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AGREEMENT

BETWEEN THE

LICKING COUNTY SHERIFF'S OFFICE

AND THE

FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.

CIVILIAN CORRECTIONS OFFICERS

SERB Case No.

EFFECTIVE DATE: OCTOBER 1, 2011

EXPIRATION DATE: SEPTEMBER 30, 2014

TABLE OF CONTENTS

Article No.	Title	Page No.
1.	Agreement	1
2.	Purpose	1
3.	Conflict, Amendment, Practice And Severability	1
4.	Grammar	2
5.	Management Rights	2
6.	Union Recognition	3
7.	Dues Deduction	3
8.	No Strike/No Lockout	4
9.	Labor/Management Committee	5
10.	Grievance Procedure	5
11.	Corrective Action	10
12.	Departmental Rules	11
13.	Internal Review Procedures	11
14.	Personnel Records	12
15.	Performance Evaluations	13
16.	Filling Of Positions	13
17.	Shift Assignments	14
18.	Probationary Periods	15
19.	Layoff And Recall	15
20.	Seniority	17
21.	Wages And Miscellaneous	18
22.	PERS Pick-Up Utilizing The Salary Reduction Method	19
23.	Longevity	20
24.	Shift Differential	20
25.	Medical Insurance	20
26.	Professional Liability Insurance	21
27.	Meals	22
28.	Vehicles	22

29. Uniforms And Allowances 22
30. Hours Of Work And Overtime 22
31. Sick Leave 25
32. Sick Leave Conversion 26
33. Funeral Leave 27
34. Vacation 28
35. Holidays 30
36. Personal Days 31
37. Leaves Of Absence 31
38. Disability Leave Of Absence 32
39. Expiration Of Leaves – Resignation 32
40. Educational Courses Or Training 33
41. Union Time 33
42. Military Leave 34
43. Bulletin Boards 34
44. Ballot Boxes 35
45. Waiver Of Negotiation 35
46. Medical Examination 35
47. Injury Leave Supplement 36
48. Negotiation Leave 37
49. Duration Of Agreement And Execution 38

ARTICLE 1 AGREEMENT

This Agreement is made and entered into at Newark, Ohio, by and-between the Licking County Sheriff's Office, hereinafter referred to as the "Employer", the Fraternal Order of Police, Ohio Labor Council, Inc. hereinafter referred to as the "Union" or "FOP/OLC", the representatives of the employees of the bargaining units hereinafter referred to as "members" or "employees".

ARTICLE 2 PURPOSE

Section 2.1 The parties' purpose in entering into this Agreement is to establish wages, hours, terms and other conditions of employment for bargaining unit employees as set forth in this Agreement, and this Agreement is also made for the purpose of promoting cooperation and harmonious labor relations between the County, members of the bargaining units, and the Union.

ARTICLE 3 CONFLICT, AMENDMENT, PRACTICE AND SEVERABILITY

Section 3.1 **Conformity** This Agreement is meant to conform to and should be interpreted in conformation with the Constitution of the United States, the Constitution of the State of Ohio and all applicable federal and state laws and regulations. Should any provision or provisions of the Agreement be invalid by operation of law or be declared invalid by any tribunal of competent jurisdiction, all other provisions of the Agreement shall remain in full force and effect.

This Article shall not be interpreted to add substantively to any other section of this Agreement or to specifically incorporate into this Agreement any matter not otherwise covered herein.

In the event of invalidation of any portions of the Agreement by a court of competent jurisdiction, and upon written request of either party, the parties to this Agreement shall meet at mutually convenient times in an attempt to modify the invalidated provisions by good faith negotiations.

Amendments and modifications of the Agreement may only be made by mutual written agreement of the parties to this Agreement, subject to ratification by the bargaining unit and County Commissioners.

Section 3.2 **Application of Civil Service Law** 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 Chapter 124 and the Administrative Code 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 4 GRAMMAR

Section 4.1 Words, whether in the masculine, or feminine genders, shall be construed to include both genders. By the use of either the masculine or feminine genders it is understood that the use is for convenience purposes only and not to be interpreted to be discriminatory by reason of sex.

ARTICLE 5 MANAGEMENT RIGHTS

Section 5.1 Rights of Management The Union recognizes and accepts the right and authority of the Employer to determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as:

A. To determine the functions and programs of the Employer;
B. To determine the standards of services to be delivered;
C. To determine the overall budget;
D. To determine how technology may be utilized to improve the Employer's operations;
E. To determine the Employer's organizational structure including the right to abolish or create positions;
F. To direct, supervise, evaluate or hire employees;
G. To maintain and improve the efficiency and effectiveness of the Employer's operation;
H. To determine the overall methods, process, means or personnel by which the Employer's operation are to be conducted;
I. To suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees;
J. To determine the adequacy of the work force;
K. To determine the overall mission of the Employer as a unit of government;
L. To effectively manage the work force; and
M. To take actions necessary to carry out the mission of the Employer as a governmental unit.

Section 5.2 Functions of Employer The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing Agreements shall remain the exclusive function of the Employer.

The Employer on its behalf hereby retains and reserves unto itself all rights, power, authority, duty and responsibility confirmed or invested in it by the laws and Constitution of the State of Ohio and/or The United States of America. The exercise of any such right, power, authority, duty or responsibility by the Employer and the adoption of such rules, regulations, policies as it may deem necessary, and as they apply to employees represented by the Union, shall be limited only by the terms of this Agreement.

In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer with 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.

ARTICLE 6 UNION RECOGNITION

Section 6.1 Bargaining Units The Employer hereby recognizes the Fraternal Order of Police, Ohio Labor Council, Inc. as the sole and exclusive bargaining agent for the purpose of collective bargaining in this bargaining agreement for those employees in the bargaining unit certified in the bargaining unit existing within the Sheriff's Office in the following classification:

BARGAINING UNIT SERB Rep. Case 2010-REP-09-0172

INCLUDED: All full-time employees employed in the Corrections Officer Classification.

EXCLUDED: All management level employees, confidential employees, supervisor employees, training and seasonal employees, and all other employment classifications not specified above.

ARTICLE 7 DUES DEDUCTION

Section 7.1 Deductions The Employer agrees to deduct Union membership dues in accordance with this Article for all employees eligible for the bargaining unit.

Section 7.2 Authorization The Employer agrees to deduct regular Union membership dues once each month from the pay of any employees in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which the authorization was received by the Employer.

Section 7.3 Fair Share Fee Any employee who is not a member of the FOP/OLC shall pay the FOP/OLC, through payroll deduction, a contract service fee or fair share for the duration of this Agreement. This provision shall not require any employee to become or remain a member of the FOP/OLC, nor shall the fee exceed the dues paid by members of the FOP/OLC in the same bargaining unit. The FOP/OLC is responsible for notifying the Employer of the proportionate amount, if any, of its total dues and fees that was spent on activities that cannot be charged to the service fees of non-members during the preceding year. The amount of service fees required to be paid by each non-member employee in the unit (during the succeeding year) shall be the amount of the regular dues paid by employees in the unit who are members of the FOP/OLC less each non-member's proportionate share of the amount of the FOP/OLC dues and service fees spent on activities not chargeable to such service fees during the prior year. If an employee challenges the propriety the FOP/OLC use of such fee, deductions shall continue, but the FOP/OLC shall place the funds in an interest bearing escrow account until a resolution of the challenge is reached pursuant to the provisions of ORC 4117.09(C) and other appropriate provisions of federal and state law and rules of the State Employment Relations Board. The Union agrees to provide, annually to the Employer, a copy of the fair share fee rebate procedure.

Section 7.4 **Indemnification of Employer** The parties agree 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. The Union hereby agrees that it will 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 remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 7.5 **Cessation of Deduction** The Employer shall be relieved from making such individual dues "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) unpaid leave of absence; (5) revocation of the check-off authorization; or (6) resignation by the employee from the Union.

Section 7.6 **Legality of Deduction** The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount. Notwithstanding the provisions of this Article or this Agreement all fair share fee provisions shall be subject to applicable and subordinate to federal and state law and rules of the State Employment Relations Board.

Section 7.7 **Notification of Changes** The rate at which dues are to be deducted shall be certified to the payroll clerk by the treasurer of the Union during January of each year. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deductions.

Section 7.8 **Written Authorization** Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

Section 7.9 **Payment to FOP/OLC** All dues and fees collected shall be paid over by the County, once each month to the FOP/OLC. The County will not charge the FOP/OLC any fee for collecting these monies.

Section 7.10 **Insufficient Wages** The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

ARTICLE 8 NO STRIKE/NO LOCKOUT

Section 8.1 **Strikes Prohibited** During the term of this Agreement, the Union shall, in the event any employee(s) engage in an authorized or illegal job action or strike, do whatever it can to prevent or stop unauthorized acts, including the preparation of a letter addressed to the

Employer stating "the strike action is not sanctioned and all employees should return to work immediately," signed by the Staff Representative.

Section 8.2 Violations In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 1 of this Article are subject to discipline or discharge by the Employer.

Section 8.3 Lockout Prohibited During the term of this Agreement, the Employer shall not cause, permit, or engage in any lockout of its employees unless those employees shall have violated Section 1 of this Article.

Section 8.4 Available Remedies Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

ARTICLE 9 LABOR/MANAGEMENT COMMITTEE

Section 9.1 Purpose It is the desire of the Employer and the Union to maintain the highest standards of safety and professionalism in the Sheriff's Office.

Section 9.2 Committee The Employer and the Union shall appoint up to three (3) members, to the Labor/Management Committee. The parties agree to meet for Labor/Management Committee Meetings upon the written request of either at mutually agreeable times. However, unless the parties agree otherwise, Labor/Management Committee Meetings shall not occur more than once a quarter. Neither party has an obligation to act upon the issues raised. If the meeting occurs during regularly scheduled work time, committee members will be granted time off with pay for the normal schedule when meeting jointly with management but in no event shall an employee receive overtime.

Section 9.3 Agenda At least twenty-four (24) hours before every meeting of the Committee the Employer and the Union representatives will each deliver an agenda to each other covering all matters proposed to be discussed. The Employer or Union may, but is not obligated to discuss any matter not listed on an agenda. In the event the parties fail to provide a written agenda to the other party, the parties are not obligated to meet until an agenda is provided.

ARTICLE 10 GRIEVANCE PROCEDURE

Section 10.1 Grievance Policy The Employer and the Union recognize that in the interest of effective personnel management, a procedure is necessary whereby employees can be assured of a prompt, impartial and fair processing of their grievances. Such procedure can be available to all employees and no reprisals of any kind shall be taken against any employee initiating or participating in the grievance procedure in good faith.

The Union understands and agrees that the filing of frivolous grievances can be disruptive of good labor-management relations and affirms that it will discourage the filing of frivolous

grievances. The Union agrees that it will attempt to discuss with a grievant the validity of the grievance to determine whether or not a grievance is frivolous.

Section 10.2 Grievance Defined The term "grievance" shall only mean an allegation that there has been a breach, violation, misinterpretation, or improper application of this Agreement or disciplinary action, (a claim arising as the result of time off with loss of pay). It is not intended that the grievance procedure be used to effect changes in this Article of this Agreement, nor those matters not covered by this Agreement.

