of gross misconduct, discipline will be applied in a corrective, progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

4.03. Whenever the Employer and/or his designee determines that there may be cause for an employee to be disciplined (suspend-ed, reduced, or discharged), a pre-disciplinary conference will be scheduled to give the employee the opportunity to offer an explanation of the alleged misconduct.

4.04. Prior to the scheduled time of the conference the employee may waive the right to the conference. An employee who waives the right to the conference may not grieve the imposition of discipline in the matter for which the conference was scheduled, unless such written waiver is presented to the Employer at least twenty-four (24) hours in advance of the hearing.

4.05. Following the imposition of discipline, any employee receiving an order of reduction, suspension or dismissal may appeal such order by the grievance procedure, Article 5.

4.06. The parties agree that all disciplinary procedures shall be carried out in private and in a business-like manner.

4.07. Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters eighteen (18) months, after their effective date, providing that there are no intervening disciplinary actions.

## **ARTICLE 5 GRIEVANCE PROCEDURE**

5.01. The grievance procedure is intended to provide a system for fair, expeditious and orderly adjustment of disputes between bargaining unit employees and the employer. The term "grievance" shall mean an allegation by a bargaining unit employee or a representative of management that there has been a breach, misinterpretation or improper application of the Agreement. All matters contained in this contract are proper subjects for the grievance process.

5.02. An employee shall have the right to present grievances and have them adjusted without the intervention of the Union or its representatives as long as the adjustment is not inconsistent with the terms of this agreement. The Union must be notified of all grievances which are filed and the scheduling of any grievance meetings. A grievance may be brought by one (1) or more employees of the unit, who are similarly affected by a condition or incident. In the event there are multiple grievants, one employee shall be selected to process the grievance, however, all employees who wish to be considered as grievants shall sign the grievance form. A grievance that affects all employees, or all employees is one submitted at the appropriate step.

5.03.

**Step 1.** The action which caused the alleged grievance must be identified and submitted in writing to the Chief Deputy and the Union within fifteen (15) days of the event that gave rise to the grievance. The grievant and his department head, and a Union Representative, if the grievant so desires, shall discuss the issue and the supervisor shall have seven (7) days to make any investigation necessary and respond to the grievant.

**Step 2.** If the grievance is not settled at Step 1 the grievant shall have seven (7) days to refer the grievance to the Sheriff. The Sheriff will, within five (5) days, schedule a meeting with the grievant, the Union Representative and any other concerned party. The Sheriff has seven (7) days to respond following the meeting.

**Step 3. Arbitration.** If the grievance remains unresolved the Union may, within fourteen (14) days appeal to arbitration by serving notice of the intent to arbitrate with the Employer. Within ten (10) days of the receipt of the notice of the intent to file a grievance the Employer and the Union shall by joint letter solicit a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). Upon receipt of the list of arbitrators of the Union and the Employer shall each strike three (3) names. The first strike shall be made by the party requesting arbitration. The arbitration hearing shall be scheduled as soon as possible based on the availability of the arbitrator and the wishes of the party. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS.

The arbitrator shall not have the authority to add to, subtract from, change or alter the provisions of this Agreement. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing. The arbitrator will have the authority to decide whether the dispute is arbitrable.

The arbitrator shall reduce his decision to writing and state the reason(s) for the decision. All decisions of the arbitrator are final and binding.

5.04. All fees for witnesses shall be borne by the side which called the witness. Fees of a court reporter shall be borne by the party(s) which requested the reporter. All other costs shall be borne equally.

5.05. All grievances must contain the following information and must be filed using a form mutually agreeable to the parties:

- A. The employee's name and signature;
- B. The grievant's classification;
- C. Date grievance was first discussed and the name of the supervisor with whom the grievance was first discussed;
- D. Date the grievance was filed in writing;
- E. Date, time and location where the grievance occurred;
- F. A description of the incident giving rise to the grievance;
- G. Specific articles of the agreement violated; and,
- H. Desired remedy.

5.06. For purposes of this Agreement, days shall be calendar days excluding Saturdays, Sundays or holidays. Failure of the Employer to act within the time limits shall be cause for the employee(s) to submit the grievance to the next higher step. Failure of the employee to act within the time limits shall be cause to consider the grievance null and void and/or settled. Time limits, as outlined in this Article, may be waived by mutual written agreement. A grievance can be withdrawn at any time prior to the arbitration hearing. Copies of all written documents shall be forwarded to the Union Associate and the Sheriff. The Labor Council Associate shall, if the grievant desires, be present at any interviews the Employer has with the grievant to discuss the grievance. Verbal and written reprimands can only be grieved to the second step in the grievance procedure.

## **ARTICLE 6 WORK RULES**

6.01. The Union recognizes the right of the Employer to promulgate written departmental rules and regulations, policies and procedures, which regulate the personal conduct of employees where a rational basis exists for restriction and where the regulated conduct has an adverse effect on the Department or the employee's ability to

effectively perform his duties, and which regulate the methods, processes or means and establish standards by which the employee carries out the Employer's services and programs.

6.02. Except in an emergency, as determined by the Employer, at least seven (7) days advance notice of the implementation of a new, revised or deleted divisional work rule, regulation, policy or procedure which affects all employees of the division within the bargaining units shall be given. The Employer shall post notice and/or a copy of the such new, revised or deleted work rule, etc., and forward a copy to the labor council coordinator of the bargaining units and generally distribute same to employees.

6.03. Except in an emergency, the Employer or his representative shall not give verbal orders or directive countermanding written work rules, regulations, policies and procedures.

6.04. Disciplinary action for violation of written work rules, regulations, policies and procedures shall be pursuant to the disciplinary procedures contained in this Agreement.

## **ARTICLE 7 PROBATION AND PROBATIONARY PERIODS**

7.01. Every newly hired employee, including rehired employees, shall be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer, and shall continue for a period of three hundred and sixty-five (365) calendar days. A newly hired probationary employee may be terminated any time during his probationary period and shall have no appeal over such removal.

7.02. Every promoted employee shall be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and shall continue for a period of one hundred eighty (180) calendar days. A newly promoted employee may be returned to his former position any time in the first half of his probationary period provided that the Employer has established just cause for such action. An employee who evidences unsatisfactory performance may be returned to his former position at any time during the second half of his probationary period, and may grieve such return only to the third step of the grievance procedure. Nothing herein shall be construed to preclude the Employer from terminating or otherwise disciplining such an employee under appropriate circumstances.

7.03. The Employer or his designee shall conduct at least two (2) performance evaluations prior to the end of each employee's promotional probationary period to measure the employee's fitness to continue in the position. The first such evaluation shall be conducted in the first half of said employee's probationary period. Should said employee continue in the position after the initial ninety (90) day period, he shall receive an additional evaluation prior to the completion of his probationary period. The employee shall be made aware of his first evaluation with quality and quantity of performance emphasized.

7.04. The probationary period of a newly hired or promoted employee may be adjusted upward to reflect the effects of authorized leaves of absence or other approved breaks in service, or time for peace officer certification training.

7.05. A newly hired probationary employee shall not have seniority. However, upon the employee's successful completion of his probationary period he shall acquire seniority, retroactive to his date of hire or promotion, less any adjustments allowed under the provisions of sections of this Article. A newly promoted employee shall not

have rank seniority until successful completion of his probationary period at which time said seniority shall be retroactive to his date of promotion, less any adjustments allowed under the provisions of this Article.

7.06. Promotional probationary employees shall not be eligible for promotion to any other position until they have completed their probationary period.

## **ARTICLE 8 VACANCIES**

8.01. When the Employer has determined that a vacancy within the bargaining unit exists for a full-time entry level position vacancy announcement shall be posted for five (5) consecutive working days. Any employee on approved leave shall have an additional five (5) days to apply for the vacancy. The vacancy announcement shall contain:

- A. The job classification title;
- B. The desired qualifications for the job;
- C. The rate of pay for the classification;
- D. The division work unit; and,
- E. A brief description of the duties to be performed.

8.02. Qualified applicants for the vacant position will be considered based upon the following criteria:

- A. Work Experience;
- B. Education:
  - 1. related course work
  - 2. related training
  - 3. other course work;
- C. Additional skills and abilities;
- D. Interview of applicants;
- E. Job performance;
- F. Recommendations and personal references, only to the extent that they relate to the qualification and character of a non-unit employee, and shall not be accepted from or on behalf of a unit employee; and,
- G. Seniority.

8.03. All these criteria will be considered to be of equal importance. Each applicant will be considered using the criteria to determine which applicant is best qualified to perform the job duties of the position set forth in the posted position and as determined by the Employer. If two (2) or more applicants are considered substantially equal, then the position shall be awarded to the applicant with the greatest seniority.

8.04. All applicants who have completed the application form will be evaluated, provided they meet the qualifications. The qualified applicants, as determined by the Employer, will be interviewed within fourteen (14) days after the posting is completed.

8.05. The Employer will not consider any applications filed after the fifth (5th) working day of the posting, including the day of the posting. Employees interested in applying for the posted position may do so by filling out an Employee's Application for Vacant Position Form, which is obtainable from the Personnel Department.

8.06. All newly hired employees will be required to satisfactorily complete the required probationary period.

8.07. The final decision will be announced by the Employer, only after all qualified applicants who have been interviewed have been informed of their status.

## **ARTICLE 9 PROMOTIONS**

9.01. All non-entry level positions, which are defined as Sergeant and Lieutenant positions, will be filled in accordance with this article.

