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# AGREEMENT

BY AND BETWEEN

## FAIRFIELD COUNTY SHERIFF'S OFFICE



FRATERNAL ORDER OF POLICE  
THE OHIO LABOR COUNCIL, INC.

**SERGEANTS & LIEUTENANTS**

Effective December 16, 2011 through December 15, 2014

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**ARTICLE 1**  
**AGREEMENT**

**Section 1.1. Agreement** This Agreement is made and entered into by the Fairfield County Sheriff, hereinafter referred to as the Employer, and the Fraternal Order of Police, Ohio Labor Council, hereinafter referred to as the O.L.C or Labor Council.

**Section 1.2. Purposes** The purposes of this agreement are:

- A. To comply with the requirements of Chapter 4117 of the Ohio Revised Code and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein.
- B. To achieve and maintain a satisfactory and stabilized employer/employee relationship, to promote an opportunity for employees to meet with the Employer through their representatives to exchange views and opinions on policies and procedures as provided for in this Agreement;
- C. To attract and retain qualified employees by providing those benefits compatible with the financial resources of the County and the Employer;
- D. To provide for the peaceful and equitable adjustment of differences which may arise;
- E. To ensure the right of every employee to fair and impartial treatment.

**Section 1.3. Legal References** Unless otherwise indicated, the terms used in this Agreement shall be interpreted in accordance with the provisions of Chapter 4117 of the Ohio Revised Code. Where this agreement makes no specifications about a matter, the Employer, employees and the Labor Council are subject to all applicable federal and state laws pertaining to the wages, hours, terms, and conditions of employment for public employees. However, said laws are not incorporated into this Agreement.

Should any part of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of this Agreement be restrained by any such tribunal pending a final determination as to its validity or affect, the remaining portions thereof or the application of such portions to persons or circumstances other than those to whom or to which it has been held invalid or has been restrained shall remain in force. In the event of invalidation of any portion of this Agreement and upon written request by either party, the parties to this Agreement shall meet within a reasonable time (not to exceed thirty [30] days) in an attempt to modify the invalidated provisions through negotiations.

**Section 1.4. Sanctity Of Agreement** Unless otherwise specifically provided for in this Agreement, no changes in this Agreement shall be made unless there is written accord by and between the parties hereto to do so. Any negotiated changes, to be effective and incorporated in this Agreement, must be in writing and signed by the parties.

**Section 1.5. Emergency Waiver** In cases of an Emergency declared by the President of the United States, the Governor of the State of Ohio, the Fairfield County Sheriff, the Federal or State legislature, where, such as acts of God affect the safety and health of the citizens of Fairfield County, the following conditions of this Agreement shall automatically be suspended:

- A. Time limits for Management's or the Labor Council's replies on grievances;
- B. All work rules and/or agreements and practices relating to the assignment of all employees.

Upon the termination of the emergency, should valid grievances exist, they shall be processed, and shall proceed from the point in the grievance procedure to which they (the grievances(s)) had properly progressed. Any employees reassigned for the emergency shall be returned to their regular assignment.

**Section 1.6. Entire Agreement** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Labor Council for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject referred to, or covered in this Agreement. With respect to any subject matter not referred to or covered by this Agreement, the provisions of applicable law shall prevail.

**Section 1.7. Civil Service Exclusion** 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, civil service laws contained in Revised Code Chapter 124 Sections 124.01 through 124.56 shall not apply to employees in the bargaining unit on any subject listed in the table of contents and/or addressed in this agreement. 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 unit.

## **ARTICLE 2** **LABOR COUNCIL RECOGNITION**

**Section 2.1. Recognition** The Employer recognizes the Labor Council as sole and exclusive representative for the purpose of negotiating wages, hours, terms and conditions of employment for those employees of the Employer in the bargaining unit as certified by the State Employment Relations Board in case # 00-REP-03-0046 on August 4, 2000 as follows:

Included: All full-time Sergeants and Lieutenants.

Excluded: All other employees including, but not limited to, management employees, confidential employees, fiduciary employees and all other employees excluded by Chapter 4117 of the Ohio Revised Code.

**Section 2.2. Exclusions** All positions and classifications not specifically established as being included in the bargaining unit shall be excluded from the bargaining unit.

**Section 2.3. New Positions** In the event of a change of duties of a position within the bargaining unit, or in the event that a new position is created within the Office, the Employer shall determine whether the new or changed position will be included in or excluded from the bargaining unit and shall so advise the Labor Council in writing within five (5) calendar days. If the Labor Council disputes the Employer's determination of bargaining unit status, the parties will meet to attempt to resolve their disagreement within seven (7) calendar days from the Labor Council's notification to the Employer. If the parties agree on the determination, it shall be implemented as agreed by the Employer and the Labor Council. If the parties do not agree, the position(s) shall be subject to challenge by the Labor Council to the State Employment Relations Board, pursuant to Chapter 4117 of the Ohio Revised Code and the SERB Rules and Regulations.

**Section 2.4. Representation** The Labor Council recognizes that an inherent responsibility exists as sole and exclusive agent to represent all bargaining unit personnel, regardless of an employees' status as a member or non-member of the Labor Council.

### **ARTICLE 3** **LABOR COUNCIL SECURITY**

**Section 3.1. Deduction of Dues** The Employer agrees to deduct regular Labor Council dues and fees at such intervals as the Labor Council notifies the Employer as proper, but no more often than once each month, for any bargaining unit member voluntarily signing a written authorization for dues deduction. The Bargaining Unit Member or Labor Council representatives shall submit the authorization to the Employer's designated payroll officer.

**Section 3.2. Correction of Deduction** Deductions provided for in this Article shall be made during one (1) pay period each month. In the event a deduction is not made for any member during any particular month, the Employer upon written notification from the Labor Council, will make the appropriate deduction from the following pay period in which dues are regularly deducted, if the total deduction does not exceed the total of two (2) months regular dues. The Employer will not deduct more than two (2) months' regular dues from any single pay or any member.

**Section 3.3. Termination of Deductions** The Employer shall be relieved from making payroll deductions upon an employee's (1) termination of employment; (2) transfer to a non-bargaining unit job; (3) layoff from work; (4) unpaid leave of absence.

**Section 3.4. Limitation of Deductions** The Employer shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deduction.

**Section 3.5. Error in Deduction** It is agreed that neither the employees nor the Labor Council shall have a claim against the Employer for errors in the processing of deductions, unless a claim is made to the Employer within sixty (60) days after the date such an 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 dues will normally be deducted. Payroll collection of dues shall be authorized for the exclusive bargaining agent only.

**Section 3.6. Certification by the Labor Council** The rate at which dues are to be deducted shall be certified to the payroll clerk by an official of the Labor Council at such times during the life of this agreement as is necessary to be accurate. A one (1) month advance notice must be given the payroll clerk prior to any changes in an individual's dues deduction.

**Section 3.7. Fair Share Fee** As a condition of employment, sixty (60) days following the beginning of employment, or upon the effective date of this Agreement, whichever is later, employees in the bargaining unit who are not members of the Labor Council, including employees who resign from membership in the Labor Council after the effective date of this Labor Agreement, shall pay the Labor Council, through payroll deduction, a fair share fee. The fair share fee is automatic and does not require the written authorization of the employee. This provision shall not require any employee to become or remain a member of the Labor Council, nor shall the fair share fee exceed the dues paid by the members of the Labor Council in the same bargaining unit. The Labor Council is responsible for certifying to the Employer the amount of the fair share fee. The fair share fee shall not be used to finance political and/or ideological activity. The fair share fee is strictly to finance the proportionate share of the cost of collective bargaining, contract administration, and pursuing matters directly affecting wages, hours, and other terms and conditions of employment of bargaining unit members. The Labor Council shall prescribe a rebate and challenge procedure, which complies with O.R.C. Section 4117.09(c), federal law, and any judicial decisions interpreting such laws.

**Section 3.8. Indemnification** It is agreed that the Labor Council shall save the Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of or be by reason of action taken or not taken by the Employer in fulfilling the obligations imposed on the Employer under this section, except for failure to forward deducted fees.

**Section 3.9. Remitting Deductions** The Employer agrees to furnish the Labor Council once each calendar month, a warrant in the aggregate amount of the dues and fees deducted for that calendar month, together with a listing of the employees for whom said deductions are made. All Labor Council dues and fees collected under this Article shall be paid by the Employer within thirty (30) days to the Labor Council at 222 East Town Street, Columbus, Ohio, 43215-4611. Once the funds are remitted to the Labor Council, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Labor Council.

**ARTICLE 4**  
**LABOR COUNCIL REPRESENTATION**

**Section 4.1. Representatives** The Employer agrees to recognize three (3) employee representatives for the purpose of conducting Labor Council business as such business relates to this Agreement. The representatives shall be elected by the membership in an election to be held within ninety (90) days after the signing of this Agreement.

The Chairperson of the representatives shall be selected from the above-described representatives, by the representatives themselves. The Chairperson of the representatives is the highest-ranking official in the bargaining unit. The Chairperson may be permitted time off during the workweek without loss of pay or benefits to attend to Labor Council and Agreement matters within the Chairperson's capacity subject to the Employer's operational needs with prior approval of the Employer. During such service in this post, seniority accrual and all other benefits allowed a bargaining unit member shall continue as though the Chairperson were at all times performing job-related duties.

**Section 4.2. Other Labor Council Time** The Labor Council representative and/or designee(s) shall be granted time off to attend the annual state convention/seminars and union sponsored training. Such paid release time shall be limited to twenty-four (24) hours per calendar year. Such release time shall be requested in writing at least fourteen (14) days in advance. The Employer shall not withhold permission for the utilization of release time hereunder except for operational needs of the Employer. Unused release time may not be carried over to subsequent calendar years.

Employees bargaining during their regular scheduled working hours shall suffer no loss in pay, and employees bargaining during hours they are not regularly scheduled to work will not receive pay.

