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AGREEMENT BETWEEN

**THE PERRY COUNTY SHERIFF'S OFFICE, PERRY
COUNTY BOARD OF COUNTY COMMISSIONERS**

AND

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



January 1, 2012 - December 31, 2014

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ARTICLE 1

PREAMBLE

Section 1.1 Purpose This Agreement, entered into by the Perry County Sheriff, (subject to approval by the Perry County Board of Commissioners), hereinafter referred to as the "Employer", and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "FOP/OLC", has as its purpose the following:

To promote cooperation, and orderly, constructive and harmonious relations between the Employer, its Employees and the FOP/OLC.

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 units as defined herein.

This Agreement supersedes all previous Agreements (either written or oral) between the Employer, the Employees and the FOP/OLC.

ARTICLE 2

RECOGNITION

Section 2.1 Recognition The Employer hereby recognizes the Fraternal Order of Police, Ohio Labor Council, Inc. as the sole and exclusive bargaining agent for the purpose of collective bargaining of wages, hours and other terms and

conditions of employment for all full-time employees that have been certified by the State Employment Relations Board in the following units:

- Unit A. Patrol Sergeant, Sergeant Investigator-Certification Numbers 84 VR 10-2297 and 84 RC 11-2445. Detective Sergeant, Community Relations Sergeant Certification Number 91-REP-04-0107 and Lieutenant Number 07-REP-02-0035.
- Unit B. Deputy Sheriffs below the rank of Sergeant-Certification Numbers 84 VR 06-1489 and 84 RC 11-2444.
- Unit C. Dispatchers, Typists and Certification Numbers 84 VR 10-2298 and 84 RC 11-2442.

Section 2.2 Exclusions All positions and classifications not specifically established herein as being included in a bargaining unit shall be excluded from all bargaining units.

Section 2.3 Agreement It is understood that this Agreement is a multiple unit agreement, entered into voluntarily by the parties and that no future obligation exists that would require the parties to bargain for these units in separate negotiations.

All articles of this Agreement shall cover all classifications within the four (4) bargaining units unless otherwise excluded by the specific language within a specific article.

Section 2.4 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, the Employer shall determine whether the new or changed position will be included in or excluded from the bargaining unit and shall advise the FOP/OLC in writing, within ten (10) calendar days. If the FOP/OLC disputes the Employers determination of bargaining unit status, the parties will meet to attempt to resolve their disagreement within ten (10) calendar days from the FOP/OLC written notification to the Employer. If the parties agree on the determination, it shall be implemented as agreed. If the parties disagree, the parties shall jointly submit a request for determination to the SERB pursuant to Chapter 4117 of the O.R.C. and the SERB Rules and Regulations.

Section 2.5 Probationary Period Every newly hired employee shall be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one (1) calendar year.

A probationary employee who has lost work time due to illness or injury shall have his probationary period extended by the length of illness or injury.

Section 2.6 New Hires A new hire probationary employee may be terminated at any time during his probationary period and shall have no right of appeal of the termination under this Agreement. In all non-disciplinary matters, the

probationary employee is entitled to FOP/OLC representation, including the grievance procedure.

ARTICLE 3

DUES DEDUCTIONS AND LODGE SECURITY

Section 3.1 Deductions/FOP The Lodge/FOP shall furnish to the Auditor a list of members and the amount of dues to be deducted. This list shall be updated as necessary. The Employer agrees to deduct Lodge/FOP membership dues in the amount authorized each month by the Lodge/FOP to the Employer, from the first paycheck of each month from the pay of any employee in the bargaining unit who has authorized the same in writing.

Section 3.2 Payment/FOP The Employer agrees to furnish to the Lodge/FOP within thirty (30) calendar days, a warrant in the aggregate amount of the deductions made for that calendar month, together with a listing of the members for whom deductions were made. Nothing herein shall prohibit members covered by this Agreement from submitting dues directly to the Lodge/FOP.

Section 3.3 Deductions/OLC The Employer agrees to deduct from the wages of any employee, who is a member of the FOP/OLC all membership dues uniformly required. The FOP/OLC will notify the Auditor of the dues it charges and its current membership, and will update this information as needed.

Section 3.4 Fair Share Fee Any employee, both present and future, who is not a member of the Labor Council, shall pay a monthly fair share fee by payroll deduction. The Labor Council shall notify the Employer (as necessary) of the amount of such fee which shall not exceed the amount of dues paid by Labor Council members. New employees may request a sixty (60) day stay from their date of hire in order to file with the State Employment Relations Board for an exemption. Any such deduction shall be subject to the provisions set forth in O.R.C. Section 4117.09. Nothing in this Section shall be construed as requiring any employee to become a member of the Labor Council. All fees deducted by the Employer shall be forwarded to the Labor Council pursuant to Section 3.5 hereof.

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

The FOP/OLC shall prescribe a rebate and challenge procedure that complies with O.R.C. Section 4117.09(c). The Employer shall be provided a copy of the rebate/challenge procedure.

Section 3.5 Payment/OLC All dues and fees collected under this section shall be paid by the Employer within thirty (30) days to the FOP/OLC, at 222 East Town Street, Columbus, Ohio 43215-4611.

Section 3.6 Employer Relief The Employer shall be relieved from making such individual deductions upon an employee's: (1) transfer to a job other than one covered by the bargaining unit; (2) lay off from work; (3) an unpaid leave of absence; (4) if the employee has insufficient wages to make a deduction.

The parties agree that neither the employees nor the FOP/OLC shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such 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 deduction would normally be made by deducting the proper amount.

The FOP/OLC hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee or the FOP/OLC arising from deductions made by the Employer pursuant to this Article, except the non-payment of funds deducted from the employees pay.

Section 3.7 Ballot Box The FOP/OLC shall be permitted, upon prior notification to the Employer to place a ballot box in the Employers facility for the purpose of collecting employees' ballots on FOP/OLC issues subject to ballot. Such box will only be of size necessary to hold the employee's ballots

and will be the property of the FOP/OLC. The ballots shall not be subject to the Employer's review.

Section 3.8 Bulletin Boards The FOP/OLC shall be permitted to install and maintain bulletin boards in agreed upon areas of each facility. No material may be posted on the FOP/OLC bulletin boards which contain the following:

- A. Personal attacks upon any other member or employee.
- B. Derogatory attacks upon the administration.
- C. Attacks on any other employee organization.
- D. Material or comments regarding a candidate for public office.

No FOP/OLC related materials may be posted in the Employer's facilities or on the Employer's equipment except for the FOP/OLC bulletin boards. Only FOP/OLC material shall be permitted on the FOP/OLC bulletin boards.

Any violation of the provisions of this Article shall be immediately removed from the bulletin board by the Employer or by the FOP/OLC.

Section 3.9 Use of Departmental Mail Boxes The FOP/OLC shall be permitted to utilize, at no cost or loss of time to the Employer, the "In-House" mail system for the purpose of providing information pertaining to FOP/OLC business to bargaining unit employees.

The FOP/OLC agrees that the use of the mail system will be reasonable and limited to providing information that is necessary for the normal conduct of FOP/OLC business or bargaining unit representation. All mail placed into the

mail system by the FOP/OLC shall be the property of the bargaining unit members to whom it is addressed, and such mail shall not be subject to review by the Employer.

ARTICLE 4

MANAGEMENT RIGHTS

Section 4.1 Management Rights The FOP/OLC recognizes and accepts the right and authority of the Employer to determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as:

- A. To determine the functions and programs of the Employer;
- B. To determine the standards of services to be delivered;
- C. To determine the overall budget;
- D. To determine how technology may be utilized to improve the Employer's operations;
- E. To determine the Employer's organizational structure;
- F. To direct, supervise, evaluate or hire employees;
- G. To maintain and improve the efficiency and effectiveness of the Employer's operation;
- H. To determine the overall methods, process, means or personnel by which the Employer's operations are to be conducted;
- I. To suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

- J. To determine the adequacy of the work force;
- K. To determine the overall mission of the Office as a unit of government;
- L. To effectively manage the work force; and
- M. To take actions necessary to carry out the mission of the Employer as a government unit.

