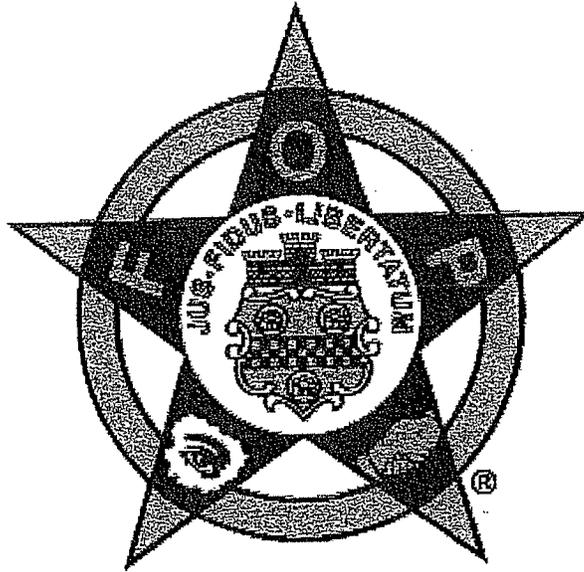




12-MED-09-0858
2037-02
K30614
02/20/2014

AGREEMENT BETWEEN THE RICHLAND COUNTY SHERIFF'S OFFICE



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

DEPUTY AGREEMENT

EFFECTIVE: JANUARY 1, 2013

EXPIRES: DECEMBER 31, 2015

TABLE OF CONTENTS

ARTICLE NO.	TITLE	PAGE
1.	AGREEMENT.....	1
2.	RECOGNITION/ PROBATIONARY PERIOD	1
3.	LODGE MEMBERSHIP, DUES DEDUCTION AND AGENCY SHOP.....	2
4.	LODGE BUSINESS AND OFFICIALS ROSTER.....	2
5.	EFFECT OF AGREEMENT	4
6.	NON-DISCRIMINATION AND EQUAL EMPLOYMENT	4
7.	LABOR-MANAGEMENT MEETINGS.....	4
8.	BARGAINING UNIT WORK	5
9.	MANAGEMENT RIGHTS	5
10.	DISCIPLINE/CORRECTIVE ACTION	6
11.	GRIEVANCE PROCEDURE.....	10
12.	RANK SENIORITY	13
13.	FILLING OF POSITIONS/PROMOTIONAL TEST.....	14
14.	HOURS OF WORK, OVERTIME AND COURT TIME.....	18
15.	JURY DUTY	20
16.	LONGEVITY	21
17.	WATCH DIFFERENTIAL PAY.....	21
18.	TUITION REIMBURSEMENT	21
19.	CALL IN PAY.....	23
20.	STAND-BY/ON CALL STATUS PAY	23
21.	APPLICATION OF STATE CIVIL SERVICE LAW	23
22.	VACATION.....	24
23.	ROTATIONAL ADJUSTMENT TIME OFF	24
24.	HOLIDAYS	25
25.	WAGES	27
26.	RETIREMENT FUND	27
27.	FIELD TRAINING OFFICER	27
28.	SPECIAL EVENTS, DETAILS, AND SPECIAL DEPUTIES.....	28

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

29.	K-9 OFFICERS.....	30
30.	INSURANCE.....	31
31.	SICK LEAVE	32
32.	LEAVE OF ABSENCE	35
33.	INJURY LEAVE	35
34.	PREGNANCY LEAVE.....	37
35.	SPECIAL LEAVES	38
36.	BEREAVEMENT LEAVE.....	38
37.	MILITARY LEAVE.....	39
38.	HOSTAGE LEAVE.....	40
39.	FAMILY AND MEDICAL LEAVE OF ABSENCE.....	40
40.	LAYOFF AND RECALL.....	43
41.	PERFORMANCE EVALUATIONS.....	44
42.	NO STRIKE / NO LOCK OUT.....	45
43.	INTEROFFICE MAILING SYSTEM.....	45
44.	HEALTH AND SAFETY.....	45
45.	TRAINING	46
46.	BACK UP / OFF DUTY WEAPONS	47
47.	RECEIPT OF DOCUMENTS	48
48.	ARRESTS.....	48
49.	ORDERS.....	48
50.	VEHICLE MAINTENANCE.....	48
51.	BULLETIN BOARDS.....	49
52.	UNIFORMS.....	49
53.	SHIFT TRADE	50
54.	POLICE OLYMPIC COMPETITION	50
55.	ALTERNATIVE DISPUTE RESOLUTION PROCEDURE	50
56.	MID-TERM BARGAINING.....	51
57.	POLITICAL ACTIVITY	54
58.	DRUG AND ALCOHOL POLICY	54
59.	DURATION.....	54

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

SIGNATURE PAGE56

**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-Supervisor 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 Agreement shall be reduced to booklet form with the costs being equally shared by both parties. The number printed shall be sixty (60) copies. The Union shall receive fifty (50) copies. The Employer will provide copies of this Agreement to employees entering this bargaining unit after the effective date of this Agreement.

**ARTICLE 2
RECOGNITION/ PROBATIONARY PERIOD**

Section 2.01 The Employer recognizes the Union as the exclusive bargaining agent for the subjects set forth in this Article, of full-time-deputized employees below the rank of Sergeant, referred to throughout this Agreement as "employees."

The positions 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, part-time, 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. Probationary employees cannot be promoted.

