



**LABOR AGREEMENT BETWEEN**  
**THE MARION COUNTY SHERIFF**  
**AND THE MARION COUNTY BOARD OF**  
**COUNTY COMMISSIONERS**

**AND**

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

**JULY 1, 2011**

**THROUGH**

**JUNE 30, 2014**

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Section 2.3 All references to employees in this Agreement designate both sexes and whenever one gender is used it shall be construed to include all genders.

Section 2.4 The Employer agrees not to interfere with the rights of employees to become members of the Union. There shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee activity in an official capacity on behalf of the Union.

Section 2.5 The Union recognizes its responsibility as bargaining agent and agrees to equally represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

Section 2.6 The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

### **ARTICLE 3 UNION RECOGNITION**

Section 3.1 The Employer recognizes the Union as the sole and exclusive representative for the purpose of negotiating rates of pay, fringe benefits and other conditions of employment for those employees of the Employer in the Bargaining Units hereinafter described. The Bargaining Units covered hereunder are as follows: Bargaining Unit C-2 which shall consist of Dispatchers; and Bargaining Unit C-3 which shall consist of Deputy Sheriffs. Although the parties have engaged in multi unit negotiations, the parties recognize that no bargaining unit employee has occupied the classification of Dispatcher since on or about July 1, 2009. Whenever used in this Agreement, the term "Bargaining Unit" shall be deemed to include those individuals employed full time and holding seniority in the above classifications.

Section 3.2 All positions and classifications not specifically established herein as being excluded from the bargaining unit shall be included in the bargaining unit.

Section 3.3 Notwithstanding the provisions of this Article, management, confidential, fiduciary, supervisory, temporary, seasonal, and employees in the unclassified service shall not be included in the bargaining unit.

### **ARTICLE 4 UNION SECURITY**

Section 4.1 The Employer and the Union agree that membership in the Union is available to all employees occupying classifications, as have been determined by this Agreement, appropriately within the bargaining unit, upon the successful completion of the probationary periods as defined in Article 13 of this Agreement.

Section 4.2 The Employer agrees to deduct regular Union membership dues each pay period from the pay of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employees. The signed payroll deduction

form shall be presented to the Employer by the employee of the Treasurer of the Union. Upon receipt of the proper authorization, the Employer shall instruct the Auditor to begin deducting Union dues from the payroll check for the pay period following the pay period in which the authorization was received by the Employer and to continue such deductions from the payroll check for each following pay period unless and until instructed otherwise. Amounts deducted shall be remitted to the FOP/OLC. The FOP/OLC shall advise the Employer, in writing, of the amounts to be deducted. The Union shall designate, in writing, the address where the check-off monies shall be remitted.

Section 4.3 Pursuant to the authority granted in Section 4117.09 of the Ohio Revised Code, the Employer and the Union agree that as a condition of employment all employees in the bargaining unit who do not become members of the Union shall, sixty (60) days following the beginning of employment, pay to the Union a fair share fee. Nothing herein shall require any employee to become a member of the Union, nor shall fair share fees exceed dues paid by members of the Union who are in the bargaining unit covered hereunder. The Union represents to the Employer that it has prescribed and shall maintain in force throughout the term of this Agreement an internal procedure to determine a rebate, if any, of any such fair share fee for non-Union employees which conform to Federal law as required pursuant to the provisions of Section 4117.09 of the Ohio Revised Code. The internal rebate procedure shall provide for a rebate of expenditures in support of partisan politics or ideological causes not germane to the work of the Union in the realm of collective bargaining. The deduction of a fair share fee by the Employer from the payroll check of the employee and its payment to the Union as hereinafter provided is automatic and does not require the written authorization of the employee.

Section 4.4 Any employee who is a member of and adheres to established and traditional tenets and teachings of a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting a Union and which is exempt from taxation under the provisions of the Internal Revenue Code shall not be required to join or financially support the Union as a condition of employment. Upon submission of proper proof of religious convictions to the State Employment Relations Board, the Board may declare any such employee exempt from becoming a member of or financially supporting the Union. Any such employee so found by the State Employment Relations Board to be exempt from becoming a member of or financially supporting the Union shall be required, in lieu of a fair share fee, to pay an amount equal to such fair share fee to a non-religious charitable fund exempt from taxation under Section 501(C)(3) of the Internal Revenue Code mutually agreed upon by the employee and the representative of the Union. Any such employee shall furnish to the Union written receipts evidencing such payments and failure to make such payments or furnish such receipts to the Union shall subject the employee to the same sanctions as would non-payment of dues as herein provided.

Section 4.5 It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues and fair share fees and the Union hereby agrees that it will fully protect, indemnify and hold the Employer harmless from any claims, actions or proceedings by an employee arising from deductions made by the Employer pursuant to this Article. Once the funds are submitted to the Union, the distribution thereafter shall be the sole and exclusive obligation and responsibility of the Union.



Section 5.3 The Union shall provide to the Employer an official roster of its officers and local Union representatives which is to be kept current at all times and shall include the following:

- A. Name
- B. Address
- C. Home telephone number
- D. Immediate supervisor
- E. Union office held

Section 5.4 The investigation and writing of grievances shall be on duty time so long as needed information can be secured during these times. Such activities shall not be undertaken without permission of supervisors.

Section 5.5 Rules governing the activity of the FOP/OLC representatives are as follows:

- A. The Union agrees that no official of the Union (employee or non-employee) shall interfere, interrupt or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent authorized in Article 5.
- B. The Union shall not conduct Union activities in any work area without notifying the supervisor in charge of that area of the nature of the Union activity.
- C. The Union employee-official shall cease Union activities immediately upon the reasonable request of the supervisor of the area in which Union activity is to be conducted or upon the reasonable request of the employee's immediate supervisor so long as such request is not made during an actual grievance hearing. The Union representative will be given a reasonable alternate time period in which to complete Union activity by the supervisor.
- D. If it is determined that the Union employee representative is abusing the rules of this section, he/she shall be subject to disciplinary action.
- E. Any dispute involving the Employer's enforcement of this Section may be appealed through the grievance procedure.

Section 5.6 The Employer agrees that one (1) non-employee officer or representative of the Union shall be admitted to the Employer's facilities and sites during working hours upon prior notification to the Sheriff, or his designated representative, and upon compliance with any visitor registration procedures then in effect upon entering the facility. Such visitation shall be for the purpose of processing grievances or to attend other meetings permitted herein. Such activities shall not interfere with the normal work duties of employees, except to the extent authorized in advance by the Employer.

Section 5.7 Labor Council representatives within the bargaining units shall be granted up to a total of fifteen (15) days paid leave per year to attend Labor Council training or conferences. The fifteen (15) days may be divided among the Labor Council representatives, as FOP/OLC determines. Up to five (5) of these days may be used by the FOP/OLC representative or delegate to attend training or state and national board meetings or conferences.

Section 5.8 The Employer shall provide reasonable space in the Employer's facilities of FOP/OLC to maintain a file cabinet for the purpose of maintaining its records.

## **ARTICLE 6 MANAGEMENT RIGHTS**

Section 6.1 Except as specifically limited herein, the Employer shall have the exclusive right to administer the business of the Office and to perform other functions and responsibilities which are required by law. Specifically, the Employer's exclusive management rights include, but are not limited to:

- A. Manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for just cause, and to maintain order among employees;
- B. To promulgate and enforce reasonable employment rules and regulations and to otherwise exercise the prerogative of management;
- C. To manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed;
- D. To determine the Office's goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes;
- E. To determine the size and duties of the work force, the number of shifts required, to establish work schedules, and assignments to establish, modify, consolidate, or abolish jobs (or classifications); and to determine staffing patterns, including, but not limited to, assignment of employees, numbers employed, duties to be performed; qualifications required, and areas worked; also to include the right to relieve employees from duty due to the lack of work or lack of funds;
- F. To determine when a job vacancy exists, the standards of quality and performance to be maintained;
- G. To maintain the security of records and other pertinent information; and
- H. To determine and implement necessary actions in emergency situations.

Section 6.2 The Union agrees that all rights and responsibilities of the Employer not expressly restricted or modified herein and as permitted by law shall remain the function of the Employer.

Section 6.3 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this agreement are, and shall remain, exclusively those of the Employer and shall not be subject to the grievance procedure. The parties agree to meet to discuss possible remedies to issues or concerns raised by the Union from changes or modifications by the Employer of its operation.

## **ARTICLE 7 NO STRIKE/NO LOCKOUT**

Section 7.1 Policy Inasmuch as the Agreement provides machinery for the orderly resolution of grievances, the Employer and the Union agree that their mutual responsibility is to provide for uninterrupted service to the citizens of Marion County.

Section 7.2 Union Responsibilities The Union agrees that so long as this Agreement has force and effect, neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer, by its members or other employees of the Employer. When the Employer notifies the Union that any of its members are engaged in any such strike activity, as such violation, disclaim approval, and conspicuously post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to return to work immediately.

Section 7.3 Cancellation Of Contract After said notice has been posted and the order to return to work has been accomplished, the Union as a whole shall be held harmless for any further actions of its members. However, should the Union fail to publicly denounce such violation and post such notice, the Employer shall have the option of canceling any or all articles(s), sections(s), or sub-sections(s) of this Agreement.

Section 7.4 Discipline Of Employee Any employee failing to return to work after notification by the Union as provided herein, or who participates or promotes such strike, activities as previously outlined, shall be subject to disciplinary action on an individual basis, up to and including discharge, and only the question of whether or not he/she did in fact participate in or promote such action shall be subject to appeal.

Section 7.5 No Lockout The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of employees of the bargaining unit, unless those members shall have violated the provisions of this Article.

## **ARTICLE 8 MAINTENANCE OF STANDARDS**

Section 8.1 The parties understand and agree that this Article reflects the commitment of the parties to the Agreement and to maintain the standards of employment established in this Agreement. Any term and/or condition of employment not specifically established or modified by this Agreement shall not be changed during the term of this Agreement. Nothing in this section is



## **ARTICLE 10            LABOR MANAGEMENT MEETINGS**

Section 10.1 Meetings In the interest of sound Labor/Management relations, the FOP/OLC and the County will meet at agreeable dates and times for the purpose of discussing those matters outlined in Section 10.2 below. Normally, meetings held within this Article will be once every three (3) months unless matters of urgent nature require additional meetings. No more than three (3) employee representatives of the FOP/OLC, three (3) representatives of the County, and one (1) non-employee representative of the FOP/OLC shall be permitted to attend such meetings.

Section 10.2 Agenda The party requesting the meeting shall furnish an agenda with the request. The FOP/OLC shall furnish the names of the employees who will be attending. Subjects that may be discussed at these meetings shall include (but not limited to) the items listed below:

- A. Discuss the administration of this Agreement;
- B. Notify the FOP/OLC of changes made by the County which may affect bargaining unit members;
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest to the parties;
- E. Give the FOP/OLC representatives the opportunity to share the view of their members and or make suggestions on subjects of interest to their members;
- F. Discuss ways to improve efficiency and work performance; and
- G. Consider and discuss health, safety and training matters.

Section 10.3 FOP/OLC employee representatives attending Labor/Management meetings shall not suffer a loss in pay for hours spent in such meetings, if held during the employee's regular scheduled hours of work.

