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11-MED-11-1669/1670
1677-02/1677-04
K28112

AGREEMENT

BY AND BETWEEN

THE MONROE COUNTY SHERIFF

AND

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



EFFECTIVE: February 1, 2012

EXPIRES: January 31, 2015

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**ARTICLE 1
PREAMBLE/PURPOSE**

Section 1.1. This agreement, entered into by the Monroe County Sheriff, hereinafter referred to as the “Employer,” and the Fraternal Order of Police, Ohio Labor Council, Inc., (FOP/OLC), hereinafter referred to as the “Union,” has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the understandings and agreements between the parties governing wages, hours, terms and conditions of employment for those employees included in the bargaining units as defined herein.

**ARTICLE 2
RECOGNITION**

Section 2.1. Sole and Exclusive Representative. The Employer recognizes the Ohio Labor Council as the sole and exclusive representative of all Deputies of the Monroe County Sheriff’s Office, as clarified through the State Employment Relations Board (SERB), in case number 05-REP-03-0031 and of all full-time Sergeants of the Monroe County Sheriff’s Office, as clarified through the State Employee Relations Board (SERB), in case number 2011-REP-02-0016 for the purpose of negotiating wages, hours, terms and conditions of employment.

Section 2.2. New Positions. If the Employer creates any new positions within the Sheriff’s Office, the Labor Council, upon written request to the Employer, shall meet with the Employer to discuss the possible inclusion of the new classification into the appropriate and recognized bargaining unit. In the event a dispute would arise as to the inclusion/exclusion of said position(s) regarding the affected bargaining unit, the parties agree the SERB shall decide the issue.

**ARTICLE 3
MANAGEMENT RIGHTS**

Section 3.1. The Labor Council recognizes the right and authority of the Employer to administer the business of the Office, and in addition to other functions and responsibilities which are required by law, the Labor Council recognizes that the Employer has and will retain the full right and responsibility to direct the operations of the Office, to promulgate rules and regulations, and to otherwise exercise the prerogatives of management, which more particularly

include but are not limited to the following which are not modified by the express terms of this agreement:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff and recall, or to reprimand, suspend, discharge, or discipline for just cause or to maintain order among employees;
- B. To manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
- C. To determine the Office's goals, objectives, programs and services, and to utilize personnel in the manner designed to effectively meet those purposes;
- D. To determine the size and composition of the work force in the Employer's organizational structure, including the right to relieve employees from duty due to lack of work or lack of funds;
- E. To determine the hours of work and work schedules required to most efficiently operate;
- 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 necessity to schedule overtime and the amount required thereof;
- H. To establish and maintain a procedure for the security of records and other important information;
- I. To determine the overall budget;
- J. To maintain and improve the efficiency and effectiveness of the Employer's operations; and,
- K. To determine and implement necessary actions in emergency situations.

**ARTICLE 4
RULES AND REGULATIONS**

Section 4.1. The Employer shall ensure that all current permanent work rules, policies, and procedures are reduced to writing and made available to employees in the bargaining unit, including posting such documents in the affected work area, with a master copy kept within the Sheriff's Office.

Section 4.2. The Employer agrees that, except in emergency situations, new work rules adopted after the effective date of this agreement shall be reduced to writing, including the effective date and duration of such, and provided to the bargaining unit employees in advance of their implementation. Proposed new work rules may be considered in the upcoming agendas of labor-management meetings. Nothing contained herein will prohibit the representatives of the parties to meet and discuss new/revised work rules either prior to or after the effective date of the aforementioned rules.

Section 4.3. The Employer recognizes that no work rule, policy, or procedure shall be implemented that is in violation of any expressed terms of this agreement. It is the Employer's intention that work rules, policies, and procedures should be interpreted and applied uniformly to all employees under similar circumstances.

No employee shall be disciplined for an alleged violation of a work rule which has not been promulgated as set forth in this article.

ARTICLE 5 DUES AND FAIR SHARE FEE

Section 5.1. Dues Deduction. The Employer agrees to deduct regular Labor Council dues and fees once each pay period from the pay of any employees in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee through the Labor Council. Upon receipt of the proper authorization, the Employer will deduct Labor Council dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 5.2. Indemnification of Employer. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of Labor Council dues. The Labor Council 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 pursuant to this article. The funds shall be remitted to the Labor Council at 222 East Town Street, Columbus, Ohio 43215-4611, or at such address

as set by the Labor Council from time to time. The disposition of remitted funds shall be the sole and exclusive obligation and responsibility of the Labor Council.

Section 5.3. Employer Relieved from Making Deductions. The Employer shall be relieved from making such individual “check-off” deductions upon an employee’s: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; or (4) unpaid leave of absence.

Section 5.4. Employer not Obligated to Make Deduction. The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Labor Council dues.

Section 5.5. Errors in Deductions. The parties agree that neither the employees nor the Labor Council shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Labor Council dues deduction would normally be made by deducting the proper amount.

Section 5.6. Notice of Amount of Deduction. The rate at which dues are to be deducted shall be certified to the payroll clerk by the Labor Council. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual’s dues deductions.

Section 5.7. Length of Authorization of Deduction. Except as otherwise provided herein, each eligible employee’s written authorization for dues deduction shall be honored by the Employer for the duration of this agreement.

Section 5.8. Fair Share Fee. All employees hired prior to or after the effective date of this agreement, who do not become members in good standing of the Labor Council, shall pay a fair share fee to the Labor Council effective sixty-one (61) days from the employee’s date of hire or execution of this agreement, whichever comes first, as a condition of employment. Fair share fees shall be paid by automatic payroll deduction. Fair share deductions do not require prior authorization from the affected employee. The Labor Council shall prescribe a rebate and challenge procedure, which complies with applicable state and federal law. Fair share fees shall be deducted and transmitted to the Labor Council in the same manner as regular dues. No fair share fees shall be deducted by the Employer until the Labor Council gives specific written direction to make such deductions.

Section 5.9. Compliance with Laws. The Labor Council warrants and guarantees that no provisions of this article violate the laws or constitutions of either the United States of America or the State of Ohio. The Labor Council shall indemnify and save the Employer, its officers, and its employees harmless against any and all claims, demands, suits, or forms of liability arising out of any action taken or not taken by the Employer, its officers, or employees for the purpose of complying with any of the provisions of this article.

ARTICLE 6 NON-DISCRIMINATION

Section 6.1. Non-Discrimination. Neither the Employer nor the Labor Council shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, disability, or national origin. The Labor Council shall share equally with the Employer the responsibility for applying this article of the agreement.

Should an alleged violation occur, any bargaining unit member who files a complaint outside the grievance procedure shall have waived the grievance procedure in resolving the alleged dispute.

Section 6.2. Gender References. 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 6.3. Non-Interference by the Employer. The Employer agrees not to interfere with the rights of bargaining unit employees to become members of the Labor Council, and the Employer shall not discriminate, interfere, restrain or coerce any employee because of Labor Council membership or because of any legal employee activity in an official capacity on behalf of the Labor Council, as long as that activity does not conflict with the terms of this agreement.

Section 6.4. Non-Interference by the Union. The Labor Council agrees not to interfere with the rights of employees to refrain from or resign from membership in the Labor Council, and the Labor Council shall not discriminate, interfere, restrain or coerce any employee exercising the right to abstain from membership in the Labor Council or involvement in Labor Council activities.

Section 6.5. Compliance With Laws. The Employer agrees to recognize its respective responsibilities under federal and state civil rights laws, OSHA, Fair

Employment Practice Acts, the Americans with Disabilities Act, the Pregnancy Discrimination Act, and other similar constitutional statutory requirements.