9.02. It is the policy of the Employer to fill all promotions, which are defined as Lieutenant from within the bargaining unit. Whenever a promotion occurs, consideration will first be given to those employees who have continued to demonstrate satisfactory performance in a lower rank. The Employer may consider applicants outside the bargaining unit but already employed by the Sheriff's Office in the absence of qualified applicants in the bargaining unit. Qualified applicants for the position will be considered based upon the following criteria:

- A. Work Experience:
  - 1. Time spent in a lower grade will be considered desirable work experience;
- B. Education:
  - 1. Related course work;
  - 2. Related training; and,
  - 3. Other course work;
- C. Additional skills and abilities;
- D. Interview of applicants;
- E. Job performance;
- F. Recommendations and personal references, only to the extent that they relate to the qualification and character of a non-unit employee, and shall not be accepted from or on behalf of an unit Employee; and,
- G. Seniority

9.03 All these criteria will be considered to be of equal importance. Each applicant will be considered using the criteria to determine which applicant is best qualified to perform the job duties of the position set forth in the posted position and as determined by the Employer. If two (2) or more applicants are considered substantially equal, then the position shall be awarded to the applicant with the greatest seniority.

9.04. All applicants will be evaluated, provided they meet the qualifications. The qualified applicants as determined by the Employer will be interviewed by the Employer and/or his designee(s) within fourteen (14) days after the posting is completed.

9.05. Employees interested in applying for the posted position shall notify the Employer or his designee in writing.

9.06. All promoted employees will be required to satisfactorily complete a six (6) month probationary period. If an employee is promoted to a higher job classification and fails to perform properly, he shall be returned to his former classification provided that such improper performance is not a basis for the employee's termination from employment.

9.07. The employee who accepts a promotion shall be paid not less than his old rate as the result of such promotion, but shall be transferred into the new position at a salary at least equal to that which he previously held.

9.08. The final decision will be announced by the Employer, only after all qualified applicants who have been interviewed have been informed of their status.

9.09. The probationary period may be adjusted upward to reflect the effects of authorized leaves of absence or other approved breaks in service.

## **ARTICLE 10 SENIORITY**

10.01. For purpose of this agreement, a bargaining unit employee's departmental seniority shall be determined by the latest date of full-time employment as an employee of the Erie County Sheriff's Office.

10.02. An employee's seniority shall end and he shall lose re-employment rights except as otherwise stated in this Agreement when:

- A. He voluntarily quits;
- B. He is terminated;
- C. He does not return within five (5) days from the receipt of a notice of recall;
- D. He is on layoff in excess of twenty-four (24) months;
- E. He retires after attaining eligibility to receive benefits as a result of years of service and years of age; and,
- F. If the Employer appoints a person from the bargaining unit(s) to a fiduciary position, he will not lose seniority rights for sixty (60) days, if the individual returns to the unit. One such transfer is permissible per person.

10.03. **Rank Seniority.** An employee's seniority in rank shall be determined by the latest date of appointment to his rank. In the event of a layoff and subsequent displacement to a lower rank, a employee's rank seniority shall continue to accrue as though no displacement had occurred until such time as the employee's recall rights expire. Rank seniority is defined as time served within a rank.

## **ARTICLE 11 REDUCTION IN FORCE**

11.01. The Union recognizes the right of the Employer to lay off an employee(s) when the Employer determines a reduction in force is necessary due to lack of funds, lack of work or the abolishment of positions. A lack of funds means an appointing authority has a current or projected deficiency of funding to maintain current, or to sustain projected levels of staffing and operations. A lack of work means an appointing authority has a current or projected temporary decrease in the workload expected to last less than one year, which requires a reduction of current or projected staffing levels. Abolishment means the permanent deletion of a position(s) from the organization of structure of the appointing authority due to the lack of continued need for the position as a result of a re-organization for the efficient operation of the appointing authority.

11.02. The Employer, having determined a reduction in force is necessary due to the aforementioned reasons, shall notify the Union prior to notifying Employees of an impending layoff.

11.03. The Employer shall determine the classification(s) in which a layoff shall occur and the number of employees to be laid off within each classification. Non-full- time employees shall be laid off prior to any full-time employees. Probationary employees will be laid off prior to full time non-probationary employees.

11.04. A laid off employee shall have the right to displace an employee with less rank seniority or an employee with less departmental seniority in a lower or equivalent rank, provided such employee is qualified/certified to perform the work. The laid off employee may not displace an employee in a rank if the employee does not meet the minimum qualifications of the rank. 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.

11.05. Each employee to be laid off shall be given advance written notice by the Employer. Such written notice shall be mailed by certified mail to the employee's last known address on file with the Employer. Such notice shall be mailed at least seven (7) calendar days before the effective date of the layoff or layoff due to displacement. The day the letter is mailed shall be the first (1st) day of the seven (7) day period. Each notice of layoff or displacement shall contain the following information:

- A. The reason for layoff or displacement;
- B. The effective date of the layoff or displacement;
- C. The employee's accumulated rank and departmental seniority;
- D. The right of the employee to grieve the effects of a layoff or displacement;
- E. A statement advising the employee that he may have the right to displace another employee and that the employee must exercise his displacement rights within five (5) days of the date he is notified that he is displaced or is notified of layoff;
- F. A statement advising the employee of the right to reinstate or re-employment;
- G. A statement that the employee is responsible for maintaining a current address with his appointing authority; and,
- H. A statement that the employee may have the option to convert accrued unused leave, if such opportunity to convert leave exists.

11.06. 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, excepting a reduction in force resulting from the abolishment of position(s), immediately prior to or simultaneously with a recall, a employee who has displaced to a lower rank shall be reinstated to his former rank. Further, no new employee or other employee shall be hired or promoted to a rank from which a employee has been laid off or from which he has displaced to a lower rank, or shall a new employee be hired into a higher rank unless no current employee is qualified for promotion to the higher rank.

11.07. In the case of a recall, the Employer shall provide notice of recall by certified mail, return receipt requested, sent to the last known address of record for the employee. Such notice shall include the date and time for the employee to return to work, which shall not be less than five (5) days after the notice is received. If the employee does not report for work at such time, or does not take receipt of the recall letter within five (5) days or make other arrangements with the Employer, the employee shall not retain further rights to recall. It is the responsibility of each employee to keep the Employer informed of his current address.

11.08. Employees shall retain recall rights, except as otherwise provided herein, for a period of twenty-four (24) months from the date of the layoff. An employee shall not accrue seniority during a period of layoff. Should an employee be on layoff in excess of twenty-four (24) consecutive months, he must re-certify to State specifications in order to remain eligible for recall. The Employer will pay the cost of any employee who must be re-certified upon recall.

11.09. An employee may grieve the effects of a layoff or a displacement commencing at Step 2 (Sheriff) of the grievance Procedure contained in this Agreement.

11.10. An employee who voluntarily resigns from the Department may, with the approval of the employer, be reinstated within one (1) calendar year from the date of his separation to his former position if the position is vacant. If the position is not vacant, then the employee may be reinstated to a similar position providing the employee is qualified to perform the duties of the position.

11.11 This article shall not be triggered if an arbitrator returns a terminated employee to work. The employee last hired shall be released automatically when the terminated employee returns to work in the effected classification.

## **ARTICLE 12 MILITARY LEAVE**

12.01. Permanent employees who are members of the Ohio organized militia, or members of other reserve components of the armed forces of the United States, including the Ohio national guard, are entitled to leave of absence from their respective positions without loss of pay for the time they are performing service in the uniformed services for periods of up to one month, for each calendar year in which they are performing service in the uniformed services.

12.02. The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. The Employer, upon written verification of military leave pay, will pay the employee his regular rate of pay for no longer than thirty-one (31) days in any calendar year. There is no requirement that the service be in one continuous period of time. The maximum number of hours for which payments may be made in any one calendar year under this provision is two hundred and forty-eight (248) hours.

12.03. Employees who have worked for the employer long enough to complete their probationary period will be granted a leave of absence without pay to be inducted or to otherwise enter military service.

12.04. 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 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 make a written waiver of all rights to the position.

12.05. 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.

12.06. Employees who are employees 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.

12.07. 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 one (1) year. The following procedures apply:

- A. Reinstatement must be accomplished within thirty (30) days after application is received by the Employer;
- B. A photostatic copy of the discharge or certificate of service must accompany all requests for reinstatement or reappointment;
- C. The veteran must be physically qualified to perform the 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 line status and pay compatible with his physical condition; and,
- D. The 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 has 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 be accumulated during the time spent on military leave;
  - 3. Automatic salary adjustments; and,
  - 4. Any changes in classification or pay range which would have been accrued to the position if the employee had been on the job.

### **ARTICLE 13 JURY DUTY/CIVIL LEAVE**

13.01. Any full time bargaining unit employee who is summoned for jury duty shall be granted jury duty leave with full pay. An employee shall provide the Employer with a copy of the Jury Duty Summons when requesting such leave. Leaves granted by the Employer under the provisions of this Article shall commence on the date of appearance noted on such a summons. Employees granted such leave shall notify the Employer immediately upon completion of their jury duty obligation. Any compensation or reimbursement for jury duty shall be remitted by the employee to the Employer.

13.02. On occasion where an employee is released early from his jury duty obligation, such employee shall report to work in order to complete his assigned shift, provided that two (2) or more hours remain in such shift after he has been excused from jury duty for that day. In the event an employee's assigned shift does not correspond with the required jury duty appearance time, the Employer shall reassign such an employee to the shift that would correspond with such a jury duty appearance. Should such a reassignment occur, upon the termination of the employee's jury duty obligation he shall return to his regularly scheduled shift, at the discretion of the Employer.

13.03. If an employee is required to appear in a court of law for personal reasons he may elect to take either accrued but unused vacation leave, personal day leave, or leave without pay with the approval of the Employer. Whenever possible, an employee shall give at least one (1) week advance notice of the need for such a leave.

**ARTICLE 14  
VACATIONS**

14.01. Employees are entitled to vacation with pay after one year of continuous service with the employer. The amount of vacation leave to which an employee is entitled is based upon length of full-time service, as listed below. Upon the completion of the first year of continuous full-time service, an employee will receive eighty (80) hours of lump sum vacation credit. After that initial vacation accrual, employees will receive any additional vacation credit to which they are entitled annually on a bi-weekly basis rather than in a lump sum credit on their anniversary date.

