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Revised Final December 15, 2019

AGREEMENT

BETWEEN THE  
LAKE COUNTY NARCOTICS AGENCY

and

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION (O.P.B.A.)

Effective

April 1, 2019

through

March 31, 2022

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ARTICLE 1

AGREEMENT AND PURPOSE

Section 1.

This Agreement is made and entered into by and between the Lake County Narcotics Agency, Lake County, Ohio (hereinafter referred to as the Employer or Agency), and the Ohio Patrolmen's Benevolent Association, (O.P.B.A.), representing the Narcotics Agents (hereinafter referred to as the Agents or Bargaining Unit employees).

Section 2.

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

specifically referred to, or covered in this Agreement.

Section 3.

This Agreement is made for the purpose of promoting harmonious relations between the Agency and the Bargaining Unit employees.

ARTICLE 2

RECOGNITION

Section 1.

The Lake County Narcotics Agency hereby recognizes the Ohio Patrolmen's Benevolent Association, as the sole and exclusive bargaining agent for the purpose of collective bargaining on all matters related to wages, hours, and terms and conditions of employment including all full-time Narcotics Agents and all full-time Pharmacy Investigators below the rank of Sergeant of the Lake County Narcotics Agency.

Excluded from the Bargaining Unit are all agents of the rank of Sergeant and above, all Management, Supervisor, and Professional employees, seasonal, casual, part-time or intermittent employees and all other employees of the Lake County Narcotics Agency.

ARTICLE 3

NON-DISCRIMINATION

Section 1. - DISCRIMINATION PROHIBITED

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, creed, color, national origin, age, sex, or handicap.

Section 2. - UNION MEMBERSHIP OR ACTIVITY

Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

Section 3. - UNION FAIR REPRESENTATION

The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the Bargaining Unit.

## ARTICLE 4

### MANAGEMENT RIGHTS

#### Section 1.

It is understood and agreed that the Agency possesses the sole right and authority to operate and direct the employees of the Agency in all aspects, including, but not limited to, all rights and authority exercised by the Agency prior to the execution of this Agreement, except as modified in this Agreement. These rights include, but are not limited to:

Determine its location, mission, policies, and to set forth all standards of service offered to the public; to maintain order, hire, assign, direct, transfer, classify, evaluate, promote, lay off employees; to relieve, discharge, suspend, demote, discipline newly hired probationary employees at the discretion of the Agency without recourse through this Agreement; to suspend, discipline, demote, or discharge employees for just cause; to make, publish, and enforce rules and regulations; to determine classifications, size, duties, and qualifications of the work

force; to determine the shifts, schedule and assign work, including overtime; to reorganize, discontinue or enlarge any department, or portions thereof; to determine the methods, means, and numbers of personnel and establish the standards of such work and to introduce new or improved methods, equipment or facilities; to contract out for goods and services; to take any and all actions as may be necessary to carry out the mission of the Agency in situations of civil emergency as may be declared by the Board of the Lake County Narcotics Agency.

#### Section 2.

The Board of the Lake County Narcotics Agency has the sole right and authority to determine the purpose and mission of the Agency and the amount of budget to be adopted thereto.

#### Section 3.

If in the sole discretion of the Board of the Lake County Narcotics Agency, it is determined that extreme civil emergency conditions exist, including but not limited to, riots, civil disorders, tornado conditions, floods, or other similar catastrophes, the provisions of this Agreement may be suspended by the Board during the time of the declared emergency, provided

that wage rates and monetary fringe benefits shall not be suspended. Should an emergency arise, the Board shall advise the Union Steward or the next highest officer of the Union of the nature of the emergency. The Board shall follow up said advice in writing as soon thereafter as practicable and shall forward said written notice to the Union Steward.

Not more than ten (10) days after a declared emergency has ended, the provisions of this Agreement shall regain full force and effect.

## ARTICLE 5

### DUES DEDUCTIONS

#### Section 1.

The Lake County Narcotics Agency agrees to deduct from the wages of any employee who is a member of the Bargaining Units, all O.P.B.A. membership dues uniformly required. The O.P.B.A. will notify the County in the event of a change in the amount of dues it charges.

#### Section 2.

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



provisions of this Article.

Section 3.

All O.P.B.A. dues collected shall be paid over by the County on a monthly basis and forwarded to Ohio Patrolmen's Benevolent Association, 10 Beech Street, Berea, Ohio 44017, or such designated by the O.P.B.A..

ARTICLE 6

UNION REPRESENTATION

Section 1.

The Employer agrees that no more than one (1) accredited representative of the Ohio Patrolmen's Benevolent Association shall be admitted to the Employer's facilities and sites during working hours by appointment, with the Employer. The purpose of these visitations shall be to participate in the adjustment of grievances as outlined in Article 12, or at the request of the Employer, and/or attend other meetings as required by this Agreement.

The Union agrees that such activities shall not interfere with the normal work duties of employees except to the extent otherwise authorized in this Agreement. The Employer reserves the right to designate a reasonable meeting place for such

visits.

## ARTICLE 7

### NO STRIKE/NO LOCKOUT

#### Section 1.

The Union agrees for itself, its representatives, and members that none will directly or indirectly call for, instigate, sanction, encourage a strike, or any other concerted work stoppage or other job action designed to impair or impede the functions of the Lake County Narcotics Agency or any part thereof. The Agency agrees not to lock out any employee in the Bargaining Unit during the term of this Agreement.

#### Section 2.

The Union agrees to notify all Local officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating this Article to return to work.

