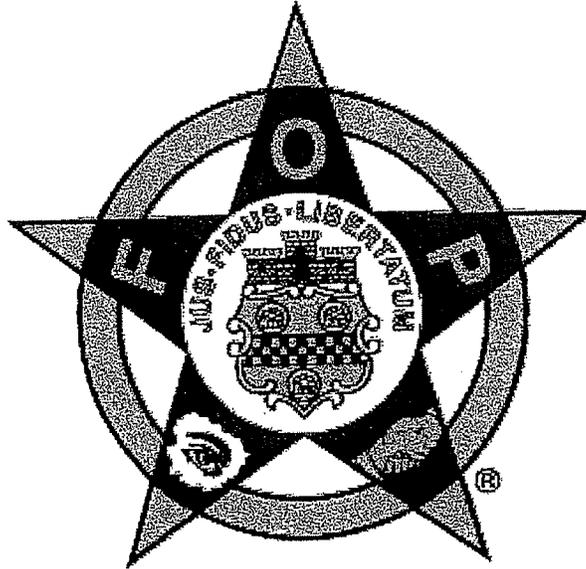




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AGREEMENT BETWEEN THE RICHLAND COUNTY SHERIFF'S OFFICE



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

**CORRECTIONS OFFICERS AND
CLERICAL/TECHNICAL
EMPLOYEES AGREEMENT**

EFFECTIVE: JANUARY 1, 2013

EXPIRES: DECEMBER 15, 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 Non Deputies), effective on the date of execution, for the purpose of promoting cooperation and continuous harmonious relations between the Employer, its employees and their representatives and the Union.

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 be invalid by the operation of law existing now 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 by good-faith negotiations.

Section 1.04 The 2013-2015 Agreement shall be reduced to booklet form with the costs being equally shared by both parties. The Employer will provide one (1) copy of this Agreement to each employee in the bargaining unit after the effective date of this Agreement.

**ARTICLE 2
RECOGNITION**

The Employer recognizes the Union as the exclusive bargaining agent for the following units referred to throughout this agreement as "employees."

Richland County Sheriff - Unit 1

(Correction Officers, Corrections Sergeants and Corrections Lieutenants)

Richland County Sheriff - Unit 2

(Civilians - Crime Lab, Secretaries, Clerks, Civil)

The position of Secretary to the Sheriff and Clerical Supervisor shall be excluded from the bargaining unit.

Section 2.02 Notwithstanding the provisions of this Article, management, confidential, professional, supervisory, casual, temporary, seasonal employees and employees not meeting the definition of "public employee" under Chapter 4117 of the Revised Code shall not be included in the bargaining units.

Section 2.03 Full-time employees are those who are regularly scheduled to work more than thirty-five (35) hours per week.

Section 2.04 Probationary Period. Each person entering Employer's service is required to complete a probationary period of one year.

- A. A probationary employee who is a new hire may be separated at any time during the probationary period for any reason. During the probationary period, the individual may be terminated if, in the judgment of the Employer, the employee's fitness and/or quality of work are not such as to merit continuation of employment as reflected in the individual's performance evaluations. Employees removed during the probationary period are entitled to a meeting similar to a pre-disciplinary hearing prior to the removal. Such removal shall be without recourse to the grievance procedure or appeal to the State Personnel Board of Review.
- B. Either their field-training officer or shift commander shall do performance evaluations every sixty (60) days on probationary employees.
- C. A probationary employee may be assigned to different shifts for no less than a one (1) month period for training purposes during the first six (6) months of their probationary period. The probationary employee shall then be able to bid on his/her shift preference at the next regular shift selection by seniority.
- D. Probationary employees shall not be eligible for overtime until completion of Employer's Field Training Program.

ARTICLE 3 FAIR SHARE FEE AND DUES DEDUCTION

Section 3.01 It is hereby agreed between the Employer and the Labor Council that thirty (30) days following the beginning of employment or the effective date of this agreement, whichever is later, every employee in the bargaining unit shall either become a dues paying member of the Labor Council, or remit a fair share fee in an amount not to exceed the dues of said employee organization. Fair share fees shall be an automatic monthly deduction. Dues deduction shall require a voluntary dues authorization signed by the employee electing such deduction.

The Employer agrees to remit said dues and/or fair share fees directly to the Fraternal Order of Police, Ohio Labor Council, Inc., 222 East Town Street, Columbus, Ohio, 43215, on a monthly basis.

Any changes in the amount of dues and fair share fees to be deducted shall be certified by the Labor Council, in writing to the Employer, at least thirty (30) days in advance of the effective date of the change.

Any non-member of the Labor Council may exercise the option provided in Section 4117.09 (C) of the Ohio Revised Code for Charitable Contributions.

Section 3.02 Any non-member of the Labor Council may apply for reimbursement of any portion of the fair share fee amount, not used for collective bargaining and representation purposes, to the reimbursement committee of the Labor Council as provided under Section 4117.09 (C) of the Ohio Revised Code.

Section 3.03 The Labor Council agrees to indemnify and hold the Employer harmless from any and all liabilities or damages (claims, actions, or proceedings) which may arise from the performance of its obligations under this article. Once dues and fair share fees are remitted to the Labor Council, their disposition thereafter shall be the sole obligation and responsibility of the Labor Council.

Section 3.04 The Employer shall deduct F.O.P./O.L.C. dues, in equal amounts, from the first and last pay each month.

ARTICLE 4 UNION BUSINESS AND OFFICIALS ROSTER

Section 4.01 The Union shall submit in writing the name of any employee who is to act as 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 to the Employer 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 Office Associate. The authorized function and responsibilities of the Office Associate, and an alternate to replace the Office 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 Office Associate shall be reasonably released from his/her normal duty hours upon written request to the Jail Administrator 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 over Union business.

The Office 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 Office Associate may be granted by the Jail Administrator within his sole discretion.

Section 4.04 Union leave shall be provided the Office Associate for a maximum of seven (7) days per year to be used to attend Union conventions. The Union shall inform the Employer as to 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 Sheriff's Office.