Section 10.3 Qualifications A grievance may be initiated by the Union, an aggrieved bargaining unit employee, or a group of employees. Any grievance initiated by the Union will list those members that the Union has reason to believe are affected.

Section 10.4 Grievance Form All grievances must contain the following information and must be filed when filing is required using the grievance form mutually agreed upon by both parties. The grievance must identify:

a) aggrieved employee's name, aggrieved employees' names, or class employees;
b) date grievance was first discussed and the name of the supervisor with whom the grievance was discussed;
c) if appropriate, date and time grievance occurred;
d) if appropriate, the location where the grievance occurred;
e) a description of the circumstances or incidents giving rise to the grievance;
f) specific provisions of the Agreement violated;
g) desired remedy to resolve the grievance; and
h) Evidence believed to support the grievance in possession of the grievant(s) at the time of the filing of the grievance.

The grievance form shall contain space for each party required to initiate action or to respond, to indicate the time limits for action, response or decision. All entries on the form shall be dated.

Section 10.5 Establishment of Grievance Representatives The Union may designate not more than three (3) grievance representatives. The Union shall notify the Sheriff in writing of the names of the grievance representatives, within thirty (30) days of their appointment.

Section 10.6 Grievance Process

Step 1. Immediate Supervisor —Lieutenant or Captain

A member having an individual grievance will first attempt to resolve it informally with his immediate non-bargaining unit supervisor (the person who is lowest in line of authority above a grievant and who is not in any bargaining unit, e.g., the lieutenant or captain in his or her chain of command). A member-grievant shall attempt informal resolution with his immediate non-bargaining unit supervisor. The grievance must be filed within fourteen (14) calendar days following the events or circumstances giving rise to the grievance having occurred or becoming known to the grievant; however, in no event shall the grievance be filed more than twenty-one

(21) days after the occurrence of the events or circumstances giving rise to the grievance. The employee shall have the burden to prove his lack of constructive or actual knowledge of the occurrence of the events or circumstances giving rise to the grievance. Grievances brought to the attention of the supervisor beyond the time limits set out in this section shall not be considered. A supervisor shall provide the member a written response, within seven (7) calendar days of the submission of the grievance.

A grievance representative may accompany the grievant should the latter request his attendance. If a supervisor grants a grievance, written acknowledgement of granting such grievance must be furnished.

Step 2. Chief Deputy

Should the member-grievant not be satisfied with the answer in Step One, within seven (7) calendar days of receipt of the answer, he may appeal the grievance by delivering a copy of the Grievance Form attached to any written response at the prior Step and any other pertinent documents to the Chief Deputy or his designee. The Chief Deputy or his designee shall date the form, accurately showing the date his office received the Form.

Within seven (7) calendar days of his receipt of the Grievance Form, the Chief Deputy shall schedule and conduct a meeting to discuss the grievance with the grievance representative or his designee and the member-grievant. The Chief Deputy may bring any appropriate witnesses.

In the meeting called for at this Step, the Chief Deputy shall hear a full explanation of the grievance and the material facts relating thereto.

Within seven (7) calendar days of the meeting at this Step, the Chief Deputy shall submit to the grievance representative and the member-grievant his written response to the grievance.

Step 3. Sheriff

Should the member-grievant not be satisfied with the answer in Step Two (2), within seven (7) calendar days of receipt of the answer he may appeal the grievance to Step Three (3) by delivery of a copy of the grievance form, containing the written responses at the prior Steps and any other pertinent documents to the Sheriff to his designee. The Sheriff or his designee shall date the Form, accurately showing the date his officer received the Form.

Within seven (7) calendar days of his receipt of the Grievance Form, the Sheriff or his designee shall schedule and conduct a meeting to discuss the grievance with the grievance representative or his designee and the member-grievant. The Sheriff or his designee may bring any appropriate witnesses.

In the meeting called for at this Step, the Sheriff or his designee shall hear a full explanation of the grievance and the materials facts relating thereto.

Within seven (7) calendar days of the meeting at this Step, the Sheriff or his designee shall submit to the grievance representative and the member-grievant his written response to the grievance.

Step 4. Arbitration

If the member-grievant is not satisfied with the answer in Step Three (3), within twenty-one (21) calendar days, of receipt of the answer, the Union may appeal to arbitration by serving a notice of appeal on the Sheriff or his designee.

Unless the parties mutually agree to the selection of an arbitrator within seven (7) calendar days of receipt of intent to file under the grievance arbitration procedure, the Employer or the Union shall by letter, solicit seven (7) nominations of an arbitrator to hear the case from the Federal Mediation and Conciliation Service. Upon receipt of the list, either party may reject the entire list one time each and a new list will be requested. Within fourteen (14) calendar days of receipt of a list not rejected, each party shall alternatively strike names until one remains. The name remaining will be the arbitrator. If for any reason the arbitrator selected is unavailable, a new list will be requested from F.M.C.S. and this same procedure will be followed. A date for arbitration shall be set as soon as possible in accordance with the wishes of the Employer, the Union, and the availability of the Arbitrator. If the Union fails to make an effort to select an Arbitrator within thirty (30) days of receipt of the list from FMCS, the Employer may send a notice by certified mail requesting that the Union strike the list to chose an Arbitrator. In the event the Union fails to make an effort to select an arbitrator within thirty (30) calendar days of the receipt of the certified letter from the Employer, the matter shall be deemed resolved consistent with the Employer's last response.

The parties may be represented by their representatives or legal counsel. Any witnesses who are necessary may attend the arbitrator's hearing. Such representatives as are permitted in this Article may also attend this hearing.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of the Agreement, nor add to or subtract from or modify the language therein arriving at his determination.

The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge or suspension, the arbitrator shall have the authority to disaffirm entirely or order modification of said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to no earlier time than the pay period prior to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing 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 arbitrable, the alleged grievance will be heard on its merits before the same arbitrator. The arbitrator shall reduce his award to writing and state his reasons for reaching the decision. Unless the arbitrator requests, or the parties agree, the hearing shall not be bifurcated and the issue of arbitrability shall be taken under advisement by the arbitrator on the same date as the hearing on the merits of the grievance.

The decision of the arbitrator shall be final and binding upon the Union, the employee, and the Employer. The fees of an arbitrator shall be borne by the losing party unless the arbitrator disaffirms a portion of the disciplinary action whereupon the fees of the arbitrator shall be divided equally between the parties.

Expense, if any, of the witnesses shall be borne by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

Section 10.7 **Prearbitration Process** Either party may request, in writing, a prearbitration meeting and a 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 3 written answer. A meeting shall be scheduled for a date no later than fourteen (14) days after receipt of request for a prearbitration meeting, unless the parties agree otherwise.

Section 10.8 **Time Off For Presenting Grievances** Grievants and grievance representatives shall not receive overtime pay to engage in grievance procedures provided for herein; however, grievance meetings at Step Two and Step Three shall be held at hours reasonably related to the grievant's shift preferably during or immediately before or after his working hours as provided by the management representative.

Section 10.9 **Time Limits** It is the intention of the parties that all time limits in the above grievance procedure shall be met. To the end of encouraging thoughtful responses at each Step, however, the Union and the Sheriff's designated representative may mutually agree, at any Step, to short time extensions of any time limit. Any such agreement must be in writing and signed by both parties. Similarly, any Step in the grievance procedures may be skipped by mutual consent. In the absence of such mutual extensions, the grievant may, at any Step where response is not forthcoming within the specified time limits, presume the grievance to have been denied. In all cases where a response is not forthcoming within the specified time limits, the grievance shall automatically be referred to the next Step of the procedure. In all cases where no appeal is filed on behalf of the member-grievant to the next grievance Step within the time limits specified in this Article, the grievance shall be considered resolved and the response given at that Step shall be implemented.

Section 10.10 **Representatives in Meetings** In each Step of the grievance procedure outlined in Section 10.6, certain specific representatives are given approval to attend the meeting therein

prescribed. It is expected that, in the usual grievance, these will be the only representatives in attendance at such meetings; however, it is understood by the parties that, in the interest of resolving grievances at the earliest possible Step of the grievance procedure, it may be beneficial that other persons not specifically designated be in attendance. Therefore, it is intended that either party may bring additional representatives to any meeting in the grievance procedure, but only upon advance mutual agreement among the parties specifically designated to attend that such additional representative or representatives has input which may be beneficial in attempting to bring resolution to the grievance. In any grievance, the member-grievant may pursue and adjust grievances without the intervention of the grievance representatives, as long as the adjustment is not inconsistent with the terms of this Agreement and a grievance representative has the opportunity to be present the adjustment.

Section 10.11 Days For the purpose of counting time "days" as used in this Agreement shall mean calendar days.

Section 10.12 Exclusivity This grievance procedure shall be the exclusive method of resolving grievances. The grievance procedure is intended to replace any and all remedies or appeals which were previously available to the State Personnel Board of Review including but not limited to appeal of disciplinary actions, and probationary removals or reductions.

ARTICLE 11 CORRECTIVE ACTION

Section 11.1 Discipline for Cause No member shall be reduced in pay or position, suspended (paid or unpaid), removed, or reprimanded except for just cause.

In the event of a grievance, employees shall appeal disciplinary actions which result in time-off without pay, a paid working suspension, or removal to Step Three of the grievance procedure within seven (7) calendar days after written notice of such action is served upon the affected member. Probationary removals or reductions are not appealable to the grievance procedure.

Employees' given written reprimands of record may, upon request, meet with the Chief Deputy and/or the Sheriff (or designee) to discuss the discipline. This meeting can be conducted with or without Union representation. The results of such meeting shall not be subject to appeal through the grievance procedure.

Section 11.2 Predisciplinary Meetings Prior to the implementation of discipline as defined in Section 11.1, the member will receive from the Sheriff or his representative a written statement of all charges and specifications. An employee who receives formal charges and specifications of misconduct which may result in discipline as defined in Section 11.1 will be given the opportunity for a meeting with the Sheriff or the Sheriff's representative before disciplinary action is taken unless the employee waives his right to the meeting. This meeting will be known as a "pre-disciplinary" meeting. Upon written request from the member, the member shall be provided copies of the internal affairs investigation report, including any transcripts or recordings, at least forty-eight (48) hours prior to any pre-disciplinary meeting. The charged member, or representative, will be given an opportunity to respond to the allegations and an opportunity to have the representative of the Union present with him during the meeting. The

notice of the pre-disciplinary meeting will also be given to the Union Business Representative. An employee may waive his/her right to Union representation in writing.

Section 11.3 **Continuance** A member who is charged, or his representative, may make a written request for continuance of the pre-disciplinary meeting. Such request will be granted where practical unless prevented by extenuating circumstances. The length of such continuance shall be mutually agreed upon. Continuances shall not be required for the purpose of delaying the meeting.

Section 11.4 **Notification** The Sheriff will notify the affected member of any charges or of any decision reached as a result of a predisciplinary meeting prior to any public statement. When any anonymous complaint is made against a member, if after an investigation there is no corroborative evidence of any kind, then the complaint shall be classified as unfounded and no further action will be taken unless corroborative evidence is obtained within a reasonable period of time.