**Section 4.3. Union Roster** The Labor Council shall provide the Employer an official roster of its officers and representatives which is to be kept current at all times and shall include the following:

- A. Name
- B. Address
- C. Union office held

**Section 4.4. Bulletin Boards** The Employer shall provide bulletin board space for the use of the Labor Council. Labor Council officials shall be responsible for posting and/or approving the posting of notices thereon which employees may read when reporting to or leaving their workstations, or during their free time.

The Labor Council agrees that notices shall be Labor Council related and no notices will be placed on the bulletin board, which contain:

- A. Personal attacks upon any County employee;

- B. Scandalous, scurrilous, or derogatory attacks upon the Administration;
- C. Attacks on any other employee organizations;
- D. Any obscene material;
- E. Political material.

**Section 4.5. Ballot Box** The Labor Council shall be permitted, upon prior written notification to the Sheriff, to place a ballot box at employee work buildings for the purpose of collecting members' ballots on all Labor Council issues subject to ballot. Such boxes shall be the property of the Labor Council, the ballot boxes and the ballots shall not be subject to the Employer's review.

**Section 4.6. Use Of Internal Mail System** The Labor Council representatives shall be permitted to use the internal mail system (i.e., the system used for distribution of memo's, etc.). The internal mail system may be used for providing other Labor Council members with information. The use shall be reasonable and limited to necessary Labor Council business. Mail placed into the internal mail system by the Labor Council Representatives shall not be subject to the Employer's review but email will continue to be monitored in accordance with the sheriff's current policy.

## **ARTICLE 5**

### **PLEDGE AGAINST DISCRIMINATION AND COERCION**

**Section 5.1. Employee Pledge** The Employer agrees not to interfere with the rights of employees to become members of the Labor Council, and there shall be no disparate treatment, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Labor Council membership or because of any legal activity by an employee in an official capacity on behalf of the Labor Council.

**Section 5.2. Labor Council Pledge** The Labor Council agrees not to interfere with the rights of employees to not become members of the Labor Council, and there shall be no disparate treatment, restraint, or coercion by the Labor Council or its representatives against any employee exercising the right to abstain from membership in the Labor Council or involvement in Labor Council activities.

**Section 5.3. Gender** All references to employees in this Agreement designate both sexes, and whenever either gender is used it shall be constructed to include male and female employees.

**Section 5.4. Plurals** Whenever the context so requires, the use of words in the singular shall be construed to include the plural, and words in the plural, the singular.

**Section 5.5. Discrimination:** Neither party will discriminate for or against any bargaining unit employee on the basis of age, sex, race, color, ancestry, religion, marital status, national origin,

disability, political affiliation, affiliation with or non-affiliation with the Labor Council. Any grievance concerning this section may only be pursued to Step 3 of the grievance procedure.

## **ARTICLE 6** **MANAGEMENT RIGHTS**

**Section 6.1 Management Rights** Nothing in this Agreement shall be construed as delegating to others the authority conferred by law upon the Employer. Except as specifically modified in this Agreement, the Employer's authority and responsibility includes, but is not limited to the following:

- A. Manage and direct its employees, including the right to select, hire, promote, retain, transfer, assign, schedule, evaluate, lay off and recall or to counsel, reprimand, suspend, demote, discharge, or otherwise discipline for just cause;
- B. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of service, its overall budget, utilization of technology, and organizational structure;
- C. Develop all rules, directives, and regulations and otherwise exercise the prerogatives of management;
- D. Maintain and improve the efficiency and effectiveness of governmental operations;
- E. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- F. Determine work standards and the quality and quantity of work to be produced;
- G. Select and locate buildings and other facilities;
- H. Determine the necessity to schedule overtime and the amount of overtime required;
- I. Determine the adequacy of the work force;
- J. Determine the overall mission of the employer as a unit of government and to take action to carry out the mission of the public employer as a governmental unit;
- K. Determine the starting time, quitting time, shift assignment, and number of hours to be worked by its employees.

The Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of this collective bargaining agreement.

**Section 6.2. Residual** The Labor Council agrees that all of the functions, rights, powers, responsibilities, and authority of the Employer in regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of this Agreement are and shall remain, exclusively those of the Employer and shall not be subject to the grievance procedure.

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

**Section 7.1. No Strike** The Employer and the Labor Council recognize their mutual responsibility to provide for the uninterrupted services to the citizens of Fairfield County. Therefore, the Labor Council agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, work slowdown, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment by its members or other employees of the Employer. When the Employer notifies the Labor Council that any of its members are engaged in any such strike activity, as outlined above, the Labor Council shall immediately, conspicuously post notice over the signature of an authorized representative of the Labor council to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work. The Labor Council recognizes that employees who violate this section may be subject to disciplinary action.

**Section 7.2. No Lockout** The Employer may not, during the life of this Agreement lockout any department personnel, or, for the purposes of influencing negotiations, in any other regard prevent said Sheriff's personnel from carrying out their scheduled and assigned tasks.

## **ARTICLE 8** **GRIEVANCE PROCEDURE**

**Section 8.1. Grievance Defined, Jurisdiction** The term “grievance” shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to affect changes in the Articles of this Agreement or those matters which are controlled by the provisions of applicable laws.

A grievance may be brought by the Labor Council or any employee covered by this Agreement. Where a group of employees desire to file a grievance involving an incident affecting several employees in the same or similar manner, the Labor Council or one employee selected by the group may process the grievance. Such a grievance shall be designated as a group grievance. The names of each employee, on behalf of which the grievance is filed, shall be provided no later than Step 2 of this procedure.

Grievances involving lost pay discipline (reduction, suspension without pay, or discharge) shall be initiated at Step 2 of the grievance procedure. Grievances involving discipline that does not involve loss of pay (reprimands, etc.) may be appealed to Step 2 but shall not be subject to arbitration.

**Section 8.2. Withdrawal Of Grievances, Extensions** All grievances must be presented at the proper step and time in progression, in order to be considered at the next step. The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Employer's representatives within the stipulated time limits may be advanced by the employee or Labor Council to the next step in the grievance procedure. Time limits set forth herein may only be extended by mutual written agreement.

**Section 8.3. Written Procedure** All grievances must contain the following information to be considered:

- A. Aggrieved employee's name and signature;
- B. Date grievance was first discussed;
- C. Name of supervisor with whom grievance was discussed;
- D. Date grievance was filed in writing;
- E. Date and time grievance occurred;
- F. Description of incident giving rise to the grievance;
- G. Articles and Sections of the Agreement violated; and
- H. Desired remedy to resolve grievance.

**Section 8.4. Grievance Steps, Time Limits** A grievance must be submitted to the grievance procedure within ten (10) calendar days after an employee knows or should have known the facts giving rise to the grievance, otherwise it will be considered not to have existed.

The Following are the implementation steps and procedures for handling grievances:

**Step 1 Oral Grievance** Within the time limits set forth above, an employee who has a grievance shall present it orally to the employee's supervisor. The grievance should not be reduced to writing at this step. The supervisor and the employee shall discuss the grievance and shall make an effort to settle the grievance at this step.

**Step 2. Division Commander** If the grievance is not settled at Step 1, then the employee shall reduce the grievance to writing and present it to the employee's immediate supervisor within seven (7) days of the time that it was discussed with the supervisor at Step 1. It shall be the responsibility of the supervisor to investigate the matter and to provide a written response to the employee within seven (7) calendar days following the day on which the grievance was submitted to the supervisor.

**Step 3. Sheriff** If the grievance is not resolved at Step 2, the employee shall submit the grievance to the Sheriff or the Sheriff's designee within five (5) calendar days of receipt of the Step 1 response. The Sheriff or the Sheriff's designee shall meet with the employee, and a designated representative of the Labor Council if the employee desires, within fourteen (14) calendar days of submission of the grievance at Step 2 to discuss the grievance. The Sheriff or the Sheriff's designee shall provide a written answer to the employee within seven (7) calendar days of the meeting.

**Step 4. Arbitration** A grievance unresolved at Step 3 may be submitted to arbitration upon notification by the Labor Council in accordance with this Article.

**Section 8.5. Procedures In Arbitration** The Labor Council, based upon the facts presented, has the right to decide whether to arbitrate a grievance within twenty-one (21) calendar days from the date of the final answer at Step 3. The Labor Council may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due to the arbitrator shall be paid by the party (or parties) canceling the arbitration. Any grievance not submitted within the twenty-one (21) calendar day period described above shall be deemed settled on the basis of the last answer given by the Employer's representative(s). The parties may mutually agree to utilize the mediation process to settle a grievance while waiting for an arbitration date.

- A. The Federal Mediation and Conciliation Service shall be jointly requested to submit a panel list of seven (7) arbitrators from the FMCS. The parties shall alternately strike the names of the arbitrators until only one name remains. Either party may once reject the list and request from FMCS another list of seven (7) arbitrators until a mutually agreeable arbitrator is selected. Each party may reject the entire list one time during the process. The parties may at any time mutually agree to an alternate arbitration service or method of selection of an arbitrator. The arbitrator's decisions shall strictly be limited to the interpretation, application, or enforcement of specific articles in this Agreement. The Arbitrator may not modify, add to, subtract from, alter, or amend the terms of this Agreement. The Arbitrator shall be expressly confined to the issues submitted for arbitration and shall have no authority to determine any other issues not submitted.
- B. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.
- C. Arbitration proceedings shall be conducted under the voluntary labor arbitration rules of the Federal Mediation and Conciliation Service, except as modified by the provisions of this Agreement. The Arbitrator shall conduct a fair and impartial hearing concerning the grievance, hearing and recording testimony from both parties. The Arbitrator shall hear only one grievance at a time unless both parties agree to consolidate two (2) or more grievances. After a dispute on which the Arbitrator is empowered to rule hereunder has been referred to the Arbitrator, such dispute may be withdrawn by either party.