Section 10.4 Nothing in this article in any way prevents the Sheriff from implementing management decisions within the office.

## **ARTICLE 11            WORK RULES**

Section 11.1 The Union recognizes that the Employer or his designee(s), in order to carry out his statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures, and directives, consistent with statutory authority, to regulate the personal conduct of employees and the conduct of the Employer's services and programs.

Section 11.2 It is the Employer's intention that work rules, policies, and directives, should be interpreted and applied uniformly to all employees under similar circumstances.

Section 11.3 It is agreed that, where the Employer has determined that written work rules are necessary, and to the extent any work rules have been or will become reduced to writing, the Employer will make available to the employees. Copies of newly established written work rules, or amendments to existing work rules will be furnished to, and upon request, will be discussed with representatives of the Union no less than seventy-two (72) hours before implementation.

Section 11.4 The parties recognize that it is the philosophy of the Employer to inform the employees in advance of any change in the work rules. This notice shall be by posting such rule(s) on the bulletin board(s) and signed and dated by all affected employees after reading such rules.

## **ARTICLE 12           EMPLOYEE ALCOHOL AND DRUG TESTING**

Section 12.1 Statement of Policy The Employer and the FOP/OLC recognize and agree that it is their mutual goal and pledge to maintain and assure safe and effective law enforcement for and service to its citizens.

Section 12.2 Notice of Policy All members shall be provided a copy of this Article and all newly hired employees will be provided with a copy of it on or about their initial date of hire. No member shall be tested before a copy of this Article is provided to him/her.

Section 12.3 It is the intention of the Employer and FOP/OLC to fully comply with all the requirements of the Bureau of Workers' Compensation in maintaining a drug-free workplace. This Agreement will be modified as necessary to assure that the County of Marion can comply with the Level 1, 2, and 3 programs of the Bureau of Workers' Compensation in maintaining a drug-free workplace. This policy shall be modified as necessary so as to allow the County of Marion to comply with any future requirements of the Bureau of Workers' Compensation in regards to the maintenance of a drug-free workplace. This policy applies to every employee, including top management, as well as to members of the union.

### Section 12.4 Definitions

- A. The definitions of a "Drug-free Workplace Program", "Prescription Drug Abuse", "Accident", "Reasonable Suspicion", "Random Selection", and "Drug and Alcohol Testing," shall be defined as set forth in Ohio Adm.Code 4123-17-58.
- B. "Misuse of Alcohol" means to consume ethyl, methyl or isopropyl alcohol in violation of this Article.
- C. "Refuse to Cooperate" means (i) to obstruct the specimen collection process, (ii) to attempt to or to tamper with the collection or testing process, or (iii) to fail to provide breath, blood, head hairs and/or urine specimens adequate for testing when directed to do so, without promptly establishing a medical basis for the failure to provide such specimens. This method of collection will be determined by Employer.

- D. "Under the Influence of Alcohol" means an alcohol concentration of .02 grams per 210L of breath or more or 0.027% or .02 grams of alcohol per 100ML of blood or 0.03 grams of ethyl alcohol per 100ML of urine.

Section 12.5 Prohibitions Members shall be prohibited from:

- A. Reporting to work or working under the influence of alcohol or consuming alcohol within eight hours prior to a regular shift.
- B. Consuming or possessing alcohol at any time while on duty, or anywhere on any Employer premises or in any Employer vehicles, except when authorized in the line of duty.
- C. Possessing, using, selling, purchasing, manufacturing, dispensing or delivering any illegal drug at any time and at any place, except when authorized in the line of duty.
- D. Abusing any prescription drug.
- E. Failing to report immediately to their supervisor any duty-related restrictions imposed as a result of prescription or over-the-counter medications they are taking.

Section 12.6 Drug and Alcohol Testing Permitted.

- A. Reasonable Suspicion. Where the Employer has reasonable suspicion to believe that: (a) a member is being affected by the use of alcohol, or consuming or possessing alcohol in violation of this Article (i.e., not in the line of duty); or (b) is abusing prescription drugs; or (c) is possessing (not in the line of duty) or using illegal drugs, the Employer shall have the right to require the member to submit to alcohol or drug testing as set forth in this Article. Members shall not be subjected to random medical testing involving blood, breath or urine analysis or other similar or related tests for the purpose of discovering possible drug or alcohol abuse, except as specifically provided for in this Article.
- B. Random Testing. During a work shift, all members are subject to random testing for drugs or alcohol effective January 1, 2000. The annual number of such random tests shall not exceed 25% or the number necessary to comply with the Bureau of Workers' Compensation's Drug-Free Work Place Program, whichever percentage is higher. Such tests shall be spread reasonably throughout the year. The Employer shall contract with an outside contractor who shall select members for random testing using a scientifically-valid method and lists of members supplied by the Employer each month. Members notified of their selection for random testing shall proceed immediately to the collection site. Members who are on leave, vacation, or already absent at the time of their selection, will be excused but remain subject to future random testing.
- C. Pre-Employment Testing. Nothing in this contract shall limit the right of the Employer to conduct any tests it may deem appropriate for persons seeking employment prior to their date of hire. The parties agree that the union has no role or responsibility with regard to any such pre-employment testing.

- D. Post-Incident Testing. Post-incident testing will be conducted whenever an incident occurs. An incident is defined as an unplanned, unexpected, unintended, or wrongful event that occurs on Employer's property, during the conduct of Employer's business, or during working hours, or which involves Employer-supplied property that are used in conducting Employer business, or is within the scope of employment, or involves a citation for improper driving, and which results in any of the following:
1. An employee of the Employer is involved in an incident where there is a fatality of anyone involved in the incident;
  2. An employee of the Employer is involved in an employment-related incident that causes a danger of bodily injury to the employee and/or another person that could require off-site medical attention away from the Employer's place of employment in which there is a reasonable basis for concluding that the employee's conduct was negligent or wrongful;
  3. An employee of the Employer is involved in an employment-related incident that causes vehicular damage;
  4. An employee of the Employer is involved in an employment-related incident that results in non-vehicular damage;

When such an incident results in one of the situations above, any employee who may have contributed to the incident will be tested for drugs or alcohol use or both.

Drug and/or Alcohol Testing After an Incident. Urine specimen collection or a breath test is to occur immediately after a need has been determined in accordance with D(1) through D(4) above. Breath or saliva alcohol testing will be performed within two (2) hours of the incident whenever possible, but within eight (8) hours, or not performed. If the employee responsible for the employment-related incident is injured, that employee herein expressly grants unto the Employer, its officers and management, the right to request that attending medical personnel obtain appropriate specimens (breath, blood and/or urine) for the purpose of conducting alcohol and/or drug testing.

Section 12.7 Order to Submit to Testing A member's refusal or failure, when ordered, to submit within the time limits provided hereinafter to a test permitted by this Article shall subject the member to discipline. By taking a test under this Article; however, an employee shall not be construed as waiving any objection or rights that he or she may possess. Within twenty-four (24) hours of the time the member is ordered to submit to reasonable suspicion testing, the Employer shall provide the member with a written notice setting forth the information and observations which form the basis of the order to test.

Section 12.8 Test to be Conducted In conducting the testing authorized by this contract, the Employer shall comply with the following:

- A. The lab selected to perform drug tests shall be federally certified to do drug testing. (It is understood that the lab taking the samples may not be federally certified.) Personnel

employed by the lab shall be certified as required by federal certification requirements. The facility collecting and testing breath specimens shall hold all legally-necessary licenses.

- B. Collection of samples shall be conducted in a manner which is consistent with The United States Department of Health and Human Services (HHS) guidelines. Strict chain of custody procedures which are consistent with the United States Department of Health and Human Services (HHS) guidelines must be followed for all samples. The union and the Employer agree that the security of the specimens is absolutely necessary. Therefore, the Employer agrees that if the chain of custody of a sample is broken in any way which would significantly bring into question the accuracy of the testing, it shall be invalid and may not be used for any purpose.
- C. Urine specimens shall be collected in private, except in the circumstances described in 49 C.F.R. § 40.25(e)(2)(i, ii, iii), as follows:

Privacy

1. Procedures for collecting urine specimens shall allow individual privacy unless there is a reason to believe that a particular individual may alter or substitute the specimen to be provided, as further described in this paragraph.
2. For purposes of this part, the following circumstances are the exclusive grounds constituting a reason to believe that the individual may alter or substitute the specimen:
  - a. The employee has presented a urine specimen that falls outside the normal temperature range (32° - 38°C/90° - 100°F), and
  - b. The employee declines to provide a measurement of oral body temperature, as provided in paragraph (f)(14) of the part; or
  - c. Oral body temperature varies by more than 1°C/1.8°F from the temperature of the specimen;
  - d. The last urine specimen provided by the employee (i.e., on a previous occasion) was determined by the laboratory to have a specific gravity of less than 1.003 and a creatinine concentration below .2g/L;
  - e. The collection site person observes conduct clearly and unequivocally indicating an attempt to substitute or adulterate the sample (e.g., substitute urine in plain view, blue dye in specimen presented, etc.).
3. The employee will have the option of reporting to the collection site in plain clothes and in an unmarked vehicle for the purpose of providing the urine specimen.

- D. A split urine sample shall be collected in all cases of drug testing for an independent analysis in the event of a positive test result. All urine samples must be stored and preserved in a manner that conforms to HHS guidelines.
- E. Members have the right for a union representative to be present during the collection of samples (and any pre-collection interviews of members intended to determine whether reasonable suspicion exists), but the exercise of such right shall not unreasonably delay the collection of the sample. For alcohol tests, "unreasonable delay" means one (1) hour or more; for drug tests, "unreasonable delay" means two (2) hours. Prior to submitting a specimen, the member will be asked to sign a consent-refusal form and may be subject to discipline for refusing to sign such form.
- F. The Employer's drug testing lab will confirm any urine sample that tests positive in initial screening for drugs by testing a portion of the same sample by gas chromatography/mass spectrometry (GC/MS). All positive confirmed samples and related paperwork must be retained by the testing lab for at least twelve (12) months or (provided written notice is given the lab by the union or Employer, before the expiration of the 12-month period), for the duration of any grievance, disciplinary action or legal proceeding, whichever is longer.
- G. The Employer will provide members who test positive for drugs with an opportunity to have the split urine specimen tested by a clinical laboratory or hospital facility of the member's choosing, at the member's own expense, providing the member notifies the Employer within seventy-two (72) hours of receiving the positive results and provided further that the laboratory or clinic and the testing procedure, including chain of custody, meets or exceeds the standards established in this contract.
- H. The Employer will require that its drug testing lab and breath testing facility report that a specimen is positive only if both the initial screening and confirmation test are positive. Drug test results shall be evaluated by the Medical Review Physician, as defined in section 12.9(B), in a manner to ensure that a member's legal drug use and diet are properly taken into account when evaluating the test results. For the purpose of this Article, a positive drug test result means the presence of drugs and/or their metabolites in a member that equals or exceeds the levels as defined in section 12.9 below.

The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein, the Employer shall return such information without copying and will not use such information in any manner or form adverse to the member's interests.

