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# **AGREEMENT BETWEEN THE RICHLAND COUNTY SHERIFF'S OFFICE**



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

**SUPERVISORS AGREEMENT**

**EFFECTIVE: JANUARY 1, 2013**

**EXPIRES: DECEMBER 31, 2015**

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## ARTICLE 1 AGREEMENT

**Section 1.01** This Agreement between the Richland County Sheriff's Office (Employer) and the Fraternal Order of Police/ Ohio Labor Council (Union for Supervisors), effective on the date of execution, for the purpose of promoting cooperation and continuous harmonious relations between the Employer, it's employees and their representatives.

**Section 1.02** The following shall be considered as subjects to be negotiated by the Employer with the Union for all members of the bargaining unit: wages; hours; terms and conditions of employment.

**Section 1.03** Should any part of this Agreement become invalid by the operation of law existing or promulgated in the future, or be declared invalid by any tribunal or competent jurisdiction, such invalidation shall not invalidate the remaining portions and they shall remain in full force and effect. In such event, and upon written request by either party, the parties to this agreement shall meet at a mutually agreeable time in an attempt to modify the invalid provisions of this Agreement through good-faith negotiations.

**Section 1.04** The Agreement shall be reduced to booklet form with the costs being equally shared by both parties. The number printed shall be twenty (20) copies. The Union shall receive fifteen (15) copies. For employees entering this bargaining unit after the effective date of this agreement the Employer will provide copies of this agreement.

## ARTICLE 2 RECOGNITION

**Section 2.01** The Employer recognizes the Union as the exclusive bargaining agent for the subjects set forth in this Article, of full-time deputized employees at the rank of Sergeant and above, but excluding the positions of Major, Law Enforcement Operations Commander, and Assistant Law Enforcement Operations Commander. (Referred to throughout this Agreement as "employees").

## ARTICLE 3 LODGE MEMBERSHIP, DUES DEDUCTION AND AGENCY SHOP

**Section 3.01** Within thirty (30) days of the execution of this agreement, all employees in the Union shall either become dues paying members of the F.O.P. or, as a condition of continued employment, remit to the F.O.P. a fair share in accordance with the provisions of the Ohio Revised Code Section 4117.09(C). Any employees entering into this Union after the effective date of this agreement shall, within sixty (60) days, either elect to become dues paying members of the F.O.P. or remit the fair share fee. Nothing in this article shall be deemed to require any employee to become a member of the F.O.P.

**Section 3.02** The Employer agrees to deduct F.O.P. dues and fees from any member of the Union who provides written authorization for a payroll dues and fees deduction. The F.O.P. shall indemnify the Employer and hold it harmless against any and all claims, demands, suits or other liability that may arise by reason of any action of the Employer in complying with the provisions of this Article. The F.O.P. agrees to implement a fair share rebate plan which meets the requirements of state and federal law.

#### **ARTICLE 4 LODGE BUSINESS AND OFFICIAL'S ROSTER**

**Section 4.01** The Union shall submit in writing the name of any employee who is to act as an Union Representative for the purpose of processing grievances. The employees shall not be permitted to function as Union Representatives until the Union has presented the Employer with written certification of the individuals selected.

**Section 4.02** The Union shall provide the Employer with an official roster of its officers and representatives within fifteen (15) days of the execution of this agreement. The Union shall provide updated rosters within fifteen (15) days of any change. Each roster shall include the Union Officer or position held.

**Section 4.03 Officer Associate.** The authorized functions and responsibilities of the Officer Associate, and an alternate to replace the Officer Associate when he/she is absent due to authorized leave in excess of five (5) working days, or where the grievance time limits are expiring, are the following:

- A. Attendance at labor management meetings;
- B. Posting of Union notices on Union bulletin boards;
- C. Representing the Union in investigating and processing grievances;
- D. When acting as a grievance representative;
- E. General supervisory review of grievances;
- F. Acting as a liaison between the Employer and the Union;
- G. Attend fop training seminars or educational courses;
- H. Matters involving labor management relations.

The Officer Associate shall be reasonably released from his/her normal duty hours upon written request to the Operations Major to participate in the aforementioned matters without loss of pay or benefits. The release shall not interfere, interrupt or disrupt the performance of his normally assigned duties. No Union business shall be conducted during assigned overtime hours. It is specifically understood between the parties that performance of the Employer's duties shall have priority over performance of Union business. The Officer Associate or his alternate shall use no more than seventy (70) hours per year on the aforesaid matters. Additional time to perform the above Union business by the Officer Associate may be granted by the Operations Major within his sole discretion.

**Section 4.04** Union leave shall be provided to the Officer Associate for a maximum of ten (10) days per year to be used to attend Union conventions. The Union shall inform the Employer who

is taking the leave two (2) calendar weeks prior to the requested usage. Such leave shall be paid and shall be subject to the operational needs of the Department.

**Section 4.05 Negotiations.** Reasonable provisions shall be made by the Employer so that bargaining unit members, which consist of the Officer Associate and two (2) bargaining unit members selected by the Union as representatives on their negotiating committee and scheduled for duty may be carried on special assignment for the entire assigned shift for the purpose of negotiating on days of actual negotiating during the term of this agreement. The number of representatives on the negotiating committee shall be limited to a maximum of three (3) employees.

**Section 4.06** F.O.P. Training for Union Representatives may occur upon mutual agreement between labor and management. Union Representatives may receive F.O.P. training or attend educational seminars. The Officer Associate shall submit a written request to the Operations Major for approval of training. Scheduling for this training will be coordinated between the Operations Major and the Officer Associate. Allowances for this training, as long as it is within reason, will not be arbitrarily withheld but will be subject to manpower coverage. No overtime will be paid for this training.

**Section 4.07** County vehicles can be used for Union business upon the approval of the Operations Major.

**Section 4.08** Maximum number of hours for preparation of the contract by the Negotiating Committee will be sixty (60) hours per person and will be subject to the approval of the Operations Major.

## **ARTICLE 5 EFFECT OF AGREEMENT**

**Section 5.01** This agreement is a final and complete Agreement of all negotiated items in effect throughout the term of the agreement. This Agreement may be amended only by written agreement between the Employer and the Union. No verbal statements shall supersede any provisions of this contract.

**Section 5.02** Fringe benefits and other rights granted by the Ohio Revised Code which were in effect on the effective date of this Agreement and which are not specifically provided for or abridged by this Agreement will continue to be in effect under the same conditions upon which they had previously been granted throughout the life of this agreement unless altered by mutual consent of the Employer and the Union.

## **ARTICLE 6 NON-DISCRIMINATION AND EQUAL EMPLOYMENT**

**Section 6.01** The Employer and the Union agree that for the duration of this agreement, neither shall discriminate against any member of the Union because of race, color, religion, sex, national origin, age, handicap, disability, ancestry or marital status. Nor shall the Employer or the Union

discriminate against any member of the Union because of his/her membership or non-membership in the Union. Both the Employer and the Union recognize their respective responsibilities under applicable federal, state and local laws, and executive order relating to civil rights and employment practices.

## ARTICLE 7 LABOR-MANAGEMENT MEETINGS

**Section 7.01** In the interest of sound labor/management relations, unless mutually agreed otherwise, once every three (3) months on a mutually agreeable day and time, the Sheriff and/or his designee(s) (BUT NOT MORE THAN THREE (3) EMPLOYER REPRESENTATIVES) shall meet with not more than three (3) employee representatives of the Union to discuss pending problems and to promote a more harmonious labor/management relationship. Additional representatives may attend by mutual agreement.

**Section 7.02** An agenda will be furnished at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meetings and the names of those Union representatives who will be attending. The purpose of such meetings shall be to:

- A. Discuss the administration of this agreement;
- B. Notify the Union of changes made by the Employer which may affect Union members or the Union;
- C. Disseminate general information of interest to the parties;
- D. Discuss ways to improve efficiency; and
- E. To consider and discuss health and safety matters relating to employees.

**Section 7.03** It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

**Section 7.04** Labor/Management meetings are not intended as negotiation sessions to alter or amend the basic agreement.

## ARTICLE 8 BARGAINING UNIT WORK

**Section 8.01** The Employer shall not attempt to interfere with, restrain, or coerce the bargaining unit or the rights of the bargaining unit employees.

**Section 8.02** All overtime opportunities that are normally performed by bargaining unit employees shall be offered to said employees. Overtime opportunities shall be distributed as evenly as possible within each division except in emergency circumstances. All overtime opportunities shall be offered to bargaining unit employees before being offered to exempt employees.

**Section 8.03** The Sheriff agrees not to contract out work customarily performed by bargaining unit members.

## ARTICLE 9 MANAGEMENT RIGHTS

**Section 9.01** The Union recognizes and accepts the exclusive right and authority of the Employer, except where the agreement expressly provides otherwise to determine all matters of expressed, implied or inherent managerial policy. Such rights shall include but are not limited to the following:

- A. 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 services, its overall budget, utilization of technology, and organizational structure.
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations.
- D. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted.
- E. Suspend, discipline, demote, or discharge for just cause, or lay off, abolish jobs, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Employer as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the public Employer as a governmental unit.

## ARTICLE 10 DISCIPLINE/CORRECTIVE ACTION

**Section 10.01** No employee shall, for disciplinary reasons be removed, reduced in pay or position, suspended, required to work on days off, without compensation, reprimanded, or otherwise disciplined without just cause. Any appeal of an individual officer or employee shall be considered through the steps of the grievance procedure. Such an appeal may be based on procedural or substantive objections to the actions of the Sheriff or other management officials.

A grievance under this section shall be the employee's exclusive remedy to challenge a discharge or suspension and no appeal to the State Personnel Board of Review, shall be permitted.

**Section 10.02** The Employer agrees that all disciplinary procedures shall be handled in a confidential manner, out of public and department view and in a professional like manner. Any employee in disagreement with a discharge may file a grievance in accordance with the grievance procedure contained in this Agreement.

**Section 10.03 Complaints.** When any complaint is made against any bargaining unit member and the investigation of the complaint reveals no corroborative evidence, or that the act or acts did not occur, or did not involve the bargaining unit member, then the complaint shall be classified as unfounded and will not become a part of the employee's personnel file. The Employer will request that the complaining party write out a sworn affidavit to assure the

validity of the complaint. Furthermore, the employer recognizes its statutory obligation to enforce criminal violations of filing false reports.

**Section 10.04 Discovery.** Prior to a pre-disciplinary hearing which may result in discipline, an employee shall be provided copies of the following upon written request: Transcripts, records, written statements, reports, video tapes and results of any tests that will be used against the employee during the pre-disciplinary hearing; discovery shall be made at least five (5) calendar days prior to any scheduled hearing.

**Section 10.05 Discipline.** The Richland County Sheriff's Office is committed to an established system of progressive discipline for correcting job related infractions. The principles of progressive corrective action will normally be followed with respect to minor offenses. Typically, this progression will at least include an instruction and cautioning reprimand, and a suspension for the same or related offenses prior to a dismissal. The Employer may skip any step of progressive action if the violations are of a serious nature. Further, the Employer agrees to fairly and equitably discipline members. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct. The disciplinary policies provide standard penalties for specific offenses. However, the example of specific offenses given in any grouping are not all inclusive and serve merely as a guide.

Records of instruction and cautioning shall, upon the request of the bargaining unit member, be removed from the employee's personnel file six (6) months after the effective date of such warning, provided there is no intervening disciplinary action for any similar offense during that time.

Written records of disciplinary reprimands and/or suspensions will, upon the request of the bargaining unit member, be removed from the employee's personnel file twelve (12) months after the effective date of the disciplinary action providing there is no intervening disciplinary measures that have been removed under the terms of the section shall not be used in determining subsequent disciplinary action.

**Section 10.06 Charges of Misconduct.** Any charge of misconduct shall be in written form, stating the alleged violations against an employee and shall be provided to the employee within sixty (60) days after the employer was notified about the alleged misconduct, unless the underlying allegations are criminal in nature. When an employee is charged with misconduct which may result in discipline, the employee shall be given a copy of written and signed charges within at least five (5) calendar days prior to any hearing. Findings will be issued to the employee after any hearing for which formal charges and specifications have been prepared.

**Section 10.07 Work Rules.** The Sheriff agrees that work rules shall be reduced to writing and provided to all bargaining unit members in advance of their enforcement. Any charge by a bargaining unit member that a work rule, general order, or the like is in violation of this Agreement, or has not been applied or interpreted uniformly to all members, shall be a proper subject for a grievance. The office will provide bargaining unit members copies of any revised or new work rules, general orders, and the like ten (10) days in advance of their effective dates.

**Section 10.08 Personnel Files.** Except as specifically exempted, the Ohio Public Records Law provides that employee's personnel files are subject to public inspection upon request. Every employee shall be allowed to review the contents of his/her personnel files at all reasonable times upon written request. Memoranda clarifying and explaining alleged inaccuracies of any document in his/her file may be added to the file by the respective employee. Only one personnel file shall remain in the custody of the Richland County Sheriff's Office. A complete and accurate copy of the file shall be kept in the Sheriff's Office.

**Section 10.09 Review of Records.** All requests for review of personnel records shall be processed with the following guidelines:

- A. Personnel Department will request that the person requesting the records provide their name and address.
- B. Employees will be notified in writing and left in their mailbox, and, if possible, by a telephone call, that the request has been made to review their file. If contact is not made with the employee one of the union representatives will be notified about the request.
- C. Prior to release of the public records, the Personnel Department may review the personnel file with the Prosecutor's Office to ensure that it contains no confidential matter exempted from release. No information which is not required by law to be disclosed shall be disclosed in response to a public request.
- D. In the event the person is furnished copies, the employee shall also be provided with such copies.
- E. A County employee must remain with the personnel files during the time the files are reviewed so that nothing can be added or removed from the file.