- D. The decision of the Arbitrator in all matters shall be final and binding. The Arbitrator shall be requested to issue the Arbitrator's decision within thirty (30) days after the conclusion of testimony and argument.
- E. The costs of the services of the Arbitrator, the costs of any proofs produced at the direction of the Arbitrator, and the hearing room, if any, shall be borne equally by the Employer and the Labor Council. The expenses of any non-employee witness shall be borne, by the party calling them. 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 reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

**Section 8.6. Self Representation** When an employee covered by this Agreement chooses to forego Labor Council representation in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate Labor Council Representative will be notified of the Labor Council Representative's right to be present at the adjustment.

**Section 8.7. Time For Grievance Representation** A grievant and the grievant's grievance representative shall be allowed time off from regular duties for attendance at meetings scheduled during their work hours under the grievance procedure, with prior approval of the respective supervisor. Employees attending meetings in accordance with this section shall not lose pay or benefits.

**Section 8.8. Representatives in Meetings** In the interest of resolving grievances at the earliest possible step of the grievance procedure, it may be beneficial that other representatives not specifically designated be in attendance. Therefore, it is intended that either party may bring in additional representatives to any meeting in the grievance procedure providing said person(s) have input that may be beneficial in attempting to bring resolution to the grievance.

**Section 8.9. Access to Documents/Material** All documents and other materials on which the Employer relies as the basis for action taken that gave rise to the grievance shall, upon written request, be furnished to the Labor Council. The Labor Council will reciprocate in kind with any materials or documents upon which it relies as the basis for its position on the grievance.

**Section 8.10. Grievance Form** The Labor Council shall use a grievance form, which shall provide the information, outlined in Section 3 of this Article. The Labor Council shall have the responsibility for the duplication, distribution, and their own accounting of the grievance forms.

## **ARTICLE 9**

### **PERSONNEL FILES**

**Section 9.1. Inspection of Files/Copies** The Employer shall maintain a log-in/log-out sheet to establish a record of persons reviewing the personnel files. Each employee may inspect that

employee's own personnel file maintained by the Employer at any reasonable time, and shall, upon request, receive a copy of any documents contained therein. The Employer may levy a charge for such copying, which shall bear a reasonable relationship to the actual cost of copying. An employee shall be entitled to have a representative of the employee's choice accompany the employee during such review. The employee shall receive a copy of any document in its final form after the employee signs it.

If a member of the public makes a public records request for an employee's personnel file, the Employer shall notify the employee that such a request has been made and identify the requestor. The employee may request a meeting to review the personnel file prior to release to the member of the public. The employee may present reasons to the Employer, if applicable, concerning reasons why certain documents should not be released. The parties agree that, absent extenuating circumstances, the Employer shall not be obligated to delay its reply to the requesting party more than twenty-four (24) hours after it notifies the employee of the request. No information which is not required by law to be disclosed shall be disclosed in response to a public request.

**Section 9.2. Right To Respond** If an unfavorable statement or notation is in the file, the employee shall be given the right to place a statement of rebuttal or explanation in the employee's file. If the Sheriff concurs with the employee's contentions, the Sheriff shall place a correcting document in the file. If the Sheriff disagrees with the employee's contention, the Sheriff shall attach the employee's memorandum to the document in the file and note thereon that the Sheriff disagrees with the memorandum's contents. An employee's signature on a document shall mean the employee has seen the document and not that the employee agrees with its content unless it is so stated on the document. No anonymous material of any type shall be included in the employee's personnel file and no community feedback forms shall be maintained in an employee's file if the employee notifies the employer that they do not want them kept in the personnel file.

**Section 9.3. Duration of Discipline Records** Records pertaining to counseling shall not be placed in an employee's file. Records of oral reprimands shall cease to have force and effect twelve (12) months from the date of issuance, providing no intervening discipline has occurred. Written reprimands shall cease to have force and effect twenty-four (24) months from the date of issuance, provided no intervening discipline has occurred. Any record of discipline of any kind shall cease to have force and effect thirty-six (36) months from the date of issuance, and shall not be used in future discipline providing no intervening discipline has occurred. In any case in which a disciplinary action of record is rescinded, the employee's personnel file shall clearly reflect such action. Upon request of the member, outdated records shall be removed from the member's personnel file and stored in a separate area to await disposition by the proper method as provided for in the Ohio Revised Code.

**Section 9.4. Release of Personnel Records** Whenever a request for disclosure of a personnel record is made by a member of the public, notice of such request and the identity of the requestor, will be given to the affected employee(s). The employee may request a meeting with the keeper of the records to discuss any appropriate reason some records should not be released. In the event that the employee does not believe that some of the records should not be released, it shall be the responsibility of the employee to notify the Sheriff of the concern. No personal family information will be released to anyone except as may be required by a court or by law.

**ARTICLE 10**  
**WORK RULES – GENERAL ORDERS**

**Section 10.1. Uniformity** The Employer agrees that all work rules, directives, and general orders shall be applied uniformly within the group or groups of employees to whom such work rules, directives and general orders are directed.

**Section 10.2. Modification to Work Rules** The Employer will provide the supervisors with copies of any revised or new work rules and directives in advance or their intended effective dates. Any additions or amendments to work rules, directives, or general orders shall be reduced to writing, posted on the office bulletin board (including the Union bulletin board), and signed by all employees to acknowledge awareness of the addition or amendment within five (5) working days of the posting. An employee on leave of absence, sick leave, or vacation shall be required to sign the acknowledgement within three (3) working days upon return to work. This section does not limit the right of the Employer to implement a work rule prior to the conclusion of the acknowledgment period.

**Section 10.3. Health and Safety** The Employer agrees to avoid unsafe practices and to maintain in safe condition all facilities, vehicles, necessary tools and equipment furnished by the county to safely carry out the duties of each bargaining unit position, but reserves the right to determine what those facilities, vehicles, and equipment shall be. The employees agree to work cooperatively in maintaining safety in the Fairfield County Sheriff's Office. Employees are responsible for reporting any unsafe conditions or practices, for avoiding negligence, and for properly using and caring for facilities, vehicles, supplies, and equipment provided by the Employer. Any allegation of an unsafe practice may be appealed through the grievance procedure up to Step 3.

**ARTICLE 11**  
**INTERNAL REVIEW/DISCIPLINE**

**Section 11.1. Internal Review** When the Employer conducts an investigation concerning an employee and the Employer believes that disciplinary action of record (reprimand of record, suspension, reduction, or removal) will or may result, the employee will be notified that such result is possible. When a citizen desires to file a formal complaint, the employer will request that the complaint be put in writing or tape recorded. If the citizen declines, then the Employer will make a written record of the complaint.

- A. Before an employee may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, the employee shall be advised that such conduct, if continued, may be the basis for such a charge.
- B. If an employee desires, the employee shall be given a reasonable opportunity to consult with a labor council representative before being required to answer questions. During all questioning the employee may, upon request, be accompanied by a labor council representative.

- C. Before being required to answer questions or make written statements in an investigation, employees shall be advised of their legal rights.
- D. Prior to questioning, the Employer shall notify employees if they are being questioned as a witness or a subject of the investigation. If the employee is the focus of the investigation, the employee will be apprised of the nature of the allegations prior to questioning. This provision does not prohibit the Employer from amending or adding to the allegations during the investigation if the circumstances warrant. Generally, interviews will be limited to the allegations conveyed to the employee.
- E. If during the interview of the employee witness, the investigator has reason to believe the employee witness has become the focus of the investigation or another investigation, the investigator shall notify the employee witness of such belief. The investigator shall inform the employee of the employee's rights under this article.
- F. If, during the interview, the employee witness has reason to believe that the employee witness has become the focus of an investigation for which discipline or criminal charges may result, the employee witness may invoke the employee's rights under this Article.
- G. Any interrogation, questions, or interviewing of an employee will be conducted at hours reasonably related to the employee's shift, preferably during, or immediately prior to or after the employee's working hours, unless the situation dictates otherwise. Interrogation sessions shall be for reasonable periods of time, and employees shall be allowed time during such questioning for rest periods and attendance to other physical necessities.
- H. When an anonymous complaint is made against an employee, the Sheriff or designee may investigate, and if there is no corroborative evidence, the complaint shall be classified as unfounded and no action will be taken. If false complaints are alleged to have been made against a member of the bargaining unit, that member will be provided, upon request to the employer, all information the employer obtains regarding the complaint and the subsequent investigation. No unfounded complaints shall be placed in an employee's personnel file.
- I. An employee who had been under investigation shall be informed, in writing, of the outcome of the case at the conclusion of the investigation. All investigations shall be completed within a reasonable time after commencement of a formal investigation.
- J. The Employer shall attempt to complete investigations that do not involve the possibility of criminal charges within ninety (90) days of commencing in the investigation. If the investigation is not completed within ninety (90) days, the Employer shall notify the employee of the status of the investigation and the anticipated completion date. The Employer shall notify the employee of the outcome of the investigation upon its conclusion.

Any employee who has been under investigation and after being informed of the investigation may, not less than twenty-eight (28) days after notification, forward a written inquiry to the Chief Deputy as to the status of the investigation. In response to the member's inquiry, the

employee shall be advised of the status of the investigation and if known, the estimated time necessary to complete the investigation.

- K. The Employer may use a polygraph machine to investigate the truth of such statements made by members only if they are the primary focus of an investigation, a known witness to an incident under investigation, or at the employee's written request directly to the Sheriff. The member shall be entitled to an FOP representative at all stages of the polygraph interview and examination process. No disciplinary action shall be taken by the Employer based solely on the results of such tests.
- L. The Employer may use mechanical or electronic monitoring equipment, to improve safety and efficiency through training and counseling. The Employer may use such equipment as a method of initiating discipline for incidents of serious misconduct. Other discipline using this equipment may be issued if it is discovered after receiving a complaint.

