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**AGREEMENT BETWEEN THE  
JEFFERSON COUNTY SHERIFF**

**AND THE**

**FRATERNAL ORDER OF POLICE/OHIO LABOR COUNCIL, INC.  
(FOP/OLC)  
CORRECTIONS SERGEANTS, LIEUTENANTS  
AND CAPTAINS**



**Effective May 11, 2012  
Expires May 9, 2015**

**Case #2012-MED-02-0122**

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**ARTICLE 1**  
**PREAMBLE**

This agreement, entered into by the Jefferson County Sheriff, hereinafter referred to as the "Employer," and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "FOP/OLC," has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein; and to provide a procedure for the resolution of differences in accordance with the grievance procedure herein.

**ARTICLE 2**  
**RECOGNITION**

**Section 1.** The Employer recognizes the FOP/OLC as the sole and exclusive representative for those employees of the Employer in the bargaining units as follows:

**Bargaining Unit #1** (As certified in Case #00-REP-06-0139 and 07-REP-08-0110)

**Included:** Full-Time Captains  
Full-time Corrections Sergeants  
Full-time Lieutenants

**Excluded:** All other employees

Whenever used in this agreement, the term bargaining unit(s) shall be deemed to include those full-time individuals employed in and holding the classification(s) listed above.

**Section 2.** Notwithstanding the provisions of this article, management, confidential, professional, supervisory, temporary, seasonal, and fiduciary employees shall not be included in the bargaining unit.

**Section 3.** All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

**Section 4.** The parties recognize and agree that this agreement constitutes a multiple unit agreement, and unless delineated specifically by clause, all provisions of this agreement apply equally to all units.

**Section 5.** The Employer will advise the FOP/OLC of any proposed new classification(s) and the responsibilities of said classification(s), and agrees to meet and confer with the FOP/OLC regarding inclusion of any such new classification in the affected bargaining unit. If the FOP/OLC and the Employer are unable to agree whether said classification shall be included in the bargaining unit, the

parties agree to jointly file a petition for amendment of certification with the State Employment Relations Board (SERB) pursuant to their rules and regulations solely to determine whether said classification(s) shall be included in the bargaining unit.

### **ARTICLE 3** **NON-DISCRIMINATION**

**Section 1.** The Employer agrees not to interfere with the right of bargaining unit employees to become members of the FOP/OLC, and the Employer shall not discriminate, interfere, restrain or coerce any employee because of any legal employee activity in an official capacity on behalf of the FOP/OLC, as long as that activity does not conflict with the terms of this agreement.

**Section 2.** The FOP/OLC agrees not to interfere with the rights of employees exercising the right to abstain from membership in the FOP/OLC or involvement in FOP/OLC activities.

**Section 3.** 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.

### **ARTICLE 4** **MANAGEMENT RIGHTS**

**Section 1.** Except as specifically limited herein, the Employer shall have the exclusive right to administer the business of the office of the Sheriff in addition to all other functions and responsibilities which are required by law. Specifically, the Employer's exclusive management rights include, but are not limited to, the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, retain, layoff and recall, reprimand, suspend, discharge, or discipline to maintain order among employees;
- B. To promulgate and enforce employment rules and regulations and to otherwise exercise the prerogatives of management;
- C. To manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed;
- D. To determine goals, objectives, programs, and services, and to utilize both internal and external personnel in a manner designed to effectively meet their purposes;
- E. To determine the size, composition, and duties of the work force, the number of shifts required, to establish work schedules, to establish hours of work, to establish, modify, consolidate, or abolish jobs for, including but not limited to, the assignment of employees, duties to be performed, qualifications required, and area worked;
- F. To relieve employees from duty due to lack of work, lack of funds, or for other legitimate reasons which improve the economy or efficiency of the office of the Sheriff;

- G. To determine when a job vacancy exists, the standards of quality and performance to be maintained;
- H. To determine the necessity to schedule overtime and the amount required thereof;
- I. To maintain the security of records and other pertinent information;
- J. To determine the overall budget;
- K. To maintain and improve the efficiency and effectiveness of the Employer's operation; and
- L. To determine and implement necessary actions in emergency situations.

**Section 2.** The FOP/OLC recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified herein and as permitted by law shall remain the function of the Employer.

## **ARTICLE 5** **RULES AND REGULATIONS**

**Section 1.** The FOP/OLC recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, regulations, policies and procedures consistent with the Employer's statutory authority to regulate the personal conduct of employees while in performance of their assigned duties or in any representative capacity of the Employer, or in the conduct of the Employer's services and programs.

**Section 2.** Copies of written work rules, policies, and directives or amendments herein, promulgated following the effective date of this agreement, will be furnished to the Union prior to the effective date of implementation. The Employer/designee(s) will meet with the representatives of the FOP/OLC, upon written request, to discuss the effects of any new or modified (of current) work rules, regulations, policies or procedures, upon the bargaining unit employees. Such work rules, regulations, policies and procedures shall be distributed to the affected employees and/or posted on departmental bulletin board prior to their effective date.

**Section 3.** The Employer may, in an emergency situation, implement a work rule, regulation, policy or procedure to rectify a situation. However, immediately following the implementation of any such work rule, regulation, policy or procedure, the Employer will meet with representatives of the FOP/OLC, upon written request, pursuant to the provisions contained in Section 2 of this article.

**Section 4.** The Employer recognizes that no work rules, regulations, policies or procedures shall be established that are in violation of any expressed terms of this agreement.

**Section 5.** This article shall not apply to policies or procedures which are mandated by federal or state laws or regulations governing operational procedures.

**ARTICLE 6**  
**DISCIPLINARY PROCEDURE**

**Section 1.** No employee shall be reduced in pay or position, suspended, discharged, removed, or otherwise disciplined, except for just cause.

**Section 2.** Except in instances wherein an employee is found guilty of serious misconduct, discipline will be applied in a corrective, progressive, and uniform manner in accordance with the Employer's policy.

**Section 3.**

A. Whenever the Employer or his designee determines that an employee may be suspended, reduced, or terminated, a predisciplinary meeting will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. The affected employee shall be permitted to have a Union representative present at the meeting.

Not less than twenty-four (24) hours prior to the scheduled starting time of the meeting, the Sheriff will provide the employee a written outline of the alleged misconduct.

B. At the predisciplinary meeting, the Sheriff/designee will ask the employee or his representative to respond to the allegations of misconduct which were outlined to the employee.

C. The decision of the Sheriff, excluding verbal/written reprimands, may be appealed by filing a grievance at Step 2 of the grievance procedure within five (5) calendar days of receipt of the decision.

**Section 4.** Records of disciplinary action involving verbal and/or written reprimands shall cease to have force and effect eighteen (18) months after their effective date, providing there is no intervening disciplinary action taken during that time period. All other records of disciplinary action shall cease to have force and effect twenty-four (24) months after their effective date, providing that there has been no intervening disciplinary action taken during that time period.