Section 4.05 Negotiations. Reasonable provisions shall be made by the Employer so that bargaining unit members, which consist of Office Associate and four (4) 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 five (5) 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 during All Hands Day when the training for All Hands Day is not mandatory. The Office Associate shall submit a written request to the Jail Administrator for approval of training. Scheduling for this training will be coordinated between the Jail Administrator and the Office Associate. Allowances for this training, as long as it is within reason, will not be arbitrarily withheld but will be subject to manpower coverage. Under no circumstances will overtime be paid for this training. Such training shall occur no more than twice each year.

Section 4.07 County vehicles can be used for union business upon the approval of the Jail Administrator.

Section 4.08 Maximum number of hours for preparation by the negotiating committee will be sixty (60) hours per person and will be subject to the approval of the Jail Administrator.

ARTICLE 5 EFFECT OF AGREEMENT

Section 5.01 This Agreement is a final and complete agreement of all negotiated items that are 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 negotiating sessions to alter or amend the basic agreement.

**ARTICLE 8
BARGAINING UNIT WORK**

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

Section 8.02 The Sheriff agrees not to contract out work customarily performed by members of bargaining unit 1 or members of the Clerical and Civil positions.

**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 carried out in private, out of public view and in a business like manner. Any employee in disagreement with a

suspension or a discharge may file a grievance in accordance with the grievance procedure contained in the 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, a written 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 Department 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 employees' 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 the respective employee might add inaccuracies of any document in his/her file to the file. 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 by writing to their mailbox, and, if possible, by 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 shall review the personnel file with the Prosecutor's Office to ensure that it contains no confidential material 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 requesting review of the personnel file 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 unproved allegations of misconduct made against an employee shall not be used in any disciplinary action nor be shared outside the department. Any records, reports, memoranda, etc. of unsubstantiated or unproved 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 unproved 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 breath test and standardized field sobriety tests may be administered, if:

- 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 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 operator of the polygraph examination and post interview but not during the actual polygraph 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 a 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 Definition. 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 Time Limits. 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 Procedure. It is the 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 Jail Administrator. 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 Jail Administrator 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 Jail Administrator and whether the grievant wishes to have a representative present for this meeting. The Jail Administrator under this Article means the employee normally supervising the shift under which the aggrieved employee is assigned.

If a meeting is requested, the Jail Administrator 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 Jail Administrator shall issue a response to the grievance 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 Jail Administrator 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 Sheriff. If the grievance is not resolved in Step 1, 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 Jail Administrator'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 to the grievance 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 to the written grievance within seven (7) working days of receiving the written grievance, as set forth in Section 11.08 of this Article.

STEP 3 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 Services (FMCS); within five (5) calendar 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 (1) 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 an arbitrator for the grievance. Either party shall have the right to reject one list submitted by 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 witnesses to testify in its case. Each party shall pay one-half of the expenses incident to the cost of the services of the 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/her 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 of 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 provided above.
- 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. Aggrieved employee's name and signature;
- B. Aggrieved employee's classification, if known;
- C. Date grievance was filed in writing;
- D. Date 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 section of the agreement violated; and
- H. Desired remedy to resolve the grievance.

Section 11.06 Grievants. Any employee covered by this agreement may bring a grievance. 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/grievant.

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 letting 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 agreement was violated and the suggested remedy. A copy of this report shall be given to the Sheriff, the grieved employee and the Office Associate.

ARTICLE 12 CLASSIFICATION/RANK SENIORITY

Section 12.01 Definition of Seniority. Effective 3-29-05, Classification seniority shall be defined as the total length of continuous service in a classification specified in the Recognition, Article 2. Classification seniority shall be awarded after the successful completion of the probationary period and shall be retroactive to the date of assignment. Except where specifically stated otherwise, the term "seniority" shall also mean classification seniority.

An employee who changes classification or is promoted outside the bargaining unit and remains employed with the Sheriff's Office shall not have their classification seniority reinstated unless they return to the bargaining unit within one year.

Section 12.02 Watch. The Definition of watch is: one of three eight (8) hour periods everyday to which employees are routinely scheduled for their regular work (plus a fourth watch-mid-watch: used on an as needed basis as directed by the Sheriff). Watches in the Richland County Sheriff's Office are: 0600-1400; 1400-2200; 2200-0600; and, mid-watch - as designated by the Sheriff. Watch and rotation preference shall be provided so the employees within a bureau or section have the opportunity biannually to change the watch and rotation to which they are assigned. Watch and rotation preference will continue for six (6) month periods from the first pay period following April 1st and October 1st. Each employee shall submit his/her request by March 15 and September 15. Watch and rotation preference requests shall be granted in line with seniority for the number of watch and rotation positions to be staffed at the start of the work cycle. Any watch and rotation preference shall apply to only those employees who have continuous service for at least one (1) year. The right to watch and rotation preference according to seniority is applied only within that section or bureau to which an officer is assigned.

Whenever a member of bargaining unit 1 is married to, or in a romantic cohabiting relationship with or in an admitted romantic relationship with, another employee of the Sheriff's Office who is assigned to the same watch, regardless of whether or not the other employee is a member of the same bargaining unit, and that employee is the bargaining unit member's superior, the most senior such employee may be transferred to a different watch. In any such situation, the employer shall endeavor to only transfer an employee to another watch, provided that employee would have more seniority than the least senior person currently assigned to that watch. This transfer may be made for the duration of the relationship. Both employees may also be placed at the bottom of the seniority list for purposes of shift bid. An employee is a bargaining unit member's superior if the employee is of higher rank.

Exceptions to the language in the previous paragraph are assignments to the Records, Medical, Food Service, Crime Lab and all other Unit 2 positions.

Section 12.03 Termination of classification 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 of 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.
- F. If the employee leaves the bargaining unit and does not return within one year.

Section 12.04 Reassignment. Members who are reassigned shall have the ability to utilize seniority for shift preference.

Section 12.05 Work-Related Preference. In determining work related preferences between two (2) or more employees, only in matters of watch selections, and inter-division assignments, Classification seniority shall determine preference.

Section 12.06 Bi-Annual Watch Preferences, Bumping. At each bi-annual watch and rotation preference, any employee may bump another employee with less seniority. All bumping must be done by employees within the same division.

