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**AGREEMENT BETWEEN**  
**THE STARK COUNTY SHERIFF**  
**AND**  
**FRATERNAL ORDER OF POLICE**  
**EFFECTIVE October 1, 2013**

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## **ARTICLE 1**

### **AGREEMENT**

**SECTION 1.** This Agreement is made and entered into by the Stark County Sheriff hereinafter referred to as the "Sheriff", Appointing Authority or the Employer, and the Fraternal Order of Police, Ohio Labor Council, Inc., As the exclusive representative of the bargaining unit, and hereinafter referred to as the FOP.

## **ARTICLE 2**

### **PURPOSE**

**SECTION 1.** The Employer and the FOP agree that they have entered into negotiations to establish this Agreement which has as its purpose the following:

- A. To achieve and maintain a satisfactory and stabilized Employer-employee relationship and to promote improved work performance;
- B. To provide for the peaceful and equitable adjustment of grievances which may arise;
- C. To attract and retain qualified employees by providing those benefits compatible with the financial resources of the Employer;
- D. To assure the effectiveness of service by providing an opportunity for employees to meet with the Employer, either individually or through their representatives, to exchange views and opinions on policies and procedures affecting the conditions of their employment;
- E. To insure the right of every employee to fair and impartial treatment; and
- F. To provide an opportunity for the FOP and the Employer to negotiate to determine wages, hours, terms and other conditions of employment. This Agreement pertains to employees within the bargaining unit defined hereunder.

## **ARTICLE 3**

### **RECOGNITION**

**SECTION 1.** The Employer recognizes the Fraternal Order of Police/Ohio Labor Council as the sole and exclusive representative for those employees of the Employer in the bargaining unit. Wherever used in this Agreement, the term

“bargaining unit” shall be deemed to include those individuals employed full-time in and holding a position in one of the following classifications certified by the State Employment Relations Board in Case Number 99-REP-09-0194:

Captains

Lieutenants

**SECTION 2.** This agreement includes all those described in Section 1 of this Article. The Employer shall notify the Union fourteen (14) calendar days prior to the effective date of any changes in the classification plan of bargaining unit members.

**SECTION 3.** Notwithstanding the provisions of this Article, the Sheriff, Corrections Supervisor 1, Sergeants, Deputies, Clerks, confidential, management, fiduciary and all other employees not specifically included in the bargaining unit shall be excluded from the bargaining unit.

## ARTICLE 4

### REPRESENTATION

**SECTION 1.** Employees selected by the FOP to act as representatives for the purpose of processing grievances under the grievance procedure shall be known as associates. The associate may have an alternate associate to act as associate in the absence of the regular associate.

**SECTION 2.** The Employer agrees to admit not more than two (2) FOP Staff Representatives to the Employer’s facility during the Employer’s normal office business hours Monday through Friday. Upon entering, such FOP Staff Representatives shall identify themselves to the Employer or his designated representative. FOP Staff Representatives shall only be permitted in the areas of the facility designated by the Employer or his designated representative.

**SECTION 3.** The FOP shall notify the Employer, in writing, of the names of the Associates before they will be recognized by the Employer.

For the purpose of this Article, appropriate FOP representative business is defined as :

- A. representation of a member at any step of the grievance;
- B. representation of a member at a disciplinary conference;
- C. Attendance at meetings between the FOP and Employer where their attendance is requested.

The Associate shall be permitted reasonable time off with pay to conduct appropriate FOP representative business as defined in the Section.

**SECTION 4.** Rules governing the activities of Associates and alternates are as follows:

- A. The Associate or alternate must obtain, in advance, authorization of his or her immediate Supervisor before beginning appropriate FOP representative business as defined above.
- B. The Associate or alternate shall identify the reason for the request at the time FOP representative business time is requested.
- C. The Associate or alternate shall not conduct FOP representative business in any work area without notifying the Supervisor in charge of the area about the nature of the representative business.
- D. The Associate or alternate shall cease FOP representative business upon the reasonable order of the Supervisor of the area in which such business is being conducted, or upon the reasonable order of the associate or alternate's immediate Supervisor. Failure to comply with such order may result in disciplinary action—if it is found that the Associate or alternate is abusing the rules of this Section.

**SECTION 5.** Any changes made in the Associates, alternate Associates, or officers shall be furnished to the Employer before being recognized by the Employer.

**SECTION 6.** Before leaving the job to conduct FOP representative business, FOP representatives shall be required to complete the representative time form. Said forms shall be furnished by the Employer and are attached hereto as Appendix A.

## **ARTICLE 5**

### **MAINTENANCE OF MEMBERSHIP**

**SECTION 1.** The Employer and the FOP agree that membership in the FOP is available to all employees occupying job titles as has been determined by this Agreement appropriately within the bargaining unit upon the successful completion of their probationary period.

**SECTION 2.** The Employer agrees that payroll dues deduction for those employees in the bargaining unit shall be available to the sole and exclusive representative of those employees only and no other organization shall be granted such rights.

**SECTION 3.** No new cards will be required to be signed by the bargaining unit unless required by the County Auditor.

**SECTION 4.** It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the FOP

hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the FOP, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the FOP.

**SECTION 5.** The Employer shall be relieved from making such “check-off” deductions upon (a) termination of employment, or (b) transfer to a job not covered by the bargaining unit, or (c) layoff from work, or (d) an agreed leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law.

**SECTION 6.** The Employer shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

**SECTION 7.** It is agreed that neither the employees nor the FOP shall have a claim against the Employer for errors in the processing of deductions. If a claim of error is made to the Employer in writing within thirty (30) days after the date such error is claimed to have occurred, and it is found an error was made, the error will be corrected at the next pay period that FOP dues are normally deducted, by deducting the proper amount from the pay of the employee to correct said error. Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

**SECTION 8.** Deductions provided for in this Article are subject to the approval of the County Auditor and shall be made during two (2) regular pay periods each month. In the event a deduction is not made for any FOP member during any particular month, the Employer, upon written verification of the FOP, will make the appropriate deduction from the following two pay periods if the deduction does not exceed the total of two (2) pay periods regular dues from the pay of any FOP member.

**SECTION 9.** Employees who are members of the Union may cancel dues deduction by directing a certified letter to the Union and Employer in a period prior to the expiration of this Agreement as set forth herein. All dues deductions shall cancel upon the termination date of this Agreement, unless the parties mutually agree to continue this Agreement.

**SECTION 10.** The Employer agrees to remit all dues to the Union along with a warrant in the aggregate amount of the deductions to FOP/OLC at 222 East Town Street, Columbus, Ohio 43215-4611, or such other address as set by FOP/OLC from time to time.

**SECTION 11.** Any present employee who is a member of the Union on the effective date of this Agreement and any new employee who voluntarily elects membership, may not resign from the Union during the term of this Agreement except as provided herein.

If any employee desires to resign he or she may do so no earlier than ninety (90) calendar days prior to the termination date, and no later than sixty (60) calendar days prior to the termination date of this Agreement. Such notices to resign shall be effective on the termination of the Agreement and must be forwarded to the Employer prior to the termination of the Agreement.

**SECTION 12.** The parties agree to the reinstatement of a Fair Share provision if the United States Supreme Court overrules the Federal District Court decision in *Jordan v. City of Bucyrus*, 754 F. Supp. 554 (N.D. Ohio 1991). Said Fair Share provision shall be in conformance with the Federal Court decision.

Except as otherwise provided herein each eligible employee's written authorization for dues deduction shall be honored by the employer for the duration of this Agreement.

## **ARTICLE 6**

### **EMPLOYEE'S RIGHTS**

**SECTION 1.** All employees in the bargaining unit shall be entitled to the following rights:

- A. Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to a shift, unless operational necessities require otherwise. The sessions shall be for reasonable periods of time and shall provide for rest periods and attendance to physical necessities. An employee who is the subject of an internal investigation may request an attorney of his/her own choosing to be present in lieu of the union representative provided said employee signs the waiver form attached to this Agreement. (See waiver form)
- B. The employee's home address and photograph shall not be given to the press or news media without the employee's express consent. If any of the aforementioned are leaked to the media, it will not negate the department's right to proceed with the matter at hand.
- C. Complaints against an employee, anonymous or otherwise, when designated by the Sheriff to be unfounded shall not be included in the personnel file of the employee and may not be used in any subsequent disciplinary proceedings.
- D. Before the employee may be charged with insubordination or a like offense for refusing to answer questions or participate in an

investigation, he or she shall be advised that such conduct may be the basis for disciplinary action.

- E. In a criminal investigation, interview, or interrogation, the employee shall be provided the same constitutional and statutory safeguards afforded to all citizens.
- F. Any employee in the bargaining unit may be required to take a polygraph examination as provided herein.

Any employee making or bringing an allegation against a bargaining unit member will be required to take and pass a polygraph examination as provided for herein prior to requiring the bargaining unit member to take a polygraph exam.

If a non-employee makes or brings an allegation against a bargaining unit member, said individual will be requested to take a polygraph examination. If the individual chooses not to take a polygraph, the bargaining unit member may be required to take a polygraph exam only upon the completion of a thorough investigation, demonstrating probable cause to substantiate the allegations.

It is understood that the polygraph is an investigative tool and not a determiner of fact and that it will not be used for harassment or in frivolous matters. No employee will be disciplined or dismissed based solely on the results of the examination. Only a certified expert from an accredited polygraph school that would be recognized by the Ohio Association of Polygraph Examiners will be used to conduct polygraph examinations. All polygraph examinations will be conducted at an "off station" location unless otherwise agreed to by both parties.

- G. Any time any member uses deadly force resulting in serious physical harm or death to another human being, said member shall be relieved from all duties with pay until a determination is made by a competent authority that the act was justified. Upon returning to work, the member, if he/she requests, shall be assigned at least two (2) weeks of duty that does not require the carrying of firearms. If any counseling is required as a result of the use of deadly force, the expense will be paid by the Employer to the extent that the current hospitalization insurance does not cover.