**ARTICLE 7**  
**EMPLOYEE RIGHTS**

**Section 1.** Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational necessities require otherwise. Investigative sessions shall be for reasonable periods of time. In the event an employee is to be questioned or interviewed concerning an allegation of misconduct, the employee shall be informed at the commencement of the investigation as to the general nature of the alleged misconduct.

**Section 2.** When an investigation moves from investigatory to accusatory and/or the affected employee reasonably believes disciplinary action may result, the affected employee shall have the

right to request and have a Union representative or Union attorney present. Such request shall not unreasonably delay the continuation of the investigation.

**Section 3.** Upon notice to the other party, the affected employee or the Employer may mechanically record the investigation session. A copy of the recording will be provided to the other party upon request.

**Section 4.** All complaints by citizens which may result in suspension, reduction, or discharge of a bargaining unit employee shall be in writing and signed by the complainant. Upon written request from the employee, the Sheriff will provide a copy of such complaint to the employee. However, the Employer reserves the right to investigate any complaint and to question a bargaining unit employee regarding any complaint, including an anonymous complaint. Discipline shall not be imposed solely on the basis of an anonymous complaint.

**Section 5.** If, in the course of an internal investigation, an employee has been given a voluntary polygraph examination, such examination shall not be used in any subsequent court action, except in accordance with applicable rules of evidence. No employee shall be compelled to submit to a polygraph examination.

**Section 6.** If an employee to be questioned is, at that time, a witness and not under investigation, he shall be so advised of such status.

## **ARTICLE 8**

### **GRIEVANCE PROCEDURE**

**Section 1.** The term "grievance" shall mean an allegation by a bargaining unit employee or the FOP/OLC that there has been a breach, misinterpretation, or improper application of this agreement. The grievance procedure is not to be used to effect changes in the articles of this agreement nor those matters not covered by this agreement.

**Section 2.** While this agreement is in effect, the grievance and arbitration procedure contained herein shall be the sole and exclusive remedy for disputes which arise under this agreement.

**Section 3.** All grievances must be timely processed at the proper step in order to be considered at subsequent steps. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect. Any grievance which is not submitted by the employee within the time limits provided herein shall be considered resolved based upon management's last answer. Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the procedure. All time limits on grievances may be extended upon mutual written consent of the parties.

**Section 4.** It is the mutual desire of the Employer and the FOP/OLC to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedule. The Employer and the FOP/OLC agree to make a responsible effort to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

### **Step 1**

In order for an alleged grievance to receive consideration under this procedure, an employee must identify the alleged grievance to the Chief Deputy (hereinafter referred to as the "Chief") within seven (7) work days of the occurrence that gave rise to the alleged grievance. The Chief shall investigate and provide the employee a documented verbal response within five (5) work days following this initial discussion.

In the event the alleged grievance is not resolved in the verbal stage as described herein, the employee may reduce the grievance to writing on a mutually agreeable form (See Appendix A), and within five (5) work days following the Chief's verbal response, submit the written grievance to the Chief. The Chief shall have five (5) work days in which to schedule a meeting, if he deems such necessary, with the aggrieved employee and his FOP/OLC representative, if the former desires. The Chief shall investigate and respond in writing to the grievance within five (5) work days following the meeting date.

### **Step 2**

If the grievance is not resolved in Step 1, the employee, with the appropriate FOP/OLC representative, if the former desires, may refer the grievance to the Sheriff or his designee within five (5) work days after receiving the Step 2 reply. The Sheriff shall have five (5) work days in which to schedule a meeting with the aggrieved employee and his appropriate FOP/OLC representative, if the former desires. The Sheriff shall investigate and respond to the grievant and/or appropriate FOP/OLC representative within ten (10) work days following the meeting.

### **Step 3 Arbitration**

If the grievance is not satisfactorily resolved in Step 2, the FOP/OLC may submit a written demand that the grievance be submitted to arbitration. The demand for arbitration must be submitted to the Sheriff within ten (10) calendar 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 by the FOP/OLC within the time limits described, the grievance shall be considered resolved based upon the second step reply. Upon receipt of demand for arbitration, the Employer or his designee and the representative of the FOP/OLC shall within ten (10) working days following the receipt of the demand for arbitration jointly agree to request a list of nine (9) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties shall agree on the specific issue(s) to be determined by the arbitrator prior to requesting the list. Upon receipt of the list of nine (9) arbitrators, the parties shall meet or conference by telephone to select an arbitrator within ten (10) working days from the date the list is received. The parties shall use the alternate strike method from the list of nine (9) arbitrators submitted to the parties by the FMCS. The party requesting the arbitration shall strike a name from the list, then the other party shall strike a name, and alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. Prior to striking, either party shall have the option to completely reject the list of names provided by the FMCS and request another list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS. The arbitrator shall hold the arbitration

hearing promptly and issue his decision and recommendation 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's decision and recommendation shall be consistent with applicable law.

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 properly 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 submitted for arbitration, and shall have no authority to determine any other issues not submitted to him, or to submit observations 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, grievance, or practices. The arbitrator shall not recommend any new or different wage rates be established which were not negotiated as part of this agreement. In the event of a monetary award in an incident arising out of an ongoing grievance, the arbitrator shall not recommend retroactive settlement beyond the pay period proceeding the date the grievance was discussed in Step 1 of the grievance procedure. In the case of disciplinary action, suspension, reduction, or discharge, the arbitrator shall have the authority to make his award effective back to the date of the discipline. 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 scope of authority or jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable or beyond the arbitrator's scope of authority or jurisdiction. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

Recommendations of the arbitrator shall be final and binding upon the Employer, the FOP/OLC, and the employees. All fees and expenses of the arbitrator shall be paid by the losing party. Expense of any non-employee witnesses, if any, shall be borne by the party calling the witness. The fees of any court reports shall be paid by the party asking for same; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

**Section 5.** All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties:

1. aggrieved employee's name and signature, unless the grievant is the FOP/OLC;
2. aggrieved employee's classification, unless the grievant is the FOP/OLC;
3. date grievance was first discussed with the Chief;
4. date grievance was filed in writing;
5. date and time grievance occurred;
6. the location where the grievance occurred;
7. a description of the incident giving rise to the grievance;
8. specific article and sections of the agreement violated;

9. specific remedy to resolve the grievance.

**Section 6.** A grievance may be brought by any employee covered by this agreement or the FOP/OLC. 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. All affected employees shall be listed on the grievance form.

**Section 7.** Any grievance that originates from a level above the first step of the grievance procedure may be submitted directly to the step or level from which it originates by mutual agreement of the parties.