ARTICLE 13 FILLING OF POSITIONS/PROMOTIONAL TEST

Section 13.01 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 13.02 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 vacancy.

Section 13.03 Filling of vacancies. /New Assignments/Special Assignments.

When the Employer determines there is a position opening in a recognized division of the Sheriff's Office and the Employer intends to fill the position, a written notice shall be posted, on the bulletin board where the employee notices are usually posted, for ten (10) days prior to filling the position. Written applications must be received in the Personnel Department by the close of business on the last regular business day (Monday – Friday) prior to the end of the ten (10) day period. The posting shall contain a description of the posting to be filled, basic and special qualifications required, days off, and work shift. If more than one employee applies the position shall be awarded subject to the following point system:

- A. Evaluations** – Twenty (20) points maximum. The Employer will provide up to twenty points based on the member's annual evaluation scores. This provision will apply beginning in 2009. The employer will develop a mutually agreed upon evaluation system in 2008 and will be in use for at least one (1) year prior to the use in filling a vacancy.
- B. Disciplinary Record** – Twenty (20) points maximum.
 - 1. Two (2) points will be deducted for each Group I Offense, or an equivalent violation, in the candidate's active personnel file.
 - 2. Four (4) points will be deducted for each Group II Offenses in the candidate's active personnel file.

3. Six (6) points will be deducted for each Group III Offense in the candidate's active personnel file.

C. Work Experience – Twenty (20) points maximum.

1. Internal Experience – Ten (10) points will be accumulated if the candidate has participated in the field of the posted position while a member of the Richland County Sheriff's Office.
2. External Experience:
 - a. Schooling – Five (5) points will be accumulated if the candidate has received documented schooling or attended training specific to the posting. This may or may not have been while the candidate was a member of the Richland County Sheriff's Office
 - b. Experience – Five (5) points will be accumulated if the candidate has experience in the posted field while not a member of the Richland County Sheriff's Office.

D. Rank Seniority – Twenty (20) points maximum. One (1) point will be accumulated for each year of rank seniority up to the posting deadline. Rank seniority shall be used as defined in Article 12.

E. Personnel Interview – Twenty (20) points maximum. The Employer will conduct interviews. The FOP/OLC will be permitted to appoint one (1) member to monitor the interview.

Section 13.04 Promotions. For promotional appointments, the Employer shall consider only applications of employees that have been employed by Richland County Sheriff's Department in the next lower classification with the Civilians and Corrections classifications being equal. For the purposes of this section, a vacancy in the deputy sheriff's position shall be open to Civilians and Corrections personnel equally. If there are less than three (3) employees in the next lower classification applying for the position, applications shall be opened for an additional seven (7) days to all current bargaining unit members below the rank for which the vacancy exists. If there are still fewer than three (3) qualified employees applying for the promotional position, the Employer maintains the right to take applications from outside the Department. Every qualified applicant for the vacant position will be considered based upon the following criteria:

- A. Having a passing score of at least seventy percent (70%) or more on the Richland County Sheriff's Department promotional examination for the vacant position. All promotional examinations shall be supplied by an independent outside agency. (All promotional examinations must be job-related and in writing.) Disputes concerning the appropriateness of a particular examination shall first be referred to the Labor Management Committee and, if not resolved in that forum, may be the subject of a grievance initiated at Step 2 of the grievance procedure.

- B. Job performance based on work record within the Sheriff's Department.** The said job performance grade shall be obtained from the employee's last two (2) written annual performance evaluations if available, otherwise supervisors observations. A maximum of ten percent (10%) of the total grade attainable on the written examination may be awarded by the Sheriff, based on such work record. 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.
- C. Seniority Points.** Credit for seniority shall equal, for each of the first four (4) years of service, one percent (1%) (prorated per month) of the total grade attainable in the written examination, and for each of the fifth (5th) through fourteenth (14th) years of service, six-tenths of one percent(0.6%) of the total grade attainable.
- D. Education.** An Associate's Degree four (4) points. Bachelor's Degree six (6) points. Master's Degree 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.
- E. 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.

Points for efficiency (job performance) and seniority shall be added to the score of the written examination; however, no credit for seniority, efficiency, or any other reason shall be added to an examination grade unless the applicant achieves at least the minimum passing score on the examination without counting such extra credit. For the purposes of this article the word "attainable" shall mean one hundred (100).

Section 13.05 The Employer shall select the employee who achieves the highest grade. The FOP shall be notified of the individual selected within five (5) working days of appointment. The test score from the promotional exam shall be good for a period of two (2) years from the date of the test. All other factors shall be applied as of the date of the vacancy.

Section 13.06 An employee selected shall be considered to have qualified for the position when he has completed the probationary period.

Section 13.07 Should an employee fail to satisfactorily complete his probationary period, he shall be returned to his former position.

Section 13.08 Eligibility for Exams. No employee shall be permitted to take a promotional test unless he/she has two (2) continuous years of service in the next lower classification by the date of the promotional test.

Section 13.09 Exam Notice. Notice of an upcoming promotional exam shall be posted on the Employer's bulletin board and the pass-on board for twenty (20) calendar days prior to the test date. The date, time and location of the promotional exam shall be listed on the notice.

Section 13.10 Exam Cost. The Employer shall pay any costs for a promotional exam in full. The employee shall pay for all study aids.

Section 13.11 Posting Assignments. The Sheriff must post on the Departmental bulletin boards any open or new assignment for bid ten (10) days prior to the filling of said position. The Union will be given copies of all postings for new or open assignments and all bids submitted.

Section 13.12 New Assignment. New assignment means any position created in the Sheriff's Office to be filled by an employee, which was not in existence as of the effective date of this Agreement.

ARTICLE 14 HOURS OF WORK, OVERTIME AND COURT TIME

Section 14.01 During the effective dates of this agreement Unit 1 employee within this bargaining unit who are assigned to the Correction Bureau, shall work a forty-two (42) day work cycle. The Employer shall designate the start of the workweek or period, but shall not change the starting time of the week or period to avoid the payment of overtime. Employees working the forty-two (42)-day cycle shall always start their four (4) days off period on Tuesdays. R.N. Corrections shall continue in the current past practice.

Section 14.02 All other employees covered under this agreement shall continue in the current past practice.

