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**AGREEMENT BETWEEN**  
**DELAWARE COUNTY SHERIFF**  
**AND**  
**OHIO PATROLMEN'S BENEVOLENT ASSOCIATION**  
**(Enforcement Supervisors' Unit)**

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**EFFECTIVE: January 1, 2022**

**EXPIRES: December 31, 2024**

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## **ARTICLE 1 - PREAMBLE**

This Agreement is entered into between the Delaware County Sheriff and the Ohio Patrolmen's Benevolent Association ("OPBA" or "Union"), to establish the wages, hours, terms, and conditions of employment between the parties. The parties intend the terms of this Agreement to supersede any Ohio Revised Code provision on the subjects. The responsibility of the County Commissioners and/or the Sheriff with regard to this Agreement is limited to their authority as established by the laws of Ohio.

## **ARTICLE 2 - RECOGNITION**

A. The Sheriff hereby recognizes the Ohio Patrolmen's Benevolent Association as the sole and exclusive representative for all employees included within the Bargaining Unit described in Section B of this Article on matters related to wages, hours, and other terms and conditions of employment, and the continuation, modification or deletion of an existing provision in this Agreement, and the resolution of questions arising under this Agreement.

B. Bargaining Unit. The Bargaining Unit shall include all Deputy Sheriffs holding the rank of Sergeant, Lieutenant or Captain (hereinafter referred to as employees or Members), and excludes the Sheriff, Chief Deputies, Majors, all personnel not sworn in accordance with Ohio Revised Code, § 311.04 and all other employees not specifically referenced herein.

C. Bulletin Boards. The Sheriff will provide OPBA bulletin boards in the following locations: one in the Squad Room and one in each substation. Only OPBA bulletins will be permitted to be posted on the boards.

D. Ballot Boxes. The OPBA shall be permitted, upon prior notification to the Sheriff, to place a ballot box in the squad room for the purpose of collecting members' ballots on all OPBA issues subject to ballot. Such box shall be the property of the OPBA and neither the ballot box nor its contents shall be subject to review by the office.

E. Use of Intra-Department Mails. The OPBA shall be permitted to use the intra-departmental mail system for the purpose of providing information pertaining to OPBA business or Bargaining Unit representation to Bargaining Unit Members. The OPBA agrees that the use of the mail system will be reasonable and limited to providing information that is necessary for the normal conduct of OPBA business or Bargaining Unit representation. All mail placed into the mail system by the OPBA shall be the property of the Bargaining Unit member to whom it is addressed, and such mail shall not be subject to review by the office.

The OPBA shall be permitted to use the Sheriff's Office e-mail system for the purpose of providing information pertaining to OPBA business or Bargaining Unit representation to Bargaining Unit Members. The OPBA agrees that the use of the e-mail system will be reasonable and limited to providing information that is necessary for the normal conduct of OPBA business or Bargaining Unit representation. There shall be no expectation of privacy for any e-mail communication over the Sheriff's Office or County e-mail system. If the OPBA elects to use the Sheriff's Office or County e-mail system, it shall adhere to any rules, regulations or policies applicable to e-mail distribution and use, and such e-mail may be subject to Sheriff's Office or County review.

F. Grievance/Liaison Representatives.

The OPBA shall designate not more than two (2) Grievance/Liaison Representatives per shift (one primary and one alternate), who shall be Bargaining Unit Members. The two representatives will be from the elected or appointed OPBA governing body, with a Director serving as the Chairperson. The Sheriff will be notified in writing of the OPBA's governing body designees. -

On any shift one Grievance/Liaison Representative may be allowed necessary time away from normal job duties and may remain in paid status to attend a meeting related to the processing of grievances or disciplinary investigations upon prior approval of the Sheriff or his designated representative. Grievance handling or disciplinary investigations outside a grievance representative's scheduled shift is not time worked or paid status. At no time shall attendance at grievance handling or disciplinary investigations by a Grievance/Liaison Representative result in overtime pay.

G. Grievance/Liaison Chairman.

1. The parties recognize the position of Grievance/Liaison Chairman, that position being held by an OPBA Director for the Sheriff's Office. The applicable Grievance/Liaison Chairman shall perform the following authorized functions:

- (a) Serve as an at large grievance coordinator with responsibility for general supervision and coordination of the grievances;
- (b) Represent the OPBA in investigating and in processing grievances;
- (c) Replace a Grievance Representative who is absent or unavailable;
- (d) Maintain the integrity and timeliness of the grievance procedure by such activities as providing advice and counsel to grievant's and/or Grievance Representatives;
- (e) Attend, as necessary, joint meetings of the parties relating to employer relations matters and/or grievances which come within the scope of this Agreement;
- (f) Act as Liaison between the OPBA, the Sheriff's office and/or County relative to employee relations matters under this Agreement and/or grievances under this Agreement.

H. Negotiating Committee. Deputies on the OPBA bargaining team may be given release time for bargaining occurring during their shift or time off from their shift because of their participation in bargaining outside their shift, with a maximum of one per shift per division, if the Sheriff or his designee determines that their absence will not underman his staff.

**ARTICLE 3 - DUES DEDUCTION**

A. During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the OPBA and the regular monthly OPBA dues from the wages of those employees who have voluntarily signed written dues deduction authorization forms permitting said deductions. No new written authorization forms will be required from any employees in the

bargaining unit for whom the Employer is currently deducting dues. Written authorizations shall remain in effect until revoked in writing by the employee.

B. The initiation fees, dues or assessments so deducted shall be in the amounts established by the OPBA from time to time in accordance with its Constitution and Bylaws. The OPBA Executive Director or designee shall certify in writing to the County Auditor the amounts due and owing from the employees involved.

C. The Employer shall deduct dues once per month from the second pay of the month in accordance with the union's written direction, to the extent there are wages owing to the employee to cover the deduction. If an employee is on medical leave, layoff or other extended unpaid absence, dues shall only be deducted for a period when wages are earned. If dues are owing for pay periods when the employee has no earnings or insufficient earnings to cover the deduction, the Employer shall deduct such dues out of future paychecks only upon the express written direction of the OPBA Executive Director or designee.

D. A check in the amount of the total dues withheld under this Article shall be tendered to the treasurer of the OPBA within thirty (30) days from the date of making said deductions.

E. The OPBA hereby agrees to defend and hold the Employer, its officials and employees, harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the OPBA shall indemnify the Employer, its officials or employees from any such liabilities or damages that may arise.

#### **ARTICLE 4 - NON-DISCRIMINATION**

A. The Sheriff agrees not to discriminate against employees with respect to their hire, terms and conditions of employment, and matters of discipline because of a employee's race, color, national origin, religion, sex, ancestry, disability, political activity which is not prohibited or limited by ORC Chapter 124, union activity, or because, he is in a protected age group defined by federal law.

B. Employees have the right to refrain from forming, joining, assisting or participating in union activity, or to engage in any such activity.

C. Any reference to the male gender in this Agreement shall be equally applicable to females.

D. The Employer may take any and all actions which are necessary to comply with the Americans with Disabilities Act.

#### **ARTICLE 5 - PROBATION**

Employees promoted to a new classification or rank into or within the Bargaining Unit must complete a probationary period of one (1) calendar year. Provided, however, for newly-promoted Sergeants, if the Sergeant uses more than 30 days of paid or unpaid leaves in the aggregate during the one year probationary period then the probationary period shall be extended

for the same length of time as the leave time used (e.g., if a newly-promoted employee uses 41 days, the probation shall be extended 41 days.)

For all bargaining unit employees, a probationary period may be extended by mutual agreement however it may not be extended beyond 24 months from an employee's date of promotion.

Probationary employees may be demoted for any reason and at any time prior to the completion of the probationary period. Such action shall not be grievable under the terms of the Agreement or otherwise subject to challenge. However, newly-promoted employees may file grievances concerning any matter not related to their probationary release, provided that such matter is otherwise grievable under the Agreement. Nothing in this Article should be construed to limit the Sheriff's ability to discharge an employee at any time pursuant to the terms of this Agreement.

## **ARTICLE 6 - CORRECTIVE ACTION AND RECORDS**

The Sheriff or his designee may file charges and administer discipline. The Sheriff (or staff officers) will not discipline a non-probationary employee without just cause.

A. The principles of progressive discipline below will be followed. The Sheriff may determine that higher levels of discipline are required at times. However, any discipline issued is subject to review in the Grievance Procedure.

1. The progression of discipline may include a minor reprimand, a formal reprimand and a suspension prior to discharge.

2. Verbal counseling provided to Members is not considered discipline. Such counseling may be provided at any time without notice or formal process and does not implicate Sections 7(A), 7(B) and/or 7(E). However, verbal counseling does not preclude the Sheriff from disciplining the Member or conducting investigations where discipline is being considered. The failure of an immediate supervisor to take disciplinary action shall not preclude any higher supervisory authority from initiating investigation and issuing discipline.

3. A suspended employee may use comp time, holiday time, vacation or personal days in lieu of suspension time being taken without pay, at the discretion of the Sheriff. If the use of such paid leave in lieu of suspension is approved by the Sheriff, the employee shall actually work the suspension time being paid by a deduction from the above accrued leave(s).

B. Review of Personnel Files - Any member shall be allowed, upon request, to review his or her personnel file between 8:30 a.m. and 4:30 p.m., Monday through Friday. Such request shall be made to human resources and review may (at the Sheriff's discretion) be made in the presence of human resources or a designated representative at a time of mutual convenience; or (at the Sheriff's discretion) review may be made via an email delivery. Release of personnel information to the public shall be in accordance with State and Federal laws, and the employer will notify the member that his or her personnel file has been released to a member of the public as soon as practicable. Any member may copy documents in his or her personnel file.

C. Inaccurate Documents - Should any member have reason to believe that there are inaccuracies in documents contained in his file, he may write a memorandum to the Sheriff

explaining the alleged inaccuracy. The Sheriff shall either remove the inaccurate document or attach the member's memorandum to the document in his file.