The FOP/OLC recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement shall remain the exclusive function of the Employer.

ARTICLE 5

NON-DISCRIMINATION

Section 5.1 Pledge Neither party will discriminate for or against any bargaining unit employee on the basis of age, sex, race, color, creed, handicap, marital status, national origin, political affiliation, affiliation with or non-affiliation with the FOP/OLC. The FOP/OLC shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Section 5.2 Plurals and Gender Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular. Words, whether in the masculine, feminine or neuter genders, shall be construed to include all of those genders. By the use of either the masculine or feminine genders, it is understood that the use is for

convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 6

RELEASE TIME FOP/OLC

Section 6.1 FOP/OLC Official The Chairman of the Grievance Committee is the highest ranking FOP/OLC official in the bargaining unit. He will be permitted time off as set forth below during the workweek to attend to FOP/OLC and Agreement matters within his capacity. During such service in this post, the FOP/OLC official shall continue his entitlement to wages, fringe benefits, seniority accrual and all other benefits allowed a bargaining unit member as though he were at all times performing his job-related duties.

During his term in office, the FOP/OLC official shall continue to be required to report daily to his supervisor at his assigned shift starting time, and he shall be required to apprise his supervisor of his whereabouts at all working times while he is performing the duties allowed by this Article. The Grievance Committee Chairman and/or recognized grievance representatives inclusive shall be granted time off not to exceed a total of two (2) hours per pay period to perform duties or to attend to FOP/OLC related activities. The Grievance Committee Chairman will be required to drop or forego any of the activities allowed by this Article, upon the direction of his supervisor, for the purpose of assisting in police work. Sufficient time to perform FOP/OLC functions will not

be unreasonably limited by the Employer or his supervisor, nor will the FOP/OLC official devote unnecessary paid time to these functions. None of the duties of the FOP/OLC official herein-described may be conducted on paid overtime hours, nor shall they be conducted if paid overtime hours are required to fill his vacancy.

The Employer shall make every effort to arrange the FOP/OLC officials schedule to allow attendance once per year to an Agreement related seminar at no cost to the Employer.

Section 6.2 Local Meetings The Employee so released for meetings within Perry County will carry a communication radio with him to the meetings or provide the dispatcher with the telephone number where they can be readily reached. They will maintain contact with the dispatcher and will be subject to call at any time during said meeting if it becomes necessary to perform a job related function.

Section 6.3 Grievance Time Time spent by the recognized grievance representative or the Grievance Chairman representing employees in scheduled grievance or disciplinary hearings shall not count against the two (2) hour per pay period release time.

ARTICLE 7

NO STRIKE – NO LOCKOUT

Section 7.1 Employee's Pledge All members of all four bargaining units pledge that they shall not plan, support or participate in any work slowdown, strike, or any other form of concerted activity which would amount to a withholding of services of their employment.

Section 7.2 FOP/OLC Pledge In the event of a violation of Section 7.1 of this Article, the FOP/OLC agrees, upon request by the Employer, to issue an immediate written demand to the employees of the Sheriff's Office disclaiming such violation and immediately ordering such employees to cease such activity and return to the normal operations of the Office.

Section 7.3 No Lockout The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the bargaining units as a result of a labor dispute unless said members are in violation of Section 7.1 or 7.2 above.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 8.1 Grievance Defined The Employer, the FOP/OLC, and the bargaining units recognize that in the interest of effective personnel management, a procedure is necessary whereby employees can be assured of a prompt, impartial and fair processing of their grievances. Such procedures shall be available to all employees and punitive action will not be taken against any employee for submitting a grievance in good faith. A grievance is a claim that there has been misinterpretation, violation, or misapplication of any of the provisions of this Agreement. Any grievance shall contain specific reference to the provision(s) of the agreement allegedly violated.

Nothing in this grievance procedure shall deny employees any rights available at law to achieve redress of their legal rights. However, once the employee elects as his remedy some other official body, (and that body takes jurisdiction), he is thereafter denied the remedy of the grievance procedure provided herein.

Section 8.2 Grievance Information All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties:

- A. Aggrieved employee's name and signature;
- B. Aggrieved employee's classification'

- C. Date grievance was first discussed and name of supervisor with whom the grievance was discussed;
- D. Date grievance was filed in writing;
- E. Date, time and location where grievance occurred;
- F. A description of the incidents giving rise to the grievance;
- G. Specific articles and sections of the Agreement violated; and
- H. Desired remedy to resolve the grievance.

Section 8.3 Class Grievance A grievance may be brought by an employee covered by this Agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one (1) employee, who may be an authorized grievance representative, shall be designated by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance, except those employees who may be on approved leave at the time of filing the grievance.

Nothing contained in this agreement shall be construed or intended to interfere with the right of any individual employee or group of employees to present grievances directly to the employer, provided that a representative of the union is given an opportunity to be present.

Section 8.4 Time Limits It is the intention of the parties that all time limits in the above grievance procedure shall be met. To the end of encouraging

thoughtful responses at each Step, however, the grievant and the Employer's designated representative may mutually agree, at any Step, to short time extensions, but any such agreement must be in writing and signed by both the parties. Similarly, any Step in the grievance procedure may be skipped on any grievance by mutual consent. In the absence of such mutual extensions, the employee may, at any Step where response is not forthcoming within the specified time limits, advance the grievance to the next step.

Section 8.5 Grievance Withdrawal Any employee 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 which is not processed by the employee within the time limits provided shall be considered resolved based upon Management's last answer.

Section 8.6 Grievance Representatives The FOP/OLC may designate not more than three (3) grievance representatives. From among these three (3) grievance representatives, the FOP/OLC may appoint a chairman. The FOP/OLC shall notify the Sheriff in writing of the names of the grievance representatives and the Grievance Chairman within thirty (30) days of their appointment.

The authorized functions of the Grievance Chairman, and a named alternate who shall serve as a Grievance Chairman in the absence or unavailability of the Grievance Chairman, shall include the following:

- A. Representing the employee in investigating and processing grievances beginning at Step Two of this procedure.
- B. Replacing a grievance representative who is absent or unavailable.
- C. General supervision and coordination of grievances in process on behalf of the FOP/OLC and of Grievance Representatives.
- D. Act as Liaison between the Employer's representatives and the FOP/OLC on matters concerning grievances and this procedure.

The Grievance Chairman shall be released from his normal duties, upon approval of his supervisor, to participate in the aforementioned duties without loss of pay or benefits. Such approval will not be unreasonably withheld, and the withholding of such approval shall result in an automatic, equivalent extension of time limits within which a grievant must appeal his grievance or have it heard. The Grievance Chairman shall notify his supervisor in advance of such duties.

Section 8.7 Grievance Meetings Grievance meetings at Step 2 shall normally be held at hours reasonably related to the employee's shift, preferably during or immediately before or immediately after his working hours. For grievances scheduled during the employee's work hours, neither the employee nor his authorized grievance representative shall receive any reduction in pay.

Employees and the authorized employee's representative shall not receive any overtime pay to engage in grievance activities provided for herein.

Upon advance notification (24 hours) either party may bring in additional representatives to Step 2 or Step 3 of the grievance procedure for the purpose of representation or to provide input which may be beneficial in attempting to bring resolution to the grievance.

Section 8.8 Calendar Days For the purposes of this Article all time periods referred to shall be calendar days and shall not count the day the grievance was presented or the actual day of the grievance meeting. All time periods will start the day after the grievance was presented or the day after the actual grievance meeting at Step 1 or Step2.

Section 8.9 Grievance Procedure An initial grievance must be submitted by the grievant within fourteen (14) calendar days of the occurrence or knowledge of the occurrence which gives rise to the grievance.

Step 1. Immediate Supervisor.

There shall be an earnest, honest effort to settle grievances promptly through oral discussion between the Employee and his immediate Supervisor.