**Section 11.2 . Discipline** The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. Disciplinary action may be taken in the following manner: verbal reprimand, written reprimand, loss of accrued time, suspension, termination, or other appropriate agreed to discipline. However, counseling by a supervisor for minor infractions shall not be considered discipline. Discipline will be applied in a progressive and uniformed manner. Progressive discipline shall take into account the nature of the violation, the employee's work record, prior discipline, and the employee's record of performance. Disciplinary penalties shall be commensurate with the severity of the offense.

Disciplinary action shall be taken in a private, business-like manner. The Sheriff agrees to refrain from initiating any contact with the media concerning a disciplinary matter until after the employee has been notified of the Sheriff's decision.

**Section 11.3. Pre-disciplinary Conference-Procedure** Whenever the Employer (or designee) determines that an employee may be disciplined for cause, including only loss of accrued time, suspension, or termination, the Employer (or designee) will notify the employee in writing, that the employee is entitled to a pre-disciplinary conference.

- A. The pre-disciplinary conference will be scheduled no earlier than twenty-four (24) hours after the time the employee is notified of the conference and of the charges against the employee. The employee may have one (1) local representative and/or one (1) Labor Council Employee present for the pre-disciplinary conference. The employee is responsible for notifying the representative(s). At least twenty-four (24) hours prior to the pre-disciplinary conference, the Employer shall provide to the employee a copy of the investigation, complaint and witness statements.
- B. At the pre-disciplinary conference the employee may elect to do any of the following:
  - 1. Appear at the conference and present an oral or written statement;

2. Appear at the conference and have a representative present an oral or written statement;
3. Have a representative appear at the conference and present an oral or written statement in place of an employee who is physically unable to appear at the conference; or
4. Elect to waive the opportunity to have a pre-disciplinary conference.

An employee who, without notice, fails to appear, or fails to cause a representative to appear, at a pre-disciplinary conference shall be considered to have waived the conference. The neutral supervisor shall prepare a written report on the conference, and the employee shall be given a copy of the report.

An employee who is charged with violating the rules of conduct shall be given access to the documents pertinent to the case.

- C. After the pre-disciplinary meeting, the employee shall be notified in writing of the disciplinary action and effective date of such disciplinary action. The employee may file a written appeal of discipline in accordance with the grievance and arbitration procedures set forth in Article 8 of this Agreement.
- D. When the Employer determines that the offense is of such a nature that immediate action is required, the Employer is not prohibited by the terms of this Article from placing an employee on administrative leave with pay pending investigation and/or pre-disciplinary conference.
- E. In lieu of a suspension without pay of ten (10) days or less, an employee may request to forfeit accrued leave (except sick leave) on an hour for hour basis. At the Sheriff's discretion the parties may agree to a forfeiture of such leave. However, the Employer shall not initiate discussions for such a forfeiture or use such an offer to induce the member to accept the Employer's proposed discipline. If the employee is represented by a Union associate, the Employer shall initiate any such discussions for such forfeiture through the Union associate. If the employee chose not to use a Union representative, the Employer will forward the final disposition of any such discipline to the Union representative. It shall constitute corrective action of record. Such forfeiture shall be noted in the employee's personnel file and shall constitute the final resolution of the Employer's charges.

## **ARTICLE 12** **SENIORITY**

**Section 12.1. Seniority** Seniority is the right of an employee to exercise options established by the terms and conditions of this Agreement that specifically reference seniority.

**Section 12.2. Computation Seniority** Bargaining unit seniority shall be un-interrupted length of full-time continuous service in the Bargaining Unit. However, employees may count one-half (1/2) of other continuous full time Sheriff's Office service not to exceed two (2) years. Department

seniority shall be computed on the basis of uninterrupted length of fulltime continuous service with the Employer. Employees with the same hire date shall use the last four (4) digits of their social security number as a tie breaker, the highest number being first, etc. Except for bargaining unit members that are laid off and recalled during the recall period set forth in Article 13, Any break in service of employment lasting more than thirty (30) days shall constitute a break in continuous service. However, employees must follow the proper procedure for any such leave and return to active service immediately following the expiration of the approved leave.

**Section 12.3. Posting** Seniority lists shall be posted in the Sheriff's Office with a copy provided to the Labor Council. The seniority lists shall be updated semi-annually (1<sup>ST</sup> week in May and the 1<sup>ST</sup> week in November) and posted accordingly.

**Section 12.4. List, Challenges** Seniority lists shall illustrate the name of the employee and the employee's last date of hire with the Fairfield County Sheriff's Office. Any employee shall have the right to challenge any information on the seniority list within ten (10) calendar days after the employee knows or should of known of an alleged error. Failure to challenge the information within ten (10) calendar days shall be deemed a waiver to challenge by the Employer and the Labor Council.

### **ARTICLE 13** **LAYOFF AND RECALL**

**Section 13.1. Reasons For Layoff** The Employer may lay off employees in the bargaining unit for reasons of lack of work, lack of funds, or job abolishment. The Employer shall have the burden of establishing the need for a layoff. It is understood and agreed that no provisions of Civil Service Law or Rules shall apply to layoffs.

**Section 13.2. Notification** The Employer shall notify and meet with the Labor Council no less than thirty (30) calendar days prior to any impending abolishment or layoff of personnel to discuss alternatives and/or establish the displacement orders. The layoff list and displacement order shall be posted on Office bulletin boards (including Labor Council Bulletin Board) twenty-one (21) calendar days prior to the effective date of the abolishment or layoff.

**Section 13.3. Layoff** When it becomes necessary to reduce the number of bargaining unit employees in the employ of the Employer, such reduction shall be by departmental seniority within the Sheriff's Office.

The order of layoff shall be as follows:

- A. Temporary, part-time, seasonal or intermittent;
- B. Employees serving an initial probationary period;
- C. Full-time bargaining unit employees who have completed their probationary periods.

Layoffs of non-probationary bargaining unit employees shall be in the inverse order of seniority.

**Section 13.4. Recall** Recalls after layoff shall be in inverse order of layoff by classification from which the employee was laid off. However, any members that takes a voluntary layoff shall be the last recalled. Laid off employees shall maintain recall rights for a period of one (1) year. Any employee who refuses a recall to a position shall be removed from the recall list.

**Section 13.5. Recall Notice** Notice of recall shall be sent to the employee by certified mail with a copy to the Fraternal Order of Police, Ohio Labor Council, Inc. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, and return receipt requested to the last mailing address provided by the employee. It is the responsibility of the employee to provide the Employer with a written notice of any change of address and/or telephone number during the employee's period of layoff.

**Section 13.6. Reporting** An employee recalled from a layoff shall have seven (7) calendar days following the receipt or attempted delivery of the recall notice in which to notify the Employer of his/her intent to report for duty and shall have fourteen (14) days to report,, unless a later date for returning to work is otherwise specified in the notice. The time limits provided in this section may be extended by the Employer if circumstances beyond the control of the employee prevented timely repose by the employee to the recall notice.

**Section 13.7.** The employer agrees that it will not use special or auxiliary deputies in order to avoid recalling bargaining unit members who are on layoff.

#### **ARTICLE 14** **PROBATIONARY PERIODS**

**Section 14.1. Length Of Probationary Period** All newly promoted Bargaining Unit employees shall serve a probationary period of six (6) months.

Employees serving their probationary period that show unsatisfactory performance may be returned to their former position. Such action shall be subject to the grievance procedure.

**Section 14.2. Extension of Probationary Period** An employee's probationary period may be extended by mutual agreement of the employee, Labor Council and Employer.

#### **ARTICLE 15** **LABOR/MANAGEMENT MEETINGS**

**Section 15.1. Meetings** In the interest of sound labor/management relations, unless mutually agreed otherwise, once each quarter on a mutually agreeable day and time, the Employer or the Employer's designee shall meet with not more than three (3) employee representatives of the Labor Council and one (1) non-employee representative to discuss pending problems and to promote a more harmonious labor/management relationship. Labor Council representatives attending labor/management meetings shall not, if the meetings are held during their normal duty hours, suffer any loss of pay for the time spent in such meetings.

**Section 15.2. Notification** The party requesting the meeting shall furnish an agenda at least five (5) working days in advance of the scheduled meetings with a list of the matters to be addressed in the meeting. The names of those Labor Council representatives who will be attending shall be submitted in advance. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the Labor Council of changes made by the Employer which affect bargaining unit members of the Labor Council;
- C. Discuss grievances which have been processed beyond step three (3) of the grievance procedure;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve efficiency;
- F. Consider and discuss health and safety matters relating to employees;
- G. Provide an opportunity to the Labor Council to share the views of its membership and/or make suggestions on subjects of interest to its membership.

**Section 15.3. Additional Meetings** It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

## **ARTICLE 16** **FILLING OF POSITIONS**

**Section 16.1. Promotions** This Article shall govern the manner in which vacancies in the next highest classification are filled.

**Section 16.2. Postings/Eligibility** When the Employer determines to fill a vacant position in the next highest classification, such vacancy shall be posted on the Office bulletin boards for a period of not less than thirty (30) calendar days. The posting shall include the title of the position, the duties and responsibilities, and the minimum qualifications required. Only employees sworn and appointed under O.R.C. 311.04, may bid on sworn positions. For vacancies in the Lieutenant position, only members who have served at least two (2) years as a sergeant with the Fairfield County Sheriff's office shall be eligible.

It is understood and agreed that the Sheriff has the authority to define or establish the qualifications for the positions and classifications in the Sheriff's Office.

Postings shall indicate the criteria for the position. The criteria for selection may include, but not be limited to, knowledge required for the position, demonstrated ability to supervise and team build,

demonstrated ability to achieve goals, seniority, education, experience, work record, and disciplinary record.