## **ARTICLE 7**

### **MANAGEMENT RIGHTS**

**SECTION 1.** Nothing herein shall be construed to restrict any Constitutional, Statutory, or inherent exclusive appointing authority rights with respect to matters of general managerial policy of the Employer. The Employer retains the right and the authority to administer the business of the Stark County Sheriff's Office and

in addition to other functions and responsibilities which are not specifically modified by this Agreement, the FOP shall recognize the Employer has and will retain the full right and responsibility to the operations of the department, to promulgate rules and regulations and to otherwise exercise management's rights enumerated as follows:

A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for just cause;

B. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;

C. To determine each Department's goals, objectives, programs and services, and utilize personnel in a manner designed to effectively and efficiently meet these purposes;

D. To determine the size and composition of the work force and each department's organizational structure, including the right to layoff employees from duty due to lack of work and lack of funds;

E. To determine work schedules and the necessity of overtime work and the amount required thereof, and to establish the necessary policies and procedures for all employees;

F. To determine when a job vacancy exists, the duties to be included in all job classifications and the standards of quality and performance to be maintained;

G. To determine the overall budget and uses thereof; and

H. To maintain the security of records and other pertinent information.

SECTION 2. All rights and responsibilities of the Employer not specifically modified by this Agreement shall remain the functions of the Employer. The above-enumerated management rights shall in no event contravene the terms of this Agreement and shall be subject thereto.

## **ARTICLE 8**

### **POLICIES AND PROCEDURES**

SECTION 1. The FOP recognizes that the Employer or his designee(s), in order to carry out his statutory mandates and goals, has the right to promulgate policies and procedures to regulate the personal conduct of employees when on the job and the conduct of the Employer's services and programs.

SECTION 2. It is the Employer's intention that policies and procedures shall be interpreted and applied uniformly to all employees under similar circumstances.

SECTION 3. It is agreed that where the Employer has determined that written policies and procedures are necessary, the Employer will make them available to the employees. Copies of newly established written policies and procedures, or amendments to existing written policies and procedures, will be furnished to representatives of the FOP. The Employer welcomes the comments of the representatives of the FOP on any proposed work rule.

SECTION 4. The parties recognize that it is the philosophy of the Employer to inform the employees in advance of any change in the policies and procedures. This shall be by posting a notice on the bulletin board(s), and by notification by the immediate supervisor of any new or revised policy or procedure. Once notified, such posting shall be signed by all employees to acknowledge awareness of the change. Such posting shall occur for a period of seven (7) days. Any employee on leave of absence, sick leave or vacation shall be required to sign the acknowledgment within three (3) working days upon return to work.

This section does not limit the right of the Employer to implement – if deemed necessary – policies and procedures prior to the conclusion of the acknowledgment period. However, the Employer agrees not to discipline any employee who is not aware of the change in policy or procedure if the Employer implements such change prior to the completion of the seven (7) day acknowledgment period.

SECTION 5. This Article shall not be interpreted in any manner to relieve an employee of his/her responsibilities to follow the established rules and procedures of good conduct nor shall it relieve any employee from following instructions or orders in the normal course of work. Failure to follow such instructions and orders shall be grounds for disciplinary action. The FOP waives no right to contest any instructions or orders, through the grievance procedure, which may be in violation of this Agreement.

## **ARTICLE 9**

### **CORRECTIVE ACTION**

SECTION 1. No employee shall be reduced in pay, or position, suspended, discharged or removed except for just cause. Further, no other form of disciplinary action will be taken against any employee except for just cause.

SECTION 2. Unless agreed otherwise between the Union and the Employer, the Employer shall make reasonable efforts to issue suspensions within thirty (30)

days after receipt of the hearing officer's report which is issued following the pre-disciplinary hearing.

SECTION 3. A. Except in instances where the employee is found guilty of gross misconduct, discipline will be applied in corrective, progressive and uniform manner.

B. 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. Progressive discipline shall include the following: verbal warnings, written reprimands, suspensions, and terminations.

SECTION 4. Upon his or her request, an employee shall be permitted to have a Union representative present during a formal disciplinary meeting. If a Union representative is requested by a member facing any pre-disciplinary hearing, the Union Staff Representative or his designee shall represent members of the bargaining unit at all pre-disciplinary hearings or disciplinary meetings.

SECTION 5. Records of instruction and cautioning and written reprimands shall cease to have force and effect nine (9) months after their effective date, providing there is no intervening disciplinary action(s) taken during that time period. Records of suspension of three (3) days or less shall cease to have force and effect eighteen (18) months after their effective date, providing there is no intervening disciplinary action(s) taken during that time period. Records of suspension in excess of three (3) days shall cease to have force and effect twenty-four (24) months after their effective date, providing there is no intervening disciplinary action(s) taken during that time period.

An employee may request in writing that verbal reprimands and written reprimands cease having force and effect six (6) months after their effective date; records of suspension of three (3) days or less cease having force and effect after twelve (12) months after their effective date; and records of suspension in excess of three (3) days cease having force and effect eighteen (18) months after their effective date. This request shall be made to the Sheriff or his designee and shall be based upon demonstration by the employee that the employee has taken steps to improve their job performance. The employee shall not be eligible where there is intervening disciplinary taken or pending during the effective period of discipline.

SECTION 6. The Employer agrees that all disciplinary procedures shall be carried out in a private and businesslike manner.

SECTION 7. Upon the employee's review and request, disciplinary records which no longer have force and effect shall be removed from the active file of the employee by placing such records in a sealed envelope and retaining such

envelope in the employee's file. Such sealed records shall be retained in the file pursuant to the Ohio Public Record laws.

SECTION 8. Upon his or her request, an employee shall be permitted to have a Union representative present at any disciplinary meeting.

SECTION 9. Disciplinary action may be appealed through the grievance and arbitration procedure. Disciplinary action must be filed at the appropriate level of the grievance procedure within five (5) calendar days from the receipt of the notice of discipline by the employee.

SECTION 10. Any person under arrest or indictment may, in the Sheriff's sole discretion, be permitted to remain on duty during pendency of the criminal proceedings, may be placed on paid leave during pendency of criminal proceedings, or may be subject to discipline up to and including termination, during the pendency of criminal proceedings. Any discipline issued pursuant to this section is subject to the grievance procedure as set forth in Article 11.

## **ARTICLE 10**

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

SECTION 1. The provisions of this Agreement shall be applied equally to all applicants for employment as well as to all employees in the bargaining unit. No person or persons or agency responsible to the Employer, nor the FOP and its officers and members, shall discriminate against any employee based on the following: age, sex, marital status, race, religion, color, creed, national origin, political opinions or affiliation. The FOP shall share equally with the Employer the responsibility for applying this provision of the Agreement.

SECTION 2. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

SECTION 3. The Employer agrees not to interfere with the rights of eligible employees to become members of the FOP, and there shall be no discrimination, interference, restraint, or coercion by the Employer or his/her representatives against any legal employee activity or employees acting legally in an official capacity on behalf of the FOP.

SECTION 4. The FOP agrees not to interfere with the rights of employees to not become members of the FOP, and there shall be no discrimination, interference, restraint, or coercion by the FOP or its representatives against any employee exercising the right to abstain from membership in the FOP.

SECTION 5. The FOP recognizes its responsibility as bargaining agent and agrees to equitably represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

## **ARTICLE 11**

### **GRIEVANCE PROCEDURE**

SECTION 1. The grievance procedure is a formal mechanism intended to assure that employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered, and appropriate action taken to correct a particular situation.

SECTION 2. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement.

SECTION 3. A grievance, under this procedure, may be brought by any member of the bargaining unit. Where a group of the bargaining unit members desire to file a grievance involving a situation affecting each member in the same manner, one member selected by such group will process the grievance.

SECTION 4. All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step except for grievances involving suspensions, promotions or terminations, which shall be introduced at Step 2 of the grievance procedure.

Any employee may withdraw a grievance without precedent by submitting in writing a statement to that effect, or (prior to a response at step 2) by permitting the time requirements to lapse without further appeal.

Any grievance not answered by management within the stipulated time limits shall be considered to have been answered in the negative and may be appealed to the next step of the grievance procedure.

SECTION 5. The written grievance shall be submitted on the Employer provided grievance form attached as Appendix C, and shall contain the following information:

- A. Aggrieved employee's name;
- B. Aggrieved employee's classification;
- C. Name of the employee's immediate supervisor;
- D. Date and time of the incident giving rise to the grievance;

- E. Date and time the grievance was first discussed;
- F. Date grievance was filed in writing at Step 1;
- G. A statement as to the specific Articles and Sections of the Agreement violated;
- H. A brief statement of the facts involved in the grievance; and
- I. The remedy requested to resolve the grievance.

SECTION 6. The time limitations provided for in this Article may be extended by mutual agreement between the Employer and the FOP.

SECTION 7. Each grievance shall be processed in the following manner.

INFORMAL STEP: An employee having a grievance will first bring that complaint verbally within two (2) working days of the incident giving rise to the grievance or two (2) working days after the employee should have known the facts giving rise to the grievance, to the attention of the employee's Supervisor. However, in no case will a grievance be considered which is submitted later than thirty (30) calendar days following the incident, which gave rise to the grievance. The Supervisor shall discuss the grievance with the employee within three (3) working days and within twenty-four (24) hours of their discussion respond to the employee with an answer.

If the employee is not satisfied with the response given by the Supervisor, the employee shall, within five (5) working days, reduce the grievance to writing on the form provided by the Union Associate and submitted at Step 1.

STEP 1 – DIVISION COMMANDER : The Division Commander, upon receipt of a written grievance, shall schedule a formal meeting to be held within three (3) working days of the request between him/herself and the employee filing the grievance. Prior to this meeting taking place, the Division Commander shall make a complete and thorough investigation of all the alleged allegations contained in the grievance. The Division Commander shall provide the employee with his/her written response to the grievance within three (3) working days. If the employee is not satisfied with the written response received from the Division Commander, the employee may, within five (5) working days, pursue the grievance to Step 2 of the procedure.