If the Employee is not satisfied with the oral response from his immediate supervisor, he shall submit his written grievance to the immediate supervisor within the time limits stated above.

The immediate supervisor shall investigate the grievance and provide an appropriate answer within fourteen (14) calendar days following the date on which the written grievance was presented.

Step 2. Sheriff.

If the grievance is not settled at Step 1, the grievant shall submit the grievance and any pertinent documentation to the Sheriff, or his designee, within fourteen (14) calendar days of receipt of the step one response. The Employer shall schedule a meeting within fourteen (14) calendar days after receipt of the grievance, with the grievant and a representative of the FOP/OLC, if the employee chooses.

The Sheriff, or his designee, shall investigate and respond in writing to the grievant within fourteen (14) calendar days following the meeting.

Step 3. Arbitration.

If the employee is not satisfied with the answer in Step 2, within fourteen (14) calendar days the employee and/or the FOP/OLC may appeal to arbitration by serving written notice of intent to the Employer.

Upon receipt of a request for arbitration the Employer or his designee and the representative of the FOP/OLC shall within thirty (30) calendar days following the request for arbitration jointly request a list of impartial arbitrators from the Federal Mediation and Conciliation Service. The parties shall agree on a submission agreement outlining the specific issue to be determined by the arbitrator prior to requesting the list. Upon receipt of the list of arbitrators the parties shall select an arbitrator within thirty (30) calendar days from the date

the list is received. The parties shall use the alternative strike method from the list of arbitrators. The party requesting the arbitration shall be the first to strike a name from the list.

The remaining name shall be designated as the arbitrator. All procedures relative to the hearing shall be in accordance with the rules and regulations of the F.M.C.S.

The arbitrator shall hold the arbitration promptly and issue his decision within 30 days time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of specific articles and/or sections of this agreement. The arbitrators' decisions shall be consistent with applicable law. He may not modify or amend this agreement. In cases of discharge or of suspension the arbitrator shall have the authority to modify said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the issue was qualified to become a grievance in Step 1 of the grievance procedure.

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 arbitrators jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

Findings of the arbitrator will be binding on both parties and will be

submitted to both parties in writing. All costs directly related to this Step 3 shall be equally divided by the parties. Prior to the arbitration hearing, either party may request from the other party information related to the grievance. Such request shall be in writing and contain sufficient description so as to permit the other party to understand what information has been requested. The party to whom such request is made shall comply with the request within a reasonable amount of time. A party's request for information shall not be used to harass the other party or to cause delay or prejudice to the arbitration process.

ARTICLE 9

INVESTIGATION AND DISCIPLINE

Section 9.1 Internal Investigations During an interview or investigation an employee may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, but only after being advised that such refusal may be the basis for such a charge.

During interviews where an action of record may occur, if an employee desires, he shall be given a reasonable opportunity (not to exceed 24 hours) to consult with the appropriate FOP/OLC representative and/or an attorney before being required to answer questions.

Any interrogation, questioning, or interviewing of an employee will be conducted at hours reasonably related to his shift, preferably during, or

immediately before or immediately after his working hours. Interrogation sessions shall be reasonable periods of time, and time shall be allowed during such questioning for rest periods and attendance to other physical necessities.

At the request of either party, interviews or portions of interviews with an employee, conducted during the course of an inquiry will be taped (audio). Tapes may be made by either party. The employee and/or his legal counsel will be afforded the opportunity, upon written request directly to the Sheriff to listen to and make personal notes regarding a tape made of his interview subsequent to that interview. If only one (1) tape is made the other party will be given a copy. If a transcript of the tape is made by the Employer, the employee will be provided a copy of such transcript upon written request directly to the Sheriff.

When an employee is interviewed in an investigation of any other employee, such interview shall be conducted in accordance with the procedures established herein.

When any anonymous complaint is made against an employee and if after an investigation there is no corroborative evidence of any kind, then the complaint shall be classified as unfounded and no further action will be taken. The complaint shall not appear in the employees personnel file.

Any employee, who is charged with violating Department Rules and Regulations will be provided access to transcripts, reports, records, lists, written statements, and tapes pertinent to the case if such have been shown to an outside complainant in the case and/or are to be used in the pre-disciplinary

hearing on the charge involved. Normally, after a lapse of sixty (60) calendar days no employee shall be charged with a rules violation that would not amount to a violation of law. If the Employer needs an extension of the sixty (60) day time limit, the employer shall notify the employee and union in writing the need for an extension of an additional thirty (30) days.

The Employer will not use a polygraph machine to investigate the truth of statements made by employees without the consent of the employee.

Any employee who has been under investigation shall be informed, in writing, of the outcome of the case at the conclusion of the investigation. All investigations, except those concerning felony charges, shall be completed within sixty (60) calendar days of the filing of the complaint, unless an extension of the time limit has been granted. Any discipline or corrective action must be issued within thirty (30) days following the conclusion of the pre disciplinary hearing.

At any time an investigation concerning an employee occurs wherein disciplinary action of record, suspension, reduction, or removal will or may result, the employee will be notified when he is first questioned, that such result is possible.

Section 9.2 Disciplinary Procedure No employee shall be reduced in pay or position, suspended or removed except for just cause.

Except in instances where the employee is found guilty of gross misconduct, the employer shall apply discipline in a progressive, corrective and

uniform manner. For the same or similar violations normal progressive discipline shall consist of an oral warning, written reprimand, short term suspension, and either a long term suspension, demotion or discharge.

The Employer shall take corrective action deemed necessary by the circumstances on a case-by-case basis.

The Employer agrees not to suspend, demote or discharge an Employee without first arranging for a hearing. This hearing is to be held between the Employer, the employee, and an FOP/OLC representative if the employee so desires. Hearings where practical, as determined by the Employer, shall be conducted at hours reasonably related to the employee's shift, such as during, immediately before or immediately after his working hours.

Any employee under indictment who is not disciplined or discharged by the Employer, may be placed on a leave of absence without pay until resolution of the court proceedings. An employee may use accrued vacation time during the leave. An employee found guilty by a competent court of jurisdiction may be discharged without recourse to the grievance procedure; an employee found not guilty or acquitted shall be made "whole" in salary and/or time used.

Disciplinary actions, suspensions, demotions and terminations may be appealed through the grievance and arbitration procedure. Appeal-able disciplinary actions must be filed at Step 2 of the grievance procedure within fourteen (14) calendar days from the receipt of the notice of discipline by the employee. Oral and Written reprimands may be appealed through the grievance

process to the Sheriff (Step 2) but are not appeal-able through the arbitration procedure.

The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

Employees who have been suspended without pay for eighty (80) work hours or less may request to forfeit accrued vacation leave in lieu of such suspension on a day for day basis. Should the parties agree to such forfeiture, it shall constitute corrective action of record. A record of such forfeiture shall be noted in the employee's personnel file and shall constitute the final and binding resolution of the agency charges.

ARTICLE 10

LAYOFF AND RECALL

Section 10.1 **Seniority** A seniority list of the bargaining units shall be kept in the Sheriff's office, and shall be updated as necessary. A copy shall be available for inspection in a location designated by the Sheriff. Seniority rights shall be within the classification, from the date of entry into the classification, with the following exception. Deputy Sheriffs with the rank of Sergeant will have the right to bump into the lower Deputy Sheriff classification, if their seniority qualifies.

Section 10.2 **Layoff** When the employer determines that a long term layoff or job abolishment is necessary, it shall notify the affected employees ten (10) working days in advance of the effective date of the layoff or job abolishment. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less, as soon as possible. The Employer, upon request from the FOP/OLC agrees to discuss, with representatives of the FOP/OLC, the impact of the layoff on bargaining unit employees.

The Employer shall determine in which classification layoffs will occur and layoffs of bargaining unit Employees will be by classification. Employees shall be laid off within each classification in order of seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off. If two or more employees began work on the same day, their respective appointment times shall determine seniority listing. In the event of a layoff the Employer may reassign any employee qualified and/or certified (if certification is needed) to perform the duties of laid off employee.