Section 14.03 Overtime. Whenever it is necessary for a member of this bargaining unit to work in excess of eight (8) hours in any twenty-four (24) consecutive hour period, the employee 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 consecutive twenty-four (24) hour period while changing watches. With regard to any employee who is reassigned pursuant to section 43.02, if there is at least six (6) hours between the member's end of, and at least six (6) hours prior to the starting time of their watch and the training hours worked in excess of eight (8) hours in any twenty-four consecutive hour period, and which were worked solely for the purposes of attending assigned training, do not qualify for overtime under this section only.

Section 14.04 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 14.05 For purpose of determining an employee's eligibility for overtime, all hours in paid status except sick leave shall be counted.

Section 14.06 No overtime shall be paid unless directed by the Sheriff, 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 which the employee leaves his/her residence, conducts the court business and then returns directly to 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 14.07 Compensatory Time. An employee in lieu of overtime payment, may take compensatory time. 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 two hundred forty (240) hours of compensatory time in a calendar year. It is the Employer's goal to keep the use of overtime, when granting compensatory time off, to a minimum. It is understood that if an employee requests compensatory time off, which creates an overtime situation for the Employer, that the Employer has the right to compel an employee to use twelve (12) hours of banked compensatory time for every eight (8) hours used. 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 14.08 Choice by Employee. 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 payment at one and one-half times his/her regular rate of pay or compensatory time at one and one-half times his/her regular rate of pay. 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 14.09 Work Shifts. For the term of this Agreement, the work shifts for the Corrections Bureau shall be as follows:

- A. Watch 0600 - 1400
- B. Watch 1400 - 2200
- C. Watch 2200 - 0600

Court Security shifts will be flexible due to court demands. If no court security officers volunteer for flexible hours, these hours will be filled by a rotational seniority list of corrections officers in court security.

Section 14.10 Overtime – Corrections. When overtime is required, the overtime shall be offered voluntarily. Offers shall be rotated in conjunction with the overtime rosters. When

insufficient volunteers are available, the least senior members of bargaining unit 1 in the lowest qualified rank, working the preceding shift.

An officer may not be ordered to work overtime more than three times in a pay period. The occurrences will not be on consecutive days. An officer working an overtime assignment may not be forced to work beyond the voluntary assignment. An officer who is on light duty, may not work, or be offered overtime until the doctor placing them on light duty has released said officer from light duty. An officer who reports off sick shall not be able to work overtime for 24 hours from the end of the shift he/she called in sick.

A. **Immediate Overtime.** Immediate overtime shall occur when the Sheriff's Office has less than two (2) hours notice prior to the commencement of any shift that a Correction Officer will be unable to work his/her scheduled shift (leaving said shift below minimum staffing level). For the purposes of immediate overtime the jail supervisor shall:

- 1) Offer the overtime assignment only to members of bargaining unit 1 that are qualified and actually working that preceding watch. Such offers shall be made on seniority, commencing with the most senior officer.
- 2) In the event no members of bargaining unit 1 of that preceding shift accepts the assignment, the supervisor shall next offer the overtime assignment to the supervisors working, commencing with the most senior supervisor.
- 3) In the event that no members of bargaining unit 1 or supervisor of that preceding shifts volunteers for the assignment, then the supervisor shall order the least senior qualified officer of the lowest qualified rank working to work the overtime.
- 4) Transportation officers can be held over for involuntary jail duty overtime if he/she is the least senior qualified officer working the previous shift. The least senior qualified Corrections Officer working the jail will be held over until relieved by the transport officer. If the transport officer is not busy, they shall relieve the jail officer before the end of the transport officer's shift.

If an officer is ordered to work overtime, said officer may try to find a replacement for all or partial coverage. (The officer must utilize the overtime rotation lists)

Should an Officer need to leave during a shift (leaving the shift below minimum staffing) creating a need for overtime, overtime will be filled beginning at the start of the most current roster.

B. **Scheduled Overtime.** An overtime rotation list will be made from the most recent overtime rotation lists presently being used, combining Transport into their respective lists. When an offer of overtime is made, the first officer on the most recent roster shall be contacted and offered the available overtime. If refused or unavailable the offer shall proceed down the roster until the overtime is accepted. When an offer of overtime is made it shall be documented in the "comments" section of the roster as to date and time of notification, acceptance or refusal, or reason of non-availability (message left on machine, busy signal, etc.).

Upon acceptance of overtime of three hours or more, the officer accepting will be immediately crossed off the roster and moved to the bottom along with the date of acceptance and the date of the overtime. These dates shall replace the most recent date of acceptance and the date of overtime worked. Any officer working or accepting three (3) or more hours of overtime shall be moved to the bottom of that roster.

Officers shall be called commencing from the top of the most recently updated roster until the overtime is accepted. A new updated roster shall be used for each occurrence of overtime offered. All calls shall be made on a recorded phone line. If an answering machine is contacted a message shall be left to include the date and time of the call and offer of overtime shall be specified.

Multiple occurrences (shifts) may be offered per call however only one (1) occurrence (shift) may be accepted per call.

*If overtime is for a transportation (transport between facilities) function the supervisor or designee will start at the top of the Correction Officer list and continue down offering said overtime to only the qualified personnel until the overtime is accepted. Qualified officers will be noted on both lists. If the overtime calls for two officers and only one needs to be qualified the person making the calls will start at the top of the list and continue until the overtime is filled by either one qualified and one non-qualified person or two qualified people. A qualified officer is any officer that is certified through RCSO to carry a weapon, approved to drive a county vehicle and has been trained in how to properly handle this overtime function.

If no officer accepts the overtime prior to two (2) hours before the start of the needed shift Immediate Overtime shall be implemented.