- I. With regard to alcohol testing, tests shall be performed by an individual(s) selected by the Employer and union and certified under federal standards. An initial positive alcohol level of .02 grams per 210L of breath shall be considered positive for purposes of authorizing the conduct of the confirming alcohol test to the extent permitted under Ohio public records laws. If initial screen results are negative; i.e., below the positive level, testing shall be discontinued, all samples destroyed, and records of the testing expunged from the member's personnel file. Only members with screen test results that are positive on the initial screen

shall be subject to confirmation testing for alcohol. With respect to confirmation testing, a positive alcohol level shall be .02 grams per 210L of breath. If confirmatory breath testing results are negative; i.e., below the positive level, all records of the testing shall be expunged from the member's personnel file.

- J. Provide each member tested with a copy of all information and reports received by the Employer in connection with the testing and the results.

Section 12.9 Drug Testing Standards (HHS Standards)

- A. Screening Test Standards. The standards used for testing for drugs shall be the HHS standards in effect at the time the test is administered.
- B. Medical Review Physician (MRP). The Medical Review Physician (MRP) shall be chosen and agreed to by the union and Employer and must be a licensed physician who is familiar with the characteristics of the tests used (sensitivity, specificity, and predictive value) and the facilities running the tests. The role of the MRP will be to review and interpret positive drug test results and endeavor to notify the member by telephone or in person of any positive test results. He/she shall examine alternate medical explanations for any positive test results. This may include conducting a medical interview with the affected member, review of the member's medical history, review of the member's assignment, review of the chain of custody and review of any other relevant biomedical factors. The Medical Review Physician must review all medical records made available by the testing member when a confirmed positive test could have resulted from legally prescribed medication. A member shall be expected to cooperate promptly with the MRP. After full review, the MRP may conclude that a positive test is negative based upon proof that the level of concentration of drugs and/or alcohol resulted from the use of a legally obtained prescription. If such conclusion is made, the MRP shall not provide any test results to the Employer and shall report the test results as negative. The MRP may verify a test as positive without interviewing the affected member if more than five (5) days elapse after the MRP first attempts to telephone the member. The MRP will protect the confidentiality of information sent to them to the maximum extent of the law, and will make disclosures only to the member regarding the member's own test results, and will make disclosure only of positive test results to authorized representatives of the union and Employer.

Section 12.10 Drug Test Screens In addition to being tested for alcohol, employees will be tested for the following drugs:

Amphetamines  
Barbiturates  
Benzodiazepines  
Cannabinoids  
Cocaine  
Methadone  
Methaqualone  
Opiates

Phencyclidine  
Propoxyphene

Other drugs tests may be conducted if there is a reasonable suspicion of the abuse of drugs.

Section 12.11 Disciplinary Action Except as provided in this paragraph, the use of a controlled substance may result in a discipline up to and including termination depending upon the seriousness of the offense. If an employee voluntarily discloses to the Employer a substance abuse problem prior to being requested to submit to any drug testing and prior to any work related incident, and the employee submits to treatment, the employee will be placed on leave until the employee is fit to return to duty, as determined by the Sheriff. The employee will be encouraged to take part in the County's Employee Assistance Program (E.A.P.) as outlined in the current Marion County Drug-Free Workplace Policy. The employee may use accrued leave benefits during the period of leave, and upon exhausting accrued leave will be on unpaid leave. Once the Sheriff determines that the employee is fit to return to duty, the employee may be reinstated to his position. During the first year after the employee is reinstated to his position, the employee shall be subject to drug testing at any time and for no cause. If the employee tests positive for illegal drugs on any of these tests, he is subject to immediate termination. Nothing in this section shall prohibit the Sheriff from taking appropriate disciplinary action related to illegal conduct engaged in by the employee.

## **ARTICLE 13 PROBATION PERIODS/PERFORMANCE EVALUATIONS**

Section 13.1 New Hire Every newly hired full-time employee will be required to successfully complete a probationary period of one (1) year. The New Hire Probationary Period shall begin on the first day for which the employee receives compensation from the Marion County Sheriff's Office. Probationary periods may be extended by mutual agreement of the parties.

Section 13.2 Promotions Or Lateral Transfers A newly promoted employee shall serve a probationary period of one (1) year. Should a promoted employee fail to satisfactorily complete his probationary period, he shall be returned to his former position and such determination by the Sheriff shall not be appealable through the grievance procedure of this agreement.

Section 13.3 Performance Evaluations During Probationary Periods Probationary and performance evaluations for newly hired, or promoted employees shall be one at least midway through the probationary period, at the conclusion of the probationary period and semi-annually thereafter.

Section 13.4 Performance Evaluations Of New Employees New hire probationary evaluations shall not be subject to appeal. A newly hired probationary employee may be terminated any time during his probationary period and such termination shall not be appealable through the grievance procedure of this Agreement.

**ARTICLE 14 SENIORITY**

Section 14.1 Definitions "Date of Hire Seniority" is an employee's uninterrupted length of continuous service with the Employer.

Classification Seniority is the date an employee enters a classification either by being hired or by changing from one classification to another. An employee must satisfactorily complete the required probationary period within a classification. An employee may leave a classification and return to it while reverting back to the employee's original classification date provided that the probationary period was satisfactorily completed within the classification.

A termination of employment lasting less than thirty-one (31) calendar 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.

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. The time spent on an approved leave(s) without pay which exceed thirty (30) calendar days in any calendar year or thirty (30) continuous calendar days shall not count toward seniority.

Section 14.2 Seniority List The Employer shall post seniority list once every six (6) months, on the Office bulletin board showing the continuous service of each employee with the Employer and their seniority within their current classification. Objections must be filed in writing within fifteen (15), calendar days of the posting, otherwise the list will be deemed valid.

**ARTICLE 15 FILLING OF POSITIONS**

Section 15.1 Definition Of Promotion The term promotion, for the purposes of this Agreement, shall mean the act of placing an Employee in a position within the bargaining unit which carries a higher salary range than that previously held.

Section 15.2 Notice Of Vacancy Whenever the Employer determines a job vacancy exists in the bargaining unit(s) a notice of such opening shall be posted on the Office bulletin board for seven (7) calendar days. During this period, anyone wishing to apply for the open position shall submit a written application to the Employer. The Employer shall not be obligated to consider any applications submitted after the posting period. A copy of each posting shall be furnished to the Union. Every notice for an open position shall contain the following information:

- Job classification
- Description of duties
- Rate of pay
- Date and time of posting

Section 15.3 Criteria Considered All timely-filled applications shall be reviewed considering the following criteria: seniority, qualifications, education, experience, work record, previous job performance, disciplinary record, physical and mental capability.

Section 15.4 Selection By Sheriff The position will be awarded to the individual who best meets the criteria as determined by the Sheriff. Nothing in this Article will prohibit the Sheriff from hiring outside the bargaining unit so long as the minimum requirements are met as determined by the Sheriff. Any person who bids and is not selected to fill a posted vacancy shall, upon written request, be given a written statement of the reasons for the determination.

## **ARTICLE 16 TEMPORARY ASSIGNMENTS**

Section 16.1 Authority The Employer may temporarily assign employees to a different classification. This Article addresses temporary assignments of an employee to a position in another classification and does not address reassignments of employees to different assignments within their classification, special assignments of employees (as addressed in Article 22), nor is this Article intended to address "lateral transfers" (as addressed in Article 13.)

Section 16.2 Higher Pay Classifications If an employee is temporarily assigned from his or her regular classification to another classification that is in a higher pay range, the employee shall receive the minimum hourly rate for the higher paying classification that results in the employee receiving a higher rate of pay for all hours worked in the higher pay range classification.

Section 16.3 Lower Pay Classifications If an employee is temporarily assigned to a lower pay range classification, the employee shall continue to receive his or her normal rate of pay for the time spent in the lower pay range classification.

Section 16.4 Temporary Assignments More Than Sixty Days If a temporary assignment lasts more than sixty (60) days, the temporary opening shall be posted and filled by utilizing the same bidding procedures as would otherwise be used to fill a job vacancy under Article 14 of this Agreement. The period of temporary assignment may exceed sixty (60) days, but no more than one hundred twenty (120) days, when the temporary assignment is for the purpose of filling in for an individual on a leave of absence for a specific period (e.g. maternity leave, injury leave, etc.) with an expected date of return.

## **ARTICLE 17 LAYOFF AND RECALL**

Section 17.1 Reasons For Layoff Reasons for layoff shall be pursuant to the Ohio Revised Code. If a layoff of bargaining unit personnel is anticipated, the Employer shall notify the Union at least fourteen (14) days prior to such layoff whereupon the parties shall meet to discuss alternatives to layoffs.

Section 17.2 Notification Of Layoff In the event of a layoff, affected employees and the Union shall be sent a notice fourteen (14) calendar days prior to the effective date of layoff. Such notice shall be in writing and shall include reason for layoff and effective date of same.

Section 17.3 Order Of Layoff In the event of a layoff, the Sheriff shall select the classifications in which the layoffs are to be made and the following procedure shall govern such layoffs.

- A. All temporary, seasonal and casual employees within the affected classification shall be laid off first;
- B. Thereafter, all probationary employees within the affected classification shall be returned to a position in their prior classification, if in a promotional probationary period, or if the employee is in an original probationary period then the employee shall be laid off;
- C. Thereafter, all part-time employees within the affected classification shall be laid off;
- D. Thereafter, the layoff within the affected classification shall be made in inverse order of seniority. ("Date of Hire Seniority")

Section 17.4 Displacement\Bumping Those employees laid off pursuant to Section 17.3 above, shall have the right to bump into a lower or equal pay range classification or to another classification, Lieutenant to Deputy, Deputy to Dispatch, in which such employee has successfully completed his or her required probationary period. An employee may only displace another employee with less seniority.

Section 17.5 Recalls Recalls from layoffs shall be by classification with the laid off employee within the affected classification with the most seniority being recalled before others in the affected classification. When recalls occur, those employees having been affected by the layoff who have bumped into another classification shall have the first right to return to their original classification at the time of layoff. Any layoff that lasts longer than an affected employee's length of seniority at the time of the layoff or two (2) years, whichever is less, will cause the affected employee to lose his or her seniority and right of recall.

## **ARTICLE 18 SUBCONTRACTING**

Section 18.1 The Sheriff agrees that prior to any subcontracting of work that would result in the layoff of bargaining unit employees that Employer representatives will meet with the Union to discuss the possible alternatives to layoffs and the affect of the layoff. The Sheriff agrees to notify the Union at least thirty (30) calendar days in advance of the date scheduled for the layoff.

## **ARTICLE 19 GRIEVANCE PROCEDURE AND ARBITRATION**

Section 19.1 Purpose The grievance procedure is a formal mechanism intended to assure the employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered, and appropriate action taken to correct a particular situation. Punitive action shall not be taken against any employee for submitting a grievance in good faith.

Section 19.2 Definitions The term "grievance" shall mean an allegation by a bargaining unit employee or the Employer that there has been a breach, misinterpretation, or improper application of

this Agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this Agreement nor those matters not covered by this Agreement which are controlled by resolutions of the Marion County Board of Commissioners, or by the provisions of Federal and/or State laws and/or by the United States or Ohio Constitutions.

The term "days" when used in this article shall mean calendar days.

Section 19.3 Discipline Any employee who wishes to appeal disciplinary action taken by the Employer against him or her which disciplinary action is of a nature that qualifies for appeal under the Rules of the State Personnel Board of Review, but shall utilize the grievance procedure contained in this Agreement as his or her sole remedy.