All temporary, intermittent, part-time and seasonal employees of the classification will be laid off before members of the bargaining units. No temporary, intermittent, part-time or seasonal employees from any other classification will be used in a classification where layoffs have occurred.

Section 10.3 **Recall List** When employees are laid off, the Employer shall create a recall list for each classification. The Employer shall recall employees

from layoff within each classification as needed. The Employer shall recall such employees according to seniority, beginning with the most senior employee in the classification and progressing to the least senior employee up to the number of employees to be recalled. An employee shall be eligible for recall for a period of one year after the effective date of the layoff.

When the Employer recalls persons off the list, they shall be recalled to their previous classification, but not necessarily to the shift on which they were working when laid off.

If a Sergeant has bumped back into the Deputy Sheriff classification, he shall be reinstated to a vacancy in his prior rank before any laid off employee shall be reinstated to a position in that rank.

Section 10.4 **Notice of Recall** Notice of recall shall be sent to the employee by certified or registered mail with a copy to the FOP/OLC. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested to the last address provided by the employee.

All members of the bargaining units with recall rights must be given the right to reinstatement before any temporary, intermittent, part-time, seasonal or other full time employees may be rehired in the Sheriff's Office.

Section 10.5 **Time to Report** The recalled employee shall have seven (7) calendar days following the date of mailing of the recall notice to notify the

Employer of his intention to return to work and shall have ten (10) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

Section 10.6 Probationary Time Employees recalled from layoff shall not serve a probationary period upon reinstatement, however, an employee laid off during any probationary period shall begin a new probationary period.

ARTICLE 11

RULES AND DIRECTIVES

Section 11.1 Rules and Directives The Employer agrees that existing work rules and directives shall be reduced to writing and a copy made available to all members. The Employer agrees that to the extent possible, new or revised work rules and directives shall be provided to members one (1) week in advance of their implementation. In the event an employee wishes to present the bargaining unit's views regarding this article, a meeting under the Labor/Management article may be requested.

All work rules or directives shall be applied and interpreted uniformly. Work rules or directives cannot violate this Agreement.

ARTICLE 12

SENIORITY

Section 12.1 Definition Seniority shall be defined as the length of total continuous full-time service with the Perry County Sheriff's Office.

The following conditions shall not constitute a break in continuous service.

- A. Absence while on approved leave of absence;
- B. Absence while on approved sick leave;
- C. Military leave; and;
- D. A layoff of one (1) year duration or less.

The following conditions constitute a break in continuous service for which seniority

is lost.

- A. Discharge or removal for just cause;
- B. Retirement;
- C. Layoff for more than one (1) year;
- D. Failure to return to work within ten (10) calendar days of a recall from layoff;
- E. Failure to return to work at the expiration for approved leave of absence; and;
- F. A resignation.

Section 12.2 **Assignments** The Sheriff shall give consideration to the seniority of the applicants in making assignments. When all other objective criteria are equal, as determined by the Sheriff, seniority will be the deciding factor.

ARTICLE 13
PERSONNEL FILES

Section 13.1 **Personnel File** There shall be only one official personnel file for each employee, in the Sheriff's Office.

Every employee will be allowed, in the presence of a management representative, to review the contents of his personnel file, at any mutually agreed to reasonable time. Any employee wishing to review his file will make a written request to the Sheriff, who will then permit the employee and/or his authorized representative, to examine the file.

Section 13.2 **Duration/Expungement** Records of oral reprimands and/or verbal reprimands or warnings shall cease to have force and effect or be considered in future disciplinary matters six (6) months after the date of infraction. Records of written reprimands, suspension, demotion or discharge shall cease to have force and effect or be considered in future disciplinary matters one (1) year after the date of infraction, providing there are no intervening disciplinary actions taken during that time period. Upon request of

the employee, outdated disciplinary records shall be removed from the personnel file entirely.

Section 13.3 **Employee Comments** If upon examining his personnel file, any employee has reason to believe that there are inaccuracies in documents continued therein, the employee may write a memorandum to the Sheriff explaining the alleged inaccuracy. If the Sheriff concurs with the Employee's contentions, he shall remove the faulty document. If the Sheriff disagrees with the employee's contention; he shall attach the employee's memorandum to the document in the file and note thereon his disagreement with the memorandum's contents.

In any case in which an action of record is disaffirmed through the Grievance Procedure and/or by a court of competent jurisdiction, the employee's personnel file shall clearly reflect such disaffirmance and the material removed.

Section 13.4 **File Material** Except for routine hiring material and workers compensation claims material, no document which does not include as part of its normal distribution a copy to the employee, or which does not originate with the employee shall be placed in the personnel file unless the employee is simultaneously provided a copy. Anonymous material shall never be placed in an employee's personnel file. Any employee's signature on a document shall mean he has seen the document and not that he agrees with its content unless

it is so stated on the document. The employee shall be the last person to sign a document and no comments may be made on recorded copies thereafter. If the employee refuses to sign a document, the Sheriff, or his designee shall note such on the document and forward a copy to the employee.

Section 13.5 **Copies** Bargaining unit members may copy any document from his file. Upon request by the Employer, employees shall pay ten (10) cents per copy for any materials copied.

ARTICLE 14

LABOR/MANAGEMENT MEETINGS

Section 14.1 **Meetings** In the interest of sound Labor/Management relations, the FOP/OLC and the Employer will meet at agreeable dates and times for the purpose of discussion those matters outlined below. No more than three (3) employee representatives of the FOP/OLC, three (3) representatives of the Employer and one (1) non-employee representative of the FOP/OLC shall be permitted to attend such meetings.

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

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1. Discuss the administration of this Agreement;
2. Notify the FOP/OLC of the changes made by the Employer which may affect Bargaining Unit members;
3. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
4. Disseminate general information of interest to the parties;
5. Give the FOP/OLC representative the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members;
6. Discuss ways to improve efficiency and work performance;
and
7. Consider and discuss health and safety matters.

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

ARTICLE 15

WAIVER IN CASE OF EMERGENCY

Section 15.1 **Waiver** In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, or the Perry County Sheriff, for such acts of God and civil disorder, the following conditions of this agreement shall automatically be suspended:

1. Time limits for replies on grievances;
2. Necessary work rules and/or agreements and practices relating to the assignments of all employees.

Upon termination of the emergency, should grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this agreement and shall proceed from the point in the grievance procedure to which they (the grievances) had properly progressed.

ARTICLE 16

SEVERABILITY

Section 16.1 **Severability** This Agreement supersedes and replaces all pertinent statutes, rules and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. If a Court of Competent jurisdiction finds any provision of this Agreement to be invalid, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

The parties agree that should any provision of this Agreement be found to be invalid, that upon the written request of either party, they will schedule a meeting within twenty (20) calendar days at a mutually agreeable date and time to discuss by good faith negotiations alternative language on the same subject.

ARTICLE 17

JOB RELATED TRAINING

Section 17.1 **Training** The Sheriff may provide employees the opportunity to further their job performance by education and training at an accredited school dealing with their job duties.

ARTICLE 18

EQUIPMENT, TRAINING AND WORKING CONDITIONS

Section 18.1 **Safety Policy** The Employer agrees to maintain in safe working conditions all facilities, vehicles and equipment furnished by the Employer to carry out the duties of each bargaining unit position. The FOP/OLC agrees to work cooperatively in maintaining safety in the Perry County Sheriff's Office.

Section 18.2 **Safe Equipment** The Employer agrees to discuss safety conditions and practices with the employees and the FOP/OLC. Employees are responsible for reporting unsafe conditions or practices, for avoiding negligence, and for properly using and caring for facilities, vehicles, supplies, and equipment provided by the Employer.

Section 18.3 **Vehicle Assignment** All deputies will be furnished a vehicle that may be driven home and parked at their residence during "off-duty" hours. It shall be a condition that the officers must live within Perry County, or with an approved exception by the Sheriff, for this to be allowed. For Deputies assigned to the patrol division, the vehicle furnished to them shall be a marked vehicle.

