

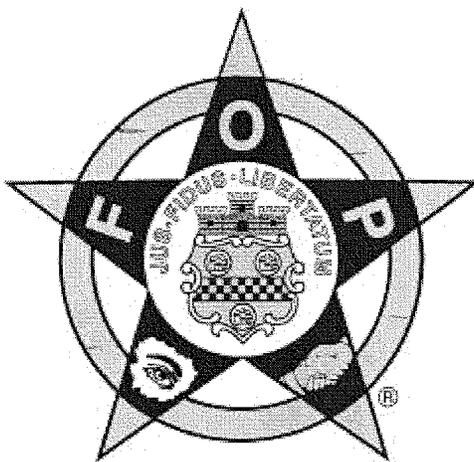


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# AGREEMENT

BETWEEN

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



AND

THE ADAMS COUNTY SHERIFF'S OFFICE

January 1, 2012 - December 31, 2014

## SERGEANTS

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**ARTICLE 1**  
**AGREEMENT AND PURPOSE**

Section 1.1. This Agreement is made and entered into by and between the Sheriff of Adams County, Ohio, hereinafter referred to as "Employer" and Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as "Labor Council."

Section 1.2. The purpose of this contract is to provide a fair and reasonable method enabling employees covered by this contract to participate, through union representation, in the establishment of the terms and conditions of their employment to establish a peaceful procedure for the resolution of contract differences between the parties.

Section 1.3. Specifically, this Agreement addresses matters pertaining to wages, hours, terms and other conditions of employment between the parties herein. This Agreement will be the sole recourse available to employees represented by the Labor Council in accordance with Ohio Revised Code Section 4117.10(A). Members of the bargaining unit will not have recourse to the Rules and Regulations promulgated by the Ohio Department of Administrative Services, the State Personnel Board of Review and/or Civil Service Commission.

Section 1.4. The male pronoun or adjective where used herein refers to the female also unless otherwise indicated. The term "employee" or "employees" where used herein refers to all employees in the bargaining unit.

**ARTICLE 2**  
**RECOGNITION**

Section 2.1. 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 on any and all matters related to wages, hours and working conditions of all members in the bargaining unit. The bargaining shall consist of:

All Deputy Sheriff's sworn in under 311.04 of the Ohio Revised Code employed by the Adams Sheriff at the rank of Sergeant regardless of assignment as described in Case Number 09-REP-10-0118. All other employees are excluded.

Section 2.2. Full-time and regular employees are those who work at least thirty (30) hours per week and for all of the weeks of the year excepting vacations, holidays and other time off as allowed by this Agreement.

Section 2.3. If the Employer creates any new position within the bargaining unit covered by this Agreement, the Labor Council and the Employer shall meet within fourteen (14) days to determine the classification's inclusion in the appropriate bargaining unit. If agreement cannot be reached the matter shall be decided by the State Employment Relations Board.

### **ARTICLE 3** **NONDISCRIMINATION**

Section 3.1. Both the Employer and the Labor Council hereby reaffirm their commitments, legal and moral, not to discriminate in any manner against any member of the bargaining unit on the basis of the member's age, race, color, sex, creed, religion, ancestry, marital status, national origin, political affiliation, physical disability and veteran status.

Section 3.2. There shall be no discrimination by the Employer or the Labor Council toward any employee by virtue of participation or non-participation in the Union.

Section 3.3. The provisions of Section 3.1 of this Article shall not be subject to the Grievance Procedure contained in Article 11 of this Agreement. Redress for alleged violations of Section 3.1 of this Article shall be in accordance with law.

### **ARTICLE 4** **DUES DEDUCTIONS**

Section 4.1. The Employer agrees to deduct Union membership dues in accordance with this Article for all employees eligible for the bargaining unit upon the successful completion of their initial probationary periods and upon receipt from the employee or the Union of an authorization card voluntarily signed by the employee for that purpose.

Section 4.2. The Employer agrees to deduct regular Union membership dues, initiation fees, assessments and Fair Share Fees from the pay of any such employee once each month, or in accordance with the procedures of the Auditor's Office. Upon receipt the proper authorization form, the Employer will deduct the Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer. The Employer must be given a one (1) month (30 days) notice for making any changes in any individual's dues deductions.

Section 4.3. The Employer shall be relieved from making such individual check-off deductions upon:

- A. termination of employment;
- B. transfer or promotion to a job other than one covered by a bargaining unit;
- C. layoff from work;
- D. an agreed leave of absence; or
- E. revocation of the check-off authorization.

Section 4.4. Each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement, unless the eligible employee certifies in writing by certified mail or personal delivery of a notarized statement to the Employer and the Union that the dues check-off authorization has been revoked, at which point the dues deduction will cease, effective the pay period following the pay period in which the written dues deduction revocation was received by the Employer.

Section 4.5. The Employer will cause the dues deducted from the eligible bargaining unit employees pay to be remitted once each month in accordance with this Article to the individual officer designated in writing to receive same by the Union.

Section 4.6. It is specifically agreed by the Employer and the Union that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by anyone arising from the deductions made by the Employer. Once Union dues are remitted to the Union, their deposition shall be the sole and exclusive obligation and responsibility of the Union.

Section 4.7. The Employer shall not be obligated to make dues deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of dues.

Section 4.8. It is specifically agreed that neither the employees nor the Union shall have claims against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within thirty (30) days after the date such an error was made. It will be corrected at the next pay period that Union dues would normally be deducted by deducting the proper amount.

**ARTICLE 5**  
**LABOR COUNCIL REPRESENTATIVE**

Section 5.1. Upon reporting to the Sheriff or shift supervisor on duty and properly identifying himself, a non-employee representative of the Labor Council shall be permitted to visit bargaining unit members at the work site to consult with said members provided, however, that said access shall not interfere with the performance of the bargaining unit members' duties, nor the operation of the Sheriff's Office itself, to be determined by the sole discretion of the Sheriff or his designated representative.

**ARTICLE 6**  
**REPRESENTATION**

Section 6.1. The Employer agrees to recognize two (2) employee Labor Council representatives for the purpose of processing grievances under the Grievance Procedure of this Agreement and for the conducting of Labor Council business as related to this Agreement. The Chairman of the Bargaining Committee is the highest-ranking Labor Council official in the bargaining unit. He will be permitted time off as set forth below during the workweek to attend to Labor Council and Agreement matters within his capacity. During such service in this post, the Labor Council 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.

Section 6.2. During his term in office, the Labor Council 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 that he is performing the duties allowed by this Article. The employees will not be permitted to attend to Labor Council activities or Grievance investigation without the express consent of the Employer to perform duties or to attend to Labor Council related activities, denial of such consent of the Employer is not subject to the Grievance Procedure as contained in this Agreement. In addition, the Bargaining Committee Chairman will be required to drop or forego any of the activities allowed by this Article on the direction of his supervisor for the purpose of assisting in emergency police work. None of the duties of the Labor Council official herein described may be conducted on Employer-paid overtime hours, nor shall they be conducted if Employer-paid overtime hours are required to fill this vacancy.

Section 6.3. In the absence of the highest-ranking member of the bargaining unit, his designated alternate shall be entitled to all the privileges set out in this Article.

Section 6.4. The Labor Council will notify the Employer in writing of the names of all officers of the bargaining unit and changes which may occur.

Section 6.5. Any employees required as witnesses in any grievance or discipline hearing shall be compensated by the Employer if called as witnesses by the Employer. Any witnesses called by the Labor Council shall not be eligible for pay if outside their regular work schedule. If an employee is required as a witness during his regular work schedule he shall be eligible for full pay and benefits.

Section 6.6. Any Grievance representative who is required to appear on behalf of an employee shall be entitled to full pay and benefits if the hearing falls during the representative's regular work schedule. If the representative appears outside the regular work schedule, he shall not be eligible for pay.

## **ARTICLE 7** **RATIFICATION**

Section 7.1. The Labor Council shall be permitted, with the prior permission of the Employer, to place ballot boxes at the Sheriff's Office for the purpose of collecting members' ballots on all Labor Council issues subjected to ballots. Denial of such permission is not grievable. The granting of permission for such is discretionary and the Employer is not liable for the loss of the box or its contents. Such boxes shall be the property of the Labor Council and neither the ballot boxes nor the ballots shall be subjected to the Employer's review, and shall be removed as soon as practicable after the Labor Council issue has been determined.

## **ARTICLE 8** **COPIES OF THE AGREEMENT**

Section 8.1. The Labor Council or the Employer shall prepare the official copy of this document for signing by the parties. A copy of the document shall be provided electronically to the Labor Council Representative and the Employer representative prior to signing.

## **ARTICLE 9** **LABOR/MANAGEMENT COMMITTEE**

Section 9.1. It is the desire of the Employer and the Labor Council to maintain the highest standards of safety and professionalism at the Adams County Sheriff's Office.

Section 9.2. Management or its designated representative(s) and the Labor Council or its designated representative(s) agree to meet, at the agreement of both parties, to discuss any issues which either party wishes to raise relating to the Sheriff's Office.

Section 9.3. Such meetings shall be held at times and places as may be mutually agreed upon. Advance requests shall be made at least three (3) days before a proposed meeting date. Along with the request shall be the agenda of items to be discussed. Meetings shall not exceed two (2) hours unless both parties agree to extend the meeting time.

Section 9.4. Refusal of either party to meet is not subject to the Grievance Procedure as contained in this Agreement, nor shall it be deemed to be a breach of this Agreement.

Section 9.5. If the Employer calls the meeting, Labor/Management committee members shall be compensated for the actual time in the meeting. If the Labor Council calls the meeting, committee members shall not be compensated without the consent of the Sheriff.