**Section 10.10 Other Records.** Unsubstantiated or unproven allegations of misconduct made against an employee shall not be used in any disciplinary action nor be shared outside the office. Any records, reports, memoranda, etc. of unsubstantiated or unproven allegations of misconduct made against an employee shall not be placed in the employee's personnel file. All records, reports, memoranda, etc. of any unsubstantiated or unproven allegations of misconduct shall be destroyed following the prescribed legal requirements as established by the Ohio Public Record's Law.

**Section 10.11 Examinations.** In the course of an internal investigation, based upon probable cause, a polygraph examination, or standardized field sobriety tests and breath test may be administered.

- A. The subject of the intended inquiry or investigation is specifically and narrowly related to the performance of the officers or employee's official duties.
- B. Officers or employee's answers cannot be used against him/her in any subsequent criminal prosecution.
- C. The Employer has probable cause to order that the polygraph examination be taken.

- D. The complainant has signed a written statement setting forth the facts of the complaint and has been requested to complete a polygraph examination prior to the employee taking a polygraph examination. If the complainant refuses to take a polygraph examination, such refusal can be considered to reflect on the credibility of the complainant.

The investigative tools listed above are not to be used strictly to enhance an internal investigation and shall be used in conjunction with established investigatory procedures.

The results of the polygraph examination, unsubstantiated and unsupported by any other corroborating evidence will not result in any disciplinary action.

The employee shall have the right to have a union representative present during the pre-interview with the consent of the polygraph operator of the polygraph examination and the post-interview but not during the actual examination.

**Section 10.12 Right of Representation.** An employee who is required by the Employer to attend a meeting or conference that the employee reasonably believes may result in disciplinary action against him or her may request the presence of his/her attorney and/or grievance representative in his/her absence another mutually agreed upon union representative.

**Section 10.13** The Employer and/or designee shall not obtain evidence in the course of an internal investigation by threat, coercion, or promise; and evidence obtained in such manner shall not be admissible in any subsequent administrative or departmental hearing, employees are guaranteed certain rights which are located in the Ohio Revised Code under Section 4117.

**Section 10.14 Off Duty.** Except as specifically provided by statute, employees are free to become involved in civic, cultural, and societal activities individually or with each other as they so desire. They are also free to exercise or not to exercise any or all of their individual rights, including but not limited to those included in the First Amendment of the Constitution of the United States. This provision is subject to the provisions of Section 124.57 of the Ohio Revised Code. It is further understood that employment with the Richland County Sheriff's Office shall take priority over any off duty employment or other activities and no such employment or activities shall be permitted to prevent or interfere with a call to duty in the event of a need by the department for services of an employee at the time.

**Section 10.15** If an Employee intentionally causes any damage to any property of the Employer, the Employer may order the Employee to provide reimbursement for the cost of repair or replacement, whichever is applicable.

## ARTICLE 11 GRIEVANCE PROCEDURE

**Section 11.01 Definitions.** The term "Grievance" shall mean an allegation by a bargaining unit employee or union representative that there has been a violation, misinterpretation or

misapplication of this Agreement and/or any disciplinary action taken against an employee. There shall be no appeal to the State Personnel Board of Review on any grievances.

**Section 11.02 Extensions.** All time limits on grievances may be extended upon mutual consent of the parties involved, but any such agreement must be in writing and signed by both the parties. Similarly, any step in the grievance procedure may be skipped on any grievance by mutual consent.

**Section 11.03 Grievance Steps.** It is mutual desire of the Employer and the Union to provide for the prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Union to affect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

**STEP 1 Bureau Commander.** In order for a grievance to receive consideration under this procedure, the Grievant, with the grievance representative, if the former desires, or a union representative, must identify the alleged grievance in writing to the Bureau Commander within thirty (30) calendar days of the date of the incident that gave rise to the grievance or of the date the employee, exercising reasonable diligence, should have known about the incident, but in no event more than sixty (60) calendar days following the date of the incident giving rise to the grievance. The written grievance must state whether the grievant wishes to have a meeting with the Bureau Commander and whether the grievant wishes to have a representative present for this meeting. The Bureau Commander under this Article means the Bureau Commander under which the aggrieved employee is assigned.

If a meeting is requested, the Bureau Commander shall have fourteen (14) calendar days in which to schedule and conduct the meeting with the grieved employee and his appropriate grievance representative, if the former desires. The Bureau Commander shall issue a response within seven (7) working days after this meeting, as set forth in Section 11.08 of this Article. If a meeting is not requested, the Bureau Commander shall issue a response within seven (7) working days of receiving the written grievance, as set forth in Section 11.08 of this Article.

**STEP 2 Chief Deputy.** If the grievance is not resolved in Step 1, the employee, with the appropriate representative, if the former desires, may submit the written grievance to the Chief Deputy within seven (7) calendar days after receiving the response of the Bureau Commander. The written grievance must state whether the grievant wishes to have a meeting with the Chief Deputy and whether the grievant wishes to have a representative present for this meeting.

If a meeting is requested, the Bureau Commander shall have fourteen (7) calendar days in which to schedule and conduct the meeting with the grieved employee and his appropriate grievance representative, if the former desires. The Chief Deputy shall issue a response within seven (7) working days after this meeting, as set forth in Section 11.08 of this Article. If a meeting is not requested, the Chief Deputy shall issue a response within seven (7) working days of receiving the written grievance, as set forth in Section 11.08 of this Article.

**STEP 3**      **Sheriff.**

If the grievance is not resolved in Step 2, the employee with the appropriate grievance representative, if the former desires, may submit the written grievance to the Sheriff within seven (7) days after receiving the Chief Deputy's response. The written grievance must state whether the grievant wishes to have a meeting with the Sheriff and whether the grievant wishes to have a representative present for this meeting.

If a meeting is requested, the Sheriff shall have seven (7) calendar days in which to schedule and conduct a meeting with the grieved employee and his appropriate grievance representative, if the former desires. The Sheriff shall issue a response within seven (7) working days after this meeting, as set forth in Section 11.08 of this Article. If a meeting is not requested, the Sheriff shall issue a response within seven (7) working days after receiving the written grievance, as set forth in Section 11.08 of this Article.

**STEP 4**      **Arbitration**

If the matter has not been satisfactorily resolved through the procedure set forth above, the union, within thirty (30) calendar days after the issuance of the decision of the Sheriff, or longer if agreed, may request in writing filed with the Office Associate and the Sheriff that the matter be submitted to arbitration. The Employer and the Union shall request a list of seven (7) names from the Federal Mediation and Conciliation Service (FMCS); within five (5) working days after the receipt of the list of arbitrators from FMCS, the Employer and the Union will alternately strike names from the list until the name of one arbitrator remains. The party to strike first shall be determined by the flip of a coin; and each succeeding arbitration.

The Employer and the Union then will alternate being the first party to strike a name. The Employer and the Union will notify FMCS of the arbitrator whose name is not struck and who will serve as an arbitrator for the grievance. Either party shall have the right to reject one list submitted by the FMCS.

As soon as the arbitrator has been selected, he/she shall proceed to schedule a hearing on the matter in dispute. The Employer and the Union shall be afforded a reasonable opportunity to present evidence and be heard in support of their respective positions.

Each party shall bear the expense for the cost of subpoena of its witness to testify in its case. Each party shall pay one-half of expenses incident to the cost of the services of an arbitrator. Arbitration time shall be considered court time, but shall only be a minimum of one hour at time and one-half pay. Either party may demand that a written transcript of testimony be taken, which shall be paid for by the requesting party, other costs shall be divided equally between the Employer and the Union. The Arbitrator shall make a decision within twenty (20) calendar days after submission of the case to him after such a hearing. If such decision is within the authority herein conferred upon him, it shall be final and binding upon the Employer and the Union and upon the employee or employees involved. It is agreed that the authority of the arbitrator shall be as follows:

- A. The Arbitrator shall have the authority to interpret this Agreement and apply it to the particular case under consideration, but shall be limited to the interpretation and application of this agreement.
- B. The Arbitrator shall have no authority to add to, strike from, or modify any of the terms this agreement, or to pass upon any issue excluded from arbitration by the terms thereof.
- C. The Arbitrator shall have the authority to decide only the issue or issues which the parties have agreed to submit to the arbitrator as above provided.
- D. The Arbitrator shall have no authority to hear a grievance based on incidents not occurring during the term of this Agreement.

**Section 11.04 Grievance Meetings.** The Grievant and the Representative shall be allowed time off with pay at regular rate from regular duties for attendance at scheduled meetings under the grievance procedure. The grievance meetings shall usually be held during the normal working hours of the grievant. The grievant and his/her representative shall be compensated at one and one-half times their regular rate of pay for all grievance meetings held outside their normal working hours. The Employer shall only be required to pay one Grievance Representative.

**Section 11.05 Grievance Information.** All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both sides:

- A. A grieved employee's name and signature;
- B. A grieved employee's classification, if known;
- C. Date grievance was filed in writing;
- D. Date and time grievance occurred, if known;
- E. The location where the grievance occurred, if known;
- F. A description of the incident(s) giving rise to the grievance;
- G. Specific articles and sections of the agreement violated; and,
- H. Desired remedy to resolve the grievance.

**Section 11.06 Grievants.** A grievance may be brought by any employee covered by this agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one employee shall be selected by the group to process the grievance. The grievance will contain a list of the names of the affected employees / grievants.

**Section 11.07 Process of Grievances.** All grievances must be processed at the proper step in order to be considered at subsequent steps. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not processed by management, within the time limits provided shall be considered resolved in favor of the grievant, without precedent. Any response to a grievance, issued at any step, which is not submitted for further review by the grievant shall be considered to be resolved in favor of the Employer, without precedent.

**Section 11.08 Responses.** At each step of the grievance procedure the person or group hearing the grievance shall issue a written report of their findings and recommendations on whether the contract was violated and the suggested remedy. A copy of this report shall be given to the Sheriff, the grieved employee and the Officer Associate.

## ARTICLE 12 SENIORITY

**Section 12.01** For the purposes of this Agreement, Seniority is classified as either Agency or Rank Seniority. An employee on an approved Leave of Absence as stated throughout this agreement will continue to accrue Agency and Rank Seniority. If an employee is reinstated within one (1) year of his/her resignation he/she will have greater seniority than an employee hired or promoted to the same grade on the same date.

- A. **Agency Seniority** Agency Seniority shall be defined as the length of continuous service calculated from the most recent date of hire or re-employment following a break in service.
- B. **Rank Seniority** Rank Seniority shall be defined as the total time in grade from the most recent date of promotion to the employee's current rank. Where two or more employees have the same time in grade, then Agency Seniority shall be used to determine the greater seniority.

**Section 12.02 Watch.** Watch preference shall be provided bi-annually and shall be effective for six (6) month periods from October 1st through March and April 1st through September. Each employee shall submit his/her request by the fifteenth (15) day of each month in the month preceding the shift change. Watch preference requests shall be granted in line with Rank Seniority for the number of positions to be staffed at the start of the work cycle beginning after the first day of the first month of the respective periods. Any such watch preference shall apply to only those employees who have been sworn officers for at least one (1) year. Additional transfers may be allowed to those employees showing hardship or just cause and presented by the Union to the Sheriff. The right to watch preference according to seniority is applied only within that section or bureau to which an officer is assigned.

**Section 12.03 Termination of Agency Seniority.** An employee's Agency Seniority shall terminate in the following events:

- A. Resignation or retirement of the employee.
- B. If the employee is discharged for just cause, accepted or upheld by the proper authority, excluding the Ohio Bureau of Unemployment Services.
- C. If the employee does not return at the expiration of a leave or absence or if the employee takes other employment, during a leave of absence, unless consented to by the Sheriff.
- D. If the employee is absent for more than ninety (90) days after the termination of military service.

- E. If, while on lay-off status an employee fails to report to work within ten (10) days after being notified by certified mail, return receipt requested, to the employee's last known address of record with the County.

**Section 12.04 Termination of Rank Seniority** An employee's Rank Seniority shall terminate in the following events:

- A. Termination of Agency Seniority for any of the causes listed in 12.03 of this article.
- B. The employee is removed from the current rank for just cause prior to the expiration of the probationary period for that rank. The employee shall be returned to their former position without loss of Rank Seniority of their former rank to which they were returned.
- C. The employee is demoted by the Employer in accordance with Article 10 of this agreement for just cause; however the employee's Rank Seniority for the grade to which he/she was demoted shall be determined from the time the employee was originally promoted to that rank inclusive of seniority accrued at the previously held higher rank.

**Section 12.05 Reassignment.** Members who are reassigned shall have the ability to utilize Rank Seniority for shift preference.

**Section 12.06 Work-related Preferences.** In determining work related preferences between two (2) or more employees, only in matters of watch selections, inter-division assignments, equipment, and cruiser assignments, seniority shall determine preference. Once a cruiser or equipment is assigned to an employee, it will be retained by that employee until it is replaced.

**Section 12.07 Bi-annual watch preference, bumping.** At each bi-annual watch preference, any employee may bump another employee with less Rank Seniority. All bumping must be done by employees within the same division.

**Section 12.08 K-9 Handler.** No member of this bargaining unit shall be a K-9 handler. In the event a K-9 handler is promoted to a supervisory position, he/she shall relinquish or retire their K-9 as soon as feasibly possible, taking into consideration the training and certification of a new K-9 handler for the K-9.