ARTICLE 7
UNION REPRESENTATION

Section 7.1. Representatives. The Employer recognizes the need for adequate representation of its employees and therefore agrees that Labor Council employee representatives are allowed as follows:

Three (3) representatives of the Deputies Unit and two (2) representatives of the Sergeants Unit.

Section 7.2. Responsibilities of Representatives. Labor Council employee representatives shall be permitted to conduct their Labor Council activities specifically for the investigation and processing of grievances and attendance at labor-management meetings, upon release from their assigned duties by the Sheriff or his designee. They shall be permitted to attend grievance hearings or other meetings which have been scheduled by the Employer or his representative(s) to be held during regular duty hours, without loss of regular pay or benefits.

County vehicles shall not be utilized for travel to conduct Labor Council business, except to the extent authorized, in advance, by the Sheriff or his designee. Any Labor Council representative found abusing the provisions of this article shall be subject to disciplinary action and revocation of the privileges provided herein.

Section 7.3. Non-Employee Representatives. No more than two (2) non-employee Labor Council representatives will be recognized by the Employer as a service provider(s) to members of the bargaining unit. The Labor Council will provide the name(s) of its non-employee representatives in writing to the Employer. Labor Council non-employee representatives shall be admitted to the Employer's facilities and sites for the purpose of investigating and processing grievances or attending meetings as permitted herein, upon reasonable advance notice to the Employer. The Labor Council agrees that such activities shall not interfere with the normal work duties of employees, except the extent authorized in advance by the Employer.

Section 7.4. Representatives at Meetings. Where grievance hearings or other meetings have been scheduled by the Employer or its representative(s), to be held during regular duty hours, the Labor Council employee representative(s) and the aggrieved party in attendance shall not suffer loss in regular pay or benefits. The Labor Council employee representative(s) shall be recognized by the Employer as the appropriate Labor Council representative(s) at Steps 2 and 3 of the grievance

procedure. The employee representative who processes the grievance shall act as the representative throughout the steps of the grievance procedure unless mutually agreed otherwise.

Section 7.5. Notice to the Employer. The Labor Council shall provide the Employer a list of bargaining unit representatives elected in each unit

Section 7.6. Attendance at OLC Annual Conference. The Employer agrees that one (1) delegate per bargaining unit, but at least one (1) delegate from the bargaining units, may be permitted one (1) day of vacation or personal leave to attend the annual Labor Council conference.

Section 7.7. Ballot Box. The Labor Council, after prior notification to the Employer, may place one (1) ballot box at the Office for the purpose of collecting members' ballots regarding Labor Council affairs and/or other mutually agreeable issues. The ballot box and ballots are the property of the Labor Council and not subject to review of the Employer. The ballot box shall be removed as soon as practicable by the Labor Council. The Sheriff will designate the location of the ballot box.

Section 7.8. Bulletin Boards. . The Employer will provide space for a bulletin board that will be provided by the Labor Council for Labor Council use only, with approximate size of 3' by 4', which shall be placed in a mutually agreeable location in the Sheriff's Office Building. No material may be posted on the Labor Council bulletin board except by members of the Labor Council. Material posted on the bulletin board shall relate only to the Union meetings, elections, social events, and reports affecting the employees in the bargaining unit, and shall not at any time contain the following:

- A. personal attacks upon any other member or any other employees;
- B. scandalous, scurrilous, or derogatory attacks upon the administration;
- C. attacks on any other employee organization, regardless of whether the organization has local membership; and
- D. attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization.

ARTICLE 8 PERSONNEL FILES

Section 8.1. One File. The Employer agrees that only one (1) official personnel file shall exist for employees in the bargaining unit(s).

Section 8.2. Review by Employees. An employee covered by this agreement shall be allowed to review his personnel file at any reasonable time upon written request to the Sheriff and in the presence of the Sheriff or his designated representative. It is recognized by the parties that the Employer may prescribe regulations for custody, use, and preservation of records, papers, and documents pertaining to bargaining unit employees in accordance with state and federal law(s).

Section 8.3. Copies to be Given to Employees. A copy of any document shall be given to the employee at the time such document is placed in his personnel file.

Section 8.4. Inaccurate Documents. If an employee, upon examining his personnel file, has reason to believe that there are inaccuracies in documents, the employee may write a memorandum, limited to one (1) 8 ½" by 11" sheet of paper, to the Sheriff or his representative explaining the alleged inaccuracy. If, upon investigation, the Sheriff or his representative sustains the allegations, he shall do one of the following:

- A. the employee's memorandum shall be attached to the material in question and filed with it, and the Sheriff or his representative may note thereon his concurrence;
- B. the Sheriff or his representative shall remove the inaccurate material from the personnel file if he feels that the inaccuracies warrant such removal. Once removed from the personnel file, a copy of the document will be given to the employee.

ARTICLE 9 INVESTIGATIONS

Section 9.1. Criminal Investigation. A bargaining unit member who is to be questioned as a suspect in any investigation where criminal charges may result shall be advised of his constitutional rights in accordance with law.

Section 9.2. Internal Investigation. Before a bargaining unit member may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, he shall be advised that such conduct, if continued, may be the basis for such a charge. At any time a formal investigation concerning a bargaining unit member occurs wherein disciplinary action of record (written

reprimand, suspension, reduction in rank, or termination) will or may occur, the employee will be notified when he is first questioned that such result is possible.

No recording of interviews or interrogations shall be without the knowledge of and with prior notice to the employee or the Employer. A copy of any recorded interview or interrogation will be made available to either the Employer or the employee.

It is understood and agreed that employees have the responsibility to report actual or perceived violations of rules or standards of conduct by another employee of this or any other agency.

Section 9.3. Excluding matters involving criminal investigations, any employee who is charged with violating the Department rules and regulations will be provided access to transcripts, records, written statements, and tapes pertinent to the case. The information shall be provided within a reasonable time to allow the employee and/or the Labor Council to conduct an independent investigation of the matter. Bargaining unit members shall be obligated to cooperate in the investigation conducted by the Employer. Either party has the right to take notes during an interview. If a transcript of a taped interview is made, it shall be made available to the other party.

Section 9.4. In a non-criminal investigation of an employee, it is understood and agreed that the investigation should occur and formal charges, if any, shall be brought within sixty (60) days after the Employer becomes aware of an alleged occurrence which could give rise to discipline. If an investigation takes longer than the aforementioned sixty (60) days, the Employer is required to give the employee who is being investigated an update every thirty (30) days as to the status of the investigation. An employee will be notified in writing as to the outcome of any investigation.

Section 9.5. Anonymous complaints shall not be, in and of themselves, the basis for any action against an employee. The Employer may, however, investigate the complaint, and if corroborated, may become the accusing party and may pursue discipline under the terms of this agreement.

Section 9.6. Employees have the right at any point during an administrative investigation to have an FOP/OLC representative present on their behalf. In a criminal investigation, an employee may invoke his right to legal counsel.

ARTICLE 10 GRIEVANCE PROCEDURE

Section 10.1. Grievance Defined. The term “grievance” shall mean an allegation by a bargaining unit employee, or by the Labor Council on behalf of a bargaining unit employee, or by the Labor Council, that there has been a breach, misinterpretation, or improper application of this agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this agreement nor those matters not covered by this agreement.

Section 10.2. Withdrawal of Grievance. All grievances must be processed at the proper step in order to be considered at subsequent steps.

Any employee or the Labor Council may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not processed by the employee or the Labor Council within the time limits provided shall be considered resolved based upon the Employer’s last answer.

Any grievance not answered by management within the stipulated time limits may be advanced by the employee or the Labor Council to the next step in the grievance procedure.

All time limits on grievances may be extended upon mutual consent of the parties.