#### Section 3.

The Employer may discipline any employee who violates this

Article, as set out in Disciplinary Action Article 11 of this Agreement.

Section 4.

Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE 8

SENIORITY

Section 1.

Seniority shall be an employee's uninterrupted length of continuous service within the Bargaining Unit at the Lake County Narcotics Agency from the last date of hire. An employee shall have no seniority for the probationary period provided in Article 9, but upon completion of the probationary period, seniority shall be retroactive to the date of hire.

Section 2.

Seniority shall be terminated when an employee:

- A. Quits or resigns;
- B. Is discharged for just cause;
- C. Is laid off for a period of more than twelve (12) consecutive months;
- D. Is absent without leave for three (3) or more work days unless proper excuse for the absence is shown

or if no notice was given, a satisfactory excuse for the failure to give notice;

E. Fails to report for work when recalled from layoff within three (3) calendar days from the date of receipt of recall notice sent by Certified Mail (to the employee's last known address as shown on the Agency's records).

F. Retires;

G. Fails to report for work within seventy-two (72) hours of expiration of an approved leave of absence, unless otherwise mutually agreed to extend, secured in writing.

## ARTICLE 9

### PROBATIONARY PERIOD

#### Section 1.

All newly hired employees of the Lake County Narcotics Agency shall serve an initial probation period. This period is one (1) year for employees hired who are certified peace officers or one (1) year from the date an employee obtains peace officer certification. While serving in the probationary period, it is the Employer's sole and exclusive right in determining to retain, discharge, suspend, or discipline such employees.

The Employer shall have just cause grounds to remove an employee who fails to complete or receive certification upon completion of the academy as a probationary failure. Such removal may occur at any time during the probationary period and shall not be subject to appeal.

Section 2.

Probationary employees shall be afforded Union representation and benefits as defined and set out in this Agreement, but, shall not be afforded recourse through the grievance procedure in disciplinary actions defined in this Agreement while serving the probationary period.

ARTICLE 10

LAY-OFFS AND ABOLISHMENTS

Section 1.

The Employer in its discretion shall determine whether layoffs, abolishment's, or reductions are necessary.

Section 2.

In the event the Employer determines to lay off employees, the following procedure shall be utilized:

- A. The Employer shall identify the affected classifications.
- B. Within the effected classification, temporary and/or seasonal, employees shall be laid off first and then

regular employees shall be laid off in the inverse order of seniority.

Section 3.

The Employer shall, in writing, notify affected employees of the layoff at least fourteen (14) calendar days in advance of the layoff. A copy of such notices shall be provided to the local designated Union representative.

Section 4.

Employees who have been laid off shall have their names listed on a recall list in order of seniority. Employees shall be eligible for a recall to the classification they were laid off from for a period of one (1) year. After one (1) year, the layoff will be considered a permanent separation.

Section 5.

The Employer shall send recall notices by certified mail, return receipt requested, and regular U.S. mail to the employee's last known address. Employees who fail to report for work within five (5) calendar days of the date of receipt of recall notice sent certified mail, or within seven (7) calendar days from the date mailed regular U.S. mail, shall be considered to have voluntarily terminated employment.

The Employer shall provide the local designated Union representative with a copy of the recall list and any notices of

recall sent to employees.

## ARTICLE 11

### DISCIPLINARY ACTION

#### Section 1.

The Employer may take disciplinary action against an employee for just cause. Based on the merits and severity of an offense, discipline of an employee shall normally follow the principal of progressive discipline taking into consideration prior discipline. The Employer may initially impose more severe discipline for serious offenses up to and including discharge.

#### Section 2.

Appeals of a disciplinary action of one (1) day or greater shall be filed as a grievance, Article 12 of this Agreement, at the Step Four (4) level, Arbitration, and shall be the sole and exclusive method of resolving such appeals.

Appeals of a disciplinary action including a written reprimand may be appealed as a grievance, Article 12 of this Agreement, at the Step Three (3) level. The response of the Director shall be final and binding on the parties and shall be the sole and exclusive method of resolving such appeals.

There shall be no appeal of a disciplinary action of verbal reprimands.

If prior progressive discipline, including verbal, written warnings lead to greater disciplinary action, such may be reviewed by the arbitrator in his determination of the appeal filed.

### Section 3.

Records of verbal reprimands shall cease to have force and effect after six (6) months from the date of issuance. Records of written reprimands shall cease to have force and effect after one (1) year from the date of issuance. Records of suspensions of three (3) days or less shall cease to have force and effect after five (5) years from the date of issuance. Records of suspensions of more than three (3) days shall cease to have force and effect after ten (10) years from the date of issuance.

### Section 4.

An employee may be suspended with pay at any time during the disciplinary process if, the Agency determines the employee's presence proposes a potential danger to persons or property, or would interfere with the Employer's operations.

### Section 5.

The employee shall be offered due process through a pre-disciplinary hearing before a detached Administrator assigned by the Agency.

The employee shall receive advance notice of the charges,



proposed action, date, place, and time. The notice shall also advise that the employee or his representative will be permitted to present evidence in his own behalf in the form of documentation and/or witnesses.

#### Section 6.

The employee has the right to respond to the allegations made against him. The employee also has the right to have his representative speak on his behalf and provide any documentation in the defense of the employee. The employee or his representative also has the right to cross examine any witness against him, and the employee also has the right to waive a pre-disciplinary hearing and proceed to arbitration for appeal.

#### Section 7.

If a record of the hearing, either written, taped or transcribed is made, it shall be made available to the employee upon request.

