

**ONE-YEAR EXTENSION AGREEMENT
BETWEEN
FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.
AND
DELAWARE COUNTY SHERIFF'S OFFICE**

The Delaware County Sheriff's Office ("the Employer") and the Fraternal Order of Police, Ohio Labor Council, Inc. ("the Corrections Officers") (collectively referred to as "the Parties") agree to extend their current collective bargaining agreement (attached hereto as Exhibit A), in effect from November 1, 2011 to December 31, 2013, by an additional one (1) year. All the terms of that agreement shall remain in full force and effect retroactive to January 1, 2014 through December 31, 2014, with the following modification to the wage schedule also in full force and effect retroactive to January 1, 2014 through December 31, 2014:

Section 26.1 Wages

See attached Exhibit B for wages in effect retroactive to January 1, 2014 through December 31, 2014.

In conjunction with extending the current collective bargaining agreement as set forth herein, the Parties additionally agree to the following:

1. If the members of the "Deputies' Unit" or "Dispatchers' Unit" receive an increase for the year 2014 in their wage schedule that is greater than 2.375%, then the Corrections Officers shall also receive that same increase by percentage and the adjustment shall be made retroactive to January 1, 2014;
2. Each current member as of February 10, 2014 covered by this one-year extension agreement shall receive a one-time lump sum payment from the Employer in the amount of one hundred dollars (\$100), minus applicable withholdings, payable within thirty (30) days of signing of this extension agreement by both Parties. This one-time lump sum payment is a signing bonus and is unrelated to hours of employment or service. This lump sum payment shall not be calculated or considered in or with any overtime.
3. The Memorandum of Understanding entered into by the Parties on July 25, 2012 (attached hereto as Exhibit C) shall remain in full force and effect retroactive to January 1, 2014 through December 31, 2014.

This one-year extension agreement shall become effective on the last date of signature below and shall remain in full force and effect retroactive to January 1, 2014 through December 31, 2014.

Fraternal Order of Police,
Ohio Labor Council, Inc.:

Delaware County
Sheriff's Office:

Mark E. Drum
Mark E. Drum, Staff Representative

Russell L. Martin
Russell L. Martin, Sheriff

Date: 4-9-14

Date: 4-10-14

EXHIBIT B
WAGE SCHEDULE IN EFFECT RETROACTIVE TO JANUARY 1, 2014 THROUGH
DECEMBER 31, 2014

1. Step A applies to new employees during their one-year probationary period.
2. Step B applies to employees after completion of the one-year probationary period.
3. Step C applies to employees after three years' continuous service as a Corrections Officer.
4. Step D applies to employees after five years continuous service as a Corrections Officer.

The following wage schedule shall become effective retroactive to January 1, 2014 (2.375% wage increase):

A	B	C	D
\$17.66	\$19.41	\$20.32	\$21.35

BYM

**MEMORANDUM OF UNDERSTANDING
BETWEEN
FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL INC.
AND
DELAWARE COUNTY SHERIFF'S OFFICE**

This agreement is entered into on this 25 day of July, 2012, by the Delaware County Sheriff's Office ("the Employer") and the Fraternal Order of Police, Ohio Labor Council, Inc. ("the Union"), collectively referred to as "the Parties." The Parties agree to the following Memorandum of Understanding in response to the grievance filed by Corrections Officer Kim Armstrong on or about December 12, 2011, alleging that the Employer violated Article 9, Section 9.1 of the collective bargaining agreement relating to Seniority. The Settlement Agreement states the following:

WHEREAS, the grievance has not yet been set for arbitration; and

WHEREAS, the Employer had made an offer to let the membership vote in lieu of scheduling an arbitration; and

WHEREAS; the Employees have formally voted and agreed to accept the following clarification;

THEREFORE, the parties agree as follows:

The Parties agree to the following Memorandum of Understanding as follows:

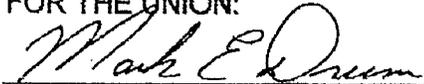
1. Article 9 shall be amended to read the following:

ARTICLE 9 - SENIORITY

Section 9.1: A probationary employee shall have no seniority until he satisfactorily completes the probationary period. An employee's seniority shall be terminated when one or more of the following occurs: he resigns, he is discharged for just cause, he/she is laid off for a period exceeding twelve (12) months, he/she retires, he/she refuses a recall or fails to report to work within seven (7) days from the date the Employer mails the recall notice. Seniority means the length of continuous regular employment by the Sheriff, except for shift bid purposes, in which case seniority means the length of continuous regular employment by the Sheriff as a Corrections Officer. **If a corrections sergeant who has completed his/her probationary period returns to the classification of corrections officer, there shall be a break in seniority. The member shall receive credit for time spent as a corrections officer but do not get credit for time spent outside the bargaining unit. However, if a corrections sergeant is returned to the corrections officer position, while still on probation as a corrections sergeant, there shall be no loss or break in seniority. Any ties will be broken by the date that the offer of employment was made to the employee.**

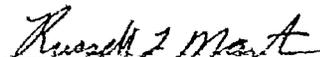
2. This MOU shall not apply to Officer Mindy Witt who shall be "grandfathered" and continue to receive full credit for her time in both the sergeants and corrections officer classifications combined.