**Section 8.** For purposes of this article, work days shall be defined as Monday through Friday and shall exclude Saturday, Sunday, and recognized holidays.

## **ARTICLE 9**

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

**Section 1.** The Employer and the FOP/OLC recognize that a strike would create a clear and present danger to the health and safety of the public and that the agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

- A. During the term of this agreement, the FOP/OLC shall not authorize, cause, engage in, sanction or assist in any sick call, work stoppage, strike, sympathy strikes, or slowdown which affects the Employer or his operations. The FOP/OLC shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause.
- B. In the event of a violation of the "no-strike" clause, the FOP/OLC shall promptly notify all employees in a reasonable manner that the strike, work stoppage, or slowdown, or other unlawful interference with normal operations of the Employer, is in violation of the agreement, unlawful, and not sanctioned or approved of by the FOP/OLC. The FOP/OLC shall advise the employees in writing to return to work immediately, and shall submit a copy of such written notice to the Employer.

**Section 2.** In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 1 of this article, is subject to discipline or discharge by the Employer. Disciplinary action taken in accordance with the provisions of this article shall not be subject to the grievance procedure contained herein; however, the issue as to whether or not a strike or work stoppage occurred may be subject to the grievance procedure contained herein.

**Section 3.** During the term of this agreement, the Employer shall not cause, permit or engage in any lockout of its employees unless those employees shall have violated Section 1 of this article.

**Section 4.** Nothing in this article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike.

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

**Section 1.** The Employer agrees to provide a bulletin board in the break room for use by the Union.

**Section 2.** All Union notices which appear on the bulletin boards shall be signed, posted and removed by the FOP/OLC Associate or representative during non-work time. FOP/OLC notices relating to the following matters may be posted without necessity of receiving the Employer's prior approval:

- A. FOP/OLC recreational and social affairs;
- B. notice of FOP/OLC meetings;
- C. FOP/OLC appointments;
- D. notice of FOP/OLC elections;
- E. results of FOP/OLC elections;
- F. reports of non-political standing committees and independent non-political arms of the FOP/OLC; and
- G. non-political publications, rulings, or policies of the FOP/OLC.

All other notices of any kind not covered "A" through "G" above must receive the prior approval of the Employer or his designated representative.

It is also understood that no material may be posted on the Union bulletin board at any time which contains the following:

- A. personal attacks upon any other member or any other employee;
- B. scandalous, scurrilous, or derogatory attacks upon the administration;
- C. attacks on any 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 11**  
**DUES DEDUCTION**

**Section 1.** The Employer agrees to deduct FOP/OLC membership dues, fees, and assessments in accordance with this article for all employees eligible for membership in the bargaining unit upon the successful completion of six (6) months of employment.

**Section 2.** The Employer agrees to deduct regular FOP/OLC membership dues once each month from the pay of any employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form (See Appendix A) must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct FOP/OLC 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. Deductions for dues and fair share fees will be made and paid monthly to the FOP/OLC, 222 East Town Street, Columbus, Ohio, 43215, or other such address as set by the FOP/OLC from time to time.

**Section 3.** The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of membership dues, fees, or assessments. The FOP/OLC 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. Once the funds are remitted to the FOP/OLC, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the FOP/OLC.

**Section 4.** 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; (4) an unpaid leave of absence; or (5) resignation by the employee from the FOP/OLC.

**Section 5.** The Employer shall not be obligated to make dues deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of FOP/OLC dues.

**Section 6.** The parties agree that neither the employees nor the FOP/OLC shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the FOP/OLC dues deduction would normally be made by deducting the proper amount.

**Section 7.** The rate at which dues, fees and assessments are to be deducted shall be certified to the Employer by the Treasurer of the FOP/OLC annually. One (1) month advance notice must be given to the Employer prior to making any changes in an individual's dues, fees, or assessment deduction.

**Section 8.** Each eligible employee's written authorization for dues, fees and assessment deduction shall be honored by the Employer for the duration of this agreement, unless the eligible employee verifies in writing by certified mail to the Employer and the FOP/OLC that the check-off

authorization has been revoked, at which point the dues, fees and assessment deduction will cease to be effective the pay period following the pay period in which the written deduction revocation was received by the Employer.

**ARTICLE 12**  
**FAIR SHARE FEE**

**Section 1.** Membership in the Union shall be voluntary, and no employee shall be required to become or remain a member of the Union as a condition of employment with the Employer. However, all current bargaining unit employees who are not Union members, and all Union members who during the term of this agreement withdraw their membership, shall pay a fair share fee to the Union. New hire employees who choose not to join the Union shall pay a fair share fee to the Union commencing upon completion of six (6) months of service in the bargaining position.

**Section 2.** Fair share fees shall be deducted automatically from paychecks of employees subject to said fees, without the necessity of prior written authorization. No fair share fees shall be deducted until such time as all employees, and the Employer, have been presented with a copy of the Union's rebate and challenge procedure and a copy of the independent audit establishing the basis for the fair share fee. The Union must also provide for alternative fee payments to charitable funds by those conscientious objectors who are members of a bona fide religion or religious body which historically or by its tenets object to financial support of employee organizations.

**Section 3.** Fair share fees shall be equal to dues paid by Union members in the prior agreement year, less any non-chargeable expenditures. Non-chargeable expenditures are those fees used to support partisan political activities, ideological and social causes, and any other activities not germane to the realm of collective bargaining. The Union must annually provide to all employees and the Employer a certification from an independent auditor not otherwise employed by the Union, specifying the major categories of expenditures of the Union, and establishing the proportionate amount of chargeable and non-chargeable expenditures.

**Section 4.** The challenge procedure referred to in Section 2 of this article shall include appeal to an independent umpire appointed by the American Arbitration Association pursuant to the Association's "Rules for Impartial Determination of Union Fees," effective June 1, 1986. Challenges by fee payors must be affected within sixty (60) calendar days of initial imposition of the fee or any change in the fee. The Union shall provide for the escrow of any fees in dispute. All costs related to the challenge of disputed fees, except representational costs of the objector, shall be paid by the Union.

**Section 5.** It is the intent of the parties that this article comply with state and federal law currently in existence or developed in the future.

**Section 6.** It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article, and the Union 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.

**ARTICLE 13**  
**UNION REPRESENTATION**

**Section 1.** Employees selected by the Union to act as Union representatives for the purpose of processing grievances under the grievance procedure shall be known as Associates.

**Section 2.** The Employer, upon receipt of a twenty-four (24) hour advance notice, agrees to admit not more than one (1) non-employee Union representative to the Employer's facility during the Employer's normal office business hours Monday through Friday, except in cases of emergency wherein the twenty-four (24) hour advance notice shall be waived, and the representative shall be granted access when reasonably necessary. Upon entering, such non-employee Union representatives shall identify themselves to the Employer or his designated representative. Non-employee Union representatives shall be admitted for the purposes established herein and shall only be permitted in the areas of the facility designated by the Employer or his designated representative.