Section 11.5 **Progressive Action** The principles of progressive disciplinary action will be followed with respect to minor offenses. The progression, where appropriate, will at least include an oral reprimand, (which may be recorded in writing), a written reprimand and a suspension for the same or related offenses prior to dismissal. It is agreed and understood that in many instances certain acts or actions warrant more severe disciplinary action including removal. In those instances the discipline shall be commensurate with the offense.

ARTICLE 12 DEPARTMENTAL RULES

Section 12.1 The Employer agrees that existing work rules and division directives shall be reduced to writing and provided to all covered members. The Employer agrees that new or revised work rules and division directives shall be provided to members two (2) weeks in advance of their implementation, except in cases of emergency. In the event that the Union wishes to present the views of the bargaining unit regarding a new or revised work rule or division directive to the Sheriff (or in his absence, his representative), the Union may raise the issue at the next regularly scheduled Labor/Management committee meeting. All work rules or division directives will be reasonable and applied and interpreted uniformly as to all members in similar circumstances. Work rules or directives cannot violate this Agreement.

ARTICLE 13 INTERNAL REVIEW PROCEDURES

Section 13.1 **Notice to Employee** At any time an inquiry concerning a member occurs when the Employer believes that disciplinary action of record (reprimand of record, suspension (paid or unpaid), reduction, or removal) will or may result, the member will be notified when he is first questioned, that such result is possible.

Section 13.2 **Responsibility to Respond, Representative** Before a member may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, he shall be advised that such conduct, if continued, may be the basis for such a charge. Where applicable, the Employer will follow the Garrity rule in administering interviews

to members. If a member desires, he shall be given a reasonable opportunity to consult with a Union representative, of his choice, before being required to answer questions. During all questioning the member may, upon request, be accompanied by a Union representative of his choice.

Section 13.3 Interviews Any questioning, or interviewing of a member will be conducted at hours reasonably related to his shift, preferably during, or immediately before or after, his working hours. Questioning or interviewing sessions shall be for reasonable periods of time and time shall be allowed during such questioning for rest periods and attendance to other physical necessities.

Section 13.4 Requests The member and/or his legal counsel will be afforded the opportunity, upon written request made directly to the Sheriff, to listen to, to copy, and make personal notes regarding any tape made of his interview subsequent to that interview. If a transcript of the tape is made by the Sheriff the member will be provided a copy of such transcript upon written request directly to the Sheriff.

The Sheriff will not use a polygraph machine or other mechanical or truth serums to test or investigate a member or to determine the truth statements made by members without the consent of the member.

ARTICLE 14 PERSONNEL RECORDS

Section 14.1 Availability of Records Employees shall be allowed to review their personnel file at any reasonable time upon written request to the Sheriff and in the presence of the Sheriff or designee. Except for supervisory and administrative personnel with a legitimate need to know, and except for the State Department of Administrative Services and courts of competent jurisdiction which have subpoenaed them, a member's personnel files shall not be available for review by anyone except as provided by law. Any employee may copy documents in his file. Employee personnel records that are required by law to be provided in response to a public records' request shall be provided by the Employer. Employees shall be provided written notice of any public records' request for their personnel file, or records contained in their personnel file. Employees, in writing, may authorize the Employer to provide records in response to a public records request that it is not otherwise required by law to disclose. However, no response to a public records request shall be delayed.

Section 14.2 Responses by Employees If, upon examining his personnel file, any member has reason to believe that there inaccuracies in documents contained therein, he may write a memorandum to the Sheriff explaining the alleged inaccuracy. If the Sheriff concurs with the member's contentions, he shall either remove the faulty document or attach the member's memorandum to the document in the file and note thereon his concurrence with the memorandum's contents. If he does not concur with the contentions of the member, he will attach the written memorandum to the document in the file without comment.

Section 14.3 Duration of Records All actions of record will be removed from the employee's personnel record and shall be of no further force and effect after twelve (12) months, for

reprimands or written record of counseling, and twenty-four (24) months for time-off suspensions or reductions, provided there is no intervening discipline. If there is any intervening discipline, then the record of discipline shall be maintained until there is twelve/twenty-four 12/24 consecutive months (depending on the discipline administered) where no discipline occurs. In any case in which a written reprimand, suspension, or dismissal is disaffirmed or otherwise rendered invalid, all documents relating thereto will be removed from the employee's personnel record.

All records of disciplinary action removed from the files for any of the reasons outlined above shall not be considered in future disciplinary action, promotional consideration, or for any other purpose except that prior discipline may be used to establish that employees have been made aware of the standard of conduct expected.

ARTICLE 15 PERFORMANCE EVALUATIONS

Section 15.1 A member's signature on any inspection card or performance evaluation, if any, shall be viewed by the parties hereto only as a representation that he has read the inspection card or performance evaluation. A member's signature shall not be viewed as a representation that he concurred in any or all of the contents or comments thereon. The member shall receive a copy of the inspection card or evaluation in its final form.

ARTICLE 16 FILLING OF POSITIONS

Section 16.1 Filling of Positions. The parties agree that all appointments to vacancies covered by this Agreement shall be filled by Employer with the procedure outlined in this Article. The parties recognize that the Employer has the exclusive authority to determine if and when positions are to be filled.

Section 16.2 Notice of Vacancies. Whenever the Employer determines that a permanent vacancy exists, a notice of such vacancy shall be posted on the employees' bulletin board for seven (7) calendar days. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the Employer. The Employer shall not be obligated to consider any applications submitted after the posting period or received from applicants who do not meet the minimum qualifications for the job. Employees on vacation leave during the seven (7) day posting period may have until three (3) days after the close of the posting to submit a bid or employees may submit a bid on behalf of other employees in their absence. The vacancy created by filling the first vacancy will be filled using the posting procedures outlined above. Vacancies created after filling the second vacancy will not be posted and filled pursuant to the procedures outlined above.

Section 16.3 Vacancies. Whenever a vacancy occurs, the member-applicant with the greater seniority making a request in writing consistent with Section 16.2 for transfer to said vacancy shall be selected, unless the skills and ability of another applicant is greater and the Sheriff determines that such skills and ability are needed to fill the vacancy. When a vacancy is filled by someone other than the senior applicant, the senior applicant may request a meeting with the division commander to be told the reason his request was denied.

This Section will not apply to personnel with less than one (1) year of service. Special assignments may be made to effect the completion of a specific project or task without regard to this paragraph. If such special assignments must exceed one (1) year, the Employer will notify the Union and negotiate on demand. This Article shall be subordinated to the need to assign an individual of the right sex to the appropriate section of the jail.

Section 16.4 Temporary Appointments. Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position pending the Employer's determination to fill the vacancy on a permanent basis. Such temporary assignments shall not exceed one hundred twenty (120) days.

Section 16.5 Testing Methods. The Employer shall determine the method for testing or review of applicants for vacant positions. The Employer shall determine the methods for examinations which shall be used to select candidates for promotional positions subject to this Article.

Section 16.6 Notice to Applicants. Once the selection has been made, the Employer will attempt to notify all applicants of the selection prior to the announcement of the selected applicant.

Section 16.7 Rate of Pay. Whenever a member is selected for a position in another classification, his or her base rate of pay shall not be less than the base rate of pay of the position from which he or she is promoted. The rate shall be established according to the provisions of Article 21.

ARTICLE 17 SHIFT ASSIGNMENTS

Section 17.1 Vacancy Whenever a vacancy occurs on another shift, that the Employer intends to fill, the member-applicant with the greater seniority making a request in writing for transfer to said shift shall be selected unless the skill and ability of another applicant is greater and the Sheriff determines that such skill and ability is needed to fill the vacancy. Written requests for changes in shift assignment may be made at any time. The requests will be retained through December 31st of each year. When a vacancy is filled by someone other than the senior applicant, the senior applicant may request a meeting with the division commander to be told the reason his request was denied.

Section 17.2 Annual Shift and Days Off Assignment All shift and days off assignments are subject to the operational needs of the Employer. The following shift preference procedure shall be applicable to employees within the bargaining unit. Shifts and days shall be selected based upon the following factors and become effective the first full pay period in January.

A. Employee classification seniority;
B. Employee preference;
C. Employee knowledge and skill;
D. Employee job skill qualifications;
E. Employee work record; and
F. Employee quantifiable performance measures

On or before December 1st of each year, the Employer shall, to the best of its ability, post the assignments for the following year. In the event the Employer cannot post the assignments on or before December 1st, it shall notify the Union. Employee shift and days off assignments shall be made on or before December 15th.

Section 17.3 Exemptions If special assignments or grant programs arise during the term of the contract which require specific education, certification, special skills, knowledge or abilities, the positions will be except from the provisions of this Article.

ARTICLE 18 PROBATIONARY PERIODS

Section 18.1 Length of Probationary Period All probationary periods for positions in classifications covered by this Agreement shall be for a period of one (1) year. In the event an employee has a low or poor evaluation during his probationary period, the probationary period may be extended by the Employer for a period of up to 180 additional days. The employee's performance and areas for improvement will be discussed with the employee at the time of the extension.

When a change in classification occurs, the affected employee will serve a probationary period.

Section 18.2 Initial Probationary Period Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer. A newly hired probationary employee may be terminated any time during his probationary period without recourse to the grievance or arbitration procedure or the State Personnel Board of Review.

Section 18.3 Promotional Probationary Period A newly promoted employee will be required to successfully complete a probationary period of one (1) year in his newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion. A newly promoted employee who evidences unsatisfactory performance may be returned to his former classification any time during his probationary period without recourse to the grievance procedure or the State Personnel Board of Review.

Employees who receive a promotion within the bargaining unit or to a position outside the bargaining unit may request a voluntary demotion during their probationary period to an available vacant position in their previous classification, subject to approval by the Employer at its discretion and an available vacancy. The employee requesting the demotion will not be able to displace any other employee's duty assignment but will be eligible for shift bidding for a vacant position and annual duty assignments. Any decision of the Sheriff shall not be grieved to arbitration.

ARTICLE 19 LAYOFF AND RECALL

Section 19.1 Reasons, Notice When the Employer determines, because of lack of work, lack of funds, reorganization, or a job abolishment that is to last more than one year, a layoff is

necessary, the Employer shall notify the affected employees twenty-one (21) calendar days in advance of the effective date of the layoff or job abolishment. It is understood and agreed that no provisions of Civil Service Law or rules shall apply to layoffs.

Section 19.2 Classifications The Employer shall determine in which classification(s) layoffs will occur. Within each classification affected, employees will be laid off in accordance with their classification seniority for the classification affected by the layoff. The employee(s) with the least seniority as defined in Article 20 will be laid off first. Bumping or displacement will also occur in accordance with the employee's seniority with the least senior employee, as defined by Article 20, laid off first.

Section 19.3 Recall List Employees who are laid off shall be placed on a recall list for a period of eighteen (18) months. If there is a recall, employees who are on the recall list shall be recalled, in the inverse order of their layoff.

Notice of recall shall be sent to the employee by certified or registered mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee. Employees shall be responsible for keeping the Department notified, in writing, of any changes in his address.

The recalled employee shall have seven (7) calendar days following the receipt of the recall notice to notify the Employer of his intention to return to work and shall have fourteen (14) calendar days following the receipt of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice. If the employee does not respond within seven (7) calendar days the employee shall be removed from the recall list.