**Section 16.3. Applicants** Employees with a minimum of one (1) year of experience interested in applying for the posted position shall submit an application to the Employer within the posting period. 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 shall be responsible for submitting information and documentation of training, experience, and education supporting their application for a vacancy. Such documentation and information may be submitted to the employee's personnel file as the information is gathered. Employees shall be responsible for identifying the experience, training, education, and other relevant information they wish to have considered.

**Section 16.4. Testing:** The testing process shall include a written examination supplied by an independent agency with experience in law enforcement testing. The passing score is seventy percent (70%). Applicants must achieve a passing score in order to proceed to the interview process.

**Section 16.5. Selection Process** The Sheriff shall select the most qualified employee for the vacant position from the applicants who pass the examination. The eligibility list from these examinations shall remain valid for a period of two years. The Sheriff may, at his discretion, extend the list for an additional year. The Sheriff's decision shall be based on the qualifications of the applicants as specified in the position description and job posting and shall consider requirements of the positions, seniority, experience, qualifications and training, relevant education, attendance, work history and personal interview.

The sheriff shall use a panel of law enforcement professionals from various agencies outside the Fairfield County Sheriff's Office.

In the event two (2) or more employees are relatively equally qualified, the position shall be awarded to the employee with the most seniority.

**Section 16.6. 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 vacancy and appointment(s) shall not exceed ninety (90) days. The parties may mutually agree, in writing, to extend the ninety (90) days.

**Section 16.7. Grievance Actions** Any grievances concerning promotions made pursuant to this Article may be filed directly at Step two (2) of the grievance procedure.

**Section 16.8. Release Time** Employees who are on duty shall be given release time without loss of pay to participate in the promotional process if such process occurs during the employee's work hours.

**ARTICLE 17**  
**ALCOHOL & DRUG TESTING**

**Section 17.1. Testing:** Drug/alcohol testing may be conducted on employees, post-incident, reasonable suspicion, or randomly. Random testing may test up to twenty-five percent (25%) of the work force once a year unless there is already reasonable suspicion.

Reasonable suspicion that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not limited to:

- A. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;
- B. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;
- C. Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use or trafficking;
- D. Information provided either by reliable and credible sources or independently corroborated;
- E. Evidence that an employee has tampered with a previous drug test; and
- F. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

A bargaining unit employee may of their own volition, even if not ordered to do so, undergo a drug and/or alcohol screening test if the employee is involved in an on-duty incident or accident involving bodily injury, extensive property damage, or death. Testing done under these circumstances will be treated in the same manner as if the employee had been ordered to undergo screening.

**Section 17.2. Screening:** All drug screening tests shall be conducted by medical laboratories certified by the Department of Health and Human Services or certified by a DHHS recognized certification program. No test shall be considered positive until it has been confirmed by a Gas Chromatography/ Mass Spectrometry full scan test or its equivalent. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article. The split sample method of collection shall be used and shall follow prescribed testing procedures. Collection of samples for all random testing shall take place in a facility operated by the Sheriff's Office.

**Section 17.3. Alcohol Testing:** Alcohol testing shall be done in the same manner as is used to detect drivers operating a motor vehicle under the influence. A positive result of a blood alcohol concentration of .03% or above shall entitle the Employer to proceed with sanctions as set forth in this Article.

**Section 17.4. Test Results:**

- A. The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. Refusal to submit to the testing provided for under this Article may be grounds for discipline.
- B. The Employer may suspend the employee without loss of pay before the time the confirmatory test results are complete. If the screening test and confirmatory test are positive, the Employer may discipline the employee. The use of illicit substances, on or off duty, will ordinarily result in termination. The improper use of prescription drugs and/or alcohol may result in a lesser discipline, depending upon the relevant circumstances. Such discipline must be uniform in its application.

**Section 17.5. Retesting Procedure:**

- A. If a drug screening test is positive, the employee may, upon written request have the split sample retested by a DHHS certified laboratory. This request shall be presented within seventy-two (72) hours upon being notified of a positive result.
- B. In the event the retested split sample confirms the results of the first test, the Employer may proceed with the sanctions as set forth in this Article.
- C. In the event that the retested split sample contradicts the result of the first test, the retested split sample result is determined to be the final result.

**Section 17.6. Laboratory:** The name of the testing laboratory shall be maintained by the Employer. This laboratory shall conduct any testing directed by the Employer.

**Section 17.7. Employee Sanctions:** If the testing required above has produced a positive result, the Employer may take disciplinary action and/or require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, compensatory days, vacation leave, and personal leave days for a period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee may be returned to their former position. Such employee may be subject to periodic retesting upon return to the employee's position for a period of one (1) year from the date of return to work. Any employee in a rehabilitation or detoxification program, in accordance with this Article, will not lose any seniority or benefits should it be necessary for the employee to be placed on medical leave of absence without pay for a period not to exceed ninety (90) days.

**Section 17.8. Failure to Comply:** If the employee refuses to undergo rehabilitation or detoxification, or if the employee tests positive during a retesting within one (1) year after return to work from such a program, the employee shall be subject to disciplinary action up to and including termination of employment.

**Section 17.9. Cost of Tests:** Costs of all drug screening tests and confirmatory tests shall be borne by the Employer.

**Section 17.10. Records of Results:** All test results and actions taken under or pursuant to this Article shall be kept confidential in accordance with and subject to state and federal law.

## **ARTICLE 18**

### **HOURS OF WORK AND OVERTIME**

**Section 18.1. Purpose** This article is intended to define the normal hours of work per day or per week and the basis for computing overtime.

**Section 18.2. Work Period** Hours of work for full-time employees shall be eighty (80) hours in a fourteen (14) day period. Employees normally shall have a work week consisting of five (5) consecutive eight (8) hour days, followed by two (2) days off. Except for emergencies, employees shall have at least thirty (30) minutes of uninterrupted lunch time.

**Section 18.3. Overtime** When an employee is required to work in excess of eighty (80) hours in a fourteen (14) day work period, they shall be paid overtime pay for such time over eighty (80) hours at the rate of one and one-half (1 ½) times their regular hourly rate of pay. Compensation shall not be paid more than once for the same hours under any provision of this article of Agreement.

- A. For purpose of determining an employee's eligibility for overtime, all hours in paid status except sick leave shall be counted.
- B. Employees shall not begin work prior to their normal scheduled starting time nor work beyond their normal scheduled quitting time unless overtime has been approved by the Employer. The employer shall not change an employees work schedule in an effort to avoid overtime unless mutually agreed.
- C. When the Employer determines that overtime is needed on a shift, and no sergeant is scheduled to work the shift, a sergeant shall have the first opportunity to work such overtime assignments prior to the use of an OIC.

**Section 18.4. Compensatory Time** Employees may choose to take compensatory time in lieu of overtime if such choice is indicated during the tour of duty in which the overtime is worked. Compensatory time shall be credited to the employee and accumulated at the rate of one and one-half (1-1/2) hours for each overtime hour worked. Each employee's compensatory time bank shall be limited in accumulation to a maximum of eighty (80) hours. Overtime beyond eighty (80) hours

compensatory time bank will be paid. Employees may request to cash out up to sixty-four (64) hours of accumulated compensatory time no later than December 15<sup>th</sup> each year, to be paid, in eight (8) hour blocks payable no later than January 15<sup>th</sup> of each year.

Compensatory time may be taken by an employee at a mutually agreeable time, in one (1) hour increments upon approval of the employee's supervisor, provided that the employee's absence does not create an undue hardship on the operations of the Employer.

An employee who quits or retires will be paid for all of the employee's unused compensatory time to the employee's credit at the final rate of pay. The spouse, beneficiary, or executor of the estate, as applicable, shall receive any payment due in the event of the death of an employee.

**Section 18.5. Time Change** In the shifts affected by changes to/from Daylight Savings Time where the workday is shortened as a result of the change, no employee will be docked. Where the workday is lengthened due to the time change, that hour will not be compensated.

**Section 18.6. Exchange of Days Off** Where an employee requests to work a day off in exchange for a day to be scheduled off, the employee's pay status shall not be affected. When employees exchange shifts with the approval of the Employer (or designee), the pay status of neither is affected, except that an employee who works an exchange and is required to work overtime shall receive the overtime. Shift exchanges must all be done in the same work period.

**Section 18.7. Shift and Days Off Preference** Effective no later than September 15 of each year, employees shall select their shift assignment by seniority. The Sheriff may veto a member's shift selection provided the decision to do so is not arbitrary, capricious or without just cause.

The Employer shall make all shift assignments the first pay period in October of each year. Within the shift assignments the Employer shall determine the days off available for the employees. Within the shift and division assignments, Bargaining Unit employees shall be permitted to bid on days off based on seniority. Such request shall not be unreasonably denied.

This section shall not apply to specialized assignments for which the Employer has the discretion to assign days off.

**Section 18.8. Stand-By** Any employee who, while on stand-by status, is required to remain on the Employer's premises, or at the employee's home or other specific location to await a call when needed, is considered as being unable to use the time effectively for the employee's own purposes, and shall be considered to be working during the entire time the employee is on stand-by.

**Section 18.9. Distribution of Overtime**

A. Whenever the Employer determines to offer overtime to bargaining unit employees, the Employer shall post a notice of such overtime opportunities on all labor council bulletin boards within each division as soon as possible. Employees may sign up for these overtime opportunities. Such overtime shall be worked by the most senior employee who signs up for the overtime.

The posting requirement shall only apply to overtime opportunities that are known by the Employer at least three (3) days in advance of the hours to be worked. Employees must sign up for the overtime within forty-eight (48) hours of the posting. If no sergeant has signed up for the overtime opportunity, the employer may use a deputy that is designated as an OIC to fill the vacancy.

B. Nothing in this section shall be construed as prohibiting the Employer from requiring employees to work overtime when necessary. This section shall not apply when the overtime to be worked requires special skills or assignments in the detective division, major crimes, SERT, DARE or K-9 positions or future positions that the parties identify as specialized.