STEP 2 – THE SHERIFF: The Sheriff, or his designated representative, upon receipt of a written grievance, shall schedule a formal meeting within three (3) working days between him/herself and the employee filing the grievance. Prior to this meeting taking place, the Sheriff or his designated representative shall make

a complete and thorough investigation of all the alleged allegations contained in the grievance. Within seven (7) working days after receipt of the written complaint, the Sheriff or his designee shall provide the employee with his/her written response to the grievance.

STEP 3 – ARBITRATION: If the grievance is not satisfactorily resolved at Step 2, it may be submitted to Arbitration upon request of the FOP in accordance with this Section of this Article. If specific administrative relief of a judicial or a quasi-judicial nature is provided for by the statutes of the State of Ohio or the United States for review or redress of specific matters; (limited to the Equal Employment Opportunity Commission or the Ohio Civil Rights Commission), such matter may not be considered for arbitration under this Article. The FOP, based on the facts presented, has the right to decide whether to arbitrate a grievance. The right of the FOP to request arbitration over an unadjusted grievance is limited to a period of thirty (30) calendar days from the date final action was taken on such grievance under Step 2 in the grievance procedure, and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the Employer.

A. Upon receipt of a notice to arbitrate, either party may request the Federal Mediation and Conciliation Service to submit a list of seven impartial persons qualified to act as arbitrator in accordance with its then applicable rules and regulations.

The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the FMCS. The FOP shall be the first to strike a name from the list in the first arbitration under this Agreement, with the parties then alternating which party shall strike first. The first party will strike a name from the list, then the other shall strike a name and alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. Each party shall have the option to completely reject one (1) list of names provided by FMCS and request another list.

The Arbitrator shall limit his decision strictly to the interpretation, application or enforcement of the specific Articles and Sections of this Agreement, and he/she shall be without power or authority to make any decision:

1. Contrary to or inconsistent with or modifying or varying any way the terms of this Agreement.
2. Contrary to, inconsistent with, changing, altering, limiting or modifying any practice, policy, rules or regulations presently or in the future established by the Employer so long as such practice, policy, rules or regulations do not conflict with this Agreement.

3. Concerning the establishment of wage scales, or change in any wage rates, except as provided in this Agreement.

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

C. The decision of the Arbitrator resulting from an arbitration of grievances hereunder shall be in writing and sent to the Employer, the FOP/OLC, and the Grievant. The decision of the Arbitrator shall be binding on both parties.

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

SECTION 8. For the purpose of this Article, the term working days shall mean the working days of the employee when the employee is the moving party and the working days of the Employer when the Employer is the responding party—except for Saturdays, Sundays, and holidays.

Any employee may choose an employee FOP representative or his/her FOP/OLC Staff Representative to accompany him/her in Step 1 through Step 3 of the procedure. Should the employee choose to be represented by the FOP/OLC Staff Representative, the dates and times for all step hearings shall be jointly set by the Employer and the FOP/OLC Staff Representative.

Employees wishing to file a grievance may do so by obtaining a grievance form from the FOP/OLC.

## **ARTICLE 12**

### **LABOR/MANAGEMENT COMMITTEE**

SECTION 1. In the interest of sound labor/management relations, unless mutually agreed otherwise, once each calendar quarter and on a mutually agreeable day and time, the Sheriff or his designee(s), which shall not exceed

more than two (2), shall meet with not more than two (2) representatives of the bargaining unit to discuss issues of mutual Employer/employee interest.

SECTION 2. The party requesting such a meeting shall furnish the agenda to the other party at least five (5) working days in advance of the scheduled meeting. The agenda, if provided by the Union, shall include the names of the bargaining unit representatives who will be attending. The purpose of such meeting shall be to:

- A. Notify the Union of changes made by the Sheriff which affect the bargaining unit;
- B. Disseminate general information of interest to the parties;
- C. Discuss ways to increase productivity and efficiency; and
- D. To consider and discuss health and safety matters relating to employees.

SECTION 3. It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

SECTION 4. Employee representatives who are scheduled to be at work during the time of a labor/management meeting shall not suffer a loss of pay. It is further agreed that any employee on duty may be required to return to work if an emergency arises during this meeting.

## **ARTICLE 13**

### **NO STRIKE/NO LOCKOUT**

SECTION 1. Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the FOP recognize their mutual responsibility to provide for uninterrupted services to the citizens of Stark County.

SECTION 2. The FOP agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any concerted strike, work stoppage, or any other interruption of operations or services of the Employer by bargaining unit members. When the Employer notifies the FOP that any bargaining unit members are engaged in any strike activity, as outlined above, the FOP shall immediately, conspicuously post notice over the signature of an authorized representative of the FOP to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work. Should the FOP fail in its efforts to end the strike or other work stoppage, the Employer shall utilize any other legal recourse or

remedy to resolve the matter. Any employee failing to return to work after notification by the FOP as provided herein or who participates in or promotes such strike activity as previously outlined shall be disciplined by the Employer in accordance with applicable law.

SECTION 3. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lock-out of members of the bargaining unit.

## **ARTICLE 14**

### **LAYOFF AND RECALL**

SECTION 1. Whenever the Employer determines that a layoff is necessary because of lack of funds or lack of work or abolishment of positions in the bargaining unit, the Employer shall notify the Union and the affected employee(s) at least five (5) days in advance of the date of layoff.

SECTION 2. The Employer shall determine in which classification(s) and which work section(s) layoff will occur. Within each classification affected, displacement shall occur in the following order:

A. Bargaining unit employees who have not completed their probationary periods and with the least seniority with the Employer in accordance with Section 1, Article 16, Seniority.

B. Bargaining unit employees who have completed their probationary periods and with the least seniority with the Employer in accordance with Section 1, Article 16, Seniority.

The order of layoff in each of the above categories shall be determined by least seniority with the Employer. If two or more employees have the same amount of seniority with the Employer, the employee with the least amount of seniority in the classification shall be displaced.

SECTION 3. The Employer may abolish positions in the bargaining unit for reasons of reorganization for the efficient operation of the department, for reasons of economy, or for lack of work. The Employer agrees to provide the FOP with an explanation of the Employer's decision to abolish positions and any supporting documentation prior to the implementation of such action. The Union may appeal abolishment(s) or layoff(s) through the grievance and arbitration procedure. Employee(s) whose positions are abolished may apply their seniority with the Employer to displace an employee with less seniority with the Employer and in the same classification as the employee whose position has been abolished.

SECTION 4. Employees who are placed on layoff and bump into the bargaining unit which is governed by the labor Agreement between the Stark County Sheriff and the FOP of Ohio Labor Council shall be entitled to seniority rights as defined by such agreement. Employees must notify the Employer within seven days from receipt of layoff notice of their intent to exercise displacement rights.

SECTION 5. Employees who are placed on layoff may request to receive payment for earned but unused vacation, bonus and personal time benefits. If the employee chooses to not exercise this option and the employee is not recalled as set forth in this Article, these benefits will be paid any time during the recall period at the hourly rate earned at the time of layoff without accrued interest. Employees not requesting payment during the recall period will be paid automatically at the end of the recall period.

SECTION 6. Recall from layoff will be made in reverse order of layoff, that is, the last employee placed on layoff from a classification shall be the first to be recalled. Employees who refuse recall to a classification from which they have been laid off shall lose seniority and recall rights. Employees who fail to return to work within fourteen (14) calendar days following the date of notification, or the date of the postmark of any written certified notification, shall lose seniority and employment rights in accordance with Article 16, Seniority.

SECTION 7. Bargaining unit employee(s) shall be entitled to choose between accepting the layoff in the position they hold or bumping as defined herein and shall have recall rights to their former position for a period of twenty-four (24) months.

## **ARTICLE 15**

### **TRANSFERS AND EXAMINATION**

SECTION 1. Employees shall be permitted to submit requests for transfer throughout the year. Such requests shall be considered by the Employer when assignments or reassignments are made.

SECTION 2. Whenever the Employer determines that a vacancy exists which can be filled through such transfer of an employee, a notice of such vacancy shall be posted on the Employer's bulletin board for a period of fourteen (14) consecutive calendar days, not including the day of posting. During this period, any employee who holds a position in the same classification as the vacant position may submit a letter of interest to the Employer.

SECTION 3. When the Employer determines the individual to be transferred within his or her classification, the Employer shall first consider the list of employees who submitted letters of interest during the fourteen (14) consecutive calendar days, not including the day of posting. However, if the Employer determines that none of the individuals who submitted letters of interest are

appropriate for the job, he shall transfer any individual in that classification that he deems to be appropriate for the vacant position.

SECTION 4. Nothing in the Article shall prevent the Employer from transferring employees within a classification at any time deemed appropriate or necessary. This includes such transfer of any employee from a position that the employee obtained through the submittal of a letter of interest.

SECTION 5. Nothing in this Article shall prevent the Employer from transferring an employee within a classification to a position during the posting and consideration period outlined in Sections 3 and 4 of this Article.

SECTION 6. Vacancies. Whenever the Employer determines that a permanent vacancy exists in the bargaining unit which cannot be filled through a transfer, a notice of such vacancy shall be posted on the Employer's bulletin board for a period of fourteen (14) consecutive calendar days, not including the date of posting. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the Employer. The Employer shall not be obligated to consider applications submitted after the fourteen (14)-day period has expired, or applicants who do not meet the qualifications for the job. Postings shall contain the classification title, rate of pay, minimum education and experience qualifications required for the vacant position, and a brief summary of job duties.

SECTION 7. The Employer shall consider only applications that meet the qualifications for the vacant positions. Every qualified applicant for the vacant position will be considered based upon the following criteria:

A. Having a passing score of at least 75 or more on the Stark County Sheriff's Office examination for the vacant Lieutenants position. (All examinations must be job-related.)