- C. **Partial Shifts.** An officer may upon being offered a full shift accept to work only four (4) or six (6) hours of the shift. The supervisor/designee shall continue down the list offering the full shift and the remaining two (2) or four (4) hours of the shift. If an officer accepts the partial shift then the shift shall be split. If an officer lower on the list accepts the full shift the officer who accepted the partial shift will be notified not to report that the full shift has been accepted. If the full shift cannot be filled prior to two (2) hours before said shift Immediate Overtime will apply.
- D. **Involuntary Overtime.** If an officer is held over due to insufficient volunteers that officer will NOT be moved on the Overtime Rotation List.
- E. **Vacated Overtime.** Should an officer accept an overtime assignment and not be able to actually work the accepted time due to an illness (with a doctor's slip), that officer shall notify the supervisor on duty at least four (4) hours prior to the start of the scheduled overtime. The supervisor shall then use the Overtime Rotation List(s) to fill the overtime. If no one accepts the overtime then Immediate Overtime will be implemented.

An officer accepting overtime will have 24 hours to rescind his acceptance without vacated overtime repercussions as long as the rescinding is not within 48 hours of the start of said overtime. Said officer will remain at the bottom of the overtime roster.

If an officer accepts scheduled overtime and then for any reason other than the guidelines set forth in this vacated overtime section (14.10 E) vacates said overtime, that officer would not be offered scheduled overtime for a period of fourteen (14) days.

F. Determination of Needed Officer - Order of Contact.

1. Jail Floor O.T.
1st – Correction Officer List
2nd – Immediate Overtime
2. Supervisory O.T.
1st – Supervisors List
2nd – Immediate Overtime (Supervisors Only)
3. Female (Required)
1st – Correction Officer List (Females Only)
2nd – Immediate Overtime (Females Only)
4. Transportation/Court Security O.T.
1st – Qualified Corrections/Transportation Officer List
2nd – Qualified Immediate Overtime

G. Skipped Calling. If a Correction Officer or supervisor is entitled to work scheduled overtime and is not offered the overtime, he/she shall be offered the next available opportunity for scheduled overtime. For purposes of this paragraph it is the Correction Officer or supervisor's responsibility to bring the Jail Administrator's attention any error in his/her scheduled overtime within fourteen (14) days of knowledge of the error.

H. New Employees. When a new employee is hired and has completed the training period then he/she shall be placed at the bottom of the most recent applicable roster.

I. Record Keeping. A record of the scheduled overtime hours worked and hours offered shall be provided to the Union Associate and the Jail Administrator each time it is updated. The employees shall work with the administration to maintain the accuracy of the Overtime Rotation List. It is the responsibility of the supervisor or their designee to keep the Overtime Rotation Lists updated and current.

Section 14.11 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 leave.

Section 14.12 All overtime opportunities that are normally performed by bargaining unit employees shall first be offered to said employees. Overtime opportunities shall be distributed

within each unit according to Section 14.10. All overtime opportunities shall be reasonably offered to bargaining unit employees before it may be offered to exempt employees.

Section 14.13 Early Officers. The employer may have three (3) employees per shift work one-half hour prior to any of the shifts stated in Section 14.09 to one-half hour prior to the end of the shift as an "Early Officer". It is agreed that the "Early Officer(s)" shall be a supervisor and a two (2) corrections officers, one (1) male and one (1) female, scheduled to work the shift. It is further agreed that the "Early Officer(s)" assignments shall be rotated among the employees.

Section 14.14 Working out of Classification. Bargaining unit members required to perform the duties of a higher classification for a period of three (3) or more consecutive days, shall receive compensation at the higher rate of pay normally received by that classification.

Section 14.15 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.

Section 14.16 Bargaining Unit Members Clerical/Civil/Crime Lab Division hired after the execution of this agreement subject to current employees who have right of first refusal based on seniority shall be scheduled from 0800-1600 hours with weekends and holidays off at the discretion of the Employer. Said Bargaining Unit Members shall have a one (1) hour lunch break each day.

ARTICLE 15 JURY DUTY

Section 15.01 Any full time Union 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 summons. Employees granted such leave shall notify the Employer immediately upon completion of their jury obligation. The employee shall remit any compensation or reimbursement for jury duty to the Employer.

Section 15.02 On occasion where an employee is released early from his/her jury duty obligation, said 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 said employee to the shift that would correspond with such a jury duty appearance. Should such a reassignment occur, upon termination of the employee's jury duty obligation he/she shall return to his/her regularly scheduled shift.

**ARTICLE 16
LONGEVITY**

Section 16.01 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 in which the employee's anniversary falls.

Section 16.02 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 17
WATCH DIFFERENTIAL PAY**

Section 17.01 A differential pay will be accorded to employees who are assigned to work on any watch which begins before 0530 hours or after 1200 hours on any calendar day.

Section 17.02 A watch differential pay shall be eighty cents (\$.80) per hour.

Section 17.03 The watch differential pay shall be included in the employee's regular bi-weekly paycheck.

**ARTICLE 18
TUITION REIMBURSEMENT**

Section 18.01 Tuition Reimbursement. Each member who is subject to the provisions of this Agreement and who has completed his probationary period 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. The Sheriff must approve all courses and scheduled time of courses. 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 toward 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. 50% for a C grade or equivalent.
 - c. 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 B.

ARTICLE 19 CALL IN PAY

Section 19.01 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 19.02 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.

ARTICLE 20
STAND-BY/ON CALL STATUS PAY

Section 20.01 Stand-By/On Call Pay is defined as payment for an assignment, which requires an employee to be available on a continuous basis during his/her normal off duty hours. The Sheriff or his designee shall determine Stand-by/On Call assignments. The rate of Stand-By/On Call pay shall be as follows:

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

Section 20.02 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 19 of this agreement (Call In Pay).

Section 20.03 Nurses and crime lab technicians shall be reimbursed at the rate of eleven dollars (\$11.00) per day for each day he/she is on call during their off duty hours. A nurse will be available or on call seven (7) days a week, twenty-four (24) hours a day. Crime lab technicians shall be on call at the direction of the Employer.

ARTICLE 21
APPLICATION OF STATE CIVIL SERVICE LAW

Section 21.01 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 21.02 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 21.03 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 22
VACATION

Section 22.01 **Vacation.** Regular full-time employees are entitled to vacation with pay after one year of service with the employer. The amount of vacation leave to which a full-time employee is entitled is based upon years of service. 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. Accum.</u>
Less than one (1) year	None	0
One year but less than five (5) years	10 days	160 hours
Five (5) years but less than ten (10) years	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 22.02 Minimum Use. The minimum chargeable amount of vacation time shall be two (2) hours.