### ARTICLE 13 ELIMINATION OF AN ESTABLISHED POSITION

**Section 13.01** Whenever an established position is to be eliminated, management shall utilize the pre-established evaluation process listed below to decide which employee will be transferred.

**Determining Factors:**

1. Knowledge, skills and education-----20%
2. Experience-----20%
3. Job evaluations and performance ratings-----10%
4. Disciplinary records-----10%
5. Rank Seniority-----40%

The Employer will consider factors one (1) through five (5) in determining which employee will be transferred. The above listed percentages will be used in order to decide which employee(s) has/have the least and most qualifications.

**Section 13.02** The employee with the least qualifications based upon the above listed determining factors using the percentage scoring will be the employee transferred. The employee(s) with the higher score will be the employee(s) that will remain in the division.

**Section 13.03** If the employee(s) that were transferred to another division by the management feel that the decision was not just and fair, said employee(s) can request through the Division Commander that a Board of Review reconsider the decision. The request for the Board of Review must be made within five (5) working days after the Management's decision in writing to the Division Commander.

The Division Commander will then schedule a meeting for the Board of Review to consider the employee's objection. Scheduling of the meeting will take place within ten (10) working days of any filing of complaints by said employee(s). The Board will consist of five (5) members.

The following person(s) listed below will be on said Board:

- Chief Deputy;
- Commander of the division that will be affected;
- F.O.P. representative;
- Two (2) mutually agreed upon independent persons.

This five (5) member Board will utilize the same procedures that the Employer used in determining which employee(s) will be transferred. The percentage scoring will be used in assisting the Board with their decision.

The Board's decision will be given to the Employer and employee(s) in writing. The Board's decision will be binding. The Board will have the same authority as an arbitrator through the grievance procedure.

**Section 13.04** Nothing contained in this Article shall be deemed to impair or interfere with the authority of the Sheriff to remove any officer(s) from positions for disciplinary reasons.

**ARTICLE 14**  
**FILLING OF POSITIONS/PROMOTIONAL TESTS**

**Section 14.01 Purpose.** The parties agree that all appointments to positions covered by this Agreement, other than the original appointments from eligibility lists, shall be filled in accordance with this Article.

**Section 14.02 Vacancy Defined.** A vacancy shall be defined as any position which was formerly occupied but is now open for any reason including the death, retirement, promotion, discharge, or resignation of the incumbent and which the Sheriff intends to fill for a period in excess of twelve (12) weeks. The vacancy shall be filled or abolished within six (6) months of the occurrence of the vacancy.

**Section 14.03 Minimum Service.** With the exception of the Chief Deputy and the Administrative Assistant, all promotions shall be filled with personnel of the lower rank with a minimum of one (1) year experience in the next lower grade.

**Section 14.04 Promotional Test Procedure.** All promotions shall be decided by a point system. The point system will be broken down into seven (7) separate categories.

1. **Examination.** Written examinations utilized in the examination process shall be conducted by an impartial qualified testing service provider. This portion of the examination process may be worth a maximum of 100 points. Applicants must score a minimum of 70% to pass the written exam and move to the next step of the exam process.
2. **Assessment Center.** The administration of the assessment process will be through a bona fide and reputable testing service. During the term of the current agreement, the Employer will utilize the testing services of The Ohio Association of Chiefs of Police. The assessment center process is worth a maximum of thirty (30) points.
3. **Seniority.** Seniority, as defined in Article 12, will be determined by time in the current rank, one (1) point for every completed year up to the test date.
4. **Education.** An Associate's Degree will be worth four (4) points. A Bachelor's Degree will be worth six (6) points. A Master's Degree will be worth eight (8) points. Education points may not be compounded. Employees shall only receive points for their highest degree obtained. Education and Military Service Credits may not be combined. The category with the highest point value shall be used.
5. **Military Service Credit.** The member shall receive one (1) Point for each year of active duty service where the member received an Honorable Discharge at the time of the separation from a recognized branch of the United States Military, or one (1) point for every two (2) completed years of honorable service in the reserves or National Guard of any other recognized branch of the U.S. military.

There shall be a maximum of eight (8) points. Military Service Credit and Education points may not be combined.

6. **Evaluations.** Under the Supervisor's section only on the evaluation form, a candidate could receive one (1) point in every category that it "exceeds standard". Maximum points given will be fifteen (15). This provision will only apply when a mutually agreed upon evaluation system is in use for at least one (1) year prior to the promotional test to be given.
7. **Discipline.** Points will be subtracted from the candidates who have discipline in their active personnel file, in the following manner:

GROUP II OFFENSES: Minus four (4) points.

GROUP III OFFENSES: Minus six (6) points.

**Section 14.05 Administration of Examination and Selection.** Promotional tests shall be given within thirty (30) calendar days of a position becoming vacant. The results of the promotional test and seniority points shall be posted on the bulletin board for the effective dates of the exam. All promotions for the position tested will be filled from the test results list for a period up to one (1) year. Selections to fill promotional positions shall be made from the top candidate on the list.

**Section 14.06 Eligibility.** No employee shall be permitted to take a promotional test unless he/she has three (3) years in the next lower grade by the date of the promotional test.

**Section 14.07 Notice of Exam.** Notice of an upcoming promotional exam shall be posted on the Employer's bulletin board and the pass-on board for fifteen (15) days prior to the test date. The date, time and location of the promotional exam shall be listed on the notice.

**Section 14.08 Bidding and Placement.** When a vacancy exists within the existing rank structure, employees already holding the rank to be tested for shall have the opportunity to bid into the vacant position by rank seniority (time in grade). The employee who is promoted as a result of the promotional exam shall fill the position the employees already holding the rank have not bid into.

**Section 14.09 Costs of Exam.** Any costs for a promotional exam shall be paid in full by the Employer.

## ARTICLE 15 HOURS OF WORK, OVERTIME AND COURT TIME

**Section 15.01** During the effective dates of this Agreement, the employees within this bargaining unit, who are assigned to the Patrol Bureau, shall work a forty-two (42) day work cycle. The Employer shall designate the start of the work period or week, but shall not change the starting time of the period or week to avoid the payment of overtime. Employees working the forty-two (42) day work cycle shall always start their four (4) days off period on Tuesdays.

**Section 15.02** All other personnel covered under this Agreement shall work five (5) consecutive eight (8) hour days, Monday thru Friday, between the hours of 0800 and 1600.

**Section 15.03 Overtime.** Whenever it is necessary for a member of the bargaining unit to work in excess of eight (8) hours in any twenty-four (24) consecutive hour period, the officer shall be entitled to time and one-half pay for the excess hours actually worked; provided that, there shall be no overtime paid to officers who, at their request, work more than eight (8) hours in a twenty-four (24) consecutive hour period while changing watches. Time spent training is to be paid at straight time. The only scenario in which an employee would be paid overtime for training is in the event of an employee working C Watch would be required to work the C Watch shift before and after the scheduled training.

**Section 15.04 Time Off.** Employees who submit and have their vacation leave requests of five (5) consecutive workdays or more approved more than 30 days in advance will not have their vacation leave request revoked except in emergency circumstances. Requests for vacation leave shall be reviewed on a first-come, first-served basis. For vacation leave requests submitted more than thirty (30) days in advance of the request, supervisors shall respond (approve or deny) vacation leave requests within fourteen (14) days. All vacation leave requests shall be subject to scheduling and manpower needs.

**Section 15.05 Hours Worked.** For purpose of determining an employee's eligibility for overtime, all hours in paid status except sick leave shall be counted.

**Section 15.06 Court Time.** No overtime shall be paid unless directed by the Sheriff or his designee, or the employee's supervisor, prior to being worked except in the case of court appearances. Any off duty employee subpoenaed or directed to appear in court or any pretrial conference shall be compensated for his/her overtime calculated by the actual time that the employee leaves his/her residence. In any event, said employee shall be guaranteed a minimum of three (3) hours pay at his/her overtime rate on other than his/her regularly scheduled tour of duty.

**Section 15.07 Compensatory Time.** Compensatory time may be taken by an employee in lieu of overtime payment. Compensatory hours will be banked at a rate of one and one-half times the hours actually worked by an employee, or at a minimum rate such as those set forth in this agreement. An employee may accumulate and use up to three hundred (300) hours of compensatory time in a calendar year. Once an employee reaches or uses the maximum of compensatory time allowed in the compensatory time bank, the employee shall not be allowed to request more compensatory time until January 1<sup>st</sup> of the following year. The Employer shall keep a record and make it available to the employee the amount of hours in his/her compensatory time bank. Requests for compensatory time must be submitted in writing at least twenty-four (24) hours in advance of time requested.

**Section 15.08 Choice of Compensation.** When an employee is requested or directed to work hours outside his/her normal tour of duty it is recognized by the Employer that the employee shall have the exclusive right to choose between overtime pay and compensatory time. The

Employer may not require an employee to take one over the other unless an employee is at their maximum accumulation of compensatory time, nor shall the Employer make taking one over the other a condition of the employee being given an overtime assignment.

**Section 15.09 Work Shifts.** For the term of this contract, the work shifts for the Patrol Bureau Supervisors shall be as follows:

"A" watch 0600 hours to 1400 hours  
"B" watch 1400 hours to 2200 hours  
"C" watch 2200 hours to 0600 hours  
"D" Mid-Watch 1000-1800  
"E" Mid-Watch 1800-0200

**Section 15.10 Personal Matters.** If an employee is required to appear in a court of law for personal reasons he/she may elect to take either accrued but unused vacation leave, personal day leave, or leave without pay with the approval of the Employer. Whenever possible, an employee shall give at least one week advance notice of the need for such a leave.

**Section 15.11 Flex Hours For Detectives.** Employees in the detective bureau may, by mutual agreement, have their hours of work modified. Their normal work day will be eight (8) hours. Employees may request, subject to approval, to adjust or flex hours to conduct special operations, investigatory reasons or other business-related matters.

**Section 15.12 Yearly Time change.** A member shall be paid at overtime rate for the one extra hour worked on the hour of the fall time change to Eastern Standard Time. The officer shall be charged with one hour of straight time pay or other accumulated time, if scheduled to work on the hour in spring with Daylight Savings time takes effect.

## ARTICLE 16 JURY DUTY

**Section 16.01 Release.** Any full time bargaining unit employee who is summoned for jury duty shall be granted leave with full pay. An employee shall provide the Employer with a copy of the jury duty summons when requesting such leave. Leaves granted by the Employer under the provisions of this article shall commence on the date of appearance noted on such a summons. Employees granted such leave shall notify the Employer immediately upon completion of their jury duty obligation. Any compensation or reimbursement for jury duty shall be remitted by the employee to the Employer.

**Section 16.02 Return From Jury Duty.** On occasion where an employee is released early from his/her jury duty obligation, such employee shall report to work in order to complete his/her assigned shift, provided that two (2) or more hours remain in such shift after he/she has been excused from jury duty for that day. In the event an employee's assigned shift does not correspond with the required jury duty appearance time, the Employer shall reassign such an employee to the shift that would correspond with such a jury duty appearance. Should such a

reassignment occur, upon the termination of the employee's jury duty obligation he/she shall return to his/her regularly scheduled shift.

## ARTICLE 17 LONGEVITY

**Section 17.01** In addition to the base salary provided in this contract, employees shall receive longevity pay beginning with the completion of the fifth year of service with the county at the rate of one hundred twelve dollars and fifty cents (\$112.50) for each year of service after the first year of service and payable upon an employee's anniversary of employment. Longevity pay shall be paid in the pay period that their anniversary date occurs.

**Section 17.02** Bargaining unit employees hired prior to January 1, 2005 with less than five (5) years of service on January 1, 2005 will receive longevity pay at the rate of one hundred twelve dollars and fifty cents (\$112.50) for all years of service.

## ARTICLE 18 WATCH DIFFERENTIAL PAY

**Section 18.01** Differential pay will be accorded to employees who are assigned to work on any watch that begins before 0530 hours or after 1200 hours on any calendar day.

**Section 18.02** Watch differential pay shall be seventy cents (\$.70) per hour.

**Section 18.03** The watch differential pay shall be included in the employee's regular bi-weekly paycheck.

## ARTICLE 19 TUITION REIMBURSEMENT

**Section 19.01** Tuition Reimbursement. Each member who is subject to the provisions of this Agreement shall be eligible for a reimbursement of tuition in courses of instruction voluntarily undertaken by him/her and subject to the following conditions:

A. In order to receive tuition reimbursement the degree program pursued and courses taken must be directly related to the duties and responsibilities of the member's present position or to the next highest position in the normal career path for advancement within the Richland County Sheriff's Office. All courses must be taken during the member's non-scheduled working hours. All scheduled hours for courses of instruction must be filed with the Sheriff or his designee. All courses and scheduled time of courses must be approved by the Sheriff. Any situation which in the discretion of the Sheriff would require a member's presence on the job shall take complete and final precedence over any time scheduled for courses.

B. Any financial assistance from any governmental or private agency available to a member, whether or not applied for, and regardless of when such assistance may have been received, shall be deducted in the entire amount from the tuition reimbursement the member is eligible for under

this Section. If a member's tuition is fully covered by another governmental or private agency, the member is not entitled to payment from the County.

C. The Sheriff shall create and maintain a current list of approved institutions for which reimbursement for tuition may be made under this Section. Only those institutions listed by the Department shall establish eligibility of the member to receive reimbursement for tuition. Additional institutions can be added by forwarding an application for reimbursement to the Sheriff. Applications for approval of institutions, courses, and reimbursement by the County must be made as soon as possible in order to accommodate budgetary and funding requirements of the County.