<u>LENGTH OF SERVICE</u>	<u>VACATION</u>
Less than 1 full year	None
1 year but less than 6 years	80 hours
6 years but less than 12 years	120 hours
12 years but less than 18 years	160 hours
18 years but less than 25 years	200 hours
25 years or more	240 hours

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

<u>Annual Vacation Entitled To</u>	<u>Credit Per Pay Period</u>
80 hours	3.1 hours
120 hours	4.6 hours
160 hours	6.2 hours
200 hours	7.7 hours
240 hours	9.2 hours

14.02. No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he has completed one (1) year of employment with the Employer.

14.03. Vacations shall be taken in minimum increments of one-half (1/2) hour. Vacations are scheduled in accordance with the workload requirements of the individual divisions. Vacation requests made sixty (60) or more days before the requested vacation date will be awarded based upon seniority. Vacation requests made less than sixty (60) days prior to the requested vacation date will be granted on a first come, first served basis, and seniority will not apply. The Employer shall respond to such vacation requests in a timely and reasonable fashion and in accordance with Article 14.09 of the Bargaining Agreement. Adjustments to the schedule will be made based upon seniority, and in accordance with the workload requirements as determined by the Employer.

14.04 An employee wishing to change his scheduled vacation shall give the Employer as much advance notice as possible. All changes in the schedule shall be made on a "first come-first served" basis for those unscheduled and available weeks remaining. The Employer shall have the right to deny vacation requests if workload requirements so mandate.

14.05. Once the vacation has been approved by the Employer, alteration or cancellation of vacation days off by the Employer shall be based only on unforeseen emergency needs. In the event an approved vacation is canceled or altered by the Employer or his designee, the employee shall be indemnified by the Employer from loss of unrecoverable monetary deposits for reservations or tickets. The employee shall be required to present documentation supporting such claim.

14.06. Generally, an employee is requested to take his vacation leave between the year in which it was accrued and the next anniversary date of employment. However, an employee may elect to accumulate vacation from year to year to a maximum of two (2) years.

14.07. Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the accrual for two (2) years.

14.08. In the case of the death of a bargaining unit employee, the unused vacation leave to the credit of any such employee shall be paid to the surviving spouse or to his estate.

14.09. For vacation requests submitted less than sixty (60) days in advance under Article 14.03, the Employer shall approve or deny said request within five (5) business days, defined as Monday through Friday excluding Holidays. If a request remains unanswered after five (5) business days, it shall be deemed to have been approved and shall not be cancelled by the Employer except for a declared emergency as defined in Article 31.01 of the bargaining agreement.

## **ARTICLE 15 HOLIDAYS**

15.01. Employees shall be entitled to the following paid holidays:

New Year's Day	1st day of January
Martin Luther King Day	3rd Monday of January
President's Day	3rd Monday of February
Memorial Day	Last Monday of May
Independence Day	4th of July
Labor Day	1st Monday of September
Columbus Day	2nd Monday of October
Veteran's Day	11th day of November
Thanksgiving Day	4th Thursday of November
Friday after Thanksgiving	4th Friday of November
Christmas Day	25th day of December

15.02. An employee is entitled to holiday pay for holidays observed on his day off regardless of the day of the week on which they are observed.

15.03. Employees shall be paid for eight (8) hours at their straight time hourly rate for each of the holidays listed in 15.01 above when no work is performed on such holidays. Employees working on holidays will be paid one and one-half (1½) times their regular rate of pay for each hour worked in addition to eight (8) hours at their straight time hourly rate for each of the holidays listed in Section 15.01 above.

15.04. An employee on vacation or approved sick leave status on the specified holiday will be charged with eight (8) hours vacation or paid leave time and will be paid for the holiday in addition.

15.05. Holiday hours not worked will not be recorded or charged.

15.06. In order to be eligible for holiday pay the employee must be in pay status the last regularly scheduled shift immediately preceding the holiday and the first regularly scheduled shift immediately following the holi-

day unless the employee has an excused absence. For purposes of this section, excused absence shall be defined as funeral leave as provided in the Agreement, illness which is verified by a physician's certificate, approved vacation leave, and personal day as provided in this Agreement. The employee must be on the active payroll during the week in which the holiday falls.

15.07. Payment for all holidays outlined in §15.01 above shall be deferred until—and made annually to—an employee at his regular straight time hourly rate included in the paycheck that includes the Veterans Day holiday. An employee shall not be entitled to any interest which may accrue on such deferred holiday pay.

15.08 Bargaining unit members shall have the ability to take any/all holiday hours as time off in four (4) hour increments or eight (8) hour increments in lieu of a cash payout at year end. No overtime shall be authorized to cover holiday time off usage.

15.09. An employee who leaves employment with the Employer prior to December of each year other than for reasons outlined in 15.10 shall receive payment in a lump sum and in a separate check for all earned but deferred holiday pay which he has accrued as of the date of his separation. Such employee shall not be entitled to interest which may accrue on such deferred holiday pay.

15.10 An employee shall not be entitled to any holiday pay as provided in this Article during the period he is on an approved leave of absence, or during a period in which he is on layoff.

15.11 Holidays will be defined as starting with the day shift on the actual holiday and ending with the conclusion of the night shift that commences on the actual holiday.

## **ARTICLE 16 PERSONAL DAYS**

16.01. All employees covered by this Agreement shall be entitled to five (5) personal days off with pay in each calendar year. All employees must have successfully completed their probationary period to be eligible for the personal days. The Employer may decline the request for a personal day if the request generates mandatory overtime (or revoke previously approved requests).

16.02. Such personal days must be taken in either four (4) hour or eight (8) hour increments in the calendar year said personal days are earned. There shall be no carry-over of personal days from calendar year to calendar year.

16.03. An employee shall take said personal days at his choosing, with the following criteria:

- A. Request for personal day must be made to the Employer or his designee prior to the requested time off. The Employee shall submit to the Employer a written request for said personal day upon his return to work;
- B. Said day off shall not be in conflict with operations of the department;
- C. Sheriff or his designee shall give written approval of said request;

16.04. An employee who has requested a personal day off, but cannot be scheduled for such by December 31<sup>st</sup> of the year in which said day was earned, shall be paid for such day at the applicable rate of pay.

16.05. Should an employee not attempt to schedule his personal days off by December 31<sup>st</sup> of the year in which said days were earned, he shall forfeit said personal days and not be entitled to compensation for such days.

## **ARTICLE 17 SICK LEAVE**

17.01. **Crediting of Sick Leave.** Sick leave credit shall be earned at the rate of 4.6 hours for each bi-weekly pay period in active pay status, including paid vacation, and sick leave, but not during a leave of absence or layoff. Unused sick leave shall accumulate without limit.

17.02. **Expiration of Sick Leave.** 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, at the discretion of the Employer.

17.03. **Charging of Sick Leave.** Sick leave shall be charged for actual time absent. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earning.

17.04. **Uses of Sick Leave.** Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:

- A. Illness or injury of the employee or a member of the employee's immediate family where the employee's presence is necessary for the health and welfare of the employee or affected family member;
- B. Death of a member of his immediate family;
- C. Medical, dental or optical examination or treatment of employee which cannot be scheduled during non-working hours;
- D. If a member of the immediate family is afflicted with a contagious disease or requires the care and 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,
- E. Pregnancy and/or child birth and other conditions related thereto.

For purposes of 17.04, members of an employee's immediate family are considered to be:

Mother, father, brother, sister, child, spouse, grandparent, grandchild, brother-in-law, father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, legal guardian, or other person who stands in the place of a parent.

17.05. **Evidence Required for Sick Leave Usage.** The Employer may require an employee to furnish a standard, written signed statement explaining the nature of the illness or injury, to justify the use of sick leave for either the employee or a member of employee's immediate family. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action, up to and including dismissal.

17.06. **Notification by Employee.** When an employee is unable to work, he shall notify his immediate supervisor or other designated person, as soon as possible, or no later than one (1) hour before the time he is scheduled to work on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with his immediate supervisor.

17.07. **Abuse of Sick Leave.** Employees failing to comply with sick leave rules and regulations shall not be paid and may be subject to disciplinary action. If the Employer has reason to suspect that a pattern of sick leave

abuse exists, the Employer shall inform the employee in question and the labor council coordinator of the suspicion and the reason for the suspected sick leave abuse. If the employee continues to exhibit the same pattern of sick leave use and does not furnish a physician's statement concerning the illness(s), then the employee may be subject to the discipline procedure. The use of more than thirty-two (32) hours of unexcused sick leave within any 12-month period may establish a prima facie pattern of sick leave abuse.

17.08. **Physician 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 is unable to perform his duties. When the employee is absent for three (3) or more consecutive days due to illness, the employee shall be required to furnish a statement from a licensed physician notifying the Employer that the employee was unable to perform his duties for those three (3) or more consecutive days. When an employee exceeds four (4) days or thirty-two (32) hours within any consecutive twelve (12) month period, the employee shall be granted sick leave for any additional hours off within that period only upon certification of inability to work by a licensed physician or medical authority.

17.09. **Physician's Examination.** When reasonable under the circumstances, the Employer may require an employee to take an examination, conducted by a licensed physician or psychologist selected by the Employer, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of the examination shall be paid by the Employer. When presented with a demand signed by the employee or both the employee and the Union, the Employer shall disclose in writing the circumstances leading up to the Employer's decision to require an examination. It is understood by all parties that such a demand and response are to be held in strict confidence and do not constitute publication. If the employee disagrees with the decision of the professional to whom he has been sent, he may seek a second opinion from a professional of substantially equal credentials and licensure, the cost of which will be borne BY THE employee. If the two opinions are in substantial disagreement the two professionals so rendering those evaluations must mutually agree upon a third professional of substantially equal credentials and licensure whose opinion shall be final and binding. The costs of the third opinion will be borne equally between the employee and the Employer.

17.10. **Documentation of Sick Leave Usage.** Any employee who is on sick leave must submit proper request for use of such leave to the employer upon returning to work, and no later than the conclusion of the employee's first shift after his/her return to work from sick leave. This notice shall be submitted as per the employer's practice. Excuses provided by a licensed physician, if require and as provided for elsewhere in this article, will be submitted to the Chief Deputy.