Section 22.03 Accumulation Limit. An employee may carry indefinitely the amount of vacation time which he/she receives in 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 bank lower than the maximum allowable amount allowed in this agreement.

ARTICLE 23 ROTATIONAL ADJUSTMENT TIME OFF

Section 23.01 Rotational Adjustment Time Off. Regular full-time employees are entitled to RATO with pay after one year of service with the employer. The amount of RATO to which a full-time employee is entitled is based upon years of service. RATO days shall be accrued per pay period and the RATO bank shall be maintained separate from the employees' vacation.

<u>Years of Service</u>	<u>RATO</u>	<u>Max. Accum.</u>
Less than one (1) year	None	0
One year but less than five (5) years	2 days	4 days
Five (5) years but less than ten (10) years	3 days	6 days
Ten (10) years but less than twenty (20) years	4 days	8 days
Twenty (20) years to retirement	5 days	10 days

The minimum chargeable amount of RATO shall be one (1) day.

Section 23.02 An employee may carry indefinitely the amount of RATO time which he/she receives in 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 bank by scheduling a RATO day for said employee. The mandated RATO time scheduled by the Employer for said employee shall not reduce the employee's RATO bank lower than the maximum allowable amount allowed in this agreement.

**ARTICLE 24
HOLIDAYS**

Section 24.01 Designated Holidays. The following are designated holidays

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

Except as otherwise provided all holidays are to be taken within a one (1) 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 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). 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.
- 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 on a rotating basis by seniority.
- F. An employee who is forced to work overtime on a holiday shall receive the holiday pay rate for such forced overtime. The holiday shall be that which is considered the regularly scheduled holiday by the Sheriff.

Section 24.04 Religious Observances. Employees may be granted leave with pay to attend religious observances with the recommendation of the Jail Administrator 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/her 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 Effective the dates specified in the wage chart attached, as (Chart A) all Unit 1 and Unit 2 Employees hire on or before June 1, 2008 will be compensated in accordance with the following schedule based on years of service with Employer. Movement will be on the pay period that begins on or before January 1st of each year for all non-probationary employees. Movement for probationary employees (New Hires) shall be on their anniversary date.

Section 25.02 Effective the dates specified in the wage chart attached, as (Chart B) all Unit 1 and Unit 2 Employees hired after June 1, 2008 will be compensated in accordance with the following schedule based on years of service with Employer. Movement will be on the pay period that begins on or before January 1st of each year for all non-probationary employees. Movement for probationary employees (New Hires) shall be on their anniversary date.

CHART A

Position	YEARS	2013	2014	2015
Clerical	1	\$11.87	\$12.37	\$12.87
	2	\$12.32	\$12.82	\$13.32
	3	\$13.50	\$14.00	\$14.50
	4	\$14.39	\$14.89	\$15.39
	5	\$18.23	\$18.73	\$19.23

2013-2015 Final CBA Between Richland County Sheriff's Office and Fraternal order of Police, Ohio Labor Council, Inc - Corrections Officers and Clerical Technical

Civil &	1	\$13.80	\$14.30	\$14.80
Crime Lab	2	\$14.09	\$14.59	\$15.09
	3	\$14.98	\$15.48	\$15.98
	4	\$15.87	\$16.37	\$16.87
	5	\$19.55	\$20.05	\$20.55
Correction	1	\$13.80	\$14.30	\$14.80
Officer	2	\$14.09	\$14.59	\$15.09
	3	\$14.98	\$15.48	\$15.98
	4	\$15.87	\$16.37	\$16.87
	5	\$19.55	\$20.05	\$20.55
Sergeant		\$22.09	\$22.66	\$23.22
Lieutenant		\$24.22	\$24.93	\$25.54

CHART B

Position	YEARS	2013	2014	2015
Clerical	1	\$11.87	\$12.37	\$12.87
	2	\$12.32	\$12.82	\$13.32
	3	\$13.50	\$14.00	\$14.50
	4	\$14.39	\$14.89	\$15.39
	5	\$15.47	\$15.97	\$16.47
	6	\$16.55	\$17.05	\$17.55
	7	\$18.23	\$18.73	\$19.23
Civil &	1	\$13.80	\$14.30	\$14.80
Crime Lab	2	\$14.09	\$14.59	\$15.09
	3	\$14.98	\$15.48	\$15.98
	4	\$15.87	\$16.37	\$16.87
	5	\$17.09	\$17.59	\$18.09
	6	\$18.32	\$18.82	\$19.32
	7	\$19.55	\$20.05	\$20.55
Correction	1	\$13.80	\$14.30	\$14.80
Officer	2	\$14.09	\$14.59	\$15.09
	3	\$14.98	\$15.48	\$15.98

	4	\$15.87	\$16.37	\$16.87
	5	\$17.09	\$17.59	\$18.09
	6	\$18.32	\$18.82	\$19.32
	7	\$19.55	\$20.05	\$20.55
Sergeant		\$22.09	\$22.66	\$23.22
Lieutenant		\$24.22	\$24.93	\$25.54

**ARTICLE 26
RETIREMENT FUND**

Section 26.01 Employee Retirement Fund. The Employer shall pay the state mandated Employer contribution to the Public Employees Retirement Fund System (PERS).

**ARTICLE 27
FIELD TRAINING OFFICER**

Section 27.01 Field Training Officer (F.T.O.). Any Correction Officer or lab technicians who is required to serve as a Field Training Officer or assigned in a similar capacity or manner, will be required to have the following qualifications:

- A. Minimum two (2) years as a Correction Officer with a minimum of two (2) 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 (1.25) of their base pay for all hours worked as a Field Training Officer.

SECTION 27.02 Civil and Clerical Training. Civil and clerical bargaining unit personnel shall not be required to train other members.

**ARTICLE 28
INSURANCE**

Section 28.01 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 28.02 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 28.03 Waiver of Coverage. Employees electing not to take hospitalization and medical insurance will receive on thousand dollars (\$1,000) a year.

Section 28.04 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 28.05 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 Deal 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 eh county will self-insure, subject to the same limitations and exclusions as outlined above, if the insurance becomes unavailable.