D. Duration of Records – All actions of record, including minor reprimands, formal reprimands, suspensions or discharge, will be maintained in each Member's personnel file according to the following retention schedule:

1. Minor reprimands will be removed from the Member's personnel file upon request one (1) year from the date of receipt, provided that no further discipline of the same or similar nature is imposed within one (1) year of the date of receipt of the reprimand.

2. Formal reprimands will be removed from the Member's personnel file upon request two (2) years from the date of receipt, provided that no further discipline of the same or similar nature is imposed within two (2) years of the date of receipt of the reprimand.

3. Suspensions will be removed from the Member's personnel file upon request three (3) years from the date of receipt, provided that no further discipline has occurred within three (3) years of the date of receipt of the suspension.

4. Discharges remain in a Member's personnel file indefinitely.

E. The Sheriff will keep only (1) set of personnel files on any bargaining unit member. This will not include records kept on matters of payroll.

#### **ARTICLE 7 -DISCIPLINE MEETING**

A. An employee has the right to be accompanied by an OPBA representative (or designated alternate) when the Sheriff or his designate wants to meet with the employee to discipline him or conduct investigations where discipline is being considered.

B. An employee is entitled to union representation at investigatory interviews which the employee reasonably believes could lead to discipline (the Weingarten standard) and at grievance meetings. There is no entitlement to union representation at other employer-employee meetings that are relevant to the employment relationship.

C. Disciplinary meetings will be held on work time except when the matter concerns third shift. Disciplinary meetings involving third shift personnel will be scheduled between 8:30 a.m. and 4:30 p.m., unless mutually agreed to the contrary by all concerned parties. Disciplinary meetings for all other employees will be held between 8:30 a.m. and 4:30 p.m., unless mutually agreed to the contrary by all concerned parties.

D. Polygraph, computerized voice stress analysis (CVSA), mechanical or chemical means to investigate employees shall first be checked for their accuracy before being used or administered. These methods will not be used unless the Sheriff has reasonable suspicion that a violation of policy, procedures, or unlawful activity has occurred. Questions asked during the course of any test administered pursuant to this article shall be narrowly tailored to the specific allegations of misconduct by the deputy. When the CVSA is administered to a Supervisor, it will not be administered by a Deputy of lesser or equal rank. If there is no Deputy of greater rank qualified to administer the CVSA, the CVSA will be administered by an outside law enforcement agency, not an employee of the Delaware County Sheriff's Office. Also, the Sheriff



acknowledges that the results of any of the testing under this section will not serve as the sole basis of any disciplinary action taken against the deputy.

E. Before imposing a suspension or discharge, the Sheriff will give the Member notice and basis of charges and an opportunity to be heard prior to any disciplinary action being taken. A Member may use an OPBA representative to assist in addressing the charges against him.

F. Written results of a formal investigation shall be provided to the Member. To the extent practicable, all formal investigations and notifications of discipline resulting therefrom will be completed within sixty (60) calendar days of the time that the employer receives notice of the conduct in dispute. If, after 60 days, the formal investigation and notification of discipline is not concluded, the Sheriff shall be entitled to extend the formal investigation and notification period by providing notice to the Member or his OPBA representative in writing (including e-mail) in thirty (30) day intervals as to the status of the formal investigation.

G. The Sheriff shall inform an employee that a complaint has been filed against him, the nature of the complaint, and the outcome of the complaint within a reasonable period of time. Written notification must be given. If after investigating the complaint, the Sheriff decides not to initiate a formal investigation of an employee, the information gathered about the complaint shall not be placed in the employee's personnel file. Nothing in this section prevents the Sheriff from compiling information on an employee accused of engaging in, or aiding and abetting any unlawful activity. Anonymous oral complaints may not be used as a basis for commencing an investigation unless either (a) there is corroborative evidence or (b) the anonymous oral complaint is reduced to writing and signed by either the complainant or the person who receives the anonymous oral complaint. It is in the Sheriff's discretion whether or not to initiate a formal investigation.

H. Where discipline is initiated by a supervisor and where the supervisor reasonably believes that no discipline greater than a formal reprimand may result, Section 7(E) shall not apply, and an investigation may be initiated and discipline issued without opening a formal investigation.

I. Refusing to answer questions about the employee's activity or of other employees' activities is grounds for insubordination. The employee shall be warned that he could be disciplined if he continues to refuse to answer questions about another employee or himself. However, Garrity warnings shall be rendered when appropriate.

J. An employee who is questioned as the subject of a disciplinary meeting or the Sheriff or the Sheriff's designee may require that the interview be tape recorded by the Sheriff, provided that everyone present is informed that the meeting is being recorded. Individuals other than the subject of a disciplinary meeting or the Sheriff or the Sheriff's designee may not require that the interview be tape recorded without the consent of the Sheriff or his designee. No individual other than the Sheriff or his designee may conduct and/or operate the tape recording process. If a tape recording is made, the Sheriff shall provide a copy to the employee.

K. All disciplinary action shall be conducted in a private and business-like manner.

L. The failure of an immediate supervisor to issue appropriate disciplinary action shall not preclude any higher supervisory authority from initiating a timely investigation and issuing appropriate discipline.

## **ARTICLE 8 - TRANSFERS AND ASSIGNMENTS**

A. A vacancy occurs when the Sheriff intends to fill an existing bargaining unit position which has become available on an indefinite basis, or when the Sheriff intends to create a new full-time bargaining unit position or add one to an existing classification. The Sheriff is required to fill any position posted pursuant to this article provided that there are qualified applicants. (See B(2) below) Any time a position is posted which the Sheriff intends to fill, the posted position shall be filled according to the listed criteria in Section (B)(2) below.

B. The Sheriff will fill vacancies as follows:

1. Posting – Upon a determination by the Sheriff that a vacancy exists and that such an assignment extends beyond 6 months, the Sheriff shall post the vacancy notice, naming the available job, duty hours, days off, and a detailed job description. The posting shall be for seven (7) calendar days. Interested candidates must apply within the seven (7) calendar day posting period by submitting a letter of interest with qualifications (which may be submitted via e-mail) to the Division Supervisor. If a position that is confidential in nature needs to be filled, the Sheriff's Office agrees to notify counsel for the OPBA of said position if the position is expected to be filled for a period greater than 6 months.

2. Selection - The Sheriff shall select the candidate he deems most qualified based on their job related experience, job performance, training, educational background needed to perform the duties as described in the posted vacancy. His selection must be made in good faith.

C. Shift schedules and days off, as established by the Sheriff, are assigned according to classification seniority. Employees shall submit their requests for shift schedules and days off as follows:

1. A seniority list that is current as of one week prior to shift bid will be posted at all reporting locations.

2. The available shifts will be posted 1 week prior to the first full week of December (this being Monday – Friday), at all reporting locations for the patrol division.

3. Shift bidding will take place during the first full calendar week of December. Upon completion of the bidding, the results will be posted on the North Office bulletin board. The time for bidding will be mutually agreed upon by the Sheriff and the bargaining unit. In the event an employee may not be able to appear for their shift bidding based on extenuating circumstances, the employee will make a written request at least two (2) weeks prior to the shift bid date requesting the Sheriff allow a proxy stand in their place for shift bidding. The written request will state the reason (extenuating circumstances) for the request and will name the employee acting as their proxy. The written request will be signed by the employee, the proxy, and the employee's division supervisor. The request will be sent directly to the attention of the Sheriff for processing. The Sheriff will not unreasonably deny any properly-submitted request. The employee will receive a written response from the Sheriff or his designee concerning the request.

4. All available shifts will be posted.

5. Shift schedules and days off will be effective on the first day of the first full pay period of the New Year, at 07:00 hours. Bargaining unit members who will have to work more than 5 days in a row, or 80 hours in a pay period, as a result of their schedule change will be required to submit for time off.

6. The Sheriff may change an employee's shift schedule or day off during the year if, under the circumstances, the Sheriff determines that such change is reasonable and the Sheriff exercised his discretion in good faith.

D. The Sheriff determines all transfers and assignments. A transfer occurs when the Sheriff moves an employee from one shift schedule to another, from one division to another, or changes his days off. Assignments are those duties required of an employee in the position in which he has been placed to work. The Sheriff shall exercise ordinary and reasonable discretion in making transfers and assignments and exercise his discretion in good faith. The Sheriff shall not transfer or assign any employee for disciplinary reasons without just cause.

E. A promotion occurs when the Sheriff increases a Bargaining Unit Member's rank in the Sheriff's Office. The Sheriff determines the promotions. He shall establish standards for promotions and provide them to the OPBA, who may provide comments. Promotions shall be made in good faith.

F. Vacancies, transfers, assignments, promotions, or changes in shift schedules are subject to the Grievance/Arbitration Procedure.

## **ARTICLE 9 - CONFORMITY TO LAW**

This Agreement shall supersede any present and future State and Local laws, along with any applicable rules and regulations, and the invalidity of any provisions of this Agreement by reasons of any such existing or future law or rule or regulation shall not affect the validity of the surviving portions.

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) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

In the event that any portion of this Agreement is rendered invalid or unenforceable, the Employer and the OPBA will, at the request of either party hereto, promptly enter into negotiations relative to the particular provisions deemed or rendered invalid or unenforceable.

## **ARTICLE 10 - LABOR RELATIONS MEETING**

The parties will meet, if requested by either party, to discuss the application and any problems in the administration of this Agreement. There is no duty to bargain at these meetings. Attendance at these meetings is voluntary and is not paid work time. It is the intention of the parties hereto that such individuals as may be helpful to items to be discussed in such meetings may be in attendance, but normally not more than three (3) Bargaining Unit Members may attend. Any amendment of this Agreement must be in writing and signed by all parties.

## **ARTICLE 11 - STANDARD OPERATING PROCEDURE**

The Sheriff agrees that, to the extent possible, SOPs shall be reduced to writing and a copy given to the OPBA Director in advance of their enforcement (which copy may be provided electronically). While the duty to notify has no effect on the Sheriff's authority to promulgate SOPs, the newly promulgated SOP shall not take effect for seven (7) days after its initial posting (which may occur electronically), unless mutually agreed by the parties in writing. SOPs shall not violate this Agreement. The Sheriff will not selectively enforce SOPs against individual members. Any disagreements over interpretation of SOPs shall be presented to the Sheriff and processed in the Grievance/Arbitration Procedure.