If, upon recall, an employee must receive additional training the Employer shall provide and pay for the training required to maintain his certification. The employee shall be required to complete the training in a timely fashion established by the Employer. If the employee fails to complete the training the employee may be removed without recourse to the grievance procedure or the State Personnel Board of Review.

Section 19.4 Bumping Bumping rights will be extended to the employees under the Agreement. Employees may bump or displace employees in other classifications covered in this Agreement so long as the employee previously worked in the classification and displaces an employee with less seniority. Employees from other bargaining units not covered by this Agreement, and other employees of the Sheriff's Office who previously worked in a classification covered by this Agreement, may displace into positions covered by this Agreement so long as the employee displaced has less seniority.

The employee displaced will be the one with the least seniority. Employees seeking to displace less senior employees will displace to the most recently held classification, and the next most recent, etc. until the employee is able to displace a less senior employee. If no employee in a previously held classification has less seniority, then the employee seeking to displace shall be laid off. Employees displaced shall be placed on the recall list.

An employee who is displaced may take a voluntary layoff, when layoffs occur rather than displace to a lower classification.

ARTICLE 20 SENIORITY

Section 20.1 Definition, List, Service "Total seniority" shall be computed on the basis of uninterrupted length of full-time continuous service with the Licking County Sheriff's Office. All seniority will be added to the amounts credited on the seniority lists as established herein. The Employer shall provide the Union an updated list of the seniority upon its reasonable request.

Section 20.2 Loss of Seniority Employees shall lose all seniority and employment rights upon any of the following:

1) discharge for just cause;
2) retirement;
3) failure to timely return to work upon recall from layoff;
4) failure to return to work upon expiration of a leave of absence;
5) resignation from employment with the department; or
6) absence from employment for a period of two (2) or more years for injuries received in the line of duty; or
7) absence from employment for a period of one (1) year or more for any cause, except military leave of absence.
8) Absence due to a disability retirement through OPERS from which the employee is reinstated within the statutory reinstatement period.

Section 20.3 Seniority Accrued When Employees shall continue to accrue seniority during the following:

a) absence while on approved paid or approved unpaid leave not exceeding two (2) years; or
b) military leave of absence.

Section 20.4 List, Objections A seniority list shall be kept by the Sheriff and shall be updated semi-annually. A copy shall be posted for inspection at all times in a location designated by the Sheriff. Objections to the list must be filed within fourteen (14) calendar days of posting, otherwise, the list will be deemed valid.

Other public service employment cannot be transferred for seniority purposes. Except as modified by Section 1 above, the seniority list for the Sheriff's Office shall list all employees and the date of their seniority in order from the most senior to least senior employees. Employees hired on the same say will be placed on the seniority list in order of the last four digits of their respective social security numbers, the highest number first. Employees promoted or transferred to positions outside the bargaining unit, but within the Sheriff's Office shall continue to accrue seniority.

Section 20.5 **Classification Seniority** Employees shall accrue "classification seniority" beginning the first day of full-time service in a classification. Employees shall use "classification seniority" only as set forth elsewhere in this Agreement.

ARTICLE 21 WAGES AND MISCELLANEOUS

Section 21.1 **New Appointments** An employee appointed to a classification will be placed in the first step of the pay range established for his classification and will receive an increase after serving the amount of time indicated on the wage scale in that classification.

Section 21.2 **Wage Scales** Employees shall be paid at the rates set forth in the wage scales in the Appendix attached to this Agreement which reflects a two percent (2.0%) wage increase effective January 1, 2012. The parties agree to re-open Article 21, Wages, for the purpose of negotiating wages for 2013 and 2014. In the event the Employer agrees to a wage increase for 2012 greater than two percent (2.0%) for any other bargaining units, the Union may, upon written demand, re-open Article 21, Wages. However, such ability to re-open Article 21, Wages, shall not apply in the event of a wage increase awarded by a neutral. If awarded by a neutral, the Union may re-open as outlined above October 1, 2012.

Section 21.3 **Wages on Promotion** A promoted employee will receive the step in the higher pay range that gives him a raise and demoted employee will receive the step in the lower pay range commensurate with his years of service.

Section 21.4 **Advance Step Hiring** When filling a position, the Employer may place the employee in an advance step at the date of hire, but not the top step, provided he has an equivalent amount of experience in the same classification for which the employee is hired from another jurisdiction.

Section 21.5 **Wages Paid Biweekly** Employees will be paid on a bi-weekly basis.

Section 21.6 **Anniversary Date for Step Advancement** For the purpose of the salary increases provided in this Article, the anniversary date for an employee is the date on which the employee began full-time service in the classification with the Employer. Service should be computed from the anniversary date. If an employee is off the payroll for longer than thirty (30) days (e.g., on leave of absence), the anniversary date will be deferred by an equivalent amount. If an employee resigns and is later reinstated, or re-employed, the date of reinstatement, or re-employment, will constitute a new anniversary date.

Section 21.7 **Demotion-Disciplinary or Layoff** Whenever a member is demoted for disciplinary reasons, or as a result of a layoff, he or she shall be paid at the step in the lower pay range appropriate to his years of service.

Section 21.8 **Demotion-Voluntary or Physical Disability** Whenever a member requests and is granted a voluntary demotion, his or her rate of pay shall be at the step in the lower range appropriate to his or her years of service.

Section 21.9 **Reinstatement, Reappointment, and Reemployment.** Whenever a member is reinstated, reappointed or reemployed where he or she previously held permanent status, his or her rate of pay shall be the step in the range at which he or she was paid at the time of his or her separation unless he or she agrees to some other arrangement. Any member who has been separated from employment without delinquency or misconduct on his or her part may, at the discretion of the Employer, be reinstated within one (1) year from the date of such separation to a vacancy in the same or similar position; provided, if such separation is due to injury or physical disability; such member shall be reinstated to the same or similar position he or she held at the time of his or her separation within thirty (30) days after written application for reinstatement and after passing a physical examination made by a licensed physician designated and paid for by the Employer showing that he or she has recovered from such disability; provided, further that such application for reinstatement be filed within three (3) years from the date of separation, and further provided that such application shall not be filed after the date of service eligibility retirement.

Section 21.10 **Expenses** The Employer shall pay the actual and necessary expenses incurred and salary of any member who is required by his or her superior to attend a meeting or function pertaining to his or her official duties as an employee during times other than his or her regular working hours. No such meeting or function shall be called, attended, or held without the prior written approval of the Employer.

Section 21.11 **Temporary Promotions** Any member assigned to act in a higher position not vacant, on a temporary basis, of eight (8) hours or more duration, shall be raised in pay for time worked in such acting position.

ARTICLE 22 PERS PICK-UP UTILIZING THE SALARY REDUCTION METHOD

Section 22.1 The Employer shall pick-up contributions to the Public Employees Retirement System paid on behalf of the employees in the bargaining unit utilizing the salary reduction method under the following terms and conditions.

The amount to be "picked-up" on behalf of each employee shall be the employee's share of the employee's gross annual compensation or any statutorily mandated increase. The employee's annual compensation shall be reduced by an amount equal to the "picked-up" by the Employer for the purpose of State and Federal tax.

The pick-up percentage shall apply uniformly to all members of the bargaining units. The pick-up shall apply to all compensation including supplemental earnings. The parties agree that should the rules and regulations of the IRS, or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/ employee/employer contributions.

ARTICLE 23 LONGEVITY

Section 23.1 **Amounts** After five (5) years of continuous service, a member of the bargaining unit shall receive, in addition to other pay called for herein, an annual service credit payment based upon the following: $200.00 for five (5) years of service and $50.00 for each additional year of service to a maximum of $1,000.00.

Section 23.2 **Payment** Payment of service credit shall be made in a lump sum, in a separate check, and will accompany the first paycheck in December of each calendar year, after five (5) years of service. For the purpose of this Section, continuous active service shall include approved military leave.

ARTICLE 24 SHIFT DIFFERENTIAL

Section 24.1 For any regularly assigned shift commencing between the hours of 12:30 p.m. and 5:30 a.m. of the following day, pay will be increased by a shift differential of $.35 per hour.

Section 24.2 Shift differential pay shall be paid only for actual hours worked during a work day. Shift differential shall not be paid in addition to regular pay for any hours of leave with pay. Shift differential pay will be paid on a bi-weekly basis and will not be cumulative under any circumstances.

Section 24.3 This Article applies only to members in bargaining units covered by this Agreement whose shift is assigned by the Office. This Article does not apply to any member who has a modified shift starting time whose shift starting time is mutually agreed or is working a shift which starting time varies.

ARTICLE 25 MEDICAL INSURANCE

Section 25.1 **Medical Insurance** The Employer shall provide group medical, dental and life insurance coverage for each employee available for Licking County employees as are enrolled in the Licking County Plan. It is further agreed and understood that the schedule of benefits for employees shall be as set forth for all other Licking County employees on the Licking County Health Plan, including all conditions and payments specified or required by individual carrier/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. Should such occur, any employee adversely affected shall be given the opportunity to enroll with an alternative carrier with the appropriate premium rates subject to the premium rate applied herein or to waive coverage and receive an appropriate pro-rata amount of the waiver of coverage payment.

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 that carrier/provider.

Section 25.2 **Premiums** Employees shall contribute to the Licking County Health Plan in the amounts established annually for the plan. The Union shall be notified in advance of the amounts for employee contributions prior to the annual open enrollment.

Section 25.3 **Flexible Spending Account** Furthermore, the parties understand that under the Licking County Health Plan, the County will provide flexible spending account credits for each employee who elects to participate in the Licking County Health Plan. It is understood and agreed that the flexible spending account may change from plan year to plan year. No amount remaining in the account at the end of the year may be paid to the employee is cash.

It is understood that employees are subject to the flexible spending account policies and procedures for use, crediting, and disbursement of their flexible spending account.

Section 25.4 **Waiver of Coverage** An employee who provides satisfactory proof of coverage under another insurance plan may waive both medical and dental coverage of the Licking County Health Plan. An employee who waives coverage will receive the amount established annually. Waiver payments will not be available to anyone who is covered under the Licking County Health Plan.

ARTICLE 26 PROFESSIONAL LIABILITY INSURANCE

Section 26.1 **Employee Obligations** The parties understand that employees, as agents of the Employer, are protected by the provisions of Revised Code Chapter 2744. The County and the Employer are thereby obligated to defend employees acting within the scope of their employment against lawsuits and actions brought against employees by third parties.

Section 26.2 **Liability Insurance** Although both parties recognize that the Employer is not obligated to carry professional liability insurance, the Employer agrees to provide the Union a copy of the current policies for professional liability insurance upon the written request of the Union. In the event the County and Employer should become self-insured for professional liability, and the County established a self-program, the Employer agrees to provide the Union a copy of the current programs for self-insurance for professional liability program upon the written request of the Union.

Section 26.3 **Insurance Not Required** The parties recognize that the Employer is not required by this Agreement to provide employees in the bargaining unit in classifications covered by police professional liability insurance, with professional, outside liability insurance coverage regardless of cost.