Section 19.4 Grievance Procedures, Forms Grievances may be initiated by the Union or an aggrieved member. All grievances must be processed at the proper step of the progression in order to be considered at the subsequent step. Grievances involving a suspension, discharge and a grievance filed on behalf of all employees as a group shall be introduced at Step 2 of the grievance procedure.

Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect.

Any grievance not answered by management within the stipulated time limits shall automatically advance to the next step in the procedure. A grievance shall automatically be extended ten days upon request of either party, on the initial filing of the grievance not to include the day of the filing. All time limits may be waived upon mutual consent of the parties.

All written grievances must contain the following information to be considered:

- A. Aggrieved employee's name and signature;
- B. Aggrieved employee's classification;
- C. Date grievance was first discussed;
- D. Date grievance was filed in writing;
- E. Name of supervisor with whom grievance was discussed;
- F. Date, time and place grievance occurred;
- G. Description of incident giving rise to the grievance;
- H. Articles and sections of Agreement alleged to be violated; and
- I. Relief requested.

Section 19.5 Grievance Procedure In order for an alleged grievance to receive consideration, the grievance must be presented at Step 1 as hereinafter provided within seven (7) calendar days after the occurrence of the incident giving rise to the grievance. If the employee can prove beyond a reasonable doubt that he was unaware of the incident within the specified time limits, he shall have seven (7) calendar days from the time he can substantiate he became aware of the incident in which to file a grievance. In no case shall the time limit in which to file a grievance exceed thirty (30) calendar days from date of occurrence.

Any settlement of a grievance shall be final, conclusive and binding on the Employer, the Union and the employees.

The following steps shall be followed in the processing of a grievance:

Step 1 Supervisor The grievant must present the alleged grievance to his/her supervisor. It shall be the responsibility of the Supervisor to investigate and provide a solution or appropriate written explanation within seven (7) calendar days following the day on which the Supervisor was presented the grievance. The employee shall be permitted one (1) Union steward representative at this step of the procedure, if the employee so desires. In the absence of the steward, the local Union president may represent an employee at Step 1 of the procedure.

Step 2 Sheriff The employee, with no more than two (2) Union representatives, if the employee desires, may take up a grievance with the Sheriff and/or his designated representative within seven (7) calendar days after receiving the Step 1 reply. The Sheriff shall have seven (7) calendar days in which to schedule a meeting with the aggrieved employee and his representative(s). The Sheriff shall investigate and attempt to adjust the matter and shall respond to the grievant and/or Union representative(s) in writing within seven (7) calendar days following the meeting.

Step 3 Arbitration If the grievance is not satisfactorily resolved in Step 2, it may be submitted to arbitration upon request of the Union or Employer in accordance with this Section of this Article.

The Union or the Employer, based on the facts presented, have the right to decide whether to arbitrate a grievance. The right of the Union or the Employer to request arbitration over an adjusted grievance is limited to a period of fourteen (14) calendar days from the date final action was taken on such grievance under Step 2 in the grievance procedure and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the Employer.

Upon a determination to submit the dispute to arbitration, and after written notice from the initiating party to the other party, the parties shall meet within fourteen (14) calendar days in order to jointly draw up the request for list of arbitrators from the Federal Mediation and Conciliation Service for arbitration in accordance with the Service's then prevailing rules and practices for voluntary labor arbitration. Alternatively, the parties may agree to select an Arbitrator prior to requesting a list from FMCS.

In instances involving time-off discipline the parties expressly agree that arbitration shall be expedited. To that end, when requested by the Union, the Arbitrator shall be selected by the parties within thirty (30) calendar days of the Notice of Intent to Arbitrate, the Arbitrator selected shall have

thirty (30) calendar days from the date he/she accepts the appointment to schedule a hearing, and the Arbitrator shall have fifteen (15) calendar days to issue a written decision. The Arbitrator shall be made aware of these conditions. Neither party shall be permitted to file post-hearing briefs. Extensions shall only be by written, mutual agreement.

Upon mutual agreement, a pre-arbitration meeting shall be conducted. Such meeting shall be for the purpose of meeting to discuss the merits of the grievance, to exchange lists of witnesses (with a description of testimony expected) and to exchange copies of any documents expected to be used in the arbitration hearing. Requests for such meeting shall be in writing and presented/served on the other party at least thirty (30) calendar days after the Step 2 written answer. A meeting shall be scheduled for a date no later than fourteen (14) calendar days after receipt of request for a pre-arbitration meeting, unless parties agree otherwise. In the event of expedited arbitration, the request for the pre-arbitration meeting shall be within seven (7) calendar days of the notice of intent to arbitrate and the meeting and exchange of information shall occur within fourteen (14) calendar days thereafter. If either party should decide to utilize rebuttal documents or witnesses it shall inform the other party no later than seven (7) calendar days after the pre-arbitration meeting.

The arbitrator shall limit his or her decision strictly to the interpretation, application, or enforcement of the specific articles and sections of this Agreement, and shall be without power or authority to make any decision:

- A. Contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or of applicable laws.
- B. Limiting or interfering in any way with the powers, duties, or responsibilities of the Employer under applicable law. Limiting or interfering in any way with the powers, duties, or responsibilities of the County Commissioners under its rule-making powers not inconsistent with this Agreement.
- C. Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules, or regulations presently or in the future established by the Employer so long as such practice, policy, rules, or regulations do not conflict with this Agreement.
- D. Implying any restriction or condition upon the Employer from this Agreement, it being understood that, except to such restrictions or conditions upon the Employer that are specifically set forth herein, or are fairly infer able from the express language of any article and section hereof, the mater in question falls within the exercise of rights set forth in the article of this Agreement entitled "Management Rights".
- E. Concerning the establishment of wage scales, rates on new or changed jobs, or change in any wage rate unless otherwise provided in this Agreement.
- F. Providing agreement for the parties in those cases, where, by their contract, they may have agreed that future negotiations should occur to cover the matter in dispute.

- G. Granting any right or relief or any alleged grievance occurring at any time other than the contract period in which such right originated.

Section 19.6 Arbitrability The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

Section 19.7 Decision Of Arbitrator The decision of the Arbitrator resulting from any arbitration of any grievances hereunder shall be in writing and shall be final and binding upon the Employer, the Union and the employee or employees involved. The award, if in favor of the grievant, will be promptly implemented by the Employer.

Section 19.8 Cost Of Arbitration The cost of the services of the Arbitrator, the cost of any proof produced at the direction of the Arbitrator, the fee of the Arbitrator and rent, if any, for the hearing room, shall be borne by the losing party. The expenses of any non-employee witness shall be borne, if at all, by the parties calling them. The fees of the court reporter shall be paid by the party asking for one; such fee shall be split equally if both parties desire a reporter, or request a copy of any transcript. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during his or her normal working hours on the day of the hearing.

Section 19.9 Settlement Without Union When an employee covered by this Agreement represents himself in a grievance, the Employer will advise the Union of its disposition. An authorized Union representative shall be permitted to be present in such cases. No settlement shall be in conflict with any provisions of this Agreement.

Section 19.10 Informal Resolution Should an employee have a dispute or complaint that is not subject to the grievance procedure set forth above, the employee may reduce the matter to writing and submit it to his or her supervisor who shall then schedule a meeting with the employee and one (1) representative within seven (7) calendar days. After such meeting the supervisor shall give the employee a written answer. If the employee is not satisfied with the written answer given by his or her supervisor, then and in such event he or she may submit the written complaint or dispute together with the supervisor's written answer to the Chief Deputy for further consideration who shall then schedule a meeting with the employee and one (1) representative. Within seven (7) calendar days after such meeting the Chief Deputy shall give his written answer to the employee. If the employee is not satisfied with the Chief Deputy's written answer he or she may then submit the written complaint or dispute together with the supervisor's and the Chief Deputy's written answers to the Sheriff who shall then schedule a meeting with the employee and one (1) representative review the entire matter. The Sheriff shall, within seven (7) calendar days after the date of such meeting, give the employee his written answer to the Complaint or dispute which written answer shall be final and binding. Upon mutual agreement of the parties, this procedure may also be used for matters subject to or pending in the grievance procedure. It is the intent and desire of the Employer, Union, and employees that all matters of dispute, contract interpretation, discipline appeal, etc. which may or



Section 20.3 Complaints If after investigation, a complaint is determined to be unfounded, the report will be so classified. Unfounded complaints shall not be kept in the employee's personnel file.

If a record is made regarding an unfounded complaint, the personnel manager shall be responsible for destroying the records in accordance with the records retention schedule as approved by the County Records Commission and appropriate state agencies.

Any unfounded complaints shall not be the basis for disciplinary action against an employee.

In evaluating the evidence regarding the complaint about an employee's conduct, the Employer will take into account the length of time which has expired between the date of the alleged incident and the date the complaint is received as bearing on the credibility of the complaining party, along with all other facts and circumstances.

Section 20.4 Access To Documents, Cooperation In Investigation Excluding matters involving criminal investigations, any member who is charged with violating the Office rules and regulations or standards of conduct of an employee will be provided access to transcripts, records, written statements, and tapes pertinent to the case. All members of the Office shall be obligated to fully cooperate in the investigation conducted by the Employer. Either party has the right to take notes during an interview. If a transcript of the tape is made by the Employer, the member will be provided a copy of such transcript upon written request to the Employer.

Section 20.5 Corrective Action, Status Of Employee Pending Investigation And Pending Appeal Of Discipline Employees under investigation for a disciplinary determination may be placed on administrative leave and any such administrative leave shall be with pay until a determination has been made by the Employer.

An employee may remain on administrative leave during the pendency of an appeal of the discipline (through the grievance procedure) with the following conditions:

- A. Paid administrative leave shall continue until the Sheriff takes disciplinary action;
- B. The employee shall not accumulate leaves (e.g. sick, vacation, etc.) during a period of administrative leave;
- C. The decision of the Arbitrator to uphold, modify or order discipline shall be effective the date the discipline was issued by the Sheriff

Section 20.6 Discipline For Cause No bargaining unit member shall be reduced in pay and/or position, suspended, or removed, except for just cause.

Section 20.7 Pre-disciplinary Meetings Upon completion of an investigation and prior to a Pre-disciplinary meeting with the Sheriff or his designee, a member will receive a written statement of proposed charges and specifications. The specifications of the charges may be amended any time up to the time formal charges are brought. At the meeting, the charged bargaining unit member will be

allowed to present his response. A member who is charged, or his representative, may make a written request for a continuance, prior to the meeting. Such request will be granted where practical. The length of such continuance shall be mutually agreed upon. If the parties fail to agree to a new meeting date, the Employer may schedule the new date. An employee may waive a Pre-disciplinary meeting.

At the Pre-disciplinary meeting, or soon as possible thereafter, the Union shall submit any documents or statements in response to charges raised and may ask for another meeting to fully reply to charges raised. An additional meeting shall not unduly delay the Pre-disciplinary process. At any meeting in the Pre-disciplinary process, the Union shall have the responsibility of submitting documents, statements, or witnesses to reply or respond to the charges brought against a member.

Section 20.8 Discipline Conducted In Private All discipline and counseling will be conducted in private in a business-like manner, the Employer will notify the affected member of any charges or of any decision reached as a result of a Pre-disciplinary meeting prior to any public statement.