## **ARTICLE 10** **BULLETIN BOARDS**

Section 10.1. The Employer shall provide a bulletin board no smaller than 4' x 2' for use by the employees in the Labor Council bargaining units. Material posted on the board shall relate only to FOP or Labor Council meetings, elections, social events, and reports and decisions affecting the employees in the bargaining unit. The bulletin board will be hung in a mutually agreed upon location.

Section 10.2. If the Employer finds any objectionable material posted on the bulletin board, he may for just cause remove the material and return it to the Grievance Chairman.

## **ARTICLE 11** **GRIEVANCE PROCEDURE**

Section 11.1. The term "grievance" is defined as an allegation by a bargaining unit employee or the Employer that there has been a breach, misinterpretation or an improper application of this Agreement, or a claim arising as a result of any disciplinary action. It is specifically agreed by the parties that the Grievance Procedure is not to be abused so as to affect changes in this Agreement nor to address those matters not specifically set forth by this Agreement.

Section 11.2. The parties specifically agree that the Grievance Procedure is the exclusive and sole remedy of the parties.

Section 11.3. Unless specifically stated, the term "working day" shall be defined as Monday through Friday, exclusive of holidays. For the computation of time, such period shall begin to run on the day following the act, event or occurrence. The last day of the period so computed is to be included, unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or holiday.

Section 11.4. All grievances must be filed using the grievance forms as provided by the Union (see attached Exhibit A) and contain the following information:

- A. the aggrieved employee's name and signature;
- B. the aggrieved employee's classification;
- C. the date the grievance was first discussed and the name of the supervisor with whom the grievance was discussed;
- D. the date the grievance was filed in writing;
- E. the date and time the grievance occurred;
- F. the location where the grievance occurred;
- G. a description of the incident giving rise to the grievance;
- H. the specific Article(s) and Section(s) of this Agreement allegedly violated; and
- I. the desired remedy.

Section 11.5. Each employee shall be afforded the right to representation of his choice at any time during the grievance procedure; however, the unavailability of a chosen representative will not extend any timelines outlined in this article unless the parties mutually agree to an extension in writing.

Section 11.6. The procedure shall consist of three (3) steps. An employee filing a grievance of a non-disciplinary nature must utilize each Step before action within the following Step may be undertaken. Grievances dealing with disciplinary actions will be filed directly into the Second Step. Sergeants and the Chief Deputy are urged to attempt to resolve differences informally prior to the implementation of the Grievance Procedure. No grievance shall be considered or adjusted unless the same has been commenced within five (5) actual working days of when the act or event became known or should have been known. Grievances not appealed to the next Step of the procedure will be considered settled on the basis of the Management decision in the prior Step. Grievances not answered in a timely manner automatically go to the next Step of the procedure. Time limits of any Grievance Step may be extended by mutual agreement of the participants. Grievance forms (see form attached hereto) will be provided by the Union and may be reproduced at the Adams

County Sheriff's Office. At any time, a Labor Council member may withdraw his grievance and the same shall be a bar from the Labor Council proceeding therewith.

Section 11.7. Grievance Procedure:

A. Step One:

1. The affected employee will verbally discuss the problem and the circumstances surrounding it with the Chief Deputy. The Chief Deputy will provide an oral response to said employee within three (3) days of when the grievance is presented to him. Failing to resolve the grievance orally, the employee shall reduce the grievance to writing.
2. Once the complaint is reduced to writing, which must be done within three (3) working days from the unsuccessful conclusion of the oral discussion in Section 11.7(A)(1) immediately above, it must be signed and dated by both the Chief Deputy and the employee. The Chief Deputy must then give the employee a written response within three (3) working days. The employee will sign and date the response.

B. Step Two:

1. The employee may wish to appeal the decision of the Chief Deputy in the Step One to the Sheriff or his designated representative. This appeal must be filed within five (5) working days.
2. Upon receipt of the employee's appeal, the Sheriff will schedule a hearing within five (5) working days and notify the employee in writing of the time, place and date of the hearing.
3. Upon the conclusion of the hearing in Step Two, the Sheriff or his designated representative will issue a final decision on the grievance within five (5) working days.

C. Step Three:

1. If the grievance is not satisfactorily resolved at Step Two, it may be submitted to Arbitration upon the written request of the Labor Council in accordance with this Section.

2. Within fourteen (14) calendar days from the date of the written answer on such grievance under Step Three in the grievance procedure, the Labor Council shall notify the Sheriff of its intent to seek arbitration over an unadjusted grievance in writing to the Employer or his designated representative. The representatives of the parties (the Labor Council and the Employer) shall schedule a meeting to be held within thirty (30) calendar days after notification of a request to arbitrate to begin the selection procedures outlined below. Either party may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party canceling the arbitration. Any grievance not submitted in writing to the Employer within the fourteen (14) calendar day period described above shall be deemed settled on the basis of the last answer given by the Employer or his designated representative.
3. Within thirty-five (35) calendar days of the date of the appeal, the Labor Council or the Employer shall submit a request to the Federal Mediation and Conciliation Service (FMCS) for a list of nine (9) Area 15 (Ohio) arbitrators. Either party may reject the list and request a new list of nine (9) Area 15 (Ohio) arbitrators. The party rejecting the list is responsible for the fee for the new list. The arbitrator shall be selected by the alternate strike method. Each side shall alternately strike a name from the list until one remains. The name of the arbitrator selected shall be forwarded within five (5) calendar days to FMCS. All costs of the initial arbitrator lists shall be split equally by the parties.
4. The arbitrator shall have jurisdiction only over disputes arising out of grievances described above and in reaching his decision, the arbitrator shall have no authority to add or subtract from or modify in any way any provisions of this Agreement or concerning the establishment of wage rates not negotiated as part of this Agreement.
5. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case to him (unless otherwise agreed to by the parties).
6. If the arbitrator's decision awards the payment of back wages covering the period of the employee's separation from the Sheriff's Office payroll, the award will be less any income received.

7. All decisions of arbitrators consistent with the powers enumerated above and all pre-arbitration grievance settlements reached by the Labor Council and the Employer shall be final, conclusive and binding on the Sheriff's Office, Labor Council and the employee.
8. The costs of the arbitrator, including the travel expenses, hearing room, etc., shall be split equally by the Employer and the Labor Council.
9. The costs of any copies of the arbitration transcript shall be paid by the requesting party. If both parties request a copy of the transcript, the cost will be split equally.

Failure of probation is not subject to the Grievance Procedure.

## **ARTICLE 12**

### **INVESTIGATIVE ACTION**

Section 12.1. When a bargaining unit member suspected of a violation is being interviewed, he shall be advised that the purpose of the interview is for disciplinary purposes. Such interview shall be recorded at the request of either party by the requesting party. No recording of the interview or interrogations shall be made without the knowledge of both parties.

Section 12.2. Any interrogation, questioning or interviewing of a member will be conducted at hours reasonably related to his shift including, but not limited to, immediately before or after his working hours. Management has the right to require the attendance of a bargaining unit member outside working hours. When attending any such session outside working hours, the bargaining unit member shall be compensated as to the provisions of this Agreement. Interrogation sessions shall be for reasonable periods of time, and time shall be allowed during such questioning for rest periods and attendance to other physical necessities.

Section 12.3. Before a bargaining unit member may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, he shall be advised that such conduct, if continued, may be the basis for such a charge.

Section 12.4. At all steps of an investigative action described in this Article, a bargaining unit member shall have the right to have a representative from the Labor Council, Inc. or their designee present.

Section 12.5. The Employer will not use polygraph or other truth-detecting device or mechanism without the written consent of the employee.

## **ARTICLE 13** **DISCIPLINE**

Section 13.1. Purpose: The Employer agrees that a member of the bargaining unit shall not be peremptorily suspended, demoted or discharged after the effective date of this Agreement, but that in all instances in which the Employer may conclude that a bargaining unit member's conduct may justify suspension, demotion or discharge, the bargaining unit member shall first be given a pre-disciplinary hearing. No discipline shall be taken against any employee except for just cause.

Section 13.2. Except in extreme instances wherein the Employee is found guilty of serious misconduct, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the Employee's record of discipline and the Employee's record of performance and conduct. In cases of demotion, such demotion shall not be limited to a single rank reduction. Forms of disciplinary actions are:

- A. written verbal warning;
- B. written reprimand;
- C. suspension without pay of three (3) days or less;
- D. suspension without pay of more than three (3) days;
- E. demotion; or
- F. discharge from employment.

Causes for disciplinary action shall include, but not be limited to: incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, or any other failure of good behavior or any other acts of malfeasance, misfeasance, or nonfeasance in office.

Section 13.3. Procedure:

- A. Whenever the Employer determines that an employee may be disciplined for cause (including only suspensions, demotions or termination), a predisciplinary hearing will be scheduled to give the

Employee an opportunity to offer an explanation of the alleged conduct.