## **ARTICLE 19** **WAGES**

**Section 19.1 Wage Rates** The wage rates are attached hereto as Appendix A.

The following is the step progression for employees:

Step A is starting rate of pay.

Step B is earned after six (6) months of continuous service.

**Section 19.2. Canine Corps** The Employer shall comply with the provisions of the FLSA as it relates to canine employees.

**Section 19.3. Call-In/Court Time** An Employee prescheduled for overtime or called in or scheduled for court outside the employee's regularly scheduled shift, which time does not abut the employee's regularly scheduled shift, shall be paid for all time actually worked, but in no event will the amount be less than three (3) hours pay at the appropriate rate of pay. Bargaining unit members shall be permitted to use a lot cruiser, if available, for travel to court hearings and training.

Any employee called in to rectify the employee's own error shall be credited with the actual time worked at the employee's regular rate of pay and not with the minimum premium herein stated.

**Section 19.4. Longevity Pay:** Employees with ten (10) total years of service with the Employer shall receive thirty five dollars (\$35.00) each year of service. Longevity pay shall be added to the employee's base rate of pay.

**Section 19.5. PERS Pick-Up** The Employer shall make a "designated PERS pick-up" of each employee's statutory-required contribution to the Public Employees Retirement System of Ohio (PERS) so as to permit the treating of an employee's contribution to PERS as a deferred annuity for personal income tax purposes. The implementation of the "designated pick-up" shall not result in either an increase or decrease to an employee's gross income.

**ARTICLE 20**  
**VACATION**

**Section 20.1 Accrual** The amount of vacation time to which an employee is entitled is based upon the length of service with the Employer, and is as follows:

<u>Length of Service</u>	<u>Vacation Hours</u>
Less than one (1) year	0 (zero)
One (1) year but less than eight (8) years	80 (eighty)
Eight (8) years but less than fifteen (15) years	120 (one hundred twenty)
Fifteen (15) years but less than twenty-two (22) years	160 (one hundred sixty)
Twenty-two (22) years or more	200 (two hundred)

Vacation shall be credited each bi-weekly pay period at the following rate:

- A. 3.1 hours per pay for those entitled to 80 hours.
- B. 4.6 hours per pay for those entitled to 120 hours.
- C. 6.2 hours per pay for those entitled to 160 hours.
- D. 7.7 hours per pay for those entitled to 200 hours.

**Section 20.2 Schedule** The Employer shall post a vacation calendar in each division (e.g., Patrol, Corrections, etc.) no later than December 1<sup>st</sup> of each calendar year. Prior to January 1 of each calendar year, employees shall mark and sign for the dates for that year on which they prefer to use their accumulated vacation. Vacation leave in excess of forty (40) hours vacation leave may be taken in one (1) hour increments. Requests must be submitted on the unit calendar. Such requests shall be honored on the basis of the employee's seniority with the Employer, subject to the following limitations and exceptions:

- A. An employee may request no more than two (2) weeks' vacation for the calendar year prior to the February 1 closing date. After February 1, an employee may request to schedule the employee's remaining accrued vacation.
- B. Vacation requests for less than one full workweek (excluding weeks, which include holidays) are honored solely on the basis of order of application.
- C. Vacations are scheduled and approved in accordance with the workload requirements of the Employer.

**Section 20.3 General** Generally, vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. Employees may carry over accumulated vacation leave for up to three (3) years beyond the date of accrual. Days specified as holidays in the Holiday Article of this Agreement shall not be charged to an employee's vacation leave.

**Section 20.4 Conversion At Separation** An employee is entitled to compensation, at the employee's current rate of pay, for any earned but unused vacation leave at the time of separation of employment.

**Section 20.5 Hospitalization During Vacation** An employee hospitalized while on vacation shall, upon request and upon submission of sufficient evidence of the hospitalization, be entitled to change the employee's vacation status to sick leave for all days hospitalized and any subsequent days necessary for recovery. Upon submission of the request with evidence, any vacation charged to the employee for the duration of the illness shall be restored to the employee's credit.

## **ARTICLE 21** **HOLIDAYS**

**Section 21.1 Holidays** Employees shall be entitled to the following paid holidays:

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

**Section 21.2 Rates of Pay** All employees shall receive eight (8) hours straight time pay at their regular rate for holidays listed in Section 21.1 above. Employees normally not scheduled on the holiday will receive the holiday off, plus their holiday pay. Employees who work on a holiday shall receive holiday pay plus their regular rate of pay for all hours worked on the holiday. However, employees shall receive one and one half (1½) times their regular rate for all hours worked on the holidays (listed in Section 20.1. above) in addition to the holiday pay. Employees scheduled to work on a holiday who call off sick shall not receive holiday pay and will be charged with sick leave.

Employees may request time off on a holiday as set forth in this agreement and use vacation leave comp time or personal leave at the employee's option, one day of vacation leave, one day of comp time and one personal day per year may be taken on a holiday with the employee receiving pay for the leave and holiday pay.

**Section 21.3. Detectives:** Employees assigned to the detective section shall receive holiday pay for holidays 1, 5, 8 & 10 and have those holidays off unless required to work by the Employer or designee.

**Section 21.4 Personal Days** Employees shall receive two (2) personal days, after completion of one (1) year of service. Personal days must be used in eight (8) hour increments upon approval of the supervisor, provided that the employee's absence does not create an undue hardship on the operation of the Employer. Personal days shall not accumulate except that personal days denied by the Employer may be carried forward into the following years.

Employees shall be entitled to a paid holiday on any other day appointed and recommended by the Governor of this State or the President of the United States.

## **ARTICLE 22** **UNIFORM/EQUIPMENT**

**Section 22.1. Original Appointment** Upon original appointment, employees shall be provided with all uniforms, professional in appearance, and equipment required by the Employer in quantities specified by the Employer.

**Section 22.2. Uniform Allowances** Upon completion of one (1) year of service, effective 1-1-10, bargaining unit employees shall be entitled to a replacement bank allowance of seven hundred dollars (\$700.00) per year. In addition, each bargaining unit employee shall be paid four hundred dollars (\$400.00) no later than February 15<sup>th</sup> of each year. In addition, when a member is initially assigned to the detective division for "plain clothes" duty, the deputy shall receive two hundred dollars (\$200.00) for appropriate clothing. This cash payment shall compensate employees for miscellaneous work related items and dry cleaning.

**Section 22.3. Uniforms Returned** All uniforms, accessories and equipment purchased by the Employer shall remain the property of the Employer. Upon termination of employment, the employee shall return such items to the Employer, or with the approval of the Employer, shall pay the County a fair market value for those items the employee is permitted to keep.

**Section 22.4. Damaged Uniforms** The Employer shall replace, at no cost to the employee, any uniform/equipment or piece thereof which is damaged or destroyed in the line of duty or scope of employment, unless the negligence of the employee causes the loss. Any such incident shall be reported to the Employer or the Employer's designee who shall make the appropriate allowance to replace the uniform or piece of equipment.

**Section 22.5. Personal Property** Where an employee supplies evidence that the employee sustained damage to necessary personal property while performing the duties of the employee's assigned work with due caution and without negligence on the part of the employee for the cost of necessary repairs or replacements (no more than one hundred dollars (\$100.00) for jewelry items). The employee shall present the damaged personal property for the Employer's inspection prior to the repair or replacement of said property. (Repair or replacement of said property shall be at the Employer's option.) In order to receive uniform replacement, under this Section, the employee must apply for restitution through the courts, if applicable. Any restitution received by the employee must be turned over to the Employer.

**Section 22.6. Eyewear/Dentures** In the event of damage to prescription eyewear (including frames and contact lenses) and dentures, the Employer shall pay the difference between the amount reimbursed from Workers' Compensation and the actual cost of repair or replacement, if any.

**Section 22.7. Vests** The Employer shall provide body armor vests for all employees requesting the vests. The employees, who request the vest, shall be required to wear the vest. Such vests shall be replaced as needed in accordance with the manufacturer's specifications.

## **ARTICLE 23** **INSURANCES**

**Section 23.1. Health Insurance** The Employer shall make available to bargaining unit employees general insurance and hospitalization, including supplemental benefits, that is equal to the coverage provided to other non-bargaining unit employees of the county that are totally funded by the general fund.

**Section 23.2. Selection of Coverage** Employees electing supplemental benefits (e.g., vision, dental, prescription drug, etc.) may only elect the category which corresponds to their health care category (i.e., single or family).

**Section 23.3. Premium Sharing** Effective 12-1-11, for coverage beginning 1-1-12, bargaining unit employees shall pay fifteen percent (15%) of the monthly health insurance premium, provided that the employee's share for single or family coverage shall not increase by more than ten percent (10%) from the 2011 employee contribution rate.

**Section 23.4. Life Insurance** The Employer agrees to provide, at no expense to the employee, term life insurance in the amount of the employees' yearly salary rounded up to the next one thousand dollars (\$1,000) not to exceed fifty thousand dollars (\$50,000).

**Section 23.5. Modification to Coverage** The determination of carriers and/or method of providing insurance rests with the Employer. Any change in carriers, coverage, or methods of providing insurance which would affect the bargaining unit in any way shall be discussed with the Labor Council prior to implementation. The Employer may periodically change the plan coverage, including deductibles, co-payments, etc., but will do so after notice and discussions with the Labor Council. Minor adjustments of deductibles, co-pays, etc., shall not be considered as a reduction of benefits. If any committee or procedure is established for the purpose of seeking employee input on any insurance benefit provided to bargaining unit employees, such committee or procedure shall include the participation of one (1) bargaining unit employee. The bargaining unit employee who participates in such committee or procedure shall be selected by the FOP/OLC. The formulation of any committee or procedure as described in this section shall be at the sole discretion of the county personnel department.