The Sheriff shall provide access to the SOPs, including any future amendments thereto, and shall make the SOP's available in electronic or digital form on the Sheriff's electronic or digital system for all employees to read, and provide one copy in electronic or digital form to the OPBA. The Sheriff will post changes/additions to the SOPs in either paper, electronic or digital format (in his discretion) and will provide the changes/additions to the OPBA in electronic or digital format.

## **ARTICLE 12 - GRIEVANCE PROCEDURE**

Purpose - The grievance procedure is specifically designed to deal with all alleged violations of this existing contract and it replaces any procedure provided by the State Personnel Board of Review. All matters arising out of this contract are to be processed exclusively through the grievance procedure. Grievances must be filed in good faith.

A. A Grievance is a timely written complaint concerning the interpretation or application of this Labor Agreement. A grievance must specifically set forth the nature of the alleged contract violation and not merely a reference to a provision of the contract. No grievance can be amended to concern a different fact situation after Step 1 below unless by mutual consent of the parties. The timelines imposed on the grievant herein are to be strictly construed unless the Sheriff expressly extends the timelines. If a grievant fails to meet a timeline, the grievance shall be dismissed. If no decision is rendered by the Sheriff or immediate supervisor at any step of the grievance process within the applicable time requirements, the grievance shall proceed to the next successive grievance step. The OPBA is to provide its members with all grievance forms, which must comply with the requisites outlined in Step 1. Grievance forms may be filed and processed at any Step in the procedure set forth herein by e-mail and, if filed and/or processed via e-mail, the time of filing and/or processing shall be the time stamp set forth on the sent e-mail.

B. Grievant means a bargaining unit member or the OPBA.

C. Nothing in this Grievance Procedure shall deny Members or the OPBA any rights available at law to achieve redress of their legal rights arising from a source independent of this Agreement, including the right to file charges with the State Employment Relations Board (hereinafter referred to as SERB) when an agency properly has jurisdiction over the subject matter. However, once a Member or the OPBA elects to pursue a legal or administrative remedy in lieu of this Grievance Procedure, and a court or administrative tribunal takes jurisdiction over the complaint, dispute, or charge, the Member or the OPBA is thereafter precluded from seeking a remedy under this Grievance Procedure. Likewise, once a Member or the OPBA elects to pursue a Grievance Procedure in lieu of a legal or administrative remedy, the Member or the

OPBA is thereafter precluded from seeking a remedy apart from the Grievance Procedure. Nothing herein should be construed to waive a Member's statutory civil rights or any rights not able to be waived or released under state or federal law.

D. The grievant is entitled to OPBA representation at any step of the grievance procedure. The availability of the OPBA representative does not affect the running of the timelines at any step of the grievance procedure.

1. Step 1. The grievant must file a written grievance with the Divisional Supervisor or designee within seven (7) calendar days following the event, or circumstances giving rise to the grievance having occurred where the Member knew or should have known of such event or circumstance. All written grievances, in order to be effective for consideration, shall contain the following: (1) the facts of the grievance; (2) the specific contract provisions alleged to be violated; (3) the remedy sought; and (4) the signature of the grievant.

The Divisional Supervisor has seven (7) calendar days from the time the grievance is actually properly received from the grievant to reply to the grievant. If the Divisional Supervisor denies the grievance or fails to timely respond, the employee may proceed to Step 2 by submitting the grievance to the Sheriff or other designee as defined by the Sheriff within seven (7) calendar days after receiving the immediate supervisor's decision, or immediately after the seven (7) calendar days period expires. In the event that the Divisional Supervisor is a bargaining unit member, the grievance shall be filed initially at Step 2.

2. Step 2. The Sheriff or his designee may meet with the OPBA representative, or the grievant or both within seven (7) calendar days, and shall submit a written decision to the grievant within seven (7) calendar days after the meeting, if a meeting is held.

3. Step 3.

a. Arbitration. If the parties are unable to satisfactorily resolve the grievance at the final step of the Grievance Procedure, it may be appealed to a mutually selected arbitrator. Such appeal must be presented to the Sheriff by the OPBA in writing, within fourteen (14) calendar days from receipt of the Sheriff's final response to the grievance at the final step of the Grievance Procedure. Should the parties be unable to agree upon a mutually selected arbitrator, then American Arbitration Association shall be requested to submit a panel of seven (7) qualified arbitrators from Ohio or a neighboring state from which one shall be selected. Failing to mutually agree upon an arbitrator from this panel, the parties shall strike names alternately, with the parties' right to strike the first name to be determined by the flip of a coin. Either party shall have the option to completely reject the list of names and request another list once, provided the request is made within seven (7) days of receiving the initial list. The party completely rejecting the list of names and requesting another list will pay any additional costs associated with the production of another list. All decisions reached by the arbitrator shall be final and binding on both parties. If the arbitrator denies the grievance, his fee and expenses will be paid by the OPBA. If he grants the grievance, the Sheriff will pay the costs.

b. Jurisdiction of the Arbitrator. The arbitrator's jurisdiction is strictly within the four corners of this contract. His authority must be derived from the essence of the provisions within this contract. The arbitrator cannot add to, amend or modify in whole or part any provision of this contract.

c. The OPBA may determine when a grievance will be stopped/denied.

d. For disciplinary grievances, only grievances involving the suspension, demotion, or dismissal of a Member may be subject to the Arbitration provisions of this Article.

### **ARTICLE 13 – SENIORITY**

A. Sheriff's Office Seniority means the length of continuous regular employment by the Sheriff as a deputy since the employee's first employment or re-employment following a break in continuous service.

B. For purposes of this Agreement, Sheriff's Office seniority shall govern for the accumulation of benefits.

C. Classification Seniority means the length of continuous regular employment by the Sheriff in a specific classification or rank. Classification Seniority shall govern for shift selection, selection of paid leave, and layoffs.

D. A probationary employee shall have no Classification Seniority until he or she satisfactorily completes the probationary period.

E. An employee's Sheriff's Office Seniority shall be terminated and a break in continuous service will occur when one or more of the following happens: he resigns, he is discharged for just cause, he is laid off for a period exceeding twelve (12) months, he retires, he refuses a recall or fails to report to work within seven (7) days from the date the employer mails the recall notice.

F. A Member's seniority shall be tolled for periods of leave taken under Article 17.C. of this Agreement.

### **ARTICLE 14 - LAYOFF**

A. Layoffs, or recalls after layoffs, will be determined by Classification Seniority. The Bargaining Unit Member with the least Classification Seniority in a classification or rank shall be laid off first and the Member with the most Classification Seniority in that classification or rank who was laid off shall be recalled first. However, if the Sheriff, using ordinary and reasonable discretion, determines that an employee whose Classification Seniority entitles him or her to be retained or recalled does not have the ability to perform the available work in the Sheriff's Office, the Sheriff need not retain or recall the employee. The Sheriff's determination is subject to the Grievance/Arbitration Procedure. If such a determination were challenged in the Grievance/Arbitration Procedure, the Sheriff would have the burden of showing that he had

exercised ordinary and reasonable discretion in determining that the member could not perform the available work.

- B. Recall rights shall exist for one year from the effective date of the layoff.

## **ARTICLE 15 - MISCELLANEOUS**

A. **Safe Equipment.** The Sheriff intends to furnish and maintain in satisfactory working condition, the necessary tools, facilities, vehicles, supplies and equipment required for members to safely carry out their duties. Members are responsible for reporting unsafe conditions or practices, or avoiding negligence, and for properly using and caring for tools, facilities, vehicles, supplies, and equipment provided by the Sheriff.

B. **Off Duty Contract Employment.** Although all special duty work is subject to the approval of the Sheriff or his designee, the Sheriff is not the employer for purposes of the special duty service. All aspects of an employee's special duty service shall be considered not to arise out of and/or be in the course of employment by the Sheriff unless the employee is affecting an arrest, apprehending a suspect, or preventing a criminal offense which is in progress. The employees participating in special duty work agree that he/she will exhaust his/her Workers' Compensation remedies against the person or organization for whom the service is being provided (with the exception noted above when an employee is effecting an arrest, apprehending a suspect, or preventing a criminal offense which is in progress) prior to making a claim against the County and/or the Sheriff for injury occurring during special duty service.

The "Special Duty Hourly Rate" shall be (effective upon ratification, without retroactivity) \$45.00 per hour for the remainder of 2020; and then shall be \$45.00 per hour in 2021 and \$45.00 per hour in 2022. The Sheriff may discuss in labor relations the Special Duty Hourly Rate if he believes the rate is impacting the ability of members and/or the community to engage in special duty work.

For purposes of the professional image and standing of employees, all of the Sheriff's standard operating procedures shall be adhered to when an employee is performing special duty service and any discipline arising out of special duty will be subject to the grievance and arbitration procedure of the collective bargaining agreement.

The Sheriff will not contract with officers from any other office for off duty employment within Delaware County so as not to withhold off duty employment from Delaware County Deputies. However, when there are more Deputies needed than the bargaining unit can provide, other officers from other departments will be used.

C. **Trading Shifts and Assignments.** An employee may trade regular scheduled work hours with another employee and he may trade days off with another employee provided that the days off traded must occur within the same pay period. All proposed trades must be approved in writing by the Sheriff or his designee. Each employee involved in the trade is equally responsible for time traded and/or any disciplinary action that may result from the absence of either person involved in the relevant trade.

D. Agreement Copies. As soon as possible following the signing of this Agreement, the County shall have electronic copies of this Agreement available for the County, the OPBA, and the Bargaining Unit Members. Electronic copies for any new employees who are hired into the Bargaining Unit during the life of this Agreement will be made available by the County.

E. Education. A Member shall be paid a lump sum salary payment of \$250.00 for an Associate Degree or for completion of half of a Bachelor's Degree (with the full Bachelor's Degree to be completed within the next five (5) years).

1. A Member shall be annually paid a lump sum salary payment of \$550.00 after completing a Bachelor's Degree.

2. A Member shall be annually paid a lump sum salary payment of \$750.00 after completing a Master's Degree.

3. In order to qualify, the Associate, Bachelor's or Master's Degree can only be in law enforcement or the criminal justice field.