Section 28.06 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 depend(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 28.07 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 29
SICK LEAVE**

Section 29.01 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 29.02 Changes 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 29.03 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 29.04 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 29.05 Falsification. Falsification of either a sick leave request form or a physician's certificate may be grounds for disciplinary action.

Section 29.06 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 29.07 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 29.08 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) through (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 in accordance with Section .07 of this Article and paid to the deceased employee's dependents as defined in Ohio Revised Code 4123:59 (D)(1)(2).

Section 29.09 This provision shall apply in cases where an employee takes early retirement and is otherwise eligible for compensation for accrued, unused sick leave.

Section 29.10 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 days
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 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 29.11 Partial Annual 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 sixty-four (64) hours of unused accumulated sick time from the preceding year into compensatory time. The sick leave conversion rate shall be eight (8) hours of accumulated sick leave for eight (8) hours of compensatory time; however, in those instances where the conversion will require the Employer to use overtime to cover the compensatory time off, the conversion rate shall be twelve (12) hours of accumulated sick leave for every eight (8) hours of compensatory time off. Once said sick time has been converted into compensatory time, it shall not be converted back into accumulated sick time. The sixty-four (64) hours will be included as specified in this Article.

ARTICLE 30 LEAVE OF ABSENCE

Section 30.01 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 30.02 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 30.03 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 both the employee and the Employer agree upon such earlier return.

Section 30.04 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 30.05 Seniority Accrual. While an employee is on a leave of absence, at his or her own request, the employee shall continue to accrue all forms of seniority, but shall not accrue benefits.

ARTICLE 31 INJURY LEAVE

Section 31.01 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. The Sheriff shall approve injury leave.

Section 31.02 Amount of Paid Leave. An employee who qualifies for injury leave shall 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 31.03 Medical Confirmation of Injury. Injury leave must be confirmed by the employees 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 31.04 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 eighty (1080) 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 31.05 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 31.06 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 31.07 Workers' 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 Workers' Compensation benefits. As a condition for receiving paid leave, an employee or his/her representative shall:

- A. File a claim for Workers' 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 Workers' Compensation;
- C. Pay over the amount(s) of Workers' Compensation benefit to the extent permitted by the regulations of the Bureau of Workers' Compensation, arrange for the transmittal of those compensation benefits to the Employer.

The Employer and the employee will notify the Bureau of Workers' 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 31.08 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 31.09 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 physician to be permanently incapable of performing his/her assigned duties or light duties, shall seek disability retirement in accordance with law.

Section 31.10 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 31.11 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 32 PREGNANCY LEAVE

Section 32.01 Pregnancy leave shall be treated in the same manner as sick leave and shall be subject to the provisions of sick leave.

Section 32.02 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 32.03 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 32.04 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 32.05 The biological mother and father shall receive six (6) days of paid leave immediately subsequent to the birth of a child.

ARTICLE 33 SPECIAL LEAVES

Section 33.01 Leaves Without Pay. The Sheriff upon request may grant leaves without pay for personal reasons for a period not to exceed ninety (90) calendar 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 former classification or one of equal grade.

Section 33.02 Accrual of Seniority. While an employee is on a special leave, at his or her own request, the employee shall continue to accrue, all forms of seniority, but shall not accrue benefits.

ARTICLE 34 BEREAVEMENT LEAVE

Section 34.01 Pay for Bereavement Leave. A leave of absence of seven (7) 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) 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 34.02 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, the Sheriff shall grant brother-in-law and sister-in-law (spouse's sibling or sibling's spouse).

Section 34.03 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 34.04 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 Articles 13.03, 13.04 and 29.10 (A&B).

ARTICLE 35 MILITARY LEAVE

Section 35.01 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 time 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 35.02 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 purposes 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 36 HOSTAGE LEAVE

Section 36.01 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 36.02 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 36.03 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 37
FAMILY AND MEDICAL LEAVE OF ABSENCE**

Section 37.01 Family and Medical Leave of Absence are provided in keeping with the Family and 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 12 weeks, the additional weeks of leave necessary to attain the 12 work weeks of leave required by the Family and Medical Leave Act of 1993 shall be taken without compensation.

Section 37.02 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 "reduced leave schedule" means a leave schedule 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; or
 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, as the case may be.
- 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 37.03 Eligibility For Leave. To be eligible for leave a bargaining unit member must have been employed for at least twelve months in total, and must have worked at least 1250 hours during the twelve month period preceding the commencement of the leave. The leave may be granted for one or more of the following for a total of 12 workweeks of leave during the 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 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 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. If the first and second opinions differ, the employer 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 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 37.04 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 37.05 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 employees 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 workday prior to the start of the unpaid leave of absence.

Section 37.06 Completion of Leave Form. The bargaining unit member must originate a request for Family and Medical Leave of Absence Form in duplicate. 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 is needed to provide such care. For purposes of leave for a 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 37.07 Injury leave entitlements used pursuant to Article 32 shall not be deducted from FMLA entitlements. An employee eligible for leave under FMLA who has forty (40) hours or less have accumulated sick leave remaining may elect to take unpaid leave under FMLA rather than exhaust the remaining sick leave. Seniority accumulation shall continue during period of FMLA leave.

ARTICLE 38 LAYOFF AND RECALL

Section 38.01 In a case of the need for a layoff of bargaining unit employees, based on lack of work or lack of funds, the Employer will notify the Union twenty-one (21) days in advance of the effective date of the pending layoff. The Employer shall determine the classifications from which layoffs will occur. There will be displacement between classifications in Unit 1. There will not be displacement between classifications in Unit 2. Additionally, there shall be no displacement between Unit 1 and Unit 2. Finally, there will be no displacement from or to, other bargaining agreements or other employees within the Sheriff's Office not included in this agreement. 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 38.02 All layoffs in the Sheriff's Office shall be strictly by seniority as determined by date of hire. Recall shall be in reverse order.

Section 38.03 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 38.04 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 38.05 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). Bargaining unit employees will be given preference by seniority for such job openings within the classification from which they were laid off 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 specified.