B. Work experience:

1. Three (3) years as either a Sergeant or CSI in order to be promoted to a Lieutenant.
2. One (1) year as a Lieutenant in order to be promoted to a Captain.

C. Education:

1. related coursework
2. related training
3. other coursework

D. Additional skills and abilities.

E. Interview of applicants.

F. Job performance:

1. within the Sheriff's Office
2. references of other employers

G. Recommendations and personal references.

All these criteria will be considered equally important. Each applicant will be considered using the criteria to determine which applicant is best qualified to perform the job duties of the position set forth in the Position Classification Specification. Should the Employer determine that two or more applicants are equally qualified to assume the position, the position shall be awarded to the employee with the greatest seniority.

SECTION 8. The FOP shall be notified of the individual selected within five (5) working days of appointment.

SECTION 9. An employee selected shall be considered to have qualified for the position when he satisfactorily performs the required duties with no more supervision than is required by other qualified employees in the same or similar position, and when his record of quality and quantity of work meets the standards expected by the Employer, and when he has completed a probationary period.

SECTION 10. Should an employee fail to qualify for the position acquired through job posting, he shall be returned to his former position, if such position is vacant, or to any vacant bargaining unit position for which he qualifies.

SECTION 11. An employee who is awarded a position as a result of such examination may not apply for another vacant position for a period of one (1) year from the date he assumes the new position.

## **ARTICLE 16**

### **SENIORITY**

SECTION 1. "Seniority" for all areas where seniority is a factor (such as vacation selection or shift change days off as long as the current schedule is maintained) means the employee's uninterrupted length of continuous service in the employee's classification "rank," calculated from the date of initial employment or date of last re-employment in the employee's classification "rank" if the employee has a break in continuous service. However, for the purpose of layoff, seniority shall mean the employee's uninterrupted length of continuous service with the Sheriff's Office i.e. agency seniority. Agency seniority is calculated from the date

of initial employment or the last re-employment if the employee has a break in continuous service.

In the event two or more employees have the same rank seniority as defined above their seniority shall be determined as follows:

- A. Current Employees shall maintain their current position on the seniority list;
- B. Newly promoted lieutenants shall have their rank seniority determined by Civil Service test scores or other promotional exam. The lieutenant with the highest test score shall be considered the most "senior employee" among those with the same rank seniority, and in the event there is a tie in test scores, the last four digits of the employee's social security number shall be considered, with the highest number being the most senior employee. Newly promoted Captains with the same rank seniority shall have the last four digits of the Captain's social security number considered, with the highest number being the most senior employee among those Captains with the same rank seniority.

SECTION 2. A separation of employment lasting fewer than thirty-one (31) calendar days shall not constitute a break in continuous service.

SECTION 3. Employees shall lose all seniority and employment rights upon any of the following:

- A. Discharge for just cause.
- B. Retirement or resignation.
- C. Loss of recall rights.
- D. Failure to return to work within fourteen (14) calendar days after notification of recall from layoff; unless the failure to return within such fourteen (14) calendar days is not within the control of the employee, or within such fourteen (14) calendar days the Employer agrees to an alternate date for the employee to return to work.
- E. Failure to return to work upon expiration of a leave of absence.
- F. Absence of three (3) or more consecutive work days without calling in.
- G. Absence of three (3) or more consecutive work days without reasonable excuse.
- H. Resignation from employment within the Department.

## ARTICLE 17

### BULLETIN BOARDS

SECTION 1. The Employer agrees to provide space for six (6) bulletin boards to be shared with the other units represented by the FOP. These bulletin boards shall be located as follows: one in the men's locker room, one in the women's locker room, one in the Sheriff's Office at the Courthouse (Civil Division), one in the Operations Division, one in the Jail Division, and one in the Record Room. The space provided for each bulletin board shall be approximately 2 ft. X 4 ft. The FOP agrees that these shall be the only areas used by the FOP or its members for the posting of notices of FOP business.

SECTION 2. All notices which appear on the FOP bulletin board shall be posted and signed by a FOP official in the bargaining unit during non-working time and shall relate to items of interest to the members. FOP notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

- A. FOP recreational and social affairs;
- B. Notice of FOP meetings;
- C. FOP appointments;
- D. Notice of FOP elections;
- E. Results of FOP elections;
- F. Reports of standing committees and independent arms of the FOP;  
and
- G. Legislative reports.

SECTION 3: All other notices of any kind not covered in (a) through (g) above must receive prior approval of the Employer or his designated representative. It is also understood that no material may be posted on the FOP bulletin boards which contain the following:

- A. Personal attacks upon any other member or any other employee;
- B. Scandalous, scurrilous or derogatory attacks upon the Administration; and

- C. Attacks on and/or favorable comments regarding a candidate for public office.

## **ARTICLE 18**

### **HEALTH AND SAFETY**

SECTION 1. Safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts the responsibility to make every reasonable effort to provide safe working conditions and working methods for his employees.

SECTION 2. The employee(s) accepts the responsibility to maintain his tools, equipment, and work area in a safe and proper manner, and accepts the responsibility to follow all safety rules and safe working methods of the Employer. All working conditions believed to be unsafe must be reported to the employee's Supervisor in charge as soon as the said unsafe working conditions are known.

SECTION 3. The Supervisor will investigate all reports of unsafe working conditions and will make every reasonable effort to correct any which are found and see that the safety rules and safe working methods are followed by his employees.

## **ARTICLE 19**

### **INSURANCE**

SECTION 1. The Employer agrees to continue, for the life of this Agreement, the same insurance coverage as provided to all other County employees under the County's Group Insurance Plan.

If the Union chooses to and makes arrangements to present another option of insurance coverage to the Employees, provided the Employees qualify for such insurance coverage, Employees may choose this other option through a Stark County Sheriff group plan option. If the cost of the optional insurance exceeds the amount paid by the Employer or the County under the County's Group Insurance Plan, the Employee will pay the difference, which amount will be deducted each month from the Employee's payroll check.

Effective October 1, 2013, employees covered by the group health insurance plan shall pay ten percent (10%) of the premium costs in twelve (12) monthly increments. A monthly cap of \$125.00 shall be in effect on said premium until December 31, 2013. Effective January 1, 2014 and for the remaining term of the Agreement, employees covered by the group health insurance plan shall pay ten percent (10%) of the premium costs in regular increments. A monthly cap of \$137.50 shall be in effect on said premium.

Employee contributions for the group health insurance plan will be eligible for pre-tax treatment under the County's Section 125 Plan if permitted by plan regulations. With proof of other coverage, (through an Employer other than Stark County), an employee may elect to receive \$100.00 per month in lieu of participation in the Health Insurance Plan if permitted by plan regulations.

## **ARTICLE 20**

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

SECTION 1. For all purposes of this Agreement, the standard work week shall begin at 12:01 a.m. Thursday morning and shall consist of the following one hundred sixty-eight (168) hours ending 12:00 midnight the following Wednesday.

SECTION 2. Effective the first full pay period following the signing of this Agreement, all bargaining unit employees shall be entitled to overtime compensation at one and one-half (1-1/2) times his or her regular rate of pay for time worked in excess of forty (40) hours per week.

For purposes of this Article, time worked shall include holidays, vacations, incentive (bonus) leave, paid personal leave days, jury duty and bereavement leave.

SECTION 3. Any full-time employee required to work on one of the recognized holidays is entitled to receive compensation at the rate of one and one-half (1-1/2) times his or her regular rate of pay. This is in addition to his or her regular holiday pay. Time worked, however, on one of the recognized holidays and compensation for at the premium rate of pay (1 ½ times the employee's normal hourly rate), shall not be considered time worked for the purpose of calculating overtime (i.e., pyramiding of overtime is not permitted).

SECTION 4. Any employee who is called back after completing his assigned shift shall be assigned at least two (2) hours of work. If two (2) hours are not available, or if the Employer otherwise determines that the employee's work should not continue, the Employer may excuse him or her from duty and pay a minimum of two (2) hours' work at the appropriate rate.

SECTION 5. Absent permission from the Sheriff or his designee, Employees are not permitted to work more than 16 hours in a 24 hour period to include extra duty and off duty assignments.

## ARTICLE 21

### HOLIDAYS

SECTION 1. Employees covered under this Agreement shall be entitled to the following paid holidays:

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Washington-Lincoln Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

If the Stark County Board of Commissioners designate any other day as a paid County holiday, the members of the bargaining unit shall also be entitled to such holiday. The only exception shall be the Friday after Thanksgiving due to the fact that employees in the bargaining unit have already received one (1) personal day in Article 29 in lieu of the Friday after Thanksgiving holiday.

SECTION 2. An employee who is scheduled for and does not work on a holiday shall not receive any payment for such holiday, and not any other additional payments. The only exceptions are bereavement leave and document (proof of disability) sick leave.

SECTION 3. Any employee in the bargaining unit scheduled off on one of the holidays enumerated in Section 1 shall be entitled to eight (8) hours' pay for such holiday.

SECTION 4. Any bargaining unit employee required to work one of the holidays is entitled to receive compensation at the rate of one and one-half (1 ½) times his or her regular rate of pay. This is in addition to his or her regular holiday pay. Time worked, however, on one of the recognized holidays and compensated for at the premium rate of pay (1 ½) times the employee's normal hourly rate), shall not be considered time worked for the purpose of calculating overtime (i.e., pyramiding of overtime is not permitted).

## ARTICLE 22

### DUTIES OF A HIGHER POSITION

SECTION 1. In the event that a Lieutenant or Captain is assigned by the Sheriff or his designee to act as a field training officer (FTO) for another Lieutenant or Captain, such FTO shall receive one dollar (\$1.00) per hour for every hour worked in that capacity in addition to his regular rate of pay.