If such record is the result of an employee's desire to retain a court reporter, such costs shall be paid by the employee, including transcription. If both parties request the service, the charges shall be shared equally.

## ARTICLE 12

### GRIEVANCE PROCEDURE

#### Section 1.

The term "grievance" shall mean an allegation that there has been a breach, misinterpretation, or improper application of the express provisions of this Agreement. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement. Employee's appeals are subject solely to the grievance procedure and the State Personnel Board of Review or Civil Service Commissions have no jurisdiction to receive or determine any appeals relating to matters subject the grievance procedure.

#### Section 2.

A formal grievance shall be reduced to writing. All grievances must contain the following information and must be filed using the grievance form mutually agreed upon by the Union and the Employer:

1. Aggrieved employee's name
2. Date of the event leading to the grievance

3. A description of the incident giving rise to the grievance
4. Date grievance was filed in writing
5. Specific Articles of the Agreement violated
6. Desired remedy to resolve the grievance
7. Signature of grievant

Section 3.

All grievances must be processed at the proper step in order to be considered at the subsequent step. Nothing contained herein is meant to preclude the parties from mutually agreeing to waive one or more steps of the grievance procedure and process the grievance at a higher step.

Any grievance not answered by the Employer within the stipulated time limits may be advanced by the Union to the next step in the grievance procedure. Any grievance not advanced to its next step within the stipulated time limits by the Union shall be considered resolved at the last step's reply. All time limits on grievances may be extended upon mutual consent of the parties.

A grievance that effects the Bargaining Unit as a whole or a group of employees collectively may be filed as one (1) grievance and entered at Step 3 the Director's level. Discipline of multiple individuals shall not be considered a

group or Bargaining Unit as a whole.

Section 4.

It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum interruption of work schedules. Every responsible effort shall be made by the Employer and the Union to effect a resolution of grievances at the earliest step possible. Work days as defined in this Article shall be Monday through Friday, except for legal holidays. Toward this objective, the following procedure shall be as follows:

STEP 1 - The employee shall refer the written grievance to the appropriate supervisor within fifteen (15) work days of the occurrence which gave rise to the grievance. The supervisor shall have five (5) work days in which to schedule a meeting with the employee. The supervisor shall investigate and respond in writing to the employee within five (5) work days following the meeting date.

STEP 2 - If the grievance is not resolved in Step 1, the employee may refer the grievance to the Lieutenant, within five (5) work days after receiving the Step 1 reply. The Lieutenant shall have five (5) work days in which to schedule a meeting with the employee. The Lieutenant shall

investigate and respond in writing to the employee within five (5) work days following the meeting.

STEP 3 - If the grievance is not resolved at Step 2, the employee may refer the grievance to the Director within five (5) work days after receiving the Step 2 reply. The Director shall schedule a meeting with the employee within ten (10) work days from the date of the request to proceed to the Step Three (3) level. The Director shall investigate and respond in writing to the employee within ten (10) work days following the meeting.

STEP 4 - Arbitration - If the grievance is not satisfactorily settled in Step 3, the O.P.B.A. may make a written notice that the grievance will be submitted to Arbitration. A request for arbitration must be submitted within fifteen (15) calendar days following the date the grievance was answered in Step 3 of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the third step reply.

The Employer and the O.P.B.A. shall agree to request a Sub-Regional list of seven (7) arbitrators from FMCS within ten (10) working days of submission of the request for

arbitration. The parties shall select an arbitrator within ten (10) working days of receipt of the list.

For the first arbitration between the Employer and the Union during the term of this Agreement, the Union shall be the first to strike a name from the list, then the other party shall strike a name, and alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. All procedures relative to the hearing shall be in accordance with the rules and regulations of the American Arbitration Association.

For subsequent arbitrations, the first strike shall alternate between the parties.

The arbitrator shall hold the arbitration promptly and issue a decision within a reasonable time thereafter.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, in arriving at a determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall have no authority to determine any other issues not so submitted or to submit observation or declarations of opinion which are not directly essential in reaching a decision on the issues in

question.

The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator at the same hearing.

The decision of the arbitrator shall be binding upon the Union, and the Employer. All costs directly related to the service of the arbitrator shall be shared equally by the parties. Expense of any witnesses shall be borne, if any, by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

## ARTICLE 13

### INTERNAL INVESTIGATIONS

#### Section 1.

In the event, during an internal investigation, an employee becomes subject to a criminal action, the employee shall be afforded his constitutional rights according to law.

#### Section 2.

Any employee who is contacted by the Employer in an internal affairs investigation whether or not he is the subject of the investigation, shall cooperate fully by providing an oral and/or written statement of facts concerning the incident being investigated.

### Section 3.

The Employer will not in the course of an investigation obtain evidence through the use of administrative pressure, threats, coercion, or promise. The Employer, where probable cause exists, may require an employee to submit to sampling or testing such as blood, urine, breath, computer voice stress analysis (CVSA) or polygraph testing, to be used in the internal investigation process. A confirmation test will be performed for any positive drug or alcohol test by an outside agency. The results of such testing shall not be the sole and exclusive evidence used in a disciplinary action by the Employer.

### Section 4.

Except in such cases where immediate action is necessary, any interview or hearing shall be conducted at a reasonable hour at a location of the Employer's. Such interview shall be conducted for a reasonable period of time as the case may require and will allow adequate time for personal necessities such as use of rest room.



Section 5.

If such investigation leads to disciplinary action, the employee shall receive a copy of the recommended action and a copy of the final Departmental or Administrative decision as a result of such investigation.

Section 6.