- B. Pre-disciplinary hearings will be conducted by the Sheriff or a neutral selected from those Employees not directly in the chain of command of the Employee, or by neutral selected from outside of the Sheriff's Office. At the direction of the Sheriff an impartial neutral, who is not a County Employee, may be selected. The Sheriff shall select the neutral. The Sheriff shall set a time for a pre-disciplinary hearing. The Labor Council may postpone a pre-disciplinary hearing for up to two (2) workdays. If the employee is on paid administrative leave during this extension the employee will have the choice of either using his or her accumulated paid vacation, compensatory or personal leave or unpaid leave status during this extension.
- C. The bargaining unit member and his Union representative shall be given a statement in writing promptly, but no later than forty-eight (48) hours prior to the time of the pre-disciplinary hearing, as to the reason(s) for the hearing. The Employee must choose to: (1) appear at the hearing to present an oral or written statement in his defense; (2) appear at the hearing and have a chosen representative present an oral or written statement in defense of the Employee; or (3) elect in writing to waive the opportunity to have a predisciplinary hearing. If the Employee fails to appear at the scheduled predisciplinary hearing, it will be presumed that he/she has elected to waive his/her right to such hearing.
- D. At the predisciplinary hearing, the Sheriff or neutral will ask the Employee or his/her representative to respond to the allegations of misconduct which were outlined to the Employee. Failure to respond truthfully may result in further disciplinary action.
- E. At the predisciplinary hearing, the Employee may present any testimony, witnesses, or documents which explain whether the alleged incident occurred. The Employee shall provide a list of witnesses to the Sheriff or neutral and the Employer as far in advance as possible, but not later than twenty four (24) hours prior to the predisciplinary hearing. It is the Employee's responsibility to notify witnesses that their attendance is desired.
- F. The Employer is under no obligation to present witnesses in a disciplinary conference; however, in the event the Employer presents witnesses at the conference, the Employee or his/her representative will be permitted to confront and cross-examine witnesses. A written

report will be prepared by the neutral concluding as to whether the alleged conduct occurred. The Employer will decide what discipline, if any, is appropriate. A copy of the neutral's report will be provided to the Employee within five (5) working days following its receipt by the Employer.

- G. Appeals of discipline resulting in a suspension, demotion or termination resulting from the hearing may be initiated in the second step of the Grievance Procedure, which is the Sheriff's step.

Section 13.4. A probationary bargaining unit member does not have recourse to the Grievance Procedure for his return to his previous position during his probationary period on his promotion.

## **ARTICLE 14**

### **PERSONNEL FILES**

Section 14.1. Each employee may inspect his personnel file maintained by the Employer at any reasonable time. The employee will be permitted to obtain one (1) copy of his personnel file, at no expense, upon written request. One (1) copy of any additions to said employee's personnel file will be provided free of charge to said employee. Additional copies of items contained in said employee's personnel file may be obtained at the cost of twenty-five cents (\$0.25) per copy. During any review of the personnel file, the employee shall be entitled to have a representative of his choice accompany him.

Section 14.2. If an unfavorable statement or notation is in the file, the employee shall be given the right to place a statement, rebuttal or explanation in his file. No uncorroborated anonymous material of any type shall be included in the employee's personnel file.

Section 14.3. The Sheriff will comply with Section 149.43 of the Ohio Revised Code (Ohio Public Records Law).

Section 14.4. All records of written verbal or written shall have no force and effect if no intervening discipline is issued within twelve (12) months thereafter. Any record of minor suspension (three [3] days or less) shall cease to have force and effect twenty-four (24) months from the date of issuance if no intervening discipline is issued. Records of major discipline, including, but not limited to, suspensions of more than three (3) days or demotions, shall have no force and effect if no intervening discipline is issued within thirty-six (36) months from the date of issuance.

**ARTICLE 15**  
**PROBATIONARY PERIOD**

Section 15.1. Sworn Employees: Every newly promoted employee covered by this agreement will be required to successfully complete a probationary period of one hundred and eighty (180) days. The probationary period shall begin on the first day the employee receives compensation from the Employer at the new rank.

Section 15.2. An employee serving a promotional probationary period whose performance is unsatisfactory shall be returned to his former position. Probationary periods may be extended by mutual agreement of the Employer and Labor Council.

**ARTICLE 16**  
**SENIORITY**

Section 16.1. Definitions:

- A. Classification seniority shall be defined as the uninterrupted length of continuous service in the Adams County Sheriff's Office in a particular job classification computed from the employee's latest date of hire or appointment in his or her present classification.
- B. Departmental seniority shall be defined as the employee's length of continuous service with the Adams County Sheriff's Office regardless of rank, classification or bargaining unit appointment.

Section 16.2. An employee shall have no classification seniority for his probationary period, but upon successful completion of the probationary period seniority shall be retroactive to the last date of promotion.

Section 16.3. Seniority shall be broken when an employee:

- A. resigns, retires or otherwise voluntarily separates from full-time employment;
- B. is discharged for just cause; however, if an employee is reinstated, said employee's seniority shall not be broken; or
- C. is laid off, except that an employee recalled within eighteen (18) months from the date of layoff shall not have his seniority broken.

However, said employee shall not be credited with any seniority for the duration of the layoff.

Section 16.4. The Sheriff's Office shall provide the Labor Council with one (1) copy of the seniority list within thirty (30) days after the signing of this Agreement. The seniority list shall contain the name, rank, current job classification, and date of classification entry of all employees in the bargaining unit. Thereafter, the Employer shall provide the Union one (1) copy of the seniority list by January 30 of each succeeding year.

## **ARTICLE 17**

### **LAYOFF AND RECALL**

Section 17.1. When the Employer determines that a layoff necessary in the classification of Sergeant the Sheriff and the Labor Council shall meet prior to a reduction in force and, the following procedures shall govern such layoff and/or subsequent reinstatement.

Section 17.2. The number of people affected by reduction in the force shall be kept to minimum by not employing replacements in so far as practical of employees who resign, retire or otherwise vacate a position.

Section 17.3. When it becomes necessary to lay off employees covered by this agreement, affected employees shall be laid off according to classification seniority, with the least senior employee laid off first. Seniority for layoff shall be defined as the uninterrupted length of continuous service with the Adams County Sheriff's Office in a particular job classification computed from the latest date of appointment in his or her present classification. Authorized leaves of absence do not constitute an interruption in continuous service. In the case of identical seniority, the Sheriff and the Labor Council shall meet to determine a fair and equitable means of deciding which employee shall be laid off first, such as the date the employee submitted his or her initial application for employment. No Sergeant will be laid off until all personnel with less departmental seniority have been laid off.

Section 17.4. The following classifications shall be used for the purpose of defining classification seniority in the event of layoff:

- A. Sergeant
- B. Road Deputy
- C. Jailer

D. Correction Officer

E. Dispatcher

F. Cook

Section 17.5. Except in the case of emergency, prior to the effective date of layoffs, the Sheriff shall prepare and post for inspection in a conspicuous place a list containing the names, seniority dates, and classifications and indicate which employees are to be laid off. Each employee to be laid off shall also be given written notice of layoff fourteen (14) days in advance, or as soon as the Sheriff is notified by the Board of Commissioners, the Budget Commission School Board, contractor, and/or grantor of a reduction in funds necessitating the layoff. Each notice of layoff shall state the following:

A. reason(s) for the layoff or reduction;

B. the effective date of layoff; and

C. a statement advising the employee of his or her bumping rights or rights of reinstatement from a layoff.

Section 17.6. If it becomes necessary to layoff employees for long-term or non-temporary layoffs as defined in Section 17.1, the employees affected shall have the opportunity to displace unaffected employees within the classification with less classification seniority than the affected employee. For long-term or non-temporary layoffs as defined in Section 17.1, employees in the Sergeant classification may displace employees in the Road Deputy classification if the Sergeant has greater departmental seniority than the Road Deputy employee.

Section 17.7. For the classification in which the layoffs occur, the Sheriff shall prepare a reinstatement list and name all employees placed on the reinstatement list in the reverse order of layoff. Reinstatement shall be made from this list before any new employees are hired in that classification.

Section 17.8. Vacancies which occur in the classification of layoff shall be offered to or declined in writing by the employee standing highest on the layoff list before the next person on the layoff list may be considered. Any employee who declines reinstatement shall be removed from the reinstatement name list.

Section 17.9. The employee's name shall remain on the appropriate list for a period of thirty-six (36) months from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previous accumulated

seniority in accordance with Section 17.3 and a notice of reinstatement shall be made by certified mail.

Section 17.10. All seasonal, part-time, temporary and probationary employees will be laid off prior to the layoff of any full-time employee, except for the positions of part-time cook, and part-time dispatcher who works eight (8) hours per week.

## **ARTICLE 18** **MANAGEMENT RIGHTS**

Section 18.1. Management Rights: The Management of the Adams County Sheriff's Office has, as it has always had, the exclusive right to manage the business of the Office and to direct the working forces. Management's failure to exercise any of its rights under this Agreement does not indicate that Management is unable to exercise such rights in the future. The rights of Management include, but are not limited to, the right to:

- A. determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and operations of the Sheriff's Office, standards of services, its overall budget, utilization of technology and organizational structure;
- B. direct, supervise, evaluate and hire employees;
- C. maintain and improve the efficiency and effectiveness of the Office;
- D. determine the overall methods, processes, means and/or personnel by which the operations of the Office are to be conducted;
- E. suspend, discipline, demote or discharge for just cause or layoff, transfer, assign, schedule, promote or retain employees;
- F. determine the adequacy of the workforce;
- G. determine the overall mission of the Sheriff's Office as a unit of government;
- H. effectively manage the work force;
- I. take actions to carry out the missions of the Sheriff's Office as a unit of local government; and

J. promulgate reasonable rules and regulations.

Section 18.2. It is agreed by both parties that this Agreement cannot abridge or surrender any of the statutory rights of the Sheriff granted under the Constitution of the State of Ohio.

Section 18.3. In addition, the Ohio Labor Council agrees that all of the functions, rights, powers, responsibilities and authority of the Sheriff in regard to the operation of the Sheriff's Office's work and business and the direction of its work force, which the Sheriff 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 Sheriff and his management staff.

**ARTICLE 19**  
**ABSENTEEISM**

Section 19.1. Whenever an employee has just cause for reporting late or absenting himself from work, he shall, at least two (2) hours prior to the scheduled start time, give notice to his supervisor or other person designated to receive such notice. No more than one call to the supervisor or designee will be required.