Section 26.4 **Self Insurance** If the Sheriff is covered under a third party insurance agreement for professional liability insurance, employees shall also be covered. If the Sheriff is covered through a self-insurance program, the employee shall also be covered.

ARTICLE 27 MEALS

Section 27.1 Members assigned to the jail and communications officers will receive one meal each day, i.e, each full shift worked, at the Employer's cost. Additionally, members who are eligible for this benefit who work an overtime shift of at least four (4) hours on overtime shall be eligible to receive one meal as provided in the jail cafeteria.

ARTICLE 28 VEHICLES

Section 28.1 Reimbursement Rate Where a vehicle is not available for an employee, and the employee is required by the Employer to use his personal vehicle to perform work for the Employer, the employee will be reimbursed at the County mileage reimbursement rate.

ARTICLE 29 UNIFORMS AND ALLOWANCES

Section 29.1 List of Equipment/Uniforms, Sworn Employees It is the responsibility of all members of the bargaining units to maintain their uniforms and, for those not in uniform, to be presentable and dress within the standards established by the Employer. If any member has not maintained a uniform, part, or equipment, that member shall be required to turn in such uniform, part, or equipment and to replace it.

Section 29.2 Clothing Allowance The Employer shall furnish employees with an annual clothing allowance of four hundred dollars ($400) to be paid in semi-annual installments of two hundred dollars ($200).

Payment will be the first pay period in June and the first pay period in December of each calendar year. Employees may be required to present proof of purchase from approved vendors equal to or greater than the uniform allowance.

Section 29.3 New Employees A new bargaining unit member shall not receive the first semi-annual payment of the annual clothing allowance which follows his date of hire. The member shall receive the second and all subsequent semi-annual payments following his date of hire.

Section 29.4 Return of Equipment Upon termination, members shall return all issued uniforms and equipment to the Employer.

Section 29.5 Cleaning Reimbursement The Employer will furnish employees an annual cleaning allowance in the amount of two hundred dollars ($200) to be paid in semi-annual installments of one hundred dollars ($100).

ARTICLE 30 HOURS OF WORK AND OVERTIME

Section 30.1 General Provisions This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency or improving services, from establishing the

work schedules of employees, or from establishing part-time positions. This Article shall not be construed as a guarantee of work per week nor as a restriction on the Employer's right to require overtime.

Section 30.2 **Work Schedules** Work schedules for bargaining unit employees will be arranged by the Employer. The days off may be modified when an employee's schedule or assignment is modified. The Employer shall designate the start of the work week and work day, but shall not change the starting time to avoid the payment of overtime.

The work schedule established by the Employer shall generally be as follows:

In the event the Employer chooses a work schedule consisting primarily of eight-hour shifts, the workweek shall consist of five (5) consecutive eight-hour work days and two (2) consecutive days off.

In the event the Employer chooses a work schedule consisting primarily of ten-hour shifts, the workweek shall consist of four (4) consecutive ten (10) hour days and three (3) consecutive days off.

In the event the Employer chooses a work schedule consisting primarily of twelve-hour shifts, the work schedule will be based upon a rotating schedule consisting of two (2) consecutive twelve (12) hour work days followed by two (2) consecutive days off, followed by three (3) consecutive twelve (12) hour work days followed by two (2) consecutive days off, followed by two (2) consecutive twelve (12) hour work days and concluding with three (3) consecutive days off. In order to "cap" the total number of hours worked during a fourteen (14) day work period at eighty (80), employees shall be scheduled for only eight (8) hours during one of the work days outlined above total eighty (80) work hours in a fourteen (14) day period.

In the event the Employer chooses to change the work schedule, it shall provide the Union twenty-eight days advance notice.

Section 30.3 **Lunch Period** Each member of the bargaining unit may take one-half (1/2) hour for a lunch period each shift. Each member may also take two (2) fifteen (15) minute breaks each shift. Scheduling all such breaks are subject to the workload and members must respond to emergency calls when on any break.

Employees assigned to twelve (12) hour shifts may take one-half (½) hour for a lunch period each shift. Each member may also take two (2) thirty (30) minute breaks each twelve (12)-hour shift. Scheduling all such breaks are subject to the workload and members must respond to calls while on break.

Section 30.4 **Overtime** All members shall be paid 1.5 times their hourly rate for any overtime worked beyond hours of work actually worked. Overtime shall be paid for those hours actually worked in excess of forty (40) hours in a seven (7) day work period. Or, for those members on twelve (12) hour shifts, overtime shall be paid for those hours actually worked in excess of eighty (80) hours in a fourteen (14) day pay period. Those times a member is not at work or is

released from work shall not be considered hours actually worked. Only compensatory time, vacation, personal days, and regular hours actually worked count toward the break-over point after which overtime is paid. Court time outside regularly scheduled work hours and off duty contract employment will not be counted.

Section 30.5 **Call-Out, Court Time and Charge Filing Time** "Call-out" occurs when a supervisor specifically requests a member of the bargaining unit to return to work to do unscheduled, unforeseen, or emergency work after the member has left work upon the completion of the regular day's work, but before he is scheduled to return to work.

"Court time" is that time required by the County for any job connected court appearance.

"Charge filing time" is that time required to file charges with the Law Director or County Prosecutor and for consultation with either on a case in which the bargaining unit employee is involved.

When a member is engaged in call-out, court or charge-filing time, he shall be paid a minimum of two (2) hours pay at straight time or he shall be paid for the actual hours worked at the applicable rate, whichever is greater, unless the call-out, court or charge filing time occurs on the employee's regularly scheduled day off or pre-approved vacation day, then the employee shall be paid a minimum of four (4) hours pay at straight time or he/she shall be paid for the actual hours worked at the applicable rate, whichever is greater.

Section 30.6 **Overtime Scheduling** To the extent practical, good faith efforts will be made consistent with effective operations of the Employer to rotate pre-scheduled overtime assignments, among qualified bargaining unit members. Inability to work a pre-scheduled overtime assignment due to death in the family will not require the member to charge such absence against sick leave. Working overtime or refusing overtime offered will place the employee at the bottom of the rotation list.

"Qualified" (for this provision) means the ability to immediately perform all the duties of the position assigned. Only those persons whose names appear on an approved list for overtime for a division (e.g. road, jail, etc.) will be permitted to work overtime.

Section 30.7 **Cancellation of Prescheduled Overtime** Employees who accept prescheduled overtime assignments who call in sick or do not report for or work the assignment shall have sick leave deducted (without pay) from their balance in an amount equal to the number of hours scheduled. In addition, those employees who fail to report for prescheduled overtime assignments shall be subject to discipline.

Employees who accept prescheduled overtime assignments may cancel such request, with at least forty-eight (48) hours notice prior to the start of the prescheduled overtime. Cancelled acceptances shall be filled by rotation unless difficulties arise in filling the overtime then the parties must meet to discuss resolution of scheduling difficulties. Discussions shall be for thirty (30) days. The Sheriff shall notify the union in writing of request to discuss. During discussions overtime reassignments (for cancelled assignments) shall be subject to be filled by emergency

overtime assignments. If no resolution to difficulties is reached then the rotation of assignments for filling cancellations shall expire and the Employer may fill those overtime slots by emergency overtime assignment.

Section 30.8 **Remedy** Employees who believe they should have been called or scheduled for overtime but are not shall file a written statement with their division commander within five (5) calendar days of the time they believe they should have worked the overtime. If it is found that the employee should have worked the overtime the remedy for the employee shall be to work the next available overtime until the employee has worked at least the amount that they should have worked.

ARTICLE 31 SICK LEAVE

Section 31.1 Full-time employees of the bargaining units covered by this Agreement shall have credited to their sick leave balance eighty (80) hours of sick leave. Employees who are originally employed after January 1 of each calendar year shall receive a credit of 3.1 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 3.1 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 31.2 **Uses for Sick Leave** Employees may use sick leave, for absence due to personal illness, pregnancy of employee or spouse, injury, exposure to contagious disease which could be communicated to other employees, and for illness, injury or death in the employee's immediate family where the presence of the employee is required. For purposes of this Article, immediate family is defined as spouse, child, parent, grandparent, spouse's grandparent, brother, sister, grandchild, stepchild, stepparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or other relative residing in the employee's immediate household.

Section 31.3 **Usage of Sick Leave** When sick leave is used, it shall be deducted from the employee's sick leave credit on the basis of one hour for every one hour of absence from previously scheduled work. Sick leave used at the beginning of a shift shall be no less than two (2) hours unless used for a doctor's appointment. Employees shall not use sick leave to cover tardiness.

After six (6) uses (occurrences) in the one year period to begin each January first, the next sick leave use(s) shall be without pay up to eight (8) hours' use. (That is, the first hours of sick leave use up to eight (8) hours use in the calendar year 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. Sick leave used for use for bereavement shall not count toward occurrences for sick leave use.

Section 31.4 **Evidence Required for Sick Leave Usage** The employee shall furnish the Employer a standard written signed statement to justify the use of sick leave. The payment of sick leave is contingent upon the approval of such statement by the Employer. Falsification of either a written signed statement or physician's certificate shall be grounds for disciplinary action, including dismissal.

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 their medical practitioner during the term of the absence. The required statement shall specify the reason for and the length of the anticipated absence and the expected date of return to work of the member and the prognosis for recovery.

Section 31.5 **Notification by Employee** When an employee is unable to report to work he shall notify his immediate supervisor or other designated person at least one (1) hour before the time he is scheduled to report to work on each day of absence, unless the employee has made other reporting arrangements with his immediate supervisor.

Section 31.6 **Physician Statement** If medical attention is required, the employee may be required to furnish a statement from a licensed physician notifying the Employer that the employee was unable to perform his duties. Where sick leave is required 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 or in the case of childbirth and other conditions related thereto during the post-natal period that the presence of the employee is necessary to care for the employee's wife and family.

Section 31.7 **Physician Examination** The Employer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified due to illness or disabling condition, the employee may be placed on sick leave, leave without pay or disability separation, in that order. The cost of such examination shall be paid by the Employer.

ARTICLE 32 SICK LEAVE CONVERSION

Section 32.1 **Amount of Sick Leave Conversion at Retirement** An employee, at the time of retirement from active service with the County, shall be paid one-fourth (1/4) of the value of his or her earned but unused sick leave credit. The maximum of such payment, however, shall be for two hundred eighty (280) hours.

Section 32.2 **Qualifications for Retirement Conversion** To qualify for such payment, the employee must have had, prior to the date of retirement, ten (10) or more years of service with the County, and be eligible to receive PERS benefits. Such payment shall be based on the employee's hourly rate of pay at the time of retirement. Such payment shall be made only once and shall eliminate all sick leave credit accrued by the employee.

Section 32.3 **Requests for Retirement Conversion** Eligible Sheriff's Office employees, retiring from active service, shall request such payment in writing, in order to initiate the payment process.

Section 32.4 **Conversion on Death of Member** Employees who die shall be considered to have terminated their employment as of the date of their death, and shall be eligible for such sick leave payment for which they would otherwise have qualified. Such payment shall be made in accordance with Section 2113.04 ORC, or paid to the employee's estate.