Section 10.3. Grievance Procedure. It is the mutual desire of the Employer and the Labor Council to affect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1 – Chief Deputy

In order for an alleged grievance to receive consideration under this procedure, the grievant shall, within seven (7) work days of the incident that gave rise to the alleged grievance, present the grievance in writing to the Chief Deputy. The written grievance shall be on a form provided by the Labor Council. The Chief Deputy shall have seven (7) work days following the receipt of the grievance to provide a written response to the grievant.

Step 2 – Sheriff

If the grievant is not satisfied with the written response at Step 1, the grievant may, with the appropriate Labor Council representative, if the former desires, refer the grievance to the Sheriff within seven (7) work days after receiving the Step 1 reply. The Sheriff shall have seven (7) work days in which to meet with the

aggrieved employee and his appropriate Labor Council representative, if the employee desires. The Sheriff shall investigate and respond in writing to the grievant and/or appropriate Labor Council representative within ten (10) work days following the meeting.

Step 3 - Arbitration

- A. Time Limit. If the grievance is not satisfactorily settled in Step 2, the Labor Council may make a written request that the grievance be submitted to arbitration. A request for arbitration must be submitted within fifteen (15) work days following the date the grievance was answered in Step 2 of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievant shall have no further right to appeal.
- B. Choosing the Arbitrator. Upon receipt of a request for arbitration, the Employer or his designee and the representative of the Labor Council shall within ten (10) calendar days following the request for arbitration jointly agree to request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA). Any cost involved in obtaining the list of arbitrators shall be equally divided between the Employer and the Labor Council.

The parties shall agree on a submission agreement outlining the specific issues to be determined by the arbitrator prior to requesting the list

The parties may select an arbitrator prior to requesting the list. The parties shall select an arbitrator within fifteen (15) calendar days from the date the list of seven (7) arbitrators is received. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the FMCS or the AAA. The parties shall alternately strike the names of arbitrators until only one (1) name remains. The remaining name shall be designated as the arbitrator to hear the dispute in question. Either party shall have the option to completely reject the list of names once and request another list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS or the AAA.

- C. Jurisdiction of the Arbitrator. The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of those specific articles and/or sections of this agreement in question.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this agreement, nor add to, subtract from, or modify, the language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, or to submit observation or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated, or to make any award based on rights arising under any previous agreement or grievance in conflict with this agreement.

The arbitrator shall not establish any new or different wage rates not negotiated as part of this agreement. In cases of discharge or of suspension, the arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

- D. Question of Arbitrability. 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 on the same day.
- E. Decision Final and Binding. The decision of the arbitrator shall be final and binding on both parties.
- F. Expenses for Arbitration. All costs directly related to the service of the arbitrator shall be equally divided between the Employer and the Union. Expense of any witnesses shall be borne, if any, by the party calling the witness. The fees of the court reporter shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript. Any bargaining unit member whose attendance is required for such hearings shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

Section 10.4. Grievance Format. All grievances shall contain the following information on a grievance form supplied by the Labor Council:

1. aggrieved employee's name, signature, or when applicable, the appropriate Labor Council representative;
2. aggrieved employee's classification;
3. date grievance was filed in writing;
4. date and time grievance occurred;
5. the location of the incident giving rise to the grievance;
6. a description of the incident giving rise to the grievance;
7. specific articles and sections of the agreement violated;
8. desired remedy to resolve the grievance.

Section 10.5. Who May Bring a Grievance. A grievance may be brought by any employee covered by this agreement or the Labor Council. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one (1) employee shall be selected by the group to process the grievance. Only those employees who desire to be included in such grievance shall be required to sign the grievance, or if unavailable due to sick leave, vacation, or personal leave, their names shall be included on the grievance, and when they return, they shall be required to sign the grievance.

Section 10.6. Work Days Defined. For purposes of this article, work days shall be defined as those days upon which the employee was scheduled to perform services for the Employer. In counting work days at each step of the grievance procedure, the parties agree to count the work days of the employee when the employee is the moving party, and the work days of the Employer when the Employer is the responding party. When the Labor Council is the moving party, work days shall be Monday through Friday.

Section 10.7. Employer Representatives. The Employer shall provide the Labor Council with a list of the Employer's designated representatives for each step of the grievance procedure. This list will be updated in the event of any changes.

Section 10.8. Presenting Grievances Directly to the Employer. Nothing contained in this agreement shall be construed or intended to interfere with the

right of any individual employee or group of employees to present grievances directly to the Employer provided that a representative of the Labor Council is given an opportunity to be present as provided for in the collective bargaining law.

Section 10.9. Suspension and/or Termination Grievances. A grievance involving suspension and/or termination shall be filed directly at Step 3 of the grievance procedure.

ARTICLE 11 SENIORITY

Section 11.1. There will be three (3) types of seniority:

- a) County seniority which is the total length of time that an employee has worked for Monroe County and will only be used for vacation accrual
- b) Sheriff's Office seniority which is the total uninterrupted length of continuous service with the Employer
- c) Classification seniority which is the total uninterrupted length of continuous service within a particular classification, Deputy or Sergeant.

A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

Section 11.2. An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

Section 11.3. Employees laid off shall retain their seniority for a period of eighteen (18) months from the date of layoff, or their actual seniority time, as described in Article 14, Layoff and Recall, Section 5.

Section 11.4. Every twelve (12) months thereafter, the Sheriff shall provide to the Union a seniority list in order of the seniority by last date of hire, and seniority for total county seniority for vacation accrual and also classification seniority date

Section 11.5. Any employee who desires to challenge any information on the list must do so, in writing, to the Sheriff within fourteen (14) calendar days after the list is posted.

ARTICLE 12 JOB POSTING AND TRANSFER PROCEDURE

Section 12.1. Posting. Whenever the Employer determines a job vacancy or newly created position exists in the bargaining unit which he desires to fill, a notice of such opening, stating the job classification and rate of pay, shall be posted on the bulletin board for seven (7) calendar days. During this period, anyone wishing to apply for the position shall submit a written application to the Sheriff or his designee. The Sheriff shall not be obligated to consider any applications submitted after the posting period. Said vacancy shall be filled within a reasonable time after posting, taking into account the circumstances that exist.

Section 12.2. Filling the Position. All timely-filed applications shall be reviewed and the position shall be awarded to the most qualified applicant providing the Employer's qualifying standards are met. First consideration shall be given to any lateral transfer requests should the situation ever arise where lateral transfers are possible. Oral interviews will be conducted with all qualified applicants before filling the position.

Among other criteria, such as testing and/or evaluation, the following criteria will be considered in determining qualifications: experience, education, training, work record, physical and mental capability, and classification seniority.

If two (2) or more applicants have equal qualifications, the position shall be awarded to the applicant with the most classification seniority. Where no bargaining unit employee applies or meets the qualification standards of the Employer, nothing shall restrict the Employer from soliciting applications from outside the bargaining unit.

ARTICLE 13 PROBATION

Section 13.1. Initial Probation. The probationary period for a newly hired full-time employee shall begin on the first day for which the employee receives compensation from the Office, and shall continue for a period of one hundred and eighty (180) calendar days, except that for newly hired part-time employees, the probation period will be one thousand forty (1,040) hours. A newly hired or promoted employee may be removed during his probation period for failure to

satisfactorily meet the requirements of the position. Such removal shall not be subject to appeal. Any employee who does not satisfactorily complete promotional probation shall be immediately restored to his former position and rate of pay without loss of seniority. Any employee in the initial (new hire) or promotional probation period who has lost work time of more than three (3) work days due to illness, injury, unpaid leave, or personal leave shall have his probationary period extended by the length of time lost.

Section 13.2. Employer Assistance During Probation. The Employer shall give the individual hired or promoted every reasonable assistance to enable him to satisfactorily meet the requirements of the new position, as determined by the Sheriff or his designee

ARTICLE 14 LAYOFF AND RECALL

Section 14.1. When it become necessary to reduce the number of employees in the employ of the Employer, such reduction shall be made within the classification(s) chosen by the Employer in accordance with Sheriff's Office seniority.

