

Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into this 16th day of October, 2012 between the Monroe County Sheriff's Office and the Fraternal Order of Police, Ohio Labor Council, Inc. . The purpose being, modification of certain Articles of the Collective Bargaining Agreement to include the new classification of Full-time Dispatchers into the current agreement between the parties effective February 1, 2012 expiring January 31, 2015. The terms of this Memorandum of Understanding shall take effect upon signing and shall remain in full force and effect until January 1, 2015 or until such time as modified through mutual agreement.

Except for modifications contained in this MOU, the remainder of the Collective Bargaining Agreement shall stay unchanged and in full force and effect.

Modifications are denoted as bold and underlined. The remainder of each article is unchanged.

Therefore, the parties agree to the following:

ARTICLE 2 RECOGNITION

Section 2.1. Sole and Exclusive Representative. The Employer recognizes the Ohio Labor Council as the sole and exclusive representative of all Deputies of the Monroe County Sheriff's Office, as clarified through the State Employment Relations Board (SERB), in case number 05-REP-03-0031, and of all full-time Sergeants of the Monroe County Sheriff's Office, as clarified through the State Employee Relations Board (SERB), in case number 2011-REP-02-0016 **and of all full-time Dispatchers of the Monroe County Sheriff's Office, as clarified through the State Employee Relations Board (SERB), in case number 2012-REP-02-0019** for the purpose of negotiating wages, hours, terms and conditions of employment.

Section 2.2. New Positions. If the Employer creates any new positions within the Sheriff's Office, the Labor Council, upon written request to the Employer, shall meet with the Employer to discuss the possible inclusion of the new classification into the appropriate and recognized bargaining unit. In the event a dispute would arise as to the inclusion/exclusion of said position(s) regarding the affected bargaining unit, the parties agree the SERB shall decide the issue.

ARTICLE 7
UNION REPRESENTATION

Section 7.1. Representatives. The Employer recognizes the need for adequate representation of its employees and therefore agrees that Labor Council employee representatives are allowed as follows:

Three (3) representatives of the Deputies Unit, and two (2) representatives of the Sergeants Unit, **and two (2) representatives of the Dispatch Unit.**

Section 7.2. Responsibilities of Representatives. Labor Council employee representatives shall be permitted to conduct their Labor Council activities specifically for the investigation and processing of grievances and attendance at labor-management meetings, upon release from their assigned duties by the Sheriff or his designee. They shall be permitted to attend grievance hearings or other meetings which have been scheduled by the Employer or his representative(s) to be held during regular duty hours, without loss of regular pay or benefits.

County vehicles shall not be utilized for travel to conduct Labor Council business, except to the extent authorized, in advance, by the Sheriff or his designee. Any Labor Council representative found abusing the provisions of this article shall be subject to disciplinary action and revocation of the privileges provided herein.

Section 7.3. Non-Employee Representatives. No more than two (2) non-employee Labor Council representatives will be recognized by the Employer as a service provider(s) to members of the bargaining unit. The Labor Council will provide the name(s) of its non-employee representatives in writing to the Employer. Labor Council non-employee representatives shall be admitted to the Employer's facilities and sites for the purpose of investigating and processing grievances or attending meetings as permitted herein, upon reasonable advance notice to the Employer. The Labor Council agrees that such activities shall not interfere with the normal work duties of employees, except the extent authorized in advance by the Employer.

Section 7.4. Representatives at Meetings. Where grievance hearings or other meetings have been scheduled by the Employer or its representative(s), to be held during regular duty hours, the Labor Council employee representative(s) and the aggrieved party in attendance shall not suffer loss in regular pay or benefits. The Labor Council employee representative(s) shall be recognized by the Employer as the appropriate Labor Council representative(s) at Steps 2 and 3 of the grievance procedure. The employee representative who processes the grievance shall act as the representative throughout the steps of the grievance procedure unless mutually agreed otherwise.

Section 7.5. Notice to the Employer. The Labor Council shall provide the Employer a list of bargaining unit representatives elected in each unit

Section 7.6. Attendance at OLC Annual Conference. The Employer agrees that one (1) delegate per bargaining unit, but at least one (1) delegate from the bargaining units, may be permitted one (1) day of vacation or personal leave to attend the annual Labor Council conference.

Section 7.7. Ballot Box. The Labor Council, after prior notification to the Employer, may place one (1) ballot box at the Office for the purpose of collecting members' ballots regarding Labor Council affairs and/or other mutually agreeable issues. The ballot box and ballots are the property of the Labor Council and not subject to review of the Employer. The ballot box shall be removed as soon as practicable by the Labor Council. The Sheriff will designate the location of the ballot box.

Section 7.8. Bulletin Boards. . The Employer will provide space for a bulletin board that will be provided by the Labor Council for Labor Council use only, with approximate size of 3' by 4', which shall be placed in a mutually agreeable location in the Sheriff's Office Building. No material may be posted on the Labor Council bulletin board except by members of the Labor Council. Material posted on the bulletin board shall relate only to the Union meetings, elections, social events, and reports affecting the employees in the bargaining unit, and shall not at any time contain the following:

- A. personal attacks upon any other member or any other employees;
- B. scandalous, scurrilous, or derogatory attacks upon the administration;
- C. attacks on any other employee organization, regardless of whether the organization has local membership; and
- D. attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization.