- 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 three (3) month period for training purposes until the probationary period expires. The probationary employee shall then be able to bid on his/her shift preference at the next regular shift selection by seniority.

ARTICLE 3

LODGE MEMBERSHIP, DUES DEDUCTION AND AGENCY SHOP

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

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

Section 3.03 The Employer shall deduct F.O.P./O.L.C. dues from the first and last pay each month.

ARTICLE 4

LODGE 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 Chief Deputy 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 Chief Deputy within his sole discretion.

Section 4.04 Union leave shall be provided the Office Associate for a maximum of ten (10) 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 three (3) 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 four (4) 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 Chief Deputy for approval of training. Scheduling for this training will be coordinated between the Chief Deputy and the Office Associate. Allowances for this training, as long as it's 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 Chief Deputy.

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 five (5) Employer representatives) shall meet with not more than five (5) 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 bargaining unit members. However, special deputies may continue to work the road patrol, as well as in the detective bureau, but only with regard to cases in which the special deputy has served or will serve in an undercover capacity only.

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 layoff, 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.

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

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

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

with the Chief Deputy and whether the grievant wishes to have a representative present for this meeting.

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

STEP 3 **Sheriff.** If the grievance is not resolved in Step 2, the employee with the appropriate grievance representative, if the former desires, may submit the written grievance to the Sheriff within seven (7) calendar days of receiving the response of the Chief Deputy. The written grievance must clearly express whether the grievant wishes to have a meeting with the Sheriff and whether the grievant wishes to have a representative present for this meeting.

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

STEP 4 **Arbitration.** If the matter has not been satisfactorily resolved through the procedure set forth above, the union, within thirty (30) calendar days after the issuance of the decision of the Sheriff, or longer if agreed, may request in writing filed with the Office Associate and the Sheriff that the matter be submitted to arbitration. The Employer and the Union shall request a list of seven (7) names from the Federal Mediation and Conciliation 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 Grievance. 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 RANK SENIORITY

Section 12.01 Definition of Seniority. Rank seniority shall be defined as the total length of service in a rank during the time of continuous service with the Employer, Richland County Sheriff's Office. Rank seniority shall be awarded after the successful completion of the probationary period and shall be retroactive to the date of assignment in the rank of deputy sheriff. Except where specifically stated otherwise, all references to "seniority" shall mean rank seniority.

An employee who changes rank or is promoted out of the bargaining unit and remains employed with the Sheriff's Office shall have his rank seniority frozen. If the employee returns to the bargaining unit, the frozen seniority shall be restored.

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. Watches in the Richland County Sheriff's Office are: 0600-1400; 1400-2200; 2200-0600 and mid-watch shifts (1000-1800 or 1800-0200). Watch preference shall be provided so the employees within a bureau or section have the opportunity biannually to change the watch to which they are assigned. Watch preference will continue for six (6) month periods from October 1st through March and April 1st through September. Each employee shall submit his/her request by the first month of his or her respective periods. Watch preference requests shall be granted in line with seniority for the number of watch positions to be staffed at the start of the work cycle. Any watch preference shall apply to only those employees who have been sworn officers for at least one (1) year. The right to watch preference according to seniority is applied only within that section or bureau to which an officer is assigned.

Exceptions to the language in the previous paragraph are assignments to the D.A.R.E. program, the Special Investigative Section/METRICH, and Residential Deputy.

Whenever an established position within a bureau is to be eliminated, the employee with the least amount of seniority shall be transferred.

Section 12.03 Termination of Rank Seniority. An employee's rank 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.

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

Section 12.05 Work-related preferences. In determining work-related preferences between two (2) or more employees, only in matters of watch selections, cruiser assignments and equipment (radar, etc.) seniority shall determine preference. Once a cruiser or equipment is assigned to a member the cruiser or equipment will be retained by that member until it is replaced, and inter-division assignments, seniority shall determine preference.

Section 12.06 Bi-annual watch preference, bumping. At each bi-annual watch preference, any employee may bump another employee with less seniority. All bumping must be done by employees within the same division. There shall be no bumping into another division unless there is a vacancy.

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 seven (7) calendar 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 seven (7) calendar 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 ten points based on the member's annual evaluation scores.
- 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. Rank Seniority – 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.
- D. 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 All promotions shall be decided by a point system. The point system will be broken down into seven (7) separate categories:

- A. **Written Examination.** Written examinations utilized in the examination process shall be conducted by an impartial qualified testing service provider. This portion of the examination process will be worth a maximum of 100 points. Applicants must score a minimum of 70% to pass the written exam and move to the next step of exam process.
- B. **Assessment Center.** The administration of the assessment process will be through a bona fide and reputable testing service. During the term of the current agreement, the Employer will utilize the testing services of The Ohio Association

Of Chiefs Of Police. The assessment center process is worth a maximum of thirty (30) points.