**Section 23.6. Administrative Issues** Employees who do not have sufficient compensation in any given pay period to cover their premium contribution shall be discontinued from coverage unless

the employee makes a direct payment to the Employer for the employees' share of the health insurance premium.

Any re-enrollment or reinstatement of any employee to the insurance plan shall be subject to the re-enrollment provisions.

**Section 23.7. Indemnification and Liability Coverage** The Employer agrees to indemnify and defend any employee from actions arising out of the lawful performance of the employee's official and/or assigned duties in accordance with applicable law.

**Section 23.8. Pre-Tax Plan** Employees premium sharing shall be deducted prior to taxes as allowed by an I.R.S. 125 Plan.

## **ARTICLE 24** **SICK LEAVE**

**Section 24.1. Accrual** For each completed eighty (80) hour pay period in active pay status, an employee earns 4.6 hours of sick leave. (Active pay status will be defined as hours worked, hours on approved paid leave, and hours on paid sick leave.) The amount of sick leave any one (1) employee may accrue is unlimited. Employees absent on sick leave shall be paid at their regular rate.

All employees shall earn sick leave as follows:

- 2.0 hours per bi-weekly pay period- short term sick leave
- 2.6 hours per bi-weekly pay period- long term sick leave

Short-term sick leave may be utilized when an employee is absent for less than three (3) days for a reason set forth in section 23.2. An employee may use long-term sick leave when absent for three (3) or more days for a reason set forth in Section 24.2. Any use of long-term sick leave shall require a physician's statement justifying the use of sick leave. Upon proper medical documentation, if an employee exhausts long-term sick leave, the employee shall be permitted to use accrued but unused short-term sick leave for a long-term absence.

**Section 24.2. Uses** Sick leave may be granted to an employee upon approval of the Employer for the following reasons:

- A. Illness of the employee or illness of the employee's immediate family requiring the employee's personal care and attendance. Such leave shall be for a reasonable time as necessary to make appropriate longer term arrangements.
- B. Exposure of the employee to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others.

- C. Medical, dental, or optical examination or treatment of an employee or a member of the employee's immediate family, which requires the presence of the employee, and which cannot be scheduled during non-working hours.
- D. Childbirth and/or related medical conditions of the employee or spouse.
- E. Injury of the employee after "injury leave" has expired.
- F. Death of a member of the employee's immediate family. Any sick leave use for bereavement purposes shall be deducted from the long-term sick leave bank, if applicable.

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 doctors appointment. Employees shall not use sick leave to cover tardiness.

**Section 24.3. Mark-Off** When an employee is unable to report to work, the employee shall notify the employee's immediate supervisor or other designated person at least two (2) hours (unless extenuating circumstances prohibit doing so) prior to the time the employee is scheduled to report to work on each day of absence, unless other arrangements are made with the employee's supervisor.

Upon return to work an employee shall complete an "Application for sick leave" form within forty-eight (48) hours to justify the use of sick leave. The Employer may, when an employee utilizes sick leave for medical appointments or where an absence is for more than three (3) consecutive days, require the employee to furnish a certificate from a physician, dentist, or other medical practitioner. Whenever patterned use of sick leave or sick leave abuse is suspected the Sheriff or Designee may require a medical certificate justifying sick leave.

**Section 24.4. Immediate Family (Sick)** For the purpose of this Article, immediate family shall consist of an employee's spouse, parents, children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, step-parents, step-children, step-siblings, or a legal guardian or other person who stands in the place of a parent (in loco parentis).

**Section 24.5. Immediate Family (Bereavement)** The use of sick leave for bereavement purposes shall not exceed three days for an employee's spouse, parent, children, grandparents, siblings, grandchildren, step-parents, step-children, step-siblings, or a legal guardian or other persons who stands in the place of a parent (in loco parentis). The use of sick leave for bereavement purposes shall not exceed one day for an employee's brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents-in-law, mother-in-law, father-in-law.

**Section 24.6. Pay-out Upon Separation.** An employee with at least ten (10) years of service who retires from the Employer under PERS shall be paid for twenty-five percent (25%) of accrued but unused sick leave up to a maximum payment of two hundred forty (240) hours. Such payment shall eliminate all sick leave credited to the employee. The spouse or estate of an employee killed in the line of duty shall receive one hundred percent (100%) of that employee's accumulated sick

leave.

**Section 24.7. Prior Service** Employees who transfer between departments or agencies, or from other public employment, or who are appointed, re-appointed, or reinstated with ten (10) years of prior public service employment will be credited with unused balance of sick leave upon submission of certification of employment and sick leave balances from previous employers.

**Section 24.8. Donated Time** All members of the bargaining unit shall be eligible for donated time benefits, subject to the terms of this Article, to relieve hardship resulting from extended illness or injury.

- A. When the Employer is made aware of an employee's need for leave donations, a notice will be posted informing employees of a particular employee's need for assistance. Any donations made pursuant to this Article must be voluntary.
- B. Employees will be eligible to receive leave donations if:
  - 1. they have been placed on an approved medical leave of absence;
  - 2. the leave is expected to last at least thirty (30) days; and
  - 3. the employee does not have sufficient accrued vacation and sick leave to prevent the loss of a significant amount of income.
- C. An employee may donate up to eighty (80) hours of compensatory time, vacation, or sick leave to a specific recipient by signing and submitting to the Employer a Leave Donation Form, donating such time.
- D. A recipient may use donated leave only after having exhausted the employees own accrued vacation, compensatory time, and sick leave. Donated leave will be used in place of the employee's regularly scheduled work days to the extent necessary. If a recipient does not use all donated leave during the leave of absence, the unused donations will be returned to all donors on a prorata basis.

**Section 24.9. Fitness for Duty Examinations**

- A. The Employer may require an employee to take an examination, conducted by a licensed practitioner to determine the employee's physical or mental capability to perform the material and substantial duties of the employee's classification.

Examinations are intended to guard the health and safety of employees and the citizens of Fairfield County and will be ordered when the Employer has reasonable concern for an employee's ability to perform the material and substantial duties of the position.

The cost of such examination shall be paid by the Employer. If the employee disagrees with the Employer's determination, the employee may be examined by a physician of the employee's

choice at the employee's expense. If the two (2) reports conflict a third opinion shall be rendered by a neutral physician chosen by the first two (2) physicians whose decision shall not be appealable to the grievance procedure. The neutral physician's cost shall be borne by the Employer.

- B. If an employee, after examination, is found to be unable to perform the material and substantial duties of the employee's position, then the employee may utilize accumulated unused leave time or other leave benefits (including but not limited to worker's compensation, if eligible). If an employee applies for disability retirement benefits, the Employer will support that application. However, this provision may not be considered an admission or agreement for workers' compensation benefits.
- C. Leave under the provisions of this Section shall continue for a period of up to two (2) years (which period includes time spent in any leave status, paid or unpaid). 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 leave. If the employee is not able to return to work by the end of that two (2) year period, the employee shall be deemed permanently separated from employment with the Employer.
- D. Employees requesting to 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 at the Employer's expense.
- E. Refusal of an employee to submit to an examination shall be grounds for appropriate discipline.

**Section 24.10. Wellness Incentive** If a member uses no sick leave in any one calendar year, that member shall be credited with an additional three (3) vacation days the following year. If a member uses between one (1) and eight (8) hours of sick leave in any one calendar year, that member shall be credited with an additional two (2) vacation days the following year. If a member uses between nine (9) and sixteen (16) hours of sick leave in any one calendar year, that member shall be credited with one (1) additional vacation day the following year. At the employee's option, any additional vacation days earned can be taken in the form of vacation leave or compensation in cash. Any such awarded vacation time shall be deducted from the sick leave bank on an hour-for-hour basis.

**ARTICLE 25**  
**LEAVES OF ABSENCE**

**Section 25.1. Leaves Without Pay** Employees may be granted the following types of unpaid leaves of absence:

- A. **Disability Leave** A physically incapacitated employee may request a disability leave. A disability leave may be granted for a period of up to one (1) year when the disability continues beyond accumulated sick leave rights and provided the employee is:

1. Hospitalized or institutionalized;
2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or,
3. Is declared incapacitated from the performance of the duties of the employee's position by a licensed physician designated by the Employer.

The employee must submit adequate medical documentation at the time he seeks reinstatement. The Employer may require the employee to be examined by a physician of its own choosing prior to reinstatement to determine fitness for duty.

- B. Family and Medical Leave Employees shall be permitted time off in accordance with the Family Medical Leave Act.
- C. Personal Leave The Employer may grant a leave of absence to any employee for a maximum duration of six (6) months for any personal reasons of the employee. The employee shall include all pertinent information relating to the need of a personal leave of absence with the employee's request for leave.
- D. Authorization for Leave The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer shall decide in each individual case if a leave of absence is to be granted. No leave of absence shall be granted for the purpose of working another job. A leave of absence shall be requested on the standard Request for Leave form.
- E. Reinstatement from Leave Upon completion of a leave of absence, the employee is to be returned to a position formerly occupied, or to a similar position if the employee's former position no longer exists. An employee may contact the Employer prior to the expiration of said leave and may be granted a reasonable extension, at the discretion of the Employer, within the various maximum time limits established under this Article.
- F. Insurance Premiums During Leaves Where an employee has requested and been granted an unpaid leave, the employee shall continue on the county health insurance program for a period of sixty (60) calendar days from the date of approval of the leave, (except as is required by the FMLA) provided the employee makes arrangements with the Employer for the payment of the premium costs.