FOR THE UNION:



Mark E. Drum, Staff Representative

FOR THE EMPLOYER:



Russell Martin, Sheriff

Mike Marolt, Union President (Associate)



Contract Data Summary Sheet

Employer Name: Delaware County Sheriff County: Delaware

BU: SA (COs) Union: FOP/OLC Local: _____

Start Date: 12 /31 /14 End Date: 12 /31 /15

<u>WAGE:</u>	<u>PAGE:</u>	<u>LONGEVITY:</u>	<u>PAGE:</u>	<u>INSURANCE (cont.):</u>	<u>PAGE:</u>
Aft. Dif.: \$ ____ / ____ %	_____	(Years) (Amt.) (%)	(Type)	Out-of-Pocket Max: \$ _____ \$ _____	
Eve. Dif.: \$ ____ / ____ %	_____	_____	_____	Cover Buy-Out: \$ _____ \$ _____	
Rank Dif. (Y) _____	_____	_____	_____	Traditional (Y): _____	
Haz. Pay: ____ / ____ %	_____	_____	_____	Managed Care (Y): _____	
Ret. Pick-up: _____ %	_____	_____	_____	Type (Y): _____	
COLA: (Y) _____	_____	_____	_____	HMO _____	
Ed. Incent: (Y) _____	_____	_____	_____	PPO _____	
Furlough: (Y) _____	_____	_____	_____	Self-Funded _____	
Ret. Incentive: (Y) _____	_____	_____	_____	Partial Self-Funded _____	
Field Trip Rate: \$ _____	_____			Consortium _____	
EMT Pay: _____	_____	<u>PAID LEAVE</u>		Liability (Y): _____	
Type: _____		Holidays: _____		Section 125: (Y) _____ Type: _____	
Paramedic Pay: _____	_____	Personal Days: _____		Enrollment Fee: \$ _____	
Type: _____		Birthday: (Y) _____		Other: (Y) _____	
		Injury Leave: ____ / ____		Prescriptions: (Y) _____	
<u>ALLOWANCES:</u>		Assault Leave: ____ / ____		Brand Name (Formulary) \$ _____	
Uniform(P/V): _____	_____	Union Leave (Y) _____		Generic: \$ _____	
Amt: _____		Holiday Pay: _____		Dental: (Y) _____	
Cleaning: (P) _____	_____	Fatal Force: (Y) _____		Optical: (Y) _____	
Amt: _____				Life Ins. Amt.: \$ _____	
Tools: (Y) _____	_____	<u>SICK & BEREAVEMENT LEAVE</u>		Life Ins. Salary %: _____	
Amt: _____		Sick Days/Year: _____		Accidental D&D: (Y) _____	
Shoes: \$ _____	_____	Max Sick: ____ / ____		Health & Welfare: (Y) _____	
Mileage: (IRS Rate)	_____	Attendance Bonus: (Y) _____		Cap Overage Formula: (Y) _____	
Other: _____		Bank/Donated Time: (Y) _____		Health Care Committee: (Y) _____	
Firearm Prof.: _____	_____	Bereavement Leave: _____		Coordination of Benefits: (Y) _____	
Freq: _____		Sick: _____		Major Medical: (Y) _____	
Parking: (Y) _____	_____	Funeral: _____		Comprehensive Major Medical: (Y) _____	
Tuition: (Y) _____	_____	Other: (Y) _____			
<u>VACATION:</u>		<u>INSURANCE*</u>			
_____ Years _____ Days		Single	Family		
_____ Years _____ Days		Employer Amt: \$ _____ \$ _____			
_____ Years _____ Days		Employee Amt: \$ _____ \$ _____			
_____ Years _____ Days		Employer %: _____			
_____ Years _____ Days		Employee %: _____			
_____ Years _____ Days		Employer Cap (Y): _____			
_____ Years _____ Days		Employee Cap (Y): _____			
_____ Years _____ Days		Ann. Deductible: \$ _____ \$ _____			
_____ Years _____ Days		Co-Payment %: _____			
_____ Years _____ Days					
Hol/Vac Combo: _____	_____				

* Please use another **INSURANCE** form if there are changes to insurance in each contract year.