17.11. **Funeral Leave.**

- A. Employees shall be granted up to three (3) consecutive days leave, with the approval of the Sheriff, upon the death of his spouse, child, parent or parent-in-law, sister, brother, grandparent, stepmother, stepfather, stepbrother, stepsister, stepchild, grandchild, or step grandchild. This leave shall not be charged against sick or other leave benefit in this agreement. Additional leave, up to two (2) consecutive days may be taken and charged against sick leave accrual;
- B. On the written request of the employee, the Employer may grant additional sick leave to a maximum of ten (10) days and then, on the employee's request, may grant additional days as the Employer may deem necessary. Such leave shall be granted upon the approval of the Sheriff at the request of an employee for a maximum of five (5) days on the death of a grandchild, wife's legal guardian or person who had stood in loco parentis, brother-in-law, sister-in-law, daughter-in-law, son-in-law. The Employer shall grant a reasonable number of additional days of sick leave at the request of an employee who shows good cause for an extension; and,

- C. Such sick leave/funeral leave must be on consecutive work days and include the day of the funeral. Where the day of the funeral is on a day the employee is not scheduled to work, the consecutive work days will be scheduled with the Employer's representative. The employee may be required to submit a death or obituary notice or form from a funeral director with the standard written, signed statement justifying sick leave. The Employer's record of an employee's use of leave under this section shall distinguish funeral leave from regular sick leave.

17.12 **Sick Leave Redemption.** After an employee has accrued two-hundred eighty (280) hours of sick leave they may elect to redeem up to forty (40) hours of sick leave per calendar year at 100% of the employee's base rate of pay, using the following guidelines:

- A. The request must be made to the Sheriff or his designee in writing by May 15<sup>th</sup> of each calendar year;
- B. The request will list the amount of hours the employee wishes to redeem;
- C. Sick leave must be redeemed out for a minimum of eight (8) hours and in one-hour (1) increments after the initial eight (8) hours; and
- D. The employee will receive the sick leave pay on the second pay period in June of each calendar year.

## **ARTICLE 18 LEAVES OF ABSENCE WITHOUT PAY**

18.01. **Family Leave.** The Family Medical Leave Act (FMLA) shall apply to unit employees on the date it becomes effective as to public agencies. The terms of that Act shall apply except as they may be enlarged by the provisions of Section 18.02. An employee is eligible for family leave upon completion of one (1) year of employment or his probationary period, whichever is greater. An employee, at his discretion, shall not be required to exhaust all paid leave prior to using the Family Medical Leave Act and may hold back up to 40 hours of paid leave.

18.02. **Personal Leave.** The Employer may grant a personal leave of absence without pay to an employee in the bargaining unit. Such leave may be granted for a minimum duration of one (1) week for any personal reasons of the employee, and may not be renewed or extended beyond six (6) months. Upon completion of such a leave of absence, the employee shall be returned to the position which he formerly occupied, or to a similar position if his former position no longer exists. He may be returned to active pay status prior to the originally scheduled expiration of the leave, if such earlier return is agreed to by both Union and Employer. If it is found that leave is not actually being used for the purpose for which it was granted, the Employer may impose discipline up to and including discharge.

18.03. **Failure to Return from Leave of Absence.** An employee who fails to return to duty at the completion of a leave of absence, without reporting to the Employer or his representative, may be terminated from employment.

## **ARTICLE 19 HOURS OF WORK/OVERTIME**

19.01. The standard work period for all full-time employees covered by the terms of this Agreement shall be fourteen days (14) days. The work period shall be computed starting Sunday and ending on the fourteenth day following. Each work period thereafter shall be computed beginning the next Sunday and run for the next four-

teen (14) day period. Hours worked shall include holiday time, vacation time, bereavement leave, personal days, and sick leave.

19.02. Each employee, during the fourteen (14) day period outlined above, shall work an average of forty (40) hours per week.

19.03. When an employee is required by the Employer to work in excess of eighty (80) hours in a work period as defined in Section 19.01 above, he shall be compensated at the rate of one and one-half (1-1/2) times his regular rate of pay for all hours worked in excess of eighty (80) in the fourteen (14) day period. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. An employee must be prepared to work overtime without prior notice and all overtime that is scheduled shall be worked.

19.04. All overtime shall be offered to full-time bargaining unit employees prior to being offered to fiduciary and /or part-time employees.

19.05. **Trading Days Off.** Employees of the bargaining unit in the same job classification and with the same assigned duties may be permitted to voluntarily exchange days off. Before any days off can be exchanged, a notification must be filed with the Sheriff's office. The notification shall contain:

- A. The specific day(s) to be exchanged; and,
- B. The signatures of both parties to the exchange.

It is agreed that the exchange of days must be completed within one (1) calendar year. The Employer is hereby indemnified by the signatures to the exchange for any financial liability resulting from a party to the exchange who fails to satisfy the agreement.

19.06. **Shift and Day Off Trade or Exchange.**

- A. Employees with the same job description or assigned basically similar job responsibilities and duties may be permitted, on written request submitted not later than one (1) week in advance, to exchange assigned shift hours for a period of no less than four (4) hours increments nor more than fourteen (14) work days and must be completed within the same pay period; and,
- B. Employees whose job description or job responsibilities and duties are peculiar to them individually may be permitted, on written request submitted no later than one (1) week in advance to exchange one or more scheduled days off for scheduled work days subject to the limitations that such exchanges must occur entirely within the Employer's permanent fourteen (14) day work period.

19.07. Employees shall be entitled to a period of relief of no less than thirty (30) minutes in duration for every eight (8) hour shift worked. The relief period shall commence when the employee physically exits the assigned work station or vehicle.

19.08. Management, at its discretion, shall make a lounge area available where the employees will have privacy to eat or perform other tasks usually done on break, or management may allow the unit employees to exit the Employer's premises.

19.09. Employees agree that they shall endeavor to maintain contact with the Communications Center at all times during the relief period. In the event of a police emergency, all employees will report to the assigned duty stations at once, or as quickly as safety allows.

19.10. It is the responsibility of the Shift Supervisor, or Officer in Charge, to make arrangements for the relief of on-duty unit employees.

19.11. **Shift Bidding.** Employees shall be permitted to bid on preferred shift assignments/days off, as established by the Employer. The bidding sheet will be posted March 1<sup>st</sup>, July 1<sup>st</sup>, and November 1<sup>st</sup> of each calendar year and will be completed by bargaining unit members within thirty (30) days, after which the employer will assign bargaining unit members who have not bid to un-bid shifts. Shift assignments pursuant to those respective bids shall begin the first full pay period in January, May, and September of each calendar year. Divisions are defined as Road Patrol and Jail. Bargaining unit members shall bid only within their divisions and rank, pursuant to rank seniority. Bargaining unit members who accept a position in a non-biddable assignment may opt out of the assignment after three (3) years provided there are no performance or disciplinary issues as determined by the Employer. Exempt and non-biddable assignments include positions in the Detective Bureau, Commercial Weight Enforcement Deputy, Community Service Program Deputy, and School Resource Deputies (SRO) [both primary (grade K-12) and secondary (college) educational institutions.] During any Christmas or Summer school break, including any closing for emergency reasons longer than one (1) week, the Employer shall create shifts for the SRO's and SRO's shall be permitted to bid on their preferred shift assignment based on seniority.

19.12. Ordering of Overtime. Bargaining unit members cannot be forced or ordered to work more than three (3) overtime shifts during a bargaining unit member's scheduled work week. A bargaining unit member cannot be forced or ordered to work overtime shifts on consecutive days of the bargaining unit member's work week. This section shall not apply to overtime that a bargaining unit member voluntarily accepts. Overtime shall continue to be by rank seniority, within the Employer's guidelines.

19.13. Daylight Savings Time / Time Changes. The Employer shall pay bargaining unit members 8.0 hours who work during the Spring time change, even though the actual worked shift may be 7.0 hours because of the time change. The Employer shall also pay 1.0 hour of overtime for those bargaining unit members who work during the Fall time change.

19.14 Canine Handlers. The Employer and the Union unequivocally agree that the intent of this section of the bargaining unit contract is to provide full compensation as required by the Fair Labor Standards Act of the United States Department of Labor to any employee(s) who are assigned or responsible for the weekly care, feeding, exercising, and boarding of an agency canine for all on-duty and any off-duty hours worked; and to provide for scheduling guidelines for the employee(s) so assigned or responsible. Further, it is the intention of this provision to outline the responsibilities of the employer and the canine handler(s). The employer agrees to provide the costs associated with the initial training of the canine handler and canine and any mandatory certification or recertification for the canine handler and/or canine. The Sheriff reserves the right to discontinue the canine program at any time at his/her sole discretion, to select, assign, and remove any canine handler from his/her assignment; and said selection, assignment, and/or removal may not be grieved or arbitrated by the employee or by the Fraternal Order of Police, Ohio Labor Council.

The Employer and the Union agree that canine handlers shall have their hours of work adjusted throughout the fourteen (14) day work period to either report after the start of their assigned shift(s), or leave before the end of their regularly assigned shift(s), for a total of seven (7) hours per fourteen (14) day work period. This time will generally be scheduled to be taken in one-half hour or one-hour increments at the end of each affected employ-

ee's eight (8) hour shift. If the Employer is unable to adjust the schedule to permit a canine handler to come in late or leave early from his or her shift, the affected employee(s) shall receive straight time pay compensation in lieu of the hours that were not able to be adjusted during the fourteen day work period. The Chief Deputy or his designee may schedule the canine handler(s) at the Chief Deputy's discretion.

The Employer and the Union agree that such compensation is meant to fully compensate canine handler(s) for their off-duty care of their assigned canine(s) including, but not limited to, bathing, brushing, exercising, feeding, grooming, cleaning of the canine's kennel, cleaning and maintaining the canine handler's assigned vehicle, and administering any medications or nutritional supplements to the canine.