D. Reimbursement for tuition will be made when the member satisfactorily completes a course and presents an official certificate (or its equivalent) and a receipt of payment or copy of the unpaid bill from the institution, confirming completion of the approved course. Reimbursement will be in accordance with the following schedule:

1. For undergraduate work, work towards an Associate's Degree, high school graduation and non-degree courses:
  - a. 100% for an A grade or equivalent. (Where there is only a pass-fail grade a "pass" shall be considered an A.)
  - b. 75% for a B grade or equivalent.
  - c. 50% for a C grade or equivalent.
  - d. No reimbursement for a grade below C, an "unsatisfactory" or a "fail" grade.
2. For graduate work:
  - a. 100% for A grade or equivalent.
  - b. 50% for a B grade or equivalent.
  - c. No reimbursement for a grade below a B.

## **ARTICLE 20 CALL IN PAY**

**Section 20.01** Call in pay is defined as payment for work assigned by the Sheriff or his designated representative and performed by an employee at a time other than his/her normal and prescheduled hours of work. Work done in this manner shall be compensated at the rate of one and one-half times the employee's normal rate of pay, with minimum compensation being for three (3) hours.

**Section 20.02** If an employee is required to work immediately after or less than one-half (1/2) hour prior to the start of his/her scheduled tour of duty or marked in service and enroute to station for the beginning of his/her regular scheduled shift, it shall not be considered call in pay and compensation at a rate of time and one-half shall be paid for actual hours worked.

**Section 20.03** Mandatory Management and Supervisor's meetings shall not apply to call-in pay, but will be subject to overtime pay.

## ARTICLE 21 STAND BY/ON CALL STATUS PAY

**Section 21.01** Stand By/On Call Pay is defined as payment for an assignment that requires an employee to be available on a continuous basis during his/her normal off duty hours. Stand By/On Call assignments shall be determined by the Sheriff or his designee. The rate of Stand By/On Call pay shall be as follows:

- A. Employees on Stand By/On Call for a one (1) to twenty-four (24) hour period shall receive one (1) hour premium pay and four (4) hours of compensatory time. Unless the employee has reached their maximum accumulation of compensatory time, then they would receive 3.67 hours of premium pay.
- B. Each twenty-four (24) hour period shall be compensated at this same rate.

**Section 21.02** An employee who is called to work (other than as regularly scheduled) while on call, shall be paid, instead of Stand By/On Call pay, time and one-half for all hours worked, but not less than three (3) hours overtime as set forth in Article 20 of this agreement (Call In Pay).

**Section 21.03** An employee that is On Call shall be provided with a pager and a county vehicle for transportation.

## ARTICLE 22 APPLICATION OF STATE CIVIL SERVICE LAW

**Section 22.01** The parties hereby agree that for the purpose of this Agreement, none of the provisions of the Ohio Revised Code or Ohio Administrative Code pertaining to the reporting of personnel actions, or any other documentation, regarding bargaining unit personnel, to the Ohio Department of Administrative Services applied to bargaining unit employees.

**Section 22.02** It is fully understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to the express matters covered by this Agreement.

**Section 22.03** The parties agree that where this agreement makes no specification about a matter, the Employer and employees shall be subject to applicable laws pertaining to wages, hours and terms and conditions of employment.

**ARTICLE 23  
VACATION**

**Section 23.01 Vacation.** Regular full-time employees are entitled to vacation with pay after one (1) year of service with the Richland County Sheriff's Office. The amount of vacation leave to which a full-time employee is entitled is based upon years of service with Richland County. Vacation time shall be accrued per pay period and displayed on the employee's pay stub.

<u>Years of Service</u>	<u>Vacation</u>	<u>Max. Accumulation</u>
Less than one (1) year	None	0
One (1) year, but less than five (5) years	80 Hours/10 Days	160 Hours
Five (5) years, but less than ten (10) years	120 Hours/15 Days	240 Hours
Ten (10) years but less than twenty (20)	20 days	320 hours
Twenty (20) years to retirement	25 days	400 hours

**Section 23.02 Minimum Use.** The minimum chargeable vacation increment shall be two (2) hours.

**Section 23.03 Accumulation Limit.** An employee may carry indefinitely the amount of time which he/she receives for two (2) calendar years, but may not exceed that amount. In the event that an employee's vacation bank does exceed the maximum allowable amount, the employee must be given ninety (90) days written notice in which to reduce their vacation bank. In the event that the employee, after being so notified, fails to reduce his/her vacation bank, the Employer shall reduce the amount of the employee's vacation bank by scheduling vacation time for said employee. The mandated vacation time scheduled by the Employer for said employee shall not reduce the employee's vacation lower than the maximum amount of hours allowed in this agreement.

**ARTICLE 24  
HOLIDAYS**

**Section 24.01 Designated Holidays.** The following are designated holidays

1. \*New Year's Day.....1<sup>st</sup> day of January
2. \*Martin Luther King Day.....3<sup>rd</sup> Monday of January
3. \*Presidents' Day .....3<sup>rd</sup> Monday of February
4. \*Memorial Day.....Last Monday in May
5. \*Independence Day .....4<sup>th</sup> day of July
6. \*Labor Day .....1<sup>st</sup> Monday of September
7. \*Columbus Day .....2<sup>nd</sup> Monday of October
8. \*Veteran's Day .....11<sup>th</sup> day of November
- 9; \*Thanksgiving Day.....4<sup>th</sup> Thursday of November
10. Day after Thanksgiving.....4<sup>th</sup> Friday of November
11. \*Christmas Day .....25<sup>th</sup> day of December

Except as otherwise provided all holidays are to be taken within a one year anniversary of the actual holiday.

**Section 24.02 Personal Days.** In addition and annually, each covered employee shall be entitled to three (3) personal paid days off with the permission of his/her supervisor which permission shall not be arbitrarily withheld.

**Section 24.03 Pay for Holidays.**

**A.** Employees who are assigned to continuous or 24 hour operations, which operations normally/ or are required to work on holidays, and who work on a holiday designated as a premium pay holiday (\*) as in Section 24.01, shall be Compensated by one (1) of five (5) methods:

1. All in wages (20 hours pay).
2. All in compensatory time (20 hours)
  - a. By taking this option the employee understands that their pay will show 72 hours for an 80 hour pay period.
3. Wages (12 hours pay) and Holiday taken at a later date (8 hours).
4. Wages (12 hours pay) and Compensatory time (8 hours).
5. Wages (8 hours pay) and Compensatory time (12 hours).

**B.** Employees who are not assigned to continuous or 24 hour operations shall be scheduled off on the holiday and paid eight (8) hours at their straight hourly rate for the holiday. These employees shall observe the holidays on the designated date except where a holiday falls on a weekend, the County schedule shall be observed. Employee's who are not required to work any of the Holidays listed in Section 24.01, shall have the option of working any of the four (4) holidays designated by being underlined and shall be compensated according to Section 24.02(A).

**C.** Payment shall be made for such holiday pay, provided the employee is in an active pay status on his/her last scheduled shift preceding the holiday and his/her first scheduled shift following the paid holiday.

**D.** An employee who is on his Regular Day Off (R.D.O.), compensatory time off, sick time, vacation time, or injury leave on the holidays contained in Section 24.01, shall be compensated eight (8) hours time off at a mutually agreed date within a one (1) year period from that holiday. An employee on injury leave shall not be charged injury leave for that day.

**E.** It will be the employee's discretion to work the holiday or take it off if scheduling permits. Assignments will be at the discretion of the Sheriff or his designee. Holiday work assignments must be approved by the Sheriff or his designee and offered within each section to Deputy Patrol Officers assigned to the section on a rotating basis by seniority, excluding the Patrol Bureau.

**Section 24.04 Religious Observances.** Employees may be granted leave with pay to attend religious observances with the recommendation of the Bureau Commander and the approval of the Sheriff. Religious observances include those which require an employee's attendance at church, synagogue, or another place of worship. Leave shall be limited to the hours actually necessary to attend services or observances. This is subject to manpower limitations.

**Section 24.05 Designated days.** On any day or partial day designated by the Sheriff or his designee as a day or partial day off for County employees, employees covered by this Agreement will be given the day or partial day off if scheduling permits, or equal compensatory time at a later date. 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 and adopted by the Richland County Commissioners.

## ARTICLE 25 WAGES

**Section 25.01** Employees will be placed in the pay step commencing the pay period which begins on or before January 1<sup>st</sup> of each year. All supervisors will realize pay increases on the first day of January each year instead of the employee's respective anniversary dates.

The rank differential for all members of this Bargaining Unit shall remain as follows:

- |                    |  |
|--------------------|--|
| <u>Sergeants</u>   | Shall be paid 13% greater than the highest paid base rate of Deputies.     |
| <u>Lieutenants</u> | Shall be paid 10% greater than the highest paid base rate for Sergeants.   |
| <u>Captains</u>    | Shall be paid 10% greater than the highest paid base rate for Lieutenants. |

All Bargaining Unit Members' pay shall be reflected as an hourly rate of pay.

## ARTICLE 26 RETIREMENT FUND

**Section 26.01 Police Retirement Fund.** The County shall pay to the Public Employee's Retirement System Fund, the amount mandated by the State of Ohio Public Employee's Retirement System (PERS), sixteen (16 %) being the minimum amount paid.

## ARTICLE 27 FIELD TRAINING OFFICER

**Section 27.01** Any bargaining Unit employee covered by this agreement who is required to served as a Field Training Officer or assigned in a similar capacity or manner, will be required to have the following qualifications:

- A. Minimum three (3) years as a sworn Peace Officer with a minimum of three (3) years within the division.
- B. The employee will be required to attend a Field Training School to be certified as a Field Training Officer.
- C. The employee required to serve as a Field Training Officer or is assigned in a similar capacity or manner shall receive one and one-quarter (1 1/4) of their hourly rate for hours served as a Field Training Officer.

**ARTICLE 28**  
**SPECIAL EVENTS, DETAILS AND SPECIAL DEPUTIES**

**Section 28.01** Where deputies are contracted to cover special details or events, which may require additional manpower, such as; sporting and school events, bingo games, dances, fair details, flea markets, church socials, parades, (excluding Color Guard), charity events, carnivals, security and traffic details; for events such as those described above and any cultural or social events, other than those listed above, for which the Sheriff or his designee has sufficient prior knowledge, the procedure for assigning shall be as follows:

- A. Details will be assigned according to the employee's position on the Special Detail Rotational List. The date, time, location and closing date of the voluntary acceptance of the assignment will be posted for a period of seven (7) days on the departmental bulletin board; however, should a request be received less than seven (7) days but more than three (3) days the detail will immediately be posted for sign-up. In the event a detail is received less than three (3) days, an attempt will be made to contact the top five (5) employees listed on the special rotational list. If the detail was not filled by the attempts to contact the top five (5) employees on the list, then the detail may be assigned to the first eligible employee(s) that can work the detail.
- B. It shall be the employee's responsibility to check the bulletin board for posted details and assigned details. The employee must be present and sign his/her own name or unit number for the detail. Employees shall not sign up for details that they are unable or have no intentions of working.
- C. Employees who sign up for and are assigned special details shall be completely responsible for coverage of such detail. In the event that an employee, who signed up for a detail is unable to work the detail or to meet his/her obligation, it shall be the responsibility of the employee to get that detail covered.
- D. One hundred (100%) percent of the total officers needed for such a detail shall be posted for voluntary acceptance of assignment, by sworn full-time deputies. However, if there is insufficient numbers of volunteers from the bargaining unit, to equal one hundred (100 %) percent of the total officers needed, and then sworn members of the Richland County Sheriff's Office Special Deputy Unit may be used to make up the difference. Within the Special Deputy

Unit the details will first be offered to Special Deputies who are fulltime paid employees of the Richland County Sheriff's Office.

**Section 28.02** Employees who volunteer will be selected for such assignment as follows: According to Section 28.01 (A) of this article. The Special Detail Rotational List will be updated after each assignment and post on the department's bulletin board.

**Section 28.03** Employees who volunteer for a special detail, as defined in Section 28.01 of this article shall be paid a minimum of twenty-five dollars (\$25.00) per hour for a minimum of four (4) hours pay, except as follows:

A. Special grant details will be the hourly rate as indicated by that grant.

B. Richland County Fair, which will be the rate negotiated with the Fair Board by the Employer following consultation by a committee comprised of not more than one (1) representative from each bargaining unit.

C. Traffic Control details and details where alcoholic beverages are served will be a minimum of thirty dollars (\$30.00) per hour for a minimum of four (4) hours.

Special details will be worked by sworn full time deputies, except for mutually agreed upon charity events, which may be worked by the Special Deputy Unit.

**Section 28.04** The Employer shall ensure that a sufficient number of deputies are assigned at all special details to ensure the safety of officers. Two (2) or more deputies are assigned for events and details, expecting a group or gathering of more than fifty (50) people, except for details agreed by the union to utilize one deputy.

**Section 28.05** Complaints that an employee is late or fails to report to an assigned special duty detail will be filed with the patrol bureau commander on a prescribed "special detail complaint" form. Complaints made for being tardy or failing to report to special detail shall not be made part of the employees personnel file. A separate file will be kept to file Special Detail Complaints.

A. The Patrol Bureau Commander or his designee will determine the merits of the complaint. An appeal of the Patrol Bureau Commanders decision may be made to the Chief Deputy.