HOURS OF WORK

PAGE: _____

Comp Time Max: _____ Hrs _____
Flex Time: (Y) _____
Call In: (Y) _____ Hrs _____
Court: (Y) _____ Hrs _____
Stand By: (Y) _____
Report In: (Y) _____ Hrs _____
Meal Time: _____ Min _____
Rest Break: _____ / _____ Min _____
Overtime Cycle: _____ / _____

SENIORITY AND ARBITRATION

Prob. Period: _____
Shift: (Y) _____
Recall Years: _____
Super Seniority (Y) _____
Arb: (Y) _____
Type: _____
Cost (E/L/O): _____
Mediation Step:(Y) _____

OTHER

Fairshare: (Y) _____
Residency: (Y) _____
Drug Test: (Y) _____
Fitness Std.: (Y) _____
Sub-Contract: (Y) _____
Min Staff: (Y) _____
Successor/Priv.: (Y) _____
MAD: (Y) _____

WAGE INCREASE ACROSS BOARD

PAGE _____

Date of Increase 1 / 1 / 14

Percent 2.375 %
Hourly \$ _____
Annual \$ _____
Lump Sum \$ 100.00
Comments signing bonus

Date of Increase _____ / _____ / _____

Percent _____ %
Hourly \$ _____
Annual \$ _____
Lump Sum \$ _____

Comments _____

Date of Increase _____ / _____ / _____

Percent _____ %
Hourly \$ _____
Annual \$ _____
Lump Sum \$ _____

Comments _____

Date of Increase _____ / _____ / _____

Percent _____ %
Hourly \$ _____
Annual \$ _____
Lump Sum \$ _____

Comments _____

BENCHMARKS

PAGE: _____

Job Title Corrections Officers

Date 1 / 1 / 14 _____ / _____ / _____ _____ / _____ / _____ _____ / _____ / _____

Work Week: _____

Hrs/Day: _____

Entry \$ 17 .66 \$ _____ . _____ \$ _____ . _____ \$ _____ . _____

Days/Yr: _____

Steps: _____

Top \$ 21 .35 \$ _____ . _____ \$ _____ . _____ \$ _____ . _____

Step Yrs: _____

Job Title _____

Date _____ / _____ / _____ _____ / _____ / _____ _____ / _____ / _____ _____ / _____ / _____

Work Week: _____

Hrs/Day: _____

Entry \$ _____ . _____ \$ _____ . _____ \$ _____ . _____ \$ _____ . _____

Days/Yr: _____

Steps: _____

Top \$ _____ . _____ \$ _____ . _____ \$ _____ . _____ \$ _____ . _____

Step Yrs: _____

Job Title _____

Date _____ / _____ / _____ _____ / _____ / _____ _____ / _____ / _____ _____ / _____ / _____

Work Week: _____

Hrs/Day: _____

Entry \$ _____ . _____ \$ _____ . _____ \$ _____ . _____ \$ _____ . _____

Days/Yr: _____

Steps: _____

Top \$ _____ . _____ \$ _____ . _____ \$ _____ . _____ \$ _____ . _____

Step Yrs: _____

Job Title _____

Date _____ / _____ / _____ _____ / _____ / _____ _____ / _____ / _____ _____ / _____ / _____

Work Week: _____

Hrs/Day: _____

Entry \$ _____ . _____ \$ _____ . _____ \$ _____ . _____ \$ _____ . _____

Days/Yr: _____

Steps: _____

Top \$ _____ . _____ \$ _____ . _____ \$ _____ . _____ \$ _____ . _____

Step Yrs: _____

Job Title _____

Date _____ / _____ / _____ _____ / _____ / _____ _____ / _____ / _____ _____ / _____ / _____

Work Week: _____

Hrs/Day: _____

Entry \$ _____ . _____ \$ _____ . _____ \$ _____ . _____ \$ _____ . _____

Days/Yr: _____

Steps: _____

Top \$ _____ . _____ \$ _____ . _____ \$ _____ . _____ \$ _____ . _____

Step Yrs: _____

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF :

FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.,
EMPLOYEE ORGANIZATION,

and,

DELAWARE COUNTY SHERIFF,
EMPLOYER.

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CASE NO.(S): 11-MED-06-0927
(Sergeants)

(This will close the open case for
Case No.(s): 13-MED-09-1072)

FILING OF COLLECTIVE BARGAINING AGREEMENT
(Addendum)

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files a copy of an addendum and amendment to the Collective Bargaining Agreement executed between the parties in the above captioned case(s). (See attached). The Contract Data Summary Sheet is attached.

Respectfully Submitted



Tara M. Crawford
Paralegal
F.O.P., O.L.C.I.
222 East Town Street
Columbus, Ohio 43215
614-224-5700

cc: Daniel Guttman, dguttman@bakerlaw.com