Section 19.2. Any employee who is absent from work shall give notice to his or her supervisor or the Sheriff as far in advance as possible of the date of his return to work so Management can rearrange the schedules and assignments for any employee who has been temporarily filling the job.

Section 19.3. Should an employee not have just cause for his absence or for his failure to give notice, he shall be subject to discipline.

**ARTICLE 20**  
**JOB ACTION**

Section 20.1. The Employer and the Labor Council realize that a strike would create a clear and present danger to the health and safety of the public and that this Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

- A. The Labor Council agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any concerted job action, which is defined as, but not limited to, compliance with the request of other labor organizations to engage in such activity, for the purpose of inducing,

influencing or coercing a change in wages, hours, terms and other conditions of employment, including, but not limited to, any strike, concerted action in failing to report for duty, willful absence from one's position, stoppage of work, slowdown, picketing, work speed-up, interruption of operations by the employees, absence from work upon any pretext or excuse, such as illness which is not founded in fact, or other action or refusal or failure to fully and faithfully perform job functions and responsibilities or other interference with the operations of the Employer by the Labor Council or by its members, officers or agents during the term of this Agreement.

- B. It is specifically understood and agreed that the Employer, during the time of any job action, shall have the whole and complete right of discipline, including discharge, of such employees engaging in any job action as described in paragraph A above.

## **ARTICLE 21**

### **OCCUPATIONAL SAFETY AND EQUIPMENT**

Section 21.1. The Employer agrees that all employees should abide by safe work practices and methods. Both the Employer and the employees recognize that there are certain inherent dangers in the duties of a law enforcement officer and each employee agrees to deal with these dangers when accepting employment with the Adams County Sheriff's Office.

Section 21.2. The Employer will see that all equipment used by the employees is maintained in a safe working order. Under no circumstances will inmates be permitted to perform mechanical repairs or service on cruisers. Employees who violate safety rules of the Adams County Sheriff's Office are subjecting themselves to disciplinary action.

Section 21.3. Shotguns: All officers assigned to patrol or investigative duties shall have a shotgun readily available in their patrol vehicle.

Section 21.4. AR 15: All officers assigned to patrol and trained on the weapon shall have an AR 15 readily available in their patrol vehicle.

## **ARTICLE 22**

### **JOB POSTING**

Section 22.1. From time to time it may become necessary to advertise for job openings in the bargaining units of the Adams County Sheriff's Office. When this

occurs all employees will be given the opportunity to bid on the jobs. The Adams County Sheriff's Office shall determine when such openings exist.

- A. Posted jobs shall contain the following:
  - 1. date bid posted;
  - 2. qualifications required;
  - 3. duties and essential functions of the position; and
  - 4. date bid will close.
  
- B. Successful bidders for open jobs will be selected on the basis of the following criteria:
  - 1. requisite ability;
  - 2. qualifications; and
  - 3. seniority.
  
- C. Whenever Section 22.1(A) and (B) above are equal, seniority shall be the determining factor as to who receive the job bid.
  
- D. Whenever a tie exists between two (2) employees as to their bargaining unit seniority, the employees shall request Management to break the tie. With both employees present, the Sheriff or his designated representative shall flip a coin, with one employee being designated "heads" and one employee being designated "tails." The employee who wins the coin flip shall be designated the senior employee from that point forward. This determination shall be recorded in each employee's personnel record.
  
- E. Whenever Management determines a vacancy exists in the bargaining unit and a job should be posted for bid within the Sheriff's Office, the bid shall be posted on the Sheriff's Office bulletin boards for five (5) working days.

Section 22.2. Promotions to Management (positions with the rank of lieutenant or above) are not governed by the terms of this Agreement.

### **ARTICLE 23**

#### **ASSIGNMENT OF WORK AND TEMPORARY TRANSFERS**

Section 23.1. All employees shall be required to perform any and all assigned duties of the job to which they are assigned regardless of their usual or

customary duties or job assignments. Management will endeavor to see that temporary assignments do not exceed sixty (60) working days.

Section 23.2. For temporary assignments over thirty (30) days, the Sergeant shall receive the rate of pay, if higher than his rate of pay, which is normally associated with the position. Regardless of the length of the temporary assignment, Sergeants temporarily reassigned shall remain in the bargaining unit until such time they are promoted to the rank normally associated with the position.

Section 23.3. All temporary assignments are at the discretion of the Sheriff or his designated representative.

## **ARTICLE 24** **ADVANCED IN-SERVICE TRAINING**

Section 24.1. The determination of training and standards of employees are the right of the Employer. Any training required of employees by the Adams County Sheriff's Office will be paid for by the Adams County Sheriff's Office.

## **ARTICLE 25** **CANINE OFFICERS**

Section 25.1. It is understood and agreed that the Employer has the authority to continue or discontinue the Canine Corps. Bargaining unit employees who are members of the Canine Corps shall receive twenty-four (24) hours of compensatory time per 28 day work schedule for at-home care and maintenance of their assigned working dogs. Alternatively, the Employer may modify the schedule of canine officers so that the care and maintenance time would be part of the officers' normal, straight-time schedule by reducing the 28 day work schedule by twenty-four hours with pay.

## **ARTICLE 26** **MILITARY LEAVE**

Section 26.1. All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in military service on field training or active duty for periods not to exceed a total of one hundred seventy-six (176) working hours in any one (1) calendar year.

Section 26.2. The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time. Employees who are members of those components listed in Section 26.1 above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. The leave will cover the official period of the emergency.

**ARTICLE 27**  
**SICK LEAVE**

Section 27.1. Accumulation: All permanent full-time employees will earn 4.6 hours sick leave for each eighty (80) hours of work completed.

Section 27.2. Approved Use:

- A. Employees shall be granted leave with full pay for actual illness or injury, confinement for reason of quarantine, serious illness of the employee's immediate family at the Sheriff's discretion, upon certification from a physician stating the employee's need to care for the ill family member, and/or non-routine visit to a physician or dentist for medical care up to the number of accumulated sick days the employee has earned. Immediate family is defined as only:

mother, father, brother, sister, child, minor step child, foster child, spouse, grandparent, grandchild, mother-in-law, father-in-law, legal guardian or other person who stands in the place of a parent.

Paid sick leave for care of family members other than those listed above must be approved by the Sheriff. The Sheriff's approval will not be unreasonably withheld. Sick leave abuse will be grounds for termination. Employees absent on sick leave for a period of twenty-four (24) consecutive working hours may be requested to provide a physician's statement verifying the nature of the illness and attesting to the employee's fitness to return to work.

- B. An employee injured on the job may choose to file for Workers' Compensation rather than use his sick leave days. The employee's current family or single plan medical coverage will remain in full force for a maximum of six (6) months while the employee is receiving Workers' Compensation. Employees who receive Workers'

Compensation must pay back any sick leave paid by the Employer for the period for which Workers' Compensation is paid.

- C. Any employee who recompenses the Employer with funds from Workers' Compensation shall be credited for the repaid sick time in equal proportions.
- D. Parental leave for male employees may be deducted from sick leave for the care of the employee's wife and family during the post-natal period. Such sick leave shall be for a maximum period of three (3) consecutive days. Written requests for this purpose must be submitted to and approved by the Sheriff.
- E. No bargaining unit member shall be charged for sick leave or time off against his accumulated sick leave for any time taken as a result of an injury or illness incurred while in the lawful performance of his duties. However, the Sheriff has the right to review the employee's physical and mental status each thirty (30) days of absence in order to determine the member's ability to return to work. In the event a difference of opinion as to the employee's mental or physical status between the employee's physician and the Employer's physician, the issue shall be submitted to a third physician specializing in occupational medicine, whose decision regarding the ability of the employee to perform his regular duties, shall be final and binding on both parties. The services of the third physician shall be paid by the Employer. If the employee and the Employer are unable to agree upon such third physician; both the Employer's physician and the employee's physician shall together select such third physician. For the purpose of this section, an injury is defined as a traumatic damage to the body, external origin, unexpected and undesired by the injured person. Such injury leave shall not extend beyond a six (6) month period and shall be limited to Deputies.

Section 27.3. Sick Leave Buy Out: At the close of the calendar year an employee may request the Employer to compensate said employee for unused sick leave accumulated under this Agreement, subject to the following:

- A. Said employee shall have used no more than two (2) sick days in the calendar year.
- B. Said employee shall notify the Sheriff of such election no later than January 10.

If said employee makes such a request, one-half (1/2) of said employee's unused sick leave accumulated during the year shall be repurchased by the Employer at one-half (1/2) the rate of pay when said sick leave was earned.

**ARTICLE 28**  
**SICK LEAVE CONVERSION UPON RETIREMENT**

Section 28.1. Employees who have attained ten (10) years service with the Adams County Sheriff's Office (as computed under Article 16: Seniority) may convert one-fourth (1/4) of accumulated sick leave upon retirement from the Adams County Sheriff's Office.

Section 28.2. Employees of the Adams County Sheriff's Office who have taken a cash payout from any other public agency in Adams County involving sick leave conversion (unless such conversion was caused by employee disability) shall have said number of days deducted from the payment they could be entitled to from the Adams County Sheriff's Office. This does not apply to employees from another public agency in Adams County whose sick leave conversion was taken because of physical or mental disability.

Section 28.3. Employees who are discharged for just cause or who sever with less than ten (10) years service with the Adams County Sheriff's Office are not entitled to sick leave conversion under this Article.

Section 28.4. In case of the death of an employee of the Adams County Sheriff's Office, accrued but unused sick leave shall be paid to said employee's estate.