Section 14.2. Notice of Reduction in Force. When the Employer determines that a long-term layoff or job abolishment is necessary, he shall notify the affected employees and the Labor Council, in writing, absent justifiable extenuating circumstances, fourteen (14) calendar days in advance of the effective date of the layoff or job abolishment. At the time of the notice, the Employer will provide the Labor Council with a current updated seniority list. Where two (2) or more employees in a classification have equal Sheriff's Office seniority, the date of actual employment with the Sheriff's Office shall prevail, and if those dates are the same, the coin toss method shall be used to determine seniority for purposes of this article.

Section 14.3. Order of Reduction. Whenever a reduction in the work force or reduction in the standard work week occurs, the following sequential order of reduction will be implemented within the classification selected by the Employer for layoff:

1. All casual, temporary, new hire probationary, and part-time employees within the classification shall, in that order, be terminated or laid off first.
2. Thereafter, any additional reductions in the work force shall be made in inverse order of Sheriff's Office seniority among the remaining employees

in the classification chosen for layoff by the Employer (i.e., the least senior employee[s] shall be laid off first).

If the Employer determines that a layoff is necessary, an employee in the classification may volunteer for layoff with the most senior having preference.

Section 14.4 Bumping Rights. An employee who is displaced/affected by a layoff may exercise his Sheriff's Office seniority to bump the employee with the least amount of seniority in a lower paying classification providing:

The bumping employee has more Sheriff's Office seniority than the employee who is scheduled to be bumped; and

The bumping employee has the qualifications/certifications, as required by law, necessary to perform the duties and responsibilities of the lower paying classification.

Any employee in the classification(s) affected by a layoff may volunteer for such layoff, with the senior employee(s) having preference. In the event the senior employee who is scheduled for layoff is unable to bump into the lower paying classification due to the fact he does not possess the qualification/certification, as required by law, to perform the duties/responsibilities of the lower paying classification, he shall be placed on layoff.

Should the laid off employee choose, it shall be his responsibility to obtain the necessary qualification/certification required to perform the duties/responsibilities of the lower paying classification while in layoff status. Once the individual successfully completes such training and provides written notification/verification to the Sheriff, he/she will be recalled to the lower paying classification, subject to the time period defined in Section 14.5, Recall Rights. Further, the employee with the least seniority in the affected classification shall then be laid off in accordance with section 14.2.

The recalled employee shall be returned to duty no later than fourteen (14) calendar days from the date of notification unless mutually agreed otherwise.

Employees who bump under the foregoing procedure shall be deemed to have seniority in the classification into which he bumps, equal to the Sheriff's Office seniority he had in the previous classification.

Any employee displaced from his classification under the procedure set forth in this article may elect to take a direct layoff rather than exercise his bumping rights.

Such election shall be made at the time the layoff occurs and shall be final. Should an employee refuse recall, he shall be disciplined, up to and including termination.

Employees shall exercise bumping rights within two (2) calendar days after receipt of a required displacement notice. Failure to exercise bumping rights within this period will cause forfeiture of an employee's bumping rights.

Section 14.5. Recall Rights. Employees displaced from their classification through a reduction in work force shall be recalled or returned to vacancies which: (1) thereafter occur in their classification in the order of their seniority (most senior employee recalled first); or (2) thereafter occur in any classification within the Employer's bargaining unit work force for which the recalled employee is qualified, as required by law, to perform the work (most senior employee recalled first).

Such vacancies in the classification or other lower or similarly rated classifications shall not be posted and filled from within, nor shall the Employer hire from the outside until such time as all qualified employees have exhausted their recall rights. Employees shall retain recall rights for a period of eighteen (18) calendar months from their effective date of displacement. Newly hired probationary employees with less than six (6) months seniority shall have recall rights only equal to the length of their actual seniority/employment.

Section 14.6 Employees who bump into a lower-rated (paid) classification will be paid at the same wage step level of the classification into which they bump.

Section 14.7. Recall Notice. Except as specified in section 14.4, notice of recall shall be sent to the bargaining unit employee by certified mail, return receipt requested, with a copy to the Labor Council. The Employer will be deemed to have fulfilled its obligation under this agreement by mailing the recall notice to the last mailing address provided by the employee. Employees must respond within ten (10) work days. Failure to respond in ten (10) work days will forfeit all recall rights. The recalled employee shall return to duty no later than fourteen (14) days from the date of notification unless mutually agree otherwise.

ARTICLE 15 HOURS OF WORK/OVERTIME

Section 15.1. Intent. This article is intended to define the normal hours of work per day or per week in effect at the time of the execution of this agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting

efficiency or improving services, from establishing the work schedules of employees, or establishing part-time positions. Should the Employer decide to restructure the normal work day or work week, it will provide the Labor Council notice of its intent fourteen (14) calendar days prior to implementation, and the Labor Council shall have the opportunity to meet with the Employer to discuss the effects of its decision. This article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 15.2. Use of Part-Time Employees. When it becomes necessary to maintain the work force at a certain level and that level is reduced as a result of leaves, the Employer reserves the right to initially call in part-time personnel to fill the void created in the respective classification. If the Employer is unable to fill with part-time personnel, then Section 8 of this article shall prevail. The use of part-time employees will not affect full-time employees' hours of work or be used to erode the bargaining unit.

Section 15.3. Standard Work Week Defined.

- A. The standard work week for all full-time employees covered by the terms of this agreement shall be forty (40) hours. The work week shall be computed between 12:01 a.m. on Sunday of each calendar week and end at 12:00 midnight the following Saturday.
- B. The standard work week for purposes of calculating overtime shall be forty-two and three-quarters (42.75) hours in any one hundred sixty-eight (168) hour work period for deputies.

Section 15.4. Overtime Compensation. When a deputy is required by the Employer to work more than forty-two and three-quarters (42.75) hours in the standard work week, as defined in Section 3 above, he shall be paid overtime pay for all time actually worked in excess of the forty-two and three-quarters (42.75) hours standard. Such overtime pay shall be at a rate of one and one-half (1 1/2) times the employee's regular rate of pay.

For purposes of this article, time worked shall include all hours in paid status, pre-approved sick leave, personal days, holidays, and vacations scheduled in accordance with Article 24, Vacation, Section 24.2. Compensation shall not be paid more than once for the same hours under any provision of this article or agreement.

Section 15.5. Court Time Pay. Employees covered by this agreement shall be entitled to overtime credit for job-related court appearances occurring outside the

employee's regularly scheduled work shift. The employee shall be entitled to payment for actual time spent in court, including appearances before the grand jury. A minimum of two (2) hours pay is guaranteed to all employees who are required to appear in court; however, time spent prior to or after a court appearance will not be counted unless required by the Employer and/or the court.

Section 15.6. Overtime Roster. The Employer agrees to maintain overtime rosters which shall be made available to employees and the Labor Council representatives. All new employees will be credited with overtime hours equal to the employee with the most hours for purposes of placement on the overtime rotation roster. Said rosters will include a list of overtime hours worked and refused.

Section 15.7. Overtime Rotation. Overtime hours that are worked in excess of a standard work week, as described in Section 15.4, shall be charged to that employee. An employee who is offered but refuses overtime assignments shall be credited as if they had worked the overtime for purposes of rotation. Only the normal shift hours can be charged against an employee if offered twice in a twenty-four (24) hour period. Should a bargaining unit employee allege the Employer has incorrectly administered overtime, in accordance with this article, the employee must notify the Employer no later than ten (10) work days after the alleged incident, and the Employer will make reasonable efforts to adjust the incurrence. There shall be no pyramiding of overtime.