4. The stipend is to be paid annually in a lump sum in the first pay in December.

5. The parties incorporate the Delaware County Educational reimbursement policy as if it were fully set forth herein.

F. Two-Week Notice Upon Separation. Upon a Member's separation from employment for non-disciplinary reasons (e.g., retirement or resignation), in order to receive the various non-wage contractual separation payments as set forth herein, a Member must provide at least a two-week notice of separation to the Sheriff's Office or he/she shall forfeit the same.

## **ARTICLE 16 - UNIFORM ALLOWANCE**

A. The Sheriff agrees to provide each employee, upon initial promotion, clothing which makes up the appropriate uniform required for duty by the Sheriff. Socks, underwear, and undershirts are not included in the uniform provided by the Sheriff. The Sheriff will also pay for the dry-cleaning of the uniforms. Any replacements will be governed by the "quartermaster system" set forth in this contract.

B. The distribution of equipment and attire to employees will be handled by the use of a "quartermaster system," as set forth in the Sheriff Office's SOP. The Sheriff will designate a quartermaster who will be responsible for the distribution of equipment and attire to bargaining unit members. The quartermaster will be responsible for overseeing the repair and/or replacement of equipment and attire when said repairs or replacements are needed. The quartermaster will place orders for necessary equipment and attire once a month, unless circumstances warrant the necessity of placing special orders. No employee will be unreasonably denied equipment and attire – as specified in Article 16(A) – if existing equipment and attire needs to be replaced or is damaged to the point where it cannot be repaired.

C. Each detective-supervisor or task force supervisor shall receive \$900.00 per year for the purchase and maintenance of plain clothes. This payment shall be made in one lump sum in January of each year. The Sheriff also agrees to provide dry cleaning services for dress



clothes. Any rules regarding reimbursement or documentation under this Section may be set forth in a Sheriff's Office SOP.

D. The Sheriff agrees to provide body armor and carrier of a style and type mutually agreed to by the parties to all employees without deduction from the uniform allowance and to replace said body armor and carrier in accordance with the manufacturer's specifications, at no cost to the employees.

## **ARTICLE 17 - UNPAID LEAVES OF ABSENCE**

### **A. Disability Leave.**

1. An employee may request an unpaid disability leave for up to nine (9) months if he continues to be injured, ill, or physically or mentally incapacitated from the performance of the regular duties of his position after he has exhausted his accumulated sick leave, comp time and vacation.

No reasonable request for unpaid disability leave which is supported by medically justified reasons will be unreasonably denied by the Sheriff's Office. No unpaid disability leave request shall initially exceed 30 days. Any supplemental request exceeding thirty (30) days will be considered by the Sheriff's Office with appropriate medical documentation. The Sheriff may elect to run FMLA leave concurrently with the unpaid disability leave referenced in this section. If any unpaid disability leave is granted by the Sheriff's Office, the Sheriff's Office will not be responsible for the payment of any medical or other benefits during the individual's time while on unpaid disability leave unless the employee is concurrently using unpaid FMLA leave.

2. The Sheriff may place an employee on unpaid disability leave after he has exhausted vacation, sick leave and compensatory time if, after an informal hearing concerning his condition, the Sheriff determines the employee is unable to perform the regular duties of his position because of illness, injury, or other physical or mental disability. Prior to the hearing, the Sheriff may require the employee to submit to an examination conducted by a licensed physician, psychiatrist, or psychologist, as appropriate to the circumstances, at the Sheriff's expense. Ordinarily, if the employee is hospitalized or institutionalized at the time of the request, the disability leave may be granted without examination.

3. The employee may apply for reinstatement before the expiration of the unpaid disability leave period granted by the Sheriff. After receipt of a timely application for reinstatement, the Sheriff may require examination of the employee by a licensed physician, psychiatrist, or psychologist, as appropriate to the circumstances, and shall designate the person to conduct the examination. The Sheriff shall pay for the examination. If the examination discloses the employee has recovered from the disability and is otherwise able to perform the regular duties of his position, the Sheriff shall reinstate the employee to his former or similar available position within thirty (30) calendar days from his written application.

### **B. Maternity and Parental Leave.**

1. Employees may use their accumulated sick leave for absence due to pregnancy or for absence due to any medical condition related to pregnancy, childbirth, or postpartum recovery. At their option, employees may use their accrued paid leave for pregnancy, childbirth, or infant care.

2. If an employee exhausts her accumulated sick leave, she may extend her maternity leave pursuant to Section (A) above. An employee's request for a leave of absence for infant care purposes shall be treated as a request for an unpaid leave of absence for personal reasons pursuant to Section (C) below.

C. Other Unpaid Leaves of Absence.

1. Employees may request an unpaid leave of absence for educational or personal reasons. The Sheriff decides whether to grant these leaves. They may be granted for up to six months. Educational leave must be used for law enforcement training or specialized law enforcement experience which the Sheriff determines would benefit the department. Upon completion of the leave of absence, the employee will be returned to his former or similar available position.

As with an unpaid disability leave under Section 17.A, if any unpaid leave is granted under this Section by the Sheriff's Office, the Sheriff's Office will not be responsible for the payment of any medical or other benefits during the individual's time while on unpaid leave.

2. Where the employee is unable to pre-determine the exact length of his leave, the Sheriff may approve an indefinite leave to not exceed six (6) months. The Sheriff may permit the employee to return to work during the six (6) month period, provided he gives the Sheriff at least two (2) weeks written notice of his desire to return.

3. If a leave of absence is granted for a definite period of time, the employee may be reinstated before the expiration of the leave at the Sheriff's discretion.

D. Family and Medical Leave.

1. The Sheriff may implement all aspects of the Family and Medical Leave Act in his discretion to the extent allowed by and not inconsistent with this Agreement and the Act.

**ARTICLE 18 - MILITARY LEAVE**

Military Leave will be administered in accordance with state and federal law.

**ARTICLE 19 - STANDARD WORK WEEK AND OVERTIME**

A. Definition. The work week shall normally consist of forty (40) hours based on five (5) consecutive eight (8) hour workdays and two (2) consecutive days off. The hourly rate of an employee is based on a work week of forty (40) hours and a work year of two thousand eighty (2,080) hours.

B. Overtime. Employees shall be compensated time and one-half for hours actually worked which exceed forty (40) in a work week. The Sheriff will not change an employee's schedule to avoid paying overtime. For purposes of this section, all paid leave shall count as hours worked, except for sick leave.

C. Overtime Scheduling. To the extent practical, good faith efforts will be made consistent with efficient and effective operation of the department to rotate pre-scheduled overtime assignments among qualified employees.

D. Compensatory Time in Lieu of Overtime Pay. Employees shall be entitled to elect to receive compensatory time in lieu of overtime pay. Compensatory time shall accrue at a one and one-half (1 ½) hour for each hour of overtime worked. Employees shall be allowed to accrue up to a maximum of one hundred and sixty (160) hours of compensatory time and allowed to use a maximum of 160 hours of compensatory time per calendar year. The Sheriff may deny a compensatory time request for a certain time if he determines that operations of the Sheriff's office will be unduly disrupted. Further, if an agreement with a partnering jurisdiction or organization for which service is provided allows the Sheriff a reimbursement for payments made to employees, then the employee shall receive his or her pay in "cash" actual overtime pay; this limitation shall not apply to the reimbursement for payments for School Resource Officer services. Compensatory time may be requested not less than three (3) days nor more than ninety (90) days in advance. The parties may mutually waive the time restrictions set forth in this Section.

## **ARTICLE 20 - CALL IN PAY**

Employees who are called from home and who report to the office for any work-related reason on their off-duty time, shall be paid for all hours worked, but no less than a minimum of three (3) hours' call-in pay at the overtime rate. Employees asked to report early to their regular shift, or to stay after their regular shift, do not receive call-in pay. Employees required to make court appearances on behalf of the Sheriff or the County on their off-duty time will also be paid for all hours worked, but not less than three (3) hours minimum call-in pay at the overtime rate. An employee shall not receive three (3) hours minimum call-in pay for work, duties, or court appearances that are contiguous to the employee's regularly-scheduled work day, but instead, shall be compensated at the overtime rate for all hours actually worked in excess of the employee's regularly-scheduled work day. For purposes of this Section, contiguous means up to one hour before or one hour after the employee's regularly-scheduled work day. Employees are required to confirm their required appearance in court prior to the court date and/or as listed on the subpoena. When the employee turns in his/her subpoena, it will be incumbent upon the employee to specify the individual with whom the employee confirmed his/her appearance, and the payment referred above will not be made without such confirmation.

## **ARTICLE 21 - TRAINING**

Anyone taking any work related training shall receive his regular rate of pay while in the training class. This will count as hours worked but will not count as overtime.

All training is subject to the approval of the Sheriff. The Sheriff will pay all costs of the training course, and mileage at the rate established by the Internal Revenue Service if the employee drives his personal vehicle to and from class. If more than one employee is going to the same class, every effort shall be made to car pool so that only one employee will be paid mileage. However, in the event that this is not geographically feasible, this requirement may be waived upon prior approval of the Sheriff in writing. Employees driving their own vehicles must receive prior approval from the Sheriff's Office and comply with the Driving Qualifications S.O.P.

Travel time will not count as hours worked, and while in training the employee will only be paid for a forty (40) hour week.

An employee may waive any or all above provisions in accordance with law.

Deputies attending training at the request of the Sheriff which results in a loss of all or a portion of their scheduled days off shall be given an amount of time off equal to the portion lost. This time off may be given either prior to or immediately following the training.

## **ARTICLE 22 - PAID LEAVES**

### **A. Sick Leave.**

Each employee shall earn 4.6 hours paid sick leave upon completing each 80 hours of regular service. Sick leave hours are accumulated for hours worked on overtime. Unused sick leave shall be accumulated without limit. Sick leave shall be used in good faith. A violation of this Article is subject to Article 6 of this Agreement (Corrective Action).

1. An employee who transfers from one county office to the Sheriff's Office or who transferred or is hired from another public employer in Ohio to Sheriff's Office employment provided the reemployment takes place within ten (10) years of prior service, shall be credited with the unused or unconverted balance of his sick leave accumulated in his prior service. The employee is responsible for obtaining certification of his previously accumulated sick leave.