- C. **Seniority.** Seniority credit will be added of one (1) point for every completed year up to the test date. Seniority shall be rank seniority defined in Article 12.
- 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.
- F. **Evaluations.** On the evaluation candidate could receive one (1) point in every category that is "exceeds standards." Maximum points fifteen (15). This provision will only apply when a mutually agreed upon evaluation system is in use for at least one (1) year prior to the promotional test to be given.
- G. **Discipline.** Points will be subtracted from candidates who have discipline in their active file, in the following manner:

GROUP II OFFENSES: Minus four (4) points

GROUP III OFFENSES: Minus six (6) points

Section 13.05 Administration of Exam and Selection. Promotional tests shall be given within thirty (30) calendar days of a position being declared vacant. The results of the promotional test and seniority points shall be posted on the bulletin board for the effective dates of the eligibility list. All promotions for the position tested will be filled from the test results list for a period of one (1) year. The employee who finishes with the highest score shall be promoted. If another vacancy for the tested position comes open within one calendar year from the test date, then the employee who finished second in the scoring will be promoted, and so on.

Section 13.06 Eligibility for Exams. No employee shall be permitted to take a promotional test unless he/she has four (4) continuous years of service in the rank of deputy sheriff by the date of the promotional test.

Section 13.07 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 13.08 Exam Cost. The Employer shall pay any costs for a promotional exam in full. The employee shall pay for all study aids.

Section 13.09 Transfers. A transfer is defined as a reassignment to an open position within the detective and/or patrol bureau; or any position within the Sheriff's Office that requires a sworn deputy.

Section 13.10 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 13.11 Special Assignments. The current special assignment positions in the bargaining unit are assignments to the positions of D.A.R.E. Officer, Community Policing, Metrich, K-9, SWAT/ASORT, Dive Team, Crisis Negotiations, Litter Control, etc., or any other special assignments enacted by the Sheriff.

An employee may not be involuntarily transferred from a special assignment and reassigned work by the Sheriff, without either just cause or the ability to clearly demonstrate through evaluations or performance improvement plans that the employee is not satisfactorily performing the duties of the special assignment. If the sheriff is not the decision maker and the board decides to remove an employee from a special assignment this provision shall not apply. Any special assignment employee involuntarily transferred and reassigned for non-disciplinary reasons will be assigned to the last non-special assignment classification the employee held prior to the special assignment, unless otherwise agreed by the Sheriff and the FOP/OLC. An involuntary non-disciplinary transfer shall not be subject to the grievance/arbitration procedure or any other appeal. An involuntary non-disciplinary transfer will be without reduction in pay unless otherwise agreed by the Sheriff and the FOP/OLC.

The involuntary transfer or termination of a special assignment employee for disciplinary reasons remains subject to the grievance procedure. A special assignment employee transferred for disciplinary reasons will be assigned to the last non-special assignment classification the employee held prior to the special assignment.

An employee in a special assignment position may voluntarily request to be transferred from the special assignment. Such a transfer request may or may not be granted by the Sheriff in his/her discretion. If an employee voluntarily requests to be transferred from a special assignment position and is transferred, he/she will be assigned to the last non-special assignment classification he/she held prior to the special assignment, unless otherwise agreed by the Sheriff and the FOP/OLC.

A special assignment employee who is transferred back to his/her last non-special assignment classification will receive credit for all time spent in the special assignment toward the employee's classification seniority.

ARTICLE 14
HOURS OF WORK, OVERTIME AND COURT TIME

Section 14.01 During the effective dates of this Agreement the employees within this bargaining unit who are assigned to the Patrol Bureau, shall work a forty-two (42) day work cycle. The Employer shall designate the start of the 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.

Section 14.02 All other employees covered under this Agreement shall work five consecutive eight-hour days, Monday thru Friday under the terms and conditions set forth in 14.01 of this Article, during their established shifts.

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. The employer shall attempt to schedule mandated overtime on a fourteen (14) day recycling rotating basis between bargaining unit members based on inverse seniority order. To fill such a vacancy, the employer will hold over a bargaining unit member scheduled to work the prior shift (for four (4) hours) and order an employee scheduled to work the succeeding shift to start four (4) hours early. However, no employee shall be mandated two (2) consecutive calendar days in a row.

With regard to any employee who is reassigned pursuant to section 45.02, time spent training is to be paid at straight time. The only scenario in which an employee would be paid overtime for training is in the event an employee working C Watch would be required to work the C Watch shift before and after the scheduled training.

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 without prior approval from the Sheriff, his designee, or the employee's supervisor, prior to being worked except in the case of court appearances. When an employee is subpoenaed or directed to appear for a legal proceeding that arises out of the employee's work for the Sheriff, the employee 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 to three hundred (300) hours of compensatory time in a calendar year. Once an employee reaches or uses the maximum of compensatory time allowed in the compensatory time bank, the employee shall not be allowed to request more compensatory time until January 1st of the following year. The Employer shall keep a record and make it available to the employee the amount of hours in his/her compensatory time bank. Requests for compensatory time must be submitted in writing at least twenty-four (24) hours in advance of time requested.

Section 14.08 Choice of Compensation When an employee is requested or directed to work hours outside his/her normal tour of duty it is recognized by the Employer that the employee shall have the exclusive right to choose between overtime 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 Patrol Bureau shall be as follows:

- A. Watch 0600 – 1400
- B. Watch 1400 – 2200
- C. Watch 2200 – 0600
- D. Mid-Watch as assigned by the sheriff

Except work shifts for resident deputies shall be scheduled in cooperation between the resident deputy and village/township officials.

- A. The Community Policing Officer shall be assigned to a fixed five-day-on, Two-day-off work schedule, or a forty two (42) day cycle 6 and 2. This allows the officer to meet requirements to have set hours at community policing stations as well as to maintain work days when the officer's presence is most needed in the community policing districts.
- B. The Community Policing Officer's starting hours shall be from 0600 hours to 2200 hours. The Community Policing Officer may in the event of unforeseen community policing related meetings or programs flexes his/her start of shift time earlier to cover such events. Such flexing of hours must be approved prior to the

flexing of hours. Any other duties outside the normal work hours will be compensated as overtime.