In the event that an internal investigation is based on accusations made by a citizen, such accusations shall be in writing and signed by the party or parties who have made such accusations. If a citizen complaint is utilized in an internal investigation, a copy shall be afforded to the employee.

Section 7.

The parties agree that there shall be no press release regarding the employee under investigation, or nature of the investigation until the investigation is completed or the employee is charged in a criminal action.

ARTICLE 14

HOURS OF WORK AND OVERTIME

Section 1.

A week shall be defined as seven (7) days beginning at 12:01 A.M. Sunday morning, and ending midnight on Saturday night, with an established week consisting of forty (40) hours

per week.

#### Section 2.

A day shall be defined as twenty-four (24) hours, beginning at the starting time of the employee's scheduled work day. Such days shall be scheduled consecutively.

#### Section 3.

The normal work day shall be eight (8) consecutive hours of work within a twenty-four (24) hour day, which shall not include a one half (1/2) hour unpaid meal period where an employee leaves his assignment (providing an emergency situation does not exist, which would automatically preclude it).

This section is intended to define the normal hours of work per day and nothing contained herein shall be construed as preventing the Agency from restructuring the normal work day or work week such as adopting a four (4) day, ten (10) hours per day schedule in the best interests of the Agency. In the event of such change, an employee's schedule shall be set in a manner to provide consecutive days off. Such schedule change shall not require an employee to work more than seven (7) consecutive days, without being subject to the overtime provision.

#### Section 4.

Normal schedules shall be posted for one (1) month periods,

five (5) days in advance. In the event of unusual circumstances that require the Employer to change existing schedules to meet unforeseen demands, employees shall be given a twenty-four (24) hour notice of such change. No employee shall have their schedule changed for the purpose of avoiding overtime, except as set out above in this section.

Section 5. - OVERTIME

The Employer shall determine the necessity to schedule overtime and the amount required thereof. All overtime work is subject to the approval of the Director or his designee.

Section 6.

Overtime shall be defined as those hours worked in excess of the normal scheduled work day or work week, except where additional hours are required due to the rotation of shifts.

Overtime shall be paid at the rate of time and one-half (1-1/2) the employee's base hourly rate. Paid holidays, vacation days, and sick days shall be a part of the normal work week for the purpose of computing overtime and shall reflect as in active pay status.

Compensation for those hours worked on a holiday shall be paid at a rate of time and one-half (1-1/2) the employee's base hourly rate in addition to the holiday pay.

Section 7. - COMP TIME

The employee may elect to receive compensatory time off in lieu of overtime pay and must select the method of payment prior to the end of the pay period. Employees may accumulate compensatory time to a maximum of eighty (80) hours. Any overtime worked in excess of the eighty (80) hour maximum shall be paid.

Section 8.

Upon termination for any reason, an employee or the estate in the case of death, shall be paid for any accrued, unused compensatory time to the employee's credit.

Section 9.

Subject to the approval of the Employer, compensatory time off shall be scheduled in a manner as not to interfere with the efficient operation of the department. Such request shall be provided to the Employer at least seventy-two (72) hours prior to the use of such time.

Section 10. - CALL-IN PAY

When an employee is called at home, after the employee's scheduled hours of work have ended and without pre-arrangement, the employee responds to the request from the Employer to report to work, he shall be eligible for call-in pay. Work done in this manner shall be compensated with a minimum of four (4) hours pay at the applicable rate and in compliance with the

overtime provisions of this Article. There shall be no call-out pay minimum for those four (4) hours contiguous to an employee's assigned shift.

Section 11. - COURT TIME

When an employee is required to perform court duty outside his assigned shift, he shall be compensated at a minimum of four (4) hours pay at the applicable rate and in compliance with the overtime provisions of this Article.

ARTICLE 15

LEAVE OF ABSENCE

Section 1.

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

Section 2.

An employee may apply to the Director for a leave of absence without pay which normally will not exceed six (6) months.

Such leaves shall be for good cause and subject to approval by the Director. There shall be no leave granted to permit employees to work elsewhere. An employee who accepts other employment while on a leave of absence as stated above, shall be deemed to have resigned as of the date that the leave began.

Section 3.

An employee on an approved unpaid leave may make arrangements to pre-pay the cost and expense to maintain their insurance through the County as allowed by appropriate carrier.

Section 4.- ABUSE OF LEAVE

If it is found that a leave is not actually being used for the purpose for which it was granted, the Employer may cancel the leave and direct the employee to report for work by giving written notice to the employee.

The Employer shall send by certified mail to the employee's last known address, a notification of cancellation or termination of leave. An employee who fails to return to duty within three (3) working days of the completion or a valid cancellation, as stipulated above, of a leave of absence without pay, may be removed from the employment of the Agency. An employee who fails to return to service from a leave of absence without pay and is subsequently removed from the service is

deemed to have a termination date corresponding to the starting date of the leave of absence without pay.

Section 5. - RETURN TO SERVICE

Upon completion of a leave of absence without pay, the employee shall be returned to the same or similar position with the employee's former classification. The employee 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 the employee and the employer.

Section 6.- SERVICE CREDIT

Any employee on such unpaid leave of absence shall not earn sick leave pay during such leave period, nor shall they be entitled to any holiday pay for any holidays falling within such leave. Such leave shall not be used in computing time for vacation or longevity.

Section 7.- PREGNANCY, CHILDBIRTH, AND RELATED MEDICAL CONDITIONS

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

- A. Length of Leave. Leaves of absence shall be limited to the period of time that the pregnant employee is unable to perform the substantial and material duties

of the employee's position. This period may include reasonable pre-delivery, delivery, and recovery time, as certified by a physician, normally not to exceed six(6) months.