The Employer shall pay the canine handler overtime pay for the time spent transporting the canine to and from an animal hospital or veterinarian, provided, however, that the canine handler takes the canine to the animal hospital or veterinarian designated by the Employer. The employer shall have the right to schedule the canine handler to come in late or leave early off of a shift to avoid paying overtime.

In addition, the Employer shall permit each canine handler to dedicate a minimum of sixteen (16) hours per month for the training of his or her assigned canine. Canine handler(s) shall submit their requested training days to the Chief Deputy, or other designee of the Sheriff, at least one week prior to the desired training day. The Chief Deputy, or other designee of the Sheriff, shall have the discretion to deny the canine handler's requested training day(s) for administrative reasons, including, but not limited to, the necessity of paying overtime to cover the canine handler's shift(s).

The employer accepts the following responsibilities:

- A. The canine will be the property of the employer and will be registered in the employer's name. The employer will provide all insurance, necessary licenses and veterinarian services for the canine;
- B. To purchase and furnish the necessary type and amount of food needed to maintain a healthy canine. The employer will supply each canine handler all necessary supplies and/or training aids for the canine as determined by the employer;
- C. To pay any and all necessary medical and veterinary expenses for the canine as determined by the employer;
- D. To provide the initial training of the canine handler and the canine and any state mandated certification and re-certification of the canine handler or the canine;
- E. To pay for the housing of the canine in the event the canine handler goes on any type of leave approved by the employer. If the canine has been judged by the employer to be unfit for continued service by the Sheriff's Office, its handler—as an employee of this agency—shall have the first right to purchase the canine for \$1.00, pursuant to Section 9.62 of the Ohio Revised Code. This provision shall be effective after at least one year of completed service by the canine or the expiration date of the warranty for the canine, whichever comes last. At such time, the canine handler shall no longer be compensated in any manner for care of the canine and, if the canine handler accepts ownership, the canine handler shall assume all costs of ownership;
- F. To purchase and install a kennel, fence, or other item to be installed and kept at the canine handler's residence for the purpose of housing the canine. The parties agree that the kennel, fence, or other items shall remain the property of the employer. The employer has the right to deny this request;
- G. The employer reserves the right to require schedule changes by the canine handler to accommodate activities such as, but not limited to, public relations engagements (school programs, civic group appearances, etc.) and training sessions; and,

- H. To allow the canine handler to only use seven and one-half (7.5) hours of approved leave as long as the canine handler provides at-home care for the canine during any approved leave period of eight (8) hours. This will allow for the employer to avoid paying the canine handler overtime for at-home care for the canine while on approved leave.

The canine handler accepts the following responsibilities:

- A. To house the canine at the canine handler's residence;
- B. To be responsible for the health, safety, and supervision of the canine—both on and off-duty;
- C. To maintain the canine by keeping regularly scheduled veterinary visits, by grooming the canine daily, and by otherwise maintaining and bathing the dog on a regular basis;
- D. To clean and properly maintain the canine handler's agency-assigned vehicle and to disinfect the interior when required;
- E. To receive prior written approval from the Chief Deputy or other designee or the Sheriff before engaging in activities beneficial to the employer beyond the canine handler's authorized duties or canine training and care requirements; and,
- F. To be subject to call-out on a twenty-four (24) hour per day, seven (7) day per week basis without additional compensation for being on call. However, if the canine handler is called out, then he/she shall receive call-in pay according to those terms found elsewhere in this collective bargaining agreement.

For purposes of off-duty canine care, holidays, vacations, sick leave, injured on duty leave, and any other leave shall not be considered actual hours worked for purposes of receiving any overtime compensation. When a canine handler is on vacation or sick leave he/she may request another employee of this agency to care for the canine handler. If such a request is approved in writing, in advance, by the Sheriff or his designee, the canine handler on leave will not receive any regular compensation that he/she would normally receive for the care/maintenance of the canine. The regular compensation for the care/maintenance of the canine that would normally be paid to the canine handler on leave will instead be paid to the employee caring for the canine during the canine handler's leave period, and the canine handler on leave will be charged a full eight (8) hours of leave per day, if an entire shift is taken off.

If a canine is unable to work and not being kept at the canine handler's home, or is lodged in a privately operated kennel for an entire eight (8) hour shift scheduled to be worked by the canine handler, the canine handler will work the entire eight (8) hour shift and will not receive the shortened shift time as noted above for the care and maintenance of the canine.

Furthermore, if a canine handler is on injured on duty leave, workers compensation leave, short term disability leave, long term disability leave, family medical leave, and/or any other type of medical leave and his or her medical restrictions prohibit him or her from performing his or her regular law enforcement duties, he/she shall not be permitted to train the canine. The term "extended" shall be defined as two (2) weeks or more. In such case, if the canine handler does train the canine, such training is not suffered or permitted by the Employer and is not pursued necessarily and primarily for the benefit of the Employer and, thus, the Employer will not compensate the canine handler for said unauthorized training.

For purposes of shift bidding and scheduling, canine handlers will be chosen at the discretion of the Sheriff and the position of canine handler shall be exempt from the shift bid process.

**ARTICLE 20**  
**BULLETIN BOARDS**

20.01. The Employer agrees to provide a locked bulletin board in an agreed upon area in which bargaining unit employees are assigned, for use by the Union. The Union shall receive and retain all keys and shall be authorized to supplement or change a locking device at its cost.

20.02. All Union notices which appear on the bulletin boards shall be signed, posted, and removed by the Local Union president or his designee or stewards during non-work time. 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, nominations;
- E. Results of Union elections;
- F. Reports of standing committees, temporary committees, and independent arms of the Union; and,
- G. 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 board at any time which contains the following:

- A. Reporting, commentary, endorsement, criticism, or any other statement which is politically motivated or considered of a political nature, except as provided in C, through E. above;
- B. Personal attacks upon any other employee; or any elected office holder; and,
- C. Attacks on any employee organization, regardless of whether the organization has local membership.

If the Employer alleges a violation of this section, he shall, by written memorandum containing the basis for the allegation, direct the responsible Union official to remove the document. The Union official, if on duty, shall comply by the end of his shift, or if not on duty, within a twelve (12) hour period following receipt of said order.

20.03. No union related materials of any kind may be posted anywhere in the Employer's facility, or on the Employer's equipment except as provided above. The Employer or his ranking representative shall, on his own initiative or on complaint, immediately remove the posted material.

**ARTICLE 21**  
**SAFETY AND HEALTH**

21.01. The Employer shall make reasonable provisions for the safety and health of employees while on-duty. It is an employee's responsibility to comply with all established safety and health rules and regulations, policies and procedures. Should an employee be aware of an unsafe or unhealthful working condition, he shall immediately notify the Employer in writing with a copy retained, of such unsafe and/or unhealthful working condition. It shall be the responsibility of the Employer to investigate such conditions and take such reasonable actions so as to comply with applicable state or federal laws, regulations or standards.

21.02. All employees are responsible for notifying the employer of any equipment or working conditions which the employee believes to be unsafe. The reporting of such conditions shall be to the Sheriff or his designee. The employer will take reasonable precautions to insure that all equipment is in safe condition. The parties recognize that the duties of the employees regularly place them in potentially dangerous situations. The parties therefore recognize that these work-related duties are exempt from this section.

21.03. The parties agree that any safety concerns may be addressed in accordance with Article 22, Labor Management meetings.

## **ARTICLE 22 LABOR MANAGEMENT MEETINGS**

22.01. In the interest of sound labor/management relation and upon mutual agreement, The Employer and/or his designee shall meet with the Union to discuss those matters addressed in section 22.02.

22.02. An agenda shall be agreed upon by the parties at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting. The parties shall also supply the names of those representatives who will be attending. The purpose of such meetings shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the Union of changes made by the Employer which affect bargaining unit employees of the Union;
- C. Discuss the grievances which have not been processed beyond Step 3 of the Grievance Procedure, but only when such discussion is mutually agreed to by the parties; or, in the event a party to the grievance is not represented by the Union, then only with the written authority of the party to the grievance;
- D. Disseminate general information of interest to the parties;
- E. Give the Union representatives the opportunity share the views of their employees on topics of interest to both parties; and
- F. To consider and discuss health and safety matters relating to employees.

22.03. If special labor/management meetings have been re-requested, and mutually agreed upon, they shall be convened as soon as feasible and shall be subject to the provisions of Section 22.02.

22.04. Labor/management meetings are not intended to be negotiation sessions to alter or amend this Agreement.

## **ARTICLE 23 MISCELLANEOUS**

23.01. **Posting of Schedules.** The Employer agrees, for the duration of this Agreement, to post the departmental work schedule in each division of the Department. At no time shall this work schedule have less than a four (4) week advance listing of employees scheduled within that particular division of the Department.

23.02. **Immunization.** The Employer shall provide all medically recommended and necessary immunization shots or other medications used for the purpose of immunizations for infectious diseases while on duty. The shots or other treatment shall be provided by a physician selected by the Employer, or any other licensed physician who is mutually agreeable to the parties. In all cases, the employee shall file the appropriate forms with the

Office of the Sheriff. No payment will be authorized unless prior approval is obtained from the Sheriff or his designee.

**23.03. Cost and Distribution of Contract.** The Employer agrees to furnish each employee of the bargaining unit and each newly appointed person eligible for membership in the bargaining unit one (1) copy of this Agreement without charge. The Employer agrees to print the contract and arrange for the Union to have sufficient copies to distribute to its members.

**23.04. Job Description.** The Employer agrees to furnish each newly hired employee, eligible for membership in the bargaining unit(s), with a copy of his job description. Any current employee may request a copy of his job description within thirty (30) days of the signing of this Agreement. The Parties understand that the Employer is required to comply with the Americans with Disabilities Act as to the contents of job descriptions. The Union reserves the right to negotiate any change in the terms and conditions of employment as a result of a change in job descriptions.