Section 14.10 The Employer may have one (1) employee per shift work one-half hour prior to any of the above shifts to one-half hour prior to the end of any of the above shifts as an "early car." It is agreed that "early car" assignments shall be evenly assigned among the employees.

Section 14.11 For the duration of this agreement the hours of work for detectives within this bargaining unit shall be as follows:

0800 - 1600
1000 - 1800
1400 - 2200
1500 - 2300 (Metrich only)

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

Section 14.12 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 14.13 Overtime. 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 division according to the deputy overtime rotation list except in emergency circumstances. For purposes of the provision an emergency shall be whenever the Employer has less than eight (8) hours prior notice of the circumstances causing the necessity of offering the overtime. All overtime opportunities shall be reasonably offered to bargaining unit employees before it may be offered to exempt employees.

Section 14.14 Yearly Time change. A member shall be paid at overtime rate for the one extra hour worked on the hour of the fall time change to Eastern Standard Time. The officer shall be charged with one hour of straight time pay or other accumulated time, if scheduled to work on the hour in spring with Daylight Savings time takes effect.

ARTICLE 15 JURY DUTY

Section 15.01 Release. 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 Return From Jury Duty. 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 that their anniversary date occurs.

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) or all years of service.

ARTICLE 17 WATCH DIFFERENTIAL PAY

Section 17.01 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 Watch differential pay shall be eighty cents seventy 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.
 - c. 50% for a C grade or equivalent.
 - d. No reimbursement for a grade below C, an "unsatisfactory" or a "fail" grade.
 - 2. For graduate work:
 - a. 100% for A grade or equivalent.
 - b. 50% for a B grade or equivalent.
 - c. No reimbursement for a grade below 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 they would 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 An employee that is on call shall be provided with a pager and a county vehicle for transportation.

**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

Section 23.03 The minimum chargeable amount of RATO shall be one (1) day.

Section 23.03 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. | *Memorial Day | Last Monday in May |
| 5. | *Independence Day | 4 th day of July |
| 6. | *Labor Day | 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-year anniversary of the actual holiday.

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

Section 24.03 Pay for Holidays.

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

1. All in wages (20 hours pay).
 2. All in compensatory time (20 hours). *By taking this option the employee understands that their pay will show 72 hours for an 80-hour pay period.
 3. Wages (12 hours pay) and Holiday taken at a later date (8 hours).
 4. Wages (12 hours pay) and Compensatory time (8 hours).
 5. Wages (8 hours pay) and Compensatory time (12 hours).
- B.** Employees who are not assigned to continuous or 24 hour operations shall be scheduled off on the holiday and paid eight (8) hours at their straight hourly rate for the holiday. These employees shall observe the holidays on the designated date except where a holiday falls on a weekend, the County schedule shall be observed. Employee's who are not required to work any of the Holidays listed in Section 24.01, shall have the option of working any of the four (4) holidays designated by being underlined and shall be compensated according to Section 24.02(A).
- C.** Payment shall be made for such holiday pay, provided the employee is in an active pay status on his/her last scheduled shift preceding the holiday and his/her first scheduled shift following the paid holiday.
- D.** An employee who is on his Regular Day Off (R.D.O.), compensatory time off, sick time, vacation time, or injury leave on the holidays contained in Section 24.01, shall be compensated eight (8) hours time off at a mutually agreed date within a one (1) year period from that holiday. An employee on injury leave shall not be charged injury leave for that day.
- E.** It will be the employee's discretion to work the holiday or take it off if scheduling permits. Assignments will be at the discretion of the Sheriff or his designee. Holiday work assignments must be approved by the Sheriff or his designee and offered within each section to Deputy Patrol Officers assigned to the section on a rotating basis by seniority, excluding the Patrol Bureau.

Section 24.03 Religious Observances. Employees may be granted leave with pay to attend religious observances with the recommendation of the Bureau Commander and the approval of the Sheriff. Religious observances include those, which require an employee's attendance at church, synagogue, or another place of worship. Leave shall be limited to the hours actually necessary to attend services or observances. This is subject to manpower limitations.

Section 24.04 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 Employees will be placed in the pay step commencing on the pay period which begins on or before January 1st of each year based on the years of service in rank except for probationary employees (New Hires) who would move on their anniversary date.

Employees initially employed, as a deputy shall be paid at the probationary rate Wage/Classification Chart:

Classification Pay Grade	Current	2013	2014	2015
Probationary		\$16.98/hour	\$17.48/hour	\$17.98/hour
Deputy		\$24.14/hour	\$24.64/hour	\$25.14/hour

**ARTICLE 26
RETIREMENT FUND**

Section 26.01 Deputy 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 bargaining unit employee covered by this Agreement 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 five (5) years as a sworn Peace Officer with a minimum of five (5) years within the division. However, if there are not enough qualified members that have applied for the F.T.O. positions, the Employer may then solicit applications from members that only have three (3) years experience as a Peace Officer and three (3) years within the division.
- B. The employee will be required to attend a Field Training School to be certified as a Field Training Officer.
- C. The employee required to serve as a Field Training Officer or is assigned in a similar capacity or manner shall receive time and one quarter (1.25) their base pay for all hours worked as a Field Training Officer.