Deputies are not guaranteed that a vehicle will always be available to take home. Circumstances may result in a vehicle not being available at all times.

Deputies with assigned "take home" vehicles shall be responsible for the cleanliness of the vehicle (inside and out). In the event that the Deputy is was originally assigned does not solely keep by the vehicle to; then it shall be each deputy's responsibility that drives that vehicle to maintain its cleanliness (inside and out).

It will be each deputy's responsibility to report all damages to any vehicles owned by Perry County and further to prepare and submit in writing any request for repairs, services, or damages needing repairs.

Auxiliary deputies will not be permitted to take marked units specifically assigned to road deputies, unless approved by the Sheriff ~~or Chief Deputy~~.

Section 18.4 **Training** The Employer agrees to supply training, equipment and materials for such training as is required by the Sheriff as a condition of employment.

Section 18.5 **Firing Range** Regular Deputy Sheriffs shall qualify on the firing range one (1) time each year. The dates for qualification shall be set by the Sheriff. Each officer shall qualify with the weapons to be carried on duty and off duty.

Section 18.6 **Range Costs** The Employer shall assume the cost of range expenses for regular Deputy Sheriffs covered by this agreement for qualifying with their on duty weapon and shotgun.

Section 18.7 **Lunch Periods** Each employee of the bargaining unit shall be granted a one-half (1/2) hour meal period during each regular work shift as scheduled by their immediate supervisor. Those employees required to remain on duty and on call during their meal period, shall have the meal period considered as part of their standard workday schedule.

Deputies while on patrol assignment shall avoid as much as practical unnecessary or unreasonable travel for the purpose of obtaining their meals. Employees confined inside shall be provided facilities to heat or keep their meals cold.

Section 18.8 **Purchase of Duty Weapon at Retirement** A Deputy retiring in good standing and with at least twenty years of fulltime service from the Perry County Sheriff's Office, shall be permitted to purchase his/her service weapon from the County for the sum of \$1.00. The deputy shall also be entitled to receive a badge signifying his/her retirement.

ARTICLE 19
HOURS OF WORK

Section 19.1 **Purpose** This article is intended to define the hours of work per day and hours of work per week or per pay period. This article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day, per week or per pay period. The intent of this article is to give the flexibility to work out schedules that benefit both the Sheriff and the employees of the bargaining unit.

Section 19.2 **Work Day/Week/Pay Period** A workday shall consist of eight (8) consecutive hours, ten (10) consecutive hours or twelve (12) consecutive hours during a scheduled work shift. Except to accommodate change of shifts or days off, a workweek shall normally consist of five (5) work days followed by two (2) consecutive days off for those employees who are normally assigned to work an eight (8) hour shift.

The normal workweek for those assigned ten (10) hour shifts shall be four ten (10) hour workdays with three consecutive days off in a seven day period. The workweek shall be computed between 12:01 a.m. on Sunday of each calendar week and 12:00 midnight the following Saturday.

For those employees normally assigned a twelve hour shift, they shall normally be assigned to work seven (7) twelve (12) hour shifts or a total of eighty-four (84) hours in every two week pay period (fourteen calendar day period).

Employees working twelve hour shifts shall receive eighty-four hours straight time pay each pay period.

Section 19.3 **Overtime** When an employee is required to work in excess of the work day, work week, pay period or twenty eight day period as defined in Section 19.2 above, an Employee shall be paid overtime pay for such time over eight (8) hours in one day or forty (40) hours in one week for employees assigned an eight (8) hour shifts at one and one-half (1/2) times his regular hourly rate of pay. Employees assigned twelve hour shifts shall receive overtime compensation for all hours worked in excess of twelve (12) hours in any given day or any hours in excess of eighty-four (84) hours within any pay period or more than one hundred and sixty-eight (168) hours in the twenty eight day pay cycle, depending on the twelve hour shift schedule. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. Employees shall have the option to receive overtime pay or compensatory time at one and one half hours for each hour worked.

Section 19.4 **Guarantee** The Sheriff agrees to not reschedule employees after the start of the employee's workweek for the sole purpose of the avoidance of the accumulation of overtime for that employee. The Sheriff may, however, alter an employee's schedule during this period for the purpose of covering a shift left short due to the use of scheduled or unscheduled time off by another employee.

Section 19.5 **Court Time** Employees shall be paid at the appropriate hourly rate of pay for required job-related appearances, for hours actually at court. For each such appearance while off-duty, employees shall be paid a minimum of two (2) hours pay at the appropriate hourly rate. An employee who reports for court appearances shall not be required to stay past actual time spent in court.

Section 19.6 **Call In** "Call-in" occurs when a supervisor specifically requests an employee to return to work after the employee has left work upon completion of the regular day's work, but before he is scheduled to return to work.

When an employee is called in he shall be paid at the appropriate hourly rate for time worked but no less than two (2) hours for such "call-in".

ARTICLE 20

WAGES

Section 20.1 Wages

Effective January 1, 2012 bargaining unit employees, in all classifications and steps shall be compensated according to the wage scale listed in Appendix A. That wage scale reflects a three percent (3%) increase to the 2011 wage scale.

Longevity Pay – Effective January 1, 2012 the following longevity pay shall be added to each qualified employee's bi-weekly base pay. Must be with continuous service.

Two (2) years service	–	Two (2%) per cent
Four (4) years service	–	Three (3%) per cent
Six (6) years service	–	Four (4%) per cent
Eight (8) years service	–	Five (5%) per cent
Ten (10) years service	–	Six (6%) per cent
Fifteen (15) years service–		Seven (7%) per cent
Twenty (20) years service –		Eight (8%) per cent
Twenty five (25) years service–		Nine (9%) per cent

ARTICLE 21

SHIFT DIFFERENTIAL

Section 21.1 **Shift Differential** Employees shall receive a shift differential in addition to their regular pay when assigned to work the first or third shifts.

Said differential shall be

Third Shift 1600 hrs to 2400 hrs \$0.50 (Fifty cents)

First Shift 0000 hrs to 0800 hrs \$0.50 (Fifty cents)

ARTICLE 22

VACATIONS

Section 22.1 **Vacation Schedule and Accrual** All full-time employees of the Perry County Sheriff's Office will be eligible for paid vacation leave according to the following schedule:

<u>Length of Service</u>	<u>Vacation Credit</u>
After 1 year	2 weeks – 80 hours
After 5 years	3 weeks – 120 hours
After 10 years	4 weeks – 160 hours
After 15 years	5 weeks – 200 hours

After 25 years

6 weeks – 240 hours

Vacation leave accrues while an employee is in active pay status. No vacation is earned while an employee is in a no pay status in excess of 15 days nor is additional vacation time accrued by an employee for paid overtime accumulation.

Section 22.2 **Vacation Selection** The order of picking an annual vacation shall be by classification seniority and date of submission of request. The first week of January, the Employer shall post a vacation chart—listing employees by classification seniority. Employees shall have until March 1st to fill in their request by their seniority ranking. Employees failing to request a vacation on this chart shall be considered to have waived their annual vacation seniority for that calendar year. Each employee entitled to a vacation will schedule and complete at least one (1) week of vacation on consecutive days. The balance may be taken in units of not less than one (1) day, subject to the provisions in Section 22.3.

Section 22.3 **Non-Prescheduled Vacations** An employee requesting non-prescheduled vacation must submit a request to the Employer at least three (3) business days prior to commencement of such leave. This provision may be waived at the discretion of the Employer or his designee. The order of picking a vacation under this Section 22.3 shall be by classification and the date of submission of the request.

Section 22.4 **Unused Vacation** Any employee will be entitled to vacation compensation, at their regular rate of pay for the pro-rated portion of any earned but unused vacation leave to their credit at time of separation from the Sheriff's Office, not to exceed the limits set in Section 22.5. Employees may sell back one (1) week (40 hours) of unused vacation time at the end of each year. Payment is to be made December 1 of each year.