2. Employees may request to use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and for absence due to illness, injury or death in the employee's immediate family reasonably requiring the presence of the employee.

3. Abuse or patterned use of sick leave may be grounds for disciplinary action.

4. "Immediate family" for purposes of sick leave, other than for funeral leave, include: parents, spouse, children, step-children, siblings, grandparents, grandchildren and legal guardian or other persons who stand in the place of a parent to the employee.

5. An employee who is absent due to one of the above reasons must report his absence to the Sheriff's Office at least one (1) hour before his shift begins or prior to reporting off sick while on duty.

6. When sick leave is used it shall be deducted from the employee's sick leave credit on the basis of one quarter ( $\frac{1}{4}$ ) hour of sick leave for every quarter ( $\frac{1}{4}$ ) hour of absence from previously scheduled work.

7. Upon death of an employee, unused accumulated sick leave shall be paid to his spouse, children or parents, if any, in that order, or to his -estate. Payment for accumulated

sick leave at the time of death shall be based on the employee's regular rate of pay at the time of his death, with one such hour of pay for every three (3) hours of accumulated sick leave.

8. Upon retirement or resignation from employment, the Sheriff will pay employees who have ten (10) years of service with the department one-fourth (1/4) of their accumulated sick leave.

9. If an employee's illness or disability continues beyond the time covered by his earned sick leave, he may request an unpaid disability leave or other unpaid leave of absence. Employees may also use earned vacation time or compensatory time after exhausting sick leave, but before applying for an unpaid leave.

10. An employee shall be credited with an additional eight (8) hours of compensatory each time they do not utilize any sick leave for a period of six (6) months. In accordance with this provision, an employee would be eligible for two days maximum per year. The six month periods are defined as January to the end of June and July to the end of December each year.

11. Sick Leave Donation. Donation of sick leave in the case of serious illness or injury may be accepted and granted at the sole discretion of the Sheriff in accordance with provisions of applicable Sheriff's Office policy. The Sheriff shall implement a sick leave donation policy that will be applicable to employees covered by this Agreement.

12. Vacation, Comp Time and Holiday Comp Time may be donated to permanent fellow employees for sick leave purposes, in increments of not less than eight (8.0) hours.

13. Sick Leave Conversion to Vacation Conversion Time. Any employee who has at least 800 hours of sick leave on November 1 of each year may elect to convert any excess thereof to Vacation Conversion Time; such converted time shall be up to a maximum of 80 hours of sick leave into 40 hours of Vacation Conversion Time. The converted time will be placed in a separate Vacation Conversion Time bank. The employee will then have until the next November 1 to use the Vacation Conversion Time as vacation, or may cash out the balance of Vacation Conversion Time at any time during this one-year period at the employee's then straight-time rate; any remaining balance as of November 1 will be cashed out/paid in November.

14. No Inconsistent Activities While on Sick Leave. An employee granted sick leave for an illness or injury of the employee where the condition prevents the performance of their duty may not engage in activities during their sick time away from work inconsistent with their need for leave or their inability to perform their job duties.

15. Sick Leave May Not Be Used To Bridge A Separation. Sick leave shall not be used as a "bridge" into separation from employment when an employee is medically determined to be permanently unable to perform the essential functions of his or her job as sick leave is intended to provide paid leave for an employee who is recovering from an approved illness or injury as described herein and recuperating to return to his or her normal job duties.

B. Funeral Leave.

1. An employee may be absent with pay for up to three (3) consecutive work days to attend the funeral of an immediate family member within the State of Ohio. In the event that the employee must travel outside the State of Ohio to attend the funeral of an immediate family member, an employee may be absent with pay for up to five (5) consecutive work days. It is specifically agreed that funeral leave will be deducted from sick leave; however, any sick leave utilized pursuant to this Section will not be used against the employee in the disciplinary process.

2. Immediate family for purposes of sick leave utilized for funeral leave include grandparents, grandparents-in-law, brothers, sisters, brothers-in-law, sisters-in-law, parents, fathers-in-law, mothers-in-law, spouse, children, step-children, grandchildren and legal guardian or other persons who stand in place of a parent to the employee.

C. Jury Duty Leave.

1. Employees may be excused from work for jury duty.

2. Employees called to and reporting for panel and/or jury duty during their scheduled work day shall be compensated by the Sheriff at the regular rate of pay for the normal workday. Time on jury duty is not hours worked to compute overtime. The employee must give his immediate supervisor prior notice and proof of his jury duty call, and pay his jury fee to the County Treasurer in order to receive his regular pay.

D. Injury Leave.

Effective upon ratification, all full-time Members shall be entitled to time off without wage deduction from their salary, except that any Workers' Compensation weekly salary benefits which he/she may be awarded by the Ohio Industrial Commission (OIC) will be deducted for a period not to exceed 90 consecutive working days for Members working a forty (40) hour work week. This leave shall be used to recover from a medically verified disabling condition which prevents Members from performing their normally assigned duties. An "injury" includes one or more physical impairments resulting from the same accident. The Sheriff agrees that he will not require any Members to exhaust sick leave prior to receiving injury leave. Members will continue to receive insurance benefits while on injury leave. They shall continue to accrue seniority, sick leave, and vacation time credit. As a condition of this benefit, the Member must pursue a Workers' Compensation claim for the injury. Abuse or patterned use of injury leave may be grounds for disciplinary action. A Member granted injury leave where the condition prevents the performance of their duty may not engage in activities during their time away from work inconsistent with their need for leave or their inability to perform their job duties.

The following procedures must be followed to receive injury leave:

(1) Injury leave only applies to personal injury of a Member occurring in the line of his duty. The Member shall complete an accident/injury investigation form and in conjunction with the Sheriff (or his designee) shall report such injury to the Sheriff immediately and insure that a claim is filed with the OIC. Documentation will include, but is not limited to, a statement from the Member's physician, an agreement covering Compensation Reimbursement, any necessary OIC forms and other documents as may be required by the Sheriff.

(2) In all cases where a Member needs more than ninety (90) consecutive working days, the Sheriff will extend such leave by an additional ninety (90) consecutive working days, if determined by the Sheriff to be necessary. Each Member requesting such an extension under this policy may be required to furnish a current affidavit from the licensed physician setting forth the need for the extension. Any decision rendered by the Sheriff regarding extension under this policy may be appealed through the Grievance/Arbitration Procedure.

(3) The Sheriff will attempt to provide transitional duty work for Members returning from injury leave. "Transitional work" means work that a Member is fully able to perform when considering his established and temporary medical restrictions and which does not create an undue hardship upon the Sheriff's office. Transitional work may be limited to 90 consecutive working days. The Sheriff may, in his sole discretion, provide transitional work for Members who have sustained an off-duty injury.

### **ARTICLE 23 - VACATIONS**

A. A full-time employee (after completion of one full year of service) shall have earned eighty (80) hours of vacation leave with full pay. Thereafter, a full-time employee shall earn and accrue vacation leave pro rata over 26 bi-weekly pays at the following annual rates:

1 but less than 6 years of service .....	2 weeks
6 but less than 15 years of service .....	3 weeks
15 but less than 20 years of service .....	4 weeks
20 and over years of service .....	5 weeks

B. Service with the State of Ohio or any of its political subdivisions counts toward the number of years in service in determining the amount of vacation to which an employee is entitled. Time spent on authorized leaves of absence (including military leave) also counts. No vacation is earned while an employee is on layoff or unpaid leave.

C. Vacation schedules shall be mutually arranged and recommended by each supervisor of the shift or supervisor of the division, subject to the Sheriff's approval. Vacation leave may be restricted, denied, or cancelled based on operational necessities. The necessities would be due to high volumes of workloads, special events, or emergencies that require a large portion of the workforce. Any unreasonable denial of a request may be the subject of a grievance. In the event that two bargaining unit members submit a vacation request on the same day which presents a conflict because each employee's request includes days off in common, then the senior member shall be given first choice. Otherwise, vacation requests will be granted based on which request was made first. Vacation time may be taken in ¼ hour increments. The supervisor of the shift and supervisor of the division may grant more than one vacation request, subject to the Sheriff's approval.

D. A Deputy may request any amount of vacation leave not more than ninety (90) days in advance, nor less than three (3) days in advance. Any employee who informs the Employer in writing at the time of the vacation request that he requires notice by a time certain of the approval or denial of his vacation request, will be given said notice as soon as reasonably practicable. The time restrictions herein may be waived by mutual agreement of the parties.

E. Employees are entitled to payment for any earned unused vacation to their credit at the time they are separated from the Sheriff's Department, at their hourly rate of pay.

F. In the case of an employee's death, earned but unused vacation leave shall be paid to his spouse, children or parents, in that order, or to his estate, at his then hourly rate of pay.

G. An employee may indefinitely carry over earned vacation leave up to six hundred (600) hours (this carry over excludes "Vacation Conversion Time" as described herein).

#### **ARTICLE 24 – HOLIDAY, PERSONAL AND DEMAND LEAVE**

A. Holiday Leave. Each employee shall earn one 8-hour holiday for each completed month on the active payroll, beginning January 1, 1999. Holiday time may be accumulated and used the same as compensatory time under Article 19.D (except that the holiday shall be equal to eight hours at regular pay and holiday comp hours shall not count against the one hundred and sixty (160) hour cap set forth in Article 19.D of this Agreement during the year in which the holiday/comp hours were earned). At the completion of each calendar year, each employee may opt to be paid at the deputy's straight time rate in effect in December of the year in which such days are earned for any holidays accrued and not used during the year in question and shall be paid in a lump sum prior to December 15 of the same year.

B. Personal Leave. In addition, each employee shall be entitled to two (2) personal days each January 1. These personal days must be used in the calendar year in which they become available. These personal days may not be exchanged for pay or carried over into any subsequent year.