**ARTICLE 23**

**DIVISIONAL OFF-DUTY TIME TRANSFER RIGHTS**

**SECTION 1.** Employees within an identifiable division of the Sheriff's Office (i.e., operations, corrections, civil & operations support.) may transfer days off or a scheduled work day (two days maximum) with prior written notice to the immediate supervisor of the personnel concerned. Employees are not permitted to trade scheduled days off or scheduled work days that are in different pay periods. Transfers of this nature will not cause overtime or a change in shift differential allowances.

**ARTICLE 24**

**VACATION**

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

<u>LENGTH OF SERVICE</u>	<u>VACATION</u>
Less than 1 year	none
1 year but less than 5 years	80 hours
5 years but less than 10 years	120 hours
10 years but less than 15 years	160 hours
15 years but less than 20 years	200 hours
20 years or more	240 hours

Such vacation leaves shall be accrued to employees at the following rates:

<u>ANNUAL VACATION ENTITLED TO</u>	<u>CREDITED PER PAY PERIOD</u>
80 hours	3.1 hours
120 hours	4.6 hours
160 hours	6.2 hours
200 hours	7.7 hours
240 hours	9.2 hours

SECTION 2. New employees of the Employer may be entitled vacation service credit earned in other state or local government agencies in Ohio during previous periods of employment.

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

Employees previously employed by another political subdivision may also be entitled to a prior service credit.

Prior service shall mean any service with the Employer, the State, or any political subdivision of the State of Ohio.

SECTION 3. No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he or she has completed one (1) year of employment with the Employer.

SECTION 4. Vacations are scheduled in accordance with the workload requirements of the individual divisions. For this reason, the Employer may require vacation requests be made by November 1 of the preceding year, and will post the vacation schedule within thirty-one (31) days. Adjustments to the November 1 schedule will be made based upon seniority and in accordance with the workload requirements as determined by the Employer.

SECTION 5. An employee wishing to change his scheduled vacation shall give the Employer two (2) weeks' advance notice. All changes in the November 1 schedule shall be on a "first come-first served" basis for those unscheduled and available weeks remaining. Any employee requesting vacation time on a "first come-first served" basis shall make their request at least one (1) week in advance of the date(s) they are requesting. The Employer may waive the one (1) week in advance notice if the employee can show that there is a bona fide emergency.

The Employer shall have the right to deny vacation request if the workload requirements so mandate.

The Employer will notify employees requesting vacation on a "first come-first served" basis, within two (2) administrative working days of their request, if it is approved or denied.

SECTION 6. Once the vacation has been approved by the Employer, alteration or cancellation of vacation days off by the Employer shall be based only on unforeseen emergency needs.

SECTION 7. Generally, vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. The Employer may, in special circumstances, permit an employee to accumulate vacation from year to year. This accumulation of vacation time must be approved in advance and must be in response to special circumstances as outlined in a written request submitted by the employee.

Twice a year, an employee may submit a written application to the Employer for payment of forty (40) or eighty (80) hours of vacation time in lieu of taking vacation. An employee may qualify for this payment only if the employee has three (3) or more weeks of vacation accumulated on the date of submission from the preceding twelve (12) months, and the employee has at least forty (40) or eighty (80) hours accumulated vacation time at the time of the payment, and has used at least two weeks of vacation in the previous twelve month period from the date of payment of the bonus. The maximum amount an employee may be paid for payment in lieu of vacation is one hundred sixty (160) hours at the employee's base rate of pay. Payment for such vacation will be made at the same time as the first and third quarter payments for the perfect attendance bonus described in Article 28, Section 14.

SECTION 8. Employees shall forfeit their right to take or to be paid for any vacation leave to their credit, which is in excess of the accrual for three (3) years. Such excess leave shall be eliminated from the employee's leave balance.

SECTION 9. Days specified as holidays in Article 21 shall not be charged to an employee's vacation leave.

SECTION 10. An employee is entitled to compensation, at his current rate of pay, for the pro-rated portion of any earned but unused vacation leave for the current year to his credit at time of separation, and in addition shall be compensated for any unused vacation leave accrued to his credit, for the three (3) years immediately preceding the last anniversary date of employment.

SECTION 11. If an employee, while on vacation, contracts an illness or injury, or experiences a death in the family, which would warrant paid sick leave had the member been at work, such employee shall, upon showing proper evidence acceptable to the Employer, be allowed to charge such absence to sick leave rather than vacation leave.

SECTION 12. In case of the death of an employee, the unused vacation leave and unpaid overtime to the credit of any such employee shall be paid to his estate.

## ARTICLE 25

### LEAVES

SECTION 1. Family Medical Leave. An employee shall be granted up to twelve (12) weeks of unpaid leave during any twelve (12) month period for any of the following reasons: (a) birth or adoption of a child, or placement of a foster child; (b) to care for a spouse, dependent child or parent who has a serious health condition as defined by the Family Medical Leave Act; or (c) a serious personal health condition as defined by the Family Medical Leave Act, that makes the employee unable to perform his or her job.

Family Medical Leave will be calculated using a rolling twelve (12) month period measured backward from the date leave is requested.

An employee's request for family medical leave must be supported by proper documentation. This documentation will include a statement by the attending physician which includes the date on which the serious health condition commenced, the probable duration of the condition, the appropriate medical facts regarding the condition, a statement that the employee is unable to perform his position or the employee is needed to care for the spouse, dependent child, or parent. The employee must also provide medical certification when they are able to resume work. If there is a disagreement regarding whether the employee suffers from a serious health condition or is able to return to work, the Employer may secure a second opinion from a physician selected and paid for by the Employer.

In order to utilize Family Medical Leave, the employee must give a minimum of thirty (30) days notice before the intended date of the leave, except for bona fide emergencies. Emergencies necessitating less than a thirty (30) day notice shall be documented by the attending physician's statement that an unforeseen emergency did exist.

During family medical leave periods, the Employer will continue to pay the health insurance premium. Any share of health insurance premiums which had been paid by the employee prior to Family Medical Leave must continue to be paid by the employee during the Family Medical Leave period. If Family Medical Leave is substituted paid leave, the Employee's share of premium shall be paid by the method normally used during any pay period. If Family Medical Leave is unpaid, the employee must make payment of his or her share of the premiums to the Stark County Commissioner's Office on the first pay date of each month (same schedule as payment made under a COBRA). If the employee does not return to work after the expiration of Family Medical Leave, the employee will be required to reimburse the Employer for payment of health insurance premiums during the Family Medical Leave, unless the employee does not return to work because of the presence of his serious health condition which prevents the

employee from performing his or her job or circumstances beyond the control of the employee.

The employee will be required to substitute any vacation leave, personal leave or if applicable, sick leave, for any part of the twelve (12) week period. The employee shall notify the Personnel Office what order he or she wishes to utilize the designated leave. If the employee fails to notify the Personnel Office, the leave shall be utilized in the following order: sick leave, vacation leave, and personal leave. At the point that an employee may be exhausting his accrued time prior to the end of his leave, the use of time will be cut to four (4) hours per pay in order to maintain co-payment for hospitalization as required by this agreement. Employees, at their discretion, shall be permitted to maintain a balance of fifty-six (56) hours of sick leave prior to making the transition to unpaid status during an authorized paid Family Medical Leave. Upon return from Family Medical Leave, the employee is entitled to be restored to the same or equivalent position as held by the employee prior to the leave. However, employees are not entitled to accrue seniority or other employment benefits while on Family Medical Leave.

If both a husband and wife are employed by the Employer, they may be jointly entitled only to a total, combined twelve (12) week period for Family Medical Leave, excluding their own serious health condition.

Male employees whose spouse or significant other who is giving birth will be permitted to utilize 7 working days of sick time for the birth with the furnishing of a physician statement as required by Article 28, Section 10. No additional sick leave shall be authorized unless the employee furnishes medical documentation and/or other evidence satisfactory to the Employer. Thereafter, other paid leave shall be substituted for the remainder of the family leave in the order specified above.

SECTION 2. Maternity. If the Employer has reason to believe that an employee is unable to fulfill usual duties by reason of pregnancy, the Employer may request in writing that said employee begin Family Medical Leave, at an earlier date than the employee has selected. Should the employee refuse, the Employer may place the employee on disability separation.

SECTION 3. Leave of Absence. The Employer may grant leave of absence without pay to an employee in the bargaining unit. Such leave may be granted for a maximum duration of six (6) months for any personal reason of the employee, and may not be renewed or extended beyond six (6) months. Leave may be granted for a maximum period of two (2) years for purpose of education, training, or specialized experience which would be of benefit to the Employer by improving performance of any level, or voluntary service in any governmentally sponsored program of public betterment. Upon completion of such a leave of absence, the employee shall be returned to the position, which he formerly

occupied, or to a similar position if his former position no longer exists. He may be returned to active pay status prior to the originally scheduled expiration of leave, if such earlier return is agreed to by both FOP and Employer. If it is found that leave is not actually being used for the purpose for which it was granted, the Employer may cancel the leave and direct the employee to return to work by giving written notice to the employee and the FOP.

SECTION 4. Failure to Return from Leave of Absence. An employee who fails to return to duty within three (3) days of the completion of a leave of absence, without reporting to the Employer or his representative, may be removed by reference to these rules.

## **ARTICLE 26**

### **MILITARY LEAVE**

SECTION 1. All employees shall be granted military leave in accordance with applicable federal and state law.

## **ARTICLE 27**

### **NON-JOB RELATED COURT LEAVE**

SECTION 1. The County shall grant full pay for regularly scheduled working hours on any day when an employee is subpoenaed for any court or jury duty by the United States, the State of Ohio, or a political subdivision. All compensation received for court or jury duty is to be remitted by the employee to the Employer. All members called to serve as jurors shall notify their Division Commander upon receipt of the Court subpoena and shall be assigned to the day shift during the period designated by the Court as standby for jury duty. Members released from jury duty prior to 4:30 p.m. shall report by telephone to their Division Commander of their release for reassignment.