Section 20.9 Copies Of Disciplinary Action An employee shall be given a copy of any disciplinary action entered in his personnel record and upon written request shall be given a copy of any other particular item contained in his personnel record.

Section 20.10 Standards Of Conduct It is understood and agreed that the tenure of every employee in the bargaining units shall be during good behavior and efficient service and no such employee shall be disciplined without just cause. Examples of such shall be: incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty or any other failure of good behavior and efficient service, or any other act of malfeasance, misfeasance, or nonfeasance of duty or violation of Office rules and regulations or violations of the standards of conduct expected. Discipline shall be applied in a progressive manner and uniformly to all employees. Progressive discipline shall take into account the nature of the violation and the employee's record of discipline. More severe discipline, including removal, may occur based on the severity of the incident.

Section 20.11 Progressive Action The principles of progressive disciplinary action may normally be followed with respect to minor offenses. The progression, where appropriate, may include an oral reprimand, a written reprimand, and a short term, then long term suspension for the same or related minor offenses prior to dismissal. In those instances where the violations are of a more serious nature, the Employer may discipline the member according to the severity of the incident.

Section 20.12 Duration Of Personnel Records Of Disciplinary Nature All actions of record except oral reprimands, but including written reprimands or suspension, shall be maintained in each member's personnel file throughout his period of employment, with the exception that records of suspension shall cease to have force and effect or be considered as progressive discipline in future disciplinary matters twenty-four (24) months after their effective date, provided there are no intervening disciplinary actions taken during that time period. Written reprimands shall cease to have force and effect or be considered as progressive discipline in future disciplinary matters twelve (12) months after their effective date, provided there are no intervening disciplinary actions taken

during that time period. Prior discipline may be used to establish that an employee had notice of conduct expected.

Section 20.13 Review Of Personnel File Every member shall be allowed to review his personnel file at any reasonable time upon written request to the Employer and in the presence of the Employer or his designated representatives. The Employer shall abide by and follow provisions of Ohio Revised Code Chapter 1347, Personal Information Systems Act.

If, upon examining his personnel file, any bargaining unit member has reason to believe that there are inaccuracies in documents contained therein, he may write a memorandum to the Employer explaining the alleged inaccuracy. The memorandum shall be attached to the subject documents in the personnel file.

A bargaining unit member who is charged may make a request to the Employer to review his personnel file. Such request will be granted without unreasonable delay by the Employer in the case of a pending Pre-disciplinary meeting.

Section 20.14 Public Review Of Personnel Records All requests for review of personnel records shall be processed with the following guidelines:

- A. Employees will be notified by writing and, if possible, by telephone call, that the request has been made to review their file. If contact is not made with the employee, one of the union representatives will be notified about the request.
- B. No information which is exempt by law shall be disclosed in response to a public request.
- C. In the event the person requesting review of the personnel file is furnished copies, the employee shall also be provided with such copies.

## **ARTICLE 21 HOURS OF WORK/OVERTIME**

Section 21.1 Work Periods Defined Work periods for all bargaining unit employees engaged in law enforcement duties shall coincide with the County pay periods and shall commence at 12:01 a.m. on Sunday and shall end at midnight on the second Saturday immediately following. Non-law enforcement personnel shall work a work week commencing at 12:01 a.m., on Sunday and ending at midnight on the following Saturday.

Section 21.2 Work Shifts The basic shift for each employee in the bargaining unit shall normally consist of eight (8) consecutive hours which shall commence on the hour and end on the hour eight (8) hours later. During each such shift the employee may take a reasonable period of time for his or her meal, not to exceed thirty (30) minutes, with pay, during which meal period such employee shall remain on duty. Employees in the bargaining unit shall normally be scheduled for a shift each day for five (5) consecutive days followed by the next following two (2) days off. It is understood and agreed, however, that the basic shift and work schedules may be extended or adjusted to meet the needs of the Employer.

This Article shall not apply to any employee who is performing law enforcement services on behalf of the County under a contractual agreement between the County and any other governmental subdivision, person, firm, corporation, or other legal entity.

The Sheriff may temporarily realign the shifts based upon temporary manpower adjustments, leaves, vacations, holidays, or personal problems of an employee.

Section 21.3 Overtime Overtime will be paid at the rate of time and one-half for all hours worked in excess of forty (40) hours in any one work week for non-law enforcement personnel and in excess of eighty-five (85) hours in any one work period for law enforcement personnel (pursuant to the provisions of Section 7(k) of the Fair Labor Standards Act, as amended). Overtime pay or other premium pay shall not be pyramided or duplicated.

Section 21.4 Call-in In those instances when a superior officer or supervisor specifically requests a member of the bargaining unit to report for or return to work to do unscheduled, unforeseen, or emergency work, and which time does not abut the employee's regularly scheduled shift, the bargaining unit member shall be paid a minimum of three (3) hours pay at his or her regular rate of pay or he or she shall be paid his or her applicable rate.

Section 21.5 Reporting Hours Worked And Overtime As authorized by the Fair Labor Standards Act, only those hours actually worked and required by the Employer shall be considered as hours worked for payment as overtime. All employees shall comply with the Office directives and procedures concerning the accurate reporting and recording of all hours worked. Any employee fabricating overtime payment claims or who inaccurately or fraudulently claims overtime payment shall be subject to disciplinary action including dismissal.

Section 21.6 Compensatory Time Subject to the approval of the Sheriff, any employee working overtime hours as set forth in Section 3, above, may elect to take compensatory time off in lieu of payment of such overtime hours provided, however, such compensatory time off is taken within the time period authorized by the Federal Fair Labor Standards Act. Compensatory time may accumulate to a maximum of eighty (80) hours. Any accumulation over eighty (80) hours compensatory time shall be paid at the time the overtime is worked.

Employees who separate from service or who die shall have their accumulated, unused compensatory time converted to cash at their rate of pay at the time of separation. Compensatory time will be taken in no less than one (1) hour increments.

Section 21.7 Overtime Opportunities The Employer will make reasonable efforts to equalize overtime opportunities among qualified employees within classifications and will take into consideration the employee's personal schedule. In the event an employee believes he/she has been denied an overtime opportunity and the Employer agrees that the employee has been denied an overtime opportunity, the employee shall be granted the next overtime opportunity or opportunities until the overtime has been equalized.

Section 21.8 Hours of Work and Overtime (K-9 Units) In order to compensate a member for care of his assigned canine, all deputies assigned as canine handlers will be paid a premium of one dollar and forty nine cents (\$1.49) per hour for all hours in active pay status.

## **ARTICLE 22 SHIFT SCHEDULES**

Section 22.1 Choice Of Shift Choice of shift shall be determined by Classification Seniority with each different classification. If any employee leaves a classification after satisfactorily completing the probationary period and returns to the classification then the employee will have choice of shift from the original classification date. In the event two or more employees have the same classification seniority date then choice of shift shall be determined by Date of Hire Seniority.

- A. Management shall determine positions by classification per shift that will be required on a semi-annual basis.
- B. Said requirements will be posted by the 15th of the month preceding the end of each semi-annual period and the employees will have until the 22nd day of the month preceding the end of such semi-annual period to submit their request, in writing, for shift preference. Subject to the rights retained by the Sheriff to deny requests for shift preference as set forth in Section 13.2, above the criteria for granting all requests for shift preference shall be classification seniority.
- C. On March 1 & September 1 of each year the Employer will circulate a sign up roster for the next six (6) month schedule. This sign up roster will have a list of the available number of slots and days off for each of the uniform shifts. Only officers that have satisfactorily completed the classification probationary period are eligible to sign up and exercise Classification Seniority rights. The number of officers not having completed the probationary period shall be divided as equally as possible among the three shifts, and will be assigned to the days off slots not filled in by officers exercising their Classification Seniority rights. The sign up roster shall continue through the Deputy Sheriffs/Road Enforcement Division by Classification Seniority and shall be completed by March 15 and September 15. The sign up roster goes into effect on April 1 & October 1.
- D. This Section shall not apply to special assignments by the Sheriff.

Section 22.2 Authority Of Sheriff The Sheriff may deny requests for shift preference and realign shifts as required based upon the following criteria:

- A. Specialized training;
- B. Individual officer physical capabilities;
- C. Special Assignment.

Section 22.3 Limitations On Shift Selection Persons with less than one (1) year seniority shall not have choice of shift. Shift selection shall not apply to persons assigned by the Sheriff to

detective positions or special assignments. Additionally, specific tasks or projects may be made without regard to Section 13.1 for a period not to exceed one year. If such special tasks or projects must exceed one year, the Employer will notify the Union and discuss the extension, if the Union requests.

Section 22.4 Shifts From time to time, innovative shifts may be established within the office. Innovations such as but not limited to extension of working hours and corresponding hours off within a specified time period, rotation of groups of officers or other plans that are recognized innovations may be employed. From time to time, innovative shifts would involve deviating from the current shift schedule of working five eight hour days per week. This may include, but not be limited to such things as working four ten hour days per week, schedule six days on and three days off, or other similar adjustments. Before implementing any innovative shift schedule, the Sheriff shall consult with the union, in a labor management conference under Article 10.

## **ARTICLE 23 WAGES AND OTHER COMPENSATION**

Section 23.1 Wage rates for employees of the bargaining units are set forth in the wage scales in Appendix A to this Agreement.

Section 23.2 Longevity Pay Beginning on the fifth anniversary of service with the Office and each listed anniversary date thereafter employees shall receive additional compensation, which shall be included in their base rate of pay, in accordance with the following schedule:

<u>5th</u>	<u>10th</u>	<u>15th</u>	<u>20th</u>
\$.25/hr	\$.35/hr.	\$.45/hr.	\$.50/hr.

Section 23.3 Advance Step Hire The Employer may at his discretion, hire an employee at any step of the salary schedule where said employee already possesses special skills, experience, knowledge or abilities commensurate with such Step. However, no new employee shall receive a rate higher than those employees in his or her classification already employed by the Office. If an employee is hired at entry level or above, upon successful completion of his probationary period said employee shall advance to the next higher step for his or her classification.

Section 23.4 Promotions Any bargaining unit employee promoted to a higher paying Classification as contained in Article 3 Section 3.1 shall enter the pay range of the higher classification at the step which provides an increase. Thereafter, the employee would advance to each succeeding step in accordance with Section 1 of this Article.

Section 23.5 Pay Periods Pay periods shall commence on Sunday and end at midnight on the second Saturday immediately following provided, however, that all pay for time worked after noon on the Friday immediately preceding the last day of the pay period shall be accounted for and paid on the next pay period. Pay periods shall be subject to change, with advance notice, if deemed necessary by the County Auditor.

Section 23.6 Pay Checks Pay checks for each pay period shall be made available to the employees to pick up at the Sheriff's office from and after 12:01 a.m., on the Friday immediately following the end of each pay period, or as made available from County Payroll.

**ARTICLE 24 HEALTH & LIABILITY INSURANCE**

Section 24.1 Medical Insurance The Employer shall offer group medical and dental insurance coverage for each employee. It is agreed and understood that the schedule of benefits for employees shall be as set forth in the health plan offered by the County, including all conditions and payments specified or required by individual carriers/providers of the health insurance plan.

It is further agreed and understood that during the term of this Agreement, that individual carriers/providers may, through no fault of the County, Union, or employees, cease coverage.