**Section 28.06** Discipline for the bargaining members will be given as outlined in 28.06(A) and (B).

A. Members of the bargaining unit who report for duty on a special detail thirty (30) minutes or less after the scheduled reporting time, shall be suspended from working special details for a period of seven (7) days. The suspension shall cease to have force and effect fifteen (15) days from its inception. There will be no escalating discipline for this violation. For each succeeding violation an additional fifteen (15) day suspension shall be imposed. Succeeding violation suspensions are intended to be cumulative.

B. Members of the bargaining unit who report for duty on a special detail more than thirty (30) minutes from the scheduled reporting time, or fail to report to a special detail, shall be suspended from signing up for or working special details for a period of thirty (30) days from the effective date of the discipline..

1. For each succeeding violation an additional thirty (30) day suspension shall be imposed. Succeeding violation suspensions are intended to be cumulative.
2. Periods of suspensions shall cease to have force and effect one hundred eighty (180) days from the date of the last violation.
3. It shall be the employee's responsibility to cover those details already scheduled during his/her suspensions.

**Section 28.07** The Union will provide a committee consisting of two (2) members (appointed by the Office Associate) to coordinate and oversee Special Details. The Employer agrees to provide a reasonable amount of time, manpower permitting, for the committee member(s) to perform the required functions relating to special details.

## ARTICLE 29 INSURANCE

**Section 29.01 Coverage Period:** The Employer agrees to provide during the life of this Agreement hospitalization and medical insurance with the same coverage as is provided to the Board of County Commissioners and to County Employees paid from the County General Fund and not covered by a Collective Bargaining Agreement.

**Section 29.02 Employee Premium Contributions:** Bargaining unit members shall pay monthly contributions as listed below:

	<u>FAMILY</u>	<u>SINGLE</u>
<u>OPTION A</u>	\$108	\$75

For the period January 1, 2013 and for the balance of this Agreement, employees shall pay the same employee contribution as a majority of other County employees provided, however, that for the year 2014, and 2015, the employee's contribution shall not increase by more than five dollars (\$5.00) per employee, per month, per year for option provided.

**Section 29.03 – Waiver of Coverage:** Employees electing not to take hospitalization and medical insurance will receive on thousand dollars (\$1,000) a year.

**Section 29.04 – Change of Plans:** Employees may elect to change from one plan to another or to take no insurance coverage at least once a year and at times that they experience a change in status in accordance with the plan.

**Section 29.05 – Life and Professional Liability Insurance:** In addition to the plan of medical/hospital, surgical insurance and optional dental insurance, there shall be made available

to full-time employees in the Bargaining Unit, upon the terms and conditions set forth below, life, accidental death and dismemberment, and professional liability insurance, as follows:

- A. Group Life and Accidental Death and Dismemberment Insurance in the amount of (\$10,000) per employee, provided, however, that the premium for this insurance for an employee becoming covered by this agreement after its effective date shall be paid by the county and;
- B. Professional Liability Insurance with maximum limits of (\$5,000,000) per person; (\$5,000,000) per incident, and (\$5,000,000) per aggregate, subject to the limits and exclusions contained in the applicable insurance policy, It is understood and agreed that the county will self-insure, subject to the same limitations and exclusions as outlined above, if the insurance becomes unavailable.

**Section 29.06 – Subrogation of Claims:** If a covered employee and his/her dependent(s) incur covered hospital expenses in connection with the treatment of an illness or injury caused by the negligence or wrongful act of a third party, the insurance carrier shall be subrogated to the entire extent covered employee's and his/her dependent(s) rights of recovery against said third party. The insurance carrier with respect to such illness or injury, and the covered employee and or his/her dependent(s) or the appropriate agent shall execute all papers and take all action necessary and proper to secure to the insurance program or to self-insure. The County shall comply with C.O.B.R.A. to the extent as set forth in such law.

**Section 29.07 – Insurance Committee:** The Employer agrees to permit one member of the bargaining unit to sit on and have full participatory rights on the Richland County Health Insurance Committee who shall suffer no loss of pay while attending such committee meetings.

## **ARTICLE 30 SICK LEAVE**

**Section 30.01 Sick Leave Accumulation.** Upon signing of this Agreement and each year thereafter for the duration of this Agreement, each employee shall earn sick leave at the current rate of 4.6 hours for each eighty (80) hours in active pay status.

**Section 30.02 Charges for Sick Leave.** An employee shall be charged for sick leave only for days upon which he/she would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings.

**Section 30.03 Request for Use, Notice of Illness.** An employee who wishes to apply for sick leave shall notify his/her immediate supervisor or other designated person at least one hour before the time he/she is scheduled to report to work, unless prevented by provable inability to make a telephone call, in which case the call shall be made as soon as possible thereafter. This section does not apply when an employee becomes ill during his/her tour of duty and goes home sick. In such case the employee shall only be charged for the actual number of hours of his/her shift that the employee does not complete.

**Section 30.04 Sick Leave Forms.** The employee will sign a sick leave request form for all hours of sick leave the employee uses and give such form to the Sheriff or his designee.

**Section 30.05 Falsification.** Falsification of either a sick leave request form or a physician's certificate may be grounds for disciplinary action.

**Section 30.06 Reasons for Use of Sick Leave.** Sick leave shall be granted to an employee for the following reasons:

- A. Personal illness or physical incapacity;
- B. Enforced quarantine of the employee in accordance with community health regulation (such as exposure to a contagious disease);
- C. Illness or injury of a member of the employee's immediate family, requiring the employee's attendance and personal care. Immediate family includes any of the following: spouse, child, parent, legal guardian or other person who stands in place of a parent (loco-parentis), grandparents, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, or any relative who is or has been living in the same household as the employee;
- D. Pregnancy and/or childbirth and related conditions;
- E. Medical, dental or optical examinations or treatments of the employee or a member of his/her immediate family where the employee's presence is required.

**Section 30.07 Sick Leave Conversion Upon Retirement.** Upon retirement with the Richland County Sheriff's Office, an employee shall be compensated for accrued sick leave in accordance with the following computations:

Upon retirement by an employee the first five hundred (500) hours of accrued sick leave shall be paid 100% by the Employer. Any accrued sick leave in excess of five hundred (500) hours shall be paid as follows:

- A. Upon retirement by an employee with twenty-five (25) years or more, said employee will receive one (1) day for every four (4) days of sick leave time that said employee has earned in excess of the first 500 hours.
- B. Upon retirement by an employee with twenty (20) to twenty-four (24) years, said employee will receive one (1) day for every five (5) days of sick leave time that said employee has earned in excess of the first 500 hours.
- C. Upon retirement by an employee with fifteen (15) to nineteen (19) years, said employee will receive one (1) day for every six (6) days of sick leave time that said employee has earned in excess of the first 500 hours.
- D. Upon retirement by an employee with ten (10) to fourteen (14) years, said employee will receive one (1) day for every seven (7) days of sick leave earned in excess of the first 500 hours.

**Section 30.08 Deaths and Disability Conversion.** If for any reason an employee is forced to take disability or a death occurs, the same computation will be used as in Section .07 (A) thru (E) of this Article. If an employee dies while still employed, then the employee will be considered to have resigned on the date of his/her death and the benefits under Section .07 of this Article will be paid to the deceased employee's dependents as defined in the Ohio Revised Code 4123.59(D)(1)(2). If an employee otherwise eligible for sick leave conversion under Section .07 of this Article is killed in the line of duty, then the employee will be considered to have resigned on the date of his/her death, and the employee's sick leave conversion benefits shall be computed as one (1) day for every one (1) day of sick leave earned and paid to the deceased employee's dependents as defined in Ohio Revised Code 4123.59 (D)(1)(2).

**Section 30.09** This provision shall apply in cases where an employee takes early retirement and is otherwise eligible for compensation for accrued, unused sick leave.

**Section 30.10 Sick Leave Incentive.** As an incentive for employees not to abuse sick leave, the Employer and the Union agree to implement the following incentive program.

- A. For each six (6) months of the contract employees will be rewarded for not using sick leave by being awarded personal days to be taken at the employee's discretion within six (6) months of the day awarded, and manpower permitting as determined by the employee's supervisor. Personal days shall be awarded as follows:

<u>SICK LEAVE USED</u>	<u>PERSONAL DAYS AWARDED</u>
16.0 hrs.or less	1 personal day
8.0 hrs or less	2 personal days

- B. Any member of the bargaining unit who does not use any sick leave hours for each six (6) months of the contract between January 1 and December 31 each year of this agreement shall receive a payment of one hundred dollars (\$100.00) the first pay period of January of the succeeding year.

**Section 30.11 Partial Sick Leave Conversion.** An employee who has five hundred (500) hours of accumulated sick leave "banked" may on January 1 of each year convert up to forty-eight (48) hours of unused accumulated sick time from the preceding year into compensatory time. Once said sick time has been converted into compensatory time, it shall not be converted back into accumulated sick time. The forty-eight (48) hours will be included as specified in this Article.

## ARTICLE 31 LEAVE OF ABSENCE

**Section 31.01 Requesting Leave of Absence Without Pay.** A member of the Union may request a leave of absence without pay. The request must be made in writing for all leaves of absence without pay. The request shall state the reason(s) for taking a leave of absence and the dates for which leave is being requested.

**Section 31.02 Length of Leave.** Upon written request to the Employer, leave without pay may be granted for any personal reason for a maximum duration of six (6) months. Leave of absence without pay may be granted for a maximum period of two (2) years for purposes of education or training which would be a benefit to the Richland County Sheriff's Office.

**Section 31.03 Return to Service.** Upon completion of a leave of absence, the employee is to be returned to the classification formerly occupied, or a similar classification if the employee's former classification no longer exists. The Employer has the right to fill the vacated position during the employee's leave of absence. An employee may be returned to active pay status prior to the originally scheduled expiration of the leave of absence if such earlier return is agreed upon by both the employee and the Employer.

**Section 31.04 Failure to Return from Leave of Absence.** An employee who fails to return to duty at the completion of a leave of absence without pay, without reporting to the Employer or his/her representative may be terminated from employment.

**Section 31.05 Seniority Accrual.** While an employee is on a leave of absence, at their request, the employee shall continue to accrue all forms of seniority, but shall not accrue benefits.

**Section 31.06 Family Medical Leave Act.** The parties agree to comply with the provisions of the Family and Medical Leave Act of 1993 (FMLA) and the Employer's policy that is effective as of the date of execution of this agreement. The Employer's FMLA policy shall not conflict with any terms and conditions of this agreement.

- A. Injury leave entitlements used pursuant to Article 32 shall not be deducted from FMLA entitlements.
- B. An employee eligible for leave under FMLA who has forty (40) hours or less of accumulated sick leave remaining may elect to take unpaid leave under the FMLA rather than to exhaust remaining sick leave.

## ARTICLE 32 INJURY LEAVE

**Section 32.01 Definition.** Injury leave is defined as leave granted for a service connected injury, or occupational illness incurred in the course of and arising out of employment with the county. Injury leave shall be approved by the Sheriff.

**Section 32.02 Amount of paid leave.** An employee who qualifies for injury leave may be granted up to four hundred and eighty (480) hours of leave with full normal pay and benefits. Injury leave will not be deducted from accumulated sick leave subject to the terms of Section 32.03 of this Article.

**Section 32.03 Medical Confirmation of Injury.** Injury leave must be confirmed by the employee's attending physician or one designated by the Employer. If the Employer requires the employee to go to a physician of the Employer's choice or seek a second opinion, then the

Employer shall pay for the examination and costs/expenses related to the second examination. The attending physician shall send to the Employer a statement to the effect that the employee is unable to work and a reasonable date of the employee's ability to return to his/her normal duties. However, if in the judgment of the attending physician or a physician designated by the Employer, the injury is such that the employee is capable of performing his/her normal duties or restricted duties during the period of convalescence, the employee shall be notified in writing and injury leave pay shall be denied. For the purpose of this agreement, a physician shall be defined as a person graduated from a recognized school of medicine and licensed by the State of Ohio to practice medicine. Any officer may opt to pursue his/her method of treatment after the initial diagnosis by the attending physician or a physician designated by the Employer.

**Section 32.04 Additional Injury Leave.** Additional increments of injury leave up to one hundred and sixty (160) hours may be granted by the Sheriff, up to a total of one thousand eight hundred (1800) hours which equals a total of one thousand five hundred and sixty (1560) hours, after which time off for leave shall be charged to accumulated sick leave. An employee seeking such additional one hundred sixty (160) hour increments of injury leave at the end of the initial four hundred and eighty (480) hours of injury leave, must present a physician's statement indicating that the employee's injury is such that he/she is unable to return to duties as set forth in Section 32.03 of this Article.

**Section 32.05 Restrictions on Outside Employment During Leave.** No employee, while on injury leave, shall be employed by another employer without approval by the Sheriff. If the employee is found to be so employed, or self employed, the Sheriff may terminate the injury leave and implement disciplinary action.

**Section 32.06 Holidays During Leave.** If a holiday falls during a period of injury leave of an employee, the employee shall receive the day off at his/her regular rate of pay and shall not be charged injury leave for that day.

**Section 32.07 Worker's Compensation.** Any payment to an employee on injury leave shall be considered an advancement of wages to the employee to the extent of the employee's entitlement to Worker's Compensation benefits. As a condition for receiving paid leave, an employee or his/her representative shall:

- A. File a claim for Worker's Compensation with the Ohio Bureau of Compensation within a reasonable time after the occurrence of the injury;
- B. Execute the advancement of wages agreement as required by the Ohio Bureau of Worker's Compensation.
- C. Pay over the amount(s) of Worker's Compensation benefit to the extent permitted by the regulations of the Bureau of Worker's Compensation, arrange for the transmittal of those compensation benefits to the Employer.