**23.05. Contracting Out Work.** The Employer and the County agree for the duration of this contract not to contract or employ, any agency or person(s), or allow any agency or person(s) to volunteer for the performance of any duties and/or responsibilities customarily and currently being performed by employees of the bargaining unit(s); subject to the provisions of Article 1.03. This Article shall not apply to, nor prohibit the Employer or the County from entering into a Mutual Aid Agreement with, or from providing contractual law enforcement protection or services to, any political subdivision within Erie County, Ohio, or from making an agreement with another political subdivision to house prisoners in the event the jail population exceeds the legal capacity of the jail.

**23.06. Extradition.** Bargaining Unit members shall perform all extraditions, according to rank seniority. Extraditions shall be performed by one Supervisor, defined as a Lieutenant or Sergeant, and by one or more Deputy (s) depending on the number of persons being extradited. If no Supervisor accepts an extradition, two Deputies may be sent. At no time shall less than two (2) bargaining unit members be assigned to extradite a prisoner. If no bargaining unit member voluntarily accepts an extradition, or if insufficient bargaining unit members accept an extradition, fiduciary personnel may be utilized.

The Employer shall keep a list of members that have been TSA trained to perform extraditions and who wish to be placed on the list. The Employer shall offer extraditions by a rotational list. Declining an extradition shall be grounds to be moved to the bottom of the list.

**23.07. Maintenance of Current Practice.** All departmental policies or procedures which are now in effect and which are not specifically provided for in this Agreement or which have not been amended or altered by provisions of this Agreement shall remain in effect during the term of this Agreement, unless changed circumstances dictate otherwise.

**23.08. Equal Access to Schools, Training or Seminars.** All employees shall be given equal opportunity to attend training necessary to maintain the employee's peace officer certification. Cost for aforementioned shall be paid by the Employer including housing and meals.

**23.09 Weather/Emergency Closings.** In the event of a level three snow emergency, bargaining unit employees required to work during the declared emergency period shall be compensated at double time their hourly rate for the same number of hours that are actually worked during the emergency.

23.10 **Personnel Files.** There shall be one official personnel file on each employee which shall be kept in the Sheriff's Office. Copies of any documents placed in an employee's personnel file shall be provided to the employee at the time they are placed in the personnel file. An employee shall be allowed to inspect his personnel file at the employee's request.

23.11 **Direct Deposit.** All current employees shall be given the option to participate in a direct deposit payroll system. All employees hired on or after January 1, 2009, shall be required to participate in the direct deposit payroll system.

## **ARTICLE 24 EDUCATION BENEFIT**

24.01. An employee covered by this Agreement shall be entitled to an educational expense reimbursement amount as follows:

- A. In the first (1st) year of usage, the employee is entitled up to Three Hundred Dollars (\$300.00) in that school year for criminal justice related courses;
- B. If an employee takes advantage of the first (1st) year of educational expense reimbursement under this Section, in the second (2nd) consecutive year, the employee shall be entitled to up to Four Hundred Dollars (\$400.00) in that school year for criminal justice related courses;
- C. If an employee takes advantage of the first (1st) and second (2nd) consecutive years of educational expense reimbursement under this Section, in the third (3rd) consecutive year, the employee shall be entitled up to Five Hundred Dollars (\$500.00) in that school year for criminal justice related courses; and,
- D. Under this Section, all courses must be determined as criminal justice related by the Employer prior to the approval of reimbursement for expenses.

24.02. To be eligible for this educational reimbursement employees shall:

- A. Have the Employer approve such course as criminal justice related;
- B. Be enrolled in an accredited institution of higher learning;
- C. Provide documentation of costs incurred, and;
- D. Receive a letter grade of "C" or better.

Failure to comply with all segments of Section 24.02 of this Article shall be cause for the denial of the educational reimbursement.

## **ARTICLE 25 INJURED ON DUTY PAY**

25.01. An employee who becomes sick or injured as a result of an on-duty incident, or while performing a legally obligated off-duty function of a peace officer, shall continue to receive all compensation to which the employee is due, including, but not limited to, wages, benefits, and family medical coverage if applicable. Coverage shall continue for the duration of the illness or injury for a period not to exceed one (1) year, and said leave shall not be counted against employee accrued Sick Leave.

The employer shall pay all costs associated with the illness or injury, and shall bear the burden of recovering the costs through legal means, other than from an employee, if recovery of the costs is possible. Costs for a covered

injury shall not be submitted to employee's Family Medical Insurance provided by the employer, or used against the employee's lifetime maximum amounts under the Family Medical Insurance coverage.

An employee who becomes injured or sick through an on-the-job incident shall be required to file a Workers Compensation claim. All Workers Compensation payments made to the employee shall be remitted to the employer, or the employer's designee, as soon as possible. Payments shall not include civil or criminal settlements from insurance carriers, lawsuits in which the Employee was the Plaintiff, etc.

All paid leave accounts of the employee, including, but not limited to, Sick Leave, Vacation, Personal Days, etc. shall remain unchanged, and shall continue to accrue as if the employee were still performing their job.

The above provisions shall apply to any and all times in which Deputy Sheriff Sergeants, and Deputy Sheriff Lieutenants are performing or attempting to perform the legal or morally obligated action of a Police Officer.

25.02. The Employer will not be held liable for injuries to an employee resulting from, or arising out of, outside employment and off the job injuries. It is also understood that the Employer will have no liability under this clause if the injury results from gross negligence or a failure to observe Departmental policy.

25.03. An employee returning to active status from the "Injured on Duty" roster must have a physician's release to return to work. Final judgment on the employee's ability to adequately perform his job rests with the Employer, who may direct the employee to submit to further examination at the Employer's expense.

25.04. The Employer reserves the right to withhold benefit payment or to take disciplinary action, up to and including discharge, against any employee who is found guilty of submitting a false claim for benefits covered under this clause. In addition, if the employee is found to be working for another employer while on injury leave, he is likewise subject to discipline up to and including dismissal.

## **ARTICLE 26 HOSPITALIZATION/MAJOR MEDICAL**

26.01 The Employer shall select the carrier for the insurance programs herein. However, any change in carriers or programs will not reduce any of the current levels of benefits in force and effect as of, the date of ratification, as described in Appendix E unless otherwise mutually agreed between the parties as referenced below.

26.02 Employees of the Bargaining unit in full-time active pay status, or approved Family and Medical Leave, are eligible to participate in the health insurance plan provided to the Employer's non-bargaining employees for the duration of this Agreement, as provided below:

- A. Any change in carriers or programs, as recommended by the Cost Containment Committee and approved by the Board of Erie County Commissioners will amend this agreement to reflect said change;
- B. Upon execution of this agreement, Employees will be required to contribute at the same rate as non-bargaining unit employees provided that the premium contributions do not exceed 13% in 2018; 13.5% in 2019; and 14% in 2020 of the total cost of the premium as recommended by the Cost Containment Committee and approved by the Board of County Commissioners, and/or required by law. Employees will be eligible to participate in the contribution credit program;
- C. The mandatory spousal enrollment provision of the Health Insurance Plan will not be implemented during the life of this contract; and,

- D. The Union's designee will continue to be a member of the County's Cost Containment and Wellness Committee and may attend these meetings on County time if during the employee's regularly scheduled shift; Attendance shall not be unreasonably denied nor shall it generate overtime.

26.03 Insurance Booklets shall be provided to all eligible employees. Eligibility for medical, vision, dental and life insurance begins after ninety (90) days of employment. The current Master Plan Document will be available on-line at [www.eriecounty.oh.gov](http://www.eriecounty.oh.gov).

Eligibility for insurance benefits begin the 1<sup>st</sup> of the month following 30 days of employment, e.g., an employee hired June 5 will be eligible for insurance August 1.

26.04 **LIFE INSURANCE.** The Employer will provide a seventy-five thousand (\$75,000) Group Term Life Plan with A. D. & D. for the life of this Agreement. Twenty-five thousand (\$25,000) of the seventy-five thousand (\$75,000) is a reportable income pursuant to IRS guidelines. Employee shall have the right to reduce the coverage from seventy-five thousand (\$75,000) to fifty thousand (\$50,000) if they do not want to incur the reportable income.

26.05 Health care/dental premium contributions will go through IRS Section 125 Plan (pre-tax). All medical premium deductions will be evenly split between the first two pays of each month as is the current practice.

26.06 **VOLUNTARY PLANS.** Any plan in which the employee pays a portion of or the entire monthly premium is understood to be a voluntary participation plan. The County reserves the right to increase the premiums for such voluntary plans, including, but not limited to, COBRA and the family dental plan. Employees will be required to contribute at the same rate as non-bargaining unit employees.

26.07 Employees will be required to continue to use the mail order system when purchasing maintenance drugs after the second retail fill.

## **ARTICLE 27** **RANK DIFFERENTIAL**

27.01 The rank differential for Sergeants shall be eleven percent (11%) calculated from the highest existing deputy rate for the first year of this agreement. The rank differential for a Sergeant shall be eleven and half percent (11.5%) calculated from the highest existing deputy rate for the second year of this agreement. The rank differential for Sergeants shall be twelve percent (12%) calculated from the highest existing deputy rate for the third year of this agreement.

The rank differential for Lieutenant shall be ten percent (10%) calculated from the highest existing Sergeant rank for the life of this agreement.

27.02. **Shift Premium.** Employees working the afternoon shift will be paid a shift premium of thirty cents (30¢) per hour. Employees working the midnight shift will be paid a shift premium of forty five cents (45¢) per hour.

27.03. **Longevity Pay.** Each employee shall be paid longevity compensation in accordance with Article 15, issued annually and included in the paycheck that includes the Veterans Day holiday.

SERVICE

5 years

ANNUALLY

\$500

Each year after five continuous (5) years of employment, an employee is entitled to an additional amount of One-hundred Dollars (\$100.00) for each year of employment, annually, up to a maximum of Three-thousand Dollars (\$3,000.00). [Years of Service X \$100= Total annual amount, i.e., 13 years X \$100 = \$1,300.00 up to a maximum of \$ 3,000.00].