Section 15.8. When the Employer determines that an overtime opportunity exists, the Employer shall:

- A. offer the overtime opportunity first to the qualified employee with the least amount of overtime to his credit that is on duty to remain on duty; or
- B. if the overtime opportunity cannot be filled as specified in paragraph A above, the Employer shall offer the overtime opportunity to a part-time employee who has less than forty (40) total hours worked in that
- C. call the next qualified employee with the least amount of overtime hours to his credit and so on.

In the event the Employer is unable to fill the overtime opportunity utilizing the procedure(s) described in A, B, and C herein, the Employer shall:

- ▶ Elect not to fill such opportunity; or
- ▶ Assign/require the employee with the least amount of overtime to remain on duty on a rotating basis.

Section 15.9 Officer in Charge

In those instances where the Senior Deputy is assigned to work a shift or portion thereof where there are no ranking officers (i.e. Sheriff, Chief Deputy, Lieutenant or Sergeant) on duty, and said deputy assumes the additional duties of officer in charge, he/she shall be compensated an additional one dollar (\$1.00) per hour for all time spent performing such duties. It shall be the responsibility of the Senior Deputy on shift to claim biweekly, any difference in pay.

**ARTICLE 16
DISCIPLINE**

Section 16.1. The Employer may take disciplinary action against any employee in the bargaining unit for just cause. The Employer may take disciplinary action for actions which occur while an employee is on duty, or which occur while an employee is working under the colors of the Employer, or in instances where an employee's conduct violates his oath of office.

Section 16.2. Except in instances where the employee is found guilty of serious misconduct, discipline will be applied in a corrective, progressive, and uniform manner.

Section 16.3. If the supervisor or other representatives of the Monroe County Sheriff has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 16.4. Written reprimands shall be removed from the employee's personnel file twelve (12) months after the effective date of the reprimand. Verbal reprimands shall cease to have force and effect and shall be removed from the employee's personnel file after six (6) months from the effective date.

Section 16.5. All records of suspension shall be removed from an employee's personnel file twenty-four (24) months following the date of the suspension.

Section 16.6. An employee shall be given a copy of any written reprimand or other written disciplinary action entered on his personnel record.

Section 16.7. Whenever the Employer determines that an employee may be disciplined for cause that could result in suspension, reduction, or termination, a disciplinary hearing will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. However, no prior hearing is required in cases where the employee is charged with one of the following:

insubordination; illegal possession of unauthorized firearms; dishonesty; fighting; drunkenness; or being under the influence of alcohol or illegal drugs which may be verified by a sobriety test or medical examination. Should an employee be involved in a situation where it is determined that no prior hearing is required, the employee shall be notified in writing that he is suspended with pay for those hours he is scheduled to work, and a hearing will be held within forty-eight (48) hours of receipt of the notice to determine if discipline is necessary.

Any employee who is disciplined by suspension or discharge after the predisciplinary conference will be given a written statement describing the reason or reasons for which he has been suspended or discharged. In the case of suspension, he will be advised of the duration of the suspension.

Section 16.8. All grievances resulting in time off, demotion, reduction in pay, and/or termination shall be filed directly at Step 3 of the grievance procedure. If the supervisor has reason to reprimand/discipline an employee in writing, the reprimand shall state the allegation against the employee, citing specific provision(s) of the policy, procedure, rule, provision, etc., that has allegedly been violated and in what specific manner it has been violated.

Section 16.9. The Employer shall give the employee a written notice of said hearing at the time the employee is suspended with pay. When appearing at this hearing, the employee shall be entitled to representation by the Labor Council or by an attorney of his choosing.

In notifying the employee of this hearing, the employee shall be told in writing the specific allegations being made against him, what specific policy, procedure, rule, provision, etc., he is alleged to have violated and when.

ARTICLE 17 LEAVES WITHOUT PAY

Section 17.1. Types of Unpaid Leave. Employees may be granted the following types of unpaid leaves of absence:

A. **Disability Separation Leave**

A physically or mentally incapacitated employee may request a disability separation leave. A disability separation leave shall be granted for a period of up to two (2) years when the disability continues beyond accumulated sick leave rights and provided the employee is:

1. hospitalized or institutionalized;
2. on a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or
3. is declared incapacitated for the performance of the duties of his position by a licensed physician.

It is the employee's responsibility to request a disability separation leave, and such leave is not granted automatically when the employee's sick leave has expired. When an employee is ready to return to work, he shall furnish a statement by a physician releasing the employee as able to return to work. If, due to the nature of the employee's work and/or illness or injury, the physician's statement contains restrictions on the employee's activity, the Employer may provide, dependent upon the needs of the agency and position, the employee with light duty or reduced hours of work in accordance with Article 19, Sick Leave, Section 6, of this contract.

Should the Employer have reasonable cause, he may request that an employee submit to a medical examination in order to determine the employee's capability to perform the substantial and material duties of his position. The Employer shall provide the employee with the name of a physician, chosen by the Employer, and the employee shall be required to set an appointment with said physician within seven (7) days. The Employer will supply the examining physician with facts relating to the perceived disabling illness, injury, or condition.

Additional information may include physical and mental requirements of the employee's position, duty statements, job classification specifications, and position descriptions. The cost of the medical examination shall be paid by the Employer. An employee found to be unable to perform the substantial and material duties of his position by such physician shall be placed on disability leave as described above. If the employee's personal physician and the Employer's appointed physician disagree as to the employee's ability to perform his duties, a third physician shall be mutually agreed upon to conduct a separate examination, and the results of this physician's examination shall be binding on both parties.

B. Personal Leave

The Employer may grant a leave of absence to any employee for a maximum duration of six (6) months for any personal reasons of the employee. Such a leave may not be renewed or extended beyond six (6) months. The employee shall include all pertinent information relating to the need for a personal leave of absence with his request for leave.

Section 17.2. Authorization for Leave. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer shall decide in each individual case if a leave of absence is to be granted. No leave of absence shall be granted for the purpose of working another job.

A leave of absence shall be requested on the standard Request for Leave Form and submitted to the Employer at least thirty (30) calendar days in advance of the date requested, except in circumstances of medical emergency.

Section 17.3. Sick Leave Credit and Vacation Credit During Leave. An employee on leave of absence without pay does not earn sick leave or vacation credit. However, the time spent on authorized leave of absence is to be counted in determining length of service for purposes of extended vacation eligibility or other purposes where tenure is a factor.

Section 17.4. Abuse of Leave. If a leave of absence is granted for a specific purpose, and it is found the leave is not actually being used for such purpose, the Employer may cancel the leave and direct the employee to report for work by giving written notice to the employee.

Section 17.5. Reinstatement from Leave. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any replacement in the position while an employee is on leave is to be on a temporary basis, unless otherwise determined by the Employer. An employee may contact the Employer prior to the expiration of said leave and be granted a reasonable extension for a justifiable cause, within the various maximum time limits established under this article.

Section 17.6. Insurance Premiums During Leave. The Employer will continue to pay its portion of the premium for employees on an approved leave of absence without pay, up to a maximum of six (6) months. The Employer shall continue to provide insurance coverage for disabled employees on non-paid leave for one (1) additional month for each year of continuous employment with the Employer, up to a maximum of twelve (12) months. Should an employee fail to return from leave under any section of this article, he shall be liable for repayment of the Employer's portion of premium cost.

**ARTICLE 18
LEAVES WITH PAY**

Section 18.1. Employees shall be granted the following types of paid leaves of absence under the stated conditions:

A. Military Leave

1. Any employee of the bargaining unit who is a member of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or a member of other reserve components of the armed forces of the United States, is entitled to a military leave of absence from his respective duties without loss of pay, for such time as he is in the military service on field training or active duty for periods not to exceed thirty-one (31) calendar days in any one (1) calendar year. The maximum number of hours for which payment can be made in any one (1) calendar year is one hundred seventy-six (176) hours. In order to secure pay in accordance with this provision, the employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of duty
2. Employees who are members of those components listed in paragraph one will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. The leave will cover the official period of the emergency. Other provisions for military leave shall be controlled by state and federal law.