C. Demand Leave. Beginning January 1, 2023, employees may utilize paid leave annually other than sick leave (i.e., vacation, holiday comp., comp and/or personal leave) in any increment, to a maximum of eight (8) hours per request, limited to five (5) uses per calendar year, and a maximum of forty (40) hours per calendar year on a demand basis. Such leave must be granted with any amount of notice, as long as it is not necessary to replace the requesting employee due to minimum staffing requirements at the time of the request.

#### **ARTICLE 25 - HEALTH INSURANCE**

1. The Employees in this bargaining unit agree to be bound by the same terms and conditions regarding health care that can be found in the Delaware County Sheriff's Office Deputies' collective bargaining agreement.

2. The employer will provide and pay for term life insurance for employees covered by this Agreement in the amount equal to and under the terms consistent with the Delaware County life insurance benefit; provided the employee shall be required to comply with the terms and provisions of the County's policy and plan in this regard.



## ARTICLE 26 - WAGES AND PAY STEPS

### A. Wages.

The following wage schedule shall become effective on the first full pay date in January of 2022:

<u>Title</u>			<u>(A)</u>	<u>(B)</u>
Sergeant	<u>Per</u> <u>Hr.</u>		\$42.79	\$45.22
Lieutenant	<u>Per</u> <u>Hr.</u>		\$46.79	\$48.39
Captain	<u>Per</u> <u>Hr.</u>		\$50.07	\$51.78

The following wage schedule shall become effective on the first full pay date in January of 2023:

<u>Title</u>			<u>(A)</u>	<u>(B)</u>
Sergeant	<u>Per</u> <u>Hr.</u>		\$45.14	\$47.70
Lieutenant	<u>Per</u> <u>Hr.</u>		\$49.36	\$51.05
Captain	<u>Per</u> <u>Hr.</u>		\$52.82	\$54.63

The following wage schedule shall become effective on the first full pay date in January of 2024\*:

<u>Title</u>			<u>(A)</u>	<u>(B)</u>
Sergeant	<u>Per</u> <u>Hr.</u>		\$46.49	\$49.13
Lieutenant	<u>Per</u> <u>Hr.</u>		\$50.84	\$52.58
Captain	<u>Per</u> <u>Hr.</u>		\$54.40	\$56.27

\*Note, this 3% increase that is reflected in the 2024 wage schedule will be adjusted to the same % increase achieved by top step Deputies for calendar year 2024 (if the top step Deputies' final 2024 wage schedule increase % is higher than 3%); however, there is no right to a 2024 "re-opener" for Members of this bargaining unit.

A Member promoted to Sergeant, Lieutenant or Captain shall be placed in Step (A) of the wage schedule for the respective rank. A Member becomes eligible and shall be advanced by the Sheriff to Step (B) on the first day following satisfactory completion of one (1) year of continuous service in that rank.

B. The Sheriff's office agrees to the payment of longevity pay. For the duration of this contract, longevity pay will be paid at the following rates:

1. 5 to 9 years of service with the Sheriff's Office - \$600.00
2. 10 to 14 years of service with the Sheriff's Office - \$1,100.00
3. 15 to 19 years of service with the Sheriff's Office - \$1,600.00
4. 20 to 24 years of service with the Sheriff's Office - \$2,100.00
5. 25 years of service with the Sheriff's Office or more - \$2,600.00

The Sheriff's Office will include the longevity payments as part of the bargaining unit's regular bi-weekly paychecks.

#### **ARTICLE 27 - SCOPE**

A. This Agreement supersedes all previous oral and written agreements and practices and constitutes the entire agreement of the parties.

B. During the negotiations leading to the execution of this Agreement, the parties had a full opportunity to submit all items appropriate to collective bargaining. The union expressly waives the right to submit any additional item for bargaining during the term of this Agreement, whether or not the item was discussed, submitted, or contemplated during the negotiations leading to the execution of this Agreement.

#### **ARTICLE 28 - MANAGEMENT RIGHTS**

A. Except as limited by the specific provisions of this written Agreement, the Employer retains and reserves all its rights to:

1. 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;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;

4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or lay-off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the employer as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public employer as a governmental unit.

B. Management rights set forth above shall not be impaired by an arbitration award or otherwise except to the extent that they are limited by specific provisions of this Agreement. Failure to exercise a right, or exercising it in a particular way shall not be deemed a waiver of any management right. Management may exercise any or all of the management rights set forth in this Article without prior negotiation with or agreement of the OPBA.

#### **ARTICLE 29 - SUBSTANCE ABUSE POLICY (Drug and Alcohol Testing)**

##### **A. Purpose.**

The Sheriff recognizes the adverse effects illegal drug and alcohol abuse can have on the Sheriff's Office, its services, and the organization as a whole. It is also the Sheriff's right, obligation and intent to maintain a safe, healthful, and efficient work environment for all Sheriff's Office employees, and to protect the Sheriff's property, equipment, operations, constituents and image. Accordingly, the Sheriff has adopted this substance abuse policy to help prevent any such adverse effects and to ensure a drug and alcohol-free working environment.

Employees shall refrain from using or being under the influence of alcohol while on the job or on Sheriff Office premises. Employees shall refrain from using, possessing, selling, purchasing, receiving or distributing illegal drugs at any time. Employees shall refrain from the use of legal drugs in a manner which negatively affects job performance.

Employees shall refrain from using alcohol, or using a combination of legal drugs and alcohol, in a manner which threatens the reputation, safety, or property of other employees or the Sheriff's Office.

In addition, this policy reaffirms the Sheriff's commitment to treatment and rehabilitation. The Sheriff strongly encourages employees who have a drug or alcohol-related problem to voluntarily seek confidential assistance through the Sheriff's designated Employee Assistance Program (EAP) or another appropriate program.

B. Policy.

1. Definitions.

"Drug" means: A chemical substance, including alcohol, that produces physical, mental, emotional or behavioral change in the user.

"Illegal" drug means:

- (a) Drugs which are not legally obtainable;
- (b) Drugs which are legally obtainable but have been obtained or are used illegally; or
- (c) Drugs which are legally obtainable or prescribed but are not being used for the purpose, or in the manner/dosage for which they are prescribed or manufactured.
- (d) Includes, in addition to others: marijuana, cocaine, opiates (morphine, heroin, codeine), amphetamines, benzodiazepines, barbiturates and phencyclidine (pcp).

"Legal drug" means: Prescription drugs and over-the-counter drugs legally obtained for the user and used for the purpose for which they are prescribed or manufactured.

"On the job" means: During working hours and/or on Sheriff's Office premises, and includes break, lunch and/or dinner periods, regardless of whether the employee is actually on Sheriff's Office premises.

"Positive or failed" drug or alcohol test means: One which determines the presence of illegal drugs or alcohol in urine, blood, breath or saliva at a level and/or in an amount which is measurable under the federal Department of Transportation's controlled substance and alcohol testing rules applicable to drivers of commercial motor vehicles and in effect at the time of the test.

"Under the Influence" means: The Member is affected by using illegal drugs or alcohol, or using a combination of illegal drugs and/or alcohol.

"Random testing" means: Selection of an employee from a pool of other employees to submit to a drug and/or alcohol test, which is made regardless of whether any suspicion of illegal drug or alcohol use exists, and which is based on an equal probability of selection. Note: all employees, including those selected previously, have an equal chance of being selected each time random selection occurs; this means any Member may be selected more than once while others have not been selected.

C. Drug and Alcohol Rules and Discipline.

1. Employee Use of Drugs or Alcohol.

Employees who use or are under the influence of alcohol while on the job or on Sheriff's Office premises are subject to disciplinary action in accordance with the contract and/or mandatory referral to EAP.

Employees who use, possess, sell, purchase, receive, or distribute illegal drugs at any time are subject to disciplinary action in accordance with the contract and/or mandatory referral to EAP.

Employees who are impaired from the use of legal drugs in a manner which (a) negatively affects job performance; or (b) threatens the reputation, safety, or property of other employees or the Sheriff's Office are subject to disciplinary action in accordance with the contract and/or mandatory referral to EAP.

2. Drug and Alcohol Testing.

(a) Coverage.

The Sheriff reserves the right to require any Member to submit to a drug and/or alcohol test as a condition of employment in any bargaining unit position. Except as otherwise provided, Members will be required to submit to drug and/or alcohol testing only when they are on the job, or immediately preceding or following being on the job.

(b) Reasonable Cause

The Sheriff may require a Member to submit to a drug and/or alcohol test if it has any reason to suspect or to believe that the Member is affected by the presence of alcohol or illegal drugs, or if it has any reason to suspect or to believe that the Member is affected by the presence of legal drugs in a manner which (a) negatively affects job performance; or (b) threatens the reputation, safety, or property of other employees or the Sheriff's Office. Such reasonable cause shall be established on the basis of objective evidence which may include appearance, behavior, speech, or other observable cause.

(c) Post-Incident Testing.

The Sheriff may require an employee involved in any incident on work time which causes property damage or personal injury requiring off-site treatment, or an incident or shooting off Sheriff's Office premises while on the job or involving the use of County's vehicles or equipment, to submit to a drug and/or alcohol test.

(d) Leave of Absence Testing.

The Sheriff may require all deputies returning from a leave of absence of six (6) months or more to submit to a drug and/or alcohol test. Such deputies must successfully pass the test, subject to the rules and discipline of this policy, as a condition of returning to work. This rule does not apply to deputies returning from a vacation. Members may be required to submit to leave of absence drug and/or alcohol testing while not on the job.

(e) Random.

The Sheriff may require any or all of its deputies to submit to random testing for illegal drugs or alcohol.

(f) Testing is Discretionary.

IMPORTANT: all of the above drug and/or alcohol testing is discretionary, and this policy in no way limits the Sheriff's right to discipline or discharge a deputy for illegal drug

or alcohol-related reasons without requiring a drug and/or alcohol test, such as based on observed use, possession, sale, or being under the influence of illegal drugs or alcohol, and/or due to some other violation of this contract.

(g) Procedures and Discipline.

Employees required to submit to a drug and/or alcohol test who refuse to consent to testing, sign the appropriate forms and/or comply with all sample collection and chain-of-custody procedures are subject to disciplinary action, including immediate discharge. Any Member who adulterates, or attempts to adulterate a test, or "substitute" a test shall be subject to immediate discharge.