Additionally, it is agreed and understood that during the term of this Agreement that specific carriers/providers under the plan may unilaterally institute payments or conditions which modifications will be required for subscription to the plan provided by that carrier/provider.

Section 24.2 Premiums Employees shall contribute through payroll deduction to the premium for the health plan. All employees subscribing to the health plan shall contribute fifteen percent (15%) of the premium.

Section 24.3 Eligibility Employees shall be eligible for health insurance coverage after successful completion of 120 days employment with the Office. Employees who have a spouse employed by the County, whether with the Employer or another office in the County, who is eligible for and/or who has coverage under the County plan shall be eligible for family or dual (two person) coverage under the plan or as otherwise allowed by the County plan. The coverage will be designated for one employee of the County under the County health plan.

**ARTICLE 25 UNIFORM AND EQUIPMENT\TRAVEL REIMBURSEMENT**

Section 25.1 List Of Uniforms Provided By Employer The Employer shall provide the following equipment and uniforms for those employees occupying the following classifications:

DEPUTY

One weapon belt	One bullet-proof vest
One hand gun	Three winter shirts
One shotgun	Three summer shirts
Rain gear	Three trousers
One pair of shoes	Uniform accessories as required by the Employer
Two ties	

DISPATCHER

Three summer shirts	Three pants or three skirts
Two winter shirts	Uniform accessories as required by the Employer
One pair of shoes	One sweater
Two ties	

Section 25.2 Plainclothes Deputies Plainclothes deputies, who are assigned to the Detective Division for at least thirty (30) days, shall be credited with a reimbursement allowance of up to \$500.00 per six (6) month assignment to be used for the purpose of appropriate clothing while on duty. Deputies who are assigned to the detective division for greater than 30 days, but less than six (6) months shall be granted a prorated reimbursement based upon the number of weeks assigned to the Detective Division. All purchases made from this allowance must be approved by the Employer in advance based on the need for replacement as evidenced by the employee.

Section 25.3 Authority Of Employer All uniforms, accessories, and other items of clothing purchased by the Employer shall remain the property of the County. Upon termination of employment, the employee shall return such uniform or clothing items to the County or with the approval of the Employer, shall pay the County a fair market value for those items the employee is permitted to keep.

The Employer shall determine the specifications of all uniforms and the necessary accessories required.

Section 25.4 Employee Responsibility Employees receiving uniforms and equipment shall be responsible for the cleaning and maintenance of their uniforms and equipment and shall present themselves for duty in accordance with the proper dress code as established by the Employer. Any employee commencing his or her shift not in proper uniform with all of the required equipment in proper use shall be subject to disciplinary action.

Section 25.5 Replacement Of Uniform Items The above uniform items shall be replaced on an "as needed" basis as determined by the Employer for those employees employed in the above positions who have already been issued uniforms.

Section 25.6 Dry Cleaning The Employer shall pay the full cost of dry cleaning not more than two (2) sets of uniforms each week. Such dry cleaning services must be arranged through the Employer.

Section 25.7 Bullet-Proof Vests All bullet proof vests will be replaced upon the expiration of their individual guarantees. Deputies are required to notify the Employer at least six (6) months before the expiration.

Section 25.8 Mileage Allowance Reimbursement to an employee for authorized out-of-county travel when the use of the employee's personal vehicle is required shall be at the rate established by the IRS.

Section 25.9 Travel/Training Members that are required to travel out of county to attend training of at least four (4) hours shall be paid eight (8) hours per day, regardless of whether actual time spent traveling and attending the training is more or less than eight (8) hours.

Section 25.10 Travel/Other Members that are required to travel out of county for investigations, prisoner transports or other law enforcement related purposes shall be paid for all time spent actually performing the investigation or law enforcement duties or transporting a prisoner. If the member is

required to remain out of county overnight, the member shall receive a minimum of eight (8) hours pay for each such day.

**ARTICLE 26 VACATION**

Section 26.1 Full-time employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of service as follows:

<u>YEARS SERVICE</u>	<u>VACATION HOURS</u>	<u>MAX. HOURS CREDITED BY PAY PERIOD</u>	<u>MAXIMUM BALANCE</u>
Less than 1	None	0 Hours	0 Hours
1 but less than 8	80	3.1 Hours	160 Hours
8 but less than 15	120	4.6 Hours	240 Hours
15 but less than 25	160	6.2 Hours	320 Hours
25 Years or more	200	7.7 Hours	400 Hours

Vacation leave is earned while on vacation, sick leave or compensation time but not earned while performing overtime. Employees shall accrue up to the maximum vacation leave hours per pay period as provided in this Section, e.g. employees shall accumulate vacation leave up to eighty (80) hours in active pay status for hours worked, sick leave, vacation leave, holiday and personal leaves per pay period but shall not accumulate vacation leave for overtime hours which place the employee in over eighty (80) hours paid status per pay period and shall not accumulate on any other paid leaves, e.g. paid injury leave.

Full-time employees who are in active pay status less than the normal schedule during a given pay period will accumulate vacation at a rate equal to that percentage of the pay period they actually worked.

Section 26.2 Service Credit For Vacation Service, for purposes of vacation leave accrual, shall be the continuous, uninterrupted service with the Employer or uninterrupted service with another law enforcement agency or corrections facility in the State of Ohio. However, all employees employed as of July 1, 1993, shall have their prior service credit as of that date.

Each employee of the Employer who had been previously employed by the Employer with an interruption in his term of service not exceeding ten (10) years, for whatever reason, shall be entitled to a credit for such prior service for purposes of computing vacation time.

Section 26.3 First Year Employee No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he or she has completed one (1) year of employment with the Employer.

Section 26.4 Scheduling Of Vacation Vacation time off shall be normally granted at such time as the employee finds most suitable, considering both the wishes of the employee and the operational needs of the Employer.

The Employer will give vacation preference to an employee on the basis of seniority with the Office, where it is practical, provided the employee's request for vacation time off is submitted to the Employer at the time(s) each year, as agreed to by the parties. The Employer will post the vacation schedule for the affected employees at the time(s) each year, as agreed by the parties. Employees not requesting their vacation by the December 15 date each year for the following year will be scheduled for vacation as the operational needs of the Employer permit. If two (2) or more employees request their vacation for the same date(s), the Employer will schedule the most senior employee(s) for vacation as the operational needs of the Employer permit. After the annual scheduling period(s) is concluded all other vacation leave requests will be reviewed and considered on a first-come, first-served basis and in consideration of the operational needs of the office.

Section 26.5 Accumulation And Use Generally, vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. The Employer may permit an employee to accumulate vacation from year to year, not to exceed two (2) years' accumulation as set forth in the schedule above. Accumulation of vacation time in excess of two (2) year's accumulation, must be approved in advance and must be in response to special circumstances. Vacation use and/or payment for vacation shall not exceed the normal scheduled workday or work week earnings.

Vacation may be taken in not less than one (1) hour increments.

Section 26.6 Compensation On Separation Except in cases of termination upon separation from the Employer's payroll, an employee shall be entitled to compensation at his current rate of pay for all lawfully accrued and unused vacation leave to his or her credit at the time of separation. In case of death of an employee, such unused vacation leave shall be paid in accordance with Section 2113.04 of the Revised Code or to his estate.

## **ARTICLE 27**

## **HOLIDAYS AND PERSONAL LEAVE**

Section 27.1 Holidays And Personal Leave All employees, except as listed in Section 22.2, shall be entitled to the following paid holidays:

- |    |   |                          |
|----|---|--------------------------|
| A. | New Year's Day                                    | 1st Day of January       |
| B. | Martin Luther King Day                            | 3rd Monday of January    |
| C. | Presidents' Day                                   | 3rd Monday of February   |
| D. | Memorial Day                                      | Last Monday in May       |
| E. | Independence Day                                  | 4th Day of July          |
| F. | Labor Day   | 1st Monday in September  |
| G. | Columbus Day                                      | 2nd Monday in October    |
| H. | Veterans' Day                                     | 11th Day of November     |
| I. | Thanksgiving Day                                  | 4th Thursday in November |
| J. | Christmas Day                                     | 25th Day of December     |
| K. | Three Personal Days (after 6 months) as scheduled |                          |

Holidays shall not be charged to an employee's vacation leave. Personal leave days shall not be available to probationary period employees, who shall receive a prorated amount for the remainder of the calendar year. Personal leave shall not accrue from year to year.

Section 27.2 Holidays, Rescheduled Holidays, And Personal Leave Days The parties recognize that due to the nature of the operations of the Sheriff's office that holidays traditionally celebrated must be worked by employees in most positions in the office. For these reasons, the parties hereby agree to allow employees the flexibility to reschedule holidays during the year. The rescheduling of holidays and the scheduling of personal leave is subject to manpower and available time off, the same as other available leave time (e.g., vacation, compensatory time, etc.).

Those holidays and personal leave days shall be observed or converted as follows:

- A. Each January, employees shall be granted eight (8) holidays to be used (rescheduled) during the year granted; If a member's employment terminates prior to the end of the year, the Employer shall be reimbursed, on a prorated basis, all holidays which occurred after the last day of employment.
- B. Each employee shall have two (2) holidays and the three (3) personal leave days (total five days of forty (40) hours) converted to cash at the end of each calendar year. The conversion shall occur during the period of December 15 to January 15;
- C. Employees may elect to bank any or all of the holidays granted for conversion to cash at the end of each calendar year;
- D. Employees may schedule the holidays at one time, i.e. consecutively;
- E. Employees may schedule holidays in conjunction with vacation leave and/or compensatory time;
- F. The Sheriff may designate positions within these classifications that will have the holidays observed as in Section 27.1 above.

## **ARTICLE 28 SICK LEAVE/INJURY LEAVE**

Section 28.1 Crediting Of Sick Leave Beginning the first full pay period each January, all full-time employees of the bargaining units covered by this Agreement shall have credited to their sick leave balance one hundred and four (104) hours of sick leave. Employees who are originally employed after that date shall receive a credit of four (4) hours times the number of complete pay periods prior to the first full pay period the following January.

Employees who separate during the calendar year, for whatever reason, shall have their sick leave balance reduced at separation by the number of complete pay periods between the date of separation and the first full pay period the following January times four (4) hours. If the reduction results in a number of hours less than zero, the cash equivalent value of hours shall be deducted from any

compensation that remains payable to the employee or from any other cash conversion that is available to the employee.

Section 28.2 Accumulation Of Sick Leave And Sick Leave Balances Employees employed as of December 31, 1993, shall retain their sick leave balances as of that date. Any new employees after December 31, 1993, shall only have the sick leave accumulated while employed by the Employer and may only transfer the sick leave accumulated while employed by an Office or Department of Marion County or while employed with another law enforcement agency or corrections department in the State of Ohio. Any new employee who was eligible for and utilized a sick leave conversion program with a previous Employer shall be assumed to have converted all their sick leave with their previous Employer and shall not be eligible to transfer any sick leave to the Marion County Sheriff's Office.