ARTICLE 11 SENIORITY

Section 11.1. There will be three (3) types of seniority:

- a) County seniority which is the total length of time that an employee has worked for Monroe County and will only be used for vacation accrual

b) Sheriff's Office seniority which is the total uninterrupted length of continuous service with the Employer

c) Classification seniority which is the total uninterrupted length of continuous service within a particular classification, Deputy, or Sergeant or **Dispatcher**.

A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

Section 11.2. An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

Section 11.3. Employees laid off shall retain their seniority for a period of eighteen (18) months from the date of layoff, or their actual seniority time, as described in Article 14, Layoff and Recall, Section 5.

Section 11.4. Every twelve (12) months thereafter, the Sheriff shall provide to the Union a seniority list in order of the seniority by last date of hire, and seniority for total county seniority for vacation accrual and also classification seniority date

Section 11.5. Any employee who desires to challenge any information on the list must do so, in writing, to the Sheriff within fourteen (14) calendar days after the list is posted.

ARTICLE 27 UNIFORMS

Section 27.1. New Employees. The Employer shall issue new uniforms and equipment (leather only) to all new employees. **Leather gear, with the exception of regular pants belt shall not be part of the equipment issued to Dispatchers.** The amount allocated shall be pursuant to the Employer's rules, regulations, and procedures, and shall not exceed three hundred dollars (\$300.00). Once the new employee completes probation, he/she shall be entitled to the amount defined in section 27.2 on a pro rated basis with the initial allocation of three hundred dollars (\$300.00) factored into the total.

Section 27.2. Uniform Allowance. Effective January 1, 2012, and each year thereafter, each full time deputy **and sergeant** shall be entitled to an annual uniform allowance, not to exceed eight hundred dollars (\$800.00) per year. **Each dispatcher and** part time deputy shall be entitled to an annual uniform allowance, not to exceed four hundred dollars (\$400.00). In the event the total allotted amount is not utilized during any yearly period January 1 through January 1, the remaining amount shall be forfeited.

Section 27.3. Uniform Upkeep and Return. The employee shall be responsible for the upkeep of his uniform, and the Employer hereby states that whatever the employee purchases with his allowance (except badges) shall be owned by the employee and not subject to being returned to the Employer upon termination of employment. Upon termination of employment, the employee shall surrender to the Employer any and all badges in his possession unless said employee retires or is killed in the line of duty. In such a case, the family of the fallen officer is permitted to keep the badges.

Section 27.4. Use and Wearing of Equipment. Equipment and other items not issued or required by the Employer may be utilized or worn only with the permission of the Employer.

Section 27.5. All Employer property shall be subject to proper care and maintenance by the employee. Failure to properly maintain or care for Employer property shall be grounds for discipline and loss of replacement rights under this article.

Section 27.6. Where an employee supplies evidence that he sustained damage to personal property while performing the duties of his assigned work and performed his duties with due caution and without negligence on his part, the Employer shall reimburse the employee for the cost of necessary repairs or replacements, but no more than fifty dollars (\$50.00) for jewelry items. The employee shall present the damaged personal property for the Employer's inspection prior to the repair or replacement of said property. Repair or replacement of said property shall be at the Employer's option.

Section 27.7. In the event of damage to prescription eye glasses, including frames, contact lenses, and dentures in accordance with this article, the Employer shall pay the difference between the amount of reimbursement from Workers' Compensation and the actual cost of repair or replacement, if any.

ARTICLE 31 WAGES

Section 31.1.

Effective the first full pay period after February 1, 2012:

| | <u>Probation</u> | <u>After 6 mo.</u> |
|-----------|-------------------------|---------------------------|
| Deputy 2% | \$13.85 | \$15.09 |

| | | |
|---------------------|---------|---------|
| Part time Deputy 2% | \$13.85 | \$15.09 |
|---------------------|---------|---------|

| | | |
|-------------------|----------------|----------------|
| Sergeant | \$16.11 | |
| <u>Dispatcher</u> | <u>\$10.00</u> | <u>\$11.00</u> |

Section 31.2. The Employer shall continue to provide data such as sick leave and vacation balance, tax deductions, and PERS on pay check stubs.

Date signed:

For the Fraternal Order of
Police, Ohio Labor Council:

W. Gibson

Michael Beach

For the Monroe County
Commissioners:

Tim R. Laine

Carl M. Dwyer

J. P. [Signature]

For the Monroe County Sheriff:

Charles R. Black

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF :

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

MONROE COUNTY SHERIFF,
EMPLOYER.

}
}
}
}
}
}
}
}
}
}
}

CASE NO.(S): 11-MED-11-1669
11-MED-11-1670

FILING OF MEMORANDUM OF UNDERSTANDING
TO THE 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 to the Collective Bargaining Agreement executed between the parties in the above captioned case(s). (See 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: Mr. Charles Black
chuck.black@monroesheriff.com