



AGREEMENT

BY AND BETWEEN

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K29738
06/12/2013

FAIRFIELD COUNTY SHERIFF'S OFFICE

AND



FRATERNAL ORDER OF POLICE
THE OHIO LABOR COUNCIL, INC.

DISPATCHERS

Effective December 15, 2012 through December 16, 2014

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ARTICLE 1
AGREEMENT

Section 1.1. Agreement This Agreement is made and entered into by the Fairfield County Sheriff, hereinafter referred to as the Employer, and the Fraternal Order of Police, Ohio Labor Council, hereinafter referred to as the Union, O.L.C. or Labor Council.

Section 1.2. Purposes The purposes of this agreement are:

- A. To comply with the requirements of Chapter 4117 of the Ohio Revised Code and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.
- B. To achieve and maintain a satisfactory and stabilized employer/employee relationship, to promote an opportunity for employees to meet with the Employer through their representatives to exchange views and opinions on policies and procedures as provided for in this Agreement;
- C. To attract and retain qualified employees by providing those benefits compatible with the financial resources of the County and the Employer;
- D. To provide for the peaceful and equitable adjustment of differences which may arise;
- E. To ensure the right of every employee to fair and impartial treatment.

Section 1.3. Legal References Unless otherwise indicated, the terms used in this Agreement shall be interpreted in accordance with the provisions of Chapter 4117 of the Ohio Revised Code. Where this Agreement makes no specifications about a matter, the Employer, employees and the Labor Council are subject to all applicable federal and state laws pertaining to the wages, hours, terms and conditions of employment for public employees. However, said laws are not incorporated into this Agreement.

Should any part of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of this Agreement be restrained by any such tribunal pending a final determination as to its validity or affect, the remaining portions thereof or the application of such portions to persons or circumstances other than those to whom or to which it has been held invalid or has been restrained shall remain in force. In the event of invalidation of any portion of this Agreement and upon written request by either party, the parties to this Agreement shall meet within a reasonable time (not to exceed thirty [30] days) in an attempt to modify the invalidated provisions through negotiations.

Section 1.4. Sanctity Of Agreement Unless otherwise specifically provided for in this Agreement, no changes in this Agreement shall be made unless there is written accord by and

between the parties hereto do so. Any negotiated changes, to be effective and incorporated in this Agreement, must be in writing and signed by the parties.

Section 1.5. Emergency Waiver In cases of an emergency, declared by the President of the United States, the Governor of the State of Ohio, the Fairfield County Sheriff, the federal or state legislature, where, such as acts of God affect the safety and health of the citizens of Fairfield County, the following conditions of this Agreement shall automatically be suspended:

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

Section 1.6. Entire Agreement The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Labor Council for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject referred to, or covered in this Agreement. With respect to any subject matter not referred to or covered by this Agreement, the provisions of applicable law shall prevail.

Section 1.7. Civil Service Exclusion Except as expressly otherwise provided in this Agreement or specifically excepted from the scope of collective bargaining by the provisions of Revised Code Chapter 4117, civil service laws contained in Revised Code Chapter 124 Sections 124.01 through 124.56 shall not apply to employees in the bargaining unit on any subject listed in the table of contents and/or addressed in this Agreement. 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.

ARTICLE 2 **LABOR COUNCIL RECOGNITION**

Section 2.1. Recognition The Employer recognizes the Labor Council as sole and exclusive representative for the purpose of negotiating wages, hours, terms and conditions of employment for those employees of the Employer in the bargaining unit as certified by the State Employment Relations Board in case # 00-REP-04-0084 on August 4, 2000 as follows:

Included: All full-time Dispatchers.

Excluded: All other employees including, but not limited to, Sheriff, Lieutenants, Sergeants, Deputies, Supervisors, management employees, confidential employees and fiduciary employees.

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

Section 2.3. New Positions In the event of a change of duties of a position within the bargaining unit, or in the event that a new position is created within the Office, the Employer shall determine whether the new or changed position will be included in or excluded from the bargaining unit and shall so advise the Labor Council in writing within five (5) calendar days. If the Labor Council disputes the Employer's determination of bargaining unit status, the parties will meet to attempt to resolve their disagreement within seven (7) calendar days from the Labor Council's notification to the Employer. If the parties agree on the determination, it shall be implemented as agreed by the Employer and the Labor Council. If the parties do not agree, the position(s) shall be subject to challenge by the Labor Council to the State Employment Relations Board, pursuant to Chapter 4117 of the Ohio Revised Code and the SERB Rules and Regulations.

Section 2.4. Representation The Labor Council recognizes that an inherent responsibility exists as sole and exclusive agent to represent all bargaining unit personnel, regardless of an employees' status as a member or non-member of the Labor Council.

ARTICLE 3 **LABOR COUNCIL SECURITY**

Section 3.1 Deduction of Dues The Employer agrees to deduct regular Labor Council dues and fees at such intervals as the Labor Council notifies the Employer as proper, but no more often than once each month, for any bargaining unit member voluntarily signing a written authorization for dues deduction. The bargaining unit member or Labor Council representatives shall submit the authorization to the Employer's designated payroll officer.

Section 3.2 Correction of Deduction Deductions provided for in this Article shall be made during one (1) pay period each month. In the event a deduction is not made for any member during any particular month, the Employer, upon written notification from the Labor Council, will make the appropriate deduction from the following pay period in which dues are regularly deducted, if the total deduction does not exceed the total of two (2) months regular dues. The Employer will not deduct more than two (2) months' regular dues from any single pay or any member.

Section 3.3 Termination of Deductions The Employer shall be relieved from making payroll deductions upon an employee's (1) termination of employment; (2) transfer to a non-bargaining unit job; (3) layoff from work; or (4) unpaid leave of absence.

Section 3.4 Limitation of Deductions The Employer shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deduction.

Section 3.5 Error in Deduction It is agreed 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 is made to the Employer within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the dues will normally be deducted. Payroll collection of dues shall be authorized for the exclusive bargaining agent only.

Section 3.6 Certification by the Labor Council The rate at which dues are to be deducted shall be certified to the payroll clerk by an official of the Labor Council at such times during the life of this Agreement as is necessary to be accurate. A one (1) month advance notice must be given the payroll clerk prior to any changes in an individual's dues deduction.

Section 3.7 Fair Share Fee As a condition of employment, sixty (60) days following the beginning of employment, or upon the effective date of this Agreement; whichever is later, employees in the bargaining unit who are not members of the Labor Council, including employees who resign from membership in the Labor Council after the effective date of this Labor Agreement, shall pay the Labor Council, through payroll deduction, a fair share fee. The fair share fee is automatic and does not require the written authorization of the employee. This provision shall not require any employee to become or remain a member of the Labor Council nor shall the fair share fee exceed the dues paid by the members of the Labor Council in the same bargaining unit. The Labor Council is responsible for certifying to the Employer the amount of the fair share fee. The fair share fee shall not be used to finance political and/or ideological activity. The fair share fee is strictly to finance the proportionate share of the cost of collective bargaining, contract administration, and pursuit of matters directly affecting wages, hours and other terms and conditions of employment of bargaining unit members. The Labor Council shall prescribe a rebate and challenge procedure, which complies with O.R.C Section 4117.09(c), federal law, and any judicial decisions interpreting such laws.

Section 3.8 Indemnification It is agreed that the Labor Council shall save the Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of or be by reason of action taken or not taken by the Employer in fulfilling the obligations imposed on the Employer under this section, except for failure to forward deducted fees.

Section 3.9 Remitting Deductions The Employer agrees to furnish the Labor Council once each calendar month, a warrant in the aggregate amount of the dues and fees deducted for that calendar month, together with a listing of the employees for whom said deductions are made. All Labor Council dues and fees collected under this Article shall be paid by the Employer within thirty (30) days to the Labor Council at 222 East Town Street, Columbus, Ohio, 43215-4611. Once the funds are remitted to the Labor Council, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Labor Council.

ARTICLE 4 **LABOR COUNCIL REPRESENTATION**

Section 4.1. Representatives The Employer agrees to recognize three (3) employee representatives for the purpose of conducting Labor Council business as such business relates to this Agreement. The representatives shall be elected by the membership in an election to be held within ninety (90) days after the signing of this Agreement.

The Chairperson of the representatives shall be selected from the above-described representatives, by the representatives themselves. The Chairperson of the representatives is the highest-ranking official in the bargaining unit. The Chairperson may be permitted time off during the workweek without loss of pay or benefits to attend to Labor Council and Agreement matters within the Chairperson's capacity subject to the Employer's operational needs with prior approval of the Employer. During such service in this post, seniority accrual and all other benefits allowed a bargaining unit member as though the Chairperson were at all times performing job-related duties.