Employees -- including employees required to submit to post-incident testing, physical exam testing, or who are returning from a (6) month layoff or leave of absence -- who fail to pass any drug and/or alcohol test are subject to disciplinary action, including referral to the Sheriff's designated EAP.

Employees who are not terminated for a first violation of this policy but who commit a second violation of any aspect of this policy will be subject to non-discretionary and automatic termination of their employment, subject to their appeal rights pursuant to the grievance procedure contained herein.

With respect to employees required to submit to "reasonable cause" or "post-incident" testing, in most cases such employees will be removed from employment and will remain off duty without pay pending the Sheriff's receipt of the employees' drug and/or alcohol test result. Employees removed from employment and required to submit to such a drug and/or alcohol test - but who pass the drug and/or alcohol test -- will be permitted to return to work following the Sheriff's determination that they can still safely and properly perform their job. Such employees also will receive back pay equivalent to the amount the Sheriff would have paid the employee had the employee not been removed from employment. For "post-incident" testing, and depending on the nature of the employee's injury (if any), such back pay entitlement is subject to and may be superseded by the contract.

3. Prescription and Over-the-Counter Drug Use.

The Sheriff does not prohibit employees from using prescription or over-the-counter drugs, provided: (a) the prescription drugs are prescribed for medical reasons by a licensed medical practitioner, and are used in the manner and for the purpose for which they were prescribed, at the dosage, frequency prescribed on the label; and (b) the employee's use of prescription or over-the-counter drugs does not affect job performance or threaten the safety or property of other employees or the Sheriff.

The Sheriff reserves the right to apply the disciplinary procedures of this policy, including requiring a drug and/or alcohol test, to any employee who uses prescription or over-the-counter drugs in a manner which violates this rule.

4. Employee Assistance.

(a) Voluntary Submission to EAP.

Any Employee of the Sheriff's Office who has developed an addiction to, dependence on, or other recurring problem with illegal drugs or alcohol should voluntarily seek

assistance by writing, calling or visiting the Sheriff's Office designated EAP or another appropriate employee assistance program. All voluntary inquiries will be held in confidence to the extent practicable. IMPORTANT: employees who first violate this Substance Abuse Policy and then seek voluntary assistance will not avoid discipline and/or discharge under this contract.

(b) Discretionary Referral to EAP.

Where the Sheriff determines that an employee is in violation of this Substance Abuse Policy, in lieu of immediate discharge the Sheriff may -- but within his sole discretion -- refer the employee to the Sheriff's designated EAP, for assessment and evaluation of whether the employee is addicted to, dependent on, or has a recurring problem with illegal drugs or alcohol. Employees referred to EAP who are found to have an addiction to, dependence on, or recurring problem with illegal drugs or alcohol may be required -- as a condition of continued employment -- to successfully complete any outpatient or inpatient treatment and rehabilitation program, and any and all follow-up care, including any random drug and/or alcohol testing, established for them and/or to which they are referred by EAP. Any employee who refuses such referral to EAP or any treatment program, rejects or leaves treatment, fails to abide by all aspects of his or her treatment program, including random drug and/or alcohol testing and any and all other follow-up care, is subject to disciplinary action, including immediate discharge.

Note: each and every random or follow up drug and/or alcohol test to which a employee is required to submit as a result of his or her referral to EAP under this provision must be conducted by the laboratory with which the Sheriff already contracts, or by another laboratory which the Sheriff has approved in advance of any such testing. Employees must pay the total cost of each and every such random or follow up, drug and/or alcohol test. Such payment normally will occur through a payroll deduction, unless other arrangements with the Sheriff are made in advance. Any employee who refuses or fails to submit to any such test or pay the cost of any such test will be subject to disciplinary action, including immediate discharge.

(c) Time Off for Inpatient Treatment.

Employees referred by EAP or another appropriate employee assistance program for inpatient treatment and rehabilitation may be entitled to use any paid leave days, or obtain an unpaid leave of absence, pursuant to the contract, during the period of inpatient treatment. This policy does not, however, alter, amend or modify any of the vacation, personal days, or leave of absence policies under the contract, or grant employees any more time off than that already permitted.

### **ARTICLE 30 – TAKE-HOME VEHICLES**

The Sheriff has discretion to determine which supervisors may take home County vehicles.

## **ARTICLE 31 – PHYSICAL FITNESS PROGRAM**

### **A. Overview.**

The DCSO and the Union establish a Fitness Program intended to encourage Members to adopt and maintain healthier lifestyles and achieve and maintain higher levels of physical fitness.

### **B. Voluntary for Members Hired or Promoted Before January 1, 2019.**

The Fitness Program is voluntary for Members directly hired or promoted into this Bargaining Unit before January 1, 2019 (e.g., remains voluntary for current Members of this Bargaining Unit even if later promoted to Lieutenant and/or Captain after this date). Although all Members are encouraged to participate and are eligible for the incentives offered to those who achieve the established fitness goals, Members hired or promoted before January 1, 2019, are not required to participate and will not suffer any adverse employment action for refusing to participate or for participating but not achieving passing fitness levels.

### **C. Mandatory for Members Hired or Promoted After January 1, 2019.**

Members directly hired or promoted into this Bargaining Unit on or after January 1, 2019 are required to maintain a Passing Fitness Level as described below. If a Member fails to successfully test at or above the Passing Fitness Level, the Member will be given six (6) months to test again at his or her option. If a Member fails to retest, or fails to test at or above the Passing Fitness Level, the following discipline will apply for each calendar year:

- 1<sup>st</sup> occurrence (0 – 12 months) – Minor Reprimand;
- 2<sup>nd</sup> occurrence (13 – 24 months) – Formal Reprimand;
- 3<sup>rd</sup> occurrence (25 – 36+ months and thereafter) –  
1-day suspension (which may be served consistent with 6.A.3.)

Members who are physically unable to participate in the test will be deferred until the following year, provided the parties will explore alternative test components that would fit with the Member's restrictions. Progressive discipline under this Article shall not be used to advance progressive discipline under Article 6.

### **D. Test Schedule and Components.**

Beginning in 2019, the fitness test will be administered in the spring on a date of the Sheriff's choosing. The fitness test will consist of three components: 1) 1.5 mile run; 2) one-minute timed push-ups; and 3) one-minute timed sit-ups. The fitness test will also include a flexibility (sit and reach) test that is voluntary for all Members and whose results will be recorded for the Member's benefit but will not be the basis for awarding incentives or any disciplinary action. Members will be paid at their straight-time hourly rate for the time necessary to complete the test.



E. Applicable Fitness Levels (To Be Set Forth and Updated as an Attachment A).

Passing Fitness Level (40<sup>th</sup> percentile)  
Recommended Fitness Level (50<sup>th</sup> percentile)  
Superior Fitness Level (75<sup>th</sup> percentile)

F. Individual Incentives.

Members who successfully complete the Fitness Program will receive: 1) Certificate of Completion; 2) Physical Fitness Ribbon for Recommended Fitness Level or Physical Fitness Ribbon with Star for Superior Fitness Level, which may be worn on the Member's uniform for as long as the Member continues to participate in the Fitness Program and maintains the Recommended or Superior Fitness Level; and 3) lump sum payment of \$500. Members will be eligible to receive these incentives once every calendar year.

G. Group Incentives.

For any calendar year in which twenty-five percent (25%) of the number of Members employed as of January 1 earn the Recommended or Superior Fitness Level, Members who earn Recommended Fitness Level will receive a one-time lump sum payment of \$150 and Members who earn Superior Fitness Level will receive a one-time lump sum payment of \$200.

For any calendar year in which fifty percent (50%) of the number of Members employed as of January 1 earn the Recommended or Superior Fitness Level, Members who earn Recommended Fitness Level will receive a one-time lump sum payment of \$200 and Members who earn Superior Fitness Level will receive a one-time lump sum payment of \$300.

H. Payment Method.

For any incentives set forth in this Article, payment will be made during the applicable payroll cycles. Applicable incentives under Sections F and G above may be combined into one check or deposit.

**ARTICLE 32 - DURATION**

This Agreement shall be effective from January 1, 2022 through December 31, 2024.

**SIGNATURES**

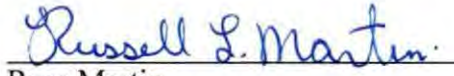
OHIO PATROLMEN'S BENEVOLENT  
ASSOCIATION

DELAWARE COUNTY SHERIFF

By:

By:

 1-5-2023  
Joe Hegedus  
OPBA Representative  
Date

 1-3-22  
Russ Martin  
Delaware County Sheriff  
Date

# EXHIBIT A

# Cooper Age and Gender Base Standards for Law Enforcement

Cardiorespiratory Fitness Test (1.5 Mile Run) Male						%	Category
20 - 29	30 - 39	40 - 49	50 - 59	60 - 69	70 - 79		
8:22	8:49	9:02	9:31	10:09	10:27	100	Superior
9:10	9:31	9:47	10:27	11:20	12:25	90	
9:34	9:52	10:09	11:09	12:10	13:25	80	Excellent
9:52	10:14	10:44	11:45	12:53	13:57	70	
10:08	10:38	11:09	12:08	13:25	14:52	60	
10:34	10:59	11:32	12:37	13:58	15:38	50	Good
10:49	11:09	11:52	12:53	14:33	16:22	40	
11:09	11:34	11:58	13:25	14:55	16:46	30	
11:27	11:49	12:25	13:53	15:20	17:37	20	
11:34	11:58	12:53	13:58	15:53	18:05	10	Fair
11:58	12:25	13:05	14:33	16:19	18:39	0	
12:11	12:44	13:25	14:35	16:46	19:19		
12:29	12:53	13:50	15:14	17:19	19:43		Poor
12:53	13:25	14:10	15:53	17:49	20:28		
13:08	13:48	14:33	16:16	18:39	21:28		
13:25	14:10	15:00	16:46	19:10	22:22		
13:58	14:33	15:32	17:30	20:13	23:55		
14:33	15:14	16:09	18:22	21:34	25:49:00		Very Poor
15:14	15:56	17:04	19:24	23:27	27:55:00		
16:46	17:30	18:39	21:40	25:58:00	30:34:00		
20:55	20:55	22:22	27:08:00	31:59:00	33:30:00		