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

C. Sick Leave Usage. A pregnant employee shall be permitted to use any or all of the employee's accumulated sick leave credit only for the period of time, as certified by the physician's certificate, that the employee is unable to work as a result of pregnancy, childbirth, or related medical conditions.

#### Section 8.- MEDICAL LEAVE

A leave of absence without pay due to a disabling illness, injury, or condition may be granted by the Employer upon exhaustion of accumulated sick leave, upon presentation of



evidence as to the probable date of return to active work status. The employee must demonstrate that the probable length of disability will not exceed six (6) months. The granting of a leave of absence without pay will be subject to the rules regarding leaves of absence without pay.

- A. A medical examination or satisfactory written documentation substantiating the cause, nature, and extent of the disabling illness, injury, or condition shall be required prior to the granting of a leave of absence unless the employee is hospitalized at the time of the leave of absence is to begin.
- B. Leave of Absence Without Pay. An employee receiving a leave of absence without pay due to a disabling illness, injury, or condition is subject to the provisions of the leave of absence without pay rule regarding return from and abuse of such laws.
- C. Reinstatement. The employee requesting reinstatement from a medical leave shall submit medical documentation establishing that the disabling illness, injury, or condition no longer exists, and such medical documentation must show that the employee has recovered sufficiently from the disabling illness,

injury, or condition so as to be able to perform the substantial and material duties of the position to which reinstatement is sought. The cost of such examination shall be paid by the employee.

- D. Failure to be Reinstated. An employee who fails to apply for reinstatement or is found not to be fit for reinstatement after proper application and examination, shall be ineligible for reinstatement and shall be deemed as permanently separated from service as of the date which the employee was given a leave without pay.

#### Section 9.- MILITARY LEAVE

Paid and unpaid military leaves shall be regulated pursuant to the applicable state laws governing such.

#### ARTICLE 16

#### INJURY LEAVE

#### Section 1.

Where an employee has been injured on duty while administering law enforcement activities, which renders the employee unable to return to work as determined by a licensed physician, and which injury is not contested by the Agency, the Agency shall pay the difference between applicable state

benefits and the regular salary. Compensation shall begin on the fourth (4th) scheduled work day and ending on the thirtieth (30th) calendar day from the date of injury. If the resulting absence is greater than fifteen (15) scheduled work days, the payment shall commence from the date of injury.

In the case of an injury on duty, an employee may use accrued sick time if available for the first three (3) days absence. In the event sick time is used and such injury leave is for a period greater than fifteen (15) days, such time will be credited back to the employee's sick leave account.

Payment for such injury on duty shall be made via normal payroll check. Upon application of a Workers' Compensation claim, the employee shall execute an assignment of any such benefits equal to the amount of sick leave the employee is eligible for, from the date of injury not to exceed thirty (30) days. Up to an additional thirty (30) days of leave may be granted at the discretion of the Employer.

The Agency shall also offer a buy back of sick leave by assignment of Workers' Compensation benefits equal to the percentage value of compensation for up to a total of twelve (12) weeks. This percentage buy back shall be for the second six (6) weeks of an employee's injury leave and shall be calculated on such sick leave the employee is eligible for, if

any.

## Section 2.

Re-credited sick leave paid as injury leave and buy back sick leave shall be used first upon return to service for absences covered by sick leave and shall not earn additional vacation or sick leave.

Injury leave and buy back sick leave shall be offered on a one (1) time basis per incident to be used within a one (1) year period of time.

An employee initially using a portion of said leave shall be entitled to use the remaining period of time available if additional time over four (4) consecutive work days of absence are required for the same injury.

## Section 3.

Such injured employee shall provide the Agency the attending physician's certification of physical condition with anticipated date of return to service.

The Employer may require written proof of continuing disability from the employee's physician and may require an examination of the employee by a physician of the Agency's choice to determine continued disability. Such examination will be at the Agency's expense. If such examination determines said

employee is physically able to return to active full-time employment, the Agency shall direct the employee to return to work on the next Monday following the conclusion of the examination. Failure by the employee to return to work as directed will be considered a voluntary resignation, unless an appeal is filed with the Agency not later than the third (3rd) regular business day after the notice to return to work is received. If an appeal is filed, a third physician shall mutually be chosen for an examination with such cost being paid by the employee.

## ARTICLE 17

### FITNESS FOR DUTY

#### Section 1.

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

#### Section 2.

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

Such initial determination may be based on the employee's physician's medical statement or, at the Employer's expense, an

employee may be required to submit to a medical examination to determine fitness for duty.

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

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

### Section 3.

In cases, other than injuries where the employee is receiving compensation through Workers Compensation or other self funded program, where the condition allows use of sick leave, removal shall not occur prior to exhaustion of accrued sick leave or until accrued vacation, holiday, or compensatory time is exhausted.

## ARTICLE 18

### SICK LEAVE

#### Section 1.

Employees shall earn Sick Leave at the rate of 4.6 hours for each completed and paid eighty (80) hours of service. Such accumulation shall not exceed fifteen (15) days in any one (1)

year period. Credit is given for all time in active pay status, including vacation and sick leave. No credit shall be given for hours worked in excess of eighty (80) hours per pay period as overtime, or for time of any absence without pay.

Sick Leave is charged in minimum increments of one (1) hour as used. The employee shall be charged for Sick Leave only for days upon which they would otherwise have been scheduled to work.