Section 4.2. Other Labor Council Time The Labor Council representative and/or designee(s) shall be granted time off to attend the annual state convention/seminars and union sponsored training. Such paid release time shall be limited to twenty-four (24) hours per calendar year. Such release time shall be requested in writing at least fourteen (14) days in advance. The Employer shall not withhold permission for the utilization of release time hereunder except for operational needs of the Employer. Such time may not be carried over to subsequent calendar years.

Employees bargaining during their regular scheduled working hours shall suffer no loss in pay, and employees bargaining during hours they are not regularly scheduled to work will not receive pay.

Section 4.3. Union Roster The Labor Council shall provide the Employer an official roster of its officers and representatives which is to be kept current at all times and shall include the following:

- A. Name
- B. Address
- C. Union office held

Section 4.4. Bulletin Boards The Employer shall provide bulletin board space for the use of the Labor Council. Labor Council officials shall be responsible for posting and/or approving the posting of notices thereon which employees may read when reporting to or leaving their workstations, or during their free time.

The Labor Council agrees that notices shall be Labor Council related and no notices will be placed on the bulletin board, which contain:

- A. Personal attacks upon any County employee;
- B. Scandalous, scurrilous or derogatory attacks upon the Administration;
- C. Attacks on any other employee organizations;
- D. Any obscene material;
- E. Political material.

Section 4.5. Ballot Box The Labor Council shall be permitted, upon prior written notification to the Sheriff, to place a ballot box at employee work buildings for the purpose of collecting members' ballots on all Labor Council issues subject to ballot. Such boxes shall be the property

of the Labor Council, the ballot boxes and the ballots shall not be subject to the Employer's review.

Section 4.6. Use Of Internal Mail System The Labor Council representatives shall be permitted to use the internal mail system (i.e., the system used for distribution of memos, etc.) and/or the internal e-mail system. The internal mail system and the e-mail may be used for providing other Labor Council members with information. The use shall be reasonable and limited to necessary Labor Council business. Mail placed into the internal mail system by the Labor Council Representatives shall not be subject to the Employer's review but email will continue to be monitored in accordance with the sheriff's current policy. The union and its members recognize and understand that there is no expectation of confidentiality when using the employer's e-mail system.

ARTICLE 5

PLEDGE AGAINST DISCRIMINATION AND COERCION

Section 5.1. Employer Pledge The Employer agrees not to interfere with the rights of employees to become members of the Labor Council. There shall be no disparate treatment, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Labor Council membership or because of any legal activity by an employee in an official capacity on behalf of the Labor Council.

Section 5.2. Labor Council Pledge The Labor Council agrees not to interfere with the rights of employees to not become members of the Labor Council. There shall be no disparate treatment, restraint, or coercion by the Labor Council or its representatives against any employee exercising the right to abstain from membership in the Labor Council or involvement in Labor Council activities.

Section 5.3. Gender All references to employees in this Agreement designate both sexes, and whenever either gender is used it shall be constructed to include male and female employees.

Section 5.4. Plurals Whenever the context so requires, the use of words in the singular shall be construed to include the plural, and words in the plural, the singular.

Section 5.5. Discrimination: Neither party will discriminate for or against any bargaining unit employee on the basis of age, sex, race, color, ancestry, religion, marital status, national origin, disability handicap, political affiliation, affiliation with or non-affiliation with the labor council.

Section 5.6. Certain Provisions Not Grievable Where there is an alleged violation of the provisions of this article that qualifies for appeal under the rules of the equal employment opportunity commission (EEOC) or the Ohio Civil Rights Commission (OCRC), such matter shall not be appealable through the grievance procedure contained in this agreement, but may be appealed by the aggrieved employee through the appropriate commission. However, the Employer, the employee and their representatives may meet in an effort to resolve the alleged violation prior to the appeal to any outside agency.

ARTICLE 6
MANAGEMENT RIGHTS

Section 6.1 Management Rights Nothing in this Agreement shall be construed as delegating to others the authority conferred by law upon the Employer. Except as specifically modified in this Agreement, the Employer's authority and responsibility includes, but is not limited to the following:

- A. Manage and direct its employees, including the right to select, hire, promote, retain, transfer, assign, schedule, evaluate, lay off and recall or to counsel, reprimand, suspend, demote, discharge, or otherwise discipline for just cause;
- B. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of service, its overall budget, utilization of technology, and organizational structure;
- C. Develop all rules, directives, and regulations and to otherwise exercise the prerogatives of management;
- D. Maintain and improve the efficiency and effectiveness of governmental operations;
- E. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- F. Determine work standards and the quality and quantity of work to be produced;
- G. Select and locate buildings and other facilities;
- H. Determine the necessity to schedule overtime and the amount of overtime required;
- I. Determine the adequacy of the work force;
- J. Determine the overall mission of the Employer as a unit of government and to take action to carry out the mission of the public employer as a governmental unit;
- K. Determine the starting time, quitting time, shift assignment and number of hours to be worked by its employees.

The Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of this collective bargaining agreement.

Section 6.2 Residual The Labor Council agrees that all of the functions, rights, powers, responsibilities, and authority of the Employer in regard to the operation of its work and business

and the direction of its work force which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are and shall remain, exclusively those of the Employer and shall not be subject to the grievance procedure.

ARTICLE 7

NO STRIKE OUT/ NO LOCK OUT

Section 7.1. No Strike The Employer and the Labor Council recognize their mutual responsibility to provide for the uninterrupted services to the citizens of Fairfield County. Therefore, the Labor Council agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, work slowdown, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment by its members or other employees of the Employer. When the Employer notifies the Labor Council that any of its members are engaged in any such strike activity, as outlined above, the Labor Council shall immediately, conspicuously post notice over the signature of an authorized representative of the Labor Council to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work. The Labor Council recognizes that employees who violate this section may be subject to disciplinary action.

Section 7.2. No Lockout The Employer may not, during the life of this Agreement lockout any department personnel, or, for the purposes of influencing negotiations, in any other regard prevent said Sheriff's personnel from carrying out their scheduled and assigned tasks.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 8.1. Grievance Defined, Jurisdiction The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement or those matters which are controlled by the provisions of applicable laws. (A probationary bargaining unit employee may appeal a non-disciplinary grievance up to step 3 of the grievance procedure.)

A grievance may be brought by the Labor Council or any employee covered by this Agreement. Where a group of employees desire to file a grievance involving an incident affecting several employees in the same or similar manner, the Labor Council or one employee selected by the group may process the grievance. Such a grievance shall be designated as a group grievance. The names of each employee, on behalf of which the grievance is filed, shall be provided no later than Step 2 of this procedure.

Grievances involving lost pay discipline (reduction, suspension without pay, or discharge) shall be initiated at Step 3 of the grievance procedure. Grievances involving discipline that does not involve loss of pay (reprimands, etc.) may be appealed to Step 3 but shall not be subject to arbitration.

Section 8.2. Withdrawal Of Grievances, Extensions All grievances must be presented at the proper step and time in progression, in order to be considered at the next step. The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Employer's representatives within the stipulated time limits may be advanced by the employee or Labor Council to the next step in the grievance procedure. Time limits set forth herein may only be extended by mutual written agreement. Nothing herein prevents the parties from agreeing to waive any steps in the grievance procedure.

Section 8.3. Written Procedure All grievances must contain the following information to be considered:

- A. Aggrieved employee's name and signature;
- B. Date grievance was first discussed;
- C. Name of supervisor with whom grievance was discussed;
- D. Date grievance was filed in writing;
- E. Date and time grievance occurred;
- F. Description of incident giving rise to the grievance;
- G. Articles and Sections of the Agreement violated; and
- H. Desired remedy to resolve grievance.

Section 8.4. Grievance Steps, Time Limits A grievance must be submitted to the grievance procedure within ten (10) calendar days after an employee knows or should have known the facts giving rise to the grievance, otherwise it will be considered not to have existed.

The Following are the implementation steps and procedures for handling grievances:

Step 1 Oral Grievance. Within the time limits set forth above, an employee who has a grievance shall present it orally to the employee's supervisor. The grievance should not be reduced to writing at this step. The supervisor and the employee shall discuss the grievance and shall make an effort to settle the grievance at this step.

Step 2 Immediate Supervisor If the grievance is not settled at Step 1, then the employee shall reduce the grievance to writing and present it to the employee's immediate supervisor within seven (7) days of the time it was discussed with the supervisor at Step 1. It shall be the responsibility of the supervisor to investigate the matter and to provide a written response to the employee within seven (7) calendar days following the day on which the grievance was submitted to the supervisor.