Total n = 44,549

Resources: The Cooper Institute of Dallas, Texas

# **Cooper Age and Gender Base Standards for Law Enforcement**

Cardiorespiratory Fitness Test (1.5 Mile Run) Female						%	Category
20 - 29	30 - 39	40 - 49	50 - 59	60 - 69	70 - 79		
9:23	9:52	10:09	11:34	12:25	12:25	91	Superior
10:20	11:08	11:35	13:16	14:28	14:33	81	
10:59	11:43	12:25	13:58	15:32	16:06	80	Excellent
11:34	12:23	13:14	14:33	16:22	16:57	70	
11:56	12:53	13:38	15:14	16:46	18:05	60	
12:07	13:08	13:58	15:47	17:34	18:39	55	Good
12:51	13:41	14:33	16:26	18:05	19:24	45	
13:01	13:58	15:03	16:46	18:39	20:02	35	
13:25	14:33	15:17	17:19	18:52	20:54	30	
13:58	14:33	15:56	17:38	19:29	21:45	25	Fair
14:15	15:14	16:13	18:05	20:08	22:22	15	
14:33	15:35	16:46	18:39	20:38	22:54	10	
15:05	15:56	17:11	19:10	20:55	23:47	5	
15:32	16:43	17:38	19:43	22:03	24:54:00	5	Poor
15:56	16:46	18:26	20:17	22:34	25:49:00	5	
16:43	17:38	18:39	20:55	23:20	26:15:00	5	
17:11	18:18	19:43	21:57	23:55	27:17:00	5	
17:53	19:01	20:49	22:53	25:02:00	27:55:00	5	Very Poor
18:39	20:13	21:52	23:55	26:32:00	30:34:00	5	
21:05	21:57	23:27	26:15:00	29:06:00	33:32:00	5	
25:17:00	25:10:00	27:55:00	30:34:00	33:05:00	37:26:00	5	

Total n = 14,978

Resources: The Cooper Institute of Dallas, Texas

## Cooper Age and Gender Base Standards for Law Enforcement

Dynamic Strength (One Minute Push Ups) Male					%	Category
20 - 29	30 - 39	40 - 49	50 - 59	60+		
100	86	64	51	39	90	Superior
62	52	40	39	28	80	
57	46	36	30	26	70	Excellent
51	41	34	28	24	60	
47	39	30	25	23	50	
44	36	29	24	22	40	Good
41	34	26	21	21	30	
39	31	25	20	20	20	
37	30	24	19	18	10	
35	29	22	17	16	0	Fair
33	27	21	15	15	0	
31	25	19	14	12	0	
29	24	18	13	10	0	
27	21	16	11	9	0	Poor
26	20	15	10	8	0	
24	19	13	9.5	7	0	
22	17	11	9	6	0	
19	15	10	7	5	0	Very Poor
18	13	9	6	4	0	
13	9	5	3	2	0	

Total n = 2,397

Resources: The Cooper Institute of Dallas, Texas



# **DYNAMIC STRENGTH**

## **1 Minute Full Body Push Up\***

Females

AGE

%	20-29	30-39	40-49	
99	53.0	48.0	23.0	
95	42.0	39.5	20.0	S
90	37.0	33.0	18.0	
85	33.0	26.0	17.0	
80	28.0	23.0	15.0	B
75	27.0	19.0	15.0	
70	24.0	18.0	14.0	
65	23.0	16.0	13.0	
60	21.0	15.0	13.0	G
55	19.0	14.0	11.0	
50	18.0	14.0	11.0	
45	17.0	13.0	10.0	
40	15.0	11.0	9.0	F
35	14.0	10.0	8.0	
30	13.0	9.0	7.0	
25	11.0	9.0	7.0	
20	10.0	8.0	6.0	P
15	9.0	6.5	5.0	
10	8.0	6.0	4.0	
5	6.0	4.0	1.0	
1	3.0	1.0	0.0	VP

\* Full body push ups are generally used by law enforcement and public safety organizations.



# **DYNAMIC STRENGTH** **1 Minute Modified Push Up**

Females

AGE

%	50-59	60+	
99	31	20	
95	28	20	S
90	25	17	
85	23	15	
80	21	15	B
75	20	15	
70	19	14	
65	18	13	
60	17	12	G
55	15	12	
50	13	8	
45	13	6	
40	12	5	F
35	10	4	
30	9	3	
25	8	2	
20	6	2	P
15	4	1	
10	1	0	
5	0	0	VP
n	105	12	



# Cooper Age and Gender Base Standards for Law Enforcement

Dynamic Strength (One Minute Sit Ups) Males						%	Category
-20	20 - 29	30 - 39	40 - 49	50 - 59	60+		
62+	55+	51+	47+	43+	39+	100	Superior
62	55	51	47	43	39	100	
55	52	48	43	39	35	80	Excellent
53	49	45	40	36	31	75	
51	47	43	39	35	30	70	
50	46	42	37	33	28	70	Good
48	45	41	36	31	26	70	
48	44	40	35	30	24	65	
47	42	39	34	28	22	60	
46	41	37	32	27	21	60	Fair
45	40	36	31	26	20	50	
42	39	36	30	25	19	40	
41	38	35	29	24	19	40	
39	37	33	28	22	18	35	Poor
38	35	32	27	21	17	30	
37	35	31	26	20	16	25	
36	33	30	24	19	15	20	
34	32	28	22	17	13	15	Very Poor
33	30	26	22	15	10	10	
27	27	23	17	12	7	5	
-27	-27	-23	-17	-12	-7	0	

Total n = 4,471

Resources: The Cooper Institute of Dallas, Texas

## Cooper Age and Gender Base Standards for Law Enforcement

Dynamic Strength (One Minute Sit Ups) Females						%	Category
-20	20 - 29	30 - 39	40 - 49	50 - 59	60+		
55+	51+	42+	38+	30+	28+	3%	Superior
55	51	42	38	30	28	9%	
54	49	40	34	29	26	10%	
49	45	38	32	25	20	18%	Excellent
48	44	35	29	24	17	18%	
40	42	33	28	22	15	17%	
38	41	32	27	22	12	19%	Good
37	39	30	25	21	12	19%	
36	38	29	24	20	11	19%	
35	37	28	23	19	10	19%	Fair
34	35	27	22	17	8	20%	
34	34	26	21	16	8	21%	
32	32	25	20	14	6	21%	Poor
30	31	24	19	12	5	22%	
29	30	22	17	12	4	21%	
29	28	21	16	11	4	21%	Very Poor
28	24	20	14	10	3	21%	
27	23	18	13	7	2	21%	
25	21	15	10	6	1	21%	Very Poor
25	18	11	7	5	0	21%	
-25	-18	-11	-7	-5	0	21%	

Total n = 860

Resources: The Cooper Institute of Dallas, Texas



# FLEXIBILITY *Sit and Reach*

## Males

## AGE

%	<20	20-29	30-39	40-49	50-59	60+	
99	>23.4	>23.0	>22.0	>21.3	>20.5	>20.0	
95	23.4	23.0	22.0	21.3	20.5	20.0	S
90	22.6	21.8	21.0	20.0	19.0	19.0	
85	22.4	21.0	20.0	19.3	18.3	18.0	
80	21.7	20.5	19.5	18.5	17.5	17.3	B
75	21.4	20.0	19.0	18.0	17.0	16.5	
70	20.7	19.5	18.5	17.5	16.5	15.5	
65	19.8	19.0	18.0	17.0	16.0	15.0	
60	19.0	18.5	17.5	16.3	15.5	14.5	G
55	18.7	18.0	17.0	16.0	15.0	14.0	
50	18.0	17.5	16.5	15.3	14.5	13.5	
45	17.3	17.0	16.0	15.0	14.0	13.0	
40	16.5	16.5	15.5	14.3	13.3	12.5	F
35	16.0	16.0	15.0	14.0	12.5	12.0	
30	15.5	15.5	14.5	13.3	12.0	11.3	
25	14.1	15.0	13.8	12.5	11.2	10.5	
20	13.2	14.4	13.0	12.0	10.5	10.0	P
15	11.9	13.5	12.0	11.0	9.7	9.0	
10	10.5	12.3	11.0	10.0	8.5	8.0	
5	9.4	10.5	9.3	8.3	7.0	5.8	
1	<9.4	<10.5	<9.3	<8.3	<7.0	<5.8	VP
n	56	422	1,906	2,090	1,278	344	

Total n = 6,096



## FLEXIBILITY - SIT AND REACH

### Females

#### AGE

%	<20	20-29	30-39	40-49	50-59	60+	
99	>24.3	>24.5	>24.0	>22.8	>23.0	>23.0	
95	24.3	24.5	24.0	22.8	23.0	23.0	S
90	24.3	23.8	22.5	21.5	21.5	21.8	
85	22.5	23.0	22.0	21.3	21.0	19.5	
80	22.5	22.5	21.5	20.5	20.3	19.0	R
75	22.3	22.0	21.0	20.0	20.0	18.0	
70	22.0	21.5	20.5	19.8	19.3	17.5	
65	21.8	21.0	20.3	19.1	19.0	17.5	
60	21.5	20.5	20.0	19.0	18.5	17.0	G
55	21.3	20.3	19.5	18.5	18.0	17.0	
50	21.0	20.0	19.0	18.0	17.9	16.4	
45	20.5	19.5	18.5	18.0	17.0	16.1	
40	20.5	19.3	18.3	17.3	16.8	15.5	F
35	20.0	19.0	17.8	17.0	16.0	15.2	
30	19.5	18.3	17.3	16.5	15.5	14.4	
25	19.0	17.8	16.8	16.0	15.3	13.6	
20	18.5	17.0	16.5	15.0	14.8	13.0	P
15	17.8	16.4	15.5	14.0	14.0	11.5	
10	14.5	15.4	14.4	13.0	13.0	11.5	
5	14.5	14.1	12.0	10.5	12.3	9.2	
1	<14.5	<14.1	<12.0	<10.5	<12.3	<9.2	VP
n	19	183	376	332	192	44	

Total n = 1,146