SECTION 2. Employees shall not be entitled to payment under this Section when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc. These absences would be leave without pay unless the employee requests the use of vacation, bonus time or personal leave to be scheduled as provided for under the respective Articles.

**SECTION 3.** It is understood that an employee released from jury duty prior to the end of his scheduled workday shall report to work for the remaining hours.

## **ARTICLE 28**

### **SICK LEAVE/INCENTIVE LEAVE**

**SECTION 1. Sick Leave Accumulation.** Effective February 4, 1998, each employee shall accumulate up to six (6) days of sick leave per year. Said leave shall be earned at 1.85 hours per pay period.

**SECTION 2. Incentive Leave.** Each employee shall earn six (6) hours, of incentive leave or "bonus time" for each calendar month worked without any incidents of lost time. An incident of lost time means any calendar day on which any employee is absent from work for any amount of time due to unexcused absence, or unexcused tardiness, when paid time begins. A suspension is considered an incident of lost time. However, in the event an employee shall establish an abusive absentee problem, the following provisions shall apply;

- A. An employee who receives a verbal warning regarding abusive absenteeism shall not earn "bonus time" for the month during which the verbal warning was issued.
- B. An employee who receives a letter of warning or written reprimand for abusive absenteeism shall not earn "bonus time" for the month during which said warning or reprimand was issued. Said employee shall be required to provide medical documentation for each absence for a period of six (6) months from the date of the warning, reprimand or from any other subsequent related disciplinary action. Failure to provide the medical documentation shall result in the requested sick leave or absence being counted as an incident of lost time. For purposes of this section, approved Funeral Leave (either sick leave or approved without pay) shall not be counted as an incident of lost time.

**SECTION 3.** Bonus time off must be scheduled and approved at least twenty-four (24) hours in advance in consideration of the operational needs of the Employer. This requirement may be waived at the discretion of the Appointing Authority or his Designee in the case of an emergency.

**SECTION 4.** Prior to the first payday in December, each employee shall notify his Appointing Authority and/or Designee, in writing, of the manner in which he wishes to convert his unused bonus time. Any employee may either convert his bonus time to sick leave at the full value of his accumulated but unused bonus time or unused bonus time earned but not used in a calendar year may be carried over to the next calendar year. The maximum amount of bonus time, which may be carried over in any one year, shall be nine (9) days.

**SECTION 5. Charging of Sick Leave.** Sick leave shall be charged in minimum units of one half (1/2) hour. An employee shall be charged for Sick Leave only for work time missed on those days which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

**SECTION 6. Uses of Sick Leave.**

- A. Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:
- i. Illness or injury of the employee or a member of his immediate family.
  - ii. Death of a member of his immediate family (sick leave usage limited to maximum of five (5) working days).
  - iii. Medical, dental, or optical examinations or treatment of employee or a member of his immediate family, which requires the employee, and which cannot be scheduled during non-working hours.
  - iv. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee, or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.
- B. Definition of immediate family: Grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, step father, step mother, step child, a legal guardian or other person who stands in place of a parent (loco parentis), resident aunt, resident uncle, or a significant other who stands in the place of the spouse and who maintains the same residence and address as the employee. The employee has the burden to establish to the satisfaction of the Employer the significant other relationship as defined herein.

**SECTION 7. Evidence Requirement for Sick Leave Usage.** The Employer shall require an employee to furnish a standard written, signed statement explaining the nature of the illness or injury to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action possibly up to and including dismissal.



**SECTION 14.** Until December 31, 2013, in recognition of an employee's exemplary record of perfect attendance, all employees governed by this Agreement who complete a quarter (1/4) of the year with perfect attendance (January 1 to March 31; April 1<sup>st</sup> to June 30<sup>th</sup>; July 1 to September 30<sup>th</sup>; October 1 to December 31<sup>st</sup>), with no days absent for any reason whatsoever, shall be entitled to receive a bonus equal to four (4) hours pay at his or her current rate of salary. If an employee completes two consecutive quarters with perfect attendance, with no days absent for any reason whatsoever, the employee shall be entitled to receive a bonus to six (6) hours of pay at his or her current rate of salary. If an employee completes three (3) consecutive quarters of the year with perfect attendance, with no days absent for any reason whatsoever, the employee shall be entitled to receive a bonus equal to eight (8) hours pay at his or her current rate of salary. If an employee completes four (4) consecutive quarters (i.e., one complete year) of the year with perfect attendance, with no days absent for any reason whatsoever, the employee shall be entitled to receive a bonus equal to eighteen (18) hours pay at his or her current rate of salary. When an employee reaches one (1) year with perfect attendance and continues in consecutive quarters with perfect attendance, he or she shall continue to receive Eighteen (18) hours pay. Vacations, holidays, bereavement leave, military leave, jury duty, union leave, Family medical leave, or approved disability leave pursuant to Article 38 used shall not be counted as a day absent. A separate check for the bonus amount shall be issued on the pay day of the pay period which includes the last day of the quarter.

Effective January 1, 2014, in recognition of an employee's exemplary record of perfect attendance, all employees governed by this Agreement who complete a half (1/2) of the year with perfect attendance (January 1 to June 30<sup>th</sup>; July 1 to December 31<sup>st</sup>), with 8 hours or less (doctor's note required covering any hours used) absent for any reason whatsoever, shall be entitled to receive a bonus equal to ten (10) hours pay at his or her current rate of salary. If an employee completes two consecutive halves with perfect attendance, with 8 hours or less per half (doctor's note required covering any hours used) absent for any reason whatsoever, the employee shall be entitled to receive a bonus to twenty-six (26) hours of pay at his or her current rate of salary. When an employee reaches one (1) year with perfect attendance and continues in consecutive halves with perfect attendance, he or she shall continue to receive thirty-six (36) hours pay. Vacations, holidays, bereavement leave, military leave, jury duty, union leave, Family medical leave, or approved disability leave pursuant to Article 38 used shall not be counted as a day absent. The bonus amount shall be issued on the pay day of the pay period which includes the last day of the half.

## **ARTICLE 29**

### **PERSONAL LEAVE DAYS**

SECTION 1. Full time employees of the Stark County Sheriff's Office accrue two (2) personal days annually that may be scheduled with seven (7) days' notice to the Sheriff or his designee(s) except in cases of declared operational emergencies. Employees may be granted personal days with less than seven (7) days notice upon consent of the Sheriff or his designee(s).

## **ARTICLE 30**

### **BEREAVEMENT LEAVE**

SECTION 1. In the event of a death in the immediate family of an employee, the employee shall be granted sick leave (up to five [5] days) for bereavement to attend the funeral, make funeral arrangements, and carry out other responsibilities relative to the funeral. In the event of a death of an Employee's step-brother, step-sister or spouse's grandparent, the Employee shall be granted one (1) day of sick leave for bereavement. Said funeral leave shall be provided in accordance with Article 28 of this Agreement.

SECTION 2. In accordance with the above section, in the event the death of an immediate family member occurs while an employee is on vacation, his vacation may be rescheduled for up to five (5) days at a later time.

SECTION 3. Definition of immediate family: grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, stepchild, grandchild, step grandchild, a legal guardian or other person who stands in the place of a parent (loco parentis), or resident aunt, resident uncle. An employee shall furnish satisfactory written proof to the Employer in order to be entitled to bereavement leave for aunt, uncle residing with employee.

## **ARTICLE 31**

### **FOP LEAVE**

SECTION 1. The Chairman of the bargaining unit, or his alternate to the annual Conference, shall be granted time off without pay for the purpose of participating in such conference. In lieu of time off without pay, said employee(s) may elect to take approved vacation, bonus or personal leave for such meeting. The Employee must request such time off from the Employer thirty (30) calendar days prior to any such meeting. The length of such leave shall not exceed five (5) consecutive working days.

## ARTICLE 32

### INSURANCE BENEFIT CONTINUATION

SECTION 1. Employee shall retain the insurance benefits agreed upon in Article 19 under the following circumstances:

- A. When an employee is granted an approved leave of absence without pay and the period of absence does not exceed three (3) months. However, in order to receive this benefit, the employee must utilize a sick leave day (if applicable), vacation day, or personal leave day or incentive (bonus) day on the first pay day of each month in order to cover the employee's portion of the group insurance.
- B. When an employee is absent for a period of time, not to exceed three (3) months, as a result of continuous illness, or injury sustained off the job. However, in order to receive this benefit, the employee must utilize a sick leave day, vacation day, personal leave day or incentive (bonus) day on the first pay day of each month in order to cover the employee's portion of the group insurance.
- C. When an employee is injured on the job and is removed from active pay status as a result of worker's compensation claim, not to exceed three (3) months. However, in order to receive this benefit, the employee must utilize a vacation day, personal leave day or incentive (bonus) day on the first pay day of each month in order to cover the employee's portion of the group insurance.
- D. When an employee is absent due to active military service for a period not to exceed one (1) year. However, in order to receive this benefit, the employee must utilize a vacation day, personal leave day or incentive (bonus) day per month in order to cover the employee's portion of the group insurance.

SECTION 2. The employer further agrees that should the employee, who is injured on the job, be unable to return to work at the end of three (3) months, the Employer shall request the Stark County Board of Commissioners to continue coverage for the employee. The decision to continue such coverage shall be the decision of the Board and shall be made on a month by month basis. However, in order to receive this benefit, the employee must utilize a vacation day, personal leave day or incentive (bonus) day on the first pay day of each month in order to cover the employee's portion of the group insurance. If continuance is not approved, the employee is entitled to convert to an individual insurance plan by following the proper procedures required by the plan administrators.