Step 3 **Division Commander** If the grievance is not settled at Step 2, the employee shall submit the grievance to the Division Commander or the Division Commander's designee within five (5) calendar days of receipt of the Step 2 response. The Division Commander or the Division Commander's designee shall investigate the matter and provide a written response to the employee within ten (10) calendar days following the date on which the grievance was submitted to the Division Commander. The Division Commander's investigation may include a meeting with the grievant.

Step 4 **Sheriff** If the grievance is not resolved at Step 3, the employee shall submit the grievance to the Sheriff or the Sheriff's designee within five (5) calendar days of receipt of the Step 3 response. The Sheriff or the Sheriff's designee shall meet the employee, and a designated representative of the Labor Council if the employee desires, within fourteen (14) calendar days of submission of the grievance at Step 4 to discuss the grievance. The Sheriff or the Sheriff's designee shall provide a written answer to the employee within seven (7) calendar days of the meeting.

Step 5 **Arbitration** A grievance unresolved at Step 4 may be submitted to arbitration upon notification by the Labor Council in accordance with this Article.

Section 8.5. Procedures In Arbitration The Labor Council, based upon the facts presented, has the right to decide whether to arbitrate a grievance within twenty-one (21) calendar days from the date of the final answer at Step 4. The Labor Council may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due to the arbitrator shall be paid by the party (or parties) canceling the arbitration. Any grievance not submitted within the twenty-one (21) calendar day period described above shall be deemed settled on the basis of the last answer given by the Employer's representative(s). The parties may mutually agree to utilize the mediation process to settle a grievance while waiting for an arbitration date.

- A. The Federal Mediation and Conciliation Service shall be jointly requested to submit a panel list of seven (7) arbitrators from the FMCS. The parties shall alternately strike the names of the arbitrators until only one name remains. Each party may reject the entire list only once and request from FMCS another list of seven (7) arbitrators until a mutually agreeable arbitrator is selected. The parties may at any time mutually agree to an alternate arbitration service or method of selection of an arbitrator. The arbitrator's decisions shall strictly be limited to the interpretation, application, or enforcement of specific articles in this Agreement. The Arbitrator may not modify, add to, subtract from, alter, or amend the terms of this Agreement. The Arbitrator shall be expressly confined to the issues submitted for arbitration and shall have no authority to determine any other issues not submitted.

- B. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

- C. Arbitration proceedings shall be conducted under the voluntary labor arbitration rules of the Federal Mediation and Conciliation Service, except as modified by the provisions of this Agreement. The Arbitrator shall conduct a fair and impartial hearing concerning the grievance, hearing testimony from both parties which may be recorded. The Arbitrator shall hear only one grievance at a time unless both parties agree to consolidate two (2) or more grievances. After a dispute on which the Arbitrator is empowered to rule hereunder has been referred to the Arbitrator, such dispute may be withdrawn by either party.
- D. The decision of the Arbitrator in all matters shall be final and binding. The Arbitrator shall be requested to issue the decision within thirty (30) days after the record is closed.
- E. The costs of the services of the Arbitrator, the costs of any proofs produced at the direction of the Arbitrator, and the hearing room, if any, shall be borne equally by the Employer and the Labor Council. The expenses of any non-employee witness shall be borne, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

Section 8.6. Self Representation When an employee covered by this Agreement chooses to forego Labor Council representation in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate Labor Council Representative will be notified of the Labor Council Representative's right to be present at the adjustment.

Section 8.7. Time For Grievance Representation A grievant and the grievant's grievance representative shall be allowed time off from regular duties for attendance at meetings scheduled during their work hours under the grievance procedure, with prior approval of the respective supervisor. Employees attending meetings in accordance with this section shall not lose pay or benefits.

Section 8.8. Representatives in Meetings In the interest of resolving grievances at the earliest possible step of the grievance procedure, it may be beneficial that other representatives not specifically designated be in attendance. Therefore, it is intended that either party may bring in additional representatives to any meeting in the grievance procedure providing said person(s) have input that may be beneficial in attempting to bring resolution to the grievance.

Section 8.9. Access to Documents/Material All documents and other materials on which the Employer relies as the basis for action taken that gave rise to the grievance shall, upon written request, be furnished to the Labor Council. The Labor Council will reciprocate in kind with any materials or documents upon which it relies as the basis for its position on the grievance.

Section 8.10. Grievance Form The Labor Council shall use a grievance form, which shall provide the information, outlined in Section 3 of this Article. The Labor Council shall have the responsibility for the duplication, distribution and accounting of the grievance forms.

ARTICLE 9
PERSONNEL FILES

Section 9.1. Inspection of Files/Copies The Employer shall maintain a log-in/log-out sheet to establish a record of persons reviewing the personnel files. Each employee may inspect that employee's own personnel file maintained by the Employer at any reasonable time, and shall, upon request, receive a copy of any documents contained therein. The Employer may levy a charge for such copying, which shall bear a reasonable relationship to the actual cost of copying. An employee shall be entitled to have a representative of the employee's choice accompany the employee during such review. The employee shall receive a copy of any performance evaluation in its final form after the employee signs it.

If a member of the public makes a public records request for an employee's personnel file, the Employer shall notify the employee that such a request has been made and identify the requestor. The employee may request a meeting to review the personnel file prior to release to the member of the public. The employee may present reasons to the Employer, if applicable, concerning reasons why certain documents should not be released. The parties agree that, absent extenuating circumstances, the Employer shall not be obligated to delay its reply to the requesting party more than twenty-four (24) hours after it notifies the employee of the request. Only information required by law to be disclosed shall be disclosed in response to a public request.

Section 9.2. Right To Respond If an unfavorable statement or notation is in the file, the employee shall be given the right to place a statement of rebuttal or explanation in the employee's file. If the Sheriff concurs with the employee's contentions, the Sheriff shall place a correcting document in the file. If the Sheriff disagrees with the employee's contention, the Sheriff shall attach the employee's memorandum to the document in the file and note thereon that the Sheriff disagrees with the memorandum's contents. An employee's signature on a document shall mean the employee has seen the document and not that the employee agrees with its content unless it is so stated on the document. No anonymous material of any type shall be included in the employee's personnel file and no community feedback forms shall be maintained in an employee's file if the employee notifies the employer that they do not want them kept in the personnel file.

Section 9.3. Duration of Discipline Records Records pertaining to counseling shall not be placed in an employee's file. Records of discipline shall be handled as follows:

- Records of oral reprimands shall cease to have force and effect twelve (12) months from the date of issuance, providing no intervening discipline has occurred.
- Written reprimands shall cease to have force and effect twenty-four (24) months from the date of issuance, provided no intervening discipline has occurred.
- Records of suspension shall cease to have force and effect thirty-six (36) months from the date of issuance, and shall not be used in future discipline providing no intervening discipline has occurred.
- In any case in which a disciplinary action of record is rescinded, the employee's personnel file shall clearly reflect such action. Upon request of the member, outdated

records shall be removed from the member's personnel file and stored in a separate area to await disposition by the proper method as provided for in the Ohio Revised Code.

Section 9.4. Release of Personnel Records No personal family information will be released to anyone except as may be required by a court or by law.

ARTICLE 10 **WORK RULES – GENERAL ORDERS**

Section 10.1 Uniformity The Employer agrees that all work rules, directives and general orders shall be applied uniformly within the group or groups of employees to whom such work rules, directives and general orders are directed.

Section 10.2 Modification to Work Rules The Employer will provide the bargaining unit members with copies of any revised or new work rules and directives in advance of their intended effective dates. Any additions or amendments to work rules, directives, or general orders shall be reduced to writing, provided to and signed by all employees to acknowledge awareness of the addition or amendment within five (5) working days of the posting. An employee on leave of absence, sick leave, or vacation shall be required to sign the acknowledgement within three (3) working days upon return to work. This section does not limit the right of the Employer to implement a work rule prior to the conclusion of the acknowledgement period.

Section 10.3 Health and Safety The Employer agrees to avoid unsafe practices and to maintain in safe condition all facilities, necessary tools and equipment furnished by the county to safely carry out the duties of each bargaining unit position, but reserves the right to determine what those facilities and equipment shall be. The employees agree to work cooperatively in maintaining safety in the Fairfield County Sheriff's Office. Employees are responsible for reporting any unsafe conditions or practices, for avoiding negligence, and for properly using and caring for facilities, supplies, and equipment provided by the Employer. Any allegation of an unsafe practice may be appealed through the grievance procedure up to Step 4.