27.04. **Call In Pay.** "Call In Pay" is for work performed by a employees for the Employer outside the employee's regularly scheduled work period. Compensation for work performed on such call in status shall be compensated at actual time worked, or a three (3) hour minimum, whichever is greater. If the payment of such time results in the employee working more than 80 hours in a fourteen (14) day period, said hours will be paid at the rate of time and one-half.

27.05. **Court Time Compensation.** Off-duty employees shall be compensated at the straight time rate for a minimum of three (3) hours, or for the actual time spent, whichever is greater, in any court of record, prosecutor's pretrial conference or any court-related appearance arising out of his official duties. If the payment of such time results in the employee working more than 80 hours in a fourteen (14) day period, said hours will be paid at the rate of time and one-half.

27.06 **Officer-in-Charge Pay.** If no supervisor, Sergeant, or Lieutenant, is working and a Deputy is Officer in Charge, said Deputy shall be paid at Sergeant's rate of pay.

**ARTICLE 28  
SEVERANCE PAY**

28.01 An employee, upon resignation or retirement, shall receive payment for all accumulated but unused time accounts, to include personal days, vacation time, overtime, and holiday leave.

28.02. Accrued sick time shall be paid at the rate of one-half (1/2) the employee's accumulated hours.

28.03. All time shall be paid at the employee's rate of pay at the time of his resignation or retirement.

**ARTICLE 29  
UNIFORM MAINTENANCE**

29.01. The Employer shall furnish uniforms to the employees in accordance with the employer's usual practice. Employees whose performance of regularly assigned duties and/or responsibilities would be compromised by uniform attire shall be authorized, through a voucher or other financially reconcilable system established by the Employer, to purchase shirts, trousers, neckties, sport coats or blazers, jackets or outer coats, hats and shoes in an amount not to exceed \$1200.00 their first year and \$1000.00 per calendar year after.

29.02. The Employer shall continue to issue replacement clothing for items that have been damaged or destroyed during the course of employment. The employee must notify the Employer in writing when clothing needs to be repaired or replaced. The employee must bring in the uniform which is defected or worn out before an order for replacement shall be made. Once receipt of the defective or worn out uniform is logged, the new uniform shall be ordered promptly. Uniforms shall be ordered in an expeditious manner.

29.03. Identification cards, with photographs, will be provided to all employees of the bargaining units.

29.04. Employees must return all uniforms and other items issued by the Employer when they terminate their employment with the Erie County Sheriff's Office. No employee shall receive his / her final paycheck until such time as all equipment issued to the employee by the Employer has been returned.

29.05. The Employer shall provide "dry cleaning" services for uniforms to members of the bargaining unit. Not more than two (2) uniforms (i.e.: shirt jackets, pants and ties) per Employee shall be cleaned per calendar workweek. The employer shall pay all costs associated with dry cleaning and shall determine the company or companies that will provide the service. Uniforms to be cleaned will be left at the Erie County Sheriff's Office, in a place determined by the employer, and shall be returned to the Erie County Sheriff's Office, and left on a rack or other suitable place, as determined by the employer, so that employees may pick up cleaned items during their regularly scheduled work periods.

### **ARTICLE 30 NO STRIKE/NO LOCKOUT**

30.01 The Employer and the Union recognize that a strike would create a clear and present danger to the health and safety of the public and that the Agreement provides for the orderly resolution of grievances. The parties therefore agree that a strike will be defined as the following:

A strike means any concerted action on the part of the bargaining unit employees failing to report to duty; willful absence from one's position; stoppage of work; slowdown; or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in wages, hours, terms and other conditions of employment. Stoppage of work by employees in good faith because of dangerous or unhealthful working conditions at the place of employment which are abnormal to the place of employment shall not be deemed a strike.

30.02 During the term of this Agreement, the Union, its representatives and employees, shall not authorize, cause, engage in, sanction, support, or assist in any action defined as a strike which affects the Employer or his operations. If, in the opinion of the Employer, such concerted actions occur, the Employer will give written notice, including the basis for the allegation, to the Union's Labor Council Coordinator. The Coordinator shall cooperate with the Employer and shall actively discourage and endeavor to terminate the alleged actions. Cooperation shall specifically include a prompt notification to employees of the bargaining unit to the effect an alleged violation of this Article is in progress. Such notification shall instruct employees to cease and desist from their alleged action. Should the Coordinator fail to post such notice, the Union shall not contest the Employer's request to the State Employment Relations Board for retroactive penalties in the event the Board determines an unauthorized strike has occurred;

- A. Any employee of a bargaining unit who, without legitimate excuse, knowingly fails to return to work immediately on or at the next scheduled duty time, after notification by the Union as provided herein, or who knowingly continues to participate or promote strike activities as defined, may be disciplined to the extent provided herein;
- B. Should the State Employee Relations Board determine an un-authorized strike has occurred, the Employer:
  - 1. May remove or suspend those employees who one day after notification by the public Employer of the Board decision that a strike is not authorized continue to engage in the unauthorized strike;

2. If the employee is appointed or reappointed, employed, or re-employed, as a public employee, within the employment of the Employer the employer may impose the following conditions:
  - a. The employee's compensation shall in no event exceed that received by him immediately prior to the time of violation; and,
  - b. The employee's compensation is not increased until after the expiration of one year from the appointment or reappointment, employment or re-employment.
3. Shall deduct from each striking employee's wages, if the Board also determines that the public Employer did not provoke the strike, the equivalent of two days wages for each day the employee remains on strike commencing one day after receiving the notice called for in division (C)(1) of this section. The Employer shall give the employee credit for wages not paid after that point in time due to the employee's absence from his place of employment because he is on strike. Any penalty that is imposed upon the employee, except for the penalty imposed under division (C)(3) of this section, may be appealed to the Board. The Board may modify, suspend, or reverse the penalty imposed by the public Employer, if the Board does not find that the penalties are appropriate to the situation; the imposition of a penalty is appealable to the Court.

C. Should the State Employee Relations Board determine an un-authorized strike has occurred, the Employer:

1. May remove or suspend those employees who one day after notification by the public Employer of the Board decision that a strike is not authorized continue to engage in the unauthorized strike;
2. If the employee is appointed or reappointed, employed, or re-employed, as a public employee, within the employment of the Employer the employer may impose the following conditions:
  - a. The employee's compensation shall in no event exceed that received by him immediately prior to the time of violation; and,
  - b. The employee's compensation is not increased until after the expiration of one year from the appointment or reappointment, employment or re-employment.
3. Shall deduct from each striking employee's wages, if the Board also determines that the public Employer did not provoke the strike, the equivalent of two days wages for each day the employee remains on strike commencing one day after receiving the notice called for in division (C)(1) of this section. The Employer shall give the employee credit for wages not paid after that point in time due to the employee's absence from his place of employment because he is on strike. Any penalty that is imposed upon the employee, except for the penalty imposed under division (C)(3) of this section, may be appealed to the Board. The Board may modify, suspend, or reverse the penalty imposed by the public Employer, if the Board does not find that the penalties are appropriate to the situation; the imposition of a penalty is appealable to the Court.

30.03. During the term of this Agreement, the Employer shall not cause, permit, or engage in any lockout of its employees, provided that said employees have not violated Section 30.02(A) of this Article. If the Employer reasonably believes that a violation of Section 30.02(A) has occurred, the employees so violating that section may be locked out for up to seventy-two (72) hours pending a review by the court or the State Employment Relations Board of the strike and its legality. If it is determined that there was no strike or that the strike was lawful, the Employer shall reimburse locked out employees for all earnings lost as a result of the lockout.

30.04. Nothing in this Article shall be construed to limit or abridge the parties' right to seek available remedies provided by law to deal with any unauthorized or unlawful strikes or lockouts.

### **ARTICLE 31 WAIVER IN CASE OF EMERGENCY**

31.01. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Erie County Commissioners, the Federal or State Legislature, or the Sheriff, such as acts of God or civil disorder, the following conditions of this Agreement may automatically be suspended at the discretion of the Employer.

- A. Time limits for management replies on grievances, or Union submissions of grievances; and,
- B. Selected work rules and/or agreements and practices inconsistent with emergency operations relating to the assignment of all employees.

31.02. Upon the termination of the emergency, should grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure and shall proceed from the applicable point in the Grievance Procedure to which they had properly progressed.

31.03. In the event an emergency declared by local County Officials is not terminated within ten (10) days, the Employer shall meet with the Union and show cause for continuation.

Continuation of an emergency in excess of ten (10) days may be the basis of a grievance, subject to Section 31.01 of this Article.

### **ARTICLE 32 DUES CHECK OFF**

32.01. The Employer agrees to deduct Union membership dues in accordance with this Article for all employees eligible for membership in the bargaining units upon the employee's submission to the Employer of a voluntary, written dues authorization form as provided herein.

32.02. The Employer shall deduct such Union membership dues once each month from the pay of an eligible employee in the bargaining units upon receiving such written dues authorization. The signed payroll deduction form [See Appendix C] must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

32.03. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues, provided that the Employer complies with the provision established herein. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from the deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibilities of the Union.

32.04. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining units; (3) layoff from work; (4) an unpaid leave of absence; (5) revocation of the check-off authorization in accordance with the terms of this Agreement; or (6) resignation by the member from the Union.

32.05. The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

32.06. The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error was claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

32.07. The rate at which dues are to be deducted shall be certified to the Employer within thirty (30) days of the ratification of this Agreement by the Director of the Union and during January of each year. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deductions.

32.08. Any dues, fees, or assessments collected by the Employer as part of this Agreement shall be transmitted once each month to the Fraternal Order Of Police, Ohio Labor Council, Inc. at 222 E. Town St., Columbus Ohio 43215-4611.