## **ARTICLE 33**

### **THE QUARTERMASTER SYSTEM**

SECTION 1. All uniformed employees of the Employer shall wear a uniform prescribed by the Employer, and the Stark County Sheriff agrees to issue new uniform articles and apparel and replace such uniform articles and apparel as the original issue wears out. It shall be the responsibility of the Employer to determine when an article is sufficiently worn out to justify a replacement. Further, the Stark County Sheriff agrees to provide dry cleaning service for such uniform apparel.

SECTION 2. All uniform articles and apparel provided to employees in accordance with the quartermaster system shall be considered county property and shall be returned to the Employer when the employee terminates his or her employment. All property shall be subject to proper care and maintenance by the employee.

## **ARTICLE 34**

### **PAYROLL (CHECK STUB) INFORMATION**

SECTION 1. The number of hours accumulated for each employee in terms of sick time and vacation time shall be reflected on the pay stub of the regular bi-weekly payroll check.

## **ARTICLE 35**

### **STATE CIVIL SERVICE REPORTING**

SECTION 1. The parties hereby agree that for purpose of this Agreement, none of the provisions of the Ohio Revised Code or Ohio Administrative Code pertaining to the reporting of payroll (as currently contained in ORC 9.40), personnel actions, or any other type of documentation, regarding bargaining unit personnel, to the Ohio Department of Administrative Services shall apply to bargaining unit employees. However, the Employer does agree to provide those substantive rights to civil service law not otherwise modified or removed by this Agreement.

SECTION 2. It is fully understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to the express matters covered by this labor agreement.

However, it is fully understood that this Article is not intended to remove any bargaining unit member from the classified civil service status.

## **ARTICLE 36**

### **WAGES AND LONGEVITY PAYMENTS**

**SECTION 1.** Effective at the signing of this Agreement, there shall be a differential between the base hourly rate of Lieutenants and the base hourly rate of the highest paid Sergeant/CSI. The differential shall be 20%. Base hourly rate of the highest paid Sergeant/CSI shall be calculated from the top step of the Sergeant/CSI salary schedule.

Effective at the signing of this Agreement, there shall be a differential between the base hourly rate of Captains and the base hourly rate of the Lieutenants. The differential shall be 16%.

**SECTION 2.** In addition to the regular rates of pay as set forth above, a bargaining unit member shall receive longevity pay annually in accordance with the following schedule:

Effective at the signing of this Agreement, employees who have completed more than four (4) but less than fifteen (15) years of service by December 31<sup>st</sup> of the appropriate year shall be paid longevity pay of three percent (3%) of the employee's gross pay. Employees who have completed fifteen (15) years or more of service by December 31<sup>st</sup> of the appropriate year shall be paid longevity pay of Four (4%) of the employee's gross pay. Such payments shall be made in the last pay of December the year in which longevity is earned.

Effective October 1, 2013, employees who have completed four (4) but less than fifteen (15) years of service by December 31<sup>st</sup> of the appropriate year and held the rank of Lieutenant or Captain for two (2) years by December 31<sup>st</sup> of the appropriate year shall be paid longevity pay of four percent (4%) of the employee's gross pay. Employees who have completed fifteen (15) years or more of service by December 31<sup>st</sup> of the appropriate year and held the rank of Lieutenant or Captain for two (2) years by December 31<sup>st</sup> of the appropriate year shall be paid longevity pay of five percent (5%) of the employees gross pay.

**SECTION 3.** In the event the employee retires prior to December 31<sup>st</sup>, he or she shall receive an appropriate proportion of such longevity pay. There shall be no proportionate or prorate payment of longevity pay in the event of loss of seniority for any reason other than retirement.

**SECTION 4.** Effective at the signing of this Agreement, and in addition to the regular rate of pay for bargaining unit members set forth in this Agreement and in

conjunction with the existence of rotating tours of duty for bargaining unit members, there shall be a shift differential which applies as follows:

- A. Bargaining unit members are entitled to pay at their regularly scheduled rate plus a differential of forty-five cents (\$.45) per hour for regularly scheduled non-overtime work when the majority of their work occurs between 2 p.m. and 10 p.m.; or thirty cents (\$.30) per hour for regularly scheduled non-overtime work when the majority of their work occurs between 10 p.m. and 7 a.m. A bargaining unit member who is assigned by management to work another shift (8 hour day) other than the posted scheduled shift is entitled to pay at his regularly scheduled rate, plus an addition of fifty (\$.50) per hour for regularly scheduled non-overtime work. The fifty cents (\$.50) per hour will not be added to any other shift differential allowance.
- B. Bargaining unit members shall receive a pay differential only for hours scheduled and worked and shall not be given differential when on paid leave time.
- C. The shift differential will be treated as part of the basic rate for computation of overtime.
- D. The shift differential is paid to a bargaining unit member in addition to his basic rate of pay for the regular tour of duty starting within the hours designated above. However, any overtime hours worked in conjunction shall not be eligible for shift differential unless the employee works another full tour of duty. (For example, a bargaining unit member worked a regularly scheduled day tour of duty from 6 a.m. to 2 p.m. and then works from 2 p.m. to 6 p.m. This employee receives no additional differential compensation. However, an employee who works the regular tour of duty from 6 a.m. to 2 p.m. then works from 2 p.m. to 10 p.m. shall have completed a second full tour of duty and will be entitled to the appropriate differential compensation for these hours of 2 p.m. to 10 p.m.)
- E. In the event of an emergency circumstance, the Employer may place a Bargaining unit member into a swing shift position (defined as being scheduled to work three (3) different shifts within the same pay period) for the duration of the emergency. Bargaining Unit Members in this swing shift position shall receive an additional fifty cents (\$.50) per hour for any hours worked while assigned to the swing shift.

SECTION 5. Any probationary employee in the bargaining unit shall remain one (1) step behind the other bargaining unit members. This step shall be 6.5% less than the base hourly rate earned by bargaining members. However, upon the successful completion of his or her probationary period, such employees shall move to the same step of the salary schedule as the other bargaining unit members.

## ARTICLE 37

### PROBATIONARY PERIOD

SECTION 1. Every employee will be required to complete a probationary period of 365 days. Time spent on a leave of absence shall not count toward completion of the probationary period.

SECTION 2. An employee failing to complete his or her promotional probationary period shall be returned to his or her former classification. Such employee shall not have the right to grieve such probationary failure. Prior to the completion of said probationary period, such employee has the right to choose to return to his or her former classification.

SECTION 3. Should a probationary employee be laid off, the employee shall retain credit for that part of the probationary period which the employee successfully completed prior to the layoff. The employee shall retain such probationary period credit as long as the employee is entitled to recall rights. Should the employee return from layoff during the recall period, he or she shall only be required to complete the balance of the probationary period for the classification.

## ARTICLE 38

### DISABILITY LEAVE

SECTION 1. In the event an employee suffers a service connected injury, the Employer shall provide the employee with disability pay for the duration of the convalescence, up to a maximum of six (6) months. Such disability pay shall be calculated as the difference between the employee's average net pay (Average net pay shall be defined as the highest of the following: (1) the current fiscal year average net pay; (2) prior fiscal year average net pay; or (3) the combination of the current and prior years of average net pay) and the approved Workers' compensation payment. For example, if it is documented that workers' compensation will provide two-thirds (2/3) of the employee's net pay for a given week, the disability pay for that week will be the one-third (1/3) of the employee's net pay.

SECTION 2. Disability pay is not an advance of workers' compensation, but a supplement to it. The Employer shall not be required to make any advance of workers' compensation payments under this Article. Payments shall be made only after the employee has provided the Employer a copy of the workers' compensation documentation detailing the amount awarded and the effective dates of the award. Any employee applying for disability leave must sign the

Agreement to Reimburse incorporated in this contract prior to receiving any disability pay.

SECTION 3. If it is ultimately determined that the employee is not entitled to workers' compensation for any period of time, the employee shall refund all disability pay received for the applicable period of time. If the employee fails to refund such disability pay, the Employer may recoup the payment by making an appropriate adjustment as set forth in the Agreement to Reimburse.

SECTION 4. This article applies only to injuries incurred after October 1, 1994. The Employer shall not be liable for any disability pay in connection with injuries suffered prior to that date, even if the period of convalescence extends after the date noted above.

## **ARTICLE 39**

### **OUTSIDE EMPLOYMENT**

SECTION 1. Employees must recognize that the Stark County Sheriff's Office is their primary employer. No employee may accept employment with any other employer which is in conflict with his/her role as an employee of the Stark County Sheriff's Office as determined by the Stark County Sheriff or his designee. The Stark County Sheriff's Office retains the right to approve law enforcement related off-duty outside employment, including the right to regulate law enforcement-related off-duty outside employment by promulgating and enforcing rules as approved by the Stark County Sheriff.

SECTION 2. Any employee accepting non-law enforcement related off-duty employment must notify the Employer or his designee of the nature of the work, and the hours that he/she will be working, prior to beginning the work. The employer or his designee will either approve the work or notify the employee of the reason for denial. Such determination shall be made within a reasonable period of time. Approval for non-law enforcement related off-duty employment will be at the discretion of the Stark County Sheriff or his designee, but such approval will not be unreasonably withheld.

SECTION 3. Any member of the Stark County Sheriff's Office employed in law enforcement or non-law enforcement related employment at the time of the signing of this Agreement shall timely submit to the Stark County Sheriff the details and hours of work involved in that employment. If, after review, the Stark County Sheriff or his designee determines that employment to be in conflict with Section 1 or 2 of this Article, the employee shall be permitted a reasonable period of time to terminate the employment without suffering economic hardship.

SECTION 4. This Article does not apply to any employment issue that is currently under dispute and submitted to the Ohio Ethics Commission for review.

SECTION 5. Any and all disputes arising out of this article shall be subject to the grievance procedure set forth in Articles 9 and 11 of this Agreement.