ARTICLE 11 **INTERNAL REVIEW/DISCIPLINE**

Section 11.1. Internal Review When the Employer conducts an investigation concerning an employee and the Employer believes that disciplinary action of record (reprimand of record, suspension, reduction, or removal) will or may result, the employee will be notified that such result is possible. When a citizen desires to file a formal complaint, the employer will request that the complaint be put in writing or tape recorded. If the citizen declines, then the Employer will make a written record of the complaint.

- A. Before an employee may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, the employee shall be advised that such conduct, if continued, may be the basis for such a charge.

- B. If an employee desires, the employee shall be given a reasonable opportunity to consult with a union representative before being required to answer questions. During all questioning the employee may, upon request, be accompanied by a union representative.
- C. Before being required to answer questions or make written statements in an investigation, employees shall be advised of their legal rights.
- D. Prior to questioning, the Employer shall notify employees if they are being questioned as a witness or a subject of the investigation. If the employee is the focus of the investigation, the employee will be apprised of the nature of the allegations prior to questioning. This provision does not prohibit the Employer from amending or adding to the allegations during the investigation if the circumstances warrant. Generally, interviews will be limited to the allegations conveyed to the employee.
- E. If during the interview of the employee witness, the investigator has reason to believe the employee witness has become the focus of the investigation or another investigation, the investigator shall notify the employee witness of such belief. The investigator shall inform the employee of the employee's rights under this agreement.
- F. If, during the interview, the employee witness has reason to believe that the employee witness has become the focus of an investigation for which discipline or criminal charges may result, the employee witness may invoke the employee's rights under this Article.
- G. Any interrogation, questions, or interviewing of an employee will be conducted at hours reasonably related to the employee's shift, preferably during, or immediately prior to or after the employee's working hours, unless the situation dictates otherwise. Interrogation sessions shall be for reasonable periods of time, and employees shall be allowed time during such questioning for rest periods and attendance to other physical necessities.
- H. When an anonymous complaint is made against an employee, the Sheriff or designee may investigate, and if there is no corroborative evidence, the complaint shall be classified as unfounded and no action will be taken. If false complaints are alleged to have been made against a member of the bargaining unit, that member will be provided, upon request to the employer, all information the employer obtains regarding the complaint and the subsequent investigation. No unfounded complaints shall be placed in an employee's personnel file.
- I. An employee who had been under investigation shall be informed, in writing, of the outcome of the case at the conclusion of the investigation. All investigations shall be completed within a reasonable time after commencement of a formal investigation.
- J. The Employer shall attempt to complete investigations that do not involve the possibility of criminal charges within ninety (90) days of commencing in the investigation. If the investigation not completed within ninety (90) days, the Employer shall notify the employee of the status of the investigation and the anticipated completion date. The

Employer shall notify the employee of the outcome of the investigation upon its conclusion.

Any employee who has been under investigation and after being informed of the investigation may, not less than twenty-eight (28) days after notification, forward a written inquiry to the Chief Deputy as to the status of the investigation. In response to the member's inquiry, the employee shall be advised of the status of the investigation and if known, the estimated time necessary to complete the investigation.

- K. The Employer may use a polygraph machine to investigate the truth of statements made by members only if they are the primary focus of an investigation, a known witness to an incident under investigation, or at the employee's written request directly to the Sheriff. The member shall be entitled to an FOP representative at all stages of the polygraph interview and examination process. No disciplinary action shall be taken by the Employer based solely on the results of such tests.

Section 11.2. Discipline The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. Disciplinary action may be taken in the following manner: verbal reprimand, written reprimand, loss of accrued time, suspension, termination, or other appropriate agreed to discipline. However, counseling by a supervisor for minor infractions shall not be considered discipline. Discipline will be applied in a progressive and uniformed manner. Progressive discipline shall take into account the nature of the violation, the employee's work record, prior discipline, and the employee's record of performance. Disciplinary penalties shall be commensurate with the severity of the offense.

Disciplinary action shall be taken in a private, business-like manner. The Sheriff agrees to refrain from initiating any contact with the media concerning a disciplinary matter until after the employee has been notified of the Sheriff's decision.

Section 11.3. Pre-disciplinary Conference-Procedure Whenever the Employer (or designee) determines that an employee may be disciplined for cause, including only loss of accrued time, suspension, or termination, the Employer (or designee) will notify the employee, in writing, that the employee is entitled to a pre-disciplinary conference.

- A. The pre-disciplinary conference will be scheduled no earlier than twenty-four (24) hours after the time the employee is notified of the conference and of the charges against the employee. The employee may have one (1) local representative and/or one (1) Labor Council Employee present for the pre-disciplinary conference. The employee is responsible for notifying the representative(s). At least twenty-four (24) hours prior to the pre-disciplinary conference, the Employer shall provide to the employee a copy of the investigation, complaint and witness statements.
- B. At the pre-disciplinary conference the employee may elect to do any of the following:
 - 1. Appear at the conference and present an oral or written statement;

2. Appear at the conference and have a representative present an oral or written statement;
3. Have a representative appear at the conference and present an oral or written statement in place of an employee, who is physically unable to appear at the conference; or
4. Elect to waive the opportunity to have a pre-disciplinary conference.

An employee who, without notice, fails to appear or fails to cause a representative to appear at a pre-disciplinary conference shall be considered to have waived the conference. The neutral supervisor shall prepare a written report on the conference, and the employee shall be given a copy of the report.

An employee who is charged with violating the rules of conduct shall be given access to the documents pertinent to the case.

- C. After the pre-disciplinary conference, the employee shall be notified in writing of the disciplinary action and effective date of such disciplinary action. The employee may file a written appeal of discipline in accordance with the grievance and arbitration procedures set forth in Article 8 of this Agreement.
- D. When the Employer determines that the offense is of such a nature that immediate action is required, the Employer is not prohibited by the terms of this Article from placing an employee on administrative leave with pay pending investigation and/or pre-disciplinary conference.
- E. In lieu of a suspension without pay of ten (10) days or less, an employee may request to forfeit accrued leave (except sick leave) on an hour for hour basis. At the Sheriff's discretion the parties may agree to a forfeiture of such leave. If the employee is represented by a union associate, the employer shall initiate any such discussions for such forfeiture through the union associate. If the employee chose not to use a union representative, the employer will forward the final disposition of any such discipline to the union representative. It shall constitute corrective action of record. Such forfeiture shall be noted in the employee's personnel file and shall constitute the final resolution of the Employer's charges.

ARTICLE 12 **SENIORITY**

Section 12.1. Seniority Seniority is the right of an employee to exercise options established by the terms and conditions of this Agreement that specifically reference seniority.

Section 12.2. Computation of Seniority Seniority shall be computed on the basis of uninterrupted length of fulltime continuous service, as a dispatcher, with the Employer. Employees with the same date of initial compensation from the Employer shall use the last four

(4) digits of their social security number as a tie breaker, the highest number being first, etc. Except for bargaining unit members that are laid off and recalled during the recall period set forth in Article 13, Any break in service of employment lasting more than thirty (30) days shall 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 12.3. Posting Seniority lists shall be posted in the Sheriff's Office with a copy provided to the Labor Council. The seniority lists shall be updated semi-annually (1st week in May and the 1st week in November) and posted accordingly.

Section 12.4. List, Challenges Seniority lists shall illustrate the name of the employee and the employee's last date of hire with the Fairfield County Sheriff's Office. Any employee shall have the right to challenge any information on the seniority list within ten (10) calendar days after the employee knows or should have known of an alleged error. Failure to challenge the information within ten (10) calendar days shall be deemed a waiver to challenge by the Employer and the Labor Council.

ARTICLE 13 **LAYOFF AND RECALL**

Section 13.1. Reasons For Layoff The Employer may lay off employees in the bargaining unit for reasons of lack of work, lack of funds, or job abolishment. The Employer shall have the burden of establishing the need for a layoff. It is understood and agreed that no provisions of Civil Service Law or Rules shall apply to layoffs.

Section 13.2. Notification The Employer shall notify and meet with the Labor Council no less than thirty (30) calendar days prior to any impending abolishment or layoff of personnel to discuss alternatives and/or establish the displacement orders. The layoff list and displacement order shall be posted on Office bulletin boards (including Labor Council bulletin board) twenty-one (21) calendar days prior to the effective date of the abolishment or layoff.

Section 13.3. Layoff When it becomes necessary to reduce the number of Bargaining Unit employees in the employ of the Employer, such reduction shall be initially by classification in accordance with each employee's classification seniority within the Sheriff's Office.

The order of layoff shall be as follows:

- A. Temporary, part-time, seasonal or intermittent;
- B. Employees serving an initial probationary period;
- C. Full-time employees who have completed their probationary periods.

Layoffs of non-probationary bargaining unit employees shall be in the inverse order of seniority.