### **ARTICLE 33 FAIR SHARE FEE**

33.01. Any present employee of the Erie County Sheriff's Office who is a member of the Union on the effective date of this Agreement, or any employee who becomes a member during the life of the Agreement and who thereafter resigns from the Union during the terms of this Agreement, or any present member or any new employee who elects not to become a member of the Union shall pay to the Union a fair share fee. For new employees, the requirement to pay to the Union a fair share fee shall commence on or after the probationary period set forth in Article 7 or (60) sixty days following the beginning of employment, whichever is less. These provisions shall not require any employee to become or remain a member of the Union, nor shall the fair share fee exceed the dues paid by members of the Union in the same bargaining unit. The amount of fair share fees required to be paid by each non-member employee in the unit shall be the amount of the regular dues paid by the employees in the unit who are members of the Union less each non-member's proportionate share of the amount of the Union's dues and fair share fees spent on activities not chargeable to such fair share fees, if any. The Union shall prescribe an internal procedure to determine a rebate, if any, of the fair share fee. At the end of each calendar year the Union shall notify the Employer of the content and implementation results of its internal rebate procedure. If any employee challenges the propriety of the Union's use of such fee, deductions shall continue, but the funds shall be placed in an interest-bearing escrow account jointly administered by the Employer and the Union, until a resolution of the challenge is reached pursuant to the provision of O.R.C. 4117.09(C) or through proceedings in the courts.

### **ARTICLE 34 SEVERABILITY**

34.01. This Agreement is subject to all applicable state or federal laws and Chapter 4117 of the Ohio Revised Code, and shall be interpreted whenever possible so as to comply fully with such laws, provisions and/or any decision by an official, board, or judicial body having authority to interpret them.

34.02. Should any part of this Agreement or any provision contained herein be declared invalid by operation of law or by a tribunal of competent jurisdiction, it shall be of no further force and effect, but such invalidation of

a part or a provision of this Agreement shall not invalidate the remaining portions and they shall remain in full force and effect. Further, the parties shall meet promptly at mutually convenient times to negotiate replacement language for such invalidated provision(s).

**ARTICLE 35  
P.E.R.S. TAX DEFERRAL**

35.01 Upon the combined granted permissions of Internal Revenue Service of the United States and the Ohio Public Employees Retirement System, or June 1, 1990, whichever occurs later, the Employer shall designate the amount prescribed by law of gross wages paid each year by individual bargaining unit employees to the Ohio Public Employee Retirement System as Employer-paid for the purpose of deferred state and federal income taxes under the pension pick-up plan commonly referred to as "Salary Reduction Plan". Each bargaining unit employee will continue to pay the required amount as prescribed by law of gross salary to OPERS. The Employer will continue to pay its required share as defined by the statutory laws of the State of Ohio.

35.02 This benefit is not optional with each individual bargaining unit employee. All employees will be placed in the plan listed in §35.01 for the duration of their employment with the County. Vesting of the employee and Employer share will continue to be governed by the laws of the State of Ohio.

**ARTICLE 36  
DURATION OF AGREEMENT**

36.01

- A. This Agreement shall be effective as of January 1, 2018, and shall remain in full force and effect until December 31, 2020 unless otherwise terminated as provided herein; and
- B. If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to, 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 OAC 4117-1-02. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

36.02 **Effect of Agreement.** The parties acknowledge that during the negotiations which resulted in this Agreement, 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 agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union and all prior Agreements, either oral or written, are hereby canceled.


**SIGNATURE PAGE**

IN WITNESS HEREOF, the parties hereto have executed this Agreement at Sandusky, Ohio, this 31<sup>st</sup> day of May 2018.

For the Employer:

  
\_\_\_\_\_  
Sheriff Paul A. Sigsworth

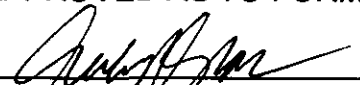
For the Labor Council:

  
\_\_\_\_\_  
Jackie A. Wegman, FOP-OLC Rep.

  
\_\_\_\_\_  
Sergeant Dennis Papineau

  
\_\_\_\_\_  
Sergeant Dan McGlothlin

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Gerhard R. Gross  
Assistant Prosecutor  
Erie County Prosecutor's Office

## **APPENDIX A**

SERGEANTS  
LIEUTENANTS

**APPENDIX B**

	<b>2018</b>	<b>2019</b>	<b>2020</b>
Rank differential above top Deputy rate	<b>11%</b>	<b>11.5%</b>	<b>12%</b>
SERGEANTS BASE RATE	\$31.22	\$32.06	\$32.91

	<b>2018</b>	<b>2019</b>	<b>2020</b>
Rank differential above top Sergeants rate	<b>10%</b>	<b>10%</b>	<b>10%</b>
LIEUTENANTS BASE RATE	\$34.34	\$35.27	\$36.20

\*Longevity pay will be computed into base rate for overtime purposes as follows:  
 Longevity divided by 2,080 hours + hourly rate at time and one half + shift premium at time  
 and one half = overtime pay.

Wage increases will take effect the beginning of the first pay period that includes January 1<sup>st</sup> of each calendar year.

NOTE: Rank differential for a Sergeant shall be eleven percent (11%) calculated from the highest existing deputy rate for the first year of this agreement. Rank differential for a Sergeant shall be eleven and half percent (11.5%) calculated from the highest existing deputy rate for the second year of this agreement. Rank differential for a Sergeant shall be twelve percent (12%) calculated from the highest existing deputy rate for the third year of this agreement.

**APPENDIX C**

**DUES DEDUCTION CARD**



**AUTHORIZATION FOR DUES DEDUCTION  
FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.**

222 E. Town St., Columbus, Ohio 43215  
1-800-FOP-OLCI

I, the undersigned, hereby authorize my Employer to check off and deduct from my payroll an amount equal to dues, remitting directly to the F.O.P. Ohio Labor Council, Inc.

(PLEASE PRINT)

Place of Employment \_\_\_\_\_

Name \_\_\_\_\_

Home Address \_\_\_\_\_

City \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone \_\_\_\_\_

Classification \_\_\_\_\_

Department \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Mail white copy to FOP-OLC at above address  
Present card to your Auditor



## Appendix D: County Health Insurance Plan

# 2018 ERIE COUNTY BENEFIT PLAN OPTIONS

### **Medical Insurance Option One: Preferred Provider Organization (PPO)**

**Monthly Cost:** Employee: \$92 Single / \$236 Family per month (deducted from 24 pays) ; Employer: \$616 Single / \$1,585 Family

**Deductible:** \$750 Single / \$1,500 Plus One / \$2,250 Family (less \$50 per pillar – up to \$250 on the employee’s deductible)

**Out of Pocket Maximum:** \$3,250 Single/ \$6,500 Plus One / \$9,750 Family

**Office Visit:** \$25 Co-Pay / **Specialist Office Visit:** \$35 Co-Pay

**Urgent Care:** \$25 Co-Pay / **ER Visit:** \$150 Co-Pay

**Prescription Coverage:** **Generic:** 80%/20% - Min \$10/Max \$15 // **Brand:** 70%/30% - Min \$20/Max \$40 //

**Non-Formulary:** 60%/40% Min \$40/Max \$80 // **Specialty:** 80%/20% Min \$50/Max \$100

**Mail Order Rx Program:** **Generic** 80%/20% - Min \$20/Max \$25 // **Brand** 70%/30% Min \$40/Max \$80 //

**Non-Formulary** 60%/40% Min\$80/Max \$160 // **Specialty** 80%/20% Min \$100/Max \$200. After maintenance prescriptions are filled twice at the pharmacy, future refills are required to be filled using the mandatory mail order Rx program or at a CVS pharmacy location.

### **Medical Insurance Option Two: High Deductible Health Plan (HDHP)**

**Cost:** Employee: \$12 Single / \$36 Family per month; Employer: \$619 Single / \$1587 Family

**Deductible:** \$2,600 Single / \$5,200 Family (As Required by Affordable Care Act) – (\$50 per pillar met deposited into HSA)

**Co-Insurance:** 80%/20% In-Network after Deductible

**Out of Pocket Maximum (Deductible + Co-Insurance):** \$3,000 Single / \$6,000 Family

**Prescription Coverage:** Paid 100% after deductible

**Employee Bi-Weekly Payroll Contribution:** Amount to be set at open enrollment (similar to flexible spending) with an adjustment (increase/decrease) option period during the month of June. It is the responsibility of the employee to contact Human Resources by June 30, 2018 to request a contribution adjustment.

**Health Savings Account (HSA) Optional** – (HSA account to be opened by employee at financial institution of their choice)

**Employer HSA Match (yearly):** Up to \$400 Single / \$800 Family (based on employee contribution & active HSA account)

**Flexible Spending:** 2018 Maximum Election - \$2,600 / year with a \$500 carryover (Health Care)

**Vision:** PPO – Employee: Included / Employer: \$8 Single / \$21 Family; HDHP - Employee \$8 Single / \$21 Family

**Dental:** Employee: \$3 Single / \$25 Family; Employer: \$25 Single / \$53 Family

**Life Insurance:** \$75,000 Group Term Life/AD&D Insurance provided by the County at no cost to the Full Time Employee.

**Supplemental Benefits:** e.g. Life, Critical Life Events, Disability Income, Life Accident, Medical Bridge, Whole Life

**Spousal Inclusion Benefit \$200/Month:** Available to Employees *hired before January 1, 2018* who elect coverage on the County's plan for their spouse who works full-time, and who has health insurance available at their place of employment.

Employees hired *on or after January 1, 2018* cannot enroll spouse, if spouse is eligible for coverage on their employer's plan.

**Enrollment Process:** Visit <https://trustmark.benselect.com/Enroll>.

**USERNAME:** Employee full SSN (Ex: 123456789, no spaces or dashes)

**PASSWORD:** Last 4 of employee SSN and last two of employee birth year (Ex: Birth year 1990 Username: 678990)

**DISCLAIMER:** This document is for reference purposes only. Please contact plan carriers for official plan summaries (website/800 number on back of card).

Rev. 09/22/17