**Section 3.** The Union shall notify the Employer, in writing, of the name of the one (1) Associate and the non-employee representative before they will be recognized by the Employer. For the purposes of this article, appropriate Union 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; and,
- C. attendance at meetings between the Union and the Employer where their attendance is requested.

The investigation and writing of grievances shall be on non-duty time, unless the grievance being filed is challenging a suspension or dismissal.

**Section 4.** Rules governing the activity of the employee representatives are as follows:

- 1. the Associate must provide advance notice to his/her Division Commander or designee before beginning Union activities;
- 2. the Associate shall identify the reason for the request at the time Union activity time is requested;
- 3. the Associate shall not conduct Union activities in any work area without notifying the Division Commander or designee in charge of that area of the nature of the Union activity;
- 4. the Associate shall cease Union activities immediately upon the reasonable order of the Division Commander or designee; and,
- 5. failure to comply with such order may result in disciplinary action if it is found that the Associate is abusing the rules of this section.

**Section 5.** Any changes made as to designation of the Associate shall be furnished to the Employer before being recognized by the Employer.

**ARTICLE 14**  
**PERSONNEL RECORDS**

**Section 1.** Every 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). Any employee may copy documents in their file. An employee's personnel file shall be maintained in the Department's personnel office. A copy of all documents relating to an employee's conduct, discipline and/or job performance shall be given to the employee at the time such document is placed in the employee's personnel file.

Employees shall be able to file a written response, limited to two (2) pages, to the documents relating to an employee's conduct, discipline, and/or job performance.

**ARTICLE 15**  
**PROBATIONARY PERIODS**

**Section 1.** Every newly hired employee will be required to successfully complete a probationary period. The probationary period for a newly hired employee shall begin on the first day for which the employee receives compensation from the Employer and shall extend for a period of one (1) calendar year. A newly hired probationary employee may be terminated at any time during the probationary period and shall have no appeal over such removal.

**Section 2.** An employee promoted to a higher classification shall be required to successfully complete a promotional probationary period in the new position. The promotional probationary period shall begin on the first day the employee performs the duties of the promoted position and shall continue for a period of one (1) calendar year. A newly promoted employee may be returned to his former position at any time during his promotional probationary period; however, said employee may appeal, through the grievance procedure, such return if it occurs during the second half of the probationary period.

**Section 3.** A probationary employee (newly hired or promotional) who has lost work time of more than five (5) work days due to injury or illness, or who has lost work time due to an unpaid leave of absence, shall have their probationary period extended by the length of time lost. Such extension shall be computed on a day for day basis; that is, for each day absent, the probationary period shall be extended an additional day.

**ARTICLE 16**  
**SENIORITY**

**Section 1.** Seniority shall be defined as the total length of continuous service as a full-time employee within the Sheriff's Department of the County of Jefferson.

**Section 2.**

- A. A break in continuous service shall occur when an employee:
1. quits, resigns, or is separated from employment for more than one (1) year;
  2. retires;
  3. is discharged;
  4. is laid off for a period in excess of fifteen (15) months;
  5. fails to timely return without permission from:
    - a. leave of absence;
    - b. recall after layoff; or
    - c. sick leave.
- B. Seniority shall continue to accrue any time an employee is on an approved leave of absence.

**Section 3.** The Employer shall prepare and maintain seniority lists of all employees and shall furnish said lists annually to the FOP/OLC. The Associate shall be advised of the names and starting dates of employment for all newly hired employees.

**Section 4.** When two (2) or more employees have the same seniority dates, seniority shall be determined by a flip of the coin.

**ARTICLE 17**  
**PERFORMANCE EVALUATIONS**

**Section 1.** The employee's signature shall be required on performance evaluations. Such signing will only indicate that the employee has read the evaluation and will not signify concurrence. No subsequent evaluation comments shall be added to the form once the employee has signed the evaluation. The employee shall have the right to add his response in the form of an addendum.

**Section 2.** Employees shall be furnished a copy of their evaluation upon request.

**ARTICLE 18**  
**VACANCY AND PROMOTIONS**

**Section 1.** The parties agree that all appointments to positions covered by this agreement, other than the original appointments, shall be filled in accordance with this article.

**Section 2.** Whenever the Employer determines that a permanent vacancy exists that would result in a promotion, a notice of such vacancy shall be posted on the bulletin board for seven (7) days. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the Employer. The Sheriff shall not be obligated to consider any applications submitted after the posting date or that do not meet the minimum qualifications for the job.

**Section 3.** Nothing in this article shall be construed to limit or prevent the Sheriff from temporarily filling a vacant position for a period not to exceed ninety (90) calendar days, pending the Sheriff's determination to fill the vacancy on a permanent basis. In the event it becomes necessary to extend this time period, with no more than one (1) extension per vacancy, the Sheriff shall notify the FOP/OLC of the reason(s) that necessitate such extension.

**Section 4.** The Sheriff shall have the sole right to determine and select the individual he believes to be best qualified for the vacant position. Should the awarding of a vacant position result in the promotion of a bargaining unit employee, the Sheriff may submit an applicant(s) to job-related tests developed by the Sheriff. Prior to hiring a new employee, the Sheriff shall review and consider any bargaining unit applicants.

**Section 5.** Once the selection has been made, the Employer will notify all bargaining unit(s) applicants of the selection. Any bargaining unit employee selected to fill a vacancy shall be compensated at the applicable rate for the new position upon the date the employee actually performs the duties of the new position.

## **ARTICLE 19** **LAYOFF AND RECALL**

**Section 1.** Whenever the Employer determines that a layoff(s) becomes necessary, the Employer shall determine the classification(s) which will be affected and the number of employees to be laid off within each affected classification. Employees affected by an initial layoff shall be given a fourteen (14) calendar day advance written notice.

Once the number of layoffs necessary and the affected classifications have been determined by the Employer, affected employees shall be laid off based upon seniority. Seniority for the purpose of this provision shall be defined as the total length of continuous service with the Sheriff's Department.

**Section 2.** Employees who are laid off shall be placed on a recall list for a period of fifteen (15) months following the date the employee was laid off. If there is a recall, employees who are on the recall list shall be recalled in the inverse order of their layoff.

**Section 3.** Notice of recall from a layoff shall be sent to the employee by registered mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

**Section 4.** In the case of a layoff, the recalled employee shall have three (3) calendar days following the receipt of the recall notice to respond to the Employer/designee and no more than seven (7)

calendar days to return to work, unless the Employer agrees to an alternative date for the employee to return to work.