Section 13.4. Recall Recalls after layoff shall be in inverse order of layoff by classification from which the employee was laid off. However, any member that takes a

voluntary layoff shall be the last recalled. Laid off employees shall maintain recall rights for a period of one (1) year. Any employee who refuses a recall to a position shall be removed from the recall list.

Section 13.5. Recall Notice Notice of recall shall be sent to the employee by certified mail with a copy to the Fraternal Order of Police, Ohio Labor Council, Inc. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, and return receipt requested to the last mailing address provided by the employee. It is the responsibility of the employee to provide the Employer with a written notice of any change of address and/or telephone number during the employee's period of layoff.

Section 13.6. Reporting An employee recalled from a layoff shall have seven (7) calendar days following the receipt or attempted delivery of the recall notice in which to notify the Employer of his/her intent to report for duty and shall have fourteen (14) days to report, unless a later date for returning to work is otherwise specified in the notice or agreed to with the Employer. The time limits provided in this section may be extended by the Employer if circumstances beyond the control of the employee prevented timely response by the employee to the recall notice.

ARTICLE 14 PROBATIONARY PERIODS

Section 14.1. Length Of Probationary Period All newly hired Bargaining Unit employees shall serve a probationary period of one (1) year. Probationary time shall be all time in paid status except sick leave or unpaid leave in excess of forty (40) hours.

Employees newly promoted to lead dispatcher shall serve a promotional probationary period of six (6) months.

Employees serving their probationary period may be disciplined or terminated without recourse to the grievance procedure set forth in this Agreement or to the State Personnel Board of Review.

Employees who do not successfully complete their promotional probation period shall be returned to their previous position.

Section 14.2. Extension of Probationary Period An employee's new hire probationary period may be extended by mutual agreement of the employee, Labor Council and Employer.

ARTICLE 15 LABOR/MANAGEMENT MEETINGS

Section 15.1. Meetings In the interest of sound labor/management relations, unless mutually agreed otherwise, one each quarter on a mutually agreeable day and time, the Employer or the Employer's designee shall meet with not more than three (3) representatives of the Labor Council to discuss pending problems and to promote a more harmonious labor/management relationship. Labor Council representatives attending labor/management meetings shall not, if

the meetings are held during their normal duty hours, suffer any loss of pay for the time spent in such meetings.

Section 15.2. Notification The party requesting the meeting shall furnish an agenda at least five (5) working days in advanced of the scheduled meetings with a list of the matters to be taken up in the meeting. The names of those Labor Council representatives who will be attending shall be submitted in advance. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the Labor Council of changes made by the Employer which affect bargaining unit members of the Labor Council;
- C. Discuss grievances which have been processed beyond step three of the grievance procedure.
- D. Disseminate general information of interest to the parties;
- E. Discuss way to increase productivity and improve efficiency;
- F. Consider and discuss health and safety matters relating to employees;
- G. Provide an opportunity to the Labor Council to share the views of its membership and/or make suggestions on subjects of interest to its membership.

Section 15.3. Additional Meetings It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

ARTICLE 16 **TRAINING AND EDUCATION**

Section 16.1 Certification If accreditation, licensure, or certification requirements of a classification require continuing education or training, or if said requirements change during the term of this Agreement, the bargaining unit member thus affected must meet all such requirements as soon as possible, consistent with applicable law. If the employee does not meet the requirements of that classification after the required training the employee may be temporarily removed from that classification. If the employee fails to meet the requirements after additional attempts, the employee may be suspended without pay, or terminated at the discretion of the Employer.

Section 16.2 Training Whenever employees are required to attend work-related training sessions, they shall be given time off from work with pay to attend such programs, including any necessary travel time needed. Any reasonable costs incurred in such training shall be paid by the Employer, provided that they have been approved in advance.

Section 16.3 Mileage The Sheriff will continue to pay all costs of the training course, meals and mileage in accordance with the Fairfield County Sheriff's directives.

ARTICLE 17
ALCOHOL & DRUG TESTING

Section 17.1 Testing Drug/alcohol testing may be conducted on employees, post-incident, reasonable suspicion, or randomly. Random testing may test up to twenty-five percent (25%) of the work force once a year unless there is already reasonable suspicion.

Reasonable suspicion that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not limited to:

- A. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;
- B. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;
- C. Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use or trafficking;
- D. Information provided either by reliable and credible sources or independently corroborated;
- E. Evidence that an employee has tampered with a previous drug test; and
- F. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

A bargaining unit employee may of their own volition, even if not ordered to do so, undergo a drug and/or alcohol screening test if the employee is involved in an on-duty incident or accident involving bodily injury, extensive property damage, or death. Testing done under these circumstances will be treated in the same manner as if the employee had been ordered to undergo screening.

Section 17.2 Screening All drug screening tests shall be conducted by medical laboratories certified by the Department of Health and Human Services or certified by a DHHS recognized certification program. No test shall be considered positive until it has been confirmed by a Gas Chromatography/Mass Spectrometry full scan test or its equivalent. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article. The split sample method of collection shall be used and shall follow prescribed testing procedures. Collection of samples for all random testing shall take place in a facility operated by the Sheriff's Office.

Section 17.3 Alcohol Testing Alcohol testing shall be done in the same manner as is used to detect drivers operating a motor vehicle under the influence. A positive result of a blood alcohol concentration of .03% or above shall entitle the Employer to proceed with sanctions as set forth

in this Article.

Section 17.4 Test Results

- A. The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. Refusal to submit to the testing provided for under this Article may be grounds for discipline.
- B. The Employer may suspend the employee without loss of pay before the time the confirmatory test results are complete. If the screening test and confirmatory test are positive, the Employer may discipline the employee. The use of illicit substances, on or off duty, will ordinarily result in termination. The improper use of prescription drugs and/or alcohol may result in a lesser discipline, depending upon the relevant circumstances. Such discipline must be uniform in its application.

Section 17.5 Retesting Procedure

- A. If a drug screening test is positive, the employee may, upon written request have the split sample retested by a DHHS certified laboratory. This request shall be presented within seventy-two (72) hours upon being notified of a positive result.
- B. In the event the retested split sample confirms the results of the first test, the Employer may proceed with the sanctions as set forth in this Article.
- C. In the event that the retested split sample contradicts the result of the first test, the retested split sample result is determined to be the final result.

Section 17.6 Laboratory The name of the testing laboratory shall be maintained by the Employer. This laboratory shall conduct any testing directed by the Employer.

Section 17.7 Employee Sanctions If the testing required above has produced a positive result, the Employer may take disciplinary action and/or require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, compensatory days, vacation leave, and personal leave days for a period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee may be returned to their former position. Such employee may be subject to periodic retesting upon return to the employee's position for a period of one (1) year from the date of return to work. Any employee in a rehabilitation or detoxification program, in accordance with this Article, will not lose any seniority or benefits should it be necessary for the employee to be

placed on medical leave of absence without pay for a period not to exceed ninety (90) days.

Section 17.8 Failure to Comply If the employee refuses to undergo rehabilitation or detoxification, or if the employee tests positive during a retesting within one (1) year after return to work from such a program, the employee shall be subject to disciplinary action up to and including termination of employment.

Section 17.9 Cost of Tests Costs of all drug screening tests and confirmatory tests shall be borne by the Employer.

Section 17.10 Records of Results All test results and actions taken under or pursuant to this Article shall be kept confidential in accordance with and subject to state and federal law.

ARTICLE 18 **HOURS OF WORK AND OVERTIME**

Section 18.1 Purpose This article is intended to define the normal hours of work per day or per week and the basis for computing overtime.

Section 18.2 Work Period Hours of work for full-time employees shall be forty (40) hours in a seven (7) day period. Employees shall have a work week consisting of five (5) consecutive eight (8) hour days, followed by two (2) days off. Except for emergencies, employees shall have at least thirty (30) minutes of uninterrupted lunch time.

Section 18.3 Overtime When an employee is required to work in excess of forty (40) hours in a seven (7) day work period, they shall be paid overtime pay for such time over forty (40) hours at the rate of one and one-half (1 ½) times their regular hourly rate of pay. Compensation shall not be paid more than once for the same hours under any provision of this article of Agreement.

- A. For purpose of determining an employee's eligibility for overtime, all hours in paid status except sick leave shall be counted. Bereavement leave taken under Article 23 shall be counted as paid status.
- B. Employees shall not begin work prior to their normal scheduled starting time nor work beyond their normal scheduled quitting time unless overtime has been approved by the Employer.