The Employer and the employee will notify the Bureau of Worker's Compensation in writing that the Employer's payment of injury leave is made as an advancement. If the final determination of the Ohio Industrial Commission is to deny compensation benefits to the employee on injury leave, any days beyond five (5) which have been or are granted for injury

leave shall be deducted from accumulated sick leave. If accumulated sick leave is not available, the employee is responsible for reimbursement of injury leave that was provided.

**Section 32.08 Determination of Medical Need.** Determination of illness or injury, in order to qualify initially as a service connected injury, duty related injury, or occupational illness creating eligibility for paid injury leave, the injury must be confirmed by a physician designated by the Employer or the employee's personal physician as being one which prevents the employee from working. Any employee who has been medically determined by a physician designated by the Employer and the employee's personal physician to be capable of working must return to his/her regular assignment; or should the employee similarly be determined capable of restricted duty assignments, may be returned to duty for such assignments by the Sheriff.

**Section 32.09 Determination of Disability.** Any employee, after a period of one thousand five hundred sixty (1560) hours of injury leave, because of service connected injury or illness who is or has been determined by his/her physician or the Employer's physician to be permanently incapable of performing his/her assigned duties or light duties, shall seek disability retirement in accordance with law.

**Section 32.10 Medical Insurance.** While an employee is on injury leave, he/she shall continue to be carried on the Employer's medical insurance program on the same basis as if working.

**Section 32.11 Light Duty Provision.** Members of the bargaining unit who, because of accident, injury or other incapacity, cannot perform the normal functions required of their position, may be granted "light duty" upon request by the employee, for up to a maximum of six (6) months. Based upon the operational need, any officer on light duty may be reassigned to a different watch during the duration of their light duty. If more than one (1) officer requests "light duty", then the Sheriff or his designee shall determine the number and duration of any "light duty" assignments. Any officer requesting, "light duty" shall provide the Sheriff with a statement from the attending physician indicating prognosis for return to full duty status. Members of the bargaining unit shall be permitted to bid for shifts while in a "light duty" status. No employee, while on "light duty" status, shall be employed by another Employer without approval by the Sheriff. If the employee is found to be so employed, or self employed, the Sheriff may terminate the "light duty" status and implement disciplinary action.

### ARTICLE 33 PREGNANCY LEAVE

**Section 33.01** Pregnancy leave shall be treated in the same manner as sick leave and shall be subject to the provisions of sick leave.

**Section 33.02** A pregnant employee's physician may request light duty for the employee while working and being pregnant. Light duty shall be defined as working on station in a manner which reduces the likelihood of physical altercations or exertion.

**Section 33.03** The employee, at her option, may utilize any or all of accrued sick leave and vacation leave for maternity purposes; after accrued sick leave and vacation leave are exhausted,

the employee may request a maternity leave of absence without pay for an additional six (6) month period.

**Section 33.04** An employee who fails to return to duty at the completion of a leave of absence, without reporting to the Employer or her representative, may be terminated from employment.

**Section 33.05** The biological mother and father shall receive six (6) days of paid leave immediately subsequent to the birth of a child.

#### ARTICLE 34 SPECIAL LEAVES

**Section 34.01 Leaves Without Pay.** Leaves without pay for personal reasons may be granted by the Sheriff upon request for a period not to exceed ninety (90) days. Employees absent due to illness may be granted such leave after sick leave has expired. Such leave may be extended or renewed beyond a total of ninety (90) calendar days with the express approval of the Sheriff. Upon return from such leave, the employee will be reinstated in his/her old position.

**Section 34.02 Accrual of Seniority.** While an employee is on a special leave, at their own request, the employee shall continue to accrue all forms of seniority, but shall not accrue benefits.

#### ARTICLE 35 BEREAVEMENT LEAVE

**Section 35.01 Pay for Bereavement Leave.** A leave of absence of seven (7) working days (with full normal pay) to make funeral arrangements and attend the funeral of a member of the immediate family, to include spouse, child, step-child or parent. A leave of absence of five (5) working days (with full normal pay) to make funeral arrangements and attend the funeral of parents-in-law and other relatives of persons with whom the employee maintains in loco parentis, living in the same household as the employee at the time of the relative's death, and the employee's brother and/or sister, shall be granted to an employee by the Sheriff.

**Section 35.02 Immediate Family.** A leave of absence for three (3) days (with full normal pay) shall be granted to an employee for the funeral of other immediate family members, to include grandparents, grandparent-in-law, grandchild, half-brother, half-sister, son-in-law, daughter-in-law, brother-in-law and sister-in-law (spouse's sibling or sibling's spouse), shall be granted by the Sheriff.

**Section 35.03 Extended Family.** Leave of absence of one (1) day shall be granted to an employee for the funeral of an employee's aunt or uncle, niece or nephew. Proof of death and relationship of the deceased shall be provided upon request to the Sheriff by the employee.

**Section 35.04 Extended Bereavement Leave.** Upon approval of the Sheriff, bereavement leave in excess of that provided for in this Article will be charged to the employee's accrued sick leave

balance. Sick Leave used in accordance with this section will not be considered under Article 30.10 (A&B).

## **ARTICLE 36 MILITARY LEAVE**

**Section 36.01 Annual Military Leave.** An employee who is a member of the Ohio National Guard, Ohio Air Guard, Ohio Naval Militia, or other reserve components of the Armed Forces of the United States of America shall be entitled to leaves of absence for their respective duties for such times as they are in such military service on field training or active duty for up to a total of thirty-one (31) days in any calendar year.

**Section 36.02 Pay During Military Leave.** If an employee's military pay or compensation during the period of such leave of absence is less than the employee's county wages for such period, the county shall pay the employee the difference in pay. In determining the employee's pay for the purpose of this Article, military pay shall not include allowance for travel, food, housing, but any other pay or allowance of whatever nature, including longevity pay, shall be considered.

## **ARTICLE 37 HOSTAGE LEAVE**

**Section 37.01** If a member of this Union has been taken hostage, he/she may request a leave of absence at their regular rate of pay not to exceed thirty (30) days. Such request for leave shall not be unreasonably denied.

**Section 37.02** The Employer may request the opinion of a licensed physician to determine the employee's capability to perform the material and substantial duties of his/her position.

**Section 37.03** While on hostage leave an employee shall be carried on the county's medical insurance program on the same basis as if still working.

## **ARTICLE 38 FAMILY AND MEDICAL LEAVE OF ABSENCE**

**Section 38.01** Family and Medical Leave of Absence is provided in keeping with the Family Medical Leave Act of 1993. This leave shall apply to all family and medical leaves of absence except to the extent that such leaves are covered under other paid employment benefit plans or policies for any part of the twelve weeks of leave to which the bargaining unit member may be entitled under this provision. In other words, if a bargaining unit member is entitled to paid leave under other provisions of this contract the member must take the paid leave first and if the paid leave is less than twelve weeks, the additional weeks of leave necessary to attain the twelve work weeks of leave required by the Family and Medical Leave Act of 1993 shall be taken without compensation.

**Section 38.02 Definitions.** For purposes of administering Family and Medical Leave the following definitions shall be and are adopted:

- A. **Health Care Provider**-The term "health care provider" means:
- (1) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; or
  - (2) Any other person determined by federal mandate to be capable of providing health care services.
- B. **Parent** - The term "parent" means the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or daughter.
- C. **Reduced Leave Schedule** - The term "reduce leave schedule" means a leave scheduled that reduces the usual number of hours per work week, or hours per work day, of an employee.
- D. **Serious Health Condition** - The term "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
- (1) Inpatient care in a hospital, hospice, or residential medical care facility;
  - (2) Continuing treatment by a health care provider.
- E. **Son or Daughter** - The term "son or daughter" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is:
- (1) Under 18 years of age; or
  - (2) 18 years of age or older and incapable of self care because of a mental or physical disability.
- F. **Spouse** - The term "spouse" means a husband or wife.
- G. **Twelve (12) Month Period** - The "12 Month Period" during which the twelve weeks of leave may be taken shall be a rolling twelve month period measured backward from the time an employee uses any of the twelve week leave. Each time an employee takes FMLA leave, the remaining leave entitlement would be any balance of the 12 weeks that has not been used during the immediately preceding 12 months.

**Section 38.03 Eligibility for Leave.** To be eligible for leave, a bargaining unit member must have been employed for at least twelve (12) months in total, and must have worked at least 1250 hours during the twelve (12) month period preceding the commencement of the leave. The leave may be granted for one or more of the following for a total of twelve (12) work weeks of leave during any twelve (12) month period as defined in Section 39.01 (G):

- A. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.

- B. Because of the placement of a son or daughter with the employee for adoption or foster care.
- C. In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.
- D. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

The entitlement to leave under (A) or (B) shall expire at the end of the twelve (12) month period beginning on the date of such birth or placement. Leave under (A) or (B) shall not be taken intermittently or on a reduced leave schedule.

The entitlement to leave under (C) or (D) may be as follows:

1. The leave must be medically necessary. If the leave is so requested then the Employer may require the bargaining unit member to provide medical certification to support a claim for leave for the bargaining unit members own serious health condition or to care for a seriously ill child, spouse or parent. For the employee's own medical leave, the certification must include a statement that the employee is unable to perform the functions of his or her position. For leave to care for a seriously ill child, spouse or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. In its discretion, the company may require a second medical opinion and periodic re-certification at its own expense, may require the binding opinion of a third health care provider, approved jointly by the company and the employee.
2. If medically necessary for a serious health condition of the employee or his or her spouse, child or parent, leave may be taken on an intermittent or reduced leave schedule. If leave is requested on this basis, however, the Employer may require the employee to transfer temporarily to an alternative position which better accommodates recurring periods of absence or a part-time schedule, provided that the position has equivalent pay and benefits.
3. Spouses who are both employed by the Employer are entitled to a total of twelve (12) weeks of leave (rather than twelve weeks each) for the birth or adoption of a child or for the care of a sick parent.

**Section 38.04 Notification and Reporting Requirements.** When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide reasonable prior notice, and make efforts to schedule leave so as not to disrupt Employer's operations. In cases of illness, the employee will be required to report periodically on his or her leave status and intention to return to work.

**Section 38.05 Status of Employee Benefits During Leave of Absence.**

- A. Any bargaining unit member who is granted an approved leave of absence under this policy is advised to provide for the retention of his or her group insurance coverage by arranging to pay the premium contributions during the period of unpaid absence.
- B. In the event that a bargaining unit member elects not to return to work upon completion of an approved unpaid leave of absence, the Employer may recover from the employee the cost of any payments made to maintain the employee's coverage, unless the failure to return to work was for reason beyond the employee's control. Benefit entitlements based upon length of service will be calculated as of the last paid work day prior to the start of the unpaid leave of absence.

**Section 38.06 Completion of Leave Form.** A request for Family and Medical Leave of Absence Form must be originated in duplicate by the bargaining unit member. This form should be completed in detail, signed by the bargaining unit member, submitted to the immediate supervisor for proper approval. If possible, the form should be submitted thirty (30) days in advance of the effective date of the leave.

All requests for family and medical leaves of absence due to illness will include the following information attached to a completed Request for Family and Medical Leave of Absence: Sufficient medical certification stating (1) the date on which the serious health condition commenced; (2) the probable duration of the condition; and (3) the appropriate medical facts within the knowledge of the health care provider regarding the condition. In addition, for purposes of leave to care for a child, spouse, or parent, the certificate should give an estimate of the amount of time that the bargaining unit member's illness, the certificate must state that the bargaining unit member is unable to perform the functions of his or her position. In the case of certification for intermittent leave or leave on a reduced leave schedule for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment must be stated.

**Section 38.07**

- A. Injury leave entitlements used pursuant to Article 32 shall not be deducted from FMLA entitlements.
- B. An employee eligible for leave under FMLA who has forty (40) hours or less of accumulated sick leave remaining may elect to take unpaid leave under FMLA rather than exhaust the remaining sick leave.
- C. All forms of seniority accumulation shall continue during period of FMLA leave.

**NOTE:** The topic of FMLA is also addressed in section 31.06.

**ARTICLE 39  
LAYOFF AND RECALL**

**Section 39.01** No supervisory bargaining unit member shall be laid off before any other sworn member of a lower classification, which has less Agency Seniority. In a case of layoff of bargaining unit employees, the Employer will notify the Union twenty-one (21) days in advance of the effective date of the pending layoff. There will be no displacement between classifications or bargaining units. The Employer and the Union shall meet to discuss possible alternatives. No provisions of the Revised or Administrative Code shall apply to layoffs and this procedure shall be the exclusive procedure.

**Section 39.02** All layoffs in the Sheriff's Office shall be strictly by rank seniority. Recall shall be in reverse order.

**Section 39.03** Employees who are laid off shall be placed on a recall list for a period of thirty-six (36) months. If there is a recall, employees who are still on the recall list shall be recalled, in the reverse order of their layoff. To be eligible for the recall list, employees must maintain, at their own expense, all certifications required by the Ohio Revised Code and/or Ohio Administrative Code.

**Section 39.04** Notice of recall shall be sent to the employee by certified or registered mail. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

**Section 39.05** The recalled employee shall have ten (10) calendar days following the date of mailing of the recall notice to notify the Employer of his intention to return to work and shall have ten (10) days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified.