Section 32.5 **Annual Conversion of Sick Leave** Employees who use 24 (twenty-four) hours or less of sick leave in the year beginning with the first full pay period in December each year and continuing until the beginning of the first full pay period of the following December will be eligible for annual sick leave conversion. Such employees may convert, on a 2 for 1 basis, up to forty (40) hours of accumulated, unused sick leave. That is, an employee who uses twenty-four (24) hours or less for the preceding twenty-six (26) pay periods may convert each December to a lump sum cash payment up to forty (40) hours of sick leave to twenty (20) hours pay. Employees must submit their request for annual conversion of sick leave in writing, on a form provided by the Employer by December 20 of each year. Payment shall be made by the Employer no later than the second pay period in January. Employees must be employed by the Sheriff's office for the entire twenty-six (26) pay periods to be eligible for the annual conversion. Employees shall be paid at the rate of pay in effect at the time they elect their conversion.

ARTICLE 33 FUNERAL LEAVE

Section 33.1 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 three (3) days 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, guardian, child, step-child, sibling, parent-in-law, step parents, grandchildren, and grandparents.

Section 33.2 Funeral leave for extended family members. In the event of a death in the extended family of an employee, the employee shall be granted one (1) day to attend the funeral of the member of the extended family. The extended family members are the employee's grandparents-in-law, aunts, uncles, nieces, nephews, son-in-law, daughter-in-law, brother-in-law, and sister-in-law.

Section 33.3 **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. Such request shall be submitted on a leave request form to the Employer. Sick leave approved for the use for bereavement shall not count toward the occurrences for sick leave use.

ARTICLE 34 VACATION

Section 34.1 Vacation Service Regular full-time employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. Employees who are employed as of the first full pay period of January shall have credited to their vacation leave account the amount set forth in this Section. The amount of vacation leave to which a full-time employee is entitled is based upon years of service, as follows:

YEARS OF SERVICE	HOURS
Less than 1 year	none
After 1 year of service	80
After 6 years of service	120
After 15 years of service	160
After 25 years of service	200

On January 1 of the year during which the employee will complete his/her 1st, 6th, 15th and 25th year of service, the employee will be credited with the additional week of vacation to which the employee is entitled based upon the above schedule. The acceleration of the additional week of vacation to January 1st of the anniversary year is for the purpose of vacation scheduling pursuant to this Article.

Section 34.2 New Employees Employees who are originally employed by the Employer during a calendar year shall receive credit of 3.1 hours per complete pay period during the period after their original employment and prior to the first full pay period the following January. This amount shall be credited to newly-hired employees upon employment subject to the provisions set forth in this Section for use of the vacation leave. Except as otherwise specifically provided in this Article, only the amount of vacation leave under forty (40) hours credited and not scheduled may be carried over by probationary period employees to the following calendar year. Any probationary period employee who is granted vacation leave under this provision may schedule and use vacation leave after January 1 according to the requirements in Section 34.3, but in no event may the use be in segments less than forty (40) hours. Probationary employees who utilize their vacation leave prior to their anniversary date (completion of their probationary period) shall have their probationary period automatically extended by the amount of the vacation leave used.

Section 34.3 Separation During Calendar Year Employees who separate during the calendar year, for whatever reason, shall have their vacation leave balance reduced at separation by the number of complete pay periods between the date of the separation and the first full pay period the following January times the following formula:

YEARS OF SERVICE	HOURS
Less than 1 year	3.1
After 1 year of service	4.6
After 6 years of service	6.2
After 15 years of service	7.7

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 34.4 **Vacation Requests** Employees submitting their vacation requests in forty (40) hour blocks, or thirty-six (36) hour blocks, depending upon the established work schedule by February 28 will have their vacation requests granted on the basis of classification seniority subject to the operational needs of the Employer. All vacation requests submitted after February will be granted on a first come, first served basis subject to the operational needs of the employer.

Any request for change of dates for extenuating circumstances must be in writing and must be approved by the Employer.

Any vacation leave not scheduled and used prior to December 31 of each year shall be lost or converted at year-end if the amount of unused vacation is forty (40) hours or less. All not scheduled vacation leaves are subject to the operational needs of the Sheriff's Office. The Employer may cancel and reschedule vacation leave requests due to the operational needs of the Office, but may not do so simply to avoid paying overtime.

Subject to the aforementioned provisions, after vacation leave is credited in amounts greater than eighty (80) hours, vacation time may be used in increments of four (4) hours or more. Employees who are credited, under Sections 34.1 or 34.2, eighty (80) hours or less vacation leave must use vacation leave in blocks of forty (40) hours or thirty-six (36) hours. The four (4) hour blocks of vacation leave may not be scheduled until after February 28.

Section 34.5 **Vacation Scheduling** Up to two (2) members of per shift can be on vacation at any one time subject to the operational needs of the Employer.

Section 34.6 **Prior Service** For the purpose of accruing vacation in accordance with Section 34.1, "continuous employment" for employees as of September 1, 1991, will include all time employed in prior service with the State or a political subdivision of the State. Employees originally employed with the Office after September 1, 1991, shall receive service credit for service which is continuous and uninterrupted with Licking County or as a certified law enforcement officer in another jurisdiction in Ohio. That is, their continued and uninterrupted service with Licking County or with another law enforcement agency in the State of Ohio shall count as "continuous service" as that term is used in Section 34.1 above. All part-time service will be credited on a pro-rata basis for the purpose of determining the rate of accrual of vacation leave – as set forth in this section.

Section 34.7 **Miscellaneous** Members who are absent from work for reasons permitted in this Agreement, shall continue to accrue service time as though they were not absent.

In cases where a recognized, paid holiday falls within any vacation, no vacation day will be deducted from the accumulated vacation balance for the paid holiday.

Upon separation from service an employee shall be entitled to compensation at this current rate of pay for all accrued and unused vacation leave to his 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.

Section 34.8 **Annual Conversion of Vacation Leave** Employees who have not scheduled or been unable to use vacation leave may convert to cash up to forty (40) hours of vacation leave. Employees will not be eligible for annual conversion of vacation leave unless they have scheduled and taken eighty (80) hours of vacation leave during that calendar year. The conversion request must be submitted by November 15 of each year. Conversion shall occur in December.

ARTICLE 35 HOLIDAYS

Section 35.1 **List of Holidays** Members shall have the following paid holidays:

1.	New Year's Day	(1st day of January)
2.	Martin Luther King Day	(3rd Monday of January)
3.	President's Day	(3rd Monday of February)
4.	Memorial Day	(Last Monday in May)
5.	Independence Day	(4th day of July)
6.	Labor Day	(1st Monday in September)
7.	Veterans Day	(11th day of November)
8.	Thanksgiving Day	(4th Thursday of November)
9.	4th Friday in November	(Day after Thanksgiving)
10.	Christmas Day	(25th day of December)

Section 35.2 **Holidays Observed/Paid** Employees who are not assigned to 24 hour operations shall be scheduled off and paid for eight (8) hours at their straight time hourly rate for each day of the holidays in Section 1 above during the pay period in which the holiday falls.

Employees who are assigned and work a holiday shall be paid straight time and one half (1 ½) for all hours worked on the holiday (except overtime) in addition to receiving their eight (8) hours of holiday pay. If a member is required to work in excess of their regularly scheduled hours on the holiday, the member shall be paid one and one-half (1½) times the holiday rate for all hours worked in excess of their regularly scheduled shift. The parties agree to maintain the prior procedure for determining which hours are subject to the premium pay provision outlined above.

Section 35.3 **Holidays During Leaves** If a holiday occurs during a period of paid sick leave or vacation leave, the employee will draw normal pay and will not be charged for sick leave or vacation leave.

ARTICLE 36 PERSONAL DAYS

Section 36.1 Personal Leave Each member will receive four (4) personal days of leave each year, paid at the member's regular rate of pay based upon their regularly scheduled work hours on the day the leave is taken. When employees are originally employed, they shall be granted one full personal day for each complete quarter remaining in the calendar year they are employed.

Section 36.2 Scheduling Personal days off may be taken at any time of the year. Vacation and personal days off may be taken separately or in conjunction with each other. Personal days off must be used in the year that they are earned and will not accumulate. Personal leave days not scheduled or converted at year end shall be forfeited.

Section 36.3 Requests Employees must submit a written request for personal leave at least 24 hours, but not sooner than twenty-one (21) calendar days, in advance of the date requested. Personal days off may only be taken with the approval of the Employer. Such approval will not be unreasonably withheld. All requests shall be subject to operational needs. Shorter notice for requests may be made in emergency situations (i.e., not avoidable by reasonable care by the employee).

Section 36.4 Bi-Annual Conversion Employees may convert, annually in July, up to two (2) personal leave days. Employees may convert, annually in December, up to two (2) personal leave days. Employees may not convert more than two (2) personal days at any one time. Conversion shall be based upon the current schedule worked by the employee.

ARTICLE 37 LEAVES OF ABSENCE

Section 37.1 Purpose Leave of absence without pay may, at the Employer's discretion, be granted for any legitimate purpose subject to approval, including but not limited to, the following:

A. To further a member's education. (Ordinarily such a leave will be granted only if the leave will directly benefit the County as well as the individual and provided the member agrees to return to County employment for a specified period of time after such leave.)
B. To attend funerals not covered by paid leave.
C. For other reasons approved by the Sheriff at this sole discretion.

Section 37.2 Family Medical Leave Leaves to care for members of employee's immediate family shall be covered by the Family Medical Leave Act and the County Family Medical Leave Act policy.

Section 37.3 Procedures A member desiring to apply for a leave of absence without pay should submit an application to the Employer outlining the reason for the request.

Section 37.4 Conditions All such leaves will be given in writing. The length of and other conditions of each leave granted will be determined by the facts and circumstances of the case.

All fringe benefits cease while a member is on leave without pay. The Employer shall continue to provide insurance coverage for a minimum of thirty (30) days for any employee on leave of absence. The member may continue the health insurance coverage at his or her own expense after the thirty (30) day period and shall receive the benefit of available group coverage conversion.

Section 37.5 **Return From Leave** Upon completion of a leave of absence, the employee is to be returned to the classification formerly occupied, or to a similar classification if the employee's former classification no longer exists. Any replacement in the position while an employee is on leave will be terminated upon the reinstatement of the employee from leave. The terminated employee will be considered for other vacancies.

Section 37.6 **Cancellation/Expiration of Leave** If it is found that leave is not actually being used for the purpose which it was granted, the Employer may cancel the leave and direct the employee to return to work by giving written notice to the employee. An employee may return to work before the scheduled expiration of leave if requested in writing by the employee and approved by the Employer. Failure to return to duty upon expiration of the leave, or within three (3) days of notification of cancellation of a leave of absence, shall be just cause for removal.

ARTICLE 38 DISABILITY LEAVE OF ABSENCE

Section 38.1 **Leave Without Pay** A member incurring any disability not duty-connected after he or she has exhausted all of the paid leave to which he or she is entitled and has accumulated, may be granted a leave without pay for a period not to exceed three (3) months, subject to approval and to the following provisions:

1. The member shall apply for such leave, in writing, to the Employer. Such requests will not be unreasonably denied.
2. The member shall submit a physician's report with his or her application, including a statement regarding the nature of the disability and whether or not the member is able to work.
3. The member shall submit to the Employer a physician's statement of release for work before returning to work.