Section 18.4 Compensatory Time Employees may choose to take compensatory time in lieu of overtime if such choice is indicated during the tour of duty in which the overtime is worked. Compensatory time shall be credited to the employee and accumulated at the rate of one and one-half (1½) hours for each overtime hour worked. Each employee's compensatory time bank shall be limited in accumulation to a maximum of eighty (80) hours per calendar year. Overtime beyond the eighty (80) hours compensatory time bank will be paid. Employees may request to cash out up to sixty-four (64) hours of accumulated compensatory time, no later than December 15th each year, to be paid, in eight (8) hour blocks payable no later than January 15th of each year.

Compensatory time may be taken by an employee in one (1) hour increments upon approval of the employee's supervisor, provided that the employee's absence does not create an undue hardship on the operations of the Employer.

An employee who quits or retires will be paid for all of the employee's unused compensatory time to the employee's credit at the final rate of pay. The spouse, beneficiary, or executor of the estate, as applicable, shall receive any payment due in the event of the death of an employee.

Section 18.5 Time Change In the shifts affected by changes to/from Daylight Savings Time where the workday is shortened as a result of the change, no employee will be docked. Where the workday is lengthened due to the time change, that hour will not be compensated.

Section 18.6 Exchange of Days Off Where an employee requests to work a day off in exchange for a day to be scheduled off, the employee's pay status shall not be affected. When employees exchange shifts with the approval of the Employer (or designee), the pay status of neither is effected, except that an employee who works an exchange and is required to work overtime shall receive the overtime. Shift exchanges must all be done in the same pay period.

Section 18.7 Stand-By Any employee who, while on stand-by status, is required to remain on the Employer's premises, or at the employee's home or other specific location to await a call when needed, is considered as being unable to use the time effectively for the employee's own purposes, and shall be considered to be working during the entire time the employee is on stand-by.

Section 18.8 Distribution of Overtime Whenever the Employer determines to offer overtime to bargaining unit employees, the Employer shall make a reasonable effort to equally distribute offerings of overtime among available bargaining unit employees within the same job classification and work section. In the event the work involved requires special skills, employees possessing such skills may be assigned to work the overtime. Overtime will be offered in the following manner:

- A. The Employer shall post a notice of overtime opportunities known by the Employer as soon as possible. Bargaining unit employees shall have the first opportunity for overtime posted. If overtime has been posted for seventy-two (72) hours and no bargaining unit dispatcher has signed up for the overtime opportunity, then the overtime shall be offered to deputies that are radio certified. If no one has signed up for the overtime opportunity, then the employer will mandate bargaining unit employees to fill the vacancy. Whenever possible, the Employer will notify the employee being mandated at least normally twenty-four (24) hours before the start of the shift which requires the overtime. Normally, to fill such a vacancy, the employer will hold over a dispatcher scheduled to work the prior shift (for four (4) hours) and order an employee scheduled to work the succeeding shift to start four (4) hours early. Employees may sign up for these overtime opportunities. Such overtime shall be worked by the most senior employee who signs up for the overtime.

- B. Short notice overtime (less than twenty-four (24) hours notice) shall be offered to on duty personnel from the most senior to the least senior. The Employer shall attempt to schedule mandated overtime on a rotating basis between bargaining unit members based on inverse seniority. To fill such a vacancy, the Employer will hold over a dispatcher scheduled to work the prior shift (for four (4) hours) and order an employee scheduled to work the succeeding shift to start four (4) hours early. However, no employee shall be mandated two (2) consecutive calendar days in a row.
- C. Nothing in this section shall be construed as prohibiting the Employer from requiring employees to work overtime when necessary. This Section shall not apply when the overtime to be worked requires special skills or assignments.
- D. Any mistakes in the application of this section shall be remedied by offering the effected employees the next overtime opportunity(ies) equivalent to the hours of overtime missed.

Section 18.9 Schedule/shift Selection Effective no later than November 15th of each year, non-probationary employees may submit their request for shift preference on an annual basis. The Sheriff or designee shall consider those requests and shall attempt to accommodate the request when operationally feasible. New shifts and days off schedule based on employee annual bids shall take effect in the first full pay period in January. Within the shift, bargaining unit employees shall be permitted to bid on days off based on seniority.

**ARTICLE 19
COMPENSATION**

Section 19.1 Wage Rates

Hourly wages shall become effective for members in this bargaining unit on the dates specified:

		December 16, 2012 (2%)	December 16, 2013 (2%)
STEP	Years of Completed Service	Hourly rate	Hourly Rate
1	Hire	16.82	17.16
2	1 Year	17.33	17.68
3	3 Years	17.85	18.21
4	5 Years	18.38	18.75
5	7 Years	18.92	19.30
6	9 Years+	19.48	19.87

Section 19.2 Lead Dispatcher/Training Dispatcher Any employee in the classification of Dispatcher appointed by the Employer as or training dispatcher to act in the place of a shall receive an additional one dollar (\$1.00) per hour for all hours worked in such position.

Dispatcher-In-Charge (supervisor) for two (2) or more hours of a shift shall receive an additional one dollar (\$1.00) per hour for all hours worked in such position.

Section 19.3 TAC Dispatcher/Assistant TAC Dispatcher The TAC dispatcher shall be paid an additional seventy-five cents (\$.75) per hour for all hours worked in such position.

The assistant TAC dispatcher shall be paid an additional fifty cents (\$.50) per hour for all hours worked in such position.

Section 19.4 Call in/Court Time An Employee prescheduled for overtime or called in or scheduled for court outside the employee's regularly scheduled shift, which time does not abut the employee's regularly scheduled shift, shall be paid for all time actually worked, but in no event will the amount be less than three (3) hours' pay at the appropriate rate of pay.

Any employee called in to rectify the employee's own error shall be credited with the actual time worked at the employee's regular rate of pay and not with the minimum premium herein stated.

Section 19.5. Longevity Pay: Employees with ten (10) total years of service with the Employer shall receive thirty-five (\$35.00) for each year of service.

Section 19.6 Uniforms Newly hired dispatchers shall receive uniforms after they have completed their training period. Each dispatcher shall be provided with five (5) sets of uniforms. The Employer shall replace worn or damaged uniform items upon presentation of the old item. Each dispatcher shall be paid three hundred dollars (\$300) paid in a separate check no later than February 16th of each year. This cash payment shall compensate employees for miscellaneous work related items and dry cleaning.

Section 19.7 PERS Pick-Up The Employer shall make a "designated PERS pick-up" of each employee's statutory-required contribution to the Public Employees Retirement System of Ohio (PERS) so as to permit the treating of an employee's contribution to PERS as a deferred annuity for personal income tax purposes. The implementation of the "designated pick-up" shall not result in either an increase or decrease to an employee's gross income.

ARTICLE 20 VACATION

Section 20.1 Accrual The amount of vacation time to which an employee is entitled is based upon the length of service with the Employer, and is as follows:

Length of Service	Vacation Hours	Credited bi-weekly
Less than one (1) year	0 (zero)	
One (1) year but less than eight (8) years	80 (eighty)	3.1 hours per pay
Eight (8) years but less than fifteen (15) years	120 (one hundred twenty)	4.6 hours per pay
Fifteen (15) years but less than twenty-two (22) years	160 (one hundred sixty)	6.2 hours per pay
Twenty-two (22) years or more	200 (two hundred)	7.7 hours per pay

Section 20.2 Schedule The Employer shall post a vacation calendar in The Dispatch Center no later than December 1st of each calendar year. Prior to January 1 of each calendar year, employees shall mark and sign for the dates for that year on which they prefer to use their accumulated vacation. Vacation leave in excess of forty (40) hours vacation leave may be taken in one (1) hour increments. Requests must be submitted on the unit calendar. Such requests shall be honored on the basis of the employee's seniority with the Employer, subject to the following limitations and exceptions:

- A. An employee may request no more than two (2) weeks' vacation for the calendar year prior to the January 1 closing date. After January 1, an employee may request to schedule the employee's remaining accrued vacation. However, time off requests will not be granted if the employee will not have sufficient accrual of time at the time of the leave.
- B. Vacation and other time off requests for less than one full workweek (excluding weeks, which include holidays) are honored solely on the basis of order of application. When an employee submits a time off request to the Employer, action shall be taken and the time off request slip shall be returned to the employee within three (3) working days.
- C. Vacations are scheduled and approved in accordance with the workload requirements and approval of the employer. Only one person per each shift per each day may be permitted to have time off. Such approval shall not be unreasonably denied.

Section 20.3 General Generally, vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. Employees may carry over accumulated vacation leave for up to three (3) years beyond the date of accrual. Days specified as holidays in the Holiday Article of this Agreement shall not be charged to an employee's vacation leave.

Section 20.4 Conversion At Separation An employee is entitled to compensation, at the employee's current rate of pay, for any earned but unused vacation leave at the time of separation of employment.