## **ARTICLE 20**

### **LABOR/MANAGEMENT MEETINGS**

**Section 1.** In the interest of sound labor/management relations, unless mutually agreed otherwise, every quarter on a mutually agreeable time and date, the Sheriff and/or his designee(s) shall meet with not more than one (1) representative from each bargaining unit to discuss those matters addressed in Section 2 herein. An agenda listing items to be discussed will be furnished by each side five (5) days in advance of such meetings with a listing of the names of those who will be attending.

**Section 2.** The purpose of such meetings shall be to:

- A. discuss the administration of this agreement;
- B. notify the Union of changes made by the Sheriff which affect bargaining unit members of the Union;
- C. discuss grievances which have not been processed beyond Step 2 of the grievance procedure, when such discussions have been mutually agreed to by both parties;
- D. disseminate general information;
- E. discuss ways to increase productivity and improve efficiency;
- F. to consider and discuss matters relating to employees and any changes which affect the wages, hours, terms and conditions of the employment of employees in the bargaining unit.

**Section 3.** Special meetings may be called by either party, and when such meetings are requested and mutually agreed upon, they shall be convened as soon as possible.

## **ARTICLE 21**

### **HEALTH AND SAFETY**

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. The Employer agrees to continue to provide bullet proof vests for employees in the applicable bargaining units as currently practiced. Said vests shall be utilized by employees in the manner prescribed by the Sheriff and/or designee. Failure to utilize the vest as directed by the Sheriff and/or designee shall be grounds for disciplinary action. 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. Employees are responsible for immediately reporting to the Sheriff/designee any unsafe job-related conditions.

**ARTICLE 22**  
**HOURS OF WORK/OVERTIME**

**Section 1.** This article is intended to define the normal hours of work for the bargaining unit(s) employees in order to determine eligibility for overtime. Nothing in this article shall be construed as a guarantee of work hours or as a restriction on management's rights as specified in the Management Rights article herein.

**Section 2.** Each employee's work schedule shall be determined by the Employer. When an employee is required to work in excess of forty (40) hours in a seven (7) calendar day period, defined as beginning at 12:01 a.m. Saturday and ending at 12:00 p.m. the following Friday, he shall be paid overtime pay for such time at the rate of one and one-half (1 1/2) times his regular hourly rate of pay. The Employer shall determine when overtime is necessary. There shall be no pyramiding of overtime payments and compensation shall not be paid more than once for the same hours under any provision of this article or agreement.

**Section 3.** In lieu of overtime pay as provided in Section 2 above, the Employer shall grant an employee compensatory time if requested by the employee. Compensatory time shall be granted at the rate of one and one-half (1 1/2) hours of compensatory time off for each hour of overtime worked. The maximum amount of compensatory time an employee may accrue and carry forward is one hundred and twenty (120) hours. Any overtime worked which would increase the employee's accumulated compensatory time above this maximum shall be paid at the appropriate overtime rate.

Compensatory time off will be granted at a time mutually convenient to the employee and the Employer. The employee must submit a written request on a standardized form and receive approval from the Employer prior to taking compensatory time off. Employee(s) failing to submit the aforementioned written request shall not be granted compensatory time for such time absent. Further, an employee shall not be permitted to use more than eight (8) hours of compensatory time in a pay period. Additional time may be granted at the sole discretion of the Sheriff.

Upon separation of employment, employees shall be paid for their accrued but unused compensatory time at their current straight-time hourly rate.

**Section 4.** For purposes of determining an employee's eligibility for overtime compensation, hours worked will include vacation leave, holiday leave, funeral leave, compensatory time, and civil leave. Sick leave payment shall not be included or considered as time worked in determining overtime eligibility payment.

**Section 5.** Whenever an employee is required to appear during his regular off-duty time before any official court or before a prosecutor for pre-trial conference on matters pertaining to or arising from the employee's official duties, the employee shall be compensated for a minimum of two (2) hours for each such appearance at the appropriate hourly rate. If an employee appears before a court or at a pre-trial conference for more than two (2) hours, such excess time shall also be compensated at the applicable rate. Appearances which about a regular shift are not subject to the above minimum requirements.

**ARTICLE 23**  
**SICK LEAVE**

**Section 1.** Sick leave credit shall be earned at the rate of four and six tenths (4.6) hours for each eighty (80) hours of service in active pay status, including paid vacation and sick leave, but not during a leave of absence or layoff, to a limit of fifteen (15) days, or one hundred and twenty (120) hours per year. Unused sick leave shall accumulate without limit.

**Section 2.** 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 3.** Sick leave shall be charged in minimum units of one-half (1/2) hour. Employees shall be charged for sick leave only for days upon which they would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

**Section 4.** Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:

- A. illness or injury of the employee or a member of the employee's immediate family, when the employee's presence is required, defined as an employee's spouse, child, mother, father, sibling, grandparents or stepchildren who reside with the Employer;
- B. medical, dental, or optical examination or treatment of employee which cannot be scheduled during non-working hours;
- C. a member of the immediate family, defined in "A" above, is afflicted with a contagious disease, and due to exposure to the contagious disease, the presence of the employee at his job would jeopardize the health of others; and
- D. pregnancy and/or childbirth and other conditions related thereto.

**Section 5. Evidence Required For Sick Leave Usage.** The Employer shall require an employee to furnish a standard written and signed statement explaining the nature of the illness to justify the use of sick leave immediately upon return to work. If medical attention is required, the employee shall be required to furnish a statement from a licensed physician notifying the Employer that the employee was unable to perform his/her duties. 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, or in the case of childbirth and other conditions relating thereto, during the post-natal period. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action.

**Section 6.** When an employee is unable to work, he shall notify the supervisor or other designated person no less than one (1) hour prior to the time he is scheduled to report to work on each day of absence, unless emergency conditions make it impossible, or unless the employee has made other reporting arrangements with the supervisor.

**Section 7.** Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud shall be grounds for disciplinary action, together with a refund by the employee of any salary or wages paid in connection with such non-compliance by the employee. Sick leave is to be used only for the reasons specified in Section 4 herein, and the excessive use of sick leave shall be cause for disciplinary action.

**Section 8.** If medical attention is required, the employee shall be required to furnish a statement from a licensed physician or psychologist notifying the Employer that the employee was unable to perform his duties and is now able to return to work. Such physician's statement shall be required for absence in excess of three (3) consecutive work days due to illness. Whenever the Employer suspects abuse of the use of sick leave, he may require proof of illness in the form of a physician's statement of disability to approve the use of such leave.

**Section 9.** The Employer may require an employee to take an examination, conducted by a licensed physician or psychologist, to determine the employee's physical or mental capability to perform the duties of the employee's position. An employee who is required to submit a physical/psychological examination shall be afforded the opportunity to select the name of one (1) of five (5) physicians supplied by the Employer, subject to the availability of the qualified physicians. The cost of such examination shall be paid by the Employer. The Employer shall supply the examining physician with the job requirements of the employee's position, including physical and mental requirements of the position and the position description. Additional information may be provided upon the request of the examining physician. If found not qualified, the employee may be placed on sick leave with pay, leave without pay, or a disability separation.