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

- A. Illness, injury, or pregnancy-related conditions of the employee.
- B. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
- C. Examination of the employee, including medical, psychological, dental or optical examination by an appropriate practitioner.
- D. Death of a member of the employee's immediate family which shall be spouse, father, mother, employee's grandparents, brother, sister, children, step children and current step mother or step father, mother-in-law, or father-in-law.

E. Illness, injury or pregnancy condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee's family member, which shall be defined as spouse and dependent children.

Section 2. - PROCEDURE

An employee who is ill and unable to report to work shall so notify their immediate supervisor within one-half (½) hour of their scheduled starting time. A shift worker must report the reason for their absence two (2) hours prior to their scheduled starting time, except for unusual circumstances beyond their control.

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

If illness or disability continues past the time covered by earned Sick Leave, the employee may be granted a Leave of Absence without Pay.

Section 3. - ABUSE OF SICK LEAVE

Situations where an employee does have Sick Leave accrued to cover an absence and a supervisor can substantiate the abuse of sick time, either on an individual case or by virtue of a



demonstration pattern, they shall have the right to challenge the use of this time under use of sick leave. Applications for Sick Leave with intent to defraud or abuse shall be grounds for disciplinary action which may include dismissal.

After three (3) continuous working days of illness, a physician's statement may be required upon request of the Director.

Section 4. - UNUSED SICK LEAVE PAYMENT

For employees' employed prior to 1/1/2021; the schedule for the payment of accrued unused sick leave is based upon 960 hours and is outlined in Section 5 below.

The terms of this section are based upon the death, resignation, or retirement in good standing of employment of the Agency.

Section 5. - ACCRUED UNUSED SICK LEAVE PAYMENT SCHEDULE

<u>NUMBERS YEARS OF EMPLOYMENT</u>	<u>NOT TO EXCEED PERCENTAGE OF ACCRUED UNUSED SICK TIME (HOURS)</u>	<u>MAXIMUM OF HOURS</u>
From 5th Year Thru 9th Year Inc.	25 Percent	240 Hours
From 10th Year Thru 14th Year Inc.	50 Percent	480 Hours
From 15th Year Thru 19th Year Inc.	60 Percent	576 Hours
From 20th Year Thru	70 Percent	672 Hours

24th Year Inc.

From 25th Year Thru 29th Year Inc.	80 Percent	768 Hours
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From 30th Year Thru 34th Year Inc.	90 Percent	864 Hours
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From 35th Year Or Over	100 Percent	960 Hours
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Any payment made under this provision eliminates all sick leave credit accrued but unused by the employee at the time payment is made.

Years of employment for purposes of cash out shall mean years of full-time employment with the Lake County Narcotics Agency.

Section 6

Employees employed on or after January 1, 2021, employees who have completed not less than ten (10) years of full-time employment with the Employer whose employment is terminated due to death, retirement or resignation shall be entitled to receive a payment equal to fifty (50%) percent of their accumulated unused sick leave not to exceed a maximum payment of four hundred eighty (480) hours.

ARTICLE 19

VACATION

Section 1.

Each full-time employee, after one (1) year of service is entitled to vacation leave with pay as specified in the following schedule:

<u>YEARS OF SERVICE</u>	<u>YEARLY ENTITLEMENT</u>
Less Than 1 Year	-0-
1 Year but less than 7 Years	3.1 hrs. per 80 hr. pay period
7 Years but less than 12 Years	4.6 hrs. per 80 hr. pay period
12 Years but less than 20 Years	6.2 hrs. per 80 hr. pay period
20 Years or more	7.7 hrs. per 80 hr. pay period

Section 2.

Vacation leave should be taken in the year it is earned. An employee may be allowed to accumulate and carry over one (1) week vacation to be used in the following year.

If the Employer cancels an employee's vacation and additional time is not available to reschedule the vacation, any unused vacation not eligible to be carried over to the following year shall be converted to pay and paid to the employee in the first pay period the following calendar year.

Section 3.

No vacation leave shall be credited for overtime hours worked.

Section 4.

If an employee works less than their normally scheduled

work hours in a given bi-weekly pay period, their vacation leave credit shall be strictly proportionate to the total number of hours of active pay status.

Section 5.

Employees will be paid in full for all unused vacation time at point of termination after one (1) year of service.

Section 6.

If the receiving appointed authority agrees, vacation may be transferred between appointing authorities.

Section 7.

Agency seniority shall prevail for vacation requests made prior to February 15th of each year. Requests made after such date shall be scheduled on a first come, first serve basis.

ARTICLE 20

HOLIDAYS

Section 1.

The following paid holidays shall be granted to employees of the Lake County Narcotics Agency:

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

## Christmas Day

Effective 2020, the day after thanksgiving will be added to the list of Holliday's.

### Section 2.

In the event that any of the aforementioned holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the aforesaid holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday. The same principle applies for those employees who have regularly scheduled days off other than Saturday and Sunday.

### Section 3.

The Employer shall grant the use of three (3) personal days per year. Such days shall be scheduled in advance as not to interfere with the efficient operation of the Agency.

Such days will be used in lieu of a scheduled work day and shall be compensated at the employee's normal base rate of pay.

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

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

Section 4.

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

Employees shall schedule not less than a full day increment and shall not be allowed to schedule days off in anticipation of earning sick time to meet the required banked hours and shall not be scheduled in a manner that creates overtime. Such personal days are not cumulative from year to year. Such days shall be scheduled in advance as not to interfere with the efficient operation of the Agency.

ARTICLE 21

WAGES

Section 1.

Special Agents and Pharmacy Investigators shall be compensated based on the schedules set out in Addendum "A" of this Agreement.