Section 20.5 Hospitalization During Vacation An employee hospitalized while on vacation shall, upon request and upon submission of sufficient evidence of the hospitalization, be entitled

to change the employee's vacation status to sick leave for all days hospitalized and any subsequent days necessary for recovery. Upon submission of the request with evidence, any vacation charged to the employee for the duration of the illness shall be restored to the employee's credit.

ARTICLE 21
HOLIDAYS AND PERSONAL DAYS

Section 21.1. Holidays Employees shall be entitled to the following paid holidays:

- | | |
|---------------------------|--|
| A. New Years' Day | (1 st day of January) |
| B. Martin Luther King Day | (3 rd Monday of January) |
| C. President's Day | (3 rd Monday of February) |
| D. Memorial Day | (Last Monday in May) |
| E. Independence Day | (4 th Day of July) |
| F. Labor Day | (1 st Monday of September) |
| G. Columbus Day | (2 nd Monday in October) |
| H. Veterans Day | (11 th Day of November) |
| I. Thanksgiving Day | (4 th Thursday of November) |
| J. Christmas Day | (25 th Day of December) |

Section 21.2. Rates of Pay All employees shall receive eight (8) hours straight time pay at their regular rate for holidays listed in Section 21.1 above. Employees normally not scheduled on the holiday will receive the holiday off, plus their holiday pay. Employees who work on a holiday shall receive holiday pay plus their regular rate of pay for all hours worked on the holiday. Employees shall receive one and one-half (1½) times their regular rate for all hours worked on the holidays listed above in addition to their holiday pay. Employees scheduled to work on a holiday who call off sick shall not receive holiday pay and will be charged with sick leave. Employees may request time off on a holiday as set forth in this Agreement and use vacation leave comp time or personal leave. At the employee's option, one day of vacation leave, one day of comp time and one personal day per year may be taken on a holiday with the employee receiving pay for the leave and holiday pay.

Section 21.3 Designated Days. Employees shall be entitled to a paid holiday on any other day appointed and recommended by the Governor of this State or the President of the United States

Section 21.4 Personal Days Employee's shall receive two (2) personal days after completion of one (1) year of service. Personal days must be used in eight (8) hour increments upon approval of the supervisor, provided that the employee's absence does not create an undue hardship on the operations of the Employer. Personal days shall not accumulate except that personal days denied by the Employer may be carried forward into the following years.

ARTICLE 22
INSURANCES

Section 22.1 Health Insurance The Employer shall make available to bargaining unit employees general insurance and hospitalization, including supplemental benefits, that is equal to the coverage provided to other non-bargaining unit employees of the county that are totally funded by the general fund.

Section 22.2 Selection of Coverage Employees electing supplemental benefits (e.g., vision, dental, prescription drug, etc.) may only elect the category which corresponds to their health care category (i.e., single or family).

Section 22.3 Premium Sharing Effective July 1, 2010, bargaining unit employees shall pay fifteen percent (15%) of the monthly health insurance premium, provided that the employee's share for single coverage shall not exceed \$80.85 per month and for family coverage shall not exceed \$193.77 per month.

Effective 3-1-13 for coverage beginning 4-1-13, bargaining unit employees shall pay fifteen percent (15%) of the monthly health insurance premium, provided that the employee's share for single or family coverage shall not increase by more than ten percent (10%) from the 2012 employee contribution rate.

Effective 3-1-14 for coverage beginning 4-1-14, bargaining unit employees shall pay fifteen percent (15%) of the monthly health insurance premium, provided that the employee's share for single or family coverage shall not increase by more than ten percent (10%) from the 2013 employee contribution rate.

Section 22.4 Life Insurance The Employer agrees to provide, at no expense to the employee, term life insurance in the amount of the employees' yearly salary rounded up to the next one thousand dollars (\$1,000) not to exceed fifty thousand dollars (\$50,000).

Section 22.5 Modification to Coverage The determination of carriers and/or method of providing insurance rests with the Employer. Any change in carriers, coverage, or methods of providing insurance which would affect the bargaining unit in any way shall be discussed with the Labor Council prior to implementation. The Employer may periodically change the plan coverage, including deductibles, co-payments, etc., but will do so after notice and discussions with the Labor Council. Minor adjustments of deductibles, co-pays, etc., shall not be considered as a reduction of benefits. If any committee or procedure is established for the purpose of seeking employee input on any insurance benefit provided to bargaining unit employees, such committee or procedure shall include the participation of one (1) bargaining unit employee. The bargaining unit employee who participates in such committee or procedure shall be selected by the FOP/OLC. The formulation of any committee or procedure as described in this section shall be at the sole discretion of the county personnel department.

Section 22.6 Administrative Issues Employees who do not have sufficient compensation in any given pay period to cover their premium contribution shall be discontinued from coverage

unless the employee makes a direct payment to the Employer for the employees' share of the health insurance premium.

Any re-enrollment or reinstatement of any employee to the insurance plan shall be subject to the re-enrollment provisions.

Section 22.7 Indemnification and Liability Coverage The Employer agrees to indemnify and defend any employee from actions arising out of the lawful performance of the employee's official and/or assigned duties in accordance with applicable law.

Section 22.8 Pre-Tax Plan: Employees premium sharing shall be deducted prior to taxes as allowed by an I.R.S. 125 Plan.

ARTICLE 23 **SICK LEAVE**

Section 23.1. Accrual For each completed eighty (80) hour pay period in active pay status, an employee earns 4.6 hours of sick leave. (Active pay status will be defined as hours worked, hours on approved paid leave, and hours on paid sick leave.) The amount of sick leave any one (1) employee may accrue is unlimited. Employees absent on sick leave shall be paid at their regular rate.

All employees shall earn sick leave as follows:

- 2.0 hours per bi-weekly pay period- short term sick leave
- 2.6 hours per bi-weekly pay period- long term sick leave

Short-term sick leave may be utilized when an employee is absent for less than three (3) days for a reason set forth in section 23.2. An employee may use long-term sick leave when absent for three (3) or more days for a reason set forth in Section 24.2. Any use of long-term sick leave shall require a physician's statement justifying the use of sick leave. Upon proper medical documentation, if an employee exhausts long-term sick leave, the employee shall be permitted to use accrued but unused short-term sick leave for a long-term absence.

Section 23.2 Uses Sick leave may be granted to an employee upon approval of the Employer for the following reasons:

- A. Illness of the employee or illness of the employee's immediate family requiring the employee's personal care and attendance. Such leave shall be for a reasonable time as necessary to make appropriate longer term arrangements.
- B. Exposure of the employee to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others.

- C. Medical, dental, or optical examination or treatment of an employee or a member of the employee's immediate family, which requires the presence of the employee, and which cannot be scheduled during non-working hours.
- D. Childbirth and/or related medical conditions of the employee or spouse.
- E. Injury of the employee after "injury leave" has expired.
- F. Death of a member of the employee's immediate family. Any sick leave use for bereavement purposes shall be deducted from the long-term sick leave bank, if applicable.

When sick leave is used, it shall be deducted from the employee's sick leave credit on the basis of one hour for every one hour of absence from previously scheduled work. Sick leave used at the beginning of a shift shall be no less than two (2) hours unless used for a doctor's appointment. Employees shall not use sick leave to cover tardiness.

Section 23.3 Mark-Off When an employee is unable to report to work, the employee shall notify the employee's immediate supervisor or other designated person at least two (2) hours (unless extenuating circumstances prohibit doing so) prior to the time the employee is scheduled to report to work on each day of absence, unless other arrangements are made with the employee's supervisor.

Upon return to work an employee shall complete an "Application for sick leave" form within forty-eight (48) hours to justify the use of sick leave. The Employer may, when an employee utilizes sick leave for medical appointments or where an absence is for more than three (3) consecutive days, require the employee to furnish a certificate from a physician, dentist, or other medical practitioner. Whenever patterned use of sick leave or sick leave abuse is suspected the Sheriff or Designee may require a medical certificate justifying sick leave.

Section 23.4 Immediate Family (Sick) For the purpose of this Article, immediate family shall consist of an employee's spouse, parents, children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, step-parents, step-children, step-siblings, or a legal guardian or other person who stands in the place of a parent (in loco parentis).

Section 23.5 Immediate Family (Bereavement) The use of sick leave for bereavement purposes shall not exceed three days for an employee's spouse, parent, children, grandparents, siblings, grandchildren, step-parents, step-children, step-siblings, or a legal guardian or other persons who stands in the place of a parent (in loco parentis). The use of sick leave for bereavement purposes shall not exceed one day for an employee's brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents-in-law, mother-in-law, father-in-law.