**Section 10.** Effective upon execution of this agreement, whichever is later, and on January 1 of each year thereafter, employees with at least one (1) year of employment with the Employer shall be entitled to use up to two (2) days of accumulated but unused sick leave per calendar year for personal leave.

In order to be granted personal leave, an employee must request said leave in accordance with the provisions of Article 31, Section 2 (requests of less than forty [40] hours/one [1] week). The granting of personal leave is subject to the staffing and work load requirements of the Employer. Should an employee not use personal leave, such unused leave shall be credited to the employee's accrued but unused sick leave balance to the maximum of two (2) days per calendar year.

## **ARTICLE 24** **FUNERAL LEAVE**

An employee shall be granted up to five (5) days leave with pay in the event of the death of the employee's parents, spouse, children/child, sibling, and/or grandchildren. An employee may be required to provide proof of relationship; said leave shall include the day of the funeral.

An employee shall be granted up to three (3) days leave with pay in the event of the death of an employee's current mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents and the employee's spouse's grandparents.

**ARTICLE 25**  
**CONVERSION OF UNUSED SICK LEAVE**

**Section 1.** An employee who is both eligible for and elects to take his public employee retirement benefits shall be entitled to convert accrued but unused leave to a cash payment on the following basis:

An employee may receive, after completion of ten (10) years of continuous service with the Sheriff's Department, a cash payment in the amount of one (1) hour's pay for each four (4) hours of accrued but unused sick leave at the time of retirement. The maximum payment under this provision shall not exceed two hundred eighty (280) hours of pay. For the purpose of this provision, retirement shall be considered that criteria established for retirement from active service with the Department at the time of separation under the Ohio Public Employees Retirement System (OPERS).

**ARTICLE 26**  
**INJURY LEAVE**

**Section 1.** In the event a non-probationary employee is injured while in the performance of his job duties or contracts a service connected illness, the Employer shall grant to an employee who filed the appropriate application, and who is required to be absent from work in excess of one (1) calendar week as the result of said injury or illness, temporary disability pay as described herein pending the determination by the Bureau of Workers' Compensation of his claim, not to exceed ninety (90) calendar days from the date of the reported injury or illness. Should an on-the-job injury or illness not require an employee to be absent from work for at least one (1) calendar week, such time absent from work may be charged against the accumulated sick time. Such payment may be granted under the following conditions:

- A. The Employer shall review each individual reported case of injury or illness, receive a written report from the employee and be satisfied that such injury occurred during the performance of the employee's duties with the Employer.
- B. The Employer shall receive a written report from a licensed physician, psychologist, or hospital stating that the absence is a direct result of the injury or illness and that the employee is totally unable to perform his normally assigned duties.
- C. The employee shall sign a release of information which will allow the Employer to examine the medical records of the employee, and the employee may be required to submit to a physical examination by a physician of the Employer's choice for the purpose of establishing the validity of the employee's claim for injury leave.

**Section 2.** An employee who is eligible for injury leave shall be entitled to receive a maximum of seventy-two percent (72%) of his weekly wages for the ninety (90) calendar day period described herein.

Upon receiving payment from the Bureau of Workers' Compensation, the employee shall forward/reimburse said monies to the Employer. Any difference between the monies received from the Employer (if greater) and the Bureau of Workers' Compensation shall be deducted from or charged against the employee's accrued but unused sick leave balance. Should the employee have no sick leave balance, the difference shall be deducted from or charged against the employee's compensatory time, vacation leave, or personal leave balance.

In the event the employee's claim is denied and the appeal process has been exhausted, all payments received from the Employer under this article shall be charged against the employee's unused sick leave balance. Should the sick leave balance be exhausted and additional money is owed to the Employer, the remaining balance shall be charged or deducted against first, accumulated but unused compensatory time, and second, accumulated but unused vacation leave.

**Section 3.** In the event an employee's employment is terminated and the repayment of all or any of the payments received from the Employer has not been reimbursed to the Employer, the Employer shall deduct all monies owed based upon the following schedule:

1. Pursuant to Article 25, Conversion of Unused Sick Leave, when applicable, or
2. Compensatory time, or
3. Vacation Leave, Personal Leave, or
4. Employee's Final Paycheck.

**Section 4.** It is understood and agreed that all monies paid to an employee shall be paid back by the employee to the Employer.

Nothing contained herein shall be construed to prevent the Employer from seeking recovery of monies owed through any other available legal means.

Falsification of claims, written statement, or physician certificates shall be grounds for disciplinary action, which may include dismissal.

## **ARTICLE 27**

### **DISABILITY SEPARATION**

**Section 1.** A disability separation may be granted when an employee has exhausted his accumulated sick leave and any leave of absence without pay where applicable, and is:

1. hospitalized or institutionalized, or in a period of convalescence following hospitalization or institutionalization as authorized by a physician at the hospital or institution; or
2. is declared physically incapable of performing the duties of his position by a licensed physician.

If an examination is requested or required by the Employer, the Employer shall designate the physician and shall bear the cost of such examination. Any appointment made to a position vacated by disability separation will be on a temporary basis, and such employee will be made fully aware of its temporary nature. Should the employee returning from disability separation be reinstated to another position, the temporary appointment may be made permanent at the discretion of the Employer. It is the employee's responsibility to request a disability separation; such leave is not granted automatically when the sick leave and leave without pay has expired.

**Section 2. Reinstatement.** An employee given a disability separation shall have the right to reinstatement within three (3) years from the date of separation to the same or similar position.

An employee given a disability separation subsequent to a leave of absence without pay shall retain the right of reinstatement for a period of up to three (3) years from the date the employee began the leave of absence without pay. An employee must make written application to the Employer for reinstatement containing medical documentation showing full qualifications to perform the duties of the position. A medical examination may also be requested and scheduled by the Employer and shall be conducted by a physician designated by the Employer. Within thirty (30) days after making written application and passing a medical examination showing full qualifications to perform the duties of the position, an employee will be reinstated to the same or similar position, provided such position(s) still exist and/or are utilized.

An employee who does not return from disability separation, formally resign, or take disability retirement within the three (3) years shall be separated from service upon the expiration of the three (3) year period.

## **ARTICLE 28** **CIVIL LEAVE**

**Section 1.** An employee who is subpoenaed for court jury will be paid his regular salary or wage in full during his absence. He will, however, be required to turn over all monies received from the court to the Employer. In the event an employee is released early from jury duty, and at least four (4) hours remain during the employee's scheduled work day, he will be expected to report for work following jury duty. A copy of the subpoena shall be submitted at the time of the request for civil leave.