**Section 38.06** During any period of layoff of bargaining unit employees, the Employer shall give notice to the Union Representative of any job opening(s) for correction officer positions. Bargaining unit employees will be given preference by Agency Seniority for such job openings provided they are otherwise qualified. Bargaining unit employees shall have five (5) calendar days following notice to the Union Representative to notify Employer of his/her intention to return to work and shall have ten (10) days following notice to the Union Representative to report for duty, unless a different date for returning to work is otherwise specified.

**ARTICLE 40  
PERFORMANCE EVALUATIONS**

**Section 40.01 Performance Evaluations.** Signatures of employees shall be required on performance evaluations. Such signing will only mean the employee has read the evaluation. No subsequent comments may be made by the Employer or his designee on the record copies once signed by the employee.

An employee has the right to respond in writing to a performance evaluation and said response shall then become a part of the record.

**Section 40.02** Employee evaluations shall normally be done by the employee's immediate supervisor or bureau commander, at the Employer's discretion.

**Section 40.03** An employee shall be given a copy of any performance evaluation upon written request.

**Section 40.04** Performance evaluations will be kept on file for two (2) years in the employee's personnel file. Upon written request of the employee, when a performance evaluation becomes more than two (2) years old from the date of signing by the Employer, said performance evaluation shall be destroyed by the Employer.

#### **ARTICLE 41 NO STRIKE/NO LOCK OUT**

**Section 41.01** The Employer and the Union recognize that a strike would create a clear and present danger to the health and safety of the public and that the Agreement provides machinery for the orderly resolution of grievances. The parties therefore agree to the following:

A. During the term of this Agreement, the Union shall not authorize, cause, engage in, sanction or assist in any sick call, work stoppage, strike, sympathy strike, or slowdown which affects the Employer or his operations. Should any employee(s) engage in a sick call, work stoppage, strike, sympathy strike or slowdown, the Union will promptly do whatever it can to prevent or stop such unauthorized acts, including the preparation of a letter addressed to the Employer stating: "The strike action is not sanctioned and all employees should return to work immediately," signed by the ranking Union officer in the local.

**Section 41.02** During the term of this Agreement, the Employer shall not cause, permit or engage in any lockout of its employees unless those employees shall have violated Section .01 of this Article.

**Section 41.03** Nothing in this Article shall be construed to limit or abridge the Employer's or the Union's right to seek other available remedies provided by law to deal with any authorized, unauthorized or lawful strikes.

#### **ARTICLE 42 INTEROFFICE MAILING SYSTEM**

**Section 42.01** The Union shall be allowed to use the existing interoffice mailing system of the Employer. Such use must be reasonable as to size and volume sanctioned by the Union in accordance with prescribed policies of the Employer. The Employer shall be held harmless for the deliveries stemming from such use. No literature involving political activity prohibited by the Ohio Revised Code 124.57 shall be distributed. The Union's use of the interoffice mailing system shall be the responsibility of its officer coordinator or of that person's designee.

### ARTICLE 43 HEALTH AND SAFETY

**Section 43.01** Occupational safety and health is the mutual concern of the Employer, the Union and the employees. The Union will cooperate with the Employer in encouraging employees to observe applicable safety rules and regulations.

**Section 43.02** The Employer shall make reasonable provisions for the safety and health of the employees while on duty.

**Section 43.03** All employees are responsible for notifying the Employer of any equipment or working conditions which the employee believes to be unsafe. The reporting of such conditions shall be to the Sheriff or his designee. The Employer will take reasonable precautions to insure that all equipment is in safe condition.

**Section 43.04** The Employer shall not instruct an employee to operate any equipment which anyone in the exercise of ordinary care would reasonably know such operation might cause injury to the employee or anyone else. An employee shall not be subject to disciplinary action by reason of his/her failure or refusal to operate any such unsafe piece of equipment. In the event that a disagreement arises between the Employer and the employee concerning the question of whether or not a particular piece of equipment is unsafe, the equipment shall not be operated until an appropriate qualified repairman has inspected the equipment and deemed it to be safe for operation.

**Section 43.05** Employees shall not be disciplined for failure or refusal to engage in unsafe practices in violation of applicable federal, state, local or departmental safety laws or regulations. In the event that a disagreement arises between the employee and his/her supervisor concerning the question of whether or not a particular directive or practice is unsafe, the Sheriff and the Union shall schedule a labor/management meeting to try to resolve the matter. Any question concerning the propriety if directives or practices may be resolved in the grievance procedure.

**Section 43.06** The parties agree that any safety concerns may be addressed in accordance with Article 7, Labor/Management Meetings.

### ARTICLE 44 TRAINING

**Section 44.01** The Employer and the Union agree that in order to maintain professionalism and efficiency in the Richland County Sheriff's Office, the Employer will develop and maintain a training program for its employees.

**Section 44.02** The Employer may reassign an employee of this bargaining unit to different hours on the days the employee is regularly scheduled to work for training purposes only. During such period of assignment the employee shall continue to receive his or her shift differential pay if at the time of the reassignment such employee was receiving differential pay.

**Section 44.03** Any member of the bargaining unit who is attending a training seminar, school or other related educational program shall be compensated at a rate of 1-1/2 times of his/her normal rate of pay for any hours beyond eight (8) hours of training in a twenty-four (24) hour period. This shall include compensation at the same rate for travel time involved while traveling to and from the training location, and is beyond the eight (8) hours of training and travel time combined.

**Section 44.04** Any time an employee is required to attend an overnight trip for training as listed in .02 and .03 of this Article, the employee shall be reimbursed for transportation, meal and lodging. Employees seeking reimbursement shall provide the Employer with receipts for the relevant expenses. Employees will be reimbursed for the actual cost of meals, not to exceed twelve dollars (\$12.00) for dinner, seven dollars (\$7.00) for lunch and six dollars (\$6.00) for breakfast. Employees shall not be reimbursed for alcoholic beverages.

**Section 44.05** The Employer shall not require an employee to waive any part of this Article as a condition of attending a school or training program where attendance is required by the Employer.

**Section 44.06** Any member of the bargaining unit who is required by the Employer to attend any training on and regularly scheduled day off shall receive compensation in accordance with Article 15.

## **ARTICLE 45 BACK UP/OFF DUTY WEAPONS**

**Section 45.01** Members of the bargaining unit may carry back up/off duty firearm at their discretion based upon the following stipulations:

- A. The employee shall complete and submit a back up/off duty firearm request form and receive written approval from the appointing authority prior to carrying a back up/off duty firearm.
- B. The employee shall complete and qualify on a prescribed back up/off duty firearm qualifications course prior to carrying a back up/off duty firearm.
- C. The back up / off duty firearm must be carried concealed on the employee's person, Or, in case of an AR-15 or other law enforcement rifle, the weapon shall be secured in the deputy's assigned cruiser.
- D. Carrying a back up/off duty firearm is discretionary. The firearm, holster and ammunition must be purchased by the employee.
- E. The Employer shall provide to the employee the firearm, holster and ammunition the Employer requires said employee to use on duty.
- F. Members shall be permitted to carry a back-up / off duty firearm anywhere in the state of Ohio, except when specifically prohibited from doing so by state law.
- G. Bargaining unit members are permitted to carry any firearm for which they have been OPOTA certified to carry.

**Section 45.02** Employees who meet the above listed requirements shall have their requests to carry back up / off duty firearms approved and said request shall not be arbitrarily denied.

**Section 45.03** The Employer shall provide to the employee the holster the Employer requires said employee to wear on duty. The employee may, at his/her expense, purchase a holster manufactured to be used with the issued firearm to carry said firearm off duty. Holsters for back up/off duty firearms shall be the sole responsibility of the employee.

**Section 45.04 Purchase of Service Weapon.** A member who honorably retires from active duty may purchase his/her service weapon from the Sheriff's Office if the member has five or more years of continuous service with the Department. The cost of the service weapon shall be One Dollar (\$1.00).

#### **ARTICLE 46 RECEIPT OF DOCUMENTS**

**Section 46.01** Employees in this Union will not be required or ordered to sign any documents relating to administrative matters, except to acknowledge receipt of said document. Employees, upon written request, will be given a copy of any document which he/she signs.

#### **ARTICLE 47 ARRESTS**

**Section 47.01** Any Employee who makes an arrest solely upon the direction of their supervisor shall only be responsible for the portion of the arrest paperwork, if any, related to their observations and actions.

#### **ARTICLE 48 ORDERS**

**Section 48.01** An employee may request that an order be placed in writing as soon as possible and practical when the employee believes the order to be immoral, illegal, unethical, or contrary to the department S.O.P. The Employer shall not unreasonably deny such request. An employee shall not unreasonably request written orders, and such requests shall not be made for the purpose of harassing the Employer.

#### **ARTICLE 49 VEHICLE MAINTENANCE**

**Section 49.01** Employees shall only be required to have their cruisers washed on regular working time and at the Employer's expense.

**Section 49.02** Since vehicle maintenance is not a part of a bargaining unit member's job description or expertise, members of this bargaining unit shall not be required to perform any maintenance to any vehicle other than to check and maintain fluid levels, but may perform minor maintenance repairs in their own discretion.

**ARTICLE 50  
BULLETIN BOARDS**

**Section 50.01** The Employer agrees to provide one (1) bulletin board in an agreed upon area for the sole use of the Union.

**Section 50.02** The Union notices which appear on the bulletin board shall be signed, posted and removed by the Officer Associate.

**Section 50.03** It is also understood that no material may be posted on the Union bulletin board at any time which contains the following:

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

**ARTICLE 51  
SHIFT TRADE**

**Section 51.01** By the mutual agreement between the involved employees and the affected Bureau Commander, members of the bargaining unit assigned to the same job classification may trade scheduled work days. Shift trades of seven (7) days or more shall be offered by seniority within the perspective shifts. Approval for such shift trade shall not be unreasonably denied by the Bureau Commander. The accumulative duration of shift trades by any one employee shall be limited to ninety (90) days in a rolling twelve months. Shift trades must be accomplished within the same pay period.

**Section 51.02** During a mutually agreed upon shift trade by two (2) employees, no overtime shall be paid to either employee due to working more than eight (8) hours in a twenty-four (24) hour period.

**Section 51.03** Shift differential pay shall be paid to the employee working the shift.

**ARTICLE 52  
UNIFORMS**

**Section 52.01** The Employer shall provide each employee in the bargaining unit with the uniform the Employer requires them to wear, except underwear, socks, and optional personalized items; however, the Employer will also provide dry cleaning services for uniforms. Dry cleaning services are limited to \$35.00 per month for each bargaining unit member.

**Section 52.02** Uniform allowance for "Plain Clothes" bargaining unit members shall be four hundred dollar (\$400.00) per calendar year. The said allowances shall be paid through payroll as a taxable income. The Employer shall also provide up to thirty-five dollars (\$35.00) per month for dry cleaning of civilian clothes for those employees who work in plain clothes. The Employer shall replace clothing damaged while on duty. Any damaged clothing reimbursements shall not be deducted from the four hundred dollar (\$400.00) allowance. The Sheriff or his designee shall determine when this is applicable.

**Section 52.03** Upon termination of employment for any reason, an employee must return his/her uniform(s) to the Employer.

**Section 52.04** If the personal property of a member of the bargaining unit is lost, damaged, or destroyed as a result of actions arising out of a member's performance of official duties, the Employer shall compensate the member for the property, repair the property or replace the property. Items to be compensated and limits of compensation in excess of one hundred dollars (\$100.00) shall be determined by mutual agreement between the Sheriff and the Union.

### **ARTICLE 53 POLICE OLYMPIC COMPETITION**

**Section 53.01** The Employer shall grant employees paid leave to participate in the Ohio Police Olympic Competition, manpower permitting. Any leave so granted shall not exceed the time required for actual participation in the competition, plus a reasonable time for travel to and from the site as well as a reasonable time for pre-competition training at the site.

**Section 53.02** The Employer may also grant similar time off with full pay and benefits for employees to engage in similar police oriented competition.

### **ARTICLE 54 TRAINING OFFICER/COORDINATOR**

**Section 54.01 Hours** The Training Officer / Coordinator shall be assigned to work five (5) consecutive eight (8) hour days, Monday through Friday, between the hours of 0800 – 1600. He / She shall be given flexible hours and shifts specifically for the purpose of training only.

The Training Officer / Coordinator will be compensated for flexible hours in accordance with Article 18 of this Agreement.

**Section 54.02 Duties** The Training Officer / Coordinator will work with agencies outside the Sheriff's Office to assist them in any training requirements. He / She will be the liaison between the Sheriff's Office and the County Risk Management Office.

The Training Officer / Coordinator will work with specialized units within the Sheriff's Office to assist them in any training requirements. These specialized units include the following:

- Dive Team

- K-9 Team
- ASORT Team

The Training Officer / Coordinator will be the liaison officer between the Sheriff's Office and the Department's specialized units.