Section 22.5 **Vacation Accumulation** Employees may accumulate no more than three (3) years earnings of vacation time.

ARTICLE 23

HOLIDAYS

Section 23.1 **Holidays** The following are designated as paid Holidays:

- | | | |
|----|------------------------|-------------------------|
| 1. | New Years Day | January 1st |
| 2. | Martin Luther King Day | 3rd Monday in January |
| 3. | President's Day | 3rd Monday in February |
| 4. | Memorial Day | Last Monday in May |
| 5. | Independence Day | July 4th |
| 6. | Labor Day | 1st Monday in September |
| 7. | Columbus Day | 2nd Monday in October |
| 8. | Veterans Day | November 11th |

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- | | | |
|-----|-------------------|--------------------------------------|
| 9. | Thanksgiving Day | 4 th Thursday in November |
| 10. | Christmas Eve Day | December 24th |
| 11. | Christmas Day | December 25th |
| 12. | New Years Eve Day | December 31 st |

The enumerated holidays shall fall on the calendar days listed above or as declared by the appropriate governmental body, or in the absence of such declaration, as declared by the Sheriff.

Section 23.2 **Holiday Overtime** Whenever an employee is required to work on a holiday the employee shall be paid at the rate of three (3) times for all hours worked on the holiday, provided the employee has been in paid status for forty (40) hours of that given week and the employee is not on sick leave the day before or the day after.

Whenever an employee is not required to work on holiday the employee shall be paid a regular days pay at straight time or, with the employer's approval, select another day off within ninety (90) days. This provision shall not apply to employees who are in sick leave status on a holiday unless the employee furnishes a signed statement from a doctor verifying and identifying the sickness.

ARTICLE 24

CLOTHING ALLOWANCE

Section 24.1 **Allowance** The Employer shall furnish the basic uniform in serviceable condition for all employees required to wear same according to the schedule in Section 24.4. All uniforms purchased by the Employer remain the property of the Employer and must be turned in when separated from employment.

Uniform items not accounted for shall be replaced at the employee's expense. Failure to do so shall result in the value of the uniform items not accounted for being withheld from the employee's separation pay.

Bargaining Unit's A and B employee's, who perform duties that require them to wear plain clothes a majority of the time, shall have the use of the Sheriff's Office credit card for the purpose of purchasing non uniform clothing. The total amount shall not exceed three hundred dollars (\$300.00) each calendar year. That clothing shall then become the property of the employee.

Section 24.2 **Repair or Replace of Uniforms** The Employer shall repair or replace all uniform items damaged or destroyed in the line of duty so long as the damage is not due to the employee's negligence.

Section 24.3 **Cleaning** Cleaning of the uniforms shall normally be the responsibility of the employee. Each member required to wear a uniform shall

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receive a total of one hundred fifty dollars (\$150.00) on an account for cleaning in the amount of one hundred fifty dollars (150.00) at an approved dry cleaning service for the sole purpose of cleaning uniform items. This check or account is to be paid in January of each year or the account accredited.

Section 24.4 **Replacement and Schedule**

	<u>DEPUTY</u>	<u>DISPATCHER</u>
TROUSERS/SLACKS	5	3
SHIRTS/BLOUSE WINTER	4	3
SHIRTS/BLOUSE SUMMER	4	3
COAT, WINTER/SUMMER	1	1
BOOTS SHOES	1 PAIR	1 PAIR
TIE	2	2
HAT - WINTER	1	0
HAT - SUMMER	1	0
RAINCOAT	1	0
HAT BADGE	1	0
BREAST BADGE METAL	1	0
COLLAR BRASS & RANK INS.	1	1
NAME PLATE METAL	1	1
WHISTLE	1	0
WHISTLE CHAIN	1	0
GARRISON BELT	1	0
GUN BELT	1	0
HOLSTER	1	0
MAGAZINES/SPEEDLOADERS	3	0
HANDCUFFS WITH CASE	1	0
HANDCUFF KEY	1	0
BELT KEEPERS	6	0
COOK WHITES	0	0
SHOULDER PATCHES	18	14

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SEW ON BADGE	1	8
TIE CLIP	1	1
AWARDS/RIBBONS	IF APPLICABLE	
TROOPER HATS	1	0
IDENTIFICATION CARD	1	1

Section 24.5 **Protective Vests** Deputies regularly assigned to the patrol division who request in writing the issuance of a protective vest shall be provided a protective vest at no cost to the Deputy. Once a vest is requested and issued, it shall be a condition of employment for the Deputy to wear the vest at all times while on duty and/or in uniform.

Section 24.6 **Repair or Replacement of Personal Items** The Employer shall replace or repair the following personal items damaged or destroyed in the line of duty so long as the damage is not due to the employee's negligence:

Eyeglasses Replacement cost, including eye examination, if ordered by the Court in appropriate criminal or civil action.

Watches Replacement cost up to \$75.00.

ARTICLE 25

INSURANCE

Section 25.1 **Insurance Coverage**

During the life of this Agreement, the Employer shall furnish substantially the same health insurance as is currently in effect, inclusive of a \$200.00 deductible. For the life of this contract the employees shall pay the ten (10%) percent of the monthly premium rate for single, double or family coverage and the balance of the premium paid by the Employer, unless the County charges less than ten (10%) of the premium from other County employees (If other employees in the County pay less than ten percent then bargaining unit members shall pay the same percent). Any employee that opts out of the County Insurance plan shall be paid a yearly lump sum payment of \$600.00 paid the first pay after December 1 of each year. The \$600 yearly amount will be pro-rated on a daily basis for any period less than one full year. In the event the County Policy changes to provide an amount greater than the current \$600 yearly opt out, then that amount shall also apply to bargaining unit members.

Section 25.2 **Liability Insurance** During the life of this agreement the County will maintain a professional liability insurance policy with the limits at least to the current levels.

Section 25.3 **Life Insurance** The Employer shall provide a twenty thousand dollar (\$20,000.00) life insurance policy with an AD&D rider at no cost to the employee.

ARTICLE 26

LEAVES

Section 26.1 **Injury Leave** Any employee who is disabled as a result of a physical injury suffered in the discharge or performance of his duty, which physical injury is not the result of "horseplay" or negligence by the employee, shall be entitled to receive his full salary during such period of disability, but in no case for a longer period than fourteen (14) calendar days, without using accumulated sick leave.

The following conditions will apply to injury leave.

1. The employee must file a Workers' Compensation claim for medical benefits to qualify for injury leave.
2. The employee must submit a statement by a physician, which shall include a diagnosis and an estimate of recovery time to justify use of injury leave. An employee applying for Injury Leave hereunder shall authorize the release to the Employer of all medical information pertinent to the occupational injury or illness possessed by the employee's treatment physician(s) and treatment facility(ies), if so requested by the Employer or his designee.

3. If the Employer still disputes the injury leave request, the employee shall submit himself to a physical examination conducted by a doctor chosen and paid for by the Employer.
4. If the doctor chosen by the Employer disagrees with the employee's doctor, the parties will wait until the Industrial Commission decides the Workers' Compensation claim. If the claim is allowed, the employee will be paid his injury leave. If the injury claim is denied by Workers' Compensation, the employee will revert to sick leave status, and shall be charged with sick leave, compensatory time, anti/or vacation leave for all time paid by the Employer for Injury Leave. On the issue of injury leave, the decision of the Industrial Commission on the employee's Workers' Compensation claim will be determinative. No subsequent court decision on the Workers' Compensation Claim will affect injury leave and the decision of the Industrial Commission will not be subject to the grievance procedure.
5. 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, he shall remit to the Employer any moneys 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 his recovery, after deduction for attorney fees and costs of litigation.

6. No employee, while on injury leave, shall be employed by another employer or self-employed, without prior approval of the Employer. If the employee is found to be employed by another employer or self-employed, the Employer may implement disciplinary action.