ARTICLE 28
SPECIAL EVENTS, DETAILS, AND SPECIAL DEPUTIES

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

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

Section 28.02 Employees who volunteer will be selected for such assignment according to Section 28.01 (A) of this article. The Special Detail Rotational List will be updated after each assignment and posted on department's bulletin board.

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

- A. Special grant details, will be the hourly rate as indicated by that grant.
- B. Richland County Fair, which will be the rate negotiated with the Fair Board by the Employer following consultation by a committee comprised of not more than one (1) representative from each bargaining unit.
- C. Traffic Control details and details where alcoholic beverages are served will be a minimum of thirty dollars (\$30.00) per hour for a minimum of four (4) hours.

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

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

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

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

Section 28.06 Discipline for the bargaining members will be given as outlined in 28.05(A) and (B) only in the event the contact person/employer of said detail requests discipline verbally or in writing to the Sheriff or his designee.

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

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

Section 28.06 The Union will provide a committee consisting of three (3) members (appointed by the Office Associate) to coordinate and oversee Special Details. The Employer agrees to provide a reasonable amount of time, manpower permitting, for the committee member(s) to perform the required functions relating to Special Details.

ARTICLE 29 K-9 OFFICERS

Section 29.01 K-9 Unit. The Union and the Employer agree, notwithstanding other provisions of this Article, that deputies assigned to be K-9 Officers shall work as their regular hours an eight (8) hour shift, within the shifts defined in this Article.

Section 29.02 K-9 Officers shall utilize one quarter (1/4) hour of their shift for K-9 maintenance, grooming, feeding, etc. The K-9 officer shall not be required to remain on station or perform any other function other than K-9 maintenance during this one quarter (1/4) hour period. The one quarter (1/4) hour the K-9 Officers shall utilize shall be set forth as follows:

A-WATCH	0600-0615
B-WATCH	1400-1415
C-WATCH	0545-0600
MID WATCH	1800-1815

Section 29.03 K-9 Officers shall receive seven hundred eighty dollars (\$780.00) pay for compensation of all days the officer is not scheduled to work for performing K-9 maintenance. The compensations shall be payable in the first pay period for the month of December.

Section 29.04 For the purpose of seniority with regard to the K-9 Officers, the most senior officer, as defined in Section 12.01, shall have his/her watch/shift preference. In no manner does this section prohibit management rights to assign.

Section 29.05 For the purposes of vacation and comp hours, a K-9 officer shall only be charged for seven and three-quarter (7 3/4) hours per day when a K-9 officer takes a day off. The one-quarter (1/4) hour shall be paid as though the K-9 officer worked for the purposes of K-9 maintenance.

Section 29.06 Richland County Sheriff's Office K-9's must be OPOTA certified every two (2) years and MAY obtain a certification through the United States Police Canine Association (USPCA) every year. If for any reason the K-9 fails certification by OPOTA or USPCA, it will immediately be placed on an inactive status. As soon as possible the K-9 will again attempt to

pass certification. If the K-9 fails to be certified on its' second attempt the Sheriff may decide to remove the K-9 from duty permanently.

The Employer will pay the fees or membership that is required for certification as stated in 28.06.

Section 29.07 The definition of a K-9 trainer shall mean a full time deputy with the Richland County Sheriff's Office that has patrol related and special purpose Trainer Certification.

Section 29.08 The K-9 Trainer may be given time off to attend training seminars so as to keep his/her certification updated, if manpower permits.

Section 29.09 The definition of a K-9 Officers shall mean a full time deputy sheriff with the Richland County Sheriff's Office that works with a canine during his/her assigned shift.

Section 29.10 If the K-9 officer is elected to USPCA Regional or National office, he/she may be given time off to attend such meetings, if manpower permits.

Section 29.11 K-9 Officers may, by mutual agreement, have their hours of work modified. Their normal work hours will be seven and three-quarters (7 ¾) hours as established in this Article. K-9 Officers may request, subject to approval, to adjust or flex their hours to conduct special operations and attend K-9 veterinarian and/or maintenance appointments.

ARTICLE 30 INSURANCE

Section 30.01 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 30.02 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 30.03 – Waiver of Coverage: Employees electing not to take hospitalization and medical insurance will receive on thousand dollars (\$1,000) a year.

Section 30.04 – 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 30.05 – Life and Professional Liability Insurance: In addition to the plan of medical/hospital, surgical insurance and optional dental insurance, there shall be made available to full-time employees in the Bargaining Unit, upon the terms and conditions set forth below, life, accidental death and dismemberment, and professional liability insurance, as follows:

- A. Group Life and Accidental Death and Dismemberment Insurance in the amount of (\$10,000) per employee, provided, however, that the premium for this insurance for an employee becoming covered by this agreement after its effective date shall be paid by the county and;
- B. Professional Liability Insurance with maximum limits of (\$5,000.000) per person; (\$5,000,000)per incident, and (\$5,000.000) per aggregate, subject to the limits and exclusions contained in the applicable insurance policy, It is understood and agreed that the county will self-insure, subject to the same limitations and exclusions as outlined above, if the insurance becomes unavailable.