**Section 54.03 Filling of Position** If for any reason the current officer no longer holds this position, this position will be filled in accordance with the following selection process:

The position of Training Officer / Coordinator will be decided by a point system based on the following categories where applicable:

- A. **Rank Seniority.** Seniority will be determined by time in the current rank, one (1) point for every completed year up to the interview date.
- B. **Interviews.** Interviews are worth a maximum of thirty (30) points. The interviewing panel shall consist of at least three (3) interviewers. The panel shall be mutually agreed upon between the Employer and the Union. The interview will consist of ten (10) questions; each question shall be worth a maximum of three (3) points. The final interview score will be an average of all interviewers.
- C. **Résumés.** Applicants for the Training Officer / Coordinator will submit a Résumé to the Interviewing panel—one copy for each interviewer—that shall be worth a maximum of ten (10) points. Submitted résumés will take into consideration applicable skills, knowledge, education, experience, and/or other factors relevant to the Training Officer / Coordinator position.
- D. **Discipline.** Points will be subtracted from the Applicants who have discipline in their active personnel file, in the following manner:

- Group I Offenses: Minus two (2) points
- Group II Offenses: Minus four (4) points
- Group III Offenses: Minus six (6) points

**ARTICLE 55  
RATO DAYS**

**Section 55.01 RATO Days.** Employees within this bargaining unit are entitled to RATO days with pay after one (1) year of service with the Employer. The amount of RATO days to which an employee is entitled is based upon years of service.

<u>Years of Service</u>	<u>RATO Days</u>		<u>Max. Accum.</u>
less than one year	none		
one (1) year but less than five (5) years	16 hours	2 days	4 days
five (5) years but less than ten (10) years	24 hours	3 days	6 days

ten (10) years but less than twenty (20) years	32 hours	4 days	8 days
twenty (20) years to retirement	40 hours	5 days	10 days

**Section 55.02 Increment for Use.** The minimum chargeable amount of RATO shall be one (1) day.

**Section 55.03 Maximum Accumulation.** An employee may carry indefinitely the amount of time which he/she receives for two (2) calendar years, but may not exceed that amount. In the event that an employee's RATO bank does exceed the maximum allowable amount, the employee must be given ninety (90) days written notice in which to reduce their RATO bank. In the event that the employee, after being so notified, fails to reduce his/her RATO bank, the Employer shall reduce the amount of the employee's RATO days by scheduling RATO time for said employee. The mandated RATO days scheduled by the Employer for said employee shall not reduce the employee's RATO bank lower than the maximum amount of hours allowed in this Agreement. In the event an employee leaves county employment, he/she shall be paid his/her equivalence of banked unused RATO days as done in accordance with an employee's vacation time.

#### ARTICLE 56 FLEX HOURS

**Section 56.01** Upon mutual agreement between bargaining unit members and the Employer, Captains may choose to flex their hours with the approval of their supervisor, for the following reasons:

- A. To conduct training, observe, conduct investigations, personnel problems and departmental emergencies.
- B. Flex hours cannot be used to avoid the payment of overtime.

#### ARTICLE 57 ALTERNATIVE DISPUTE RESOLUTION PROCEDURE

**Section 57.01** The procedure contained in this Article shall govern the negotiation of a successor agreement and shall supersede R.C. 4117.14 except as herein provided.

No earlier than one hundred twenty (120) days prior to the expiration of this agreement, either party may file with the State Employment Relations Board and serve upon the other party a Notice to Negotiate.

The parties shall thereafter meet and bargain collectively to reach a successor agreement.

The current agreement between the parties shall remain in full force and effect until the successor agreement is completed as provided in this Article.

**Section 57.02** At any time not more than sixty (60) days before the expiration of the current agreement, either party may declare the negotiations to be at impasse. The party declaring

impasse shall promptly contact the Federal Mediation and Conciliation Service to appoint a mediator to meet with the parties and assist them in reaching an agreement.

**Section 57.03** In the event an agreement is not reached through mediation, but no earlier than twenty (20) days before the expiration of the agreement, either party may elect to submit all remaining unresolved issues to binding conciliation on a final offer settlement basis.

**Section 57.04** The parties shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service and by means of the alternative strike method, select a Conciliator. All unresolved issues shall be submitted to the Conciliator on a final offer basis. The Conciliator shall set a mutually convenient time and place for the hearing. At least five (5) days prior to the hearing each party shall submit to the Conciliator and serve upon the other party a written statement as to each unresolved issue and the language by which the party proposes to resolve it. The Conciliator shall have the powers of an arbitrator, including the authority to issue subpoenas for the hearing upon the written request of either party. He/she shall hear the evidence and apply the criteria of R.C. 4117.14(G)(7) and the State Employment Relations Board Conciliation Hearing and Report Guidelines. The Conciliator shall issue a written report and resolve each issue submitted by selecting on an issue by issue basis between the final settlement offers may be the parties and shall issue a final offer settlement award. The final report of the Conciliator is subject to Chapter 2711 Revised Code. Each party shall pay one-half (1/2) of the cost of the conciliation procedure. The references to the Ohio Revised Code contained in this section are meant to apply the law to the interpretation of this contract as it exists as of January 1, 2005.

**Section 57.05** The issuance of a final offer settlement award constitutes a binding mandate to the Employer and the Union to take whatever action may be necessary to implement the award. Both parties agree to be bound by the award and order on all issues resolved by the Conciliator and all issues previously resolved by agreement of the parties during negotiations. This award, order and all tentatively agreed upon issues, shall constitute the new Collective Bargaining Agreement without the necessity of either party taking further action. However, the parties may, if they desire to do so by agreement, execute a new Collective Bargaining Agreement, including the award and order of the Conciliator and all tentatively agreed upon issues not submitted to the Conciliator for resolution.

## **ARTICLE 58 MID-TERM BARGAINING**

(A) If, during the term of the Contract, mid-term bargaining is required under Ohio Revised Code Section 4117, the parties shall meet and bargain, except where immediate action is required due to (1) exigent circumstances that were unforeseen at the time of negotiations, or (2) legislative action taken by a higher level legislative body after the agreement became effective and requires a change to conform to the statute. If the Sheriff takes immediate action due to "exigent circumstances" or "legislative action" as noted above, this Article does not limit the Union's rights before the State Employment Relations Board.

In the event the Sheriff finds it necessary to implement change(s) during the term of this Contract to a mandatory subject of bargaining, and such changes are not otherwise specifically addressed

in a provision of this Contract, the Sheriff shall notify the Union of the proposed change(s). The Union may, within ten (10) calendar days of such notice, submit a written demand to bargain the effects of the implementation of the changes affecting members of the bargaining unit unless such changes are specifically addressed in a provision of this Contract.

**(B)** Should the Union request negotiations, the parties shall engage in good faith bargaining for a period of not less than five (5) days and not more than ten (10) days. Bargaining shall be conducted by teams consisting of not more than four (4) persons, unless a larger number is mutually agreed to by the Sheriff and the Union.

**(C)** If the bargaining teams have not reached agreement by the end of the bargaining period, the parties will engage in mediation for a period of not more than ten (10) days, or until a resolution is reached or impasse is declared by either party, whichever first occurs. The mediator shall be assigned by the State Employment Relations Board, unless the parties mutually agree on a mediator.

**(D)** If the parties have not reached agreement by the end of the mediation period or upon declaration of impasse by either party, the Sheriff may implement its last offer to the Union. If the Sheriff elects to so implement, the Sheriff shall submit the unresolved issue(s) to arbitration. In the alternative, the Sheriff may elect to submit the unresolved issue(s) to arbitration and maintain the status quo until the arbitration award is issued. The arbitrator shall be selected and the hearing conducted in accordance with the provisions outlined below. If the Sheriff elects to maintain the status quo pending arbitration and the Union then elects to decline arbitration of the dispute, the Sheriff may implement its last offer to the Union.

**(E)** If the Sheriff does not refer the unresolved issue(s) to arbitration, the Sheriff shall maintain the status quo and shall have no authority to implement the changes which were the subject of negotiations.

**(F)** Once the Sheriff elects to submit the unresolved issues to binding arbitration, the parties shall be confined to a choice of the last offer of each party on each issue submitted.

1. Arbitrator. An arbitrator may be chosen by mutual agreement, or absent mutual agreement, by soliciting a list of Seven (7) arbitrators who are a resident of the State of Ohio from the State Employment Relations Board. The Union and the Sheriff will select an arbitrator from the list by alternate striking of names, and the arbitrator will be notified of his or her selection within five (5) days of the receipt of the list. The Union will strike the first name.

2. Arbitration Guidelines. The following guidelines shall apply to arbitration proceedings under this Article:

a. The parties shall arrange for an arbitration hearing to be held not later than twenty (20) days after the selection of the arbitrator. Not later than five (5) days before the arbitration hearing, each of the parties shall submit to the arbitrator and the opposing party a written report summarizing the unresolved issue(s), each party's final offer as to the issue(s), and the rationale for their position(s).

b. At the arbitration hearing, the arbitrator may hear testimony from the parties and accept other evidence relevant to the issues in dispute.

c. After the hearing, the arbitrator shall resolve the dispute between the Sheriff and the Union by selecting, on an issue-by-issue basis, from between each of the party's final offers, taking into consideration the following:

- (i) Past Agreements between the parties;
- (ii) Comparison of the issues submitted to arbitration and each party's final offer as to each issue with the wages, hours, and terms and conditions of employment generally prevailing in Police Departments of similar size operating under similar circumstances;
- (iii) The interests and welfare of the public, the ability of the Sheriff to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
- (iv) The lawful authority of the Sheriff;
- (v) The stipulation of the parties;
- (vi) Such other factors as may be relevant to the arbitrator's decision.

d. Within thirty (30) calendar days of receipt of the arbitrator's decision, the Sheriff shall either: (a) implement the modifications in the conditions of employment in accordance with the arbitrator's decision, or (b) abandon the proposed changes in the conditions of employment and maintain or revert to the status quo.

3. Arbitration Costs –The cost of the arbitration procedure shall be paid equally between the parties, however, each party to be responsible for its own attorney's and/or consultant's fees.

## ARTICLE 59 POLITICAL ACTIVITY

**Section 59.01.** In addition to other rights and notwithstanding ORC 124.57:

A. A member may participate in the FOP Lodge's political screening committee. Such participation may be directed towards the endorsement and support of partisan political candidates solely on behalf of the FOP Lodge, provided that the member undertakes such participation while off-duty, while not in identifiable uniform, and does not represent that his or her participation is either undertaken in his official capacity as an employee of the County, or is sanctioned by the County.

**B.** A member is permitted to express freely his or her personal political opinions and to exercise his or her right to vote in political elections, except that a member shall not:

1. Be required to contribute to any political candidate, party or activity;
2. Be required to sign nominating petitions, campaign for, endorse or otherwise participate in political campaigns for any elected position within the County;

**C.** Notwithstanding ORC 124.57, a Member may be an officer or member of the Richland County Republican or Democratic Central Committees.

## **ARTICLE 60 DRUG & ALCOHOL POLICY**

**Section 60.01** During the course of this Agreement, the parties agree to participate in the process of coordinating, developing and implementing a Drug and Alcohol Policy for the Richland County employees, as facilitated by the Employee Participation Council. Furthermore, it is understood and agreed to that the Employer will not implement the above mentioned policy without agreement from the union.

## **ARTICLE 61 DURATION**

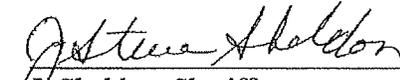
**Section 610.01** This Agreement shall be in full force and effect beginning January 1, 2013 through December 31, 2015. Either party desiring to modify, amend or terminate this Agreement shall give written notice of such intent no earlier than one hundred and twenty (120) calendar days prior to the termination date of this Agreement.

**Section 61.02** 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 or regulation from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of those rights and opportunities are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject matter to any referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though the subject matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

**SIGNATURE PAGE**

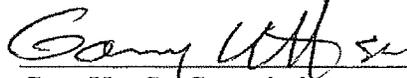
IN WITNESS WHEREOF, the parties have set their hands this 21<sup>st</sup> day of Nov, 2013

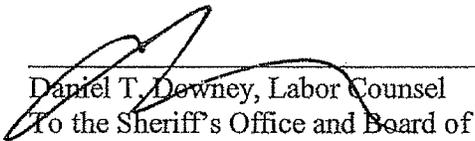
FOR THE EMPLOYER

  
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J. Sheldon, Sheriff

  
\_\_\_\_\_  
Timothy A. Wert, Commissioner

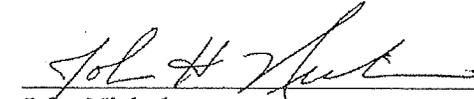
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Edward W. Olsen, Commissioner

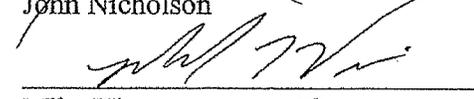
  
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Gary Utt, Sr. Commissioner

  
\_\_\_\_\_  
Daniel T. Downey, Labor Counsel  
To the Sheriff's Office and Board of  
County Commissioner

  
\_\_\_\_\_  
Kelly Ciccolani, Director of Human  
Resources, Richland County

FOR THE UNION

  
\_\_\_\_\_  
John Nicholson

  
\_\_\_\_\_  
Mike Viars

  
\_\_\_\_\_  
William Gordon

  
\_\_\_\_\_  
Chuck Choate  
FOP/OLC Staff Representative

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF :

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

and,

RICHLAND COUNTY SHERIFF,  
EMPLOYER.

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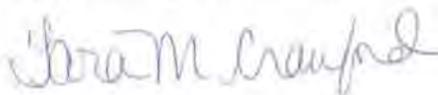
CASE NO.(S): 12-MED-09-0855  
(Sergeants, Lieutenants, Captains)

(This will close the open case for  
Case No.(s): 11-MED-09-1217)

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files the Collective Bargaining Agreement executed between the parties in the above captioned case(s). The Contract Data Summary Sheet will be forthcoming.

Respectfully Submitted,



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

cc: Mr. J. Quinn Dorgan, [jdorgan@westonhurd.com](mailto:jdorgan@westonhurd.com)