Section 28.3 Conversion Of Sick Leave At Retirement Or Death Upon retirement, all employees will be eligible for payment in whichever of the following amounts is greater:

- A. Up to twenty-three hundred and forty (2,340) hours of accumulated unused sick leave at twenty-five percent (25%) of the first nine hundred and sixty (960) hours of accumulated unused sick leave, thirty-three percent (33%) of the next five hundred and forty (540) hours of accumulated unused sick leave hours (hours 961-1500), fifty percent (50%) of the next six hundred (600) hours of accumulated unused sick leave (hours 1501-2100), and one hundred percent (100%) of the next two hundred and forty (240) hours of accumulated unused sick leave (hours 2101-2340), all at the employees' last, latest rate of pay; or
- B. Up to nine hundred and sixty (960) hours of the lesser of the of the employees' accumulated unused sick leave balance at the time of retirement or the employees' accumulated unused sick leave balance as of June 30, 2002, at one hundred percent (100%) of the employees' last, latest rate of pay.

If an employee dies while on active status, the surviving spouse or others as listed in R.C. 113.04, will be eligible to receive sick leave conversion for which descendent would otherwise have accumulated at the time of death. Such payments shall be based on the rate of pay of the employee at that time and subject to the limits of this section.

Section 28.4 Annual Sick Leave Conversion Employees who have used five (5) days (forty (40) hours) or less of sick leave per calendar year may elect to cash out up to five (5) days which shall be paid in a lump sum during the month of January of the following year. Said election must be made in writing to the Employer by the end of the first full week in January.

Section 28.5 Expiration Of Sick Leave If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted an unpaid personal leave subject to Article 23.

Section 28.6 Charging Of Sick Leave Sick leave shall be charged in minimum units of one (1) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

Employees shall not use sick leave to cover tardiness.

After 4 (four) uses (occurrences) in any 6 (six) consecutive month period, the next sick leave use(s) shall be without pay up to 8 (eight) hours' use. (That is, the first hours of sick leave use up to 8 (eight) hours use in any 6 (six) consecutive month period will be without pay.) Exempt from sick leave "use" shall be previously scheduled medical appointments when the employee has notified his/her supervisor prior to the requested use.

Section 28.7 Evidence Required For Sick Leave Usage The Employer shall require an employee to furnish a standard written statement to justify the use of sick leave, or in accordance with this Article, a certificate stating the nature of the illness from a licensed physician, dentist or chiropractor. Falsification of either a written signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

Section 28.8 Notification By Employee When an employee is unable to report to work, he shall notify his immediate supervisor or other designated person, one (1) hour prior to the time he is scheduled to report to work on each day of absence, unless other arrangements are made with the employee's supervisor. When reporting off sick, the employee must advise his immediate supervisor the nature of his illness, the effects it is having on him, and whether he plans to contact a physician in reference to his illness. Any employee reporting off sick should identify the person he talks to when calling in sick. Any employee receiving a call from another employee in reference to being sick must advise the immediate supervisor.

If an employee is expected to be absent for more than five (5) consecutive work days (on either paid sick leave or unpaid leave of absence) the employee shall submit a written statement and/or statement from his medical practitioner during the term of the absence. The statement shall specify the reason for and the length of the anticipated absence and the expected date of return to work of the employee and the prognosis for recovery.

Section 28.9 Abuse Of Sick Leave Employees failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud will result in dismissal and refund of salary or wage paid. The Employer may initiate investigations when an employee is suspected of abusing sick leave privileges. Abuse of sick leave will result in termination. Additionally, sick leave shall not be used to cover tardiness.

Section 28.10 Physician Statement For Use Of Sick Leave An employee with an illness or disability exceeding two (2) days may be required to furnish a statement from his physician before returning to work, notifying the Employer that the employee was unable to perform his duties during the period of absence and is able to return to work.

Where sick leave is requested to care for a member of the immediate family the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person.

Section 28.11 Physician Examination The Employer may require an employee to take an examination, conducted by a mutually agreed upon licensed physician, to determine the physical or

mental capability to perform the material and substantial duties of his position. If found not qualified, the employee "may" be placed on a job he or she can perform or on sick leave or disability leave. The cost of such examination shall be paid by the Employer. Examinations under this Section shall be in accordance with Article 29, Medical Examinations.

Section 28.12 Uses Of Sick Leave Sick leave may be granted to an employee upon approval of the Employer for the following reasons:

- A. Illness or injury of the employee or a member of his immediate family where the employee's presence is required;
- B. Death of a member of his immediate family (sick leave usage limited to a maximum of five (5) working days) except as provided in Article 30, Funeral Leave;
- C. Medical, dental, optical examination or treatment of employee or a member of his immediate family which requires the presence of the employee, and which cannot be scheduled during non-working hours;
- D. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee or who, through exposure to a contagious disease, the presence of the employee at this job would jeopardize the health of others; and
- E. Pregnancy and/or childbirth and other conditions related thereto.

Section 28.13 Definition Of Immediate Family The definition of immediate family for the purpose of this Agreement shall be: grandparents, brothers, sisters, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, or legal guardian or other person who stands in place of a parent (loco parentis). In the case of a member of the immediate family not living with the employee, the Employer may credit sick leave when it appears justified, but such cases shall be justified and shall be carefully investigated.

Section 28.14 Injury Leave Any employee who is disabled as a result of physical injury suffered in the discharge or performance of his duty shall be entitled to receive his full salary during such period of disability, for a period up to ninety (90) calendar days, without using accumulated sick leave.

The following conditions will apply to injury leave:

- A. The employee must file a Workers' Compensation claim to qualify for injury leave.
- B. The employee must submit a statement by a physician which shall include a diagnosis and an estimate of recovery time to justify use of injury leave.
- C. If the Employer disputes the injury leave request, the employee shall submit himself to a physical examination conducted by a doctor chosen and paid for by the Employer.

- D. If the doctor chosen by the Employer disagrees with the employee's doctor, the parties will wait until the Industrial Commission decides the Worker's Compensation claim. If the claim is allowed, the employee will be paid his injury leave. On the issue of injury leave, the decision of the Industrial Commission on the employee's Worker's Compensation claim will be determinative.
- E. Any payment from Worker's Compensation for a covered claim during the above ninety (90) calendar day period shall be turned over to the Employer.
- F. Physical injury for purposes of this Article shall be defined as any injury compensable under the Worker's Compensation laws of the State of Ohio.
- G. The maximum amount of injury leave available shall be ninety (90) calendar days per injury, cumulative.

The Sheriff may grant at his discretion additional injury leave under the terms of this Article. Additionally, the Employer may grant, at his sole discretion and not subject to the grievance procedure, paid injury leave for non-job related injuries or illnesses to employees who have exhausted their leave balances for a reasonable period if it is expected the employee will be able to return to work.

Section 28.15 Smoking Area In the interest of maintaining good health the Sheriff agrees to designate the work areas as non-smoking areas.

## **ARTICLE 29 MEDICAL EXAMINATION**

Section 29.1 Examination of employees to determine their ability to perform the material and substantial duties of their position and assignment may be required of employees. Examinations shall be required for employees when ordered by the Employer or his designee. Examinations may be either periodic or as the Employer or designee require.

Section 29.2 Examinations are intended to guard the health and safety of employees and will be ordered, when, as a precautionary measure, periodically to ensure the health of employees or when in individual situations, the Employer has concern for an employee's ability to perform the material and substantial duties of his position.

Section 29.3 The Employer may require an employee to take an examination, conducted by a physician to determine the employee's physical or mental capability to perform the material and substantial duties of the employee's classification. If found not qualified, the employee may request available sick leave or vacation or disability leave with the right to return within one year. The cost of such examination shall be paid by the County. If the employee disagrees with said determination he may be examined by a physician of his choice at his expense. If the two reports conflict a third opinion shall be rendered by a neutral physician chosen by the first two physicians whose decision shall not be appealable to the grievance procedure. The neutral physician's cost shall be borne by the Employer.

Section 29.4 Employees requesting return from disability leave must submit documentation of their ability to perform the material and substantial duties of their classification. The Employer may require an examination prior to return to work. All disability leave shall be without pay.

Section 29.5 Refusal of an employee to submit to an examination will be considered as insubordination and shall be grounds for discipline which may include dismissal.

Section 29.6 If an employee after examination is found to be unable to perform the material and substantial duties of his position, then the employee may utilize accumulated unused sick leave or other leave benefits (including but not limited to Workers' Compensation, if eligible).

Section 29.7 If an employee refuses to go on a leave status or refuses to request paid or unpaid leave, the Employer may place the employee on an unpaid leave or disability separation. Such leave shall continue for a period of two (2) years unless the employee is certified as being able to return to work by a physician of the employee's choice. If the employee is not able to return to work by the end of that two (2) year period, he or she shall be deemed permanently separated from employment with the Employer.

Section 29.8 Any costs for examination required by the Employer shall be paid by the Employer. Employees shall have the right to submit examination reports to the Employer which would respond to the questions of an employee's ability to perform the material and substantial duties of his position.

## **ARTICLE 30 FUNERAL LEAVE**

Section 30.1 Funeral Leave For Nuclear Family Members In the event of a death in the nuclear family of an employee, the employee shall be granted up to five (5) days funeral leave to attend the funeral, make funeral arrangements, and carry out other responsibilities relative to the funeral. The nuclear family members are the employee's spouse, parent, child, step-child, sibling, parent-in-law, and step parents.

Section 30.2 Funeral Leave For Extended Family Members In the event of a death in the extended family of an employee, the employee shall be granted three (3) days funeral leave to attend the funeral of the member of the extended family. The extended family members are the employee's grandparents, grandparents-in-law, grandchild, son-in-law, daughter-in-law, brother-in-law, and sister-in-law.

Section 30.3 Use of Sick Leave In the event the employee requires time in addition to the funeral leave specified above to travel to a funeral or for members of the nuclear family to carry out responsibilities relative to the funeral, the employee may use up to two (2) days of accumulated, unused sick leave, in addition to funeral leave. Such request for sick leave shall be submitted on a leave request form to the Office.

## **ARTICLE 31 COURT LEAVE**

Section 31.1 Court Leave, Fees For Attendance The Employer shall grant full pay when an employee is subpoenaed for any court or jury duty by the United States, the State of Ohio, or a political subdivision. All compensation received for court or jury duty is to be remitted by the employee to the Employer, unless such duty is performed totally outside of normal working hours. An employee released from court or jury duty prior to the end of his scheduled work day, shall report to work for the remaining hours.

Section 31.2 Subpoenas Employees will honor any subpoena issued to them, including those for Workers' Compensation, Unemployment Compensation, and Board of Review hearings.

Section 31.3 Personal Matters It is not considered proper to pay employees when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc. These absences would be leave without pay or vacation.

Section 31.4 Compensation For each appearance, while off duty, employees shall be paid one and one half (1-1/2) times the regular hourly rate for the actual hours worked, but no less than three (3) hours for each such appearance. At the employee's discretion, time earned under this section may be taken as compensatory time.

## **ARTICLE 32 MILITARY LEAVE**

Section 32.1 Annual Military Leave All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty for periods not to exceed a total of thirty-one (31) calendar days in any one (1) calendar year. Employees shall be entitled to receive the difference between their regular rate of pay and their base rate of military pay for the purpose of complying with this section. There is no requirement that the service be in one continuous period of time. The maximum number of hours for which payment may be made in any one (1) calendar year under this provision is one hundred seventy-six (176) hours.

Section 32.2 Proof Of Military Leave The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty.

Section 32.3 Emergency Military Leave Employees who are members of those components listed in Section 1 above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. The leave will cover the official period of the emergency.