Section 30.06 – 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 30.07 – 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 31 SICK LEAVE

Section 31.01 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 31.02 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 31.03 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 31.04 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 31.05 Falsification. Falsification of either a sick leave request form or a physician's certificate may be grounds for disciplinary action.

Section 31.06 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 31.07 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 31.08 Deaths and Disability Conversion. If for any reason an employee is forced to take disability or a death occurs, the same computation will be used as in Section .07 (A) thru (E) of this Article. If an employee dies while still employed, then the employee will be considered to have resigned on the date of his/her death and the benefits under Section .07 of this Article will be paid to the deceased employee's dependents as defined in the Ohio Revised Code 4123.59(D)(1)(2). If an employee otherwise eligible for sick leave conversion under Section .07 of this Article is killed in the line of duty, then the employee will be considered to have resigned on the date of his/her death, and the employee's sick leave conversion benefits shall be computed as one (1) day for every one (1) day of sick leave earned and paid to the deceased employee's dependents as defined in Ohio Revised Code 4123.59 (D)(1)(2).

Section 31.09 This provision shall apply in cases where an employee takes early retirement and is otherwise eligible for compensation for accrued, unused sick leave.

Section 31.10 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 31.11 Partial Sick Leave Conversion. An employee who has five hundred (500) hours of accumulated sick leave "banked" may on January 1 of each year convert up to forty-eight (48)

hours of unused accumulated sick time from the preceding year into compensatory time. Once said sick time has been converted into compensatory time, it shall not be converted back into accumulated sick time. The forty-eight (48) hours will be included as specified in this Article.

ARTICLE 32 LEAVE OF ABSENCE

Section 32.01 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 32.02 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 32.03 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 32.04 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 32.05 Seniority Accrual. While an employee is on a leave of absence, at his or her own request, the employee shall continue to accrue rank seniority, but shall not accrue benefits.

ARTICLE 33 INJURY LEAVE

Section 33.01 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 33.02 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 33.03 Medical Confirmation of Injury. Injury leave must be confirmed by the employee's attending physician or one designated by the Employer. If the Employer requires the employee to go to a physician of the Employer's choice or seek a second opinion, then the

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

Section 33.04 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 33.05 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 33.06 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 33.07 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 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 33.08 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 33.09 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 33.10 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 33.11 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 34 PREGNANCY LEAVE

Section 34.01 Pregnancy leave shall be treated in the same manner as sick leave and shall be subject to the provisions of sick leave.

Section 34.02 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 34.03 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 34.04 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 34.05 The biological mother and father shall receive six (6) days of paid leave immediately subsequent to the birth of a child.

ARTICLE 35 SPECIAL LEAVES

Section 35.01 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 35.02 Accrual of Seniority. While an employee is on a special leave, at his or her own request, the employee shall continue to accrue rank seniority, but shall not accrue benefits.

ARTICLE 36 BEREAVEMENT LEAVE

Section 36.01 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 36.02 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 36.03 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 36.04 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 31.10 (A&B).

ARTICLE 37 MILITARY LEAVE

Section 37.01 Military Leave Without Pay. A Bargaining Unit Member who is call for active duty into the armed forces of the United States, the Coast Guard, Public Health Service, Civil Defense, or the Merchant Marine Service shall (in accordance with existing law) be entitled to re-employment after discharge under honorable conditions from such services, provided the employee is physically and mentally able to perform the work required and reports for work within ninety (90) days of such discharge or within ninety (90) days of release from hospitalization continuing after discharge for a period of not more than one year. The employee shall be re-employed in the same or similar job held prior to induction, at the same salary, or if the job has been upgraded, at the existing salary. In the event the former job no longer exists, the employee shall be re-employed in such capacity for which he or she is qualified at a salary comparable with that formerly received.

Section 37.02 Paid Military Leave. Employees who are members of the Ohio national guard, the Ohio defense corps, the Ohio naval militia, or members of other reserve components of the armed forces of the United States are entitled to a military leave of absence from their duties without loss of pay, for such time as they are in the military service on field training or active duty for a period not to exceed thirty-one (31) days in any one calendar year. The maximum number of hours for which payment can be made in any one calendar year is one hundred seventy-six (176) hours.

Section 37.03 Compensation. Employees shall receive compensation they would have received for up to thirty-one (31) days in a calendar year even though they served for more than thirty-one (31) days of such year on field training or active duty. If an employee is called to active duty for a period in excess of the thirty-one (31) days in any one calendar year because of an executive order issued by the President of the United States or an Act of Congress is entitled, during the period designated in the order or act, to a leave of absence and to be paid, during each month of that period, the lesser of the following:

- (1) The difference between his gross monthly wage or salary as an officer or employee and the sum of his gross military pay and allowances received that month;
- (2) Five Hundred Dollars (\$500.00)

Section 37.04 Evidence of Military Duty. Employees are required to submit to their Appointing Authority an order or statement from the appropriate military commander as evidence of military duty before military leave with pay will be granted.

The employee should notify his/her supervisor or the Appointing Authority of his/her impending absence for military leave at the earliest date possible.

**ARTICLE 38
HOSTAGE LEAVE**

Section 38.01 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 38.02 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 38.03 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 39
FAMILY AND MEDICAL LEAVE OF ABSENCE**

Section 39.01 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.