Section 23.6 Retirement An employee with at least ten (10) years of service who retires from the Employer under PERS shall be paid for twenty-five percent (25%) of accrued but unused

sick leave up to a maximum payment of 240 hours. Such payment shall eliminate all sick leave credited to the employee.

Section 23.7 Prior Service Employees who transfer between departments or agencies, or from other public employment, or who are appointed, re-appointed, or reinstated with ten (10) years of prior public service employment will be credited with unused balance of sick leave upon submission of certification of employment and sick leave balances from previous employers. When credited, it shall be equally divided between long-term sick leave and short-term sick leave.

Section 23.8 Donated Time All members of the bargaining units at the Sheriff's Office shall be eligible for donated time benefits, subject to the terms of this Article, to relieve hardship resulting from extended illness or injury.

- A. When the Employer is made aware of an employee's need for leave donations, a notice will be posted informing employees of a particular employee's need for assistance. Any donations made pursuant to this Article must be voluntary.
- B. Employees will be eligible to receive leave donations if:
 - 1. they have been placed on an approved medical leave of absence;
 - 2. the leave is expected to last at least thirty (30) days; and
 - 3. the employee does not have sufficient accrued vacation and sick leave to prevent the loss of a significant amount of income.
- C. An employee may donate up to eighty (80) hours of compensatory time, vacation, or sick leave to a specific recipient by signing and submitting to the Employer a Leave Donation Form, donating such time.
- D. A recipient may use donated leave only after having exhausted the employee's own accrued vacation, compensatory time, and sick leave. Donated leave will be used in place of the employee's regularly scheduled work days to the extent necessary. If a recipient does not use all donated leave during the leave of absence, the unused donations will be returned to all donors on a pro rata basis.

Section 23.9 Fitness for Duty Examinations

- A. The Employer may require an employee to take an examination, conducted by a licensed practitioner to determine the employee's physical or mental capability to perform the material and substantial duties of the employee's classification.

Examinations are intended to guard the health and safety of employees and the citizens of Fairfield County and will be ordered when the Employer has reasonable concern for an employee's ability to perform the material and substantial duties of the position.

The cost of such examination shall be paid by the Employer. If the employee disagrees with the Employer's determination, the employee may be examined by a physician of the employee's choice at the employee's expense. If the two (2) reports conflict a third opinion shall be rendered by a neutral physician chosen by the first two (2) physicians whose decision shall not be appealable to the grievance procedure. The neutral physician's cost shall be borne by the Employer.

- B. If an employee, after examination, is found to be unable to perform the material and substantial duties of the employee's position, then the employee may utilize accumulated unused leave time or other leave benefits (including but not limited to worker's compensation, if eligible). If an employee applies for disability retirement benefits, the Employer will support that application. However, this provision may not be considered an admission or agreement for workers' compensation benefits.
- C. Leave under the provisions of this Section shall continue for a period of up to two (2) years (which period includes time spent in any leave status, paid or unpaid). If an employee refuses to go on a leave status or refuses to request paid or unpaid leave, the Employer may place the employee on an unpaid leave or disability leave. If the employee is not able to return to work by the end of that two (2) year period, the employee shall be deemed permanently separated from employment with the Employer.
- D. Employees requesting to return from disability leave must submit documentation of their ability to perform the material and substantial duties of their classification. The Employer may require an examination prior to return to work at the Employer's expense.
- E. Refusal of an employee to submit to an examination shall be grounds for appropriate discipline.

Section 23.10 Wellness Incentive If a member uses no sick leave in any one calendar year, that member shall be credited with an additional three (3) vacation days the following year. If a member uses between one (1) and eight (8) hours of sick leave in any one calendar year, that member shall be credited with an additional two (2) vacation days the following year. If a member uses between nine (9) and sixteen (16) hours of sick leave in any one calendar year, that member shall be credited with one (1) additional vacation day the following year.

At the employee's option, any additional vacation days earned can be taken in the form of vacation leave or compensation in cash. Any such awarded vacation time shall be deducted from the sick leave bank on an hour-for-hour basis.

ARTICLE 24 **LEAVES OF ABSENCE**

Section 24.1 Leaves Without Pay Employees may be granted the following types of unpaid leaves of absence:

A. **Disability Leave** A physically incapacitated employee may request a disability leave. A disability leave may be granted for a period of up to one (1) year 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 from the performance of the duties of the employee's position by a licensed physician designated by the Employer.

The employee must submit adequate medical documentation at the time he seeks reinstatement. The Employer may require the employee to be examined by a physician of its own choosing prior to reinstatement to determine fitness for duty.

B. **Family and Medical Leave** Employees shall be permitted time off in accordance with the Fairfield County Family Medical Leave policy.

C. **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. The employee shall include all pertinent information relating to the need of a personal leave of absence with the employee's request for leave.

D. **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.

E. **Reinstatement from Leave** Upon completion of a leave of absence, the employee is to be returned to a position formerly occupied, or to a similar position if the employee's former position no longer exists. An employee may contact the Employer prior to the expiration of said leave and may be granted a reasonable extension, at the discretion of the Employer, within the various maximum time limits established under this Article.

F. **Insurance Premiums During Leaves** Where an employee has requested and been granted an unpaid leave, the employee shall continue on the county health insurance program for a period of sixty (60) calendar days from the date of approval of the leave, (except as is required by the FMLA) provided the employee makes arrangements with the Employer for the payment of the premium costs.

Section 24.2 Leaves With Pay Employees may be granted the following types of paid leaves of absence:

A. **Court Leave** The Employer shall grant court leave with pay and without loss of benefits to any employee who:

1. Is summoned for jury duty by a court of competent jurisdiction, or
2. Is subpoenaed to appear before any court, commission, board, or other legally constituted body authorized by law to compel the attendance of witnesses where the employee is not a party to the action, and pertains to or arises from the employee's official duties, the employee shall have all time spent in court counted as hours worked.
3. The employee shall submit any and all fees issued by the court, board, or other legally constituted body to the Employer to be eligible to receive full pay.
4. The employee shall return to duty if there is time remaining on the employee's shift after being released from court.

B. **Military Leave** The Employer and Labor Council agree and understand that federal and state laws shall govern the use of military leave.

C. **Injury Leave**

1. In the event of a service-connected injury or occupational illness incurred in the active discharge of duty, which illness or injury is not the result of "horseplay" or negligence by the employee, the Employer shall grant the employee full pay for a period not to exceed thirty (30) calendar days. The Employer may grant additional injury leave, on a case-by-case basis and at the Employer's discretion, up to an additional thirty (30) calendar days. This thirty (30) calendar days paid leave is fully paid by the Employer, and is in lieu of Worker's Compensation. An employee who applies for injury leave will apply to BWC for medical benefits only, and not lost income benefits. If the injury claim is denied by Workers' Compensation, the employee will revert to sick leave status.
2. Injury leave is granted on a per incident basis.
3. The Employer may require an employee claiming a service-connected injury to submit to a physical examination by a physician of the Employer's choosing. Any such examination shall be at the Employer's expense.
4. If a third party is liable to the employee for injuries which are compensated pursuant to this article and the employee receives compensation from the third party, the employee shall remit to the Employer any monies received for lost wages up to the amount paid by the County pursuant to this article. In no event shall the employee be required to remit to the Employer more than the net amount of recovery, after attorney fees and cost of litigation.

ARTICLE 25
POLITICAL ACTIVITY

Section 25.1 The Employer shall not promulgate rules concerning political activity that are more restrictive than applicable law.

ARTICLE 26
DURATION

Section 26.1 **Duration** This Agreement shall be effective as of December 16, 2012 and shall remain in full force and effect through midnight, December 15, 2014.

Section 26.2 **Renewal** If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be pursuant to the rules of the State Employment Relations Board [OAC 4117-1-02].

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this 24th day of May, 2013.

For the Fairfield County Sheriff:

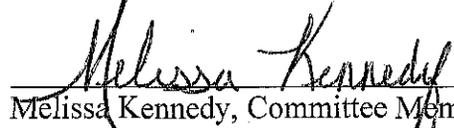


Dave Phalen, Sheriff

For the FOP, Ohio Labor Council:



Andrea H. Johan, Staff Representative



Melissa Kennedy, Committee Member



Nicole Diamond, Committee Member



Kris Wallace, Committee Member

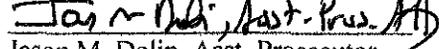
APPROVED AS TO FORM:

_____, Fairfield County
Prosecuting Attorney



Marc A. Fishel, County Counsel

APPROVED AS TO FORM ONLY:



Jason M. Dolin, Asst. Prosecutor
Fairfield County, Ohio
Date: 6/6/13