B. Personal Leave

1. Each full-time employee, after completion of his initial probationary period, shall be entitled to forty (40) hours of personal leave on January 1st of each calendar year thereafter. Said leave will not be cumulative. Newly hired full-time employees shall receive personal leave on a prorated basis in the first year of employment. Part-time employees are not entitled to personal leave.
2. Each request for personal leave must be made at least one (1) calendar day in advance of its intended day of usage and may be approved by the employee's immediate supervisor.

3. Any personal leave not used by December 31 of each calendar year shall be converted to sick leave.

C. Court Leave

The Employer shall grant full pay for regularly scheduled working hours on any day when the employee is subpoenaed for any court by the United States, the State of Ohio, or a political subdivision or any other court of record. Compensation received for court subpoenaed appearances is to be remitted by the employee to the Employer. In order to receive compensation, the employee must provide to the Employer:

1. Notice of the summons or a copy of the subpoena forty-eight (48) hours prior to the date of such service, where applicable, and otherwise as soon as possible prior to the service.
2. A clerk of courts certificate or other document of the court stating the time served.

Employees shall not be entitled to be paid court leave when appearing in court for criminal or civil cases when the case is being heard in connection with the employee's personal matters and not as a result of their duties as members of the bargaining units. These absence would be leave without pay or vacation or other accrued leave as scheduled in advance with the Employer.

D. Jury Duty

Employees while serving on jury duty in any court of record shall be paid at their regular rate of pay for each of their working days during the period of time served. Time served shall be deemed active and continuous service for all purposes. Any compensation received by the employee for his appearance as a juror shall be remitted to the Employer for any days of scheduled work days.

**ARTICLE 19
SICK LEAVE**

Section 19.1. Crediting of Sick Leave. Sick leave credit shall be earned at the rate of eight (8) hours for each month in active pay status, including paid vacation, overtime, and sick leave.

Section 19.2.

- A. Evidence Required for Sick Leave Usage. Upon return to work, an employee shall complete an application form for sick leave to justify the use of sick leave. The Employer may require the employee to furnish a certificate from a physician, dentist, or other medical practitioner. Abuse of sick leave or falsification of either a sick leave application or a practitioner's certificate shall be grounds for disciplinary action, including dismissal.
- B. Uses of Sick Leave. Sick leave may be granted to an employee upon approval of the Employer and for the following reasons:
1. illness or injury of the employee or a member of his employee's immediate family, wherein the employee's presence is required.
 2. death of a member of his immediate family (sick leave usage limited to time actually required to attend funeral, make necessary funeral arrangements, and to take care of related matters); maximum usage is limited to five (5) working days;
 3. medical, dental, or optical examination or treatment of employee or a member of his immediate family, which requires the presence of the employee;
 4. if a member of the immediate family is afflicted with a contagious disease which requires the care and attendance of the employee, or the employee, through exposure to a contagious disease, would jeopardize the health of other employees on the job; and
 5. pregnancy and/or childbirth and other conditions related thereto.
- C. For the purpose of this article, the definition of immediate family shall be mother, father, brother, sister, child, step-children, spouse, grandparents, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law (sibling's spouse), son/daughter-in-law, legal guardian, or other person who stands in the place of a parent (loco parentis), foster child(ren).

Section 19.3. Expiration of Sick Leave. If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a disability leave or a personal leave in accordance with the appropriate sections of this agreement.

Section 19.4. Physician Statement. An employee with an illness or disability exceeding three (3) working days may be required to furnish a statement from his physician notifying the Employer that the employee was unable to perform his duties. If medical attention is required, the employee shall furnish a certified statement from a licensed physician including time of examination.

Where sick leave is requested to care for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person.

Section 19.5. Notification by Employee (Call-In Procedure). When an employee is unable to work, he shall notify his immediate supervisor or other designated person two (2) hours prior to the time he is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or other arrangements are made with the employee's immediate supervisor. Employees failing to notify their immediate supervisor as prescribed herein shall not be paid and shall be subject to disciplinary action.

Section 19.6. Physical Examination. The Employer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave, disability leave, or make application for disability retirement. The cost of such examination shall be paid by the Employer. The Employer reserves the right to assign an employee to "light duty" based on a physician's recommendation, if the operational needs of the Office permit.

Section 19.7. The following incentive pay is devised to address current sick leave policies.

Effective the first full pay period following the execution of this agreement, full-time bargaining unit employees shall receive an additional twenty cent (20¢) per hour payment added to their regular hourly rate of pay for all hours worked, provided said employee(s) used no sick leave during that fourteen (14) day pay period.

ARTICLE 20 LABOR/MANAGEMENT CONFERENCE

Section 20.1. Intent. In the interest of effective communications, either party may at any time request a Labor/Management Conference. Such request shall be

made in writing and be presented to the other party five (5) calendar days in advance of the requested meeting date. The written request shall include an agenda of items the party wishes to discuss and the names of the representatives who will be attending.

Section 20.2. Purpose of Meetings. The purpose of such meeting shall be limited to:

- A. discuss the administration of this agreement;
- B. notify the Labor Council of changes made by the Employer which affect bargaining unit employees;
- C. discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- D. disseminate general information of interest to the parties;
- E. give the Labor Council representative the opportunity to share the view of its members and/or make suggestions on subjects of interest to its members;
- F. discuss ways to increase productivity and improve efficiency;
- G. consider and discuss health and safety matters relating to employees;
- H. discuss procedures on the filling and scheduling of part-time off-duty employment.

Section 20.3. Conference Representatives. There shall be no more than four (4) representatives for each party in attendance at the Labor/Management Conference. No more than two (2) representatives of the Labor Council shall be paid for attendance.

ARTICLE 21 NO STRIKE/NO LOCKOUT

Section 21.1. No Strike. It is understood and agreed that the services of employees of the Employer are essential to the public health, safety and welfare. The Labor Council, therefore, agrees that there shall be no interruption of services by the employees because of any work slowdown, strike, sympathy strike, or other concerted effort during the term of this agreement or any extensions thereof.

Section 21.2. No Lock Out. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of employees during the term of this agreement unless those employees have violated Section 1 of this article.

Section 21.3. Discipline for Violation. Any employee who participates in or promotes such strike activities as previously outlined may be disciplined, and only the question of whether or not he/she did in fact participate in or promote such action shall be subject to appeal.

ARTICLE 22 WAIVER IN CASE OF EMERGENCY

Section 22.1. Definition. A publicly declared emergency is defined as acts of God or civil disorder declared by the President of the United States, the Governor of the State of Ohio, the Monroe County Sheriff, or the federal or state legislature. In the case of a publicly declared emergency, the following conditions of this agreement may be suspended by the Employer during or as a result of an emergency as defined herein:

- A. time limits for the Employer's replies on grievances; and
- B. all work rules and/or agreements and practices relating to the assignment of all employees.

Section 22.2. Renewal of Matters Suspended. Upon the termination of the emergency, should valid grievances exist, they shall proceed in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed.

Section 22.3. Expiration of Emergency. A declared emergency may be renewed every two (2) weeks or it will be dropped.