ARTICLE 39
PERFORMANCE EVALUATIONS

Section 39.01 Performance Evaluations. Signatures of employees shall be required on performance evaluations, and such signing will only mean the employee has read the evaluation. The Employer or his designee may make no subsequent comments 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 39.02 Employee evaluations shall normally be completed by the employee's immediate supervisor or the Bureau Commander, at the Employer's discretion.

Section 39.03 An employee shall be given a copy of any performance evaluation upon written request.

Section 39.04 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 employee, the Employer shall destroy said performance evaluation.

ARTICLE 40
NO STRIKE / NO LOCK OUT

Section 40.01 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:

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 effects 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 40.02 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 40.03 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 or unlawful strikes.

ARTICLE 41
INTEROFFICE MAILING SYSTEM

Section 41.01 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 Associate or of that person's designee.

ARTICLE 42
HEALTH AND SAFETY

Section 42.01 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 42.02 The Employer shall make reasonable provisions for the safety and health of the employees while on duty.

Section 42.03 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 42.04 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 42.05 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 of directives or practices may be resolved in the grievance procedure.

Section 42.06 The parties agree that any safety concerns may be addressed in accordance with Article 7, Labor/Management Meetings.

ARTICLE 43 TRAINING

Section 43.01 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 43.02 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 43.03 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 43.04 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 meals, 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 43.05 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 the Employer requires attendance.

Section 43.06 Any member of the bargaining unit who is required by the Employer to attend any training on any regularly scheduled day off shall receive compensatory time in accordance with Article 14.07.

ARTICLE 44 RECEIPT OF DOCUMENTS

Section 44.01 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 45 ORDERS

Section 45.01 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 46 BULLETIN BOARDS

Section 46.01 The Employer agrees to provide one (1) bulletin board in an agreed upon area for the sole use of the Union.

Section 46.02 The Union notices, which appear on the bulletin board, shall be signed, posted and removed by the Officer Associate.

Section 46.03 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 47 UNIFORMS

Section 47.01 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. Newly hired employees will receive all of their required equipment by the day they are to start work.

SECTION 47.02 Uniform allowance for civilian bargaining unit members shall be two hundred dollars (\$200) allowance per calendar year. The said allowances shall be paid through payroll as a taxable income. 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.

Section 47.03 Upon termination of employment for any reason, an employee must return his/her uniform(s) to the Employer.

Section 47.04 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.

Section 47.05 Bargaining unit members who retire or resign during the life of this collective bargaining agreement shall have the option of purchasing their duty weapon from the Employer for one dollar (\$1.00). In order to be eligible, the bargaining unit member must have worked in the Corrections Division (Transport) for the immediately preceding twelve months prior to his/her retirement or resignation.

ARTICLE 48 SHIFT TRADE

Section 48.01 By the mutual agreement between the involved employees and the Jail Administrator, members of the bargaining unit assigned to the same job classification may trade scheduled workdays. Approval for such shift trade shall not be unreasonably denied by the Jail Administrator or designee. The accumulative duration of shift trades by any one employee shall be limited to ninety (90) days in a rolling twelve-month period.

Section 48.02 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 within the same pay period.

Section 48.03 Shift differential pay shall be paid to the employee working the shift.

ARTICLE 49 ALTERNATIVE DISPUTE RESOLUTION PROCEDURE

Section 49.01 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.

- A. 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.
- B. The parties shall thereafter meet and bargain collectively to reach a successor agreement.
- C. 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 49.02 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 49.03 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 49.04 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 49.05 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 50 MID-TERM BARGAINING

Section 50.01 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.

Section 50.02 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.

Section 50.03 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.

Section 50.04 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.

Section 50.05 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.

Section 50.06 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 51 POLITICAL ACTIVITY

Section 51.01. 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;

ARTICLE 52 DRUG AND ALCOHOL POLICY

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 Richland County employees, as facilitated by the Employee Participation Council. Furthermore, it is understood and agreed to that the Employer will not implement the abovementioned policy without agreement from the union.

ARTICLE 53 DURATION

Section 53.01 This Agreement shall remain in full force and effect retroactive from January 1, 2013 through December 15, 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, nor later than ninety (90) calendar days prior to the termination date of this Agreement.

Section 53.02 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 or 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.

TENTATIVE SETTLEMENT

Between Richland County Sheriff and FOP/OLC (Correction Officers, Clerical & Technical Employees):

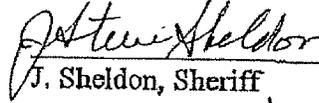
The Parties agree to a tentative settlement of the one year wage re-opener for contract year 2012 for this bargaining unit in the amount of \$500.00 per member with standard payroll deductions. This shall be issued to each member with their regular direct deposit payment on or before April 19, 2013.

2013-2015 Final CBA Between Richland County Sheriff's Office and Fraternal order of Police, Ohio Labor Council, Inc - Corrections Officers and Clerical Technical

SIGNATURE PAGE

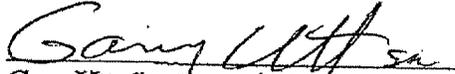
IN WITNESS WHEREOF, the parties have set their hands this 21st day of Nov, 2013

FOR THE EMPLOYER

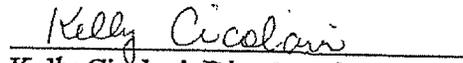

J. Sheldon, Sheriff


Timothy A. Wert, Commissioner

Edward W. Olsen, Commissioner

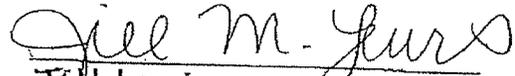

Gary Utt, Sr. Commissioner

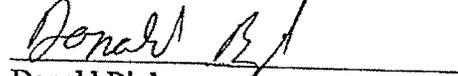
Daniel T. Downey, Labor Counsel
To the Sheriff's Office and Board of
County Commissioner

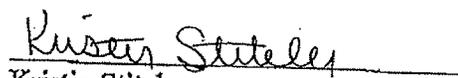

Kelly Cicolani, Director of Human
Resources, Richland County

FOR THE UNION


James Meyers


Jill Lewis


Donald Bigler


Kristin Stiteler


Beau James


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-09-0856
(Corrections Officers)
12-MED-09-0857
(Clerical, et al)

(This will close the open case for
Case No.(s): 11-MED-09-1218 &
11-MED-09-1219)

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