Section 26.2 **Sick Leave** For each completed eighty (80) hours in active pay status, an employee earns sick leave credit at the rate of four and six tenths (4.6) hours. Active pay status shall be defined as hours worked, hours on approved paid leave, and hours on paid sick leave.

Sick leave may be requested for the following reasons:

1. Illness of the employee or a member of his immediate family.
2. Exposure of employee or a member of his immediate family to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others.
3. Death of a member of the employee's immediate family.
4. Medical, dental or optical examinations or treatment of employee or a member of his immediate family which cannot be scheduled (during non-working hours).
5. Childbirth, and/or related medical condition where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.
6. Injury of the employee after "injury leave" has expired.

Employees can use up to five occurrences (occurrence is each whole or partial day an employee takes off without medical documentation) use of sick leave in any calendar year, without question. Beginning with the sixth occurrence of a one day or more use of sick leave the following steps will apply.

1. Any occurrence of sick leave usage without medical documentation, where the employee or immediate family member required medical attention, shall be counted against the five occurrences of sick leave. (An employee off for one day or more and providing the Sheriff with medical documentation for the reason for the absence shall not be count against the five occurrences.)
2. On the Sixth occurrence within the calendar year the employee shall not receive sick leave pay for such absence.
3. On the seventh occurrence and any subsequent sick leave usage, the employee shall not be paid for such absence and shall also receive a verbal warning that any such subsequent absences shall result in progressive discipline. Progressive discipline for subsequent absences past the seventh occurrence shall be in the following order; Verbal warning, Written Reprimand, One day suspension, three day suspension, ten day suspension and then termination.
4. In addition to the above procedure to deter to abuse of sick leave the following schedule for an annual sick leave sell back shall be

implemented. The employee will have the option of selling back up to forty hours of sick leave each December of the contract. The pay-out shall be hour for hour based on the amount of usage and paid in the first pay of December of each year of the contract. For computation of how much sick leave the employee has used in the previous twelve months excluding use of sick leave for funeral leave as defined in this article, the time period is from December 1 of the preceding year through to December 1 of the year the employee sells back sick leave. This incentive is paid out at one hours pay for each hour sold back. The following table showing the amount of usage and amount qualifying to sell back each year of the contract.

Amount of Usage in previous twelve months	Amount eligible to sell back in December
0 to 8 hours	40 hours
9 to 16 hours	32 hours
17 to 24 hours	24 hours
25 to 32 hours	16 hours
33 to 40 hours	8 hours
41 or more hours	0 hours

Use of sick leave for funeral leave for "immediate family" means mother, father, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, legal guardian or other person who stands in the place of parent when hospitalization or death occurs. For use of sick leave for illness, exposure to contagious disease or medical examinations or treatments, the employee's immediate family means mother, father, spouse or child. Three days of sick leave may be used for the death of a member of the employee's immediate family for the purpose of attending the funeral and other matters directly related to the death and funeral of the immediate family member.

An employee requesting sick leave shall inform the Sheriff or other appointed person of the fact and the reason two (2) hours prior to the time he is scheduled to report to work on each day of absence unless other arrangements have been made with the supervisor. The employee will submit to such medical examination, nursing visit or other inquiry the Employer deems necessary.

Sick leave shall be charged in minimum units of one (1) hour. The amount of sick leave time any employee may accrue is unlimited. Employees absent on sick leave shall be paid at their regular rate of pay.

Upon the employee's request, vacation leave may be used as sick leave after sick leave is exhausted. In order to use vacation leave for this purpose, the request for use must be made in accordance with the provisions in Article 22 Section 22.3 (none-prescheduled vacation). Employees, who have exhausted

sick leave and vacation leave may, at the discretion of the Sheriff be granted an unpaid personal leave of absence, not to exceed six (6) months.

Employees who transfer between County Departments, or agencies, or who are appointed, reappointed or reinstated within ten (10) years of prior government service will be credited with unused balance of sick leave. Upon formal retirement, under the provisions of the Public Employee's Retirement System, an employee with a minimum of ten (10) years' continuous service may convert for cash payment up to one quarter (1/4) of his accumulated but unused sick leave, not to exceed a maximum of two-hundred forty (240) hours. Accepting the cash payment eliminates all remaining sick leave balance up to that time. When employee(s) pass away while in active employment, the surviving spouse or others, as spelled out in Section 2113.04 O.R.C., will be eligible to receive sick leave payment for which the decedent would otherwise have qualified.

Section 26.3 **Military Leave** The Employer and Employees agree to abide by all laws and rules set forth in the Uniformed Services Employment and Reemployment Rights Act and any other applicable State or Federal law pertaining to employee's who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, or members of other reserve components of the Armed Forces of the United States.

Section 26.4 **Leave of Absence** The Sheriff may grant a leave of absence to any employee for a maximum duration of six (6) months. Such a leave may not be renewed or extended beyond six (6) months.

1. The authorization for a leave of absence without pay is a matter of administrative discretion. The Sheriff will decide in each case if a leave of absence is to be granted.
2. An employee on leave of absence shall not earn sick leave or vacation leave credit.
3. No leave of absence shall be granted for the purpose of working another job. An employee may return to work before the scheduled expiration of leave. If an employee fails to return to work at the expiration of an approved leave of absence, such employee, absent extenuating circumstances, shall be removed from his position and shall not receive seniority time for the period of leave.

If it is determined that an employee is not actually using the leave for the purpose specified, the Employer may cancel the leave and provide the employee with written notice directing the employee to return to work, and take such disciplinary action the Employer deems appropriate.

Upon completion of a leave of absence the employee is to be returned to the position formerly occupied or another position at a similar level should the original position be abolished.

Section 26.5 **Family and Medical Leave**

Eligibility – Employees who have been employed for at least twelve (12) months and who have completed at least one thousand two hundred and fifty (1,250) hours of service with the Sheriff's Office during the twelve (12) month period immediately preceding the commencement of leave shall be eligible for Family and Medical Leave as provided herein.

Amount and Usage – Eligible employees shall be entitled to a total of twelve (12) work weeks of paid and/or unpaid FML leave during the twelve (12) month period measured forward from the date the employee's first family medical leave began. Leave may be taken for the following reasons:

- a. Because of the birth of a child of the employee or placement of a child with the employee for adoption or foster care;
- b. In order to care for the spouse, child, parent or one who stood in place of a parent of the employee, if spouse, child, parent or "in loco parentis" has a serious health condition; or
- c. Because of a serious health condition that makes the employee unable to perform the essential functions of the employee's position.

Other Leave – Employees shall be required to use all accrued sick, vacation, holidays, injury leave (if applicable) and other paid leave prior to being granted a Family and Medical Leave. The combined period of leave, including vacation, holidays, sick leave, other paid leave and family and medical leave shall not exceed the total of twelve (12) workweeks during the twelve (12) month period measured forward from the date the employee's Family and Medical Leave began.

Exhaustion – In the event of the continuation, reoccurrence or onset of a serious health condition after the employee has exhausted the twelve (12) workweeks of leave as provided in this policy, the employee may request an unpaid disability leave of absence as outlined in the collective bargaining agreement.

Husband and Wife – In any case in which a husband and wife, both employed by the Sheriff's Office request leave due to the birth or placement with the employee's of a child or to care for either employee's parent who has a serious health condition, aggregate number of workweeks of Family Medical Leave to which both employees shall be entitled shall be limited to twelve (12) workweeks during the then current calendar year.

Intermittent/Reduced Leave

- a. Leave due to the serious health condition of the employee or the employee's spouse, child, or parent may be taken intermittently or on a reduced leave schedule when medically necessary. The Sheriff may require an employee taking leave in this manner for planned medical treatments to transfer temporarily to an alternative position which has equivalent pay and benefits and better accommodates the recurring periods of leave.
- b. The taking of leave intermittently or on a reduced leave schedule shall not result in a reduction in the total amount of leave to which the employee is entitled in accordance with this policy.
- c. Leave due to the birth or placement with the employee of a child shall not be taken on an intermittent or reduced leave schedule.

Seniority – An employee granted leave in accordance with this policy shall continue to accrue seniority during the period of such leave provided the employee follows the proper procedures for requesting such leave and returns to work at the expiration of the approved leave period.

Employment – Any eligible employee who takes leave hereunder shall be entitled, on return from such leave, to be restored to the position held by the employee when the leave commenced or a similar position of equivalent pay

and benefits. The Sheriff may require that the employee's physician certify that the employee is able to resume work as a condition of return to employment.

Benefits – During any period that an eligible employee takes FML leave hereunder, the Sheriff shall maintain the employee's group health care coverage under the conditions coverage would have been provided if the employee had continued in employment for the duration of the leave. The employee will be responsible to pay the employee's share of the health insurance costs during the leave. If the employee does not return from the leave, the employee is responsible for the total insurance premium paid by the Sheriff. Vacation and sick leave will not accrue during the unpaid leave period.

Notice – Upon receipt of an approved Request for Family and Medical Leave, the Sheriff will provide the requesting employee with a written notice of the employee's rights and obligations under the leave.

Procedure

1. Eligible employees requiring Family and Medical Leave shall normally notify their immediate supervisor not less than thirty (30) days prior to the date such leave is to begin by completing a leave of absence form as provided by the Employer. In situations where the need for such leave is not foreseeable thirty (30) days in advance, the employee shall complete the leave of absence form and provide as much

advance notice as possible. Leave forms shall be submitted to the Sheriff.

2. Employees must provide the Sheriff with certification of the condition from a health care provider in cases involving serious health conditions, and attach same to the applicable leave of absence form.
3. Upon receipt of the certification, the Sheriff may, at the Sheriff's expense, require the employee to obtain a second opinion from a health care provider selected by the Sheriff. The Sheriff will not seek additional information from the initially certifying practitioner.
4. If the second opinion differs from the first, the Sheriff may, at the Sheriff's expense, require the employee to submit to a third examination by a provider jointly selected by the Sheriff and the employee. This third opinion shall be final and binding.

Section 26.6 **Personal Leave Days** All members of the bargaining units will be credited with three (3) personal leave days on January 1 of each year. Personal leave days must be used by the members during the calendar year. Personal leave days do not carry over to the next year. The use of personal leave days will be the same as non-prescheduled vacation days (Section 22.3).

Section 26.7 FOP/OLC Leave. Members of the FOP/OLC bargaining units may be authorized based on manpower requirements to use a maximum of two (2) unpaid workdays per year to attend FOP/OLC functions such as conventions, educational meetings, or conferences. The FOP/OLC must advise the Employer at least ten (10) days in advance of such requested leave. Such time shall be covered by vacation or an approved unpaid leave of absence.

ARTICLE 27

WORK OUT OF RANK

Section 27.1 **Higher Ranking Work** Any employee who is temporarily required to perform at a higher ranking position and performs the responsibilities of the higher ranking position for more than two (2) consecutive hours, shall be paid at a rate of compensation equal to that normally paid for the higher ranking position for all hours worked in the higher ranking position during that work day.

ARTICLE 28

EXTRA DUTY

Section 28.1 Extra Duty shall be defined as a job related detail worked by an employee for which they are not compensated by the Employer.

Section 28.2 All "Extra Duty" shall first be offered to full time bargaining unit employee's before it is offered to reserve or part time personnel. All extra duty details shall be posted at the Sheriff's Office regardless of who worked the detail in the past. A more senior employee, as determined by office seniority, may bump a less senior employee at any time prior to eight (8) hours in advance of the starting time of the detail. At anytime a full time bargaining unit employee may bump a part time or reserve. It is the responsibility of a member bumping into a detail to notify the employee they have bumped.

Every effort shall be made by the Employer to post requests for details as soon as they are received. In the case of a last minute request the Employer agrees to make a reasonable effort to offer the detail by seniority.

The Employer has the final say in which details may be worked by employees.

ARTICLE 29

COPIES OF AGREEMENTS

Section 29.1 **Copies** The FOP/OLC will provide each employee, at no cost to the employee, a copy of this Agreement within thirty (30) days from the date this Agreement is ratified by both parties or ordered by a third party.

ARTICLE 30

DURATION OF AGREEMENT

Section 30.1 Duration This Agreement shall be effective as of January 1, 2012 and shall remain in full force and effect through December 31, December 31, 2014.

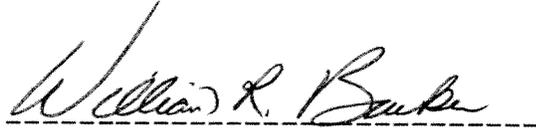
If either party desires to modify, or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by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

On or after October 1, 2012, either party may reopen this Agreement for the purpose of negotiating Article 20, Section 20.1 (wage scale) as listed in Appendix A, for the period beginning January 1, 2013 through December 31, 2014. The reopener may be commenced by filing a Notice To Negotiate with the State Employment Relations Board.

2012-2014
Agreement Between FOP/OLC and Perry County Sheriff's Office

In witness whereof, the parties have executed this Agreement as of the ^{30th} day
of December, 2011, in Perry County, Ohio.

FOR PERRY COUNTY:



William R. Barker, Sheriff



Ed Keister, Commissioner



Fred Shriner, Commissioner

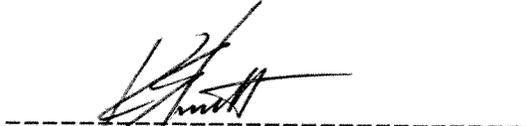


Lonnie Wood, Commissioner

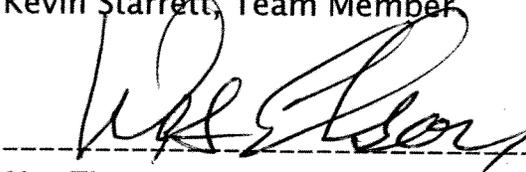
FOR THE FOP/OLC:



Pat Corder, Team Member



Kevin Starrett, Team Member



Wes Elson
Staff Representative

2012-2014
 Agreement Between FOP/OLC and Perry County Sheriff's Office

APPENDIX A

	2011	2012	
DETECTIVE SERGEANT / LIEUTENANT	\$19.23	\$19.81	
COMMUNITY RELATIONS SERGEANT	\$17.99	\$18.53	
SERGEANT INVESTIGATOR	\$17.14	\$17.65	
PATROL SERGEANT	\$17.14	\$17.65	
JAIL SERGEANT	\$17.14	\$17.65	

Deputies	START	AFTER 12 MONTHS	AFTER 24 MONTHS
2011	\$14.15	\$15.05	\$16.00
2012	\$14.57	\$15.50	\$16.48

Dispatchers	START	AFTER 12 MONTHS	AFTER 24 MONTHS
2011	\$12.72	\$13.36	\$14.24
2012	\$13.10	\$13.76	\$14.67

AGREEMENT BETWEEN
THE PERRY COUNTY SHERIFF
AND THE
FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL

May 10, 1993

The parties met May 10, 1993 for the purpose of clarifying their understanding and intent of Article 10, Layoff and Recall and Article 12, Seniority of the Agreement between the Perry County Sheriff and the Fraternal Order of Police/OLC. The following represents this understanding:

Article 10, Section 10.1 would allow a deputy with the rank of sergeant to bump into the classification of deputy sheriff and retain his classification seniority time earned as a sergeant. This time would be added to any time earned as a deputy provided there was no break in the bargaining unit service.

Article 12, Seniority would provide that an employee's total length of continuous full time service in a bargaining unit(s) position would be counted to satisfy this Article.

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.,	}	Case No(s): 11-MED-09-1193
EMPLOYEE ORGANIZATION,	}	11-MED-09-1194
	}	11-MED-09-1195
and,	}	
	}	
PERRY COUNTY SHERIFF,	}	
EMPLOYER.	}	
	}	

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

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

Respectfully Submitted,



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

cc: Mr. William Barker
perrycountysheriffsoffice@rrohio.com