## ARTICLE 33

## LEAVES WITHOUT PAY

Section 33.1 Types Of Leaves Employees may be granted leaves of absence in accordance with the provisions of this Article.

Section 33.2 Authorization For Leave And Limit Of Leaves The authorization of a leave of absence without pay is a matter of administrative discretion. Leaves of absence without pay may be for a period up to six (6) consecutive months in any twelve (12) months period. The Sheriff or other designated representative, shall decide in each individual case if a leave of absence is to be granted. The total amount of leaves under this Article, in paid and/or unpaid status shall not exceed six (6) months, unless extended by the Sheriff. Any extensions shall be at the discretion of the Sheriff and shall not be submitted to appeal under the grievance procedure.

Section 33.3 Reinstatement From Leave Upon completion of a leave of absence, the employee is to be returned to a position in the employee's classification or to a similar position if the employee's classification no longer exists. Any replacement in the position while an employee is on leave is to be on a temporary basis. An employee may contact the Employer prior to the expiration of said leave, and be granted a reasonable extension for a justifiable cause. In no event may the leave of absence with extensions exceed six (6) months.

An employee may be returned to work before the scheduled expiration of leave if requested by the employee and agreed to by the Employer. If an employee fails to return to work at the expiration of an approved leave absence, and does not submit a resignation, the employee will be considered "absent without leave" and shall be subject to immediate termination.

Section 33.4 Leave For Medical Reasons A physically or mentally incapacitated employee, who has exhausted his accumulated sick leave and vacation time may request up to six (6) months of personal leave without pay if he/she can present evidence as to the probable date on which the employee will be able to return to his classification. Such request should be in writing, with supporting evidence attached. Upon request to return, the employee may be required to present medical documentation that he/she is able to perform the duties of his position and/or the employee may be required by the Employer to submit to a medical examination to determine his fitness to return to duty and fully perform the duties of his classification.

Section 33.5 Sick And Vacation Leave Credit On Unpaid Leaves, Seniority An employee on leave of absence without pay does not earn sick leave or vacation credit. Seniority shall be according to the provisions of Article 14 of this Agreement.

Section 33.6 Abuse Of Leave If a leave of absence is granted for a specific purpose, and it is found that the leave is not actually being used for such purpose, the Employer may cancel the leave and direct the employee to report for work by giving written notice to the employee and/or may issue appropriate disciplinary action.

**ARTICLE 34 WAIVER IN CASE OF EMERGENCY**

Section 34.1 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Marion County Commissioners, the Federal or State Legislature, or the Marion County Sheriff, such acts of God, civil disorder or manhunts, the following conditions of this Agreement shall automatically be suspended:

- A. Time limits for management or the Union's replies or grievances.
- B. All work rules and/or agreements and practices relating to the assignment of all employees.

Section 34.2 Upon the termination of the emergency, should valid grievances exist, the parties shall renew the grievance at the step in the procedure in effect at the time of suspension of the procedure or at a mutually agreed step.

**ARTICLE 35 APPLICATION OF CIVIL SERVICE LAW**

Section 35.1 Except as expressly otherwise provided in this Agreement or specifically excepted from the scope of collective bargaining by the provisions of Revised Code Chapter 4117, no section of the Civil Service Laws contained in Revised Code Sections 124.01 through 124.56 and R.C. Section 325.19, and all rules and regulations promulgated hereunder shall apply to employees in the bargaining units. It is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining units.

**ARTICLE 36 SEVERABILITY**

Section 36.1 This Agreement is subject to all applicable Federal and State laws, and such laws, provisions, or any judicial decisions interpreting them. In the event any provision of this Agreement is found to be contrary to the above, by a court of competent jurisdiction or by any official having authority to rule in the matter, it shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

The parties shall meet within thirty (30) days and attempt to negotiate an alternative provision which is not contrary to the above and which specifically addresses the subject matter of the original provision.

**ARTICLE 37 DURATION OF AGREEMENT**

Section 37.1 Expiration/Duration This Agreement shall be effective as of July 1, 2011 and shall remain in full force and effect to and through June 30, 2014.

On or after April 1, 2012, either party may reopen this Agreement for the purpose of negotiating wages and health insurance premiums, Art. 24 § 24.2 for 2012 and 2013. The reopener may be commenced by filing a Notice to Negotiate with the State Employment Relations Board.

In the event the Sheriff hires or otherwise fills the classification of Dispatcher, the Sheriff shall provide thirty (30) days advanced notice or as much practicable and the parties shall negotiate wages for the classification of Dispatcher.

Section 37.2 Notice To Negotiate Subsequent Agreement If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred fifty (150) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within ten (10) calendar days upon receiving notice of intent unless extended by mutual agreement.

Section 37.3 Waiver The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands or proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 37.4 Negotiations of Subsequent Agreement Bargaining Unit members while attending subsequent negotiation sessions shall not suffer a loss of pay for hours spent in negotiations, if held during the employee's regularly scheduled hours of work.

Section 37.5 Entire Agreement This Agreement represents the entire Agreement between the Employer and the Union.

## **ARTICLE 38 MID-TERM BARGAINING**

Section 38.1 Mid-Term Bargaining If the Employer is contemplating any changes that would affect wages, hours, and/or conditions of employment for bargaining unit members and such change is a mandatory subject of bargaining in accordance with O.R.C. 4117, that:

- A. Is not otherwise provided for in this contract; or
- B. Cannot be implemented under the law without bargaining.

Then the Employer, prior to making such change, shall inform the union of said proposed change and negotiate to impasse with the union concerning such change. The Employer may unilaterally implement such change after impasse is reached and the union may request that the matter be heard before a conciliator under the procedures of R.C. 4117. Except as provided for in section 2, the parties agree to utilize the established guidelines for conciliation as provided for in the Ohio Revised Code and Ohio Administrative Code.

Section 38.2 Award/Decision Within thirty (30) calendar days of receipt of the conciliator's decision, the County shall either implement the modifications in the conditions of employment in accordance with the conciliator's decision, or abandon the proposed changes in the conditions of employment and maintain or revert to the status quo.

Section 38.3 Costs The cost of the conciliation proceedings shall be shared equally between the parties; however, each party is responsible for its own attorney and/or consultant's fees.

**EXECUTION**

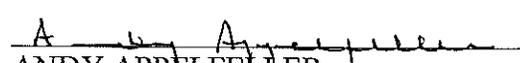
IN WITNESS WHEREOF, the parties hereto have executed this instrument, as of the 11<sup>th</sup> day of August 2011, in Marion County, Ohio.

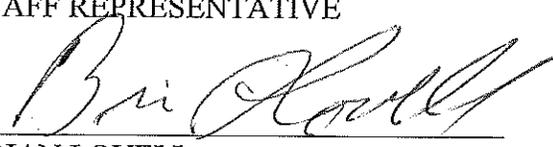
MARION COUNTY COMMISSIONERS

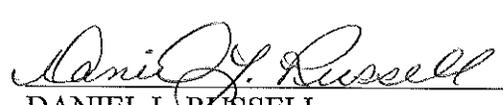
FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.

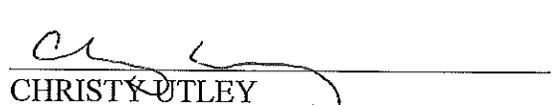
  
KEN STIVERSON  
COMMISSIONER

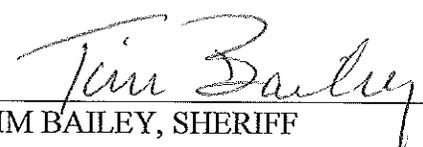
\_\_\_\_\_  
WES ELSON  
STAFF REPRESENTATIVE

  
ANDY APPELFELLER  
COMMISSIONER

  
BRIAN LOVELL  
BARGAINING TEAM MEMBER

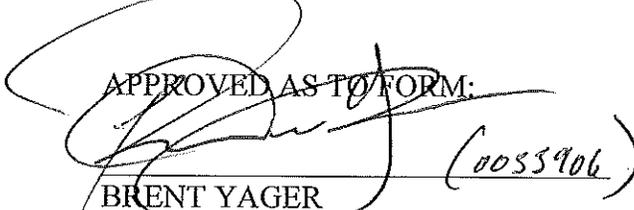
  
DANIEL L. RUSSELL  
COMMISSIONER

  
CHRISTY UTLEY  
BARGAINING TEAM MEMBER

  
TIM BAILEY, SHERIFF

  
AL HAYDEN, CHIEF DEPUTY

APPROVED AS TO FORM:

  
BRENT YAGER  
PROSECUTING ATTORNEY

  
JONATHAN J. DOWNES  
LABOR COUNSEL

*FRANK D. Hatfield*

Appendix A  
WAGES

Deputy Sheriff	New Hire	1 Yr.	2 Yr.	3 Yr.	4 Yr.	5 Yr.	6 Yr.
2011	\$ 18.40	\$ 19.98	\$ 21.61	\$ 22.70	\$ 23.44	\$ 24.23	\$ 25.12

**Wages for July 1, 2011 through December 31, 2012 will not increase.**

**Memorandum of Understanding**  
**BETWEEN**  
**THE MARION COUNTY SHERIFF'S OFFICE**  
**and**  
**THE FRATERNAL ORDER OF POLICE/OHIO LABOR**  
**COUNCIL, INC.**

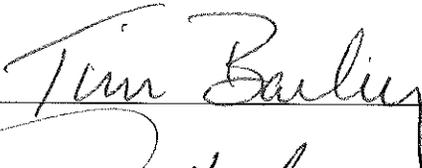
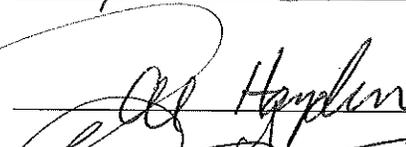
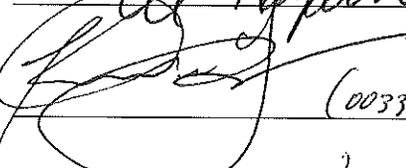
**Regarding the Collective Bargaining Agreement**  
**Dated**  
**July 1, 2011 through June 30, 2014**

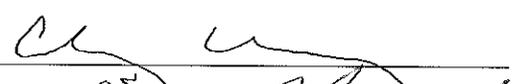
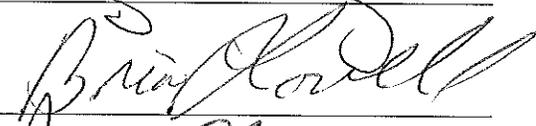
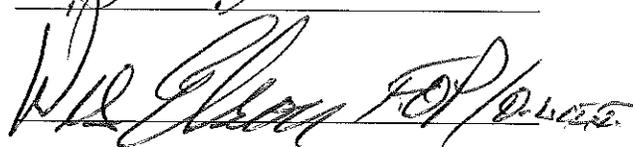
For the period of July 1, 2011 through June 30, 2012, Bargaining Unit Members agree to give up the right to convert to cash pursuant to Article 27.2 B and 27.2 C Holidays and Personal Leave as provided under Article 27.1.

The Sheriff may require each Bargaining Unit Member to use up to ten (10) furlough days for the period of July 1, 2011 through June 30, 2012

For the Marion County Sheriff's Office

For the FOP/Ohio Labor Council, Inc.

  
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Date signed: 8-24-11