Wages for 2019 shall be retro active to the pay period that includes April 1, 2019 for employees employed upon execution by the Lake County Narcotics Board and the Lake County Board of

Commissioners.

In 2019 wage schedules shall reflect a 2.0 % increase Plus an additional five cents (.05 ) in 2019.

Wage increases in 2020 and 2021 shall reflect a 2 1/4 % and 2 1/4 % in the second and third years of the Agreement effective in the pay periods that include April 1<sup>st</sup> of each year.

There shall be a one time cash payment of Twelve hundred (\$1,200) dollars for employees employed upon execution by the Board of Lake County Board of Commissioners.

#### Section 2.

Original appointment shall normally be at the lowest step of the wage scale. The effective date of appointment and Agency seniority shall be set effective with the first (1st) date an employee is required to report to duty.

Upon completion of each year of service with the Agency, the employee shall advance to the next step until reaching the maximum step.

If the Employer determines a new employee's skills, training or experience exceeds the entry level rate, the Employer may place the employee at a higher rate within the wage schedules not higher than step three (3).

#### Section 3.

An employee assigned to act in a team chief capacity as

determined by the Employer, shall be compensated at their respective step rate, with an additional five percent (5%) of such base rate.

Section 4. Education Pay

Effective in 2019, employees who have obtained either an Associate of Arts Degree or a Bachelor of Arts/Bachelor of Science degree shall receive annually in the first pay of November each year \$ 400.00 for the Associate Degree or \$ 800.00 for a Bachelor Degree.

NOTATION: Payments shall begin after an employee has been employed one (1) year. This payment will be made once each year to each qualified person based on his particular maximum qualification and not accumulative. All payments will be based upon submission to the department sufficient documentation that the course(s) or degree has been completed. All course(s) or degree(s) must be from an approved and accredited college or university.

ARTICLE 22

WORKING OUT OF CLASSIFICATION

Section 1.

When the Employer assigns an employee to work in a higher classification on a temporary or emergency basis to replace



employees who are off or to supplement the work force, the employee shall be compensated at the higher rate of pay.

The employee shall be compensated at the entry level rate of such position at an additional (5%) when acting in a team chief capacity or at ten percent (10%) when acting in a Sergeant's capacity, whichever is greater depending on which position is assigned. Employees temporarily assigned to work below their classification shall receive their regular rate of pay, except in cases which are a result of demotion or disciplinary action.

## ARTICLE 23

### HOSPITALIZATION AND LIFE INSURANCE

#### Section 1.

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

#### Section 2.

Upon appointment to the Agency, the Employer shall provide a term life insurance policy for the sum of ten thousand dollars

(\$10,000.00). The Agency shall pay one hundred percent (100%) of such costs.

Employees may also purchase additional Life Insurance at the County rate as established under the terms of the County policy.

## ARTICLE 24

### EDUCATIONAL ASSISTANCE

#### Section 1.

The County of Lake provides an educational assistance program to its employees. Employees of the Lake County Narcotics Agency are eligible to request educational assistance through the County's program.

#### Section 2.

Requests for educational assistance shall be submitted to the Director. Upon the Director's initial approval, the request will be forwarded to the County Commissioners Office for final approval pursuant to Section 325.191 of the Ohio Revised Code.

#### Section 3.

Since the program is offered to the employees of the Lake County Narcotics Agency through the County's program, the eligibility, amount, requirements, approval and all other aspects are subject to those rules, regulations and policies

established under such plan by the County.

ARTICLE 25

LEGAL DEFENSE

Section 1.

The Agency shall maintain professional liability insurance at the Agency's expense during the life of this Agreement.

Section 2.

As provided by carrier of such insurance, or County Prosecutor, the legal defense of an employee shall be provided in any lawsuit alleged to have arisen out of any act or failure to act within the scope of the employee's duties. This provision would be applicable providing such act or failure to act was not malicious or motivated for private gain and did not constitute misfeasance, malfeasance, or nonfeasance.

ARTICLE 26

LABOR-MANAGEMENT/SAFETY COMMITTEE

Section 1.

A Labor-Management/Safety Committee shall be established to discuss matters of mutual concern within the department.

The Committee shall consist of two (2) representatives of the Bargaining Unit of which one (1) representative may be an agent of the international, and two (2) members of the Employer

and shall meet not less than two (2) times a year or as jointly determined.

Section 2.

At the conclusion of such meetings, an account of all issues discussed shall be prepared and provided to each of the parties.

Section 3.

The results of such meetings shall not alter the provisions of this Agreement.

Section 4.

An employee who feels an unsafe condition exists or has not been resolved through the Labor-Management/Safety Committee, may process such complaint as a grievance under the terms of this Agreement.

ARTICLE 27

PERSONNEL FILES AND POLICY

Section 1.

The Lake County Narcotics Agency shall maintain the only individual personnel file of an employee. Any Bargaining Unit employee shall be permitted to review his personnel files with two (2) business days written notice to the Employer.

Section 2.

Should an employee upon review of his file, read/observe

material of a negative or derogatory nature, said employee may provide a written and signed comment in rebuttal, mitigation or explanation of said adverse material.

Section 3.

The Employer shall comply with Public Records provisions as required by Law.

Section 4.

Employees shall be advised of materials that are put into his file except that form relating to vacation, sick leave, and routine personnel action forms shall be placed in file without notice. Reasonable copies shall be supplied to the employee upon request. Copies of transcripts or legal proceedings shall be available upon request at a rate established by the Agency.

ARTICLE 28

WORK RULES

Section 1.