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 workweek, or hours per workday, 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 39.02 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 39.03 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 39.04 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 39.05 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 39.06

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

**ARTICLE 40
LAYOFF AND RECALL**

Section 40.01 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 classification from which layoffs will occur. There will be no displacement between classifications or bargaining units. The Employer and the Union shall meet to discuss possible alternatives. No provisions of the Revised or Administrative Code shall apply to layoffs and this procedure shall be the exclusive procedure.

Section 40.02 All layoffs in the Sheriff's Office shall be strictly by rank seniority. Recall shall be in reverse order.

Section 40.03 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 40.04 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 40.05 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 40.06 During any period of layoff of bargaining unit employees, the Employer shall give notice to the Union Representative of any job opening(s) for correction officer positions. Bargaining unit employees will be given preference by seniority for such job openings provided they are otherwise qualified. Bargaining unit employees shall have five (5) calendar days following notice to the Union Representative to notify Employer of his/her intention to return to work and shall have ten (10) days following notice to the Union Representative to report for duty, unless a different date for returning to work is otherwise specified.

The Employer shall not be required to notify the Union Representative of any job opening(s) if any Correction Officers are on layoff status.

ARTICLE 41 PERFORMANCE EVALUATIONS

Section 41.01 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 41.02 Employee evaluations shall normally be done by the employee's immediate supervisor or the Bureau Commander, at the Employer's discretion.

Section 41.03 An employee shall be given a copy of any performance evaluation upon written request.

Section 41.04 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 42
NO STRIKE / NO LOCK OUT

Section 42.01 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 42.02 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 42.01 of this Article.

Section 42.03 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 43
INTEROFFICE MAILING SYSTEM

Section 43.01 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 44
HEALTH AND SAFETY

Section 44.01 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 44.02 The Employer shall make reasonable provisions for the safety and health of the employees while on duty.

Section 44.03 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 44.04 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 44.05 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 44.06 The parties agree that any safety concerns may be addressed in accordance with Article 7, Labor/Management Meetings.

ARTICLE 45 TRAINING

Section 45.01 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 45.02 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 45.03 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 45.04 Any time an employee is required to attend an overnight trip for training as listed in .02 and .03 of this Article, the employee shall be reimbursed for transportation, meal and lodging. Employees seeking reimbursement shall provide the Employer with receipts for the relevant expenses. Employees will be reimbursed for the actual cost of meals, not to exceed

twelve dollars (\$12.00) for dinner, seven dollars (\$7.00) for lunch and six dollars (\$6.00) for breakfast. Employees shall not be reimbursed for alcoholic beverages.

Section 45.05 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 45.06 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.

Section 45.07 Miscellaneous Department Pay for Specially Trained Officers. Every Bargaining Unit Member who serves on the S.W.A.T./A.S.O.R.T. Unit shall receive forty (40) hours of S.W.A.T. time off in addition to any/all other forms of leave time off once per calendar year.

S.W.A.T. leave time off must be utilized within twelve (12) months of time and may not be carried over.

ARTICLE 46 BACK UP / OFF DUTY WEAPONS

Section 46.01 Members of this bargaining unit may carry back up / off duty firearms at their discretion based upon the following stipulations:

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

- G. Bargaining unit members are permitted to carry any firearm for which they have been OPOTA certified to carry.

Section 46.02 Employees who meet the above listed requirements shall have their requests to carry back up / off duty firearms approved and said request shall not be arbitrarily denied.

Section 46.03 The Employer shall provide to the employee the holster the Employer requires said employee to wear on duty. The employee may, at his/her expense, purchase a holster manufactured to be used with the issued firearm to carry said firearm off duty. Holsters for back up / off duty firearms shall be the sole responsibility of the employee.

Section 46.04 Purchase of Service Weapon. A member who honorably retires from active duty may purchase his/her service weapon from the Sheriff's Office if the member has five or more years of continuous service with the Department. The cost of the service weapon shall be One Dollar (\$1.00).

ARTICLE 47 RECEIPT OF DOCUMENTS

Section 47.01 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 48 ARRESTS

Section 48.01 Any Employee who makes an arrest solely upon the direction of their supervisor shall only be responsible for the portion of the arrest paperwork, if any, related to their observations and actions.

ARTICLE 49 ORDERS

Section 49.01 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 50 VEHICLE MAINTENANCE

Section 50.01 Employees shall only be required to have their cruisers washed during their regular tour of duty and at the Employer's expense.

Section 50.02 Since vehicle maintenance is not a part of bargaining unit member's job description or expertise, members of this bargaining unit shall not be required to perform any maintenance to any vehicle other than to check and maintain fluid levels, but may perform minor maintenance repairs in their own discretion.

ARTICLE 51 BULLETIN BOARDS

Section 51.01 The Employer agrees to provide one (1) bulletin board in an agreed upon area for the sole use of the Union.

Section 51.02 The Union notices, which appear on the bulletin board, shall be signed, posted and removed by the Officer Associate.

Section 51.03 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 52 UNIFORMS

Section 52.01 The Employer shall provide each employee in the bargaining unit with the uniform the Employer requires them to wear, except underwear, socks, and optional personalized items; however, the Employer will also provide dry cleaning services for uniforms. Employees will receive clothing slips from their Watch commander. Newly hired employees will receive all of their required equipment by the day they are to start work.