## **ARTICLE 40**

### **SUBSTANCE ABUSE SCREENING**

SECTION 1. Substance abuse screening or testing shall be conducted based upon probable cause, and/or on a random basis as set forth herein. Probable cause is defined as an apparent state of facts, circumstances, or information which exists from an inquiry by the supervisor, or from a credible source confirmed by the supervisor, which would induce a reasonably intelligent and prudent person to believe the employee was under the influence or using drugs or alcohol. This testing shall be conducted for administrative purposes and the results obtained shall not be used in criminal proceedings. The following procedure shall not preclude the Employer from other administrative screening for purposes of hiring and promotions.

SECTION 2. Random drug screening will be conducted periodically within the Sheriff's Office, in accordance with the following procedures:

- A. The employees selected for random drug screening will be determined through a computerized random selection program, which has been made available by the Data Processing Department. All employees will be assigned a number on a master list for the purpose of this program.
- B. For each random selection made, only those employees who are scheduled and are working on the day that the random screening is scheduled will be contacted to participate in the drug screening program for that day.
- C. On site employee representatives of the FOP/OLC will be present at the time the Sheriff or his designee opens the list of employees selected to participate in the drug screening for that day.
- D. Employees who have been selected will receive proper verbal and written confirmation from the Sheriff. The written notification letter shall contain specific instructions for obtaining the urine specimen.

SECTION 3. Drug screening/testing shall be given to employees to detect the illegal use of controlled substances as defined in Section 3719.01 of the Ohio Revised Code. Screening may also be given to employees to detect the use of alcohol during working hours. Employees are prohibited from consuming alcohol for a period of at least four (4) hours preceding any scheduled working shift, and during any working shift, or from being otherwise impaired from alcohol. Impairment is defined as .05% or greater breath alcohol content, BAC.

SECTION 4. If an employee is suspected of illegal use of controlled substances or the use of alcohol during working hours, the appropriate supervisor will gather all information, facts, and circumstances leading to and supporting the suspicion. The supervisor shall immediately notify the Sheriff or his designee of the suspicion. The Sheriff or his designee will then determine whether probable cause exists to warrant screening. If the Sheriff or his designee determines that probable cause to test exists, the employee will be ordered to testing. If the Sheriff or his designee are unavailable, the Sheriff or his designee shall appoint a designee to make the probable cause determinations after consultation with a designated Union associate. The employee will also be immediately relieved from his or her duties, his or her firearms shall be restricted, prohibited from operating any county owned motor vehicle and/or equipment, and the employee shall be placed on paid administrative leave pending receipt of the testing results. Following the actual screening, the employee shall be provided transportation home.

All drug screening/testing shall be conducted in compliance with the Department of Health and Human Services Regulations and the National Institute of Drug Abuse (NIDA) Regulations on drug screening as of the date of this Agreement. The procedure utilized shall include procedures to insure the integrity of the collection and processing of urine samples, a chain of custody procedure, a positive result handling procedure, including gas chromatography/mass spectroscopy (GC/MS) capability, and the use of Medical Review Officer.

Initially, alcohol testing shall be by breath alcohol content (BAC) and shall be given by a non-bargaining unit member. If the initial test showed that the breath alcohol content is .05% or greater, the employee will be subject to a separate confirmatory test by utilizing another testing method.

SECTION 5. After an employee has been ordered to submit for testing, the employee shall be provided a Union associate to accompany the employee. The employee may release the Union associate if he or she desires. The Union may designate names of members to be used solely for the purpose of representation during screening. An employee may also have a second confirmatory test done at an accredited lab of his or her choice at their expense if the testing and screening is positive.

SECTION 6. If the results of the drug tests are negative, the employee shall be returned to regular duty. If two (2) of the three (3) screening and/or confirmatory drug tests are positive, the Employer shall require the employee to successfully complete a rehabilitation or detoxification program. An employee who participates in a rehabilitation or detoxification program must use any accumulated leave time for the period of the program. If no such leave credits are available, the employee shall be placed on a leave of absence without pay for the period of the rehabilitation or detoxification program, not to exceed six (6) months. Upon completion of such program(s) and retest that demonstrates that

the employee is no longer illegally using a controlled substance, the employee shall be returned to regular duty. The Employer reserves the right to determine the nature of the employee's assignment upon their return to work.

If the results of the initial alcohol screening show that the breath alcohol content is .01% or above, the employee shall be given transportation home and must use any accumulated leave time for the remainder of the day. If the results of the initial test are .01 to .04%, no further action will be taken against the employee. If the results of the initial test are .05% or above, the employee will be ordered to confirmatory testing. If the confirmatory tests demonstrate that the alcohol level is .05 percent or above, employer shall require the employee to complete any and all counseling or treatment programs recommended by the Stark County Sheriff's clinical psychologist. An employee who participates in these programs must use any accumulated leave time for the period of the program. If no such leave credit is available, the employee shall be placed on leave of absence without pay for the period of the program, not to exceed six (6) months. Upon completion of the program, the employee shall be returned to regular duty. The employer reserves the right to determine the nature of the employee's assignment upon the return to work.

An employee on an unpaid leave of absence as the result of this provision shall not lose seniority or benefit coverage for a period not to exceed ninety (90) days.

SECTION 7. Upon return to work, the employee shall be subject to random drug re-testing for a period of one (1) year from the date of return to duty.

SECTION 8. If an employee refuses to undergo rehabilitation or detoxification, or fails to complete a program, or tests positive at any time within one (1) year after return to work upon completion of a program of rehabilitation or detoxification, such employee shall be subject to disciplinary action.

SECTION 9. Except as otherwise provided herein, cost of all drug screening/testing and confirmatory tests shall be borne by the Employer.

SECTION 10. For the purposes of implementing the provisions of this Article, each bargaining unit member shall execute medical releases within sixty (60) days of the signing of this Agreement. The medical release statement shall only authorize the release of the results of the drug screen/test results pertaining to the drug screening/test.

## **ARTICLE 41**

### **REPRODUCTION AND DISTRIBUTION OF AGREEMENT**

SECTION 1. The FOP shall, upon the ratification and signing of the Agreement by the parties, reproduce this Agreement at the FOP's expense and distribute copies to all employees in the bargaining unit.

## **ARTICLE 42**

### **WAIVER IN CASE OF EMERGENCY**

SECTION 1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Stark County Commissioners, the Stark County Sheriff, the Federal or State Legislature, such as acts of God and civil disorder, the following conditions of this Agreement shall automatically be suspended:

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

SECTION 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.

## **ARTICLE 43**

### **SEVERABILITY**

SECTION 1. This Agreement is subject to all applicable Federal laws, Equal Employment Opportunity Commission Rules and Regulations, and shall be interpreted wherever possible so as to comply fully with such laws, provisions, or an official decision interpreting them.

SECTION 2. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement shall not be affected thereby. In the event any provision herein is so rendered invalid, upon written request of either party hereto, the Employer and the FOP will meet promptly for the purpose of discussing a mutually satisfactory replacement for such provision.

## **ARTICLE 44**

### **DURATION OF AGREEMENT**

SECTION 1. This agreement shall be effective as of October 1, 2013 through September 30, 2016, its termination date.

SECTION 2. If either party desires to modify, amend, or re-negotiate this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the termination date, nor later than sixty (60) calendar days prior to the termination date of this Agreement. Such notices shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent. Notice to modify or terminate this Agreement shall comply with O.A.C. §4117-1-02.

SECTION 3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the FOP, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

## **ARTICLE 45**

### **FIREARMS PROFICIENCY BONUS**

Bargaining unit members in the classification of deputy sheriff shall be entitled to a firearms proficiency bonus for the successful completion of the Employer state approved firearms qualifications on all service pistols, shotguns and other weapons as issued by the Stark County Sheriff. The Firearms proficiency bonus shall be paid as follows:

Bargaining unit members who have successfully completed the two (2) Employer state approved firearms qualifications on all service pistols, shotguns and other weapons issued by the Stark County Sheriff for the calendar year 2006 by January 1<sup>st</sup> 2007 shall receive \$700.00.

Thereafter, a bargaining unit member who completes both scheduled qualifications in a given year shall receive \$850.00. A bargaining unit member who is unable to complete one of the two scheduled qualifications

due to a work related injury approved by the employer, but does successfully complete one qualification, shall receive half of the qualification amount for that year.

Any new bargaining unit member must successfully complete both of the qualifications set by the Sheriff prior to receiving the bonus. Prior qualifications through other agencies shall not be credited towards the qualification set forth herein unless the Sheriff in his sole discretion determines that the prior outside qualification should be credited.

Eligibility for this bonus will be determined by and submitted in the first payroll after January 15 of the year following qualification. Except as previously stated, bargaining unit members who fail to qualify with both weapons as specified for the preceding qualification shall forfeit any and all rights to the bonus, in addition to other remedies and sanctions available to the Employer.

## **ARTICLE 46**

### **WEAPON PURCHASE**

A member of the bargaining unit who retires from the Employer who is no longer going to be employed by the Employer may, with approval of the Sheriff, purchase his service weapon for trade in value as determined by the Sheriff and approved by the Commissioners. The Employee shall comply with all Ohio laws with respect to carrying and possessing the firearm.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives this 4 day of October, 2013.

FOR THE STARK COUNTY SHERIFF: FOR THE FRATERNAL ORDER OF POLICE/OHIO LABOR COUNCIL:

[Signature]

[Signature]

\_\_\_\_\_

[Signature]

\_\_\_\_\_

FOR THE STARK COUNTY COMMISSIONERS:

[Signature]

[Signature]  
[Signature]

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

Fraternal Order of Police,  
Ohio Labor Council, Inc.,  
Employee Organization,

and,

Stark County Sheriff,  
Employer.

}  
} Case No(s): 11-MED-10-1515  
} Lieutenants and Captains  
}  
}  
}  
}  
}  
}

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

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

Respectfully Submitted,



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

cc:

Margaret Nancy Johnson, [johnsonmn@core.com](mailto:johnsonmn@core.com)  
Vivianne Whalen, [viviannnd@starksheriff.org](mailto:viviannnd@starksheriff.org)