**Section 2.** If an employee is required to appear in a court of law for personal reasons, he is expected to take either vacation leave or leave without pay at the discretion of the employee. An employee shall give at least one (1) week advance notice, whenever possible, of the need for such a leave.

## **ARTICLE 29** **HOLIDAYS**

**Section 1.** Each full-time employee who successfully completed his initial probationary period shall be entitled to eight (8) hours of holiday pay, at his regular base rate of pay, for each of the following designated holidays:

New Year's Day	1st day of January
Martin Luther King Day	3rd Monday in January
Presidents' Day	3rd Monday in February
Good Friday	1/2 day - Friday before Easter
Memorial Day	30th day of May
Independence Day	4th day of July
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veterans Day	11th day of November
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Day	25th day of December
Primary Election Day	1/2 day - 1st Tuesday after the 1st Monday in May
Election Day	1 day - 1st Tuesday after the 1st Monday in November if a presidential election; 1/2 day if a general election

**Section 2.** The Employer shall designate the dates upon which the above holidays are to be observed and shall post a notice of same during January of each year.

**Section 3.** Employees shall be entitled to holiday pay in accordance with Section 1 herein, regardless of whether or not they are scheduled to work on the observed day of the holiday. Employees who actually work on the observed holiday shall be entitled to holiday pay in accordance with Section 1 herein and shall receive time and one-half (1 1/2) their regular base rate of pay for all hours actually worked.

**Section 4.** To be eligible for holiday pay, an employee must work the last scheduled work day before the holiday and the first scheduled work day after the holiday, unless on approved leave.

**Section 5.** Employees whose classifications are on a 24/7 basis shall receive time and one-half (1 1/2) pay when working the actual holiday as noted in Section 1 of Article 29.

## **ARTICLE 30**

### **VACATION**

**Section 1.** Full-time employees who have completed one (1) full year of continuous service with the Employer shall be entitled to vacation leave with pay. The amount of vacation leave to which an employee is entitled is based upon the length of continuous service as follows:

<b><u>Length of Service</u></b>	<b><u>Vacation</u></b>
Less than one (1) year	None
At one (1) year but less than seven (7) years	80 hours
At seven (7) years but less than twelve (12) years	120 hours
At twelve (12) years but less than fifteen (15) years	160 hours
At fifteen (15) years but less than twenty-one (21) years	200 hours
At twenty-one (21) years or more	240 hours

Such vacation leaves shall be accrued to employees at the following rates, effective on their individual anniversary dates of employment:

<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

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 2.** Vacation leave shall be taken in minimum increments of eight (8) hours. Vacation leave requests of forty (40) hours/one (1) week or more shall be submitted to the Employer/designee at least thirty (30) calendar days prior to the date and/or time period requested. Vacation leave requests of less than forty (40) hours/one (1) week shall be given with a reasonable prior notice, as currently practiced. Vacation leave requests are subject to the staffing and work load requirements of the Employer; therefore, the Employer shall have the right to deny vacation requests if such requirements so mandate. The Employer shall determine the number of employees who may be granted vacation leave during similar time periods.

**Section 3.** No vacation leave shall be carried over for more than three (3) years. 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 that year to his credit at the time of separation or retirement, and in addition, shall be compensated for any unused vacation leave accrued to his credit to a maximum of thirty (30) vacation days. Employees who have an excess of the thirty (30) vacation days and give notice of termination of employment shall be permitted to use such excess vacation leave prior to the date of termination.

In the case of the death of an employee, all accrued but unused vacation leave shall be paid to the employee's estate or to their designated beneficiary.

## **ARTICLE 31** **UNIFORMS**

**Section 1.** All new employees hired after January 1, 1992, in the applicable classification/ bargaining unit(s) shall be provided with one (1) original uniform including a winter and a summer hat, three (3) summer shirts, two (2) winter shirts, three (3) pairs of trousers, a winter coat, a light coat, a rain coat, all necessary badges, buttons, ties, and leather goods, as prescribed by the Employer. Should an employee fail to successfully complete their probationary period, or voluntarily terminate their employment during the probationary period, said employee shall return to the Employer items purchased as described herein.

**Section 2.** All or part of an employee's uniform, when damaged while in the performance of their assigned duties, shall be promptly replaced when necessary as determined by the Employer. Said determination shall be reasonable. If an item of clothing for a plain clothed employee is damaged beyond repair while in the line of duty, when such damage is not due to negligence or intentional destruction, such item shall be replaced by the Employer. Request for replacements by employees shall be in writing. Each bargaining unit employee shall receive five hundred dollars (\$500.00) per year (defined as January 1 and on this date each year thereafter) in a uniform replacement account for the purpose of replacing worn and aging uniform and equipment items.

**Section 3.** If the Employer changes the dress requirements, newly required items shall be furnished by the Employer as deemed appropriate.

**Section 4.** In the event of damage to prescription eye glasses (including frames), contact lenses, dentures, or watches, which damage occurs in the active discharge of an employee's duties enforcing the law, the Employer shall pay the difference, if any, between the amount of reimbursement from the employee's personal insurance, court ordered recovery, or Workers' Compensation and the actual cost of repair or replacement. However, the Employer's monetary reimbursement obligation for repair or replacement of any article shall not exceed fifty dollars (\$50.00) for any watch and shall not exceed the cost equivalent to the amount incurred by the employee (as verified) for the most recent purchase of any eye glasses, contact lenses, or dentures.

Workers' Compensation claims will be filed by an employee where applicable, and reimbursement to the Employer will be made upon receipt of any monetary award by the employee.

**ARTICLE 32**

**WAGES**

**Section 1.** Effective on the dates indicated herein, the following hourly rates shall apply:

		<b>May 10, 2012</b> <b>1.5%</b>	<b>May 10, 2013</b> <b>1%</b>	<b>May 10, 2014</b> <b>1%</b>
Captain	19.68	19.98	20.18	20.38
Lieutenant	18.83	19.11	19.30	19.49
Sergeant	14.52	14.74	14.89	15.04

**ARTICLE 33**

**LONGEVITY PAY**

**Section 1.** Effective upon execution of this agreement, and for the duration of this agreement, in addition to their regular base rate, as set forth in Article 32, Wages, each bargaining unit employee shall receive longevity compensation in accordance with the following schedule:

**Years of Continuous Employment  
With The Employer**

**Amount of Longevity  
Pay Per Hours Worked**

At 5 years but less than 10 years	\$.20/hour
At 10 years but less than 15 years	\$.35/hour
At 15 years but less than 20 years	\$.45/hour
At 20 years of service	\$.75/hour
At 25 years of service	\$1.00/hour

**Section 2.** The amount of longevity compensation shall be determined based upon the total years of continuous service which has been completed by the employee as of his anniversary date of hire with the department. Changes shall become effective at the beginning of the pay period following the employee's anniversary date. The foregoing longevity payments shall not be cumulative.