ARTICLE 23 VACATIONS

Section 23.1. Accrual Rate. 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 the length of total county seniority as per Article 11 of this agreement and shall be accrued and credited as follows:

<u>Length of Service</u>	<u>Vacation</u>	<u>Credit Per Pay Period</u>
Less than one (1) year	None	3.1
One (1) year but less than eight (8) years	80 hours	3.1 hours
Eight (8) years but less than fifteen (15) years	120 hours	4.6 hours
Fifteen (15) years but less than twenty-five (25) years	160 hours	6.2 hours
Twenty-five (25) years or more	200 hours	7.7 hours

Employees hired prior to the effective date of this agreement shall accrue vacation based upon their adjusted seniority within the County.

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

Section 23.2. Pre-Scheduled Vacation Usage. Each employee entitled to vacation will schedule at least forty (40) hours of vacation on consecutive dates. The balance of any vacation may be taken in units of not less than one (1) day.

Vacation requests for a specific time period shall be submitted to the Sheriff/designee during the period of January 1 - 31. Such requests shall be reviewed/scheduled on the basis of seniority. Vacation requests submitted pursuant to this section shall be approved or disapproved by February 28th of each year, and the employee notified in writing accordingly.

An employee shall have the right to take vacations according to his seniority, subject to the scheduling requirements of the Office and in accordance with the selection procedure of Section 23.3 of this article.

Section 23.3. Non-Prescheduled Vacations. After the January 31 date described in Section 23.2 herein, an employee requesting less than four (4) days non-prescheduled vacation must submit his request to his immediate supervisor at least seven (7) calendar days prior to commencement of such leave. Any request of a vacation leave of four (4) days or more must be submitted thirty (30) calendar days prior to commencement of such leave unless an emergency exists. All vacation requests are subject to the approval of the Employer. This provision may be waived at the discretion of the Employer. The Employer will respond no later than fifteen (15) calendar days for those requests of four (4) days or more as to whether the request for vacation has been approved or disapproved, if the employee gives the required notice. No more than one (1) employee covered hereunder on each respective shift shall be permitted vacation leave at any one time unless authorized by the Employer.

After an employee has exhausted all paid personal leave, an employee may request vacation leave in a one (1) day increment, provided such request is submitted to his immediate supervisor at least two (2) calendar days in advance of the date requested.

Section 23.4. Vacation Accumulation. Generally, vacation leave shall be taken by an employee during the year in which it was accrued and the employee's next anniversary date of employment. The Employer may permit an employee to accumulate vacation from year to year, not to exceed six (6) weeks accumulation.

Section 23.5. Recall to Duty. Employees on vacation may be recalled to duty only for true emergency situations as described in Article 22 of this agreement.

Section 23.6. Holidays Occurring During Vacation. Holidays enumerated in this agreement shall not be charged to an employee's vacation leave.

Section 23.7. Separation Pay. Upon separation from the Employer's payroll, an employee shall be entitled to compensation at his current rate of pay for all lawfully accrued and unused vacation leave to his credit at the time of separation up to the maximum accumulation as described in Section 23.4 herein. An employee shall forfeit his right to take or to be paid for any vacation leave to his credit which is in excess of the above-referenced amount. Such excess leave shall be eliminated from the employee's leave balance.

Section 23.8. Payment of Vacation Leave Upon Death. In the case of the death of the employee, the unused vacation leave credit of such employee shall be paid to the deceased employee's spouse or the estate if there is not a surviving spouse.

**ARTICLE 24
FUNERAL LEAVE**

Section 24.1. Bargaining unit employees shall be granted up to three (3) days of leave with pay for death in the immediate family provided twenty-four (24) hours advance notice of request for use is given, when possible.

Section 24.2. Immediate family, for this purpose only, shall be defined as mother, father, sister, brother, spouse, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-children or foster child(ren).

Section 24.3. Funeral leave will not be charged to any other earned leaves.

Section 24.4. Additional time off without pay, or leave chargeable to sick, vacation, or personal leave, may be arranged at the discretion of the Employer.

**ARTICLE 25
HOLIDAYS**

Section 25.1. Designated holidays shall be as follows:

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

Section 25.2. Bargaining unit employees who are not scheduled to work or are directed not to report on the above-referenced holidays shall receive eight (8) hours, or ten (10) hours if regularly scheduled to work a ten (10) hour shift, of holiday pay for each of the above holidays in accordance with this article. All holidays are observed on the actual date of observance.

Section 25.3. In order to be eligible for holiday pay, an employee must work his scheduled shift immediately preceding and following the holiday, or be on pre-approved leave.

Section 25.4. If the Employer requires an employee to work on any of the holidays listed in Section 1 above, he shall be entitled to pay for all time actually worked at a rate of one and one-half (1 ½) times his regular base rate of pay, and in addition shall receive eight (8) or ten (10) hours of holiday pay in accordance with this article. If the employee is required to work more than eight (8) or ten (10) hours on any holiday designated in Section 1, the employee shall be compensated for such time worked in excess of eight (8) or ten (10) hours at a rate of two and one-half (2 ½) times his regular rate of pay.

ARTICLE 26 MILEAGE EXPENSE REIMBURSEMENT

Section 26.1. When an employee is authorized or directed by the Employer to use his vehicle for official Office business, mileage expenses shall be reimbursed as follows:

- A. Employees shall be reimbursed for official business travel for the actual miles traveled at the rate per mile established by the Board of County Commissioners for the use of privately owned automobiles. The employee shall submit documentation of expenses to the Employer.
- B. Mileage reimbursement shall be payable to only one (1) of two (2) more employees traveling on the same trip and in the same vehicle. Payment for mileage is considered to be total reimbursement for all vehicle-related expenses (i.e., gas, oil, depreciation, etc.). The names of each person traveling together shall be listed on the travel voucher. Parking/tolls will be reimbursed for actual expenses upon submission of receipts.
- C. All employees shall be required to carry motor vehicle liability insurance minimums as prescribed by the Ohio Revised Code in order to be reimbursed for business travel.

ARTICLE 27 UNIFORMS

Section 27.1. New Employees. The Employer shall issue new uniforms and equipment (leather only) to all new employees. The amount allocated shall be

pursuant to the Employer's rules, regulations, and procedures, and shall not exceed three hundred dollars (\$300.00). Once the new employee completes probation, he/she shall be entitled to the amount defined in section 27.2 on a pro rated basis with the initial allocation of three hundred dollars (\$300.00) factored into the total.

Section 27.2. Uniform Allowance. Effective January 1, 2012, and each year thereafter, each full time deputy shall be entitled to an annual uniform allowance, not to exceed eight hundred dollars (\$800.00) per year. Each part time deputy shall be entitled to an annual uniform allowance, not to exceed four hundred dollars (\$400.00). In the event the total allotted amount is not utilized during any yearly period January 1 through January 1, the remaining amount shall be forfeited.

Section 27.3. Uniform Upkeep and Return. The employee shall be responsible for the upkeep of his uniform, and the Employer hereby states that whatever the employee purchases with his allowance (except badges) shall be owned by the employee and not subject to being returned to the Employer upon termination of employment. Upon termination of employment, the employee shall surrender to the Employer any and all badges in his possession unless said employee retires or is killed in the line of duty. In such a case, the family of the fallen officer is permitted to keep the badges.

Section 27.4. Use and Wearing of Equipment. Equipment and other items not issued or required by the Employer may be utilized or worn only with the permission of the Employer.

Section 27.5. All Employer property shall be subject to proper care and maintenance by the employee. Failure to properly maintain or care for Employer property shall be grounds for discipline and loss of replacement rights under this article.

Section 27.6. Where an employee supplies evidence that he sustained damage to personal property while performing the duties of his assigned work and performed his duties with due caution and without negligence on his part, the Employer shall reimburse the employee for the cost of necessary repairs or replacements, but no more than fifty dollars (\$50.00) for jewelry items. The employee shall present the damaged personal property for the Employer's inspection prior to the repair or replacement of said property. Repair or replacement of said property shall be at the Employer's option.