**Section 25.2. Leaves With Pay** Employees may be granted the following types of paid leaves of absence:

- A. Court Leave The Employer shall grant court leave with pay and without loss of benefits to any employee who:
1. Is summoned for jury duty by a court of competent jurisdiction, or

2. Is subpoenaed to appear before any court, commission, board, or other legally constituted body authorized by law to compel the attendance of witnesses where the employee is not a party to the action, and pertains to or arises from the employee's official duties, the employee shall have all time spent in court counted as hours worked.
  3. The employee shall submit any and all fees issued by the court, board, or other legally constituted body to the Employer to be eligible to receive full pay.
  4. The employee shall return to duty if there is time remaining on the employee's shift after being released from court.
- B. Military Leave The Employer and Labor Council agree and understand that Federal and State Laws shall govern the use of military leave.
- C. Injury Leave
1. Regular Injury Leave. In the event of a service-connected injury or occupational illness which occurred during a non-emergency situation but was incurred in the active discharge of duty, which illness or injury is not the result of "horseplay" or negligence by the employee, the Employer shall grant the employee full pay for a period not to exceed thirty (30) calendar days. The Employer may grant additional injury leave, on a case-by-case basis and at the Employer's discretion, up to an additional thirty (30) calendar days. thirty (30) calendar days paid leave is fully paid by the Employer, and is in lieu of Worker's Compensation. An employee who applies for injury leave will apply to BWC for medical benefits only, and not lost income benefits. If the injury claim is denied by Workers' Compensation, the employee will revert to sick leave status.
  2. Special Injury Leave. When an employee becomes injured, ill, or disabled as a result of an event arising out of and in the course of bona fide police work, so as to be physically unfit for duty, the Employer shall grant the employee full pay for a period not to exceed one hundred twenty (120) working days. For very serious duty related injuries, the Employer may grant additional injury leave, on a case-by-case basis and at the Employer's discretion, up to an additional one hundred twenty (120) working days. Injury leave is fully paid by the Employer, and is in lieu of Worker's Compensation. An employee who applies for special injury leave will apply to BWC for medical benefits only, and not lost income benefits. If the injury claim is denied by Workers' Compensation, the employee will revert to sick leave status. The injury leave may commence beginning with the first working day of such pending the documentation from a physician supporting the injury leave. In order to be eligible for the special on-the-job injury leave as provided in this Article, the employee's disability must be evidenced by certificate of a physician who examined the employee. Special on-the-job injury leave shall not be granted to employees who incur injuries of a routine nature or those which occur in the course of non-emergency situations.
    - a. Injury leave is granted on a per incident basis.

- b. The Employer may require an employee claiming a service-connected injury to submit to a physical examination by a physician of the Employer's choosing. Any such examination shall be at the Employer's expense.
- c. If a third party is liable to the employee for injuries which are compensated pursuant to this article and the employee receives compensation from the third party, the employee shall remit to the Employer any monies received for lost wages up to the amount paid by the County pursuant to this article. In no event shall the employee be required to remit to the Employer more than the net amount of recovery, after attorney fees and cost of litigation.
- d. Employees who are physically unable to perform the duties of their position shall be considered for "Light Duty"/Transitional work on a case by case basis.

## **ARTICLE 26**

### **TRAINING AND EDUCATION**

**Section 26.1. Certification** If accreditation, licensure, or certification requirements for Bargaining Unit employee's change during the term of this Agreement, affected Bargaining Unit employees must meet all requirements as soon as possible consistent with applicable law. If employees fail to meet firearms re-certification, those employees shall be permitted to be re-tested in accordance with the Employer's current policy. If the employee fails to meet the requirements of the job, the employee may be suspended without pay or terminated at the discretion of the Employer.

**Section 26.2. Training** Whenever employees are required to attend work-related training sessions, they shall be given time off from work with pay to attend such programs, including any necessary travel time needed. Any reasonable costs incurred in such training shall be paid by the Employer, provided that they have been approved in advance. The Employer shall make all reasonable efforts to ensure that employees on specialty teams are properly trained.

## **ARTICLE 27**

### **SPECIAL DUTY ASSIGNMENTS**

**Section 27.1. Rates** All qualified employees of the Sheriff's Office may be hired by various businesses or organizations of the community, with the advance approval of the Sheriff (or designee) to work special duty assignments. Effective August 1, 2009, payment for said services should be made by the hiring party at a rate of no less than thirty dollars (\$30.00) per hour or prevailing wage as offered by the hiring parties whichever is higher with a three (3) hour minimum.

Should an outside Employer hire four (4) Deputies to perform at the same function, at the same time; one (1) Deputy must be a Sergeant or Lieutenant for each four (4) Deputies hired.

Effective August 1, 2009, such Supervisors shall be paid at the rate of at least thirty-five dollars (\$35.00).

If a Cruiser is needed the rate will be \$5.00 per hour. All special duty shall be consistent with the policies and directions of the Sheriff's Office.

**Section 27.2. Qualifications** The Sheriff (or designee) will work with the agency hiring Special Duty Deputies to assign the proper number of Deputies and Supervisors to handle each event making sure that adequate relief is provided.

The basic qualifications for special duty assignments are as follows:

- A. A current Ohio certification for law enforcement officers.
- B. Current firearms qualification.
- C. A current commission from the Fairfield County Sheriff.
- D. Not currently on medical leave or administrative leave.

**Section 27.3. Assignments** Special duty assignments will be made available in the following manner:

- A. The Sheriff (or designee) shall attempt to rotate such work opportunities, based on departmental seniority, among all qualified full-time Deputies of the Sheriff's Office, who have a written request for such work on file with the Special Duty Office. The Sheriff (or designee) shall maintain a list of eligible employees in each bargaining unit.
- B. An exception is when a business or organization requests, in writing, a certain full-time Deputy, then the requested Deputy will be assigned upon the approval of the SHERIFF (or designee). The Sheriff (or designee) shall maintain a list of eligible employees in each bargaining unit.
- C. When the Sheriff (or designee) has forty eight (48) hours or less to fill a detail, excluding holidays, which will add another twenty-four (24) hours for a total of seventy-two (72) hours, the Sheriff (or designee) may assign any qualified employee. The Sheriff (or designee) will attempt to equalize these opportunities as they occur.
- D. The Sheriff (or designee) will always make a reasonable effort to use regular Deputies, who have signed up for Special Duty with the Special Duty Office, before attempting to use Reserve Deputies.
- E. Once a Deputy has accepted a Special Duty detail, the Deputy is to make sure the detail is worked or the Deputy must obtain their own replacement. The Special Duty Office must be notified of the change by the next business day.

**Section 27.4. Other Assignments** The Sheriff reserves the right to withhold a Deputy's opportunity to participate in the Special Duty details for infractions during details or for violations of the rules of conduct as a form of discipline.

The Sheriff reserves the right to continue any current contracts and to enter into further contracts such as the Bremen, Pleasantville and Stoutsville Contracts according to Section 311.29 or the O.R.C. and the Assistant Prosecuting Attorney, Patrick Harris's written opinion dated November 2, 2000.

All rules, regulations and orders of the Sheriff's Office shall apply to employees working Special Duty details unless specifically waived by the Sheriff (or designee).

The parties agree that any extra duty/special duty performed by a bargaining unit member under this Article shall not be considered overtime. This Article does not apply to other part-time "non-law enforcement-type" employment an employee may work during off duty hours. This Article shall not be subject to the grievance procedure above Step 4.

## **ARTICLE 28** **RETIREMENT**

**Section 28.1. Purchase of Service Weapon** A member who honorably retires from the Sheriff's Office with twenty-five or more years of law enforcement service and ten (10) years with the Fairfield County Sheriff's office may purchase his/her service weapon. The cost of the service weapon shall be One Dollar (\$1.00). Pursuant to ORC 2933-13. If a member is killed in the line of duty, the weapon shall be presented to member's current spouse.

**Section 28.2. Retirement ID Card** A member who honorably retires from active duty shall be permitted to keep his department identification card. The Employer may stamp "Retired" on the identification card to show that the member is no longer employed by the agency.

## **ARTICLE 29** **POLITICAL ACTIVITY**

**Section 29.1.** The Employer shall not promulgate rules concerning political activity that are more restrictive than applicable law.

**ARTICLE 31**  
**DURATION**

**Section 31.1. Duration** This Agreement shall be effective as of December 17, 2011 and shall remain in full force and effect through midnight, December 15, 2014.

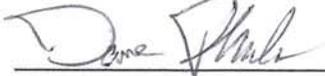
**Section 31.2. Renewal** If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail.

**Section 31.3. Reopener** Either party may reopen the agreement for the sole purpose of negotiating wages and health insurance for the second and third years of the agreement. The reopener shall be commenced by filing a notice to negotiate with the State Employment Relations Board on or about October 15, 2012. The reopener negotiations shall be conducted in accordance with Chapter 4117 of the Ohio Revised Code.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, The parties have hereunto signed by their authorized representatives this  
27<sup>th</sup> day of MARCH 2012.

FOR THE FAIRFIELD  
COUNTY SHERIFF



Dave Phalen, Sheriff

FOR THE OHIO LABOR  
COUNCIL, INC.

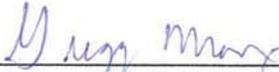


Mark Drum/OLC Staff Representative



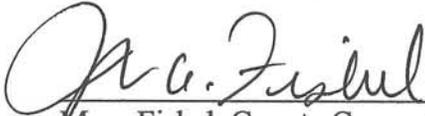
Marc Churchill, Committee Chairman

APPROVED AS TO FORM:



Greg Marx, Fairfield County  
Prosecuting Attorney

Joe Fuller, Alt. Committee Member



Marc Fishel, County Counsel:

Approved and journalized by the Fairfield County Board of Commissioners on  
\_\_\_\_\_, Resolution # \_\_\_\_\_

**APPENDIX A**  
**WAGES**

Effective December 16, 2011, employees covered by this Agreement shall be paid in accordance with the following hourly rate schedule:

<b><u>Step</u></b>	<b><u>A</u></b>	<b><u>B</u></b>
Sergeant	\$25.78	\$26.86
Lieutenant	\$28.98	\$30.28