The employee may request an extension of up to three (3) months. Such request shall be in writing with supporting documentation for the request.

ARTICLE 39 EXPIRATION OF LEAVES-RESIGNATION

Section 39.1 Any member who has exhausted sick and/or vacation leave and has not applied for disability leave or other leave under any of the provisions of this Agreement shall be deemed to have resigned voluntarily from the Sheriff's Office if they fail to report for work and have not contacted the Sheriff's Office. This provision shall apply to any member who has exhausted his paid leave and not applied for disability leave, or other period of unpaid leave, at the time of execution of this Agreement.

ARTICLE 40 EDUCATIONAL COURSES OR TRAINING

Section 40.1 Required Attendance When attendance is required by the Employer, a member may be allowed time off from his position without loss of pay for the purpose of taking work-related educational courses or training at an approved educational institution.

Section 40.2 Cost of Coursework Any classes or training session required by the Employer will be paid for by the County. Any member attending training sessions required by the Sheriff will be paid the applicable rate of pay for the time in the training session. Any classes or training required by statute or regulation or necessary for a member to retain or secure certification shall not be considered time worked, except when the Office schedules the employee to attend training during the employee's normal work hours.

Section 40.3 Educational Incentive The Sheriff's Office shall make annual education incentive payments to those employees who receive degrees in law enforcement from accredited institutions. The degrees and incentive payments shall be:

Associate Degree - $250 Annual
Bachelor Degree - $500 Annual
Post-Graduate Degree - $750 Annual

These payments shall be made for law enforcement degrees or to individuals with non-law enforcement degrees by the Sheriff at his sole discretion. The payments shall be made in a lump sum amount (subject to appropriate deductions) in either the last pay period of a calendar year or the first pay period of a calendar year for the prior year. Only those employees who are employed and working as of December 1 each year shall be eligible for the incentive payment who have worked at least six (6) months during the prior twelve (12) months.

ARTICLE 41 UNION TIME

Section 41.1 Annual Union Time The Union is entitled to a total of forty-eight (48) hours per year of this Agreement without loss of pay to be used among Union officials or grievance representatives to attend to Union related activities. The Union may carryover up to twelve (12) hours annual Union time to the following year. The carry over is non-cumulative. The maximum available time in any given year shall be sixty (60) hours.

Section 41.2 Permission Any employee wishing to use such Union time shall request the permission of the Jail Commander and permission will not be unreasonably withheld.

Section 41.3 Restrictions Such activities shall not interfere with the performance of duties by other employees. All requests are subject to the operational needs of the Employer. In scheduling Union time, all reasonable efforts will be made by the employee to avoid creating overtime.

ARTICLE 42 MILITARY LEAVE

Section 42.1 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 and to the difference between the military base rate of pay and their regular base pay for such time as they are in military service on field training or active duty for periods not to exceed a total of one hundred seventy-six (176) hours in any calendar year. The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in on continuous period of time. Employees who are members of those components listed 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 lease will cover the official period of the emergency.

ARTICLE 43 BULLETIN BOARDS

Section 43.1 **Bulletin Board Space** The Employer shall provide bulletin board space for use by the employees in the bargaining unit. Material posted on the board shall relate only to union meetings, elections, social events, and reports and decisions affecting the employees in the bargaining units. The location of the bulletin board will be at the jail.

Section 43.2 **Notices** All Union notices which appear on the bulletin board shall be signed, posted and removed by the Union representative. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval.

a. Union recreational and social affairs;
b. Notice of Union meetings;
c. Union appointments;
d. Notice of Union elections;
e. Results of Union elections;
f. Reports of non-political standing committees and independent non-political arms of the Union; and
g. Non-political publications, rulings or policies of the Union.

All other notices of any kind not covered in (a) through (g) above must receive prior approval of the Employer or his designated representative. It is also understood that no material may be posted on the Union bulletin board at any time which contains the following:

a. personal attacks upon any other member or any other employee;
b. scandalous, scurrilous or derogatory attacks upon the administration; and
c. attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization.

Section 43.3 **Limits on Posting** No Union-related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment, except on the bulletin board designated for use by the Union.

ARTICLE 44 BALLOT BOXES

Section 44.1 **Use of Ballot Boxes** The Union shall be permitted, with the prior notification to the Sheriff, to place ballot boxes at the Sheriff's Office for the purpose of collecting member's ballots on all Union issues subjected to ballots. Such boxes shall be the property of the Union and neither the ballot boxes nor the ballots shall be subjected to the Sheriff's review and shall be removed as soon as practical after the Union issue has been determined. The Employer shall not be responsible for any matter pertaining in any way to ballot boxes or the security of ballot boxes.

ARTICLE 45 WAIVER OF NEGOTIATION

Section 45.1 **Waiver** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, except as may be specifically agreed to in another clause of this Agreement or as required by law, the Employer and the Union for the life of this Agreement shall each voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter not specifically referred to or covered in this Agreement, including the impact of the Employer's exercise of its rights as set forth herein on wages, hours, and terms and conditions of employment.

This Agreement constitutes the entire agreement between the parties and all other agreements either written, or oral or by tradition, custom or practice are hereby canceled.

Section 45.2 **Amendments** However, nothing in this Article shall preclude the parties from mutually agreeing to amend or modify this Agreement, provided such amendment or modification is reduced to writing and signed by the parties.

ARTICLE 46 MEDICAL EXAMINATION

Section 46.1 **Examinations – General** 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 46.2 **Health and Safety** 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 46.3 **Examination – Appeals** 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 Employer. 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 46.4 **Ability to Perform** 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 46.5 **Refusal to Submit to Exam** 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 46.6 **Use of Leaves** 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 worker's compensation, if eligible).

Section 46.7 **Leave Status** 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 46.8 **Costs of Exams** 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 47 INJURY LEAVE SUPPLEMENT

Section 47.1 **Injury Leave** Full-time employees may be eligible to supplement the workers' compensation benefits they receive with accumulated unused sick leave. Employees who apply for and receive workers' compensation may apply to have sick leave paid to make up the difference between the amount received from Ohio Industrial Commission (OIC) worker's compensation and their normal salary. Sick leave used to supplement worker's compensation shall be calculated to the nearest one-half hour and processed through normal payroll up to one (1) year. Employees may elect to buy back sick and other paid leaves used while waiting approval of a workers' compensation claim. Such buy back will be based on the value of

compensation received by the employee and remitted to the employer rounded to the nearest full hour of leave.

This leave shall be used to recover from a medically verified disabling condition sustained in the direct line of duty which prevents employees from performing the material and substantial duties of their normally assigned duties. An "injury" includes one or more physical impairments resulting from the same accident or occurrence which render the employee unable to perform the material and substantial duties of his position.

Section 47.2 **Procedure** The following procedures must be followed to receive injury leave:

1. If the Sheriff disputes the injury leave request or the job-related nature of the injury the employee may be required by the Sheriff to submit to an examination conducted by a licensed Ohio physician selected from a list of five (5) provided and paid for by the Employer. The physician must certify whether or not the employee is able to perform the material and substantial duties of his position, which certification is a condition to receive injury leave benefits pursuant to this Article.
2. The employee must apply for an exhaust all reasonable efforts to receive workers' compensation.
3. Injury leave only applies to personal injury of an employee occurring in the line of his duty. The employee shall complete an accident/injury investigation form and in conjunction with the Sheriff (or his designee) shall report such injury to the Sheriff immediately and insure that a claim is filed with the OIC.

Documentation will include, but not be limited to, a statement from the employee's physician, an agreement covering compensation reimbursement, and any necessary OIC forms or other documents as may be required by the Sheriff. In the event that it is determined that the injury is not employment related, any time the employee is, or has been, absent from shall be deducted from accrued sick leave.

Section 47.3 **Medical Insurance** Employees shall be eligible to participate in the medical insurance benefits in the same manner as provided in this Agreement for the first year after the injury. Employees on extended disability, beyond one year, will be eligible to convert their health insurance according to the provisions of the health insurance plan.

Section 47.4 **Seniority** Employees will continue to accrue seniority during the period an employee is receiving the sick leave supplement to the workers' compensation benefits. Employees on disability supplement shall not accrue additional sick leave, personal days or vacation.

ARTICLE 48 NEGOTIATION LEAVE

Section 48.1 If negotiations are scheduled for normal work hours of a negotiations committee member, the Employer agrees to release from duty, without loss of pay, those employees so long as the release does not disrupt manning requirements or create overtime. One (1) employee from

the bargaining unit may be subject to release for negotiations. It is understood by all parties that the operations of the Sheriff's Office take priority over negotiations.

ARTICLE 49 DURATION OF AGREEMENT AND EXECUTION

Section 49.1 Duration This Agreement shall be effective October 1, 2011 unless otherwise specifically provided in this Agreement, and shall remain in full force and effect until midnight, September 30, 2014.

Section 49.2 Notice to Negotiate If either party desires to modify, or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the termination date, nor later than ninety (90) calendar days prior to the termination date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

The parties agree that upon the written request of either party, the terms of Article 21, Wages, shall be re-opened for bargaining on or before December 31, 2012 and December 31, 2013, unless otherwise agreed.

FOR THE LICKING COUNTY SHERIFF'S OFFICE:

Randy Pherp, Sheriff
Licking County Sheriff's Office

FOR LICKING COUNTY:

Timothy Bubb, Commissioner

Doug Smith, Commissioner

Brad Feightner, Commissioner

APPROVED AS TO FORM:

Kenneth Oswalt, Prosecuting Attorney

APPROVED AS TO CONTENT:

Benjamin S. Albrecht
Labor Counsel to Licking County Sheriff Office

FOR THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.:

Mark Drum
Staff Representative

Bargaining Team Reps:

Licking County Health Plan
Standard Plan
2012 Summary of Benefits
Effective 1/1/12
Medical Mutual of Ohio w/ SuperMed Plus Network

Rev: 9/30/11

SERVICE	In Network	Out of Network
Participating Physicians Only?	Yes	No
Primary Care Physician Required?	No	No
Need referral for specialist care?	No	No
Annual Deductible	$750 Individual/$1,500 Family	$1,500 Individual/$3,000 Family
Annual Out of Pocket Maximum	$4,000 Individual/$8,000 Family	$8,000 Individual/$16,000 Family
Physician Services		
Office Visits	$10 co-pay/visit	40% Co-insurance after deductible
Routine Wellness Physicals (work, school, sports are not covered under health plan)	$0 co-pay/100% wellness benefit	40% Co-insurance after deductible
Well Baby/Well child Care (including immunizations)	$0 co-pay/100% wellness benefit	40% Co-insurance after deductible
Inpatient Hospital Services		
Room & Board (semi-private, hospital services and supplies, physician services, anesthesia, etc.	20% Co-insurance after deductible*	40% Co-insurance after deductible*
Maternity Care		
Obstetrical office visits, pre and post natal care	$10 co-pay/Initial visit only	40% Co-insurance after deductible
Inpatient Care (facility charges) – Delivery	20% Co-insurance after deductible*	40% Co-insurance after deductible*
Outpatient Services		
Outpatient hospital or alternative facility services and supplies.	20% Co-insurance after deductible*	40% Co-insurance after deductible*
All diagnostic and testing services	20% co-insurance after deductible	40% Co-insurance after deductible
Wellness diagnostic and testing services	covered at 100%	40% Co-insurance after deductible
Mental Health (outpatient)	$10 co-pay (indiv)/$10 co-pay (group)	40% Co-insurance after deductible
Mental Health (inpatient)	20% Co-insurance after deductible	40% Co-insurance after deductible
Substance Abuse (outpatient)	$10 co-pay (indiv)/$10 co-pay (group)	40% Co-insurance after deductible
Substance Abuse (inpatient)	20% Co-insurance after deductible	40% Co-insurance after deductible
Therapy (Speech, Physical, and Occupational)		
In-Physician's Office/ Outpatient Facility	$10 co-pay/limit 20 visits each type per calendar year.	40% after deductible/limit 20 visits per calendar year
Mental Health, Alcohol or Substance Abuse Occupational Therapy only	20% Co-insurance after deductible	40% Co-insurance after deductible
Miscellaneous		
Hospice	0% Co-insurance	Not Covered
Nutritional/Diabetic Counseling	0% Co-insurance, 5 visits per calendar year*	40% Co-insurance after deductible*
Durable Medical Equipment	20% Co-insurance *	20% Co-insurance after deductible*