Section 27.7. In the event of damage to prescription eye glasses, including frames, contact lenses, and dentures in accordance with this article, the Employer shall pay the difference between the amount of reimbursement from Workers' Compensation and the actual cost of repair or replacement, if any.

**ARTICLE 28
HEALTH INSURANCE**

Section 28.1. The Employer shall, for the term of the agreement, contribute the following amounts towards a full-time employee's monthly health care premium(s):

90% Single Plan
85% Group Plan
85% Family Plan

It is understood and agreed that an employee(s) shall pay the difference between the above-referenced amounts and the total amount of the monthly premium for the type of coverage the employee selects (i.e., single, group, family). If more than one (1) health care plan is made available through the County Commissioners, the above percentages shall be based on the least expensive of the plans offered.

Section 28.2. Employees shall be eligible to enroll in said plan(s) on an annual basis, in accordance with the enrollment period(s) described herein.

Section 28.3. The Employer shall continue the insurance committee as set up by the Monroe County Commissioners with the Labor Council Associate or designee as a member of the committee.

Section 28.4. Initial contributions, as set forth in Section 1 herein, will be made within thirty (30) calendar days following the execution of this agreement.

**ARTICLE 29
SAFETY**

Section 29.1. Mutual Concern. Safety-related issues are a concern and responsibility of the Sheriff, the employee, and the Labor Council. The Sheriff accepts the responsibility to make a reasonable effort to provide safe working conditions and directives for bargaining unit employees. Bargaining unit employees accept the responsibility to maintain their equipment, work area, and/or tools in a safe and proper manner and accept the responsibility to follow all the Sheriff's safety rules, regulations, and safe working methods in the performance of

their duties. Employees are responsible for immediately reporting to the Sheriff or his designee any unsafe job-related condition(s).

Section 29.2. Unsafe Equipment. No employee shall be required to use any equipment that has been designated by the Sheriff or his designee as being unsafe until the problem has been corrected.

**ARTICLE 30
PROFESSIONAL LIABILITY INSURANCE**

Section 30.1. The Employer or its insurance carrier agrees to provide legal representation for the defense of any lawsuit brought against any employee for actions resulting from the actions of an employee who acted in good faith and within the scope of his employment or official responsibilities.

Section 30.2. The Employer or its insurance carrier shall be responsible for any judgments rendered against an employee as a result of such lawsuits where the employee acted in good faith and within the scope of his employment or official responsibilities.

Section 30.3. In no event shall the Employer or its insurance carrier be required to provide legal representation or pay any judgments where the employee acted manifestly outside the scope of his or her employment or official responsibilities.

Section 30.4. In no event shall the Employer be required to pay any judgments rendered against an employee as a result of a lawsuit where the employee was found to have engaged in wanton, malicious, or intentional misconduct.

**ARTICLE 31
WAGES**

Section 31.1.

Effective the first full pay period after February 1, 2012:

	<u>Probation</u>	<u>After 6 mo.</u>
Deputy 2%	\$13.85	\$15.09
Part time Deputy 2%	\$13.85	\$15.09

Sergeant	\$16.11	

Section 31.2. The Employer shall continue to provide data such as sick leave and vacation balance, tax deductions, and PERS on pay check stubs.

**ARTICLE 32
MODIFICATION AND SAVINGS CLAUSE**

Section 32.1. Modification. Modification of this agreement may be done only by mutual agreement of the Employer and the Labor Council and may be done only after being reduced to writing, dated, and signed by both the Employer and the Labor Council.

Section 32.2. Savings Provision. Should any portion of this agreement be declared invalid by operation of law, or by a court of competent jurisdiction, such invalid part or provision shall not invalidate the remaining portions therein and they shall remain in full force and effect. Within thirty (30) calendar days following the publication date of such declaration of invalidity, and when their representatives are available, the Employer and the Labor Council shall meet in an attempt to modify such provision to comply with the applicable law.

**ARTICLE 33
APPLICATION OF STATE CIVIL SERVICE LAW**

Section 33.1. Except as provided in Ohio Revised Code (ORC) §124.57, no section of the Civil Service laws contained in Revised Code Chapter 124 shall apply to employees in the bargaining unit, and it is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit, except that complete lists of persons having passed civil service examinations must be provided to the employee, when requested, for selection of original appointments.

Section 33.2. In accordance with the provisions of Ohio Revised Code §4117.10 (A), the following articles and/or sections thereof, as provided under the terms and conditions of this agreement, specifically supersede and/or prevail over those subjects described in the Ohio Revised Code and/or the Ohio Administrative Code:

<u>Contract Article</u> <u>Preempted</u>	<u>Statute Regulation</u>
Article 11, Seniority	ORC 124.321 – 124.328
Article 12, Job Posting & Transfer Procedure	ORC 124.27 – 124.32 OAC 123: 1-19-03
Article 13, Layoff and Recall Article 14, Hours of Work/Overtime	ORC 124.321 – 124.328 ORC 4111.03
Article 15, Discipline	ORC 124.34
Article 16, Leaves Without Pay 124.382,	ORC 124.35, ORC ORC 124.386, OAC 123: 123-34-01 - 03
Article 17, Leaves With Pay	ORC 5923, ORC 119, OAC 123: 1-32-01-04, 05 OAC 124, 135
Article 18, Sick Leave	ORC 124.38 – 124.39 OAC 123: 1-32-05, 07-10
Article 23, Vacations	ORC 9.44, ORC 325.14
Article 24, Funeral Leave	ORC 124.38 OAC 123: 1-32-05
Article 25, Holidays	ORC 325.19

ARTICLE 34
DURATION OF AGREEMENT

Section 34.1. This agreement shall be effective February 1, 2012 and shall remain in full force and effect through January 31, 2015 unless otherwise terminated as provided herein.

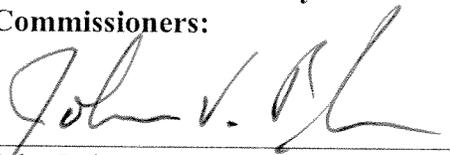
Section 34.2. If either party desires to modify, amend, or terminate this agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the termination date, nor later than sixty (60) calendar days prior to the termination date of this agreement. Such notices shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

On or around January 1, 2013 the parties agree to re-open Article 31 (Wages) for the last two years of this agreement.

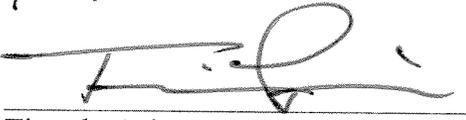
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this 27th day of December, 2011

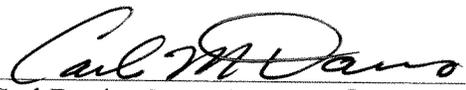
For the Monroe County Commissioners:



John Pyles, Commissioner



Timothy Price, Commissioner



Carl Davis, Commissioner *PROG.*

For the Monroe County Sheriff:

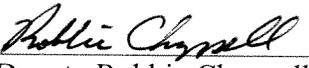


Charles Black, Sheriff

For the Fraternal Order of Police, Ohio Labor Council:



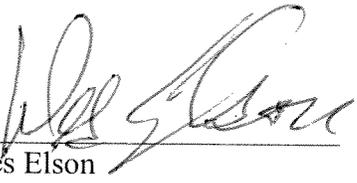
Deputy Cara Popadak



Deputy Robbie Chappell



Sergeant Eric Yonley



Wes Elson
Staff Representative

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.,	}	Case No(s): 11-MED-11-1669
EMPLOYEE ORGANIZATION,	}	11-MED-11-1670
	}	
and,	}	
	}	
MONROE COUNTY SHERIFF,	}	
EMPLOYER.	}	
	}	

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

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

Respectfully Submitted,



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

cc: Mr. Charles Black
chuck.black@monroesheriff.com