**ARTICLE 34  
INSURANCE COVERAGE**

**Section 1.** The Employer shall make available to all full-time bargaining unit employees the same major hospitalization care insurance plans that are available to non-bargaining unit Jefferson County employees. If such non-bargaining unit Jefferson County employees are required to pay a portion of the monthly insurance premiums, the same contributions shall also apply to bargaining unit employees through payroll deduction. All insurance requirements specified for such non-bargaining unit Jefferson County employees shall also be applicable to bargaining unit employees. The Employer will provide the Union with advance notice of any modifications to the plan and/or of the individual employee's monthly insurance premium.

**Section 2.** Employees who use all sick leave hours, vacation time, and compensatory time shall be eligible to receive fully paid hospitalization as provided by the County for a period not to exceed three (3) premium months.

Employees on non-paid leave such as disability separation or worker's compensation shall be provided fully paid hospitalization not to exceed three (3) premium months from the employee receiving his/her final active pay status pay check.

In the event an employee is unable to work due to job-related injury that falls under the jurisdiction of the State of Ohio Workers' Compensation program, and is unable to return to work following the three (3) month period described herein, the employee will be provided Employer-paid hospitalization coverage for an additional period, not to exceed nine (9) months. In no event shall this benefit be provided by the Employer for more than twelve (12) months.

**Section 3.** In the event an employee is killed in the line of duty or dies while actively employed, the Employer shall provide hospitalization insurance for the employee's spouse and eligible dependent children, if any, for a period of one (1) year. The one (1) year period shall begin on the date of the event which resulted in the death of the employee.

**Section 4.** It is understood and agreed that the Employer shall not be obligated to provide such coverage under the provisions of Sections 2 and 3 herein for more than twelve (12) months.

When an employee has used his/her months of paid benefits/coverage following an employee's loss of "active pay status," an employee may continue to carry hospitalization coverage; however, the employee must pay one hundred percent (100%) of the premium cost.

### **ARTICLE 35** **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 County Commissioners, the federal or state legislature, or the Sheriff, such as acts of God or civil disorder, the following conditions of this agreement may automatically be suspended at the discretion of the Employer:

1. Time limits for management replies on grievances, or FOP/OLC submissions of grievances.
2. Selected 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 and shall proceed from the applicable point in the grievance procedure to which they had properly progressed.

### **ARTICLE 36** **SEVERABILITY**

In the event that any federal or state legislation, governmental regulation, or court decision causes invalidation of any article or section of this agreement, all other articles or sections not so invalidated shall remain in full force and effect.

In such event, the Employer and the FOP/OLC will, at the written request of either party, enter into discussions relative to the particular provision(s) deemed invalid. Upon reaching agreement on a lawful alternative provision, such agreement shall be reduced to writing and signed by the parties.

### **ARTICLE 37** **APPLICATION OF CIVIL SERVICE**

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

**Contract Article**

Article 15, Probationary Periods  
  
Article 16, Seniority  
Article 18, Vacancy & Promotions  
Article 19, Layoff and Recall  
Article 22, Hours of Work/Overtime  
Article 23, Sick Leave

Article 25, Conversion of Unused Sick Leave  
Article 26, Injury Leave  
Article 27, Disability Separation

Article 28, Civil Leave  
Article 29, Holidays  
Article 30, Vacations  
Article 32, Wages

**Supercedes and/or Prevails Over**

ORC 124.27, OAC 123: 1-19-01  
123: 1-19-03; 123: 1-23-12  
ORC 124.321 - 124.328  
ORC 124.27 - 124.32  
ORC 124.321 - 124.328  
ORC 4111.03  
ORC 124.38 - 124.391, 124.386,  
124.391; OAC 123: 1-32-05;  
OAC 123:1-32-07; OAC 123: 1-  
32-08; OAC 123: 1-32-09; OAC 123:  
1-32-10  
ORC 124.39  
ORC 124.386; OAC 123: 1-34-01  
OAC 123: 1-33-02; OAC 123:  
1-33-16; OAC 123: 1-47-01  
ORC 124.135; OAC 123: 1-34-03  
ORC 325.19  
ORC 325.19; ORC 9.44  
ORC 124.33

**ARTICLE 38**  
**DURATION OF AGREEMENT**

**Section 1.** This agreement shall be effective May 11, 2012, and shall remain in full force and effect until May 9, 2015.

**Section 2.** If either party desires to modify or amend this agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days nor later than forty-five (45) calendar days prior to the expiration date of this agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

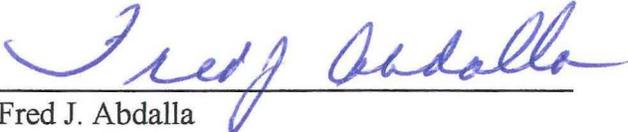
**Section 3.** The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. The provisions of this agreement constitute the entire agreement between the Employer and the FOP/OLC, and all prior agreements, either oral or written, are hereby canceled. Therefore, the Employer and the FOP/OLC, 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 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.

**SIGNATURE PAGE**

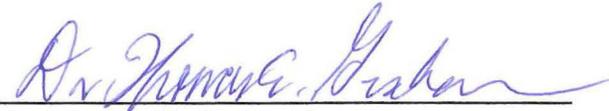
Entered into and signed this 7<sup>th</sup> day of May, 2012.

**FOR THE JEFFERSON COUNTY  
SHERIFF'S DEPARTMENT**

**FOR THE FRATERNAL ORDER OF  
POLICE/OHIO LABOR COUNCIL  
INC. (FOP/OLC)**



Fred J. Abdalla  
Jefferson County Sheriff



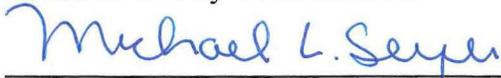
Dr. Thomas E. Graham, President  
Jefferson County Board of Commissioners



David C. Maple, Jr.  
Jefferson County Commissioner



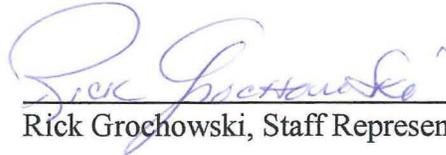
Thomas G. Gentile  
Jefferson County Commissioner



Michael L. Seyer, Labor Relations Consultant



Jason Fogle, Associate



Rick Grochowski, Staff Representative

**APPROVED AS TO FORM**

Jane Hanlin  
Jefferson County Prosecutor

**APPENDIX A**  
**Dues Deduction Form**

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

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

}  
}  
}  
}  
}  
}  
}  
}

Case No(s): 12-MED-02-0122

and,

JEFFERSON 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. Matthew B. Baker  
[mbaker@clemansnelson.com](mailto:mbaker@clemansnelson.com)