The Agency may prepare, issue and enforce rules and policy regulations necessary for the safe, orderly and efficient operation.

Section 2.

In the event of a new or a change in the existing rules and regulations, such shall be posted on the bulletin board five (5) days prior to implementation. In critical situations where a

change is required sooner, each employee shall receive a copy of such change.

## ARTICLE 29

### BULLETIN BOARD

#### Section 1.

There shall be established and maintained for the duration of this Agreement, a bulletin board on the Agency's premises. The location of the bulletin board shall be in an area where all employees have easy access to, but outside the view of the general public. The size of the bulletin board shall be limited to two (2) foot by three (3) foot.

#### Section 2.

All notices shall be posted by the Designated Bargaining Unit member. Union notices relating to union newsletters, union meetings, union appointments, union elections and outcomes, and recreational and social affairs may be posted without the appointing authority's prior approval. Any adverse or slanderous materials against the Agency or the O.P.B.A. shall be removed upon notification to the designated Bargaining Unit member.

ARTICLE 30

CLOTHING ALLOWANCE

Section 1.

Effective with commencement of this agreement, employees shall receive a one (1) time annual check, less taxes, for a clothing allowance. Such allowance paid in January of each year of the Agreement shall be \$1,250.

The clothing allowance shall be paid in the second (2<sup>nd</sup>) pay period of January each year, to employees employed on January 1 of the respective year.

New employees shall receive a pro-rata amount of the clothing allowance equal to one-twelfth (1/12) for each full month of employment in the previous year prior to January 1.

Employees who terminate service prior to January 1 of any year shall not be entitled to a clothing allowance.

ARTICLE 31

MISCELLANEOUS

Section 1.

Solely at the discretion of the Employer an employee's temporary disability over three (3) consecutive work days, but

not to exceed twelve (12) weeks may be accommodated to allow them to work in some capacity. Such discretionary accommodation shall not be subject to a grievance or arbitration procedure set out in this Agreement.

An employee may be required to perform such limited service within limitations prescribed by a physician.

## ARTICLE 32

### CONFORMITY TO LAW

#### Section 1.

This Agreement shall be subject to and subordinated to any present and future Federal and State laws, and the invalidity of any provisions of this Agreement by reason of any such existing or future law shall not effect the validity of the surviving provisions.

If the enactment of legislation or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision thereof had not included herein.



ARTICLE 33

DURATION

Section 1.

This Agreement shall be effective April 1, 2019 and continue in force and effect until March 31, 2022 and thereafter, unless modified or changed by mutual agreement.

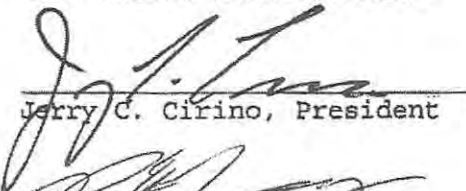
Section 2.


Either party desiring to amend or modify this Agreement shall give the other party written notice of such intentions at least sixty (60) days prior to the established initial termination date of this Agreement.


The Agreement may be terminated after the initial expiration date by either party to the other with seventy-two (72) hours of advance written notice.

IN WITNESS WHEREOF, the parties have caused this contract to be executed on this 19<sup>th</sup> Day of December 2019.

LAKE COUNTY COMMISSIONERS


  
Jerry C. Cirino, President

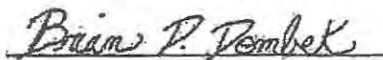
  
Ron Young, Vice President

  
John R. Hamercheck, Commissioner

OHIO PATROLMEN'S BENEVOLENT  
ASSOCIATION (O.P.B.A.)







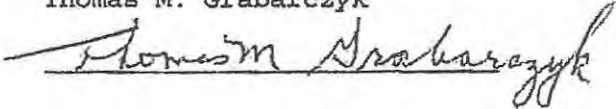
LAKE COUNTY NARCOTICS AGENCY  
EXECUTIVE COMMITTEE

  
Randy Iee, Chairman

LAKE COUNTY NARCOTICS AGENCY  
DIRECTOR, David Frisone



LABOR RELATIONS MANAGEMENT, INC.  
Thomas M. Grabarczyk



ADDENDUM A  
PURSUANT TO ARTICLE 21 WAGES

SPECIAL AGENT WAGE SCALE

<u>EFFECTIVE THE PAY PERIOD THAT INCLUDES APRIL 1, 2019</u>	<u>EFFECTIVE THE PAY PERIOD THAT INCLUDES APRIL 1, 2020</u>	<u>EFFECTIVE THE PAY PERIOD THAT INCLUDES APRIL 1 2021</u>
1. 27.61	1. 28.23	1. 28.87
2. 29.08	2. 29.73	2. 30.40
3. 30.56	3. 31.25	3. 31.95
4. 32.07	4. 32.79	4. 33.53
5. 33.68	5. 34.44	5. 35.21

PHARMACY INVESTIGATOR WAGE SCHEDULE

<u>EFFECTIVE THE PAY PERIOD THAT INCLUDES APRIL 1, 2019</u>	<u>EFFECTIVE THE PAY PERIOD THAT INCLUDES APRIL 1, 2020</u>	<u>EFFECTIVE THE PAY PERIOD THAT INCLUDES APRIL 1 2021</u>
1. 27.03	1. 27.64	1. 28.26
2. 28.50	2. 29.14	2. 29.80
3. 30.00	3. 30.68	3. 31.37
4. 31.48	4. 32.19	4. 32.91
5. 33.10	5. 33.84	5. 34.60

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