Section 52.02 Bargaining unit members who are required to wear plain clothes shall have a four hundred dollar (\$400.00) allowance per calendar year. The said allowances shall be paid through payroll as a taxable income. The Employer shall also provide up to thirty-five dollars (\$35.00) per month for dry cleaning of civilian clothes for those employees who work in plain clothes. The Employer shall replace clothing damaged while on duty. Any damaged clothing reimbursements shall not be deducted from the four hundred dollar (\$400.00) allowance.

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

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

ARTICLE 53 SHIFT TRADE

Section 53.01 By the mutual agreement between the involved employees and the affected Bureau Commander, members of the bargaining unit assigned to the same job classification may trade scheduled workdays. Shift trades of seven (7) days or more shall be offer by seniority within the perspective shifts. The Bureau Commander shall not unreasonably deny approval for such shift trade.

The accumulative duration of shift trades by any one employee shall be limited to ninety (90) days in a rolling twelve months.

Shift trades must be accomplished within the same pay period.

Section 53.02 During a mutually agreed upon shift trade by two (2) employees, no overtime shall be paid to either employee due to working more than eight (8) hours in a twenty-four (24) hour period.

Section 53.03 Shift differential pay shall be paid to the employee working the shift.

ARTICLE 54 POLICE OLYMPIC COMPETITION

Section 54.01 The Employer shall grant employees paid leave to participate in the Ohio Police Olympic Competition, manpower permitting, any leave so granted shall not exceed the time required for actual participation in the competition, plus a reasonable time for travel to and from the site as well as a reasonable time for pre-competition training at the site.

Section 54.02 The Employer may also grant similar time off with full pay and benefits for employees to engage in similar police oriented competition; i.e., Pistol Team, K-9, etc.

ARTICLE 55 ALTERNATIVE DISPUTE RESOLUTION PROCEDURE

Section 55.01 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 55.02 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 55.03 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 55.04 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 55.05 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 56 MID-TERM BARGAINING

Section 56.01 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 56.02 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 56.03 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 56.04 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 56.05 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 56.06 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 57
POLITICAL ACTIVITY**

Section 57.01. In addition to other rights and not withstanding ORC 124.57:

- A. A member may participate in the FOP Lodge's political screening committee. Such participation may be directed towards the endorsement and support of partisan political candidates solely on behalf of the FOP Lodge, provided that the member undertakes such participation while off-duty, while not in identifiable uniform, and does not represent that his or her participation is either undertaken in his official capacity as an employee of the County, or is sanctioned by the County.
- B. A member is permitted to express freely his or her personal political opinions and to exercise his or her right to vote in political elections, except that a member shall not:
 - 1. Be required to contribute to any political candidate, party or activity;
 - 2. Be required to sign nominating petitions, campaign for, endorse or otherwise participate in political campaigns for any elected position within the County;
- C. Notwithstanding ORC 124.57, a Member may be an officer or member of the Richland County Republican or Democratic Central Committees.

**ARTICLE 58
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 59
DURATION**

Section 59.01 This Agreement shall remain in full force and effect from January 1, 2013 through December 31, 2015. Either party desiring to modify, amend or terminate this Agreement shall give written notice of such intent no earlier than one hundred and twenty (120) calendar days prior to the termination date, nor later than ninety (90) calendar days prior to the termination date of this Agreement.

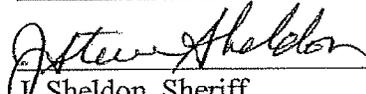
Section 59.02 The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law or regulation from the area of collective bargaining, and that the understanding 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.

SIGNATURE PAGE

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

FOR THE EMPLOYER

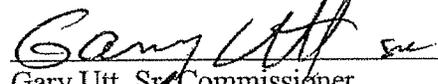


J. Sheldon, Sheriff



Timothy A. Wert, Commissioner

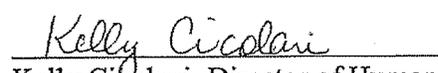
Edward W. Olsen, Commissioner



Gary Utt, Sr. Commissioner

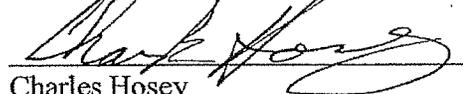


Daniel T. Downey, Labor Counsel
To the Sheriff's Office and Board of
County Commissioner

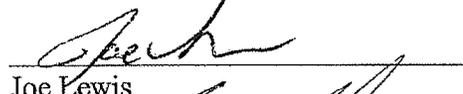


Kelly Cicolani, Director of Human
Resources, Richland County

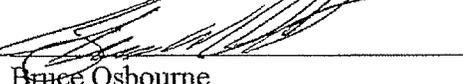
FOR THE UNION



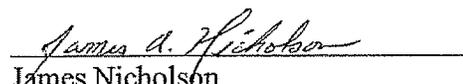
Charles Hosey



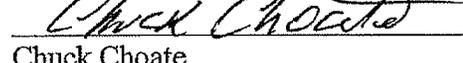
Joe Lewis



Bruce Osbourne



James Nicholson
Associate



Chuck Choate
FOP/OLC Staff Representative

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF :	}	
	}	
FRATERNAL ORDER OF POLICE,	}	CASE NO.(S): 12-MED-09-0858
OHIO LABOR COUNCIL, INC.,	}	(Deputies)
EMPLOYEE ORGANIZATION,	}	
	}	
and,	}	
	}	(This will close the open case for
RICHLAND COUNTY SHERIFF,	}	Case No.(s): 11-MED-09-1220)
EMPLOYER.	}	
	}	
	}	

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