**ARTICLE 29**  
**FUNERAL LEAVE**

Section 29.1. An employee shall be granted up to five (5) days leave of absence with pay in the event of the death of a member of his immediate family provided one (1) day of the leave is the day of the funeral. Leave granted under this section may be deleted from the employees 1). accrued sick time, 2). vacation time, or 3). compensatory time. If additional time is needed, the Sheriff may grant additional time off without pay.

Section 29.2. For the purpose of this Article, the immediate family shall be defined as:

- |            |                   |           |
|------------|-------------------|-----------|
| A. spouse; | H. son-in-law;    | O. aunt;  |
| B. mother; | I. mother-in-law; | P. uncle; |
| C. father; | J. father-in-law; | Q. niece; |

- |                     |                    |                    |
|---------------------|--------------------|--------------------|
| D. child/stepchild; | K. sister-in-law;  | R. nephew;         |
| E. brother;         | L. brother-in-law; | S. stepmother; and |
| F. sister;          | M. grandparents;   | T. stepfather.     |
| G. daughter-in-law; | N. grandchild;     |                    |

Section 29.3. In the event of the death of a relative other than a member of the immediate family as defined above, an employee may be granted a leave of absence with pay to be charged against his accumulated paid sick leave for one (1) day to attend the funeral.

**ARTICLE 30**  
**PAYMENT TO SURVIVORS**

Section 30.1. In the case of the death of a bargaining unit employee, the unused vacation leave, the sick leave retirement pay for which the employee would otherwise have qualified, and any wages shall be paid in accordance with Section 2113.04 of the Ohio Revised Code, or the employee's estate.

**ARTICLE 31**  
**VACATION LEAVE**

Section 31.1. All vacation leave shall be approved in advance by the Sheriff or his designated representative. Vacation shall be scheduled so as not to conflict with the duties and obligations of this Office to the taxpayers of Adams County. No two (2) employees of the same assignment classification will be on vacation at the same time without prior approval of the Sheriff. Bargaining unit members may elect to take any or all vacation time in one (1) day increments with the approval of the Sheriff.

Section 31.2. All Sergeants with the Adams County Sheriff's Office will receive the following amounts of paid leave based upon the length of continuous service with the Adams County Sheriff's Office accrued on a bi-weekly basis.

<u>Years of Continuous Service</u>	<u>Vacation Weeks</u>
1–7 full years	Two weeks (80 hours)
8–14 full years	Three weeks (120 hours)
15–24 full years	Four weeks (160 hours)
25 or more full years	Five weeks (200 hours)

For the purpose of computing vacation credits, all prior years of service with the County or any political subdivision of the State shall be considered for computing the number of years continuous service.

Section 31.3. Employees granted leave under this section shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of their accrual for three years. Any excess leave shall be eliminated from the employees' leave balance.

Section 31.4. Vacation time not used within three (3) years will be forfeited. Every effort will be made to schedule an employee's vacation in the year earned.

Section 31.5. An employee whose scheduled vacation falls within a week containing a paid holiday will not have the holiday charged against vacation time. An employee so affected shall be granted an additional vacation day to be scheduled at the discretion of his supervisor and/or the Sheriff.

Section 31.6. Members of the bargaining unit who have attained more than one (1) full year of continuous service with the Adams County Sheriff's Office and who are laid off, resign or are terminated shall be paid for all earned but unused vacation time.

Section 31.7. Once a bargaining unit member has made a vacation selection and is thereafter subject to a modification of work schedule, which affects the employee's regular day off, the employee may, at his option, select another vacation period from among those vacation periods remaining,

Section 31.8. A bargaining unit member who is injured in the line of duty or is hospitalized as a result of a non-duty injury or illness, and placed on sick leave during any scheduled vacation period, said employee shall be credited with those vacation days so affected, and upon return to full-time duty be permitted to re-select his vacation days in accordance with the terms of this Agreement.

Section 31.9. For the purpose of vacations within the Sheriff's Office, Adams County Sheriff's Office departmental seniority shall prevail in the selection of vacation time as follows. Vacations are scheduled in accordance with the workload requirements of the Employer. Vacation request made between January 1 and January 31 of each year shall be given priority and granted based on Adams County Sheriff's Office departmental seniority. Vacation requests received after January 31 will be granted based on workload requirements and Article 31 – Vacation and determined by the first submitted request. If two or more employees of the same assignment classification submit their request on the same day, the determining factor will be seniority.

Once vacation time has been selected and approved it shall not be changed without approval of the employee and the Sheriff, or his designated representative.

The parties agree that employees will have thirty (30) days following implementation of this Agreement to submit request for vacation.

**ARTICLE 32**  
**HOLIDAYS**

Section 32.1. Holidays:

A. The Employer shall observe the following as holidays:

New Year's Day  
Martin Luther King Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day

If the Board of County Commissioners grants holiday time to non-bargaining unit employees of the Board, bargaining unit employees shall be entitled to holiday pay for Election Day up to four (4) hours

B. An employee required to work on any of the above listed holidays shall receive one and one half (1 ½) hours pay for each hour actually worked on the holiday and may elect to receive either eight (8) hours of holiday pay at his or her regular rate of pay or eight (8) hours of holiday leave time. Earned but unused holiday leave time will be paid out during the last full pay period in the calendar year in which it was earned. By October 1<sup>st</sup> of each year, employees shall notify the Sheriff of how many hours of earned but unused holiday leave the employee intends to use or cash out to allow the Sheriff to plan accordingly.

1. An employee who does not work a holiday shall receive eight (8) hours of straight time pay.

- C. Holidays shall consist of twenty-four (24) consecutive hours beginning at 12:01 a.m. or the nearest starting thereto on the actual day of the holiday.

Section 32.2. Holiday Eligibility:

- A. A new employee must have no less than ninety (90) days of work since his last hire to be eligible for holiday pay not worked.
- B. To be entitled to holiday premium pay (as outlined in Section 32.1(B) of this Article), an employee must be on actual time worked his first scheduled workday a holiday. In the event of an unforeseen circumstance the sheriff may make an exception to this at his/her discretion. The exception is not subject to arbitration.
- C. To be entitled to holiday "straight-time pay," an employee must be on actual time worked his first scheduled workday before a holiday.
- D. For the purpose of this Article, actual time worked will be defined as the conditions under which an employee is eligible to receive pay, for , vacation leave, personal leave, compensatory leave, and bereavement leave, for the death of an employee's parent, spouse or child.

Section 32.3. Personal Days: Employees shall be granted two (2) personal leave days per calendar year. Personal leave requests shall be granted based on operational demands on a first-request-first-granted basis, with a forty-eight (48) hour advance notice required except in cases of emergency as approved by the Sheriff or designee. There shall be no carry over of personal leave from year to year unless a request for leave is denied and unable to be rescheduled before the end of the calendar year. If such leave is denied, the employee may carry over such unused denied personal leave for up to six (6) calendar months. Employees must use personal leave or it will be lost. Personal days are eight (8) hour days. Employees on twelve (12) hour shifts may move their eight (8) hour day to accommodate the day off.

**ARTICLE 33**  
**HOURS OF WORK AND OVERTIME**

Section 33.1. Purpose: This Article defines the normal hours of work for the Adams County Sheriff's Office. The Sheriff shall have the absolute discretion in determining the normal work schedule and the normal workday and work hours for employees except as provided herein.

Section 33.2. Work Period: The normal work period for all sworn employees of the Adams County Sheriff's Office shall be twenty-eight (28) consecutive days. The first day of said twenty-eight (28) day period shall be Sunday. During said work period, the employee will normally work one hundred sixty (160) hours. Said work schedule will normally be maintained so as to schedule each employee with one (1) three (3) day weekend or four (4) day weekend per work period.

Section 33.3. Workday: The normal workday for sworn employees may be either eight (8), ten (10) or twelve (12) hours of work or until such time as the employee has completed his assigned duties. If completion of duties would require the employee to work overtime, such additional hours must be approved by the employee's supervisor in advance. Except in the case of an emergency situation, sworn employees shall not be required to work for longer than eighteen (18) hours in a twenty-four (24) hour period.

Section 33.4. Scheduling:

- A. Determination of the starting time of the daily and weekly work schedules shall be made by the Sheriff.
- B. On occasion, the Sheriff may find it necessary to change an employee's schedule or require said employee to work in excess of eight (8) or twelve (12) hours per workday. When such occasion occurs, the Sheriff shall endeavor to give the employee twenty-four (24) hours notice of the schedule change.
- C. The Sheriff will determine the manpower needs and create shifts within the schedule for each classification. The shifts will be bid upon by seniority every six (6) months. Labor Council local representatives shall see that the bids will be made by or on December 1<sup>st</sup> for the schedule from January 1<sup>st</sup> the following year until June 30<sup>th</sup> and by or on June 1<sup>st</sup> for the schedule between July 1<sup>st</sup> and December 31<sup>st</sup>. The Labor Council local representatives shall prepare a list of successful bids and shall provide such to the Sheriff or designee. Final approval shall be made by the Sheriff. Classification Seniority is determined by Section 16.1 of this Agreement. For shift bid purposes only, the classification of Jailor and Correction Officer shall be combined into one single seniority list.