Service	In Network	Out of Network
Allergy Testing & Treatments	20% Co-insurance	40% Co-insurance after deductible
Emergency Room Services (non-emergency)	$300 deductible, 50% Co-insurance per incident	$300 deductible, 50% Co-insurance per incident
Emergency Room Services (emergency)	$75 co-pay per incident	$75 co-pay per incident
Emergency Room Services for Mental Health, Alcohol and/or Substance Abuse only **Non-emergency** **True Emergency**	20% Co-insurance after deductible $75 co-pay per incident	20% Co-insurance after deductible $75 co-pay per incident
Urgent Care Services	$25 co-pay per visit	20% Co-insurance after deductible except when an in network Urgent Care Facility is not available within a 50 mile radius, then participants will incur a $25.00 co pay for the out of network Urgent Care Facility
Pain Management related services	20% co-insurance after deductible, limit 4 injections per calendar year	40% co-insurance after deductible, limit 4 injections per calendar year
Orthotics	20% Co-insurance	20% Co-insurance after deductible
Hearing Aids	50% Co-insurance, limit 1 (one) hearing aid for each ear every 5 years	50% Co-insurance after deductible, limit 1 (one) hearing aid for each ear every 5 years
Foot Orthotics	20% Co-insurance, limit 1 (one) per foot every 2 years	20% Co-insurance after deductible, limit 1(one) per foot every 2 years.
Wigs (loss of hair due to a medical condition or treatment)	0% Co-insurance, limit 1 (one) per lifetime per condition	0% Co-insurance, limit 1 (one) per lifetime per condition
Ambulance Services (including air ambulance)	20% Co-insurance	20% Co-insurance
Skilled Nursing Facility Services/Home Health Care	0% Co-insurance/limit 180 days per calendar year.	40% Co-insurance after deductible/limit 60 days per calendar year
Spinal Manipulation (a.k.a. Chiropractic Care)	$10 co-pay/limit 12 visits per calendar year	40% Co-insurance after deductible/limit 12 visits per calendar year
Prescription Drugs		
Over The Counter (OTC) With Prescription	$0 co-pay	NA
Retail- Tier 1 (Generic)	$0 co-pay	NA
Retail – Tier 2 (Preferred Brand)	$25 co-pay	NA
Retail – Tier 3 (Non-Preferred Brand)	$50 co-pay	NA
Mail Order – Tier 1 (Generic)	$0 co-pay	NA
Mail Order – Tier 2 (Preferred Brand)	$50 co-pay	NA
Mail Order – Tier 3 (Non-Preferred Brand)	$100 co-pay	NA
Diabetic Supplies	Covered at 100%	NA

COB (Coordination of Benefits) for Medical, RX, Vision and Dental Coverage: Employees will indicate on the Medical Benefits enrollment or change application if a dependent has primary coverage under another health plan. If so, the dependent must present their primary insurance card to the provider and the claim must be filed with their primary insurance company first. The claim can then be processed as secondary through the Licking County Health Plan. You may request your provider to file the secondary claim by providing them your insurance information, however, if the provider does not offer secondary billing, the employee can file the claim by asking the provider for a printout of the claim form necessary to file a secondary claim and attach the EOB (Explanation of Benefits) from the primary insurance and mail to the claim address on the back of your Med Ben ID card.

Plan maximums and limitations – refer to the Summary Plan Description for details.

***Prior authorization/Pre-certification is required**

This Summary of Benefits is for reference only. The Summary Plan Description (SPD) and/or the Plan Document ("Plan") will prevail if there are any discrepancies between this Summary of Benefits and the SPD and/or Plan. These documents may be amended by the Plan Administrator at any time, and such amendments will prevail over this summary.

FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.
222 EAST TOWN STREET
COLUMBUS, OHIO 43215-4611
1 (614) 224-5700
FAX 1 (614) 224-5775
1-800-FOP-OLCI

FILLING OUT THIS FORM DOES NOT CONSTITUTE FILING OF THE GRIEVANCE. YOU MUST STILL FOLLOW YOUR GRIEVANCE

O.L.C. Unit:_____ Employer:_____
O.L.C. Grievance No.:_____ Address:_____
Phone No.:_____

GRIEVANCE REPORT FORM

PLEASE PRINT OR TYPE

A copy of this form must be sent to the O.L.C. Office - IMMEDIATELY

Please have your Associate call your Staff Representative when filing a grievance

Name of Grievant:_____ Badge No:_____
Grievant address_____ Phone No:_____
Classification:_____ Assignment:_____
Shift:_____ Date of appointment:_____
Immediate Supervisor at time of incident:_____
O.L.C. Representative:_____ Date and time:_____
Grievance first discussed with:_____ Date and time:_____
Article and section number of contract violation:_____
Statement of grievance (Give times, dates, who, what, when, where, why, and how):

_____
_____
_____
_____
_____

Remedy requested:

_____
_____
_____

Grievant's signature:_____ Date and time:_____

STEP ONE

Received by:_____ Date and time:_____
Respondent's Name and Title

Date of meeting:_____ Time:_____ Place:_____
Step one response:_____
_____
_____
_____ _____
Respondent's Signature and Title Date and Time

Received by:_____ _____
Grievant's Signature Date and Time

ANSWER IS: Accepted:_____ Rejected:_____

STEP TWO (if applicable)

Received by:_____ Date and time:_____
Respondent's Name and Title

Date of meeting:_____ Time:_____ Place:_____

Step two response:_____

_____

_____

_____

_____

_____ _____
Respondent's Signature and Title Date and Time

Received by:_____ _____
Grievant's Signature Date and Time

ANSWER IS: Accepted:_____ Rejected:_____

STEP THREE (if applicable)

Received by:_____ Date and time:_____
Respondent's Name and Title

Date of meeting:_____ Time:_____ Place:_____

Step three response:_____

_____

_____

_____

_____

_____ _____
Respondent's Signature and Title Date and Time

Received by:_____ _____
Grievant's Signature Date and Time

ANSWER IS: Accepted:_____ Rejected:_____

STEP FOUR (if applicable)

Received by:_____ Date and time:_____
Respondent's Name and Title

Date of meeting:_____ Time:_____ Place:_____

Step four response:_____

_____

_____

_____

_____ _____
Respondent's Signature and Title Date and Time

Received by:_____ _____
Grievant's Signature Date and Time

ANSWER IS: Accepted:_____ Rejected:_____

F.O.P./O.L.C. intention to arbitrate (Yes) _____ (No) _____ _____
Signature

MEMORANDUM OF UNDERSTANDING

BETWEEN

LICKING COUNTY SHERIFF'S OFFICE, EMPLOYER

AND

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

This Memorandum of Understanding ("MOU") effective as set forth below, is made and entered into by and between the Fraternal Order of Police, Ohio Labor Council, Inc. ("Union" or "FOP") and the Licking County Sheriff's Office ("Employer" or "LCSO"). The purpose of this MOU is to continue certain terms of a Settlement Agreement previously entered into between the Employer and the Teamsters Local Union No. 637 regarding the transition of Intake Jail Clerks to the Corrections Officer classification effective July 1, 2009. Unless specifically specified in the MOU below, or in the parties' collective bargaining agreement, all terms of the prior Settlement Agreement shall have no force and effect.

NOW, THEREFORE, in exchange for and in consideration of the mutual promises and obligations discussed during negotiations, the undersigned parties, hereby agree to be bound by all the terms and conditions as follows:

1. That, all employees filling the Corrections Officer classification will be expected to be able to perform all job duties required of a Corrections Officer, including obtaining all necessary state requirements/certifications;

2. That, Intake Clerks who transitioned to the Corrections Office classification shall be permitted to maintain their prior seniority accrued with the Employer (including total seniority and classification seniority as specified in the parties' collective bargaining agreement). Simply stated, Corrections Officers shall continue to retain the same seniority as they did when they were Intake Clerks. Seniority shall be used for purposes as set forth in the parties' collective bargaining agreement;

3. That, before a Corrections Officer previously employed as an Intake Clerk is required to work a module, the Corrections Officer's supervisor shall first request volunteers from the affected shift. If no Correction Officer(s) volunteers, the least senior employee on the affected shift shall be assigned by the Supervisor to work the module. The least senior employee to work a module shall be selected on a rotating basis;

4. That, Corrections Officers who transitioned from the Intake Clerk classification shall not be subject to an "order-over" outside the intake duties/position (employees previously employed as Intake Clerks will not be ordered-over to work in a module);

5. That, individuals employed as Corrections Officers shall have the first opportunity to perform intake duties;

6. That, the terms of this Agreement shall apply only to Intake Clerks transitioned to the Corrections Officer classification and employed by the Employer on or before August 27, 2009; and

7. That, the parties agree and acknowledge that this Agreement contains and comprises the entire agreement and understanding between the parties, that no other representation, promise, covenant or agreement of any kind whatsoever has been made to cause any party to execute this Agreement, and that all agreements and understandings between the parties are embodied and expressed herein. The parties agree and acknowledge that they have been given a reasonable period of time within which to consider this Agreement and have fully reviewed and discussed the terms of this Agreement with their respective attorneys. The parties acknowledge that they understand and accept the terms of this Agreement and enter into it voluntarily; the parties also agree that the terms of this Agreement shall not be amended or changed except in writing and signed by the parties or a duly authorized agent.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the last date set forth below.

FOR THE EMPLOYER:

2-1-2012
Date

Witness Date

FOR THE UNION:

2-1-12
Date

Witness Date

Licking/Sheriff/2011Negotiations/CivilianCOs/9-11COMOU

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC., EMPLOYEE ORGANIZATION,	} Case No(s):	11-MED-03-0486 (Corrections Officers)
and,		
LICKING COUNTY SHERIFF, EMPLOYER.		

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files a copy of the Collective Bargaining Agreement executed between the parties in the above captioned case(s).

Respectfully Submitted,

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

cc: Mr. Benjamin S. Albrecht
balbrecht@downesfishel.com