Section 33.5. Overtime:

- A. Definitions:

1. Regular rate of pay: the hourly rate of pay which an employee would have received for work performed during non-overtime hours.
  2. Overtime rate of pay: one and one-half (1½) times the employee's regular rate of pay.
  3. Allowed time: hours paid for but not worked, as provided in this Agreement.
  4. Actual time worked: hours of work wherein an employee is paid while performing work for the Employer.
- B. Overtime, at the rate of one and one-half (1½) times the regular rate of pay shall be paid to an employee for the actual time the employee works in excess of hours worked during the standard work period of fourteen (14) days for sworn employees.
- C. A Sergeant who works more than eighty (80) hours in a fourteen (14) day work period shall receive compensation at the rate of time and one-half (1½).
- D. Shift Turn-Around: When one work period ends and another begins it is possible for an employee to work in excess of eight (8) or twelve (12) hours in a twenty-four (24) hour period but in two (2) different work cycles. Overtime payment shall not be allowed for this occurrence provided that the employee has at least eight (8) hours break between the end of one shift and the start of the second shift. No overtime will be paid shift turn around as a result of the shift bid process.
- E. Nonduplication: Payment of overtime rates shall not be duplicated for the same hours worked. Hours compensated for at overtime rates shall not be counted further for any purpose in determining overtime liability under the same or any other provision in this Agreement. Hours paid for sick leave, vacation, jury duty, holidays not worked and funeral leave will not be figured or used in the computation of overtime.

Section 33.6. Call-in Pay: "Call-in" occurs when an employee is requested or ordered to return to work to do unscheduled, unforeseen or emergency work after the member has left work upon the completion of the regular day's work, but before he is scheduled to return to work. When a member is called in, he shall be paid a minimum of two (2) hours pay at his overtime rate or he shall be paid for the actual hours worked, whichever is greater.

Section 33.7. Court Time: Members of the bargaining unit shall be paid at the rate of one and one-half (1½) times their regular rate for any job-related court appearance while off-duty, for hours actually worked. The parties recognize that some scheduled court appearances may be cancelled or postponed by the court. Employees shall call the court on the same day as the scheduled appearance and make a reasonable attempt to determine in advance if their court appearance has been cancelled. For each appearance in court (fifteen [15] minutes prior to the time on the summons until the officer is discharged from court, or until he completes any required paperwork at the Sheriff's Office) an employee shall be guaranteed at least two (2) hours minimum at the time and one-half (1½) rate. If an Employee appears before a court for more than two (2) hours, or is required to make more than one appearance during any given off-duty day, such excess time or additional appearances shall be paid as overtime, if the Employee otherwise qualifies for overtime within the period. Upon completion of the court appearance the member shall not be required to stand by or perform other work to finish out the minimum time periods.

Section 33.8. Refusal of Overtime:

- A. After the Employer has attempted to call-in persons on the normal overtime equalization program, he may order persons in as required beginning with the least senior employee.
- B. In the case of an emergency, the Sheriff shall have sole discretion in ordering employees to report to work.

Section 33.9. CompTime: A bargaining unit member can accumulate up to eighty (80) hours of overtime as comp time. Comp time shall be accumulated at one and one-half (1½) hours for each hour worked. Overtime hours worked once a member has accumulated eighty (80) hours will be paid during the period in which it was earned.

## **ARTICLE 34**

### **EQUALIZATION OF OVERTIME**

Section 34.1. The Employer shall establish a procedure that allows for equal overtime opportunities for all members in each classification. This does not mean that overtime hours shall be equal but they shall be offered on an equitable basis so far as is practicable. Overtime will be offered on a rotating basis to the most senior member within the classification and progress from there by seniority. Court time shall not be considered in this equalization.

Section 34.2. When any function in the County will be employing Deputy Sheriff's, the opportunity shall be offered to all full-time employees before the opportunity is offered to any part-time, reserve, auxiliary or special officers. This work shall be offered on a rotating basis as described in Section 34.1.

- A. New details approved by the Sheriff will be posted for sign up by the Sheriff or his designee. During the first ninety-six (96) hours following the initial posting, only eligible bargaining unit members will be permitted to sign-up. Bargaining unit members may only sign up for one detail during this ninety-six (96) hour period. After the first ninety-six 96 hours, any eligible employee may sign up for the detail. Employees shall include the date and time when signing the posting.
- B. Approved details within less than ninety-six (96) hours of notice following approval by the Sheriff or designee will be filled in any manner designated by the Sheriff or designee.
- C. Employees who have properly signed up for a detail will not be bumped from a detail following the first ninety-six (96) hour posting period.
- D. Employees who sign up for a detail but become unable to work the detail within ninety-six (96) hours prior to the scheduled detail assignment shall contact the Sheriff or designee, and if no other eligible employees signed up for the detail, the canceling employee shall be responsible for finding a qualified replacement to fill the assignment.
- E. In the event an employee fails to show for a detail for which he or she signed up to work, the employee will be ineligible to sign up for any further off duty detail assignments for a period of thirty (30) calendar days. An employee who has multiple offenses can be removed from eligibility for up to one (1) full year at the discretion of the Sheriff.

## **ARTICLE 35** **INSURANCE**

Section 35.1. Life Insurance: Any current life insurance on the death of an employee shall remain in full force and effect for the duration of this Agreement.

Section 35.2. Liability and False Arrest Insurance: The Employer shall continue to provide liability and false arrest insurance at no less than the current coverage. The Employer shall pay the cost of all premiums.

Section 35.3. Operator's Insurance: The Employer shall pay the cost of all premiums for operator's insurance for the operation of the Employer's vehicles while on duty.

Section 35.4. Definition: A member shall be considered to be on-duty at any time that he is performing the obligation of the Employer and not necessarily limited to the normal scheduled periods. If a member is outside his scheduled work hours and must perform any duty as a law enforcement officer (whether ordered, instructed or at his discretion), he shall be deemed to be on duty for the purposes of this Agreement except that a member shall not apply for pay outside his normal scheduled work hours without the approval of the Employer.

Section 35.5. Medical Insurance: The Employer shall pay eighty-eight percent (88%) toward the monthly premium of a single and family hospitalization. Employees shall pay by payroll deductions twelve percent (12%) toward the monthly premium of a single and family hospitalization. The Employer shall be solely responsible for determining the carrier of the plan and will do so under the provisions of the state law. The Employer will pay no less for the bargaining unit health insurance premiums than the Employer pays for other county general fund employees' health insurance premiums.

Section 35.6. The Employer shall continue to make available to bargaining unit members and their eligible dependents substantially similar group health and hospitalization, dental, vision and life insurance coverage and benefits as provided to other non-bargaining general fund employees. The Employer reserves the right to change or provide alternate insurance carriers, health maintenance organizations, or benefit levels or to self-insure as it deems appropriate for any form or portion of insurance coverage referred to in this Article. The Employer will not be responsible for changes unilaterally imposed by an insurance provider in benefits, co-payment provisions or deductibles so long as the Employer uses its best efforts to minimize changes by incumbent insurance providers from one plan year to another.

Section 35.7. The Employer reserves the right to institute cost containment measures relative to insurance coverage. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, preferred provider provisions, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

In the event the County opts to utilize a Health Savings Account ("HSA"), in addition to Section 35.5 of this agreement, the County will partially fund the HSA of bargaining unit employees electing coverage on an annual basis in the following manner depending on the plan chosen, if available:

Single Coverage: Fifty (50) percent of the deductible  
Employee and Spouse: Fifty (50) percent of the deductible  
Employee and Child: Fifty (50) percent of the deductible  
Family: Fifty (50) percent of the deductible

The Employer's portion of the employee's HSA will be funded by way of equal pro-rata monthly contributions.

Section 35.8. In the event the County opts to utilize a Health Reimbursement Account (HRA), in addition to Section 35.5 of this agreement, the County will be responsible for the first Fifty (50) percent of the applicable deductible.

Section 35.9. The extent of coverage under the insurance policies referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Employer, nor shall such failure be considered a breach by the County of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Employer, bargaining unit member or beneficiary of any bargaining unit member.

Section 35.10. Personal Insurance: Personal articles not covered by another insurance plan that are destroyed, damaged or stolen in the line of duty will be replaced or repaired by the Employer at the Employer's expense. Replacement or repair of the personal article must be approved by the Employer.

Personal articles are defined as watches, eyeglasses, dentures, rings, contact lenses or any other article approved by the Employer.

## **ARTICLE 36**

### **UNIFORMS, CLOTHING AND EQUIPMENT**

Section 36.1. The Employer shall continue the current practice of providing all required equipment, clothing and insignia for new sworn employees. The initial issue shall include the following:

Two (2) winter shirts

Two (2) summer shirts – short sleeve  
Four (4) trousers  
Two (2) badges (1 hat and 1 breast)  
Two (2) ties  
Collar brass  
Whistle chain and whistle  
Summer hat – winter hat  
Raincoat  
Rubber for hat  
Buttons  
Acorns for hat  
Hat strap  
Nameplate  
Winter coat  
Chill chaser (lightweight coat)  
Gun belts  
Trouser belt  
Boots  
High gloss Bates Shoes

- A. Employees who are employed between October and April shall receive a winter issue that will not include the following: two (2) summer shirts; summer hat; lightweight coat; two (2) pair trousers.
- B. Employees who are employed between April and September shall receive a summer issue that will not include the following: winter hat; two (2) winter shirts; winter coat; two (2) pair trousers.

Section 36.2. Replacement Policy:

- A. For the duration of the Agreement, the Employer will provide each sworn employee a six hundred twenty five dollars (\$625.00) per year for uniform replacements.
- B. For the duration of this agreement, those sworn members assigned to the SRT will receive up to a maximum of eight hundred dollars (\$800.00) for uniform replacements.

Section 36.3. The Employer shall maintain the practice of cleaning uniforms.

Section 36.4. Uniforms for sworn and non-sworn employees will be replaced as needed at the discretion of the Sheriff. All old uniforms and equipment no longer in use due to replacement, damage, excessive use, separation from

employment, or similar cause shall be returned to the Sheriff's Office for proper disposal.

Section 36.5. The Employer shall have a policy requiring the use of protective body armor for employees assigned to certain positions. Employees shall be required to wear protective body armor in accordance with the Department Policy II 4.30 in effect January 1, 2012, unless the Sheriff or designee determines that the circumstances make it inappropriate to mandate wearing body armor. When the Sheriff requires employees to wear protective body armor, the following shall apply:

- A. The Adams County Sheriff's Office shall provide properly fitted protective body armor which complies with the NIJ standards in effect at the time of the purchase.
- B. The Sheriff's Office shall maintain a list of ballistic vest expiration dates and replace (expired) vests in accordance with the manufacturer's recommendations. No employee will be required to wear an expired vest. (Replacement will not be charged against the allotment under Section 36.4 of this Agreement).
- C. Employees shall be required to notify the Sheriff or (his) designee of any damage to the body armor for which the manufacturer would recommend replacement (if the damage or loss is due to the employee's misuse or recklessness, the employee may be referred to disciplinary action). The determination of whether the body armor will be replaced is at the discretion of the Sheriff or designee.
- D. Only body armor issued or approved by the Adams County Sheriff will be worn.

## **ARTICLE 37**

### **WAGES**

Section 37.1. Bargaining unit members' current wage compensation shall be as follows and as listed in Appendix A:

- A. The rates of pay for all Sergeants shall be at least seventy-five (\$0.75) more than a step 5 Road Deputy with the Adams County Sheriff's Office.

Section 37.2. Longevity: Bargaining unit members shall receive longevity pay according to the following schedule:

<u>Years of Service</u>	<u>Annual</u>	<u>Hourly</u>
After 10 years	\$769.60	\$0.37
After 13 years	\$1,289.60	\$0.62
After 17 years	\$2,059.20	\$0.99
After 22 years	\$2,828.80	\$1.36

Longevity shall be determined based upon total years of departmental service which has been completed by the employee as of his or her anniversary date of hire with the Adams County Sheriff's Office. Changes shall become effective at the beginning of the pay period following the employee's anniversary date.

**ARTICLE 38**  
**EFFECT OF AGREEMENT**

Section 38.1. This Agreement supersedes any and all practices, ordinances and previous agreements between the parties hereto and is a final and complete agreement. No verbal statements shall supersede any provisions of this Agreement.

**ARTICLE 39**  
**SEVERABILITY**

Section 39.1. It is the intent of Employer and the Labor Council that this Agreement comply, in every respect, with applicable law. Should a court of recognized jurisdiction determine that a provision of this Agreement is illegal, that such provision shall be automatically terminated. The remainder of this Agreement shall continue in full force and effect. In the event that a provision is determined to be unlawful, Employer or its designated representative and the Labor Council shall meet within ten (10) calendar days for the purpose of negotiating a lawful alternative provision. This meeting cannot be used for any purpose other than negotiating on the unlawful Article or clause.

**ARTICLE 40**  
**ALCOHOL AND DRUG TESTING**

Section 40.1. It is the policy of the Adams County Sheriff's Office that the public has the absolute right to expect persons employed by the Sheriff will be free from the effects of drugs and alcohol. The Sheriff, as the employer, has the right to expect its employees to report for work fit and able for duty and to set a positive example for the community. The purposes of this policy shall be achieved in such a manner as not to violate any established constitutional rights of the employees of the Sheriff's Office.

Section 40.2. Employees shall be prohibited from:

- A. Consuming or possessing alcohol at any time during or just prior to the beginning of the workday or anywhere on any County premises or job sites, including County buildings, properties, vehicles and the bargaining unit member's personal vehicle while engaged in County business;
- B. Possessing, using, selling, purchasing or delivering any illegal drug at any time and at any place except as may be necessary in the performance of duty;
- C. Failing to report to the employee's supervisor any known adverse side effects of medication or prescription drugs, which the employee may be taking.

Section 40.3. The Sheriff may randomly test employees for drug and alcohol use or determination and when the Management has reasonable suspicion to believe that:

- A. an employee is being affected by the use of alcohol; or
- B. has abused prescribed drugs; or
- C. has used illegal drugs,

The Sheriff shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. Any time a bargaining unit member is involved in an automobile accident on duty, the Sheriff may within a reasonable time after the accident, and only while the member is still at the receiving emergency facility, require a drug or alcohol test. If medical attention is not necessary, the Sheriff may require a drug or alcohol test at any time prior to the end of shift.

Section 40.4. Within forty-eight (48) hours of the time the employee is ordered to testing authorized by this Agreement, the Sheriff shall provide the employee with a written notice setting forth the facts and inferences which form the basis of the order to test. Refusal to submit to such test may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he or she may possess.

Section 40.5. The Sheriff will provide transportation to the Adams County Medical Center to obtain bodily fluid or material samples.

Section 40.6. In conducting the testing authorized by this Agreement, the Employer shall:

- A. Use only a clinical laboratory or hospital facility, which is certified by the State of Ohio to perform drug and/or alcohol testing. Adams County Medical Center Laboratory will serve as a collection site and a certified laboratory will conduct the required testing of samples.
- B. Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result.
- C. Collect a sufficient sample of the same bodily fluid or material from a firefighter to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the employee.
- D. Collect samples in such a manner as to preserve the individual employee's right to privacy while insuring a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable suspicion that the employee may attempt to compromise the accuracy of the testing procedure.
- E. Confirm any sample that tests positive in initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.
- F. Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's choosing, at the employee's own expense, provided the employee notifies the Sheriff within seventy-two (72) hours of receiving the results of the test.
- G. Require that the laboratory or hospital facility report to the Sheriff that a blood or urine sample is positive only if both the initial screening and confirmation tests are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Sheriff inconsistent with the understandings expressed herein (i.e., billing for testing that reveal the nature or

number of tests administered), the Sheriff will not use such information in any manner or form adverse to the employee's interests.

- H. Require that with regard to alcohol testing for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of .010 or more based upon the grams of alcohol per 100 millimeters of blood be considered positive (note: the foregoing standard shall not preclude the Employer from attempting to show that test result of a .01 demonstrate that the employee was under the influence, but the Sheriff shall bear the burden of proof in such cases).
- I. Provide each employee tested with a copy of all information and reports received by the Sheriff in connection with the testing and the results.
- J. Insure that no employee is the subject of any adverse employment action except emergency temporary reassignment or relief of duty during the pendency of any testing procedure.

Section 40.7. If disciplinary action is not taken against an employee based in whole or in part upon the results of a drug or alcohol test, the Labor Council and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the test, the right to test, the administration of the tests, the significance and accuracy of the test, or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. Further, if disciplinary action is taken against an employee based in part upon the results of a test, then the Labor Council and/or the employee, with or without the Labor Council, shall have the right to file a grievance concerning any portion of the test. Any evidence concerning test results which is obtained in violation of the standards contained in this article shall not be admissible in any disciplinary proceeding involving the employee.

Section 40.8. The Sheriff shall take no adverse employment action against any employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Sheriff may require reassignment of the employee with pay if he is unfit for duty in his current assignment. The foregoing is conditioned upon:

- A. The employee agreeing to appropriate treatment as determined by the physician(s) involved.
- B. The employee discontinues his use of illegal drugs or abuse of alcohol.

- C. The employee completes the course of treatment prescribed, including an "after-care" group for a period of twelve (12) months.
- D. The employee agrees to submit to random testing during hours of work during the period of "after-care."

Employees who do not agree to or act in accordance with the foregoing shall be subject to discipline, up to and including discharge. This Article shall not be construed as an obligation on the part of the Sheriff to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such an individual from performing the duties of a Deputy Sheriff or whose continuance on active status would constitute a direct threat to the property and safety of others. Such employee shall be afforded the opportunity, at his or her option, to use accumulated paid leave or take an unpaid leave of absence pending treatment.

## **ARTICLE 41** **RESIDENCY**

Section 41.1. All bargaining unit members hired on or after April 1, 2012 are required as a condition of their continued employment with the Adams County Sheriff's Office to have their place of abode in Adams County or an adjacent county in this State for the life of their employment by the Adams County Sheriff.

Section 41.2. Bargaining unit members hired prior to April 1, 2012 may continue to reside at their current residence regardless of location for as long as they maintain that residence. If the bargaining unit member moves, they must comply with Section 41.1 of this Agreement.

Section 41.3. New employees hired into the bargaining unit positions must comply with Section 41.1 of this Agreement within ninety (90) calendar days from the start of their employment or face termination of their employment for failure to comply with the residency requirement.

Section 41.4. Residency shall be defined as the place of abode where an individual sleeps at least four (4) nights per week and maintains his or her voter registration.

## **ARTICLE 42** **OUTSIDE EMPLOYMENT**

Section 42.1. Under no circumstances shall an employee have other employment which conflicts with the policies, objectives and operations of the Adams County Sheriff's Office.

Section 42.2. Employment "conflicts" are defined as the impairment of an employee's ability to perform the duties of his or her position with the Adams County Sheriff's Office. Two common employment conflicts, which may arise, are:

- A. Time conflict: when the working hours required of a "secondary job" directly conflict with the scheduled working hours of an employee's job with the Sheriff's Office, or when the demands of a secondary job prohibit adequate rest, thereby adversely affecting the quality standard of the employee's job performance with the Sheriff's Office.
- B. Interest conflict: when the employee engages in outside employment which tends to compromise his or her judgment, actions and/or job performance with the Employer or which impairs the Employer's reputation in the community.

Section 42.3. Full-time employment with the Adams County Sheriff's Office shall be considered the employee's primary occupation, taking precedence over all other occupations. For any day during which an employee receives pay for sick leave, injury leave, or funeral leave from the Sheriff's Office, the employee shall not be permitted to engage in any outside employment without the specific authorization of the Sheriff or designee. "Day" for the purpose of this Section shall be the twenty-four (24) hour period following the employee's regular starting time, or following when the employee left work sick.

Section 42.4. Outside employment, or "moonlighting," shall be a concern to the Sheriff only if it adversely affects the job performance of the employee's duties, including attendance, with the Employer or constitutes a conflict of interest. Outside employment must be approved by the Sheriff.

- A. Effective April 1, 2012 any employee accepting non-law enforcement off-duty employment must notify the Sheriff or designee of the nature of the work, and the hours he/she will be working, prior to beginning the work. The Sheriff or designee will either approve the work or notify the employee of the reason for denial. Approval for non-law enforcement related off-duty employment will be at the discretion of the Adams County Sheriff or designee. In either case, determination shall be made within a reasonable period of time.

- B. The Adams County Sheriff retains the right to approve or deny law enforcement related outside employment, including the right to regulate law enforcement related outside employment.
- C. Bargaining unit employees who were employed, off-duty, by an outside employer on or before April 1, 2012 shall be permitted to retain that employment and are not subject to the approval process outlined in subsection A, however, the employment shall continue to be subject to the conflict of interest requirements in the remainder of this Article.

Section 42.5. Should it become apparent that an employee's outside employment is adversely affecting the employee's job performance, including attendance, the Sheriff may require that the employee refrain from such activity. Any conflict, policy infraction or other specific offense which is the direct result of an employee's participation in outside employment shall subject the employee to discipline in accordance with this Agreement.

Section 42.6. The Sheriff may request an opinion from the Adams County Prosecuting Attorney on any specific question concerning conflict of interest.

**ARTICLE 43**  
**PAID ABSENCE DAYS**

Section 43.1. Any employee in active work status, and who does not utilize any of his sick leave for any one hundred twenty (120) day consecutive calendar day period, shall be entitled to one (1) paid absence day. Paid absence days off must be requested in the same manner as a vacation or holiday request and are subject to approval based upon the workload requirements of the Employer. The one hundred twenty (120) consecutive calendar day period begins the first day following the last incident of sick leave and ends one hundred twenty (120) calendar days later. Paid absence days must be taken within one (1) year of the date of earning.

Section 43.2. Paid absence days granted under Section 43.1 above shall be charged against the employee's accumulated sick leave.

**ARTICLE 44**  
**POLICE MEMORIAL DAY**

Section 44.1. All bargaining unit members who have completed their initial departmental probationary period shall receive eight (8) hours paid absence time for National Police Memorial Day celebrated on May 15th. Paid absence

time for Police Memorial Day shall not be counted in the computation of overtime or holiday premium time.

Section 44.2. Bargaining unit members must request the Sheriff's approval for the use of this leave twenty-four (24) hours in advance of the intended usage.

Section 44.3. This type of leave will only be granted to bargaining unit members on a first request-first granted basis.

## **ARTICLE 45** **RETIREMENT**

Section 45.1. Employees approaching retirement shall be presented with the badge worn during service to the community, department patch, service decorations and nameplate suitably encased for presentation.

Section 45.2. Retired employees shall be permitted to retain their department credentials. The Employer may exercise the option to stamp credentials with the term "Retired."

Section 45.3. Retired employees may retain one (1) complete set of the Employer's formal uniform with all accessories.

Section 45.4. Employees within twelve (12) months of retirement shall be allotted one (1) day of approved leave to travel to PERS and correlate any retirement related affairs. Verification of attendance may be required by the Employer.

## **ARTICLE 46** **FAMILY AND MEDICAL LEAVE**

Section 46.1. In accordance with the Family and Medical Leave Act of 1993, the Employer's employees who have worked at least 1,250 hours in the past twelve (12) months shall be provided up to twelve (12) weeks of unpaid leave each year for one (1) or more of the following qualifying reasons:

- A. to care for a newborn son or daughter;
- B. for placement of a son or daughter with the employee for adoption or foster care;
- C. to care for a seriously ill spouse, child or parent; or
- D. because of their own serious health condition.

Entitlement to childcare shall end upon the child reaching age one (1) or twelve (12) months after the date of adoption or foster placement.

Section 46.2. Intermittent or Reduced Leave Schedule Basis:

- A. A qualified employee shall not be eligible to use family and medical leave on an intermittent or reduced leave schedule basis for reasons Section 46.1(A) and (B) above, unless the employee and the Sheriff mutually agree otherwise.
- B. A qualified employee shall be eligible to use family and medical leave on an intermittent or reduced leave schedule basis for reasons Section 46.1(C) and (D) above when medically necessary. Medical certification may be required to substantiate the need for intermittent leave.
- C. When an employee uses family and medical leave on an intermittent or reduced leave schedule basis, the Sheriff may temporarily transfer the employee to an alternative position with equivalent pay and benefits which would better accommodate the recurring periods of leave and not disrupt the services provided to the public. Upon return from leave, the employee shall be restored to his or her former position or an equivalent position.

Section 46.3. Employee Benefits and Health Insurance:

- A. Employees shall be restored to their former position or an equivalent position upon returning to work.
- B. Health insurance benefits shall continue during the period of leave, not to exceed twelve (12) weeks each year.
- C. The Employer shall continue to pay the Employer's share of the health insurance premium. The Employer may recover any premiums paid if the employee fails to return to work, unless the failure to return was due to the continuance, recurrence or onset of a serious health condition or due to other circumstances beyond the employee's control.
- D. Employees using family and medical leave shall not accrue seniority while on unpaid leave, unless the employee is using paid sick leave or vacation leave.

Section 46.4. Restrictions:

- A. Spouses employed by the County shall only be eligible for a combined twelve (12) weeks for the qualifying reasons Section 46.3(A) and (B) above. Leave used for a serious health condition of a spouse, child, parent or the employee shall not be limited to this twelve (12) week combined total.
- B. Employees may be required to use their paid leave prior to using unpaid leave for the purpose of family and medical leave (i.e., four [4] weeks of paid sick leave and eight [8] weeks of unpaid leave for a total of twelve [12] weeks).
- C. Medical certification may be required to substantiate leave for the reasons of Section 46.1 (A) through (D) above with the Employer having the option of requiring second and third opinions, at the Employer's expense. Medical certification shall include the following:
  - 1. the date the condition began;
  - 2. the probably duration of the condition;
  - 3. appropriate medical facts regarding the condition and the necessity for the leave; and
  - 4. a statement that the employee is unable to perform the essential functions of his or her position.

Section 46.5. Employee Responsibility:

- A. Employees are required to give the Sheriff at least a thirty (30) day notice, or as much notice as is practicable in foreseeable situations.
- B. When applying for leave, an employee shall designate "family and medical leave" on their leave application. (Use form designated for family and medical leave.)

Section 46.6. The Employer shall maintain records regarding employee usage of family and medical leave in compliance with the Department of Labor's requirements.

**ARTICLE 47**  
**WAIVER IN CASE OF EMERGENCY**

Section 47.1 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Federal or State Legislature, or the Sheriff, for such acts of God or civil disorder, the following conditions of the Agreement may be temporarily suspended by the Employer:

- A. Time limits for the Employer's and/or the employee's filing of, or replies in grievances; and
- B. All work rules and/or agreements and practices relating to the assignment of employees.

Section 47.2 Upon the termination of the emergency, should valid 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 grievance(s), had properly progressed, prior to the emergency.

## **ARTICLE 48** **DURATION**

Section 48.1. This Agreement constitutes the entire contract between Employer and the Labor Council and settles all demands and issues with respect to all matters subject to collective bargaining. Therefore, Employer and the Labor Council, for the duration of this Agreement, waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter which is subject to collective bargaining whether or not such subject or matter is specifically referred to herein. All past practices are specifically deleted unless addressed herein, and further, shall have no impact upon the terms and interpretation of this Agreement.

Section 48.2. This Agreement shall become effective January 1, 2012 and shall remain in effect up to and including December 31, 2014, and shall automatically renew itself from year to year thereafter, unless written notice to terminate or amend this Agreement is given by either party to the other least sixty (60) days prior to December 31, 2014, or prior to the date of expiration of any annual renewal hereof.

Section 48.3. If notice of termination shall be given, negotiations for a new Agreement shall take place during the sixty (60) days prior to the expiration of this Agreement.

**SIGNATURE PAGE**

IN WITNESS THEREOF, THE PARTIES HERETO have ratified and executed this Agreement at West Union, Ohio this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

FOR EMPLOYER

FOR THE LABOR COUNCIL

\_\_\_\_\_  
Kimmy R. Rogers  
Adams County Sheriff

  
\_\_\_\_\_  
Mark A. Scranton  
FOP/OLC Staff Representative

\_\_\_\_\_  
Brian Baldrige, Commissioner

\_\_\_\_\_  
Negotiating Committee Member

\_\_\_\_\_  
Roger A. Rhonemus, Commissioner

\_\_\_\_\_  
Justin D. Cooper, Commissioner

\_\_\_\_\_  
Kelly E. Babcock  
Clemans, Nelson and Associates, Inc.

Approved as to Form

\_\_\_\_\_  
Adams County Prosecutor

**APPENDIX A  
WAGE RATES**

Position	2012 Hourly Rate	Effective Pay Period 14, 2013	Effective Pay Period 14, 2013
Sergeant	\$17.96	\$18.13	\$18.48

EXHIBIT B

GRIEVANCE FORM (To be inserted later)

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

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

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Case No(s): 11-MED-09-1293  
(Sergeants)

and,

ADAMS 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 by the Fraternal Order of Police, Ohio Labor Council, Inc. (FOP/OLC) in the above-referenced case(s). This Agreement is the result of a Fact-finder's award which was deemed accepted by the parties in the above-referenced case. The FOP/OLC was unable to get the Employer to sign the Agreement.

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. Matt Baker  
[mbaker@clemansnelson.com](mailto